Regular City Council Meeting
Agenda
Marina Event Center - 190 E. 13th Street, Riviera Beach, FL 33404
December 2, 2026
6:00 PM

Be advised, that the meeting location is subject to change. The public is encouraged to visit the City's website, www.rivierabch.com, for up to date information on meeting location and information.

Mayor
Douglas A. Lawson

Chairperson
Bruce Guyton - District 1

Chair Pro-Tem
Glen Spiritis, Ph.D - District 4

Councilpersons
KaShamba Miller-Anderson - District 2
Shirley D. Lanier - District 3
Fercella Davis-Panier - District 5

Administration
William E. Wilkins, City Manager
Debrah Hall, MMC, FCRM, City Clerk
Dawn S. Wynn, Esq., City Attorney

ADA Notice

This meeting is open to the Public. In accordance with the Americans with Disabilities Act of 1990, persons in need of a special accommodation to participate in the proceedings shall contact the Office of the City Clerk at 561-845-4090 no later than 2 days (48 hours) prior to the proceedings.
To request material in accessible format, sign language interpreters, hearing impaired accommodation, or any accommodation to review any document or participate in these proceedings, please contact the Florida Relay Services 1-800- 955-8771 (TDD) or 1-800-955-8770 (voice) for assistance.

Public Comments Information

If anyone wants to speak on an agenda item, please complete a public comment card located at the front desk and give it to the City Clerk staff before the City Council takes up the item for discussion and before the public comments section is announced. In no event will anyone be allowed to submit a comment card to speak on an agenda item after the title of the item is read or considered.

Consent Agenda: Total time allotted for comment on the Consent Agenda to each member of the public is three (3) minutes.

Regular Agenda: Members of the public will be given three (3) minutes to speak on any regular agenda item.

Please note that the time limit for public comment may be reduced by a vote of the City Council based on the voluminous nature of public comment cards.

Civility and Decorum: Please be reminded that the City of Riviera Beach is committed to civility and decorum by its officials, employees, and members of the public who attend this meeting. The City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings", which provides in pertinent part:

- Board Members shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the Board as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, ridicule, impatience, lack of respect and personal attacks are strictly prohibited.
- Unauthorized remarks from the audience, stamping of feet, clapping, whistles, yells and similar demonstrations shall not be permitted.
- Offenders may be removed from the meeting.
- Please mute or turn off cell phone at the start of the meeting. Failure to do so may result in being barred from the meeting.

Lobbying - Ordinance 4001 - Adopted September 2011

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

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA APPROVAL

Additions, Deletions, Substitutions

Disclosures

Adoption of Agenda

COMMUNITY AWARDS AND PRESENTATIONS PROGRAM

The Community Awards and Presentation Program shall occur on the third Wednesday of the month, begin at 5:30 PM, and end promptly at 6:00 PM, followed by the regular City Council agenda.

1. Presentations, Proclamations, and Awards

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

CONSENT AGENDA

Routine City Council Business. The Consent Agenda is approved by a single majority vote. Item(s) may be removed for open discussion at the request of the mayor or any city council member.

2. Minutes

2.a **August 26, 2026, City Council Budget Workshop Meeting Minutes.**

Debrah Hall, City Clerk, (561) 845-4090

Staff recommends a Motion to approve the Minutes for the August 26, 2026, City Council Budget Workshop Meeting.
Cover Page
August 26, 2026 City Council Budget Workshop Minutes.docx

2.b **August 19, 2026, Regular City Council Meeting Minutes.**

Debrah Hall, City Clerk, (561) 845-4090

Staff recommends a Motion to approve the Minutes for the August 19, 2026, Regular City Council Meeting.
Cover Page

August 19, 2026 Regular City Council Meeting Minutes.pdf

3. Board Appointments

4. Resolutions on Consent

4.a **Resolution Number 106-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Settlement in the case of Leroy Smith v. the City of Riviera Beach, Case No. 502026CA000362; authorizing Preferred Governmental Claims Solutions to make payment in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) as full and final settlement; and providing an effective date.**

Dawn S. Wynn, Esq., City Attorney, (561) 845-4069

Staff recommends a Motion to approve Resolution Number 106-26.
Cover Page
Resolution Number_No.106-26_Smith_Leroy.doc
Leroy Smith Settlement Agreement.pdf

4.b **Resolution Number 128-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Authorizing Settlement in the case of Cornelius Jolly v. the City of Riviera Beach, Case No. 502025CA006202; Authorizing Preferred Governmental Claims Solutions to make payment in the amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) as full and final settlement; and providing an effective date.**

Dawn S. Wynn, Esq., City Attorney, (561) 845-4069

Staff recommends a Motion to approve Resolution Number 128-26.
Cover Page
Resolution_Number 128-26_Jolly_Cornelius.docx
Signed_Settlement Agreement and Release - Jolly (Final) (303939820.1).cleaned.pdf
Signed_Hold Harmless and Aff No Liens - Jolly (Final) (303939932.1).cleaned.pdf

4.c **Resolution Number 135-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the temporary road closure for upcoming amateur athletic events requesting special event permits; and providing for an effective date**

Aladia Franks, Special Events Manager, (561) 845-3412

Staff recommends a Motion to approve Resolution Number 135-26.
Cover Page
Resolution Number 135-26.docx

4.d **Resolution Number 154-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the temporary road closure of Dr. Martin Luther King Jr. Blvd. and certain portions of other ancillary streets; authorizing a contingency route; authorizing staff to submit the appropriate Department of Transportation permit application(s) for the 43rd Annual Dr. Martin Luther King Jr. Holiday Parade; and providing for an effective date.**

Aladia Franks, Special Events Manager, (561) 845-3412

Staff recommends a Motion to approve Resolution Number 154-26.
Cover Page
Resolution Number_154-26-25mlkparade2027 Revised.docx

END OF CONSENT AGENDA

5. Unfinished Business

6. Petitions and Communications for Filing

7. Awards and Presentations

7.a **Staff will provide a status update on the progress at Dan Calloway Park.**

Terrence N. Bailey, Capital Projects Administrator, (561) 845-4000

Staff recommends that the City Council receive this Presentation.
Cover Page

7.b **Black Wall Street South Initiative Presentation.**

Dr. Latronda Hayes, Assistant to the City Manager, PH.D., (561) 840-4826

Staff recommends that the City Council receive this Presentation.
Cover Page

8. Public Hearings

9. Ordinances on Second and Final Reading

9.a **Ordinance Number 4279: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island,**

LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5)(e), Minimum Building Setbacks and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for applicability, conflicts, severability, and codification; and providing for an effective date.

Clarence Sirmons, Director of Development Services, AICP, (561) 845-4060

Staff recommends approval of Ordinance Number 4279.
Cover Page
Text_Amendment_Ordinance_4279_-__Turnberry (13).docx
Revised_Turnberry_Staff_Report.v3 (1).docx
Singer Island - ULU Application 7.17.24.cleaned.pdf
Combined Sign Posting, Mailers, Radius Map and Adjacent Property Owners List.pdf
Site Plan Project Narrative 2.2025_v1 (6).pdf
Riviera_Beach_business-impact-estimate-Ordinance_4279.pdf
Petition and Letters in Opposition to this text Amendment & Site Plan.pdf
Copies of Community Meetings and Notices of Community Meetings.pdf
Text_Amendment_2.6.25_DIVISION_9.___RM_20._CLS_Edits.v3 (1).docx
Turnberry Text Amendment Advertisement.pdf
Mailer Affidavit December.pdf
Sign Affidavit December.pdf
December 2026 Public Hearing - Ordinance 4279.pdf

9.b **Ordinance Number 4321: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 31, entitled, "Zoning," at Article I entitled, "In General," at Section 31-1 entitled, "Definitions," to add a definition of "Religious Institution"; amending Chapter 31, entitled "Zoning," Article VI, entitled "Supplemental District Regulations," Section 31-543, entitled "Churches," to update the provisions of said Section; creating a new Section 31-543.1 to be entitled "Affordable Housing on Religious Institution Property," to implement Section 166.04151(6), Florida Statutes (2025), with a local program authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects; providing for a sunset provision; and providing for conflicts, severability, codification, an effective date, and for other purposes.**

Clarence Sirmons, Director of Development Services, AICP, (561) 845-4062

Staff recommends a Motion to approve Ordinance Number 4321.
Cover Page
Ordinance_Number_4321_YIGBY-Final.docx

Staff Report.YIGBY.pdf
Exhibit 2. FHC Report.pdf
Exhibit 3. Riviera Beach Religious Institutions Data.xlsx
Business Impact Estimate Statement for Ord. 4321-YIGBY.docx
Notice
Dec. Ad legal notice

10. Ordinances on First Reading

10.a **Ordinance Number 4327: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, adopting amendments to the Comprehensive Plan of the City of Riviera Beach, Florida, to implement necessary updates and revisions to the goals, objectives, and policies of the City's Comprehensive Plan, including an updated Map Series; providing for conflicts, severability, transmittal, and an effective date.**

Clarence Sirmons, Director of Development Services, AICP, (561) 845-4062

Staff recommends a Motion to approve Ordinance Number 4327.
Cover Page
Ordinance Number 4327
Comprehensive Plan Staff Report
00. Introduction and Administration
E0. Comprehensive_Plan_Definitions_FINAL.docx
E1. Future Land Use
E1a. FLUM
E2. Housing GOP 9.17.26.docx
E3. Infrastructure GOP.docx
E4. Mobility 9.17.26.docx
E5. Parks&Rec GOP strike8.19.26 9.17.26.docx
E6. Coastal Management GOPF.Clean Strike 9.17.26.docx
E7. Conservation final strike 9.17.26.docx
E8. Capital Improvements GOP.docx
E9. Intergovernmental Coordination GOPStrikethrough.docx
E.10 Community Resources GOP.docx
E11. Economic Development GOP clean 9.17.26.docx
Data Inventory Analysis CompPlan2050
Dec 2026 legal ad
Business impact estimate 4327

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

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

11. Items Tabled

REGULAR AGENDA

12. Resolutions on Regular Agenda

12.a **Resolution Number 54-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a Site Plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces on the property located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval: providing for an effective date and for other purposes.**

Clarence Sirmons, Director of Development Services, AICP, (561) 845-4060

Staff recommends a Motion to approve Resolution Number 54-26.
Cover Page
Turnberry_Resolution_Number_54-26.CT Edits.docx
Site Plan Project Narrative 2.2025_v1 (6).pdf
Revised_Turnberry_Staff_Report.v3__1_ (19).docx
Singer Island - ULU Application 7.17.24.cleaned.pdf
2025.01.21_Singer Island Condo 2.4.25 Current Site Plan.pdf
2025.12.15_Singer Island setback area v2.pdf
2026.03.19_Sun study AOR.pdf
Combined Sign Posting, Mailers, Radius Map and Adjacent Property Owners List.pdf
3930 N Ocean _landscape_plan v1 (2).pdf
Survey.docx
Petition and Letters in Opposition to this text Amendment & Site Plan.pdf
Copies of Community Meetings and Notices of Community Meetings.pdf
Sign Affidavit December.pdf
Mailer Affidavit December.pdf

12.b **Resolution Number 130-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the use of the City of Oviedo, Florida Storm Sewer Rehabilitation contract with Flotech Environmental, LLC, for rehabilitation of failing drainage pipes at various locations within the city; authorizing the City Manager to issue purchase orders and work orders not exceeding the amount of $250,000; further authorizing the Chief Financial Officer to make payments from the appropriate budgeted accounts; and providing for an effective date.**

Bernard Buxton-Tetteh, Public Works Director, (561) 845-4104

Staff recommends a Motion to approve Resolution Number 130-26.
Cover Page
Resolution_Number_130-26_Culvert_Repair.docx
ITB_24-20_Storm_Sewer_Rehabilitation.pdf
City_of_Oviedo_Flotech_Environmental_Agreement.pdf (SECURED).pdf

12.c **Resolution Number 141-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the renewal of the Target Solutions Online Training and Learning Management System provided by Vector Solutions for the City of Riviera Beach Fire Rescue; authorizing the City Manager to execute all necessary documents associated with said renewal; authorizing the Chief Financial Officer to make payment from account 10121101-534000, in an amount not to exceed $30,000.00; and providing for an effective date.**

Harry Freeman, Fire Chief, (561) 845-4104

Staff recommends a Motion to approve Resolution Number 141-26.
Cover Page
Resolution_Number 141-26.docx
Target Solutions Renewal Notice.pdf
Justication Letter.pdf

12.d **Resolution Number 156-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving and adopting the bylaws of the Riviera Beach Youth Council Gavel Club; establishing a formal governing framework for membership, leadership, administration, meetings, and program operations; affirming sponsorship by the Riviera Beach Youth Council; providing for implementation; and providing an effective date; and for other purposes.**

KaSamba Miller-Anderson, District 2 Councilperson, (561) 561-444-5192

Staff recommends a Motion to approve Resolution Number 156-26.
Cover Page
Riviera_Beach_Gavel_Club_Bylaws_Resolution_156-26 Final.docx
Gavel Club Constitution and Bylaws 2026.pdf

13. Discussion and Deliberation

13.a **Discussion on the Proposed Allocation and Expenditure of $60,000,000 for Capital Projects.**

Randy M. Sherman, Chief Financial Officer, CPA, CGFO, CTP, (561) 845-4045

Staff recommends that the City Council receive this discussion.

Cover Page
Resolution Number 08-26.pdf
Attachment A.pdf

13.b **Update on the Previously Approved Emergency Set-Aside of $2,000,000 to Establish a Forgivable Loan/Grant Program Specifically for Residents Whose Homes Were Damaged by the November 2026 Flood, Including Program Development, Implementation, and Funding for Interior and Exterior Repairs to Assist in Restoring Affected Homes to a Safe and Livable Condition.**

Shirley D. Lanier, District 3 Councilperson, (561) 845-4095

Staff recommends a Motion for the City Council to receive this Presentation.
Cover Page

13.c **Discussion of the OIG Report on Fire Stations 87 and 88.**

Dr. Glen Spiritis, District 4 Councilperson, (561) 841-0202

Staff recommends that the City Council receive this report.
Cover Page
OIG Report Fire Station 87 and 88.pdf

14. Confirmation of Direction

15. Discussion by City Manager

16. Discussion by City Attorney

17. City Council Committee Reports

18. Statements by the Mayor and City Council

ADJOURNMENT

Appeals

If any interested person desires to appeal any decision of the City Council with respect to any matter considered at this meeting, at his or her own expense, that person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, F.S. The City of Riviera Beach does not prepare or provide such a record.

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Debrah Hall, City Clerk

Through: William E. Wilkins, City Manager

Subject: **August 26, 2026, City Council Budget Workshop Meeting Minutes.**

Date: December 02, 2026

CC: General Public

Background:

Attached are the verbatim minutes of the City Council Budget Workshop Meeting held on Tuesday, August 26, 2026.

City Goals:

The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

There is no fiscal impact.

Recommendation:

Staff recommends a Motion to approve the Minutes for the August 26, 2026, City Council Budget Workshop Meeting.

Attachments:

1. August 26, 2026 City Council Budget Workshop Minutes.docx

CITY OF RIVIERA BEACH
BUDGET WORKSHOP
August 26, 2026
6:00 p.m.

Mayor

Douglas A. Lawson .....Mayor Lawson

Chairperson

Bruce Guyton-.....Chairperson Guyton
District 1

Chair Pro Tem

Glen Spiritis.....Chair Pro Tem Spiritis
District 4

Councilpersons

KaShamba Miller-Anderson ..... Councilperson Miller-Anderson
District 2

Shirley D. Lanier.....Councilperson Lanier
District 3

Fercella Davis Panier-.....Councilperson Davis Panier
District 5

Administration

Interim City Manager William E. Wilkins .....Interim City Manager Wilkins

City Clerk Debrah Hall ..... City Clerk Hall

City Attorney Dawn S. Wynn.....City Attorney Wynn

Transcribed by:

Legal Transcription On Call
(561) 917-1636

[Before meeting chatter and discussions]

[Gavel]

CALL TO ORDER

Chairperson Guyton: Okay.

We're about to start the City Council Budget Workshop Meeting.

Today is August 26th… Please calm down. We're.., we're about to start our meeting again.

Today is August 26th. The time is 9:13. And, this is the City Council.., a continuation of the City Council Budget Workshop.

ROLL CALL

Chairperson Guyton: Madam Clerk.

City Clerk Hall: Mayor Douglas Lawson?

Mayor Lawson: Here.

City Clerk Hall: Chairperson Bruce Guyton?

Chairperson Guyton: Here.

City Clerk Hall: Chair Pro Tem Dr. Glen Spiritis?

Chair Pro Tem Spiritis: Here.

City Clerk Hall: Councilperson KaShamba Miller-Anderson?

Councilperson Miller-Anderson: Present.

City Clerk Hall: Councilperson Shirley Lanier?

Councilperson Lanier: Here.

City Clerk Hall: Councilperson Fercella Davis Panier?

Councilperson Davis Panier: Here.

City Clerk Hall: In for City Manager William Wilkins is Assistant City Manager Kevin Copin?

Assistant City Manager Copin: Here.

City Clerk Hall: City Clerk Debrah Hall is present.

Dawn Wynn, City Attorney?

City Attorney Wynn: Here.

City Clerk Hall: Mr. Chair, you may proceed.

Chairperson Guyton: Thank you.

INVOCATION

PLEDGE OF ALLEGIANCE

Chairperson Guyton: We're gonna have a moment of silence and the Pledge of Allegiance from our good friend, Councilwoman Miller-Anderson.

[Inaudible comments]

[Moment of silence]

Councilperson Miller-Anderson: I pledge allegiance…

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

Chairperson Guyton: Okay.

1. ITEM NO. 1

INTRODUCTION AND PURPOSE

Chairperson Guyton: The next Item on the Agenda is the introduction and purpose.

ACM Copins.

Assistant City Manager Copin: Yes, sir.

We're gonna continue the budget review and I'm gonna call up Mr. Sherman.

First up is gonna be Legal.

Chairperson Guyton: Legal is the next one up?

2. ITEM NO. 2

FY 2027 BUDGET PRESENTATION

2a. ITEM NO. 2A

FY 2027 BUDGET OVERVIEW AND DISCUSSION PRESENTATION

RANDY SHERMAN, CHIEF FINANCIAL OFFICER, CPA, CGFO, CTP, (561) 845-4045

City Attorney Wynn: Yes.

Good evening.

Chairperson Guyton: Good evening.

City Attorney Wynn: Mayor, Council.

Mr. Smith.., Attorney Smith and I may tag team a little bit. I.., I'm having an issue being able to see the screen. But, I'll start with our introduction.

The City Attorney's office, and I.., I have some of the slides.., serves the legal needs of the City in an advisory capacity by, number one, advising all City departments and the City Council, also in a litigation capacity by assigning and monitoring all litigation which primarily consists of worker's compensation and personal injury defense litigation.

There is some Land Use litigation in there as well.

And finally, the Legal Department reviews all contracts from every City department for legal sufficiency.

We do not give advice to the public.

In the past year, we brought several areas inhouse, with the staffing and experience of Attorney Smith and Attorney Tracey, including foreclosures, municipal code violations in county court, Land Use issues for Development Services, including the Planning & Zoning Board representation.

And, starting next month, we'll be bringing the prosecution of Code Enforcement cases inhouse.

Next Fiscal Year, we plan to conduct subpoena training for the Department because there's a need to do so. There are departments who sometimes receive subpoenas, primarily because the process servers don't know where to go and they show up at the departments, and that makes them a little nervous.

So, we're gonna give them some training on that. And also, routing the subpoenas in a timely fashion to the City Attorney's office.

The USD has also requested that we assist them with developing a policy to [stammer].., to require contractors to repair water main breaks. I think Mr. Niemann mentioned that during the Utility District meeting tonight.

Sometimes we have.., or, many times, according to the USD, we have contractors who break our water mains when they're doing construction on private development in the City's right of ways.

And so, we wanna find a way to recoup that money from them, if we can.

Finally, you all may recall we received approximately $13 million in a class action lawsuit that we participated in from the PFAS litigation. We're now on the next step in the PFAS litigation which is identifying companies throughout the City that have used PFAS products in, for instance, their manufacturing or industrial plants, which may have contributed to the PFAS

products entering into our water supply. And, we're going to explore bringing lawsuits against those companies.

If you can discuss the reduction in our budget, please, Attorney Smith?

Assistant City Attorney Smith: Thank you. Thank you, Ms. Wynn. Council, Mayor, Chairman.

If you call can see on the screen there in, just in a nutshell, you can see that from the previous Fiscal Year projections 'til the next Fiscal Year, we've actually reduced our costs to the taxpayers by about $30,000.

And.., and that's…

Chairperson Guyton: By how much?

I'm sorry. I didn't hear.

Assistant City Attorney Smith: About $30,000.

Those totals, I think, are $1.362 down to $1.333, I believe that is. And, that's.., that's basically because we brought things in-house and have begun to do things in-house.

And I.., I'd also add to what Ms. Wynn said, we also assist the police in securing risk protection orders against dangerous individuals in the public and that's something that is very important.

City Attorney Wynn: And, if I can add also, I did forget about the risk protection orders in the representation of the Police Department.

We're also going to be, and I think Mr…, Chief Coleman said it during his presentation, which, you know, was a few presentations ago, assisting them with the.., with the civil forfeitures.

Chairperson Guyton: Okay.

Assistant City Attorney Smith: There's a big discussion going on about…

Chairperson Guyton: Are there any…

Assistant City Attorney Smith: …Crypto.

Chairperson Guyton: I'm sorry, Mr. Smith?

Assistant City Attorney Smith: I'm sorry.

I was.., I looked at Chief Coleman and remembered that there's a big discussion going on about foreclosures involving…

Mayor Lawson: [Chuckle].

Assistant City Attorney Smith: …Cryptocurrency.

So, that's, hopefully, something that we can bring online in the next Fiscal Year.

Mayor Lawson: Yep.

Okay. Chair.

Chairperson Guyton: Are there any questions for Legal?

Mayor Lawson: Mr. Chair?

Chairperson Guyton: Mayor Lawson.

Mayor Lawson: Thank you.

That was… Thank you, Attorney Wynn. That was actually the first question, to see if we were gonna have someone from the Legal counsel that was gonna work with the Chief in regards to forfeiture.

I had a meeting with him to discuss the impact of how much, additional dollars can be brought in and revenue to support the Police Department and the programming that they're doing?

Are there any vacancies in Legal currently? Attorney Wynn or…

City Attorney Wynn: Yes.

Mayor Lawson: …Attorney Smith?

City Attorney Wynn: Mhmm.

There is one attorney vacancy that we need to fill.

Mayor Lawson: I know that we were talking about a salary study, and I know that the cost of Staff salaries have gone tremendously up, post COVID and just compensation.

Is that range that we currently have, sufficient for the attorney that you wanna fill?

City Attorney Wynn: It is not.

But, I do wanna say also, the range was not sufficient for Mr. Tracey and Mr. Smith. However, we did increase, with the Manager's assistance during that time, the range by, I believe it was fifteen percent. It is still considered low for…

You know, this isn't the type of legal office that can have a.., someone who just graduated.., a recent grad from law school. We need…

Mayor Lawson: Yep.

City Attorney Wynn: … someone with experience.

And typically, we look for at least five years of experience. With five years' experience, it's still considered a little low in the market but it's better than, you know, what.., what we had before.

So, we.., we will just try to make it with what we have and, if we need to come to the Council to ask for an increase, then we can do that. But, the issue will be.., then, I'll be asking for an increase for Mr. Smith and Mr. Tracey as well.

Mayor Lawson: Well, I.., I don't think it's gonna be issue because I said.., like I said at the last meeting, this year is the year that we need to scale up.

We need to be prepared to bring in additional revenue. That's why somebody that can handle forfeitures and work with the Police Chief and the Police Department, bringing in additional revenue, offsetting the cost of outsourcing so much legal work.

You've done a phenomenal job drawing that down because you hired Attorney Smith and Attorney Terry.., Tracey. So, if we have to compensate them fairly to avoid having to spend additional funds outside of the agency, I think we need to do that.

So, I.., I prefer that you bring that to the Board, with the request that you have so that we can just kinda make.., it's dollars and cents. And, during this budget, this is where I want all of our departments to make sure they're getting all the asks necessary so we can generate additional revenue.

'Cause, thank you for referencing the forfeitures 'cause that's one way that the.., the Police Department can bring in a substantial amount of money, in addition to not outsourcing any of the legal work that you've done a good job with.

So, I just wanna say, great work in Legal, Attorney Wynn. I wanted to also address some of the fees that have been reduced. But until she gives me the A-okay, we will talk about that later, but she's done a phenomenal job in Legal so far.

So, thank you, Attorney Wynn. Thank you, Attorney Smith and thank you, Attorney Tracey.

Chairperson Guyton: Thank you, Mayor Lawson.

City Attorney Wynn: Thank you, sir.

Chairperson Guyton: Any further questions or comments?

Councilperson Lanier: Yes.

Chairperson Guyton: Um…

Councilperson Lanier: Yes.

Chairperson Guyton: Councilwoman Lanier.

Councilperson Lanier: Yes.

I have a couple of questions in regards to.., and, I understand that the Mayor was talking about the increase in Staff but we've increased the Legal Department's budget, there's a hundred and seventy percent increase in just three years.

It went from $937,000 to $2.5 million. I understand that there has been litigation, that there has been new individuals who've been hired, the operating costs have increased thirty-six percent. But, the staffing has remained at eleven FTE.

But, what I really wanna ask is that.., I don't see any metrics because when we talk about minimizing risk in terms of legal against the City, there.., I don't have anything to measure that with.

There is no.., there is no metrics for me. I don't know how many… You know, we talk about the.., the Department's Attorney always attend meetings for City Council but, you know, how many meetings per month do attorneys attend? What is the average caseload for an attorney? I have no information about that.

And then also too, I got some concern about the litigation risk in regards to the City's water plant. [Stammer] do we have outside legal for that or do we trust our Legal? I mean, do they have some parts of it? I'm not sure of that. What happens.., [stammer], how does that work?

City Attorney Wynn: As it relates to the USD and the litigation and the enforcement actions, we do have outside counsel.

However, we also are there, monitoring it. I mean, it.., it's our.., my obligation to monitor litigation. You don't just pass it off to outside lawyers and assume that they're gonna do a good job. You.., you monitor every step of what they're doing.

Councilperson Lanier: No.

I know…

City Attorney Wynn: They run everything…

Councilperson Lanier: …the…

City Attorney Wynn: …us.

We.., and.., and I do wanna clear up one thing really quickly, 'cause I thought I heard you say, Councilperson Lanier, that we have eleven FTEs? And, we don't. We have five. And so.., and, I don't know the number that you put out.., I mean, Mr. Sherman can tell me if those are right.

But I do know.., I'm.., I don't know if you're reading from another department's list but we have.., well, six, if you include the vacancy. We would have six FTE's. That's it.

Councilperson Lanier: So, you have six, not eleven?

City Attorney Wynn: Not eleven at all [chuckle].

We have…

Councilperson Lanier: Okay.

City Attorney Wynn: …five and one vacancy.

Councilperson Lanier: But.., so, you have six FTEs, but the.., the budget has increased a hundred and seventy percent since.., in the last three years.

But, with that being said, I wanted to ask about… I still didn't get the question answered about the.., the new water plant. Is that something that our Legal Department is working with or is that something that's outside of that?

City Attorney Wynn: Well, there.., there has not been much work to do with the new water plant since the contract and [stammer].., and the GMPs have been drafted.

But yes, Attorney Malcolm Cunningham assisted us with that.

Councilperson Lanier: So, what now is your vacancy rate?

City Attorney Wynn: One vacancy.

Councilperson Lanier: Okay.

So.., and.., and I think that that's probably where I.., not so much the vacancy but what.., what I need to have specific performance measures for percentage of cases successfully resolved, the average cost per matter?

How much money are we spending on outside counsel? Their performance? Their costs? How much is that.., how much of that are we… I don't know if we wanna call it, like, re'.., it's not regular but I know that you talked about the, the forfeiture funds.

But, we really need to look at.., I need to have some type of measurements, or metrics for this Department. I don't.., I don't.., I don't know that. I don't know how many cases were successfully resolved. I don't know how much it costs per matter. I don't know about how much it was costing for outside counsel.

So, those are some of the things I would like to know. And, I'll put that in writing to you, Ms. Wynn, so that you can answer those questions so that when you do come back, I have more information when we get ready to vote on this.

City Attorney Wynn: Thank you.

Councilperson Lanier: So…

City Attorney Wynn: I'd appreciate that.

Councilperson Lanier: Yeah.

Those are some of the questions that I have...

Mayor Lawson: Chair?

Councilperson Lanier: …for.., for you.

That's it for me.

Chairperson Guyton: Thank you, Councilwoman Lanier.

Mayor Lawson.

Mayor Lawson: Thank you.

And, just to clarify, Councilwoman Lanier, I think you said that the budget was $2.3? 'Cause I.., I can't see it, 'cause I don't have my [inaudible]...

Unk.: It's $1.3.

Mayor Lawson: $1.3.

So, it.., it only went up, I think, the cost of COLA, from '25 to '26. But, I think, you also said from three years ago, but it's only $1.3 not 2.3.

Councilperson Lanier: It's from 2023.

Mayor Lawson: Yeah.

Councilperson Lanier: Yes.

Mayor Lawson: No.

So, I don't think it's gone up as much. I know it's gone up substantially but it's because they brought in some of the other.., other offices. But, I think it's only $1.3 now but I can't really

see ‘cause I don’t have my [inaudible]. I think you had said $2.3, Madam.., not Chair.., Madam Lanier.

Councilperson Lanier: We had…

City Attorney Wynn: The budget…

The budget number is $1.3.

Mayor Lawson: $1.3.

City Attorney Wynn: That’s why I was saying, I’m not sure that you were reading…

When you said eleven FTEs, that you have the right department. [Chuckle]. That was, like, the first clue to me. But.., and, I can’t really address the numbers and those percentages. I’m just.., I don’t think that that’s right.

I don’t know if Mr. Sherman…

Councilperson Lanier: [Stammer]…

Mayor Lawson: Can I...

City Attorney Wynn: …can assist.

Councilperson Lanier: No, no.

I know that this is the City of Riviera Beach and there are going to be legal issues gone to bid, but I do want to know about metrics. I do wanna know how we measure this, that how many cases did we resolve? What is the average that we want to shoot for?

I mean, you have to have some goals and some metrics for this Department. And, I don’t see them, so that’s something that.., I’ll make sure that you get, Ms. Wynn, so that you can let all of us know that.

City Attorney Wynn: Thank you.

Chairperson Guyton: Thank you for your comments.

And, Councilwoman Lanier, are we gonna establish metrics for all of the department…

Councilperson Lanier: Yes.

Chairperson Guyton: …heads or is it just for Legal?

Councilperson Lanier: No, no.

It should be for all departments. We should…

Chairperson Guyton: Okay.

Councilperson Lanier: …know if.., if.., if they're.., they're saying in their goals…

She's saying in her goals, to subpoena training. So…

Chairperson Guyton: [Inaudible].

Councilperson Lanier: That would mean, what is the metric that you're gonna use…

Chairperson Guyton: Yeah.

Councilperson Lanier: …to determine that?

Chairperson Guyton: I just wanna know if we're gonna do it for all of the…

Councilperson Lanier: Yes.

Chairperson Guyton: …departments?

Councilperson Lanier: Yes, yes.

Chairperson Guyton: Okay.

Councilperson Lanier: For sure.

Chairperson Guyton: Okay.

Councilperson Lanier: Not just that.

Chairperson Guyton: Any further questions?

[Pause]

Chairperson Guyton: Hearing none.

Thank you, Legal.

We'll move to the next department.

City Clerk Hall: Did you want me to go to the podium or should I remain here, Mr. Chair?

Councilperson Lanier: No.

We need to see you…

Chairperson Guyton: Oh.

Councilperson Lanier: …at the podium.

We need you…

City Clerk Hall: At the podium.

Councilperson Lanier: …at the podium.

[Chuckles]

Councilperson Lanier: We wanna see you, Debrah.

City Clerk Hall: I'm coming.

[Chuckles]

[Pause]

City Clerk Hall: Good ev'.., good evening, Chairperson, Mayor, Board Members, our Assistant City Managers, our City Attorney. My name is Debrah Hall. I am the City Clerk for the world famous City Clerk's…

Chairperson Guyton: [Inaudible].

City Clerk Hall: …office of Riviera Beach.

And, I want to point out that our Staff assistants are passing out tokens of appreciation to our Board Members. We love our Board Members.

[Chuckles]

City Clerk Hall: And, I also wanted to note…

[Inaudible audience comment]

City Clerk Hall: …that we are the only department who showed appreciation to our…

Councilperson Lanier: Oh.

City Clerk Hall: …fabulous Board Members.

Councilperson Lanier: Did you hear that, Chair?

[Chuckles]

City Clerk Hall: The City Clerk's office, consists of as employees.

We have the City Clerk, we have administration, which includes three full time persons, one [stammer] part time person, which is our City courier. And, we have one open position, which is that of the Deputy City Clerk.

So, I wanna talk about some goals for the City Clerk's office. And, elaborate just a little bit, more than what we have on the screen. The first item is to improve public records re'.., our public records requests process.

Right now, we have a mountain of requests that come in, mostly police records requests. And, we work very well with our Police Records Department. Excuse me. And, filling those requests in a timely manner.

We are working with our Human Resources Department to coordinate an interview process for the Deputy City Clerk position, which will be a big help by filling this position, to provide additional support for timely and efficient processing of public records requests.

Our next goal is volunteer with Community Partners. In our neighborhoods, we are looking to increase our community engagement by participating more in City department and

grassroot community events by providing voter registration opportunities, election information, and voter education resources.

Our next.., our next item is… Excuse me, I've been talking a lot. Sorry.

We are looking to impro'.., conduct records management training with our City departments. And, what we do there is, we partner with the State of Florida, Division of Library Services to provide public records training to our department liaisons so that those departments have the knowledge with how to fill public records requests and.., and the process that we use in the Clerk's office in order to fill those requests.

We are looking to improve our lien search requests and lien search release process. With that, currently, our courier visits the Palm Beach County official records twice a week. We're gonna change that to once a week so that the process would entail providing lien releases on Thursdays.

So, we have Monday, Tuesday, and Wednesday, and part of Thursday to process the lien releases and he will take it to the Palm Beach County Clerk of Court for recording into the official records.

One other thing that we had planned, that we've had to reschedule is a partnership with the Palm Beach County Clerk of Court. We had a session scheduled for September 30th and what we.., what we decided to do is postpone that event.

In that event, we will provide passport service information, deed recording, talk about official records and other services offered by the Palm Beach County Clerk's office.

We are waiting to see who will fill that vacant.., that position and invite that person to the City of Riviera Beach to speak to our records. Excuse me.

The other thing that we are looking to introduce in 2027 is the Microflex Vote Recording process to improve the efficiency and accuracy of recording votes, reduce errors, and reduce the turnaround time for fully executed Resolutions and Ordinances.

The Microflex Vote Recording process is what you have in front of you right now. You have the ability to press a button, the vote will be recorded accurately. It can be displayed on the screen. And then, we would take that and attach it to our Resolution for signature.

Right now, we are looking to do test runs with our Planning & Zoning Board. This was something that our former City…

Chairperson Guyton: [Stammer]…

City Clerk Hall: …Manager…

Chairperson Guyton: Excuse me, one second.

City Clerk Hall: Yes, sir.

Councilperson Lanier: Can you say that again about…

Chairperson Guyton: Councilwoman Lanier.

Councilperson Lanier: …the vote and pushing the button?

City Clerk Hall: Right.

So, the machine in front of you right now is called Microflex. It has the abil'.., ability to record votes. What we're doing right now, we write down your votes, we take them back to the office, we record them on a typewriter.

So, by using this, this will reduce errors. For example, we had a Ordinance that some of the votes were incorrect so we had to go back and correct it. And, we've also put some protocol into place to keep that from happening in the future, where once the votes are recorded, another Staff member will view the video to make sure that the votes are recorded correctly.

Councilperson Lanier: I like that.

City Clerk Hall: So, the Microflex Vote Recording machine in front of you will allow you to push a button for your yes or no vote. The votes will be recorded and then they can be shown as a PDF on the screen.

So, we were working with, excuse me, our former City Manager and our former IT Director to implement this program and begin test runs using our Planning & Zoning Board before it's introduced to the City Council Board.

So, with our new City Manager, I talked to him about it and with our Interim IT Director, we're looking to come together to see if we can implement that process. It's just like when the County Commissioner's vote, they just press a button and then the yes' and no's are shown on the screen so we're looking to do the same thing.

And, that is part of the research that I have been doing since January as part of my capstone project with Florida State. And, I am looking, hopefully, to introduce that to the City Council Board Members by January.

And, we would also have to do training sessions with each one also.

I'm ready to answer any questions that you may have.

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Yes.

Vice Chair Spiritis.

Chair Pro Tem Spiritis: So, City Clerk, can you tell me about the vault?

Do we have a camera inside and outside the vault now?

City Clerk Hall: Yes, sir.

We have a camera inside the vault, and we have a second camera that has a vision of the entire office.

Chair Pro Tem Spiritis: Of course, I'm bringing that up because we had a break in, in the vault and we did not have cameras.

So now, we're gonna have them.

[Inaudible comment]

Chairperson Guyton: Wait, wait.

I'm sorry?

[Inaudible comment]

Chairperson Guyton: Oh.

City Clerk Hall: Oh.

Did you wanna…

Chairperson Guyton: Wait.

City Clerk Hall: ...speak on that? [Chuckle].

Sorry. [Chuckle].

Chairperson Guyton: Chief.., Chief.

Chief, did you wanna say something, go to the mic. Can't nobody hear you from the…

Chair Pro Tem Spiritis: Okay.

I take back what I said, Chief.

[Chuckles]

Chairperson Guyton: Okay.

City Clerk Hall: There's the Police Department, yeah.

Immediat'.., when I contacted them, they immediately had someone to come over and had the vendor put cameras in there.

Chairperson Guyton: Okay.

Mayor Lawson: Mr.., Mr. Chair?

Chairperson Guyton: Are.., are you done, Vice…

Chair Pro Tem Spiritis: Yes.

Thank you.

Chairperson Guyton: …Vice Chair?

Mayor Lawson.

Mayor Lawson: Thank you.

First thing, Chief, I think you need to move those cameras.

Unk.: Yeah.

Mayor Lawson: Second thing, the outreach that you're... Ms.., Ms. Hall, the outreach that you're talking about, the voter's registration and Community Partners, budgeted items, what dollar amounts do you actually have allocated to do some of these outreach 'cause I wanna see the City increase the number of registered voters, and the number of voters actually voting in our municipal and our county and state elections.

We had about fourteen, fifteen percent on average of voting. I wanna take a.., a.., a strong leap of being the number one City in Palm Beach County with voter outreach, and voters actually turning out.

How can we do that? And what, from your Department help can you provide with assisting with voter nonpartisan outreach?

City Clerk Hall: Well, we do have an updated list of churches from Palm Beach Gardens to Boynton Beach.

We also have contact with our community organizations. There are a number of organizations that do grassroots outreach health fairs, et. cetera, that we can… And, when I say partner, that means show up with our table, our voter registration cards, and our laptop to provide the schedule, especially with our upcoming general election, provide a schedule of when is the last day to register to vote, provide them with voter registration cards.

And then, some of them, you know, tell them about how they can order the vote by mail ballot.

Mayor Lawson: Okay.

If we can come back with just some budget to operate when it comes to voter registration, high school outreach for our graduating seniors, some of the community college, Palm Beach State College, some of the kids that go there, a campaign, new residents that move into the community.

I'm not sure if the young lady that just moved in the community, she's registered in the City yet, that spoke earlier. So, if we can come up with a strategy with some additional dollars to really touch on that outreach.

And, last but not least, I wanted to also, Ms. Hall, outside of this Council and this Board, is probably the first line of defense when it comes to community, for the public records requests, for their concerns, for their issues.

So, Ms. Hall, I just wanna say thank you. Thank you for….

[Inaudible comment]

Mayor Lawson: …taking the personal attacks, the demands of the community, and the fact that they hold everything on this Board and on you, so, you've done a phenomenal job in the Clerk's office this year and keep doing great work.

So, thank you.

City Clerk Hall: Thank you.

I did have some…

Chairperson Guyton: [Inaudible].

City Clerk Hall: …statistics… Just one more thing, please?

We've done nearly a hundred proclamations through the Mayor's office…

[Chuckles]

[Inaudible comment]

City Clerk Hall: …over the past year.

It's been our pleasure to provide that service.

Mayor Lawson: [Inaudible].

City Clerk Hall: We also offer free notary services, from 8:00 a.m. until 4:30 p.m., Monday through Friday.

And, I think…

Councilperson Lanier: Free?

City Clerk Hall: And also, I wanted to mention our summer interns, which is a wonderful program and we appreciate the two interns that we had in our office to help with our mail service, and scanning our documents to become digital records on the City Clerk's webpage.

And that will…

Chairperson Guyton: Thank you.

City Clerk Hall: …conclude…

Chairperson Guyton: Are there any further questions…

Councilperson Lanier: Um…

Chairperson Guyton: …or comments?

Councilperson Lanier: Yes. Chair?

Same thing with the other departments in terms of metrics, you know, a percentage of public records requests within forty-eight hours, percentage of the Agendas published before seven days.

You know, just basic metrics that.., so that when we come back here next year, you can tell us that we met these goals and we're gonna need more money to…

City Clerk Hall: Mhmm.

Councilperson Lanier: …meet even better goals.

City Clerk Hall: Yes, ma'am.

I do have it written out but I'll write it up and send it to everyone…

Councilperson Lanier: Okay.

City Clerk Hall: …on the Board.

Councilperson Lanier: Very good.

Thank you.

City Clerk Hall: Thank you.

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Yes.

Vice Chair Spiritis.

Chair Pro Tem Spiritis: I'd like to make a motion that we extend the meeting until we finish the business.

[Pause]

City Clerk Hall: Um…

Chairperson Guyton: It's been moved…

City Clerk Hall: We don't…

Assistant City Manager Copin: It's a workshop.

Chairperson Guyton: Okay.

City Clerk Hall: You…

We're in workshop, not meeting so…

Chair Pro Tem Spiritis: Oh.

We don't have…

City Clerk Hall: You don't have to…

Chair Pro Tem Spiritis: We don't have a 10:00 o'clock…

City Clerk Hall: No, sir.

Chair Pro Tem Spiritis: …deadline?

City Clerk Hall: If we were in a City Council meeting, you would have to extend but we're in workshop.

Chair Pro Tem Spiritis: Okay. Alright.

Thank you.

City Clerk Hall: You're welcome.

Chairperson Guyton: Okay.

Any further questions or comments?

[Pause]

Chairperson Guyton: Hearing none.

Keep up the good work.

Are.., are you saying something, my good friend?

[Inaudible comments]

Chairperson Guyton: Oh, oh. Okay.

I wanna make sure that you…

[Chuckle]

Chairperson Guyton: …speak your peace.

City Clerk Hall: Thank you all.

And, I hope you enjoy our token of appreciation. Thank you.

Chair Pro Tem Spiritis: Thank you.

Chairperson Guyton: Thank you.

Councilperson Lanier: Thank you.

Chairperson Guyton: Next department.

Chop, chop. Chop, chop.

Assistant City Manager Copin: The next…

Chairperson Guyton: Where are you?

Who's…

Assistant City Manager Copin: The next department up is Communications.

Walter's making his way to…

Chairperson Guyton: Oh.

Assistant City Manager Copin: …the microphone now.

Let's go Walter.

[Chuckle]

Walter!

Unk.: Big Walt.

[Chuckles]

[Inaudible comment]

Communications Director Stephens: I broke my Meta Glasses, so you'll have to...

[Chuckles]

Communications Director Stephens: Good evening, Chair, Mayor, and Council. My name is Walter Stephens. I'm the Communications Director for the City of Riviera Beach.

I'll be brief. I.., I know we.., anytime you have somebody, a Communications person, they like to talk but I promise I'll be brief.

Under the Communications umbrella is media and public relations, communications, marketing, internal communications, and webpage administration.

Some of our goals for.., I need a new computer, okay. Got you. Some of our goals are strengthening community engagement. We wanna do this by growing our social media page, and also, increasing the participation in our City meetings, and some of our City events.

We wanna advance digital communications also. You know, less than a year ago, we wanted to put efforts in telling our own story and we actually were able to do that. We did that. We.., we have mic'd up with Mayor Lawson TV show that picked up steam and did a excellent job with highlighting some of the local events and officials in the City of Riviera Beach.

We also have the Emerging Leaders Spotlight, which was done by Councilwoman Davis Panier, who does a excellent job of highlighting some young people in our community, telling our stories.

We.., excellent job with Councilwoman Miller-Anderson, with our All American City campaign. The videos were very, very productive in bringing attention to what we do in our City. We wanna continue to do that.

And also, a part of advancing our digital communications, we wanna put emphasis in.., our website needs a.., a major overhaul, uphaul, or however you wanna say it. And, we wanna put some emphasis in, you know, just kinda [stammer] improving our website.

That is one of.., gonna be a major aim and purpose for our goals in advancing our digital communications.

We wanna increase our public information transparency, we wanna enhance our media relations also. And, we've been able to do that. My background actually is media. I came to you all via News 12, the one to turn to back in the days.

Ms. Brittany Thomas also comes to us from News Channel 5. And, you know, we have a.., a big… You know, a lotta cities don't have media personalities handling their communications department.

A lot of the.., the persons that handle this type of activity in other cities come from an IT background. So, you know, we.., we are privileged to have people who come from that particular background.

And, it shows how we're able to tell messages. A lotta cities, local and some far away, pay attention to what we're doing and we get positive feedback because they call us and they

wanna know how we do certain things and.., and how we implement videos and ideas, and we do a good job of.., our team.

And, it's not just me. We have a team. Prior to six years ago, there was no team, there was just me. But now, we have a team and a great team and we're able to do a lotta things. And enhancing our media relations is something that we take pride in doing.

We have good communication and relationships with some of the local reporters, and some of the assignment that's [stammer] our editors in the City.

We wanna expand our resident outreach also. One of our main goals is.., we have a very active senior population and sometimes, they're not as tech savvy as we all are. So, we wanna do some creative things with reaching them.

Perhaps… Some of the ideas we have is.., sending, like, simple newsletters in print form, to make sure they get it. We also have a hotline that we wanna institute. That's a number that you basically call and, when you hear that number, you will hear a recording of every event that's going on in the City, every event [stammer], local meetings, HOA meetings that they may wanna attend.

We wanna be able to be creative in how we reach them because they are very, very active and they participate in a lotta things that we do in this City.

Budget modifications, we're gonna eliminate a graphic design specialist position. And, what that basically does, we're.., we're maintaining what we do instead of significantly expanding it.

We're all.., we.., like I said, we have a talented team so we're all graphic designers, we're all videographers, we're all editors. So, we take pride in, like, coming together and pooling our resources…

Councilperson Lanier: Uh…

Communications Director Stephens: …to make sure we…

Councilperson Lanier: Chair?

Communications Director Stephens: …get things done.

Councilperson Lanier: Let me ask…

Chairperson Guyton: Yes.

Councilperson Lanier: …Walter.

Chairperson Guyton: Councilwoman…

Councilperson Lanier: I know that…

Chairperson Guyton: …Lanier.

Councilperson Lanier: I see that you're getting rid of your graphic arts.

Now, I know that a lotta people are using the ChatGPT for these…

Communications Director Stephens: Yeah.

Councilperson Lanier: I don't like how…

I mean, this.., everybody has the same look. I.., I…

Communications Director Stephens: Right.

Councilperson Lanier: I mean, it…

Communications Director Stephens: Yeah.

Councilperson Lanier: So, what.., what…

So, what's happening with the graphic arts person?

Communications Director Stephens: Well, that's why we obtained a graphic artist because the ChatGPT look was just.., it was.., it's.., it's really bad now.

It was getting bad a year ago but now… And, shout out to everybody who uses ChatGPT. We're.., we're not hating on you, it's actually, you know, it's good but it's becoming, you know…

Councilperson Lanier: It's.., it's... Everybody has it.

Everybody.., and so, it's.., it does not distinguish us from other people who use it. So, when the City's flyers come out, I want it to look different from what everybody else is doing. I mean, not that we have to pay a whole lotta money but.., because you said that you.., a lot of you guys are graphic artists.

You know, old school type, means that it looks distinct from other…

Communications Director Stephens: Yes, ma'am.

Councilperson Lanier: …municipalities.

Communications Director Stephens: And.., and I agree.

And, we agree with you. And, it's just little things that, you know, [sigh], you think you're a graphic designer but it's just small things that you can make a ChatGPT flyer but it's.., it's just hard to read.

We.., we wanna.., we call it corporate design. Things like colors and drop shadows, white fonts should also always have dark.., black or gray drop shadows so you can read the font better. Just things like that, that ChatGPT will never be able to relate.

And, we want to deliver clear messaging so our residents can read it very clear. And.., and we.., we will improve and try to use less ChatGPT as we can. Yes, ma'am.

And, I'm.., I'm free to open.., [stammer] free and open, I'm sorry, to answer any questions or concerns that you may have.

Councilperson Lanier: So…

Chairperson Guyton: Are there any…

Councilperson Lanier: Yeah.

Just one quick question, Chair, about… Is.., is it the.., I know it's the Communication Department, in terms of how we are dealing with crisis communication? How does that work with your team?

Communications Director Stephens: Yes, ma'am.

We actually all have crisis communication experience, FEMA training, and we actually.., and, that's a big thing that I.., I.., I preach to my team members to, professional development is.., is.., is really big to me and I think it's one of the areas that we're lacking in, in the City as a whole.

We have to learn to do things that we may not know how to do. And, the things that we do know how to do, we have to know how to do them better because times are changing, technology is changing.

And, crisis communication is one of those areas that we've never really been strong in but we are strong now. We have team members that are very well versed in crisis communications, and we are very confident that we can meet and overcome any obstacles that we may have in that area.

Councilperson Lanier: Thank you.

And, you're doing an excellent job. I just wanna make sure that you guys have interactions with other departments. Because, what happens is that the City's bad things come out but all the departments are doing excellent work but nobody knows about it.

And, I think that we've talked about this a lot, that the City has a lot of good things going on but it never kinda gets out there. But, I think you guys are doing an excellent job of getting little things, you know, out that is happening in the City.

Communications Director Stephens: Right.

Thank you.

And, a lotta times you don't know about them because we don't know about them. [Chuckles]

Councilperson Lanier: And that's the.., that's the reason that there.., there needs to be more Communication Departments with communication because they're the ones gonna put the information out.

Communications Director Stephens: Yes, ma'am.

Chairperson Guyton: Any further questions or comments?

Mayor Lawson: Mr. Chair?

Chairperson Guyton: Mayor Lawson.

Mayor Lawson: Thank you.

Mr. Walter, thank you.

Communications Director Stephens: Yes, sir.

Mayor Lawson: Great job in the Communications.

His first year as the Director, you've done a phenomenal job.

Communications Director Stephens: Thank you.

Mayor Lawson: How can the other departments get that information?

Can we create a process where they can send over the flyers or their content? Because, what I'm seeing is that, we'll see events posted, we'll see things that pop up, it'll be last minute.

What timeline, what scheduled structure can you put together in your department to make sure that we have a consistent policy with all departments?

So, when they have an event scheduled, it goes through you so it can go out to the City. They individual [inaudible] can send them out but if we just create a policy through Communications, then everybody will be able to get it out and we'll all know about it.

Communications Director Stephens: Yes, sir.

Mayor Lawson: Especially amongst the Board.

I don't.., I don't want any events to pop up on Facebook that we didn't get an email, a Communication notification about anything. I know that's through the City Manager but it's easier if we have just one general hub.

Communications Director Stephens: Yes, sir.

And, my colleagues are doing a great job now with giving us information. They.., we have a.., our department head meetings and.., and they do share some of the great events that are going on.

We also have a process, a JOT form process internal, that allows us to keep track of the events, when we can cover them, and what kind of a.., a Staff that we can assign to those particular events.

So, the process is.., is in place, it's just.., we just need to remind and refresh everybody that it is there.

Chairperson Guyton: Are you done, Mayor Lawson?

Mayor Lawson: Yes, sir.

Thank you.

Chairperson Guyton: Okay.

Mayor Lawson: Thank you.

Chairperson Guyton: Councilwoman Davis Panier.

Councilperson Davis Panier: So, Walter, along with that… Great job. Thank you for your support, especially with Emerging Leaders.

But, I've always, since I've been here, been talking about this calendar. Is it gonna be in a.., sometimes it comes, they say it's Communications, sometimes they say it's the management office.

How can we get this community calendar so that the community can have one place to go to find out what's going on?

Communications Director Stephens: Right.

That.., that's a part of.., of the problem that I have with our current website right now. Most cities have an interactive calendar and it's a part of their.., their website. Our website doesn't really allow us to do that.

We're kinda like, you know, hacking it to do that and it's becoming expensive. Each change that we make with our website, the company charges us extra. And, that's a part of our goal, upcoming.., in this upcoming Fiscal Year to put [stammer] concentration and facilitating that process for everybody.

And that.., that would be a part of our website over'.., overhaul, I should say.

Councilperson Lanier: Chair? So.., so...

Councilperson Davis Panier: It happen quickly?

Councilperson Lanier: ...who's...

I'm sorry.

Councilperson Davis Panier: Oh, that's okay. [Stammer]…

Will that be able to be implemented quickly or is there something temporarily we could do with.., that doesn't cost that much?

Communications Director Stephens: Theres are some temporary, very temporary and simple ways to do it. Something as simple as a.., a Google calendar.

But, to make it easily accessible, it would be great to.., to marry it with our website. And, our website, basically, is our door to the City and it's just not a.., it's very clunky right now. And, even the way that the calendar looks on the website.

So, once we attack that and.., and fix that problem, I think that situation will get a lot better.

Councilperson Davis Panier: And what about, is it possible for the Council, or for the Staff to get a calendar, and then we can kinda share it out on our social media and things like that?

But, I'm just still saying, we.., I would still love to see a calendar.

Communications Director Stephens: The.., the calendar will be a master calendar so, everything can go on that one calendar.

Councilperson Davis Panier: Mhmm.

Communications Director Stephens: It could be a internal calendar and an external calendar.

One calendar… So, you all will know what's going on, what kind of events that are important for you to attend, and an external [stammer] calendar for all of the residents to see some of the events that's.., that are going on.., some great things that are going on in the Library.

But, it.., it should be as easy as all.., it all listed there and you should be able to click on whatever you want information on and it should pop up and right now, that's not quite happening but we.., we aim to fix that.

Councilperson Davis Panier: Okay.

Councilperson Miller-Anderson: Chair?

Chairperson Guyton: Is that Councilwoman Miller-Anderson?

Councilperson Miller-Anderson: It absolutely is.

Chairperson Guyton: Okay.

Communications Director Stephens: Yes, ma'am.

Chairperson Guyton: You have the floor.

Councilperson Miller-Anderson: Thank you.

Is it something from IT that you need in order.., I mean, like, do we just need to get an entirely new website? Is this something that should be a part of the discussion with IT, that needs to ha'., so that we can get it done?

Communications Director Stephens: We're talking to IT.

My opinion is a new website [chuckle]. We've been trying to.., to make it work the way that it is working and it's just not working.

Councilperson Miller-Anderson: Yeah. It's not.

So…

Communications Director Stephens: Yeah.

Councilperson Miller-Anderson: I mean, how much…

I mean, is it a lot of money? What.., what is the process in order for us to change our website? 'Cause I know we don't.., we shouldn't have to be married to something that's not working.

Communications Director Stephens: Right.

Well, the CRA actually just submitted an RFP process to get their website.., a new website and we are looking into the exact same company that I think won the process to.., to renew their website.

That is actually a very good company. Actually, it's the leading company that.., that does municipal websites. A lot of what we were trying to do with our website, we were mimicking cities who were actually using that particular company.

And, that would answer a lot of our questions. And, a.., a new website will equal to a new calendar and making the whole process a lot easier for everyone.

Councilperson Miller-Anderson: Okay.

So, you all are in the process of trying to get a different…

Communications Director Stephens: Absolutely.

Councilperson Miller-Anderson: …company for the work?

Communications Director Stephens: Absolutely.

Yes, ma'am. Yes, ma'am. We are in that process of researching it as we speak.

Councilperson Miller-Anderson: Okay.

Thank you.

Communications Director Stephens: Yes, ma'am.

Councilperson Miller-Anderson: And, thank you for what you do.

You definitely do a lot of work and I know it was just you for a long time.

Communications Director Stephens: Yes.

Councilperson Miller-Anderson: [Chuckle].

But, I appreciate everything that you do.

Communications Director Stephens: Thank you.

Can.., can I.., can I talk to you all for a second? Can I get you all to please speak into your microphones.

[Chuckles]

Communications Director Stephens: Yeah. I'mma show you something real quick. Hold on.

I got this colleagues. I know ya'll are afraid to talk to them like this but I'mma be respectful.

Councilperson Lanier: We might need.., we might need something that we can hold in our hand and you can talk.

Communications Director Stephens: [Stammer] when you talk like this, this is not really talking into the microphone.

If you're looking this way and you have the microphone like.., you can't really me right now, right?

Right.

Chairperson Guyton: Mm.

Communications Director Stephens: If you push your computers right here and put your microphone right here, that.., that doesn't quite work either.

So, just kinda try to put it like a hand.., hands length in front of the microphone.

[Inaudible comments]

Councilperson Miller-Anderson: It's too long.

Communications Director Stephens: Because, what happens is the people…

Councilperson Miller-Anderson: It's too long.

Communications Director Stephens: They.., they.., they may think…

They're.., they're thinking that the microphones don't work. And…

Councilperson Miller-Anderson: Oh.

Communications Director Stephens: Ya'll need to get new microphones.

They actually work but you have to speak into them.

Councilperson Miller-Anderson: But Walter?

Alright, so let me just ask...

Councilperson Miller-Anderson: Let me just...

Councilperson Lanier: ...you a question, Walter.

Councilperson Miller-Anderson: It's not.., it's not…

You got your computer here…

Communications Director Stephens: Yes, ma'am.

Councilperson Miller-Anderson: …and then, the mic.., this is in your mouth.

Like, can it be shorter?

Communications Director Stephens: We… I can…

Councilperson Miller-Anderson: That's why we put it to the side.

Communications Director Stephens: You have a longer stem on purpose though, because you put your mic over here… [inaudible].

Councilperson Miller-Anderson: I [inaudible]…

Communications Director Stephens: [Inaudible].

Councilperson Miller-Anderson: ...if it wasn't so long.

Communications Director Stephens: Yes.

But, I can get you a shorter one.

Councilperson Miller-Anderson: Okay.

I'll.., I'll.., I'll go with that.

Communications Director Stephens: Yes, ma'am.

Yes, ma'am.

Councilperson Lanier: Okay.

So, let me ask one last question, please.

[Inaudible comment]

Councilperson Lanier: Alright.

Communications Director Stephens: I'm sorry. I'm sorry.

I.., I've been wanting to do this for a long time.

[Inaudible comment]

Communications Director Stephens: I.., I wanted to…

And.., to help you all out. It's not really you all either. This room is horrible. Acoustically…

Councilperson Miller-Anderson: Yeah.

Communications Director Stephens: …it's a nightmare.

It wasn't really built to have Council meetings. And, it's just bad. Because, if you're in here, you can't.., you can't really hear in here unless you're speaking into the mic. The people at home can hear you a lot better than they can hear you in here.

So…

Councilperson Lanier: I see.

Communications Director Stephens: But, thank you very much.

I appreciate you.

[Chuckles]

Councilperson Lanier: No.

Chairperson Guyton: Okay.

Councilperson Lanier: I just wanna ask…

Say something…

Chairperson Guyton: Please.

Councilperson Lanier: …quickly that the, all the other departments because it's kinda fragmented now with the Police Department has their own site, I think. The Library has their own site, I think. CRA has their own site.

So, I think, in City Administration, there needs to be some coordination of all the departments sending you information for.., to push out. Because, I mean, the way it's going now, it's just piecemealed out.

Communications Director Stephens: Yes, ma'am.

We.., we.., we plan to do that too. And, we have some things internally, some more TV shows. We wanna highlight some of the wonderful things that Mr. Brody is doing at the Library. So, talking to my team members about that.

And, we also have something that we're doing with the CRA also, to utilize kinda like what's going on in the CRA in the City's District.

So, there.., there are some plans to kinda, like… And, be on the lookout too for Parks & Recreation to start doing a lot of things with them. We wanna start streaming some of our local

football games, and putting that on air, on their sites and, there.., there's a lot of concentrations to kinda unify a lot of what we're doing.

Chairperson Guyton: [Inaudible] very much.

Any further questions or comments?

Good job, Walt.

Communications Director Stephens: Thank you.

Thank you.

Chairperson Guyton: You've been doing a good job for years.

Go Rattlers.

Chairperson Guyton: Next Depart...[Chuckle].

Finance and Administrative Services Director Sherman: Alright.

Chairperson Guyton: Next Department.

Finance and Administrative Services Director Sherman: You get me for the rest of the night.

So…

Councilperson Davis Panier: [Chuckle].

Chairperson Guyton: Wait, wait, wait, wait.

What happened to Administration?

Finance and Administrative Services Director Sherman: The City Manager asked that I…

Chairperson Guyton: Oh.

Okay.

[Chuckles]

Chairperson Guyton: So, it's gonna come up…

Finance and Administrative Services Director Sherman: It will.., [stammer]… We'll get there.

Chairperson Guyton: Oh, oh.

Okay.

Finance and Administrative Services Director Sherman: Alright.

So, Finance, again, our.., our main…

Chairperson Guyton: Wait, wait.

One quick question.

Finance and Administrative Services Director Sherman: Sure.

Chairperson Guyton: Who.., who does special events fall under?

Finance and Administrative Services Director Sherman: Administration.

Chairperson Guyton: Okay.

Let's go.

Finance and Administrative Services Director Sherman: So, basically, we have.., we have four organizations, Administration.

But then, we have our Finance Services, which is where accounts payable, grants, payroll, that's all under Financial Administration. That's where we do our financial reporting and the like.

We keep our Treasury Services separate from our Customer Service. Customer Service deals with the billing and the meter reading and the call center. The Treasury then does the collections and the investment and dealing with debt service and.., and pensions and the like.

But, we do keep them all separate. Nobody has the ability to do anything on their own. It always takes two people to.., to at least do a transaction in the City.

On the Finance side, again, our big issues that we have had for the last couple of years is issuing the.., the debt that we have in the City, or have been looking to issue in the City. I will tell you that we actually closed today on the $115 million of referendum bonds.

So, those dollars are now in.., in our accounts and…

[Dais exclamation]

Finance and Administrative Services Director Sherman: …ready to go.

Councilperson Lanier: Very good.

Finance and Administrative Services Director Sherman: And, as I mentioned earlier… No. I guess it was a different meeting. Still earlier.

But, we should be pricing the Utility bonds in September. I don't know if we will get them closed in September but they should close shortly thereafter.

So, looking forward to our.., our next year, we're really looking to get back to some of the administrative issues that we deal with. I am going to have to put my glasses on. We do have.., and, I know we have a.., a full report that'll be coming to you in September, that Councilwoman Lanier asked for on the Utility system.

But, I will tell you that we do have the ability to review all the activity that is going on during the month. We try to reach out to customers to the best that we can as time allows, when we see something, so we don't wait for the bill to be issued and then we have to go through that whole process.

We're going to try to increase that first contact resolution with our customers to get to them, again, before we have billing issues.

We're always looking for new ways to take in money, to help customers pay their bill and provide convenience. You know, we don't do anything like Apple Pay and, you know, Venmo, and all those things. So, we will be looking to.., to expand on some of those issues.

And then, we have to get back to really preparing our next 10 Year Capital Plan. So, we're really coming to the end of the plan that we did really when I first got here. So now that we have done all of the capital.., large capital projects, we'll be looking to develop the next 10 Year Capital Plan that we have.

As far as our operating budget, you see it's really only about a $60,000 change from one year to the next. That is all printing and postage. You know, we do issue about a hundred and sixty thousand invoices a year with the Utility system.

We try to get customers to, you know, take their bills by email and everything but we really haven't been all that successful with that. But, that really is all postage and.., and the printing.

We do have twenty-seven positions in the Finance Department. Three of those positions are part timers. And, as you can see, we're actually taking two full time positions this year. I have two people that have asked to work part time, so we're going make them part of our.., our operations.

But, that's the.., the Finance Department operations. And, I can take any questions on…

Chairperson Guyton: Yes.

Finance and Administrative Services Director Sherman: …Finance.

Chairperson Guyton: Mr. Sherman, I asked for some information, on the COLA's.

I asked you for some exact information.

Finance and Administrative Services Director Sherman: Yep.

So, all of that information that was asked for at those previous meetings, are actually sitting in the Manager's office. But, let me see if I can give you an answer on that one. It.., it's about $228,000 to add.., to go from four percent to six percent.

Chairperson Guyton: And, that's for just non-union employees…

Finance and Administrative Services Director Sherman: Correct.

Chairperson Guyton: …who didn't get it last year.

They got four percent and the CRA got six percent. Is that correct?

Finance and Administrative Services Director Sherman: I do not know what the CRA got.

But [stammer]…

Chairperson Guyton: I know what they got.

Finance and Administrative Services Director Sherman: The City did get four.

Chairperson Guyton: They got six percent.

I.., I think you [inaudible] but…

Finance and Administrative Services Director Sherman: Yep.

Chairperson Guyton: Yeah.

So, that has been something that has been bothering me for a year 'cause I like to treat everybody fairly. And.., and we… I know we have to reduce but we reduced on the CRA side and this side.., I meant, on this side.

I'm asking my colleagues to make it fair this year and give the employees on the City side the six percent that they didn't get last year and moving forward, the CRA and City should get the same thing. So, that is gonna… [Stammer] and we had this discussion early on in the budget session.

So, that is gonna be my request. I'd like to get input from my colleagues, aye or nay. And, so Staff would know how to go and move and adjust the numbers.

Any opposition?

Councilperson Lanier: What.., what was the numbers though?

Seems like I saw something like that, that told us that three percent was this and four percent was that.

Chairperson Guyton: I don't know.

But…

Councilperson Lanier: No.

Who…

Chairperson Guyton: But.., but I…

I.., I didn't see those. I just know that the CRA got six percent and the City got four and I wanna flip it this year to make it fair. That's.., that's what I'm looking for.

Councilperson Lanier: You know you're not gonna get any objections for giving employees money, right?

We're not gonna…

Chairperson Guyton: Well, we got it last year.

Councilperson Lanier: You're not gonna get any objections on that.

I just wanna make sure that we know what the numbers are so that we can…

Chairperson Guyton: Oh yeah.

That's what I was just…

Councilperson Lanier: Yeah.

Chairperson Guyton: …asking.

He said about $220,0000.

Finance and Administrative Services Director Sherman: Yeah.

[Inaudible comment]

Finance and Administrative Services Director Sherman: And…

Chairperson Guyton: Any.., any objection?

'Cause we.., we have to keep this moving.

Councilperson Miller-Anderson: Well, I mean…

Finance and Administrative Services Director Sherman: And again, I…

Councilperson Miller-Anderson: Chair?

Chairperson Guyton: [Inaudible].

Finance and Administrative Services Director Sherman: I know... I'm sorry.

Go ahead.

Chairperson Guyton: Go ahead.

Go ahead.

Finance and Administrative Services Director Sherman: Well, I was gonna say, I know the Manager's office has binders for.., for everything that you asked for.

So, that's what we were just conferring over here, that… Ms. Jacobs, you wanna…

Assistant City Manager Jacobs: Sure.

Thank you, Mr. Sherman.

[Inaudible comment]

Assistant City Manager Jacobs: May I, Mr. Guyton?

Chairperson Guyton: Yes.

Assistant City Manager Jacobs: You didn't receive that information that we talked about a couple of days ago?

Chairperson Guyton: I looked for it.

Did you send it?

Assistant City Manager Jacobs: I didn't.

Latasha sent it. But, I called Mr. Sherman, he sent…

Chairperson Guyton: [Inaudible].

Councilperson Lanier: [Inaudible].

Assistant City Manager Jacobs: …it to Latasha

Councilperson Lanier: Latasha.

Assistant City Manager Jacobs: Latasha sent it out to all of you all.

Chairperson Guyton: Maybe I was looking under the wrong name.

I…

Assistant City Manager Jacobs: It.., it went out.

It did.

Chairperson Guyton: It did?

Assistant City Manager Jacobs: It…

Chairperson Guyton: Okay.

Assistant City Manager Jacobs: Yeah. It went out the same morning that you called me.

Chairperson Guyton: Okay.

Any further discussion on that issue? We can't be here all night on it. Just…

Councilperson Lanier: Yeah.

Chairperson Guyton: Is it aye or nay?

Councilperson Lanier: Oh.

Here it is, Mr. Chair.

Chairperson Guyton: Okay.

Councilwoman Miller-Anderson, do you have some comments?

Councilperson Miller-Anderson: Yeah.

I was asking for the numbers.

Councilperson Lanier: I.., I found it.

It's… The current cost of non-affiliated employees' wages and benefits is currently an annual total of $14,446,000. Two percent would be $288,939, four percent would be $577,000, and six percent would be $866,000.

Chairperson Guyton: No.

That.., I don't think that's right.

Councilperson Lanier: That's what I got…

Finance and Administrative Services Director Sherman: No.

But that's…

Councilperson Lanier: …in the letter.

Finance and Administrative Services Director Sherman: That's the increment.

So, if…

Chairperson Guyton: No, no.

I'm talking about…

Finance and Administrative Services Director Sherman: To answer your question earlier, it was between four and six, is about two hundred and…

Chairperson Guyton: Okay.

Yeah.

Finance and Administrative Services Director Sherman: The difference.

Chairperson Guyton: Yeah, yeah.

The difference…

Finance and Administrative Services Director Sherman: Yeah.

Chairperson Guyton: …is.., is about two hundred and something from.., from what it is now to take it up to six.

Councilperson Miller-Anderson: So, what would that.., where would that be coming from?

Chairperson Guyton: I'm sorry?

Councilperson Lanier: It's coming from the Chair's budget.

Finance and Administrative Services Director Sherman: It's…

[Inaudible comment]

Finance and Administrative Services Director Sherman: Over the last couple of weeks, you've added a lot of money that we've gotta go back now and try to figure out how we're gonna work it into…

Chair Pro Tem Spiritis: Chair?

Finance and Administrative Services Director Sherman: …the budget.

Chairperson Guyton: Yes.

Finance and Administrative Services Director Sherman: And what's gonna…

Chair Pro Tem Spiritis: Chair?

Finance and Administrative Services Director Sherman: …ha'…

Councilperson Lanier: I think we can find it.

Chairperson Guyton: Yeah. We.., we find money for anything that we want.

But.., but, go ahead, Dr. Spiritis.

Chair Pro Tem Spiritis: So, Director Sherman, you know, we.., we do know that we are coming up to a vote in November on homesteaded.

Finance and Administrative Services Director Sherman: Yes.

Chair Pro Tem Spiritis: And we're passing a lotta things here, we're gonna.., we're gonna have a balanced budget. It's all great and everything else.

What happens if we lose the $9 million that the Tax Assessor spoke about when she was here?

Finance and Administrative Services Director Sherman: So again, losing that.., losing…

You won't lose anything in '27. Right? It'll be.., '28 is your first year and it's about $6.5 million, $6.6 million, in '27. And then nine and a half in '29?

Seventy-five percent of your budget is personnel. There's certain things that you can't eliminate or reduce. You know, your insurance…

Chair Pro Tem Spiritis: [Inaudible].

Finance and Administrative Services Director Sherman: …property insurance, you know, your liability insurance. That's not gonna go away.

You know, it.., it's gonna have to be bodies. But again.., or, I won't say bodies, it's gonna have to be positions primarily. You only have so much discretionary spending. It.., it doesn't come anywhere close to those numbers. But, it's gonna have to be positions.

Now, going.., again, going back to 2021 or so, you've added about.., and, I don't mean you, but, you know, the City has added about sixty positions since that time. So, it's gonna be an unwinding, I would think, of.., of those positions.

Chair Pro Tem Spiritis: But, we do have other options, right?

There are other options out there.

Finance and Administrative Services Director Sherman: Well, the [stammer]…

The other option is to raise your millage rate, which I really wouldn't think that that would be where you would wanna go. You know…

Chair Pro Tem Spiritis: But, you could move…

Finance and Administrative Services Director Sherman: …'cause then.., then again…

Chair Pro Tem Spiritis: …[inadible].

Finance and Administrative Services Director Sherman: …you start to get capped out.

Chair Pro Tem Spiritis: But, you can move the CRA into the City and we would save…

Finance and Administrative Services Director Sherman: Yeah.

Chair Pro Tem Spiritis: …a substantial…

Finance and Administrative Services Director Sherman: We.., we've…

Chair Pro Tem Spiritis: …amount of money.

Finance and Administrative Services Director Sherman: …talked about that, you know, dissolve that and roll those.., those dollars in.

But, keep in mind, this.., doing that, all the liabilities that the CRA has come with it.

Chair Pro Tem Spiritis: They're gonna come to us anyway.

Finance and Administrative Services Director Sherman: I'm sorry?

Chair Pro Tem Spiritis: When the CRA sunsets, we're gonna have it regardless.

Those liabilities.

Finance and Administrative Services Director Sherman: Yeah.

You're right. It.., it's just, you lose the county money is…

Chair Pro Tem Spiritis: Right.

Finance and Administrative Services Director Sherman: …is the difference. But... Yeah.

Chair Pro Tem Spiritis: Okay.

Councilperson Davis Panier: Can I ask a question?

[Inaudible comment]

Chairperson Guyton: Yes.

Councilperson Davis Panier: Can I.., I just had a question.

Since you brought up the CRA, I had this question before.

The $700,000 that the CRA pays to the City, where does that.., how is that money spent? Or, allocated?

Finance and Administrative Services Director Sherman: So, the CRA, there's.., there's two.., there's two things that the CRA does.

They.., they offer to pay for some police officers. And, I think the Chief has them to three this year? Three.., three this year. So, that's one set of dollars. When we get those dollars, the Chief can hire people and they get paid by the CRA.

The other amount that they pay to us is only $200,000. Okay? And, what that covers is.., or, I'll say partially covers is, all of the administrative services that we.., that the City provides to the CRA.

So, the CRA uses our Human Resource Department, the CRA uses the Finance Department. And, it covers those types of… The IT, you know, work that.., that they do.

So, the.., the $200,000, I think if we actually costed out our services, probably would be short. You know, there was a time where the CRA would also contribute to some of our capital projects and those types of issues, but that hasn't been as much in the recent years.

Chairperson Guyton: Okay.

Let's.., let's.., let's… A aye or nay. Last year, they did not get it and the CRA got it. All I'm trying to do is be fair and then put them on a level playing field. Moving forward, everybody gets the same.

So, aye or nay? We.., we… I'm.., I'm for it, for six percent. Ms.., Ms. Panier, we'll go down the…

Councilperson Davis Panier: Mhmm.

Yes.

Chairperson Guyton: Yes.

Councilperson Davis Panier: Mhmm.

Chairperson Guyton: Yes.

Chair Pro Tem Spiritis: Yes.

Chairperson Guyton: That's three.

Ms.., Ms…

Councilperson Miller-Anderson: [Inaudible].

Chairperson Guyton: Well, now, we.., we wanna put you on record.

Councilperson Miller-Anderson: [Inaudible].

Chairperson Guyton: We.., we wanna put you on record. Do you...

Unk.: Now you [inaudible]…

Chairperson Guyton: …support it or not.

Unk.: …want our vote.

[Inaudible comment]

Chairperson Guyton: Oh, you don't wanna go on record? Okay.

Councilwoman Lanier?

Councilperson Lanier: Didn't I say that you're not gonna get anything out of me with not giving.., giving employees money that's not.., you're gonna have a problem [inaudible] with that?

Chairperson Guyton: Okay.

So, four of them spoke up. Councilwoman Miller-Anderson chose not to. That's her right. So…

Finance and Administrative Services Director Sherman: Yeah.

We have…

Chairperson Guyton: One…

Finance and Administrative Services Director Sherman: We have it.

Chairperson Guyton: Alrighty. Okay.

Finance and Administrative Services Director Sherman: Okay.

So, the next.., next budget I have is the Marina budget. Again, we would still like to get Phase 4 going. You just recently passed the contracts for our marine engineers. So, we are now giving up that work that we have down at the Marina.

Within the next couple of weeks, you'll get an inspection on the seawall because since that has been put in that has never been inspected. We got one group that is going to be repairing.., or working to get the repairs on the connector docks between A and B.

Another one's going to be working on the mooring fields. And then, another one that is going to be working on, hopefully, Phase 4 expansion.

We have seagrass issues. We have to mitigate the seagrass, and that's what has kinda held up 4.

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Yes.

Vice Chair Spiritis.

Chair Pro Tem Spiritis: Okay.

Dir'.., Director Sherman, as you know, I've been meeting with most of the boat people on both sides of the intracoastal, and there was a lot of concerns with the mooring fields. So, if you can meet with us and we can discuss that in the future…

Finance and Administrative Services Director Sherman: Yeah.

Chair Pro Tem Spiritis: …how many and where they're gonna be located.

Finance and Administrative Services Director Sherman: I.., I would love to.

And, I know you'll.., you'll be happy to hear that we're reducing the Phil Foster field yet again. So yes, whenever you're ready to.., to meet.

Chair Pro Tem Spiritis: Great.

Thank you.

Finance and Administrative Services Director Sherman: And, I know Chief Coleman will be glad to hear that we do have three marine officers that have been built in here, that go along with, you know, the new Ordinance that the Police Department has.., has enacted or.., or, you've enacted on their behalf.

And again, we'll.., we're going to start getting into.., now that we have the consultants onboard, we'll start getting into what types of vessels the Police Department needs to be able to, you know, to maneuver in those areas, rather than maybe not taking out their.., their new boat quite as frequently.

As far as the operations, I'll tell you, when this Marina first opened in 2014, it had about a $6 million deficit. Since that period of time, so, just over ten years, we've just about wiped out that entire deficit.

We've done Phase 3 expansion. This operation, as you can see up there, we're at $5.5 million this year, and next year we should be at six one. As a matter of fact, we may actually eclipse the six one this year based on the fact that we are at full capacity.

Any questions? Additional questions on the Marina?

Chairperson Guyton: Questions on the Marina?

Councilperson Lanier: I just wanna ask one question in regards to the.., the mooring fields.

I remember when we were talking about permits through FDEP and…

Finance and Administrative Services Director Sherman: Yep.

You want…

Councilperson Lanier: Yes.

Finance and Administrative Services Director Sherman: …an update real quick?

Councilperson Lanier: So, what's happening with that?

Finance and Administrative Services Director Sherman: Okay.

So again, we have two mooring fields. We have…

Councilperson Lanier: Right.

Finance and Administrative Services Director Sherman: …the one for Peanut Island and one over at Phil Foster.

We have now received the lease on the submerged land at the one by Peanut Island. So that one we are ready to move forward, so we've been working with Procurement to, you know, get a solicitation out for the installation of the.., the moorings and the field.

And, I'll be bringing that lease to you to.., to confirm that lease. And again, that's a no cost lease. We.., they don't charge us anything, they just, obviously, put, you know, conditions on its.., on its use.

Over at Phil Foster Park, we did.., we've actually received preliminary permits from FDEP twice but we continue to get comments from the Sheriff's office and we now have comments from the Palm Beach County Parks & Recreation.

So, we're making those adjustments now to the.., to the mooring field. So again, it's going through its third revision. And then again, once that goes through, we don't see any reason that we shouldn't be able to get the submerged land lease.

But again, I will gladly meet with, you know, with the.., the boaters, the folks over in that area, the Sugar Sands area and make sure that we've got everything in place before we move forward with that.

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Yes.

Vice Chair Spiritis.

Chair Pro Tem Spiritis: Please, don't forget the people that live in Riviera Shores and Lakeview Park.

They also have concerns…

Finance and Administrative Services Director Sherman: Yes.

Chair Pro Tem Spiritis: …about the mooring fields.

Finance and Administrative Services Director Sherman: Yeah.

Chairperson Guyton: Okay.

Any further questions?

[Pause]

Chairperson Guyton: Hearing none.

Next department.

Finance and Administrative Services Director Sherman: Okay.

The next one I have is Parking. Again now, parking, keep in mind, is.., we've been operating for less than a year, so now that we have started to get some better data on what's occurring in our parking areas, we will be bringing back certain adjustments.

So, the way that we ran this, for the first year, you'll see a first one actually on the next City Council meeting with free parking for residents and adding an overnight rate at the.., at the Marina lot are the.., are the two requests that we're look'.., gonna be bringing forward.

Again, I kept the budget on the Marina flat for this year. I can tell you, we will not meet that million six for 2026. Again, slow start getting the cameras installed and then, you know, we made those adjustments back in June and July. So, I'm keeping that at a million six.

But, I think once this actually gets up and running, I think the original projections were over $2 million. And, I don't see any reason why we shouldn't be able to.., to get to those numbers.

Keep in mind, the parking revenues are intended to be used for parking enhancements and mobility. So, when we get the mobility study, there may be some things that we can, you know, use these revenues for.

Mayor Lawson: Mr. Chair?

Chairperson Guyton: Mayor Lawson.

Mayor Lawson: I think at one time, Mr. Sherman, that we talked about possibly revenue going to roads, remilling, resurfacing, redoing of roads.

Did we get an opinion on that?

Finance and Administrative Services Director Sherman: It.., it clearly is not in the Ordinance.

But again, I think once we get the mobility plan done, we can amend that and then be able to.., to do what you're looking for.

Mayor Lawson: Okay.

'Cause I think that the additional revenue of $2 million will really help with a lot of…

Finance and Administrative Services Director Sherman: Yes.

Mayor Lawson: …the roads that we need redone throughout the community.

Second thing, I'm still getting some concerns. I'll wait to the City Council meeting, where I'll send over the notice about some of the parking timestamps being less than two hours. So, I wanna make sure that residents are clear in regards to if they have to scan the QR Code or, if they come in, do they just automatically validate the.., the parking ticket that they receive?

What is the process? 'Cause I got a couple of complaints about them still being ticketed for being there less than two hours.

Finance and Administrative Services Director Sherman: So, the only place they should be being ticketed for less than two hours would be at the premium lot.

Mayor Lawson: Mhmm.

Finance and Administrative Services Director Sherman: But, I'll tell you, the process that…

Chairperson Guyton: Where is the premium lot so people…

Finance and Administrative Services Director Sherman: So, the…

Chairperson Guyton: …know?

Finance and Administrative Services Director Sherman: …premium lot is the.., is actually Ocean Boulevard, on the east side of Ocean Walk.

So, right.., right where the, you know…

Chairperson Guyton: Oh. Okay.

On the beach side?

Finance and Administrative Services Director Sherman: Go to the beach side, right. That.., that's your premium lot.

When.., when there's, you know, when… Every.., every violation that comes up gets a [stammer] a manual review by your consultant, you know, the firm that we work with. They actually put a set of eyes on it and they go through it and they make sure that all of that is.., is correct.

And then again, if we get a call or a complaint, we then go through that same process. Now we'll.., we may be able to identify that it.., it's a resident, or it's an employee, and maybe they shouldn't have gotten that ticket in the first place where, again, the consultant that doesn't have that same information.

So again, if we're getting them, we go through a.., a secondary review.

Mayor Lawson: Okay.

And that manual review that we actually go through, has the ticket already been sent out to the.., to the resident, or to the…

Finance and Administrative Services Director Sherman: That.., that…

Mayor Lawson: …person?

Finance and Administrative Services Director Sherman: It has and that's how we then know about it 'cause they'll…

Mayor Lawson: Okay.

Finance and Administrative Services Director Sherman: …they'll contact us.

And we try to, again, be that intermediary between us and the.., and the consultant.

Mayor Lawson: So, the signage at the premium lot, I haven't driven passed there recently but I just wanna make sure that it's clearly notated that they will be charged for driving through the lot, I'm assuming?

Finance and Administrative Services Director Sherman: No.

It's not.., the driving through the lot 'cause we actually have a.., a half hour grace period. So, when you come in through the cameras, it doesn't start counting for that first.., did I say half hour?

Mayor Lawson: Mhmm.

Finance and Administrative Services Director Sherman: I think it's fifteen minutes, I'm sorry.

Mayor Lawson: Mhmm.

Finance and Administrative Services Director Sherman: Fifteen minute period.

So again, if all you're doing is driving through, it won't.., you know, you're in, you're out, you're under for that fifteen minutes, it won't.., it won't count.

Mayor Lawson: Understood.

Finance and Administrative Services Director Sherman: And again, that should give you enough time, again, if you need to go through and maybe unload something, load something, pick up a passenger.

But again, you got that.., you have that grace period on that side.

Mayor Lawson: Okay.

Chair Pro Tem Spiritis: Finished, Mayor?

Councilperson Miller-Anderson: Chair?

Chair Pro Tem Spiritis: Yes.

Councilperson Miller-Anderson: The…

Chair Pro Tem Spiritis: Commissioner Miller…

Councilperson Miller-Anderson: …information…

Chair Pro Tem Spiritis: …Anderson.

Councilperson Miller-Anderson: …for em'.., not employees, for residents to get the residential pass, becasue I.., I see a lot of residents that are complaining about the.., the charges.

But, it appears they are not familiar with there being a.., a resident's pass. Have you all sent it out, like, in the water bills or how was that sent out and communicated to the…

Finance and Administrative Services Director Sherman: We act'…

Councilperson Miller-Anderson: …residents?

Finance and Administrative Services Director Sherman: We actually did two direct mailings.

Councilperson Miller-Anderson: Mhmm.

Finance and Administrative Services Director Sherman: We mailed it to every resident.

Councilperson Miller-Anderson: That's right.

Finance and Administrative Services Director Sherman: When we first…

Councilperson Miller-Anderson: Postcard.

Finance and Administrative Services Director Sherman: …started.

Councilperson Miller-Anderson: Like a postcard.

Finance and Administrative Services Director Sherman: And then we did another one I think it was around late February, early March.

And now that we're getting ready to.., to go into our second year, there'll be another direct mailing that goes out.

Councilperson Miller-Anderson: So, is it possible to have maybe a sign out in the parking lot, like we have for the.., for them to be able to pay? Is there a sign or something we can put out there? Just kinda like a QR Code for the residents to purchase?

Or, however… I don't know what the process is for getting it but just to alert them there is a residential pass that they can get if they're a resident?

Finance and Administrative Services Director Sherman: Yeah.

The.., the QR Code that's out in the parking lot actually is to buy time. It.., it's not…

Councilperson Miller-Anderson: No.

I understand.

Finance and Administrative Services Director Sherman: It's not to set up...

Councilperson Miller-Anderson: I was saying maybe for them to be able to purchase a residential…

Finance and Administrative Services Director Sherman: Yeah.

Councilperson Miller-Anderson: …but maybe that'll confuse them.

So, not that but maybe just doing some sort of sign.

Finance and Administrative Services Director Sherman: Yeah.

We'll…

Councilperson Miller-Anderson: So that they're able.., they're able to know.

'Cause it seems like a lot.., I see a lot of people complaining about being charged and a lot of those people actually live in the City. So, I don't think they're aware of... I mean, they may or may not have seen the postcard.

But, if there's something that we can put actually out in the parking lot.

Finance and Administrative Services Director Sherman: We can.., we can put a.., a second QR Code and [stammer].., or, even when they go in to pay, could say, hey, if you're a resident, you know, you could go, you know, go down this avenue instead and get the permit.

'Cause, again, we're gonna ask for on the second, is that we make those resident permits free, rather than charge the fifty dollars.

Councilperson Miller-Anderson: Right.

Finance and Administrative Services Director Sherman: And, what we've been doing for the past year, again, if someone.., a resident gets a ticket, we're like, well, rather than pay the ticket, why don't you just get the resident permit, we'll wipe out the ticket, use that money to pay for the thing and then you have it for the whole year.

So, we've been trying to help them get to that point, but we actually have only about three hundred and fifty residents that actually signed up for a permit. So, I'm hoping now that we go to the free thing that we will get more.., get more [inaudible].

Councilperson Miller-Anderson: And when was...

And, that was something that I was thinking about because I.., I have talked to quite a few people and, I mean, it.., it won't hurt, I don't think, for us to.., we're trying to capture from the tourists that are coming and deterring those people who are using it when they go to a whole nother different area.

So, in terms of being able to provide a free pass to the residents, how.., how do we make that happen?

Finance and Administrative Services Director Sherman: Oh.

They're still gonna have to register because…

Councilperson Miller-Anderson: Right.

Mhmm.

Finance and Administrative Services Director Sherman: …we need to get their…

Councilperson Miller-Anderson: Right.., right.

Finance and Administrative Services Director Sherman: …license plate numbers.

But, I mean, that.., that's really the only way that it can happen 'cause, again, it's all.., it's all electronic reading.

Councilperson Miller-Anderson: So, we just need to say, here now, that that's what we want or is that something we have to wait for?

How does...

Finance and Administrative Services Director Sherman: Well…

Councilperson Miller-Anderson: …that happen?

Finance and Administrative Services Director Sherman: I've got a Resolution on for the 2nd.

Councilperson Miller-Anderson: Okay.

Chairperson Guyton: Yeah. Yeah.

Finance and Administrative Services Director Sherman: And then again, once that goes into effect, then we'll do the mailer.

If you approve it, then we'll do the mailer and.., and get it out right away.

Councilperson Miller-Anderson: Okay. Alright.

Thank you.

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Yeah.

And, this Item is gonna be on our City Council meeting the next meeting where we can have in depth discussion but if you all have to say something right now during.., at 10:30…

[Inaudible audience comment]

Chairperson Guyton: 10:30 at night and it's coming up at our next meeting that we can have these discussions.

Go ahead. Which one wanna speak?

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Vice Chair Spiritis.

Chair Pro Tem Spiritis: Right.

I.., I would.., since this is the budget meeting, I would just suggest that you purchase more, you know, meters rather than just depending upon the cameras 'cause I think a lotta people are.., are not familiar on how to use the uploading of.., of the codes and make it easier for people.

I know you just bought two new meters, right?

Finance and Administrative Services Director Sherman: We.., we ordered four.

And they…

Chair Pro Tem Spiritis: Four?

Finance and Administrative Services Director Sherman: …still haven't come in.

It's been about five…

Chair Pro Tem Spiritis: They take a long…

Finance and Administrative Services Director Sherman: …months…

Chair Pro Tem Spiritis: time to…

Finance and Administrative Services Director Sherman: …since…

Yeah.

Chair Pro Tem Spiritis: Yeah.

But I.., I think that that will help substantially. And, as you know, I've been against charging for parking, especially against the residents. So, I'm looking forward, Chair, to the next meeting.

Chairperson Guyton: Sounds good.

Mayor…

Councilperson Miller-Anderson: Chair?

Chairperson Guyton: …Lawson.

Councilperson Miller-Anderson: Oh.

Mayor Lawson: Thank you.

Do they have to scan the code when they come through the parking lot?

Finance and Administrative Services Director Sherman: Everyone should scan the code.

Now, if.., if I only think I'm gonna be there a half hour or I get the two hours free, I don't necessarily need to. But, what we're finding is, those that don't do it, cause, now you're not getting a notification that your time's running out, and they're getting caught because they end up staying longer than they had anticipated.

So, they really…

Mayor Lawson: They should…

Finance and Administrative Services Director Sherman: …should scan…

Mayor Lawson: They should but it.., do they have to?

Finance and Administrative Services Director Sherman: They do not have to.

Mayor Lawson: Okay.

And then, the second follow up is with the.., the free passes. Can we make that automated so that if there's just a QR Code in the parking lots that residents scan here for your free pass is automated?

Because, if it's just updating the system, they don't have to come into the office. They can do it virtual, they can do it online and if we get a QR Code. So, when you bring it to the Resolution next week.

And, we can also do a mock up. So, when they go to these parking lots, residents scan here for your free pass, it automatically get them set up?

Finance and Administrative Services Director Sherman: Yeah.

I'll.., I'll have that information for…

Mayor Lawson: Thank you.

Finance and Administrative Services Director Sherman: …next week, whether that's doable.

Chairperson Guyton: Okay.

Councilperson Miller-Anderson: One question.

Chairperson Guyton: Okay.

Can we please…

Councilperson Miller-Anderson: Chair?

One question, please.

Chairperson Guyton: It's coming up again next week.

Councilperson Miller-Anderson: One question, please.

Chairperson Guyton: Jesus.

[Pause]

Finance and Administrative Services Director Sherman: Is.., is there another question on parking?

Councilperson Miller-Anderson: Yes, it was.

Chairperson Guyton: Yes.

Councilwoman Miller-Anderson.

Councilperson Miller-Anderson: When they scan that.., I mean, don't they have to verify that they're a resident?

How do they prove that they're a resident?

Councilperson Davis Panier: Right.

Councilperson Miller-Anderson: So, it would be able to do that with the.., the QR Code?

Finance and Administrative Services Director Sherman: Ultimately, you have to give us…

Councilperson Davis Panier: Mhmm.

Finance and Administrative Services Director Sherman: …a copy of your registration, ‘cause we have to verify that you are a City resident.

Councilperson Miller-Anderson: So, if they’re doing that in the parking lot at the time they’re there, how does that…

Finance and Administrative Services Director Sherman: Yeah.

Councilperson Miller-Anderson: How does it work?

Finance and Administrative Services Director Sherman: They…

We’ll have to see if they have the ability to scan the registration right at that time. Or again, maybe we just get it after the fact. But we’ll.., we’ll.., I’ll talk to…

Councilperson Miller-Anderson: Okay.

Finance and Administrative Services Director Sherman: …One Parking and see what we can do with that.

Councilperson Miller-Anderson: Thank you.

Chairperson Guyton: Okay.

Thank you.

Next department.

Finance and Administrative Services Director Sherman: Oops. Okay.

So, [stammer]… Alright. So, City Administration. Again, just so you know, when we’re talking City Administration, that accounts the Manager’s office, it includes Economic

Development, Special Events, Internal Auditor, Capital Projects, the Engineer is under City Administration.

And then…

Chairperson Guyton: Is this the last department?

Finance and Administrative Services Director Sherman: I'm sorry?

Chairperson Guyton: Is this the last department that you have?

Finance and Administrative Services Director Sherman: Other than yours.

Legislative. One more.

Chairperson Guyton: We can skip…

Finance and Administrative Services Director Sherman: This.., this…

Chairperson Guyton: …that one.

Finance and Administrative Services Director Sherman: …one's pretty easy.

Our goals, they're the Citywide goals. It…

Chairperson Guyton: Okay.

Finance and Administrative Services Director Sherman: You know, they don't have individual goals.

Again, looking at the budget.., glasses back on, looking at the budget, if you.., you know, the City Administration budget itself, it's gone from four nine down to four eight nine two. So, it really hasn't changed all that much.

The general admin budget is going from $27 million in 2026 up to $30 million. And again, the real change that we have there is trying to budget for that $60 million of, you know, potential bonds that.., that we may or may not occur.

Again, I just do wanna go through the budget modifications real quick. Special Events was reduced from $500,000 to $100,000. I know we had talked about the Youth Empowerment Program but I think you've already voiced the fact that you did not want that to move.

We did take down the contingency from five hundred to three fifty.

And then, the professional services went from six ninety-three to a $100,000.

The capital money went from $4.25 million to $4 million.

And then, again, the TIF money for the CRA is going from nine point four to $10 million.

Chairperson Guyton: Okay.

The.., the two areas. The Special Events first.

Finance and Administrative Services Director Sherman: Yep.

Chairperson Guyton: There's this very clever talking point that says special events are just for parties.

I look at it a little differently. One thing that we don't do is generate traffic for our small businesses, to have an opportunity to benefit from when people come here to these special events.

What is the percentage that we get from sales tax from the state?

Finance and Administrative Services Director Sherman: All the sales tax goes up to Tallahassee.

They.., you know, everybody files the sales tax, and then, based on, I believe it's a population basis, it gets reallocated out. So, it doesn't necessarily depend on where it was generated.

Chairperson Guyton: Okay.

Finance and Administrative Services Director Sherman: It's.., it's coming back to you based on a…

Chairperson Guyton: Yeah.

Finance and Administrative Services Director Sherman: …allocation basis.

Chairperson Guyton: So, the more sales tax that we generate, the more income that will come back to us on just the populations.

We don't look at.., everybody look at how much is coming back into the City. I look at how are we helping our small businesses by bringing foot traffic into the City and generating sales tax that can come back to us.

If somebody see the end result of people having a good time, it's a party. We don't help our small businesses as much as we should, or can, because we cut back on Special Events. When they come into our City, there.., it's more likely that they will stop in and patronize some of our businesses.

And, if we don't have that foot traffic here, it's unlikely that we can get the sales taxes that come from that.

So, I'm looking at it from a business perspective that we need to generate as much [stammer] foot traffic as we can, or car traffic, that may have an opportunity, or say, I need to run into here for a minute, I need to run into there.

But, when we start cutting down on these events that people call parties, it impacts the small businesses. That's.., that's my point. So, we wanna go from five to one.., one.., $100,000. I think that's too steep.

I think that we still need to understand, one, that it is a business decision and it does generate sales tax when we do it right.

Two, there's nothing wrong with people enjoying themselves. [Stammer].., it's, like, you know, if they enjoy themselves, that's a problem if the City contribute anything to it. I don't have that same attitude.

So, I wanna suggest that we don't cut it way down to one but Staff needs to go out, whatever it is, and solicit private donations, early, not wait a month before the event and then go out and try to solicit. Should start now.

I think that it should be at a minimum of two fifty, and Staff need to go and get the rest from private investors and developers and businesspeople. But, we need to have an adequate amount for our City, our residents, not have to go to other communities to these type of events.

And.., and when our people go to other communities, they stop into their little stores and spend money there and.., and they get the sales tax. So, I would hope we start thinking from a business perspective than just from a party perspective.

That's all I have to say on that.

Councilperson Lanier: Chair?

Chairperson Guyton: Yes.

Councilperson Lanier: I.., I.., I.., I agree with you in that sense but, I think that a lot of this programming, honestly, should be in Communications and Marketing. A lot of that work that's been.., is being done, especially with your Jazz in Parks that came through Communications and City Administration.

I think that a lot of the, you know, outside of the 4th of July and MLK, that's really just special events. But, with you having other events, I think that should be under Communications, and it should be under Marketing because those are other events.

Because there's only two events that the Special Events actually does every year, outside of the additional events. And, if we're gonna cut it, it needs to go to Communications & Marketing for those other activities.

And then, also, with the other activities, I think that we should look at costs, meaning that two dollars, five dollars, something when we have these events. Some can goods for the homeless shelter, something that we can get out of having these events.

I think we can have more events if we do something like that, we institute five dollars for.., for an event, we institute, you know, bring all your can goods for our local homeless shelter for the event.

I think that we can have more if we do that because that would give us some revenue to be able to do other things in the community with. Because, the free events is really killing us. So, if we're gonna do this, I mean, we can do it.

We can have all these events but five dollars, ten dollars, something that the City can recoup to put towards our nonprofits and toward other issues, social issues in the community because I.., I think that people will pay for that.

They will pay to.., they'll pay ten dollars to come and see, you know, a program that's put on because the money is going back to the City and.., and [inaudible] nonprofits and our grant programs. I think that works.

And, I think we can have more events because of that. But, to have just free events, that's gonna kill us.., it's killing us. And, I think that they all should be under Communications & Marketing.

Councilperson Davis Panier: Chair?

Chairperson Guyton: Yes.

Good points, Councilwoman Lanier.

Councilperson Davis Panier: Councilwoman…

Chairperson Guyton: Councilwoman…

Councilperson Davis Panier: …Lanier…

Chairperson Guyton: …Davis Panier.

Councilperson Davis Panier: Did you say that the Communications was.., [stammer] most of the events were under Communications?

Councilperson Lanier: I know that that…

Councilperson Davis Panier: [Inaudible].

Councilperson Lanier: I know that that jazz one was.

Councilperson Davis Panier: Okay.

So, can.., I wanted to ask the Special Events Director, Aladia, to come.., come forward so I can ask… How much was the.., do you know an approximate amount that you spent on the event on Friday, which was a great event on the beach?

Special Events Manager Franks: $5,000.

Councilperson Davis Panier: Okay.

Special Events Manager Franks: That was for stage, chairs.

No less than.., less than $5,000.

Councilperson Davis Panier: Okay.

It was a great event. About…

Special Events Manager Franks: Yes.

Councilperson Davis Panier: …how much do you spend at the one's when it's at Tate?

Special Events Manager Franks: A little more.

It's a larger event, maybe about $7,000.

Councilperson Davis Panier: Okay.

Special Events Manager Franks: 'Causey we get the cover and the chairs. Yes.

Councilperson Davis Panier: Okay.

So, I think it's important that we have events. And…

Special Events Manager Franks: Mhmm.

Councilperson Davis Panier: …if we can keep them within a reasonable amount, we can have more for our residents to enjoy.

Special Events Manager Franks: Mhmm.

Councilperson Davis Panier: So, [stammer], I'm not thinking that we have to have elaborate events all the time.

Special Events Manager Franks: Mhmm.

Councilperson Davis Panier: That.., those are nice events.

The Halloween event was great. I'm not sure how much you spent. It looked like you spent $2 million. That's how great it was. But…

[Inaudible comment]

Councilperson Davis Panier: I.., I bet you didn't.

[Chuckles]

Councilperson Davis Panier: You have that...

You have that cost… I'm just saying…

[Inaudible comment]

Councilperson Davis Panier: …that was a major event and it was…

Special Events Manager Franks: [Inaudible].

Councilperson Davis Panier: …packed for families and we had organizations there.

So, I mean, there's a way to host and.., and have events without spending astronomical amount of money. And, that's what I suggest that we do. Because, I don't see that we're gonna be able to have a full.., obviously not $500,000…

Chairperson Guyton: Right.

Councilperson Davis Panier: …budget.

We're gonna have to try find some way to reduce it.

Special Events Manager Franks: Special events have been, for the last three years, mainly just myself.

I recently have a.., a Special Events assistant.., or, we're in the process of hiring one. That'll allow me to free up a lot of my time. I think the main thing with special events is allowing more visibility to the Special Events Department.

We don't have a web.., a landing page. So, I've been working with the Communications Department. We have a very robust [stammer] sponsorship package that we're working on so you'll be able to access it. Go to the website.

We also gonna start charging.., we used to charge for Jazz after Dark, fifteen dollars, twenty-five when it was a national artist. So, a lot of those things that we did prior, we're gonna just bring it back to the Special Events.

The main thing is coordinating with you guys, our Mayor, our City Council, to help us go out and get those sponsorships. Some of you guys are great at it, but we need your help. That will offset a lot of the costs.

Last year, by myself, we did about ten events, major. That was a lot of work and it's overwhelming but we wanna be, in Special Events, be able to provide a opportunity for the residents to come out and enjoy themselves.

Not just for the kids but for the grown folks. We call them the mature audience. So, we wanna provide a variety of special events for everyone but we really need the cooperation from everybody. It can be a lot.

[Inaudible comment]

Chairperson Guyton: So, I'm thinking…

Now, we need to talk numbers.

Councilperson Lanier: Yes.

Chairperson Guyton: We.., from five to one, that's not cutting it. That's guttin' it. I think we need to be more reasonable with that.

And.., and again, there is a business upside to generating traffic into our City too, patronizing our businesses, and getting a portion of the sales tax back to us.

Councilperson Lanier: Chair?

Chairperson Guyton: Oh.

Councilperson Lanier: Yeah.

I had wanted to say that…

Chairperson Guyton: Oh, oh.

I.., I'm sorry. I didn't hear you.

Councilperson Lanier: Yeah.

I.., I wanted to say, how much did we spend on the July 4th…

Special Events Manager Franks: I'm not…

You know, I was out on FMLA but I think that amount was more than last year. Our.., our talent was about $150,000 to $200,000 where as the previous year, it was no more than $60,000.

Councilperson Lanier: Okay.

Special Events Manager Franks: So, we paid…

[Inaudible comment]

Special Events Manager Franks: Based on the talent we had, Talent A, last [stammer].., the previous year, we had Talent C. So, it does matter.

Councilperson Lanier: Right.

So.., and, I know that.., I remember that Halloween event was sponsored heavily, which was really good. I.., I can…

Special Events Manager Franks: And MLK.

Councilperson Lanier: Yeah.

I can appreciate…

Special Events Manager Franks: Mhmm.

Councilperson Lanier: …that.

Special Events Manager Franks: Yes.

Councilperson Lanier: With Home Depot donating lumbar, that kinda thing.

And I think that…

Chairperson Guyton: [Stammer].

Special Events Manager Franks: I'm sorry.

It was…

Special Events Manager Franks: …actually Lowes.

Unk.: It was through Lowes.

Councilperson Lanier: Lowes. Sorry about that, Lowes.

[Inaudible comments]

Special Events Manager Franks: And, we've reached out to him again to see if we can do it this year as well.

Councilperson Lanier: So, and I agree with you, Chair, with the two fifty.

But, I think that with Special Events, they.., the City has those signature projects, the 4th of July, MLK, and that's what we're good at.

The other events that we could be having, could be under Communications & Marketing because they're smaller events. Because these events are huge, MLK, July 4th, are huge events and they need more than one body to do it.

Chairperson Guyton: And now, those small events would also need some seed funds to get off the ground but start charging and it may begin to generate enough to sustain itself.

So, if it goes under Marketing, or.., I mean, or, Communications, those small events, we would have to consider how much we would add to the budget to ensure that we can have those monthly events which are nice.

But, really I don't see why special events just can't work with Communications.

Special Events Manager Franks: It won't...

Chairperson Guyton: Huh?

Councilperson Lanier: Uh…

Special Events Manager Franks: Our Communications team has been awesome.

Chairperson Guyton: Okay.

Special Events Manager Franks: Walter and the team…

Chairperson Guyton: But.., but ya'll work good together.

Special Events Manager Franks: But the.., infrastructure comes from special events.

We also work with our Parks & Rec, our Public Works, our Police Department. So, it's not just one department.

Chairperson Guyton: Okay.

Special Events Manager Franks: So… Yeah.

Chairperson Guyton: Okay.

So, we.., we need to move on. I said two fifty.

Councilperson Miller-Anderson: I did ask to speak a little bit ago.

Chairperson Guyton: Okay.

My good friend.

[Chuckle]

Chairperson Guyton: Cou'.., Councilwoman Miller-Anderson.

Councilperson Miller-Anderson: It is always a...

Councilperson Lanier: A sigh.

Councilperson Miller-Anderson: ...sigh when I say I...

[Chuckles]

Chairperson Guyton: You.., you.., you know when.., when.., when you're cool with people, you do that. You know?

Councilperson Miller-Anderson: Oh.

Is that what it is?

Chairperson Guyton: If.., if I really didn't like you, I wouldn't say anything.

Councilperson Miller-Anderson: Please don't like me then.

[Chuckles]

Councilperson Miller-Anderson: You know, I.., I love the events.

But, I think we.., you all already said it before but I think we really have to heavily get sponsors. We keep talking about we have to tighten our belts, you know, in one breath, and in another breath we.., we're inflating budgets.

You know, I mean, we have to take all of this into consideration. Everything that we're saying has to be put together. We can't look at it separately because, you know… Of course, we wanna have nice things but do we want people to have a job?

I mean, so let's.., let's try to be more heavier with the sponsorships. And that's something I've felt like we needed to do over time, over the years anyway because we can't be in the business of just having events.

And, you know, having these elaborate events, putting all of this money into it when we have a lot of infrastructure, a lot of, you know, positions. We have a lot of serious things that we need to handle.

And so, I.., you know, I.., I would be fine with a hundred and fifty but we have to be very proactive and getting sponsorships because my next thing is about the Citizen's Leadership Academy.

So, [stammer].., that being cut out, I don't understand that. So, that's something I do wanna talk about in a minute. But…

[Inaudible comment]

Councilperson Miller-Anderson: It's under City Administration.

Councilperson Lanier: Oh.

Councilperson Miller-Anderson: We're still on that, right? Yeah.

So, I.., I…

Chairperson Guyton: I don't think…

Councilperson Miller-Anderson: …would be fine with a hundred and…

Chairperson Guyton: We didn't say we were gonna cut that.

Councilperson Miller-Anderson: It is cut back to zero.

Yes. That's what he said at the beginning of the budget sessions, Mr. Wilkins did. And it's in the front.

Chairperson Guyton: Yeah.

But, we had a discussion about that, didn't we?

Councilperson Davis Panier: He was supposed to go look at it...

Councilperson Miller-Anderson: I don't recall it being resolved.

Chairperson Guyton: Yeah, yeah.

Assistant City Manager Jacobs: If I may?

Councilperson Miller-Anderson: Was it resolved?

Assistant City Manager Jacobs: If I may, Mr. Guyton?

Chairperson Guyton: Yeah.

Assistant City Manager Jacobs: The.., the money has been placed back in the Citizen's…

Finance and Administrative Services Director Sherman: Right.

Chairperson Guyton: Yeah.

Councilperson Miller-Anderson: Oh. Okay.

I wasn't…

[Inaudible comments]

Chairperson Guyton: Yeah.

Councilperson Miller-Anderson: No.

That wasn't.., I mean, that wasn't communicated.

Chairperson Guyton: What?

Councilperson Miller-Anderson: That wasn't communicated that it's been put back.

Assistant City Manager Jacobs: No.

We had…

Chairperson Guyton: It wa'… Yeah. Yeah.

We.., we discussed it...

Councilperson Miller-Anderson: The whole twenty-five?

'Cause, we didn't…

Assistant City Manager Jacobs: Yes.

Councilperson Miller-Anderson: …need that.

Councilperson Davis Panier: Mhmm.

Chairperson Guyton: Yeah.

Councilperson Miller-Anderson: Okay.

What about PAL? We say yes to PAL?

Finance and Administrative Services Director Sherman: Yes.

Unk.: Mhmm.

Finance and Administrative Services Director Sherman: PAL was back.

Councilperson Miller-Anderson: Okay. Alright.

[Inaudible comments]

Councilperson Miller-Anderson: Okay. Okay.

Chairperson Guyton: We agreed to that.

Councilperson Miller-Anderson: I'm good then.

Okay.

Chairperson Guyton: Okay.

Councilperson Miller-Anderson: And Youth Council is…

Why.., why you turning it around?

Chairperson Guyton: [Stammer].

Councilperson Miller-Anderson: Looking back?

Youth Council is going to Police? Did we talk about that?

Chairperson Guyton: From my understanding, they're.., they're already over there.

Councilperson Miller-Anderson: No.

They're not…

Unk.: Who?

Councilperson Miller-Anderson: …over [inaudible]…

Chairperson Guyton: They're not?

Councilperson Miller-Anderson: No. Not.., They're under City Administration until the new budget, right?

Assistant City Manager Jacobs: No.

If I may…

Finance and Administrative Services Director Sherman: [Inaudible].

Assistant City Manager Jacobs: …Mr. Guyton?

Chairperson Guyton: Yeah.

Assistant City Manager Jacobs: I believe that it's gonna be moved to…

Chairperson Guyton: Police…

Assistant City Manager Jacobs: …Police Department.

Yeah.

Chairperson Guyton: Yeah.

Councilperson Miller-Anderson: For the new.., for the new budget though.

Assistant City Manager Jacobs: Yes.

[Inaudible comment]

Councilperson Miller-Anderson: Right. That's why…

Chairperson Guyton: I think it's already there.

Isn't it already there?

Councilperson Miller-Anderson: No.

It was under...

Mayor Lawson: Not yet.

Councilperson Miller-Anderson: ...City Administration.

Chairperson Guyton: Oh. Not yet. Okay.

But, it's going. [Stammer]…

Councilperson Miller-Anderson: Okay. Alright.

Chairperson Guyton: October is one…

Councilperson Miller-Anderson: Okay.

Well, I'm good…

Councilperson Miller-Anderson: …month away.

Councilperson Miller-Anderson: …then.

A hundred…

Chair Pro Tem Spiritis: Chair?

Councilperson Miller-Anderson: …I'm fine with a…

Chairperson Guyton: Yeah.

Councilperson Miller-Anderson: …hundred and fifty.

Chairperson Guyton: Okay.

Vice Chair Spiritis, then we have to get off this issue and close out tonight. We.., we only have one quick one.

Chair Pro Tem Spiritis: Director Sherman, can you tell me if the PAL is still in the budget?

Councilperson Miller-Anderson: I…

Finance and Administrative Services Director Sherman: There's $25,000 to…

Chair Pro Tem Spiritis: Twenty five is still...

Finance and Administrative Services Director Sherman: …to give to PAL.

Yes.

Chair Pro Tem Spiritis: It's still gonna be there then…

Finance and Administrative Services Director Sherman: Yes.

Chair Pro Tem Spiritis: …right?

Okay.

Chairperson Guyton: Okay.

[Inaudible comment]

Chairperson Guyton: We.., we need to talk numbers now.

Councilperson Davis Panier: Can I ask a question?

Chairperson Guyton: Yes.

[Chuckles]

Councilperson Davis Panier: Just real quick.

Mr…

Chairperson Guyton: [Inaudible].

Councilperson Davis Panier: Okay. I'mma hurry up.

Finance and Administrative Services Director Sherman: [Inaudible].

Councilperson Davis Panier: Mr. Sherman, can you tell me…

[Inaudible comment]

Councilperson Davis Panier: …on the…

[Inaudible comment]

Councilperson Davis Panier: Over here. With the Renaissance and Reclaim Program that is on the CRA side, the.., the City side doesn't have any programs like that?

Or funding for the residents that don't live in the CRA District to get support in.., assistance with home improvements and things of that nature?

Finance and Administrative Services Director Sherman: Yeah.

We.., we don't have anything on the City side like that. What.., what we were banking on was the MEAHOP program to provide some avenue to do that. So, I believe that's coming back to you next month.

Councilperson Davis Panier: I mean, is it coming back with…

Finance and Administrative Services Director Sherman: Yes.

Councilperson Davis Panier: …there's gonna be some funds somewhere to be able to do it?

Finance and Administrative Services Director Sherman: The program has.., has been reconstituted and we're coming back for.., for you to adopt the changes that meet the state statutes and then…

Councilperson Davis Panier: But, will that present money…

Finance and Administrative Services Director Sherman: Then, there should…

Councilperson Davis Panier: …for…

Finance and Administrative Services Director Sherman: …be some money coming in.

Councilperson Davis Panier: Okay.

Councilperson Miller-Anderson: Can we put some money in the budget to fix that noise back there?

Can you close that door, please?

Chairperson Guyton: Okay.

Councilperson Miller-Anderson: Thank you.

Chairperson Guyton: Let.., let's end.

Time to.., time to settle on some numbers for...

Assistant City Manager Jacobs: Excuse me.

Chairperson Guyton: …Special Events, it was five.

They suggested one. I.., I think two would be reasonable. I don't think that's enough but I know we have to cut back. So, let.., let's…

Councilperson Davis Panier: I.., I can agree with my colleague, one fifty.

Chairperson Guyton: Okay.

We got two one fifty.

Councilperson Lanier: I got two.

Chairperson Guyton: And, I'm two.

What are you?

Chair Pro Tem Spiritis: I'm good for one fifty or two.

What's the difference.

Chairperson Guyton: Two?

Did you say two?

Councilperson Miller-Anderson: He said one fifty or two.

Chairperson Guyton: Well, I'm at two.

[Inaudible comments]

Chairperson Guyton: I'm two.

[Inaudible comment]

Chairperson Guyton: Then, Shirley.., Councilwoman Lanier, two?

Okay. You have three two's.

Finance and Administrative Services Director Sherman: Three two's?

Chairperson Guyton: Three two's.

Finance and Administrative Services Director Sherman: Okay.

Full house. Okay.

Chairperson Guyton: Okay.

Assistant City Manager Jacobs: So, I'm sorry, Mr. Sherman.

If I may, Mr. Guyton?

Chairperson Guyton: Yes.

Assistant City Manager Jacobs: There was a.., an issue that came up with Youth Empowerment Program moving to Parks & Recs.

City Administration believes that it wasn't.., the ask was not whether or not it would be okay for it to be moved, the.., the question was would the county allow, or have any problem with it being moved to Parks & Recs?

Staff reached out to Palm Beach County and the answer was, yes, they have no problem where the program resides.

[Inaudible comment]

Chairperson Guyton: Okay.

Is.., is that a issue? I didn't even know…

Councilperson Lanier: I.., I…

Chairperson Guyton: …it was a issue.

Assistant City Manager Jacobs: Yeah.

Councilperson Davis Panier: It.., it was.

Assistant City Manager Jacobs: It.., it came up.

Councilperson Davis Panier: It came up.

Assistant City Manager Jacobs: Yeah.

Chairperson Guyton: Okay.

Assistant City Manager Jacobs: Yeah.

It came up.

Councilperson Lanier: I had an issue.

Chairperson Guyton: Oh.

Okay.

Councilperson Lanier: I had an issue with YEP moving to Parks & Rec because there is no Parks & Recs Director.

There's an Interim Director. And, if we're going to do that, I would want to have that Department stable before it goes over there. There is no Director. So, we can come back…

Chairperson Guyton: Okay.

Councilperson Lanier: …with a Resolution and do it later, once the Director has gotten there and stabilized that Department.

But, there.., they have afterschool programs, they have a lot of stuff going on without a Director over there and I think it's too unstable to bring a whole nother department, which is a lot with the YEP Program, to that Department when it is such un'.., in'.., [stammer] unstable position.

Chairperson Guyton: Now, is that a City Council or a City Administration function?

Councilperson Lanier: That's my suggestion.

Chairperson Guyton: Okay.

Councilperson Davis Panier: Mr. Chair?

Is it… Thank you, Ms. Stalling 'cause I wondering.

Because, I know Mr. Gayle is pretty much the hands on director of it. What is your suggestion?

Assistant to the City Manager Stalling: Correct.

Ms. Jacobs… Good evening. Dr. LaTronda Stalling. Ms. Jacobs is correct. The program is not going to physically move to Parks & Recs, it will reside exactly where it is. Nothing's going to change except for it would just be under Parks & Recreation as far as organization.

Right now, it's under City Administration.

Councilperson Lanier: So, who would the Director of YEP report to?

Assistant to the City Manager Stalling: They report to me.

Councilperson Lanier: So, they don't report to Parks & Recs?

Assistant City Manager Jacobs: They will.

Assistant to the City Manager Stalling: They will.

[Pause]

Assistant to the City Manager Stalling: They will.

So…

Councilperson Lanier: I don't understand.

Assistant to the City Manager Stalling: Right now, it just resides under City Administration.

So, when I spoke with the county, the county was under the impression that it was already under Parks & Recreation.

Councilperson Lanier: No, no, no.

I know that. I'm.., I'm saying.., if you're saying that it resides in City Administration, you want it to reside in Parks & Recs, who would that Director report to and you said it will report to you and Parks & Recs.

So, which one is it?

Assistant to the City Manager Stalling: Well, when a new Director comes in, they would report to that Director. That's correct.

Councilperson Lanier: They will report to Parks & Recs?

Assistant to the City Manager Stalling: Yes, ma'am.

Councilperson Lanier: Right.

And, that's the problem that I have because there is no Director in Parks & Recs. And that we sh'…

Chairperson Guyton: Okay.

Councilperson Lanier: Once we get one, then we can put it over there but I just think it's…

Chairperson Guyton: Okay.

Councilperson Lanier: …too unstable.

Chairperson Guyton: Okay.

So, Staff, could.., could you all get with Councilwoman Lanier and try to work something out that she's comfortable with until we get a Director over at Recreation? Just work it out. Please.

Assistant to the City Manager Stalling: Absolutely.

Chairperson Guyton: We.., we've got to keep this moving now.

Councilperson Lanier: Move it.

Chairperson Guyton: Yeah.

The.., I have another issue under…

Councilperson Lanier: [Inaudible].

Chairperson Guyton: …City Administration.

We had a discussion about maintaining, keeping the Economic Development position.

Finance and Administrative Services Director Sherman: That's…

Chairperson Guyton: And also, the Intergovernmental…

Finance and Administrative Services Director Sherman: They [stammer]…

Chairperson Guyton: …Affairs…

Finance and Administrative Services Director Sherman: They are both…

Chairperson Guyton: …position.

Finance and Administrative Services Director Sherman: Yeah.

Chairperson Guyton: Both of them are still in the budget?

Finance and Administrative Services Director Sherman: Yes.

Chairperson Guyton: Okay.

[Inaudible comment]

Mayor Lawson: Mr…

Chairperson Guyton: Okay.

Mayor Lawson: Mr. Chair?

Chairperson Guyton: Yes.

Mayor Lawson.

Mayor Lawson: So, I know the original plan was to separate the Intergovernmental Affairs and grant writing.

So now, you've created a third position, so we have three separate positions for that?

Assistant City Manager Copin: That's correct.

[Inaudible comment]

Mayor Lawson: Yes?

Assistant City Manager Copin: Yes.

Mayor Lawson: And that's gonna be housed where? City Administration. Okay.

Chair, I did have… I did have a question in reference to the responsibilities for the fundraising. I can save that for another day but I know the Board will probably talk about it under Legislative but we're putting $200,000 into Special Events. The last two years, Ms. Aladia Franks said that it was one fifty and two fifty the last couple years.

So, that means we'll be hosting one signature event through the City, through the Special Events budget. And, if we're gonna be having somebody responsible for fundraising, who is that going to be?

Who is gonna be responsible for going to these organizations? And, Ms. Franks did reference that, you know, having the Board as [inaudible] but I.., I see how contentious it can get if you ask a corporation to support something and…

Councilperson Lanier: I think it's...

Mayor Lawson: …immediately throwing something like quid pro quo out, or…

Councilperson Lanier: Right.

Mayor Lawson: …some obligation.

So, I have no interest in fundraising for City events. I think we need a Staffer that can handle that with a set protocol. But, we have to make sure that we have the proper Staff to do that, to assist with that type of activity.

And, I'm bringing that up now because we're getting into Legislative and we have our promotional budget. Each one of us do our own specific events, in conjunction with Special Events that help out.

So, if we are gonna reduce it to whatever the number was, I think you said two hundred, Mr. Chair, we just gotta make sure that we either have a special event, a signature event, or we separate the budget to allow for signature events.

Councilperson Lanier: Okay.

Chair Pro Tem Spiritis: Chair?

Chairperson Guyton: Okay.

Yes. Vice Chair Spiritis.

Chair Pro Tem Spiritis: Okay.

So, I.., I just wanna get something straight. Are we saying that we're adding another position as a grants person on top of Intergovernmental Affairs?

Councilperson Lanier: Yes.

Chair Pro Tem Spiritis: Can you tell me what the grants person is gonna do?

Councilperson Lanier: Find grants.

Chair Pro Tem Spiritis: That sounds great but that's totally…

Councilperson Lanier: [Inaudible].

Chair Pro Tem Spiritis: …impossible and totally ridiculous and a total waste of money.

Your Intergovernmental Affairs person meets with each department person and they figure out what the department needs as far as state and federal funding, and private funding as well.

That person then goes to.., then goes to [stammer].., goes to our lobbyist to see what funds are available in the federal government, state government, and privately. That's the first.., that's the job of the Intergovernmental Affairs person.

When a grant needs to be written, there.., it is such a specialty, and I've written so many of these is, it's a specialty. You need a grants person for that's an engineer, you need a grants person that's social services or education.

These are specialties. You can't have one person and expect one person to do that. There's one.., you would have… There are groups that specialize in police grants. To ha'.., to have a grants person is like totally just wasting the money.

Your Intergovernmental Affairs person which, is job is to lead that, and to direct how those funds are gonna get here. And it.., and it's gonna be many different grants people, grants writers, that are gonna participate in that.

So, I don't…

Chairperson Guyton: Okay.

Chair Pro Tem Spiritis: …understand why we need a grants person as well.

Chairperson Guyton: Okay.

Mayor Lawson: Mr. Chair?

Chairperson Guyton: Colleagues, what.., what…

Any input on this? Actually, I suggested that we retain a fund that works on.., on the money that they earn, they get a…

Councilperson Davis Panier: Mhmm.

Chairperson Guyton: …percentage…

Councilperson Davis Panier: Commission.

Chairperson Guyton: …of that.

Councilperson Davis Panier: Mhmm.

Mayor Lawson: [Inaudible].

Chairperson Guyton: What.., what…

Mayor Lawson: That…

[Inaudible comment]

Mayor Lawson: Yeah.

We.., we… That's.., that's not legal, Mr. Chair. We can't do that.

Chair Pro Tem Spiritis: Not legal.

Mayor Lawson: Uh-uh.

That's not legal.

Chair Pro Tem Spiritis: That's illegal.

But, I did… Yeah. It's illegal.

[Stammer]…

Chairperson Guyton: We've done that.

Unk.: We've done that before.

Chairperson Guyton: We've done that.

Mayor Lawson: I…

Councilperson Lanier: Done what?

[Inaudible comment]

Chairperson Guyton: Yeah.

Mayor Lawson: But, I did have comments on that, Mr…

Chairperson Guyton: Okay.

Mayor Lawson: …on Dr. Spiritis in…

Chairperson Guyton: Go ahead.

Mayor Lawson: …in regards to…

Well, Dr. Spiritis, would you.., I know that the Intergovernmental Affairs position is gonna be working with the county, the state, federal government but what about supporting a po'.., potential grand administrator, grant writer, grant coordinator?

Something on maybe a.., a entry level, lower scale. Just somebody to organize what the department has with the Staff, facilitate, organize the grants, work with the departments, work with the firm?

Because, the Intergovernmental Affairs is supposed to do that but we've had that position vacant for so long, we just need to get them filled and get them working.

Chair Pro Tem Spiritis: The truth is, you need an Intergovernmental Affairs Department.

Mayor Lawson: No argument…

Chair Pro Tem Spiritis: You don't need….

Mayor Lawson: …from me.

Chair Pro Tem Spiritis: …one person, you need two, you…

Mayor Lawson: No argument…

Chair Pro Tem Spiritis: …need three…

Mayor Lawson: …from me. I agree.

Chair Pro Tem Spiritis: …people to do that.

So, if you want to.., let's say you wanted to hire an Assistant Intergovernmental Affairs Director, I'd say fine.

Mayor Lawson: That focuses…

Chair Pro Tem Spiritis: That makes sense.

Mayor Lawson: …on grants.

Right.

Chair Pro Tem Spiritis: That makes sense.

Mayor Lawson: So, somebody working within Intergovernmental Affairs Director, I would agree with Dr. Spiritis, if the Board would support that, that focuses and it has a scope of work on grants.

And, make sure that they handle the grants through that Department, underneath management. That allows for us to keep the three positions, a salary that's comparable to a lower

end salary that does the oversight and management of the grants, ‘cause they’re still gonna have to work with every department, and Intergovernmental Affairs taking the lead on that.

So, that makes…

Chairperson Guyton: Okay.

Mayor Lawson: …more sense to keep those three positions but make sure they’re properly structured.

Chairperson Guyton: Okay.

Mayor Lawson: Thank you, Mr. Chair.

Chairperson Guyton: Colleagues, what you think?

We.., we need to keep this moving.

Councilperson Lanier: I think that…

Aren’t we having a meeting on the 8th to bring back this stuff to.., to.., to... Cause...

Chairperson Guyton: Yeah.

Councilperson Lanier: …we need more information about it. Yeah.

Chairperson Guyton: Yeah.

Chair Pro Tem Spiritis: Discuss on the 8th

Councilperson Lanier: So, we can discuss this on the 8th because…

Chairperson Guyton: Okay.

Councilperson Lanier: …now we got the information.

Chairperson Guyton: We can move it to the 8th.

Did you wanna quickly go…

Finance and Administrative Services Director Sherman: So, this last slide, and again, you can see everybody gets the same budget.

We're at $172,000. The only.., the only thing that's changed… Again, we've accounted for some changes in the salaries and we did level out your promotional money at $10,000.

Other than that, it's the same budget that you had this year.

Chairperson Guyton: Okay.

Councilperson Lanier: [Stammer]…

Chairperson Guyton: Any.., any questions or comments? Quickly.

Councilperson Lanier: Yeah.

I just wanna know [inaudible] can keep cutting our budget, then you're cutting the Special Events budget so what's happening?

Chairperson Guyton: What's that now?

Councilperson Lanier: Are you cutting this promotional budget for the Legislative offices?

[Inaudible comments]

Finance and Administrative Services Director Sherman: The promotional money, Citywide, get reductions in.., in every department, that has it.

Councilperson Lanier: Okay.

That doesn't mean anything for me.

[Chuckles and inaudible comments]

Councilperson Lanier: I.., I.., I got a problem with the promotional being reduced given that you just reduced…

[Inaudible comment]

Councilperson Lanier: …the [stammer] budget for Special Events by $250,000.

Chairperson Guyton: [Stammer].., you're saying what now?

Councilperson Lanier: We're.., you're saying that the promotional budget for Legislative is reduced now to [stammer].., reduced a thousand dollars, a thousand and fifty dollars, something you said. What is it?

Chairperson Guyton: Okay.

Any.., any comments on that?

Finance and Administrative Services Director Sherman: We're done.

Chairperson Guyton: Okay.

One last thing. Several of us will be out of town on the 16th.

Finance and Administrative Services Director Sherman: Right.

Chairperson Guyton: We need to identify a date.

I looked at my schedule. I'll be back, I think, on the 20th. So, I don't know if the 21st works for some. Those who are going to D.C., up to the CBC…

Councilperson Lanier: Yes.

The 22nd is good.

Chairperson Guyton: The 22nd?

Councilperson Lanier: Yeah.

Chairperson Guyton: Yeah.

I'm [stammer]… I'll be back. I'll be back a couple days before then.

[Inaudible comment]

Councilperson Lanier: The 22nd's good?

Chairperson Guyton: I'm good.

Councilperson Lanier: Okay.

Chairperson Guyton: Dr. Spiritis?

Chair Pro Tem Spiritis: Good.

Chairperson Guyton: You good?

You're good? Staff.

Finance and Administrative Services Director Sherman: Right.

So, the.., just…

Chairperson Guyton: And not the 16th…

Finance and Administrative Services Director Sherman: Just to be clear…

Chairperson Guyton: …the 22nd.

Finance and Administrative Services Director Sherman: …so, when…

Chairperson Guyton: I'm sorry?

Finance and Administrative Services Director Sherman: The Utility District meeting is on the 23rd.

You wanna have two different nights or do you wanna do them both on one night again?

Chairperson Guyton: Those both never work out.

Finance and Administrative Services Director Sherman: Okay.

Councilperson Lanier: Yeah.

Chairperson Guyton: It doesn't [chuckle].

Finance and Administrative Services Director Sherman: Alright.

So, the twenty'…

Chairperson Guyton: Yeah.

Finance and Administrative Services Director Sherman: …sec'.., 22nd is the City Council?

Councilperson Lanier: Yes.

Chairperson Guyton: 22nd's…

Finance and Administrative Services Director Sherman: We have to advertise it so it's the 22nd?

Chairperson Guyton: Yeah.

Finance and Administrative Services Director Sherman: Okay.

Chairperson Guyton: And then, I guess, the Utility on the 23rd.

Finance and Administrative Services Director Sherman: Right.

Councilperson Miller-Anderson: Chair?

Councilperson Lanier: Is it 6:00 or 5:30?

Chairperson Guyton: 6:00.

6:00 everybody? 6:00 o'clock?

Councilperson Lanier: 6:00. Alright.

Chairperson Guyton: 6:00 o'clock.

Councilperson Miller-Anderson: Chair?

Chairperson Guyton: 6:00 o'clock, yeah.

Closing comments.

Councilperson Miller-Anderson: Chair?

Chairperson Guyton: Yes.

Councilperson Miller-Anderson: Chair?

What.., what is the deadline? When do we have to have this done?

Finance and Administrative Services Director Sherman: So, you have to have a budget adopted by the end of September.

Councilperson Miller-Anderson: Yeah.

I understand that, but…

Finance and Administrative Services Director Sherman: So, you'll have your first…

Councilperson Miller-Anderson: …doesn't…

Finance and Administrative Services Director Sherman: …reading on the 8th and then your second reading will be on the 22nd.

Councilperson Miller-Anderson: But, what is the.., I mean, are we able to go beyond the 23rd?

What will be the last day that we can have a meeting?

Finance and Administrative Services Director Sherman: You could have a meeting on…

Councilperson Miller-Anderson: Up until when?

Finance and Administrative Services Director Sherman: Right.

You can have a meeting all the way up to the end of the month.

Councilperson Miller-Anderson: August 31st?

Okay. I'm just trying to make sure that we are able to meet 'cause I.., I thought maybe the 23rd, was some kinda deadline and I didn't think we should be meeting that close 'til then.

Chairperson Guyton: Okay.

Did you get your question answered?

Councilperson Miller-Anderson: I don't know.

'Cause you're cutting me off. I'm trying to finish. Thank you.

Chairperson Guyton: Everybody heard him just say 'til the end of the month.

Councilperson Miller-Anderson: Every single time I say something, you [inaudible]...

Chairperson Guyton: I mean…

[Chuckle]

Chairperson Guyton: It's so obvious that you just…

Councilperson Lanier: So…

Mayor Lawson: [Inaudible].

Councilperson Lanier: So, Chair?

Chairperson Guyton: I know.

Everybody ready to go and she…

Councilperson Lanier: [Stammer]

What I'd like to do is, that I had some questions, you know, I said about the metrics for the departments, I'd like to send that to City Administration to share with the rest of the Board so that you can see before we get here what some of my suggestions or issues are.

Chairperson Guyton: Okay.

For all of the department heads.

Councilperson Lanier: Yes.

Chairperson Guyton: Not just one.

3. <u>ITEM NO. 3</u>

<u>COMMENTS AND DISCUSSION</u>

Chairperson Guyton: ACM, closing comments.

Assistant City Manager Copin: I have none, sir.

Chairperson Guyton: Council.

Unk.: No.

Chairperson Guyton: Mayor?

Mayor Lawson: No, sir.

Chairperson Guyton: Davis Panier?

Councilperson Davis Panier: No.

Chairperson Guyton: Vice Chair Spiritis? Councilwoman Lanier?

My very good friend, Councilwoman Miller-Anderson.

Councilperson Miller-Anderson: Yes.

Yes. I do have some. [Inaudible].

Chairperson Guyton: Where's my gavel.

4. ITEM NO. 4

ADJOURNMENT

[Gavel]

[End Of video]

City Employees, Public Comment Speakers and Others

Assistant City Attorney Corey Smith .....Assistant City Attorney Smith

Communications & Marketing Director .....Communications Director Stephens
Walter Stephens

Special Events Manager – Aladia Franks .....Special Events Manager Franks

Assistant to the City Manager.....Assistant to the City Manager Stalling
Dr. LaTronda Stalling

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Debrah Hall, City Clerk

Through: William E. Wilkins, City Manager

Subject: **August 19, 2026, Regular City Council Meeting Minutes.**

Date: December 02, 2026

CC: General Public

Background:
Attached are the verbatim minutes of the Regular City Council Meeting held on Wednesday, August 19, 2026.

City Goals:
The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:
There is no fiscal impact.

Recommendation:
Staff recommends a Motion to approve the Minutes for the August 19, 2026, Regular City Council Meeting.

Attachments:
1. August 19, 2026 Regular City Council Meeting Minutes.pdf

CITY OF RIVIERA BEACH
REGULAR CITY COUNCIL MEETING
August 19, 2026
6:00 p.m.

Mayor

Douglas A. Lawson .....Mayor Lawson

Chairperson

Bruce Guyton-.....Chairperson Guyton
District 1

Chair Pro Tem

Glen Spiritis.....Chair Pro Tem Spiritis
District 4

Councilpersons

KaShamba Miller-Anderson ..... Councilperson Miller-Anderson
District 2

Shirley D. Lanier.....Councilperson Lanier
District 3

Fercella Davis Panier-.....Councilperson Davis Panier
District 5

Administration

Interim City Manager William E. Wilkins .....Interim City Manager Wilkins

City Clerk Debrah Hall ..... City Clerk Hall

City Attorney Dawn S. Wynn.....City Attorney Wynn

Transcribed by:

Legal Transcription On Call
(561) 917-1636

[[Video delayed]

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Councilperson Guyton: Thank you.

Yeah, that's better now.

AGENDA APPROVAL

Councilperson Guyton: We're now moving to the Agenda approval.

ADDITIONS, DELETIONS, SUBSTITUTIONS

Councilperson Guyton: We're moving to additions, deletions, or substitutions.

Are there any additions, deletions, or substitutions from anyone on the dais?

Interim City Manager Wilkins: Yes.

Chairman, we'd like to remove 12d and push that to subsequent…

Councilperson Guyton: Which Item is that?

Interim City Manager Wilkins: That is the Item that...

Unk.: Chair?

Interim City Manager Wilkins:...Mr. Wilkins put on there. It was his Item. 12d.

Councilperson Guyton: D as in David?

[Inaudible comment]

Councilperson Guyton: No.

I put that one on there. And.., and we've.., we've put that off quite a few times.

Interim City Manager Wilkins: Okay.

Councilperson Spiritis: Which one is it? 12 what?

Councilperson Guyton: 12d.

Councilperson Spiritis: 12d?

Councilperson Guyton: D, yes.

Councilperson Spiritis: Yes.

Councilperson Guyton: Yeah. Yeah.

We.., we've put it off at least three, four, five times and I think…

City Clerk Hall: Mr. Chair?

Councilperson Guyton: Yes.

City Clerk Hall: Please let the record reflect that City Attorney Dawn Wynn is present.

Councilperson Guyton: Okay.

Thank you.

Okay. As a matter of fact, when we ended our last meeting, we agreed to put it on this meeting. That was the only Item that we didn't address and I would like to move that to the top of the Agenda so we can deal with that early, right after.., right before 12a.

Councilperson Spiritis: Before 12a?

Councilperson Guyton: Yes.

And, I also wanna add the discussion of the awards and presentations meetings. We never discussed the details of how we were going to actually carry that through. And, the Mayor and, I know, others wanted to have that discussion about the details about the Agendas and all the other good stuff.

Are there any further changes?

City Clerk Hall: Mr. Chair?

Will that be Item 12f?

Councilperson Guyton: I'm sorry.

City Clerk Hall: Would it be Item 12f for the awards and presentations?

Councilperson Guyton: Yes.

Do we have a 12e?

Councilperson Spiritis: 12e, could be 12e.

City Clerk Hall: I'm sorry.

12e. I apologize.

Councilperson Guyton: Yes. Yes.

City Clerk Hall: Okay.

Councilperson Guyton: That's it.., we'll...

Are there any other additions, substitutions, or deletions? If not, I will accept a motion to accept.., to approve the Agenda as printed?

Councilperson Spiritis: So moved.

Councilperson Guyton: It's been moved by Dr. Spiritis.

Councilperson Davis Panier: Second.

Councilperson Guyton: And, seconded by Councilwoman Davis Panier.

Is there any further discussion on the motion?

[Pause]

Councilperson Guyton: Hearing no discussion.

I call the question. Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Councilperson Lanier?

Councilperson Lanier: Yes.

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: Yes.

City Clerk Hall: Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: That's a unanimous vote.

Councilperson Lanier: So, could she re'…

I'm sorry. Chair?

Councilperson Guyton: Yes.

Councilperson Lanier: Could she read.., reread the Items that were added?

Councilperson Guyton: [Stammer].

City Clerk Hall: Yes, Councilperson Lanier.

Councilperson Guyton: Go ahead.

City Clerk Hall: For discussion and deliberation, Item 12d has been moved before Item 12a. And, that is the continued discussion of the Mayor Ronnie Felder inquiry into employee complaints.

Item 12e was added, which will be the last discussion Item, awards and presentations meeting discussion.

Mr. Chair, please let the record reflect that Mayor Douglas Lawson is present.

Councilperson Spiritis: Chair?

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: Yes.

I'd just like to disclose that George Gentile, who will be giving a presentation tonight, and that he does work for a private development project that I'm working on in Lake Park.

Councilperson Guyton: Okay.

We're going into the Consent Agenda and, during that portion, that is where we will have an opportunity to reveal any disclosures.

Okay.

City Clerk Hall: Mr. Chair?

Councilperson Guyton: Yes.

City Clerk Hall: We have two public comment cards, one on Item 3c, one on Item 3d.

The acceptance of public comment cards on the Consent Agenda is closed.

Councilperson Guyton: Okay.

We are moving to the Consent Agenda. Are there any Items that the Council want to pull from the Consent Agenda?

[Pause]

Councilperson Guyton: Hearing none.

I will entertain a motion to approve the Consent Agenda.

Before we do that…

DISCLOSURES

Councilperson Guyton: Are there any disclosures that any of the colleagues would like to reveal before we approve the Consent Agenda?

[Pause]

Councilperson Guyton: Hearing none.

Dr. Spiritis.., Vice Chair Spiritis, your disclosure is noted.

Councilperson Spiritis: Yes.

Thank you.

ADOPTION OF AGENDA

Item skipped

CONSENT AGENDA

1. ITEM NO. 1

MINUTES

1a. ITEM NO. 1A

JUNE 17, 2026 REGULAR CITY COUNCIL MEETING MINUTES.

DEBRAH HALL, CITY CLERK, (561) 845-4090

2. ITEM NO. 2

BOARD APPOINTMENTS

3. ITEM NO. 3

RESOLUTIONS ON CONSENT

3a. ITEM NO. 3A

RESOLUTION NUMBER 87-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY ACCEPTING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF $197,012 FROM PALM BEACH COUNTY FOR FISCAL YEAR 2026-2027 RECONSTRUCTION OF 35 TH STREET FROM AVENUE F TO AVENUE H AUTHORIZING THE CHIEF FINANCIAL OFFICER TO ESTABLISH AN ASSOCIATED PROJECT ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

TERRENCE N. BAILEY, P.E. CITY ENGINEER, (561) 845-4080

3b. ITEM NO. 3B

RESOLUTION NUMBER 89-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FY 2025-2026 STATE AID TO LIBRARIES GRANT FUNDS FROM THE STATE LIBRARY AND INFORMATION SERVICES DIVISION OF FLORIDA IN THE AMOUNT OF $14,139; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SETUP A BUDGET; AND PROVIDING AN EFFECTIVE DATE.

ADAM BRODY, LIBRARY DIRECTOR, (561) 845-4195

3c. ITEM NO. 3C

RESOLUTION NUMBER 93-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA, FOR ADULT REENTRY SERVICES; ACCEPTING FUNDING IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTYSIX THOUSAND EIGHT HUNDRED TWO DOLLARS ($646,802.00) FOR THE CONTINUATION OF REENTRY SERVICES FROM OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

ORIE BULLARD, JUSTICE SERVICE CENTER DIRECTOR, 561-840-3124

3d. ITEM NO. 3D

RESOLUTION NUMBER 96-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR CONTRACT WITH PALM BEACH COUNTY, THROUGH ITS BOARD OF COUNTY COMMISSIONERS, FOR THE OPERATION OF THE YOUTH EMPOWERMENT CENTER (YEC) PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. DR.

LATRONDA STARLING, ASSISTANT TO THE CITY MANAGER, (561) 840-4826

Councilperson Guyton: And, we're ready to entertain a motion to approve…

Councilperson Spiritis: So moved.

Councilperson Guyton: It's been moved by Vice Chair Spiritis.

Councilperson Davis Panier: Second.

Councilperson Guyton: And seconded by Councilwoman Davis Panier.

Is there any further discussion on the motion?

[Pause]

Councilperson Guyton: Hearing none.

I'll call the question. Madam Clerk.

City Clerk Hall: Chair, we have comment cards on Consent Item 3c and Item 3d.

Councilperson Guyton: Please call the public comment.

City Clerk Hall: The first speaker is Diane Lewis.

Ms. D. Lewis: Good evening, Mayor, Chair, and the rest of the City Council. My name is Diane Lwis.

And, I'm here tonight to express my heartfelt support and appreciation for the City of Riviera Beach Reentry Program. Under the leadership of Director Orie Bullard, this program is doing an outstanding job in our community.

Director Bullard and his amazing team are helping individuals who are returning home, overcoming barriers, reconnecting to their families, obtaining needed resources and more, and move forward towards dignity and hope.

I want to give a special shoutout to Sean, Jessica, Malcolm, Tianaa, Willie, and Mr. Newbold, along with Mr. Boyd for their commitment and their hard work and willingness they're doing in the community.

As we partner together with them, I am encouraging other churches, other faith based organizations in the community to go and support this outstanding organization. I especially and encourage everyone to support their car wash every Friday. Stop by. Have your car washed, meet

the team, and show these hard working individuals that Riviera Beach supports their progress and success.

Director Orie Bullard and the entire Reentry Program team, please know that your outstanding work is seen, valued, and deeply appreciated. You're helping to restore lives, strengthen families, and build a safer and stronger Riviera Beach.

Thank you.

Councilperson Guyton: Thank you for your comments.

[Clapping]

City Clerk Hall: Mr. Chair, the next speaker is Cindy March.

Ms. C. March: Good evening, Council. I'm Cindy March.

The Resolution for the City Council to approve for a three year contract for the kids, I'm in agreement with that. The only thing, and I don't want no one to feel like I'm being biased about no one, but.., and, I love what the kids are doing because they are our future for tomorrow, but, can we please acknowledge some other children as well that's not affiliated and knowing KaShamba Miller or Douglas Lawson? Let's not leave them kids behind as well.

I do wanna thank you all for doing a great job with our kids.

Councilperson Guyton: Thank you for your comments.

Next public speaker.

City Clerk Hall: Mr. Chair, that's the end of public comments.

Councilperson Guyton: Okay.

I will entertain…

[Inaudible comment]

Councilperson Guyton: The motion was made and now it's time…

Councilperson Spiritis: Chair, call the vote, please.

Councilperson Guyton: …to move the vote.

Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Councilperson Lanier?

Councilperson Lanier: [Out].

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: Yes.

City Clerk Hall: Chairper'.., Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: That passes with Councilperson Lanier out.

Councilperson Guyton: Thank you.

END OF CONSENT AGENDA

4. ITEM NO. 4

UNFINISHED BUSINESS

5. ITEM NO. 5

PETITIONS AND COMMUNICATIONS FOR FILING

6. ITEM NO. 6

AWARDS AND PRESENTATIONS

Councilperson Guyton: We're gonna move down to awards and presentations now.

6a. ITEM NO. 6A

LEGISLATIVE UPDATE FROM FLORIDA STATE REPRESENTATIVE JERVONTE EDMONDS, DISTRICT 88

DEBRAH HALL, CITY CLERK, (561) 845-4065

Councilperson Guyton: The first is 6a.

Is State Representative Jervonte Edmonds here?

[Pause]

Councilperson Guyton: If not…

6b. ITEM NO. 6B

Councilperson Guyton: We'll move to 6b, 2GHO.

Madam Clerk, could you please read the title, please?

City Clerk Hall: Mr. Chair, under awards and presentations, we're on Item 6b.

City Clerk Hall: **2GHO WILL PROVIDE A STATUS UPDATE ON THE PROGRESS AT DAN CALLOWAY PARK.**

TERRENCE N. BAILEY, CAPITAL PROJECTS ADMINISTRATOR, (561) 845-4000

Mr. G. Gentile: Chair and Council Members, for the record, George Gentile. I'm Vice President of Gentile & Co.

We are the consulting team working on your Calloway Park, as we've been here a few times, giving you updates on the master planning. And, from your last Council meeting, I understand you'd like an update periodically and we have committed to work with Terrence and the team to bring you an update as we go through this process for the Dan Calloway Park.

Councilperson Guyton: Okay.

Mr. G. Gentile: Um…

Councilperson Guyton: [Stammer] before you get started, Mr. Gentile, and I'm gonna let you go through your…

Mr. G. Gentile: Yeah.

Councilperson Guyton: …presentation.

Mr. G. Gentile: And, I'd be glad to answer any questions afterwards.

Councilperson Guyton: Yeah.

It's not a question, it's just to enlighten you that the whole project is.., is a focus but, particularly, the pool.

Mr. G. Gentile: Yes.

Councilperson Guyton: That is what really generated this two week update. The residents want to know about the status and the timing of the pool.

Mr. G. Gentile: Very good. That's what I'm hoping to give you. So.

Councilperson Guyton: Okay.

Mr. G. Gentile: We have been working diligently with.., with your Staff since we were contracted, initially to start the master planning process.

And, we have been working with the School Board to finalize the land swap that you all are working with them on for your other facility here in the new City Hall. We just received, on August 13th, their initial revised Site Plan.

And, we have resolved with them in a meeting the property that will be swapped from Calloway Park to the School Board, then.., then they will give you the property here at the.., for the new City Hall site.

So, that's the first thing that we…

Then, we have started revising the Master Plan to incorporate the school design because they have to work together. You all are sharing some of the facilities, they're contributing to your community center and.., and we have to also share parking.

So, we've been working to put the two plans together, which I'll show you here where we are today.

And then, we are now preparing the Master Plan and the phase 1 Site Plan for entitlement review, since we have to go through your Planning & Zoning Department and it will eventually come to you for final approval as we go through the entitlement process, and the approval process with the City.

We have established a preapplication meeting on that application with your Planning Staff. I think it's August 25th. We just received the notification today, so we're gonna be starting that approval process pretty quickly.

You all know where the site is. This was our original Master Plan that we had started. And, I wanna.., you to pay [stammer] particular attention to the site to the.., the area to the.., to the right of the screen where the [stammer] Inlet Grove School is gonna be done.

This was what we originally had. There was a parking lot next to the football stadium, or multipurpose fields and I'm gonna show you their change now. This was their original Master Plan for the inlet Grove High School, which you saw previously.

I know this is very hard and I'm gonna make sure that you get a copy of this. But, this is the School Board's new Plan. They've actually taken the parking out that's closest to the multipurpose field and they've rearranged some of their parking. And their retention is gonna be rearranged to the.., to the east of the property. And, they've also put in basketball courts up at the north end.

This is the combined plan. We've just put this together, since we just received their plans this week. And, we're.., we're coordinating now, driveways, parking, gates, and access because they'll need security for their.., the school at certain times of the day.

And then, they will open up those gates when there's activities going on, on both facilities.

This is a little bit closer view so you can see it a little bit better. You can see the area now is a big open green area on their property. That black line that you see there between the sports field and the parking to the right side.

That is the new property line for Calloway Park, and that's.., the east side is Inlet Grove High School and, again, Calloway Park to the left.

This is the.., the Plan revised from the school.., after the property was decided what we were gonna change. And again, we.., the pool facility, I'm gonna show you that in about two seconds.

That will be the Phase 1 Site Plan, which we are also submitting with the preapplication. We will be doing this Site Plan concurrently with the Master Plan so that we can get started building and doing the construction documentation for the pool.

It'll include a kitchen/concession building, and kiosk for the entry to the pool complex, the parking area to the.., to the left on the screen.

Theres will be two pavilions, a splash pad, and a swimming pool.

And then, you see the community center building that is proposed that's been in that location pretty much since we started.

So, let's go over… We will be, next week, having our.., we have to do a programming meeting with your Staff on [stammer] initially on the community building because we need to

make sure, because this is.., this is now getting a little bit smaller site that we wanna make sure we have the footprint correctly and that we're not shooting ourselves in the foot, as we call it, with the rest of the.., the pool.., aquatics complex.

So, we start that next week. We're looking at about four weeks after our preapp to get our application in for the Site Plan approval, and the Master Plan approval. We anticipate that we would ask you all to let us start construction drawings since this is a priority project, prior to the final Site Plan approval, so that we can just amend as we go through as we hear from your Staff because the Planning & Zoning.., I'll show you what that date is.

So, we're looking at in September, starting the construction documents on the pool facility. This is an [stammer] anticipated Site Plan approval after talking to Planning & Zoning, will be February '27. It should be right after the first of the year.

They need a.., they need four to six months. We are looking at the worst case here where, hopefully, we can work with them to.., to do that up.

The bid package to Procurement, if we get started prior to Site Plan approval, then we can probably get that to them 3-30-27. That was.., be right after Site Plan approval.

And then.., and the City Council will take a hundred and fifty days to award the contract. That's your typical timeframe. Ya'll can, you know, maybe work on that a little bit, and that would be 8-31-27.

Anticipated start of construction would be 10-1-27.

And then, we're looking at a eight month time period and opening it June 1st '28, right when school gets out. And so, that's our estimated schedule at this poi'.., at this time.

And, at that point, I would turn it over to Terrence if he wants to make any further comments.

City Engineer Bailey: No further comments.

We're here to answer any questions you may have.

Mr. G. Gentile: Mhmm.

Councilperson Guyton: Okay.

I do have one question. You indicated.., I just wanna clarify that the pool will be in the first phase of this project?

Mr. G. Gentile: Yes, sir.

The pha'.., the.., the pool complex will be a full Site Plan approval and start constr'.., start the construction documents for the pool.

The rest of the Park will be waiting for another phase.

Councilperson Guyton: Okay.

Mr. G. Gentile: Yes.

Councilperson Guyton: Are there any…

Councilperson Spiritis: Chair?

Councilperson Guyton: …further comments?

Councilperson Spiritis: Yeah.

Chair?

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: Yeah.

George, could you.., do.., have you done a cost estimate on what the pool complex…

Mr. G. Gentile: We…

Councilperson Spiritis: …will cost?

Mr. G. Gentile: We're working on that now and I will bring that to you, to the next meeting.

We're.., actually, we're doing a [stammer].., we're doing a very conceptual cost estimate on the entire Park right now so that we know everything the.., the… Our civil engineers are looking at the Utility modifications that are gonna have to take place.

And, now that we know what the School Board is doing and how we're connecting, we have.., we have most of the information so now we'll bring you a conceptual.., very conceptual, conservative estimate of the whole Park and the pool facility at our next update. Okay?

Councilperson Spiritis: Thank you.

Mr. G. Gentile: Yes.

Councilperson Guyton: Are there any further questions?

Councilperson Lanier: Yes.

Chair?

Councilperson Guyton: Yes.

Councilwoman Lanier.

Councilperson Lanier: I wanted to ask, that the timeline that you have… Let me see that timeline again.

[Pause]

Councilperson Lanier: So, this is for the update of the part that the City is playing in Calloway Park.

But, where is the.., I see where it talks about pool but where is the timeline for the pool itself? Just the pool.

City Engineer Bailey: This is just the pool.

This is Phase 1, just the pool. Everything in.., that.., on the balance of the project would happen after this.

Councilperson Lanier: So, what is this program, new community center building?

What is that?

City Engineer Bailey: The community center/gym needs to be programmed but that's not on the critical path.

The.., what's on the critical path is getting a.., getting that plan finalized to the quality where we can turn it in for Site Plan review.

Councilperson Lanier: I don't understand.

City Engineer Bailey: We need to program the gym so that we can make the building large enough and make sure it'll fit with everything else around it.

So, we're mentioning it. We still need to have conversations of how many community rooms do you want? How big do the.., how big of a gymnasium do you want? How many basketball courts?

That has not been done yet because we're just now getting to that level of detail. But, it is not mission critical for delivering the pool by the summer of 2028. It's just an annotation that that is a task that has not been completed, in general, but it is not critical to delivering the pool by the summer of '28.

Councilperson Lanier: Summer of '28?

And we're… We're basically in the summer of '27.., I mean, '26. So that's two years?

City Engineer Bailey: Yes, ma'am.

Councilperson Lanier: I thought that we had the conversation about a temporary pool at the site for one year? If I'm not mistaken.

And, we're still looking at it in a framework of the other items, or the other parts of it that are supposed to be the whole redo of.., of this Park. So, two years is not what we agreed upon. We agreed upon one year for that pool.

City Engineer Bailey: There was conversation about a temporary pool.

And, as we did the research on the cost of construction and the Health Department requirements, it would be almost as costly to do a temporary pool as the permanent pool, and I don't know that the discussion continued very far with doing a temporary pool that we would also then have to spend the money to dig out of the ground and do the environmental remediation for at any of the locations.

Councilperson Lanier: So, we knew this a year ago?

City Engineer Bailey: We knew this a year ago?

Councilperson Lanier: Yeah.

City Engineer Bailey: Yes.

If you recall, when we began discussing the pool, I predicted it would be anywhere from two and a half to four years, depending on the level of time for community engagement. There was a lot of discussion on the timeline.

There was discussion about could it be done in two years? I said I thought it would take more, like, four years and the.., a robust discussion occurred about how fast it reasonably could be done.

Councilperson Lanier: So, you.., you were giving.., you were giving this timeline in the context of the.., of the entire project at Dan Calloway.

Am I correct?

City Engineer Bailey: This is the timeline for the pool.

Councilperson Lanier: Right.

But in…

City Engineer Bailey: Everything…

Councilperson Lanier: But, in the context of making…

City Engineer Bailey: The previous conversation was, we assume we were doing everything at once, that it would take three to four years.

The.., now that we're advancing the pool as a Phase 1 and not doing the whole Park at once, this is the timeline to deliver the pool advanced of everything else.

Councilperson Lanier: So, why would you do the whole Park at once?

City Engineer Bailey: Why would we?

Councilperson Lanier: Why wouldn't you?

City Engineer Bailey: Because I was told to do the pool right now.

Councilperson Lanier: [Stammer]…

City Engineer Bailey: If we were doing everything, that timeline doesn't work, you're gonna need to add six to twelve months on the Planning side 'cause the scope gets so much bigger.

Councilperson Lanier: I don't think I understand that given the fact that.., but, I won't.., I'll just call you, you know, tomorrow about it.

But, I.., I really thought that the pool was something that would be done within a year. And, we talked about this last year, which would mean that, at least by '27 there would be a pool. And now, we're talking about '28. That's too long. That is too long to be without a pool for this City.

So, we need to work on this timeline for sure.

And also too, I don't see why we cannot do the work that we're doing for this Park at the same time. We.., why we can't do it all at the same time? And, I understand the different pieces to it. I do.

But, this timeline has to be put up because we've been having this conversation about this for the last two years. And now, we're talking about another two years, and another year, another two years and… No. You're gonna have to look at this timeline much, much more closely because this.., the way that this is going, this is not going.., this'll end up being three years just for the pool.

So, we need to come back with something better in terms of timeline 'cause that's not gonna work. I mean, we.., we made a promise to the residents that they would have a pool. Barracuda Bay is actually gone.

Councilperson Davis Panier: Yes, it is.

Councilperson Lanier: So, we need to be able to move quickly for this pool.

Thank you but I.., I understand that you.., you're moving based on what the Council is telling you and based on Planning & Zoning. I understand all of that but we definitely need to look at that timeline.

Thank you.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Yes.

Mayor Lawson.

Mayor Lawson: Thank you.

Can anyone provide the dimensions or size of this pool, that they're projecting for.., for Tate's?

Mr. G. Gentile: This pool…

I'm sorry. Mayor, you're talking about this pool?

Mayor Lawson: Yeah.

Mr. G. Gentile: We're.., we're developing the size right now so that it's able to handle the teaching aspect that ya'll have been looking for, as well as recreational type use.

And then, we're.., we've.., we've sized it. I.., I can't tell you the gallonages right now but we've sized it for that activity. And, one of the things that's happened is that, as we lost property to that area, we needed to make sure.., that's why we're gonna do a preliminary programming of the community building so that we have a conservative footprint so that if we can expand that aquatics area a little bit more, it will help us with that.

Because, right now, it's.., it's.., it's pretty tight.

Mayor Lawson: So.., so, that's why I asked last week, Mr. Bailey, why.., or when we would have an idea of the pool because being that we lost land, in regards to the land swap, it's gonna determine the size, the specs in the type of pool that we're gonna have in the community.

'Cause, even to address the concerns that we had with replacing a pool, this seems like more of a [stammer] training pool versus a full community swimming pool. So, those are some of my concerns where we're waiting two years for a training pool, we're still gonna be a couple years outside of having an actual community pool.

That's the first question.

Do we have anybody from Parks & Recs here? Available? I wanna address the Swim & Go.., on the Go program.

[Pause]

Mr. G. Gentile: I don't see him here, Mr. Mayor.

Mayor Lawson: Does anyone have any details on the Swim on the Go, that's here?

[Pause]

Mayor Lawson: So…

Thank you, Mr. Gentile.

When will we have actually those dimensions? 'Cause I know we're doing some community…

Mr. G. Gentile: [Stammer]…

Mayor Lawson: …[inaudible].

Mr. G. Gentile: We're working on that Site Plan right now.

So, we're gonna.., now that we have the School Board property line, we can probably bring that to you to the next meeting.

Mayor Lawson: Thank you.

Mr. G. Gentile: Yeah.

Mayor Lawson: Parks & Rec?

I was just advised that Rapids [inaudible] through December of 2028.

Mayor Lawson: Oh no.

The entire program. I mean, that's just one piece of it. So, do we have anybody else that actually knows the full program? 'Cause, I think that the clear understanding is that we've been addressed with a timeline but making sure that all of our contracts and stipulations for the swim program, we still have swimming available for our residents throughout the different community pools, the Rapids agreement, and multiple items.

Interim City Manager Wilkins: I know most of the Item's was gauged to run for three years.

So, I'm thinking it should be running through 2029 but I'll definitely check and get that answer…

Mayor Lawson: Okay.

…for you.

Mayor Lawson: If we can get that and send it out to the entire Board, the Swim on the Go pro'.., program, the contracts that were executed, how long we have that program in place.

Because, it looks like, on this timeline and this only being a [inaudible] pool, that Swim on the Go program is not gonna be able to meet the needs of the residents while we're building this. So, we wanna make sure we've addressed that prior to getting that problem.

Mr. G. Gentile: Yes, sir.

Mayor Lawson: Thank you.

Thank you, Mr. Chair.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Vice Chair Spiritis.

Councilperson Spiritis: George, you know, it's always been our understanding that this is gonna be either a twenty-five yard or a twenty-five meter pool for competition. Is that what you're designing as well? Is that part of this pool?

Mr. G. Gentile: This.., this was initially, in the master planning phase, was a.., a community pool, but mainly, we were looking at doing a lot of it for lessons for.., at this pool.

You have another pool that's being planned., another pool complex that's being planned at your City Hall site area.

Councilperson Spiritis: So…

Mr. G. Gentile: Well…

Councilperson Spiritis: …it'll be…

So, one pool will be a competition pool and one will not, is that what you're saying?

Mr. G. Gentile: That's correct.

Councilperson Spiritis: Okay.

Mr. G. Gentile: Yeah.

Councilperson Guyton: I have a couple of questions.

Did somebody else… Okay.

As we speak about the timeline, a lot of it is compromised with the review process and Procurement, which is not unusual. From.., if you look at start of.., worded, construction documents 9-30 and then the review process by our Planning or Staff, it's gonna take five to six months.

Mr. G. Gentile: Yes.

Councilperson Guyton: And.., and I have a question for Mr. Sirmons.

Mr. Sirmons, would you come to the mic, please?

[Pause]

Mr. G. Gentile: Chair, I didn't.., I didn't… I didn't understand.

Did you need me to ans'.., I didn't hear your question.

Councilperson Guyton: Oh, no, no.

I have a question…

Mr. G. Gentile: Oh.

Councilperson Guyton: …for Staff.

Mr. G. Gentile: I'm sorry.

[Chuckle] Mr. Sirmons. How are you? I was trying to answer for you.

Councilperson Guyton: Would you identify yourself, please?

Development Services Director Sirmons: Yes.

Good evening, Mr. Chair, Members of Council. Clarence Sirmons, Director of Development Services.

Councilperson Guyton: The review process that we're looking at, five to six months. That's probably typical.

My question is, is it possible for us to retain assistance outside of the City Staff with the review process to speed it up?

Development Services Director Sirmons: The five to six months wouldn't be sped out.., sped up by outside reviewers.

And, Mr. Bailey and I work together regularly. And, we make sure that if it's a City project, especially with significant expectations from this body, it's gonna be at the top of the pile.

And so, the review time will be expedited in this situation. Oftentimes, the biggest variable is the quality of submittals that we receive and the amount of time it takes for resubmittal.

So, Mr. Gentile, he's worked in the City for a long time so I expect a.., a high quality product. But, the situations where we get a submittal and there's lot of comments and there's more and more rounds of review because comments are missed or not addressed, those are the things that pro'.., protract the.., the process.

In this situation, we don't expect that. The lower end is closer to four months. A big part of that is the notice for the City Council meeting, the Planning & Zoning Board meetings that have to go out, which push those timelines out for the public meetings.

But, with a.., a.., a thorough submittal, we can get through the review process in two to three months. And.., and then from there, queue up the public hearings. So, we fully intend to compress that as much as possible.

But, he did put worst case scenario, in case something unforeseen takes place.

Councilperson Guyton: Okay.

Thank you.

Development Services Director Sirmons: Yes, sir.

Councilperson Guyton: I'm done with you.

My next question is with the procurement package. Is Ms. Ammons here?

[Pause]

Councilperson Guyton: From the.., the bid procurement package being received and the anticipated award, that's another five months that's been added.

And, I see this hundred and fifty days here. I'm not sure what that is about.

Procurement Director Ammons: Hello. Good evening. LaTonya Ammons, Director of Procurement for the City of Riviera Beach.

We estimate one twenty to one hundred and fifty days. Once we receive the bid package, we allow time to review it to make sure that all of our terms and conditions are in the package. And then, we have to post, it's posted for thirty days, so now we're at approximately sixty.

Then, we have to allow for the evaluation process and the responsiveness review, setting up those evaluation meetings.

Then, after the evaluation meeting, there's contract signature and also trying to monitor the deadlines to submit to bring it to Council.

And so, that's why it's one twenty to a hundred and fifty days throughout that entire process.

Councilperson Guyton: Okay.

And, everything is done internally? With Staff?

Procurement Director Ammons: Everything is done internally.

And, we question, or try not to rush it because that's where we make mistakes, small things, you know? So, we try to avoid a protest, we try to avoid doing things that we'll have to send it out to bid, anticipate those questions that could come along the way.

So, that's why we really take our time. You know, peer review, just to really look at the particular documents and make sure they're okay before we come to Council.

Councilperson Guyton: Okay.

We do wanna ensure that Staff continue to produce a quality product. We.., I wouldn't suggest expediting or rushing it at the risk of not producing a quality product. It is my hope that maybe we can put more human resources on it to expedite that product but in a safe manner.

And.., and it's.., it's important to… I know most on the Council, that we get through this process as quickly as possible but not at the risk of making mistakes and then have to go back and redo it and re'.., repost it, re'.., rebid it and all that other good stuff.

So, that's the message.

Procurement Director Ammons: Okay.

Councilperson Guyton: Put as many resources on it as you can.

Procurement Director Ammons: Yes, sir.

Councilperson Guyton: Without making mistakes to try to get it done as quickly as possible. We.., when people drive by that Barracuda Bay pool, I get comments almost every day. [Inaudible audience comment]

Councilperson Guyton: When is it gonna be done?

Where's the replacement gonna be? And I.., I wanna be able to give them some definitive answers.

Procurement Director Ammons: Yes, sir.

Councilperson Guyton: Okay.

Procurement Director Ammons: I understand.

Councilperson Guyton: Thank you.

Are there…

Councilperson Spiritis: Chair?

Councilperson Guyton: …any further…

Councilperson Spiritis: Yeah.

Chair?

Councilperson Guyton: Dr…

Councilperson Spiritis: Yeah.

So…

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: You know, normally.., the normal process, of course, for the.., for the City reviewing everything is when an independent party submits plans and specifications to the City, so we have to wait for them to finish the plans and specifications to submit it to us before we review.

Can't we possibly have George Gentile's team working directly with our Staff as he's designing and let them make their comments and reviews at the same time so we don't have to go through it at the end?

Can't we do it during the whole process? Work together? 'Cause this is our architectural and engineering team. So, it makes sense, I would think, for us to be working with George's team during the whole process so that when he's finished and we're finished, we're ready to go?

Procurement Director Ammons: Yes, sir.

We could make strides to work together as far as maybe providing more procurement documents. But [stammer] included in our review, when we put something out on the street, is that we read the documentation and we make sure that we also apply, or post the additional forms that are applicable.

And so, yes, we can make some headway and shorten the timeline just a little bit but we still allow ourselves the review period because we do read through the solicitations, all of them, and institute a peer review so someone can come back and check behind us to make sure that we didn't, you know, miss anything where something says fifteen percent and somewhere else says sixteen percent.

So yes. We can…

Councilperson Spiritis: No.

I…

Procurement Director Ammons: …institute a process to work…

Councilperson Spiritis: Yeah.

Procurement Director Ammons: …along with them.

Councilperson Spiritis: No.

I hear what you're saying but I really think that we can really cut a lotta time off if we do this together, with the team that's designing it so at the end, we'll be ready to go. We won't, you know, it'll be a quick review because you would have participated in the entire process, from the beginning to the end.

Procurement Director Ammons: Yes, sir.

Councilperson Spiritis: Okay.

Thank you.

Councilperson Guyton: Are there any further comments.

Councilperson Lanier: Yeah.

Chair, I just wanna say that, in regards to rush, I don't think that.., I mean, we're all professionals. I don't think that it's an issue of rushing as it is an issue of expediting it. I think that a lot of departments, not just with the City, have ex'.., expedited processes.

And I think that this needs to happen for this particular project because I don't know how we got here where we're still talking about design when we were talking about this last year. And, we need to move on this.

And, the Police Department is moving ahead. Quickly. So, we can do the same thing.

Thank you.

Councilperson Guyton: Thank you.

Are there any further comments?

[Pause]

Councilperson Guyton: Hearing none.

Thank you very much, Mr. Gentile, Staff, Mr. Bailey. And, we.., we would hope that you all do what you can to expedite the process.

Mr. G. Gentile: We will do whatever we can to expedite.

Councilperson Guyton: Yes.

Without making mistakes.

Mr. G. Gentile: Absolutely.

Councilperson Guyton: [Chuckle].

6a. <u>ITEM NO. 6A (con't)</u>

LEGISLATIVE UPDATE FROM FLORIDA STATE REPRESENTATIVE JERVONTE EDMONDS, DISTRICT 88

DEBRAH HALL, CITY CLERK, (561) 845-4065

Councilperson Guyton: Okay. Next up is State Representative Jervonte Edmonds.

Let's give him a hand, please.

[Applause]

Councilperson Guyton: I see he's accompanied by Senator Mack Bernard. I didn't see your name here but you're always welcomed.

[Applause]

State Senator Bernard: Thank you, Mr. Chair, Mayor Lawson, Chair Guyton, Council Members Lanier, Spiritis, and Miller-Anderson.

It's great to be here. And, I'm joined by Representative Edmonds. He's gonna be the one who's gonna present the big check.

[Chuckles]

State Senator Bernard: And.., and, of course, we do have Sam Peltier, who is here also from The Pittman Law Group. And, Mr. Pittman was not able to be here this evening.

Representative Edmonds and I are really happy to be here. And, the reasons why we're so happy to be here is because this is.., this check is for the residents of Riviera Beach. And, last

year, we had submitted appropriation requests for the new water treatment plant, and we requested $750,000. And, the Governor had vetoed that $750,000. And, this year, we have, you know, great news.

But, in terms of Tallahassee, in terms of appropriations for.., for.., for Palm Beach County, between Representative Edmonds and I, I had submitted over seven hun'.., seventy-six appropriations requests for District 24, for residents of Palm Beach County.

And, we ended up getting forty-two out of the seventy-six items in the budget that was agreed between the House and the Senate. And, the Governor ended up vetoing nineteen of those projects.

But, twenty-three survived the Governor's veto.

[Applause]

Councilperson Guyton: Good job.

Good job. Good job.

State Senator Bernard: And, we were able to, with the work of all the representatives of Palm Beach County, but with Representative Edmonds, bring back $31 million for the residents of District 24.

And, we're so happy to be here to present this check to you. And, Representative Edmonds will present the check.

Thank you.

Councilperson Guyton: Thank you very much, Senator.

State Representative Edmonds: And, right before I present this check, I did just wanna allow our state lobbyist to say a few words.

Sam is here. Again, a representative of Sean Pittman's office, our hometown hero. So, you all can give a round of applause for Sam.

[Applause]

Mr. S. Peltier: Thanks, Rep.

Just very briefly on behalf of Attorney Pittman, myself, and our firm, I just wanna thank these two leaders, Rep. Edmonds and Senator Bernard. I know ya'll see them every day but you.., up in Tallahassee, we'd be hard pressed to have better representatives fighting on our behalf. So, just really fortunate to have them.

And, of course, thank ya'll for the opportunity to represent you in Tallahassee.

Councilperson Guyton: Thank you.

[Applause]

State Representative Edmonds: Thank you, Sam.

Sam actually flew in from Tallahassee to be here today. That's how important it is to him.

Senator Bernard talked about the appropriations that he received from Tallahassee. He also represents eighteen cities and he makes Riviera Beach a priority, along with myself. And, I believe the Council, the residents, the Youth Council in the building, I believe that we all have the same goal, is to make sure residents and businesses, when they turn on their faucet, that they have clean water.

So, this $1.5 million is to help residents, it reduces taxpayer's burden to pay for Utilities. And again, we're being proactive. I believe this Council is changing the narrative about Riviera Beach, just winning All American City and it is our responsibility when we go to Tallahassee that we reiterate the growth and the progress this City has done.

So, you all.., I wanna prompt you all to come behind that golden gate and we're gonna take a quick picture and symbolize this importance of collaboration, bringing home $1.5 million.

[Pause for picture and inaudible discussions]

[Applause]

Councilperson Guyton: Again, let's give State Representative Jervonte Edmonds and Senator Mack Bernard another hand, please.

[Applause]

Councilperson Guyton: We thank you very much for your hard work.

As everyone know, water.., the water plant is a priority and we're working diligently to try to reduce the cost to the residents. So, thank you very much and keep up the good work.

Mayor Lawson: Mr.., Mr. Chair?

Councilperson Guyton: Mayor Lawson.

Mayor Lawson: Thank you.

And a special thank you to our State Senator, our Representatives for allowing our Youth Council to visit last year. We will be bringing them back to Tallahassee, making sure that they got a chance to see the Chamber and actually explore. So, it was a honor for them.

And, The Pittman Firm, thank you, Sam, for coming down to participate in tonight and, more importantly, for representing this on the state and federal level. You guys have done a phenomenal job.

I look forward to continued service.

Thank you, Rep. Edmonds. Thank you, Senator. Thank you, Sam.

[Applause]

Councilperson Guyton: Thank you very much.

Councilperson Lanier: Chair?

Councilperson Guyton: Yes.

Councilperson Lanier: I just wanted to kinda…

Councilperson Guyton: Councilwoman Lanier.

Councilperson Lanier: I just wanna go back for a second for the pool issue.

I really want this to be codified in a motion in regards to this pool. We promised residents that we would have a pool in a year.

I want the Staff to bring back, in September, a expedited process, recommendations for an expedited process for construction of the community pool so that we can have some idea of this timeline. Because, it 's.., it's really up in the air about two years from now, one year from now, three years from now.

I just wanna make a motion that.., bring back in the second meeting in September, recommendations for an expedited process for the construction of the community pool.

That is my motion.

Councilperson Guyton: Okay.

It's been moved.

Is there a second?

Councilperson Miller-Anderson: Yeah.

I'll second.

Councilperson Guyton: It's been moved by Councilwoman Lanier.

Seconded by Councilwoman Miller-Anderson.

But, I have a.., a.., a comment. I would like to add something. As long as it doesn't compromise the quality of the project.

Councilperson Lanier: Of course.

Councilperson Guyton: I…

I.., I don't want.., and, I'm sure you don't either, but I don't want Staff to feel like they have to shorten it so much and it compromises the quality of the project but they're trying to do what we asked them to do.

Councilperson Lanier: No.

The.., I'm sorry. The only reason I said that was because I was looking at.., there's a.., there's a Verneka Sturrup Silver Aquatic Facility in Miami was done in a year, 7,000 square foot pool area plus 4,000 square foot pool building, water play area, and related improvements. That was done in a year in Miami, at $13 million.

So, I know that this pool's not gonna cost us that much. So, a community pool should not take us two years to do. There's another one that happened in Washington, Missouri. It's.., was four and a half million dollars. One year for a new municipal pool. New municipal pool with spray pad, aquatic play features, diving capabilities, shade structures, et. cetera. In one year.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Vice Chair Spiritis.

Councilperson Spiritis: Yeah.

I.., I.., I have to go along with my colleague, Councilwoman Lanier. I mean, they built the Empire State Building in one year. So, I mean, for us to take two years, three years, four years to build a swimming pool is.., is kind of ridiculous.

You know, as a developer, most developers add their pools on later on in the projects that they build and it's not a long process, it's a very short process. You know, just an amenity to most projects.

We were told a couple of years ago when I was at Fire Station 87, when we were told that within one year we're gonna have a new swimming pool here, that we were gonna get this done and we were only gonna take a one year break with the community from not having Barracuda Bay.

So clearly, that didn't happen. So, I do agree that we can come up with a safe, expedited process…

Councilperson Davis Panier: Chair?

Councilperson Spiritis: …to build this pool.

Councilperson Davis Panier: Chair?

Councilperson Guyton: Thank you.

Councilwoman Davis Panier.

Councilperson Davis Panier: And, I will say that I also agree that we do need a safe, expedited process because I never, at any time, thought that the City should be without a pool.

So, now that we are here, we do need to move expeditiously and safely to get a pool in the City of Riviera Beach.

Councilperson Guyton: Okay.

Any further comments?

It's been moved to direct Staff, or to ask Staff to come back with an expedited plan for the Calloway pool.

Is there any further discussion on the motion?

[Pause]

Councilperson Guyton: Hearing none.

I'll call the question. Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Councilperson Lanier?

Councilperson Lanier: Yes.

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: Yes.

City Clerk Hall: Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: That's a unanimous vote.

Councilperson Guyton: And, it was also put in the motion, if I'm not mistaken, for that plan to come back in September.

But, I don't recall if it were the first meeting or second meeting, but I did hear September.

Councilperson Lanier: The second meeting in September.

A…

Councilperson Guyton: Okay.

Councilperson Lanier: …expedited plan.

Councilperson Guyton: Okay.

Mr. Bailey, you still here? Okay. You heard? Second meeting in September.

Councilperson Guyton: Okay.

The next Item, please.

7. ITEM NO. 7

PUBLIC HEARINGS

8. ITEM NO. 8

ORDINANCES ON SECOND AND FINAL READING

9. ITEM NO. 9

ORDINANCES ON FIRST READING

9a. ITEM NO. 9A

City Clerk Hall: Mr. Chair, we're on Item 9a under Ordinances on first reading.

City Clerk Hall: **ORDINANCE NUMBER 4322: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, AMENDING CHAPTER 11 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "NUISANCES," ARTICLE IV, "NOISE," BY REPEALING ARTICLE IV IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE IV, ENTITLED "SOUND," TO REVISE AND CONSOLIDATE THE CITY'S SOUND AND NOISE REGULATIONS, INCLUDING STANDARDS FOR OUTDOOR SOUND AMPLIFICATION DEVICES, CERTIFIED OUTDOOR VENUES, ENCLOSED PLACES OF PUBLIC ENTERTAINMENT, AND EXTERIOR SOUND LEVELS BY ZONING DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR OUTDOOR VENUE APPROVAL CRITERIA; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. NATHAN GORDON, ASSISTANT CHIEF OF POLICE**

COREY SMITH, ESQ., ASSISTANT CITY ATTORNEY, (561) 845-406

City Clerk Hall: Mr. Chair, we have three public comment cards on this Item.

The acceptance of cards for this Item is closed.

Councilperson Guyton: Thank you very much.

I will entertain a motion.

Councilperson Spiritis: So moved.

Councilperson Guyton: It's been moved by Vice Chair Spiritis.

Councilperson Lanier: Second.

Councilperson Guyton: Seconded by Councilwoman Lanier.

On discussion. Staff, please.

Assistant City Attorney Smith: Good afternoon, Mayor, Chairperson, Vice Chair, Council Members. Corey Smith, Assistant City Attorney. I'm accompanied by my Assistant Chief…

Assistant Police Chief Gordon: Nathan Gordon, Police Department, Operations Division.

Councilperson Guyton: Pull it closer to you.

Is that one working?

[Pause]

Assistant Police Chief Gordon: Chair, may I?

Councilperson Guyton: Okay.

Assistant Police Chief Gordon: Assistant Chief Gordon, Operation Division, Police Department.

Councilperson Guyton: Okay.

Thank you.

Assistant City Attorney Smith: And, Council Members, very briefly, recent events necessitated the revision of the current noise Ordinance, after reviewing different things, P.D. determined that we needed to go ahead and repeal and replace with this current.., with a more updated version of the noise Ordinance.

This one is entitled sound. The main impetus of this is to allow a more nimble enforcement mechanism.

Before, in the previous Ordinance, the only.., the only mech'.., the only mechanism for enforcement was that police would implement a.., or issue notices to appear, which [stammer].., which takes enforcement down a criminal enforcement path.

P.D. didn't wanna do that, and I think that's probably not the right thing to do. So, we revised it.., well, P.D. revised it to allow a civil citation to be issued in the enforcement of Noise Ordinance.., of the noise Ordinance.

That is the main crux of the changes. There are also, you know, standards for decibel levels, depending on where you are, residential, industrial, recreational. There's also a variance process that was implemented.., I mean, that.., that.., that.., that is included, that allows for special events to come in and, you know, go beyond the times and the.., and the decibel level.., levels for a noise or'.., for the Noise Ordinance.

That's pretty much about it. But, it was really about making enforcement more nimble and less of a criminal thing, more of a civil thing.

Councilperson Spiritis: Chair?

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: Can you tell me, what happens.., and I believe it should be a civil offense not a criminal offense, obviously, for the first few times.

But, if somebody keeps doing this, over and over and over again, let's say a restaurant is having loud music and whatever going on, on a regular basis and they're just chalking up these civil penalties as part of doing business, is there a possibility of turning it into a criminal offense after it's been ignored, you know, umpteen times?

Or.., or… You know? How do we handle that?

Assistant Police Chief Gordon: Yes.

[Stammer]… I'm sorry. Chair? May I?

Councilperson Guyton: Yes.

Go ahead.

Assistant Police Chief Gordon: Yeah.

So, after the.., the civil citation of.., the warning and the civil citation, if it continued then that's when we can do a notice to appear, confiscate equipment, and seize operations.

Councilperson Spiritis: Great.

Thank you so much.

Assistant Police Chief Gordon: Yes, sir.

Councilperson Guyton: So, would that still be a civil action and not a criminal action?

Even when you seize…

Assistant City Attorney Smith: Mr. Chair?

Councilperson Guyton: Yes.

Assistant City Attorney Smith: So, once a notice to appear is.., is issued, that is a criminal tract. It's.., a notice to appear is the essential equivalent of a charge.

When it's an Ordinance violation it will come to municipal court.., it will come to court, probably at North County Courthouse, and I probably would be the prosecutor on it.

Councilperson Guyton: Can.., can there be an escalation of the fines before we institute a criminal action?

I'm.., I'm reluctant to institute a criminal action about music.

Assistant City Attorney Smith: Mr. Chair?

Councilperson Guyton: Yes.

Assistant City Attorney Smith: That was the.., that was impetus behind this entire revision. Because, before, the only enforcement [stammer] mechanism that police had was through a notice to appear, which takes it down a criminal tract.

This changes that so that we can institute civil citations, civil fines, and remove it from the criminal tract, that way, you know, we're not talking about criminal histoires and records and that kinda thing.

Mhmm.

Councilperson Guyton: Yeah. Absolutely. Okay.

Are there any further questions or comments?

Councilperson Lanier: So, let me ask.

So.., so, what would happen? So, if my music was too loud before this Ordinance, what would happen? They would come out how many times ? Or, the first time I'm going to jail? [Chuckles]

Assistant Police Chief Gordon: Mr. Chair?

No. No. The first time we come out, it's.., it's definitely a warning. You.., you wanna work with folks to, you know, get into compliance. It's.., it's not about arresting or.., or giving a civil citation, it's just to get them in compliance because you have other residents, folks in the area that., that wanna sleep and wanna rest at night.

So, if they over that DBA, then we have that.., that right to give them a civil citation. And maybe, you know, we can put in there a second citation. You know, the more times you hit their pocket, maybe they'll lower the…

Councilperson Lanier: I see.

Assistant Police Chief Gordon: …music at some point.

Yes.

Councilperson Spiritis: Chair?

Councilperson Lanier: Go ahead. I'm finished.

Councilperson Guyton: Vice Chair Spiritis?

Councilperson Spiritis: Chair?

Councilperson Guyton: [Stammer]… are you done…

Councilperson Lanier: Yeah.

I'm finished.

Councilperson Guyton: …Councilwoman.

Councilperson Guyton: Yes.

Vice Chair…

Councilperson Spiritis: Yeah.

Councilperson Guyton: …Spiritis.

Councilperson Spiritis: So, I.., I just wanna mention that I have received numerous complaints over the last three years from people living in the area, around the Ocean Beach Mall. The restaurants.., after the pandemic, all the restaurants started having outdoor music and they expanded their outdoor areas.

I receive complaints from people as far away as the intracoastal area, that they can hear the noise, depending on what the wind is that day. I even received numerous complaints from the Ritz Carlton, and the single family houses surrounding the Ocean Mall.

So, I think that this will make life a lot better for everyone. So, thank you for bringing this forward.

Assistant City Attorney Smith: Mr. Chair, if I may?

Councilperson Guyton: Yes.

Assistant City Attorney Smith: To.., to assuage Councilperson Lanier's question, there is an enforcement procedure delineated within this Ordinance that goes through a process that.., that says basically, issue a verbal warning, notice of violation, civil citation, and then a notice to appear.

So, to answer your question, no, you're not gonna get arrested the first time somebody calls.

Councilperson Guyton: Okay.

Assistant City Attorney Smith: Thank you

Councilperson Guyton: Is there any time that there would be an arrest, or it'd just be a notice to appear?

Assistant City Attorney Smith: There is arrest authority for.., for a.., for.., for an Ordinance violation but that would be at the discretion of the officer, depending on the, I would guess, the totality of circumstances and the severity of whatever the.., the particular situation may be.

But, as Assistant Chief Gordon mentioned to you, the.., the goal of this is to.., to garner compliance.

Councilperson Guyton: Mhmm.

Assistant City Attorney Smith: So, I think that.., I would think that Chief Coleman and Assistant Chief Gordon, and their officers, would take every step to, you know, you know, work for the compliance before taking the extreme step of making an arrest.

Councilperson Guyton: I don't want officers to get overzealous about music.

Unk.: Agreed.

Councilperson Guyton: And, that depends on the maturity and experience of the officer, if they had a good day or bad day.

To be honest, they are human. And, if they come out and somebody might have said something that they didn't appreciate, and if they have the authority to arrest, they get arrested over music.

Assistant Police Chief Gordon: Chair, may I?

Councilperson Guyton: Yes.

Assistant Police Chief Gordon: Yeah.

So, just having this…

Councilperson Guyton: Yes. Go ahead.

Assistant Police Chief Gordon: …this extra step in there, would probably prevent…

Councilperson Guyton: I'm sorry?

Assistant Police Chief Gordon: Having this extra step in.., in the sound Ordinance, will prevent those things…

Councilperson Guyton: Well, what…

Assistant Police Chief Gordon: …from happening.

Councilperson Guyton: …step is that?

Assistant Police Chief Gordon: That's the step of giving a.., a civil citation.

Councilperson Guyton: Okay.

Assistant Police Chief Gordon: 'Cause, we don't have it currently.

So, while the enforcing it, it's more of a warning. After that warning, now we're taking it.., we're escalating it to a notice to appear, which is an arrest.

Councilperson Guyton: And.., and let me make it clear.

I do support being compassionate and considerate to others after a certain time of night. You know, you can't be up all night blasting music. I understand that. And.., and I do appreciate it but I don't want officers to get overzealous about music. Like, you have to start taking people in.

Councilperson Davis Panier: Chair?

Councilperson Guyton: Are there any further…

Councilperson Davis Panier: Yes.

Yeah. And so, I would also add that…

Councilperson Guyton: Councilwoman Davis Panier.

Councilperson Davis Panier: Thank you.

I will also add to that, 'cause sometimes events, and I would hope that officers are objective. You know, because sometimes people see a crowd and it's not necessarily the music but just because it's a certain crowd, then there's a complaint about noise and things of that nature.

So, I just wanna make sure that, like he's saying, that the officers are actually objective and, you know, have a set of rules of what's too loud or what's reasonable in an area, at a time, for certain events.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Vice Chair Spiritis.

Councilperson Davis Panier: No.

‘Cause I’ll give an example with the Rapids. I know that they’ve had some, you know, events and things like that. I live near it. I don’t really hear it but I heard sometimes that people have said that it’s too loud. I haven’t heard it.

So, I’m just saying, certain times people, you know, just maybe because of the particular event, the particular crowd, that can, you know, create some issues as well. So...

Assistant Police Chief Gordon: Chair, may I respond?

Councilperson Guyton: Yes.

Then, Vice.., then, Vice Chair Spiritis. Yes.

Assistant Police Chief Gordon: Officers don’t just respond out to the calls ‘cause they.., they hear the music.

It’s main’.., it mainly come in on the complaint. We get a complaint and we go to that property. We run our decibel reader meter there, we run it. We don’t just… ‘Cause most of our guys work the events, they work the Rapids after hours, they work the Marina events.

So, those calls come in through complaints and we just respond to those complaint and just make sure they’re within the.., the DBA.

Councilperson Davis Panier: [Inaudible].

Thank you.

Councilperson Guyton: Okay.

Vice Chair Spiritis.

Councilperson Spiritis: Assistant Chief, does this include motorcycles and cars that are making a lotta noise? They like to rev them up when they’re sitting.., sitting around. I mean, that.., that will be included in this Ordinance, right? Under the civil Code?

Assistant Police Chief Gordon: Chair, may I?

Councilperson Guyton: Yes.

Assistant Police Chief Gordon: Yes. Yes. That's included.

Councilperson Guyton: And you can go back and forth.

Assistant Police Chief Gordon: I can go back and...

Councilperson Guyton: You don't have to come through me every time.

Assistant Police Chief Gordon: Yes, sir.

Councilperson Spiritis: Thank you.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Yes.

Mayor Lawson.

Mayor Lawson: The only concern I have was the enforcement procedure.

I know we talked about the violation is determined to exist, the officer shall direct the responsible part to immediately reduce. And then, at that time, what happens? You said that they can have the opportunity to issue a citation or a verbal warning.

But, if they comply, what happens at that moment? Is it the discretion of the officer to issue a warning or do they have the discretion to issue a citation?

Assistant Police Chief Gordon: Yeah. The main goal is compliance.

So, if they're in compliance, we.., we.., we keep it moving. We call the complainant back or we're in contact with the complainant, we'll let them know that, hey, they're in compliance…

Mayor Lawson: Mhmm.

Assistant Police Chief Gordon: So, you know, if the music is read higher, you can…

Mayor Lawson: Yeah.

Assistant Police Chief Gordon: …call us back and we'll read it again.

Mayor Lawson: So, to that point, and to take that discretion out of any officer, anybody.., I would wanna possibly change the language to where it says that they may conclude the investigation and change that to shall conclude the investigation.

Board, if you can take a look at Section one.., 11-174, enforcement procedures, line 342. If we leave it as may it's still the discretion of the officer versus changing that to shall and that will allow for them, if they comply, shall issue a verbal warning and move on.

But, if we leave it as may, it's at the discretion of the Board and that's my concern. So, I want Legal to take a look that and for us to make sure that language, in the event that that's a concern.

'Cause, making sure we change it from may to shall, gives.., takes out the discretion and makes it very clear that the officer, if they comply, is obligated to move on from the situation.

And that was the only thing that I saw in regards to the language.

And Board, if we can, kind of give some opinion and thoughts on that so Legal can make a decision prior to this discussion or vote, and possibly bring that back at second reading.

Councilperson Spiritis: Chair?

Councilperson Guyton: Okay.

Thank you. Vice Chair Spiritis.

Councilperson Spiritis: Yeah.

So, Mayor, so, you're suggesting that we take may and turn it into shall?

Mayor Lawson: Yes.

And that allows for the officer to just issue a verbal, and move on with their day versus having the discretion to issue a written warning notice, or even a notice to appear. Because, if the

person complies, they still have the ability and the discretion to do one of the four or five items listed below.

Councilperson Spiritis: Chair?

So, my.., so my.., my problem with that and.., and I understand where.., where you wanna get here, Mayor. But, my problem with that is, what if there's a.., a larger situation going on and this is just a.., one of the additional charges that are happening?

We're not giving the officer the opportunity to add this on. I think they call those cover charges or whatever. I.., I think we should give the officer the ability, 'cause they could be.., it could be part of a fight, it could be part of a.., of a shooting, it can be part of anything.

This could just be one part of what happened at the event, at the time. And, I think that we should give the officer the ability to make that decision. I.., I think we have to trust our police officers on the street.

That's why we community policing and I.., and I trust our men and women that are on the street. And.., and I say that.., I.., I think that, in the long run, we'd be better off with keeping it as may and giving those officers that.., that ability.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Mayor Lawson.

Mayor Lawson: Yeah.

I.., I agree and understand. While I do trust and support my organization, and the Department I currently have with the Staff and all the officers that have committed, we're setting policy.

And, this policy transcends this Department, or these officers, and in the next ten, twenty years, if the language is not clearly, plainly written, I'm not sure what that community policing

may or may not look like. But, I know that if I change it to shall, they have to abide by the language in this rule.

So, I appreciate the work that they're doing today but moving forward, I wanna set this policy that takes precedence regardless of what type of community policy may or may not be in our City.

Councilperson Spiritis: Chair?

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: So, my concern is, of course, if somebody complies and then ten minutes later they do it again, and then they come back and they comply, and then ten minutes, later they do it again.

I mean, this can go on all night long. Once someone gets a violation then, I believe, the second violations are higher monetarily and they.., and they keep going up until.., 'til we get to the point where it's gonna be an appearance ticket.

I.., I think that we.., we have to keep it this way to protect.., to keep the officers from having to have a.., a confrontation on a regular basis. It could be every, you know, every fifteen minutes, twenty minutes that, you know, the good people are gonna adhere to the law.

Other people know the law and they will use it to their advantage. And I think that we should have the upper hand, not the person that's violating the Ordinance.

Councilperson Guyton: What is the actual language that comes after may?

That's what I was up here looking for. [Pause]. Mayor, do you have that language?

Mayor Lawson: Yep.

If the responsible party promptly complies, the enforcement officer may conclude the investigation with a verbal warning when appropriate under the circumstance.

And, because, as you just read, appropriate under the circumstance, that actually addresses Mr. Spiritis' concern because under the circumstance would be complied to whether this is a basic Noise Ordinance or a fight or any other discretion that you've addressed.

So, they still have the ability, under the circumstance, to address that, whether it's may or shall. So, if we read the whole language, it's very clear that the shall and the may will give direction if we're just talking about the Noise Ordinance and not these other arbitrary items that could or may not be happening in the [inaudible].

Councilperson Guyton: Is that.., that first.., first couple of words about complying.

What.., what.., what did that say?

Mayor Lawson: On 342, if the responsible person promptly complies, the…

Councilperson Guyton: Okay.

Mayor Lawson: …enforcement officer may conclude the investigation with a verbal warning when appropriate under the circumstances.

Councilperson Guyton: If they promptly comply, which means that they're complying, and you are saying because they are complying, the officer should be required to close it at that point if they comply?

Mayor Lawson: Sir. Yes, sir.

Councilperson Guyton: Huh?

Mayor Lawson: Yes.

Councilperson Guyton: Okay.

Mayor Lawson: And, Mr. Chair, I do have concerns.

There's a lot more concerns that I have with additional policing and.., and I have concerns when it comes to music, especially within our community. So, I'm very concerned with this Ordinance in the first place.

I appreciate how Staff has written it and we've addressed certain items. I just wanna make sure that we're very clear to protect the residents when it comes to policing in our community, when it comes to noise.

Councilperson Spiritis: Chair?

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: Okay.

So, once again, as I was saying, they.., when you say shall comply, I don't care what the circumstance is, when it's shall they're gonna have to end the investigation. If it's may, if it happens again fifteen minutes later, they're gonna have the ability to issue a citation.

I think that all we're doing is going around in circles with the police officers. They'll be coming back and forth all night long, you know, under.., under the shall conclude the investigation.

I.., I think we're.., we're not giving the officer the tools that they need to enforce the Noise Ordinance. I receive, like I said, this is probably the second most emails that I receive daily on.., on noise coming from the Ocean Mall area.

Sometimes, I get it from the boats. I hear people complaining that the boats are revving up their engines, or shooting music out, you know, blasting music out across the intracoastal in people's backyards.

So, I get these complaints on a regular basis. So, I wanna make sure that our police officers have the proper tools to enforce this. We're taking it from a criminal offense and turning

it into a civil offense, we're making it so that the police officers now will have the ability to issue a citation, a civil violation, which they did not have before.

So, I think that we we're.., we are bringing it down and making it easier and less cumbersome for someone who's violating this. We're not making it a criminal offense right now, we're making it a civil offense.

And, I think that our police officers have to have the ability to enforce this Ordinance. And, if we change that verbiage, I think we.., we're gonna have a problem enforcing it. We're gonna be right back where we are right now.

Councilperson Guyton: Okay.

We have some public comment cards. How many do we have?

City Clerk Hall: Mr. Chair, we have three public comment cards.

Councilperson Guyton: Okay.

Would you please call them, please.

City Clerk Hall: The first speaker is Annette Dragon, followed by Rochelle Hughes, and then Lloyd Brown.

Ms. A. Dragon: Hello, everyone. Annette Dragon, Riviera Beach.

How can you guys, in your right minds, condone changing this Ordinance? Clearly, none of you live in an area where your windows are cons'.., constantly being rattled by bass music blaring out from a commercial property.

There are lots of people that live in Lone Pine, where I do, who hear the Rapids, on a regular basis, and their windows rattle and they can't get any peace and quiet.

Captain Harrison came out on the 31st of July with a DB meter and measured the output from the Rapids outside my house. It was actually above the decibel limit that was required by the Charter.

And, what you're doing here is you're proposing to increase the decibel output. Why is that? On top of that, I had reason to call the non-emergency policy line two weeks before the 4th of July this year.

My next door neighbor was letting off fireworks in the street at 11:00 o'clock at night. The police didn't show up. I was not happy. So, why are you even thinking about changing this Ordinance? It's out of line.

There are a lotta people to consider here and, obviously, you people don't live where there is a noise that irritates the hell out of you.

[Inaudible audience comment]

City Clerk Hall: The next speaker is Rochelle…

Councilperson Guyton: Thank you for…

City Clerk Hall: …Hughes.

Councilperson Guyton: …your comments.

Next public speaker.

[Inaudible audience comment]

Councilperson Guyton: Okay.

Please, please, please, please. Comments in the audience.

Ms. R. Hughes: Good evening, Council, Mayor, Staff. Rochelle Hughes, Lone Pine Estates.

I have to ask how in the world we're going to change the Charter hours? That's my biggest beef. Because, in the Charter we have today, it's no loud music, loud stuff after 8:00 p.m. I understand there's been kind of a condition that maybe we'll let it go 'til 9:00 or 10:00.

But, now we wanna change it to that.., so that it's 10:00 all the time for anything, whether it's music, cars, whatever. So, I live in a house that's really old. I don't have impact windows or doors.

And, when I sit in my house, and I have my windows and doors rattling because of loud music from other neighbors, or the Rapids, I have PTSD from dealing with the Empire Lounge in West Palm Beach.

And, this Staff knows, the police force knows what I went through, being woken up at 1:00 a.m., 2:00 a.m., 3:00 a.m.

So, to have that playing when I'm at home, just trying to watch TV and it's 8:00 o'clock at night and I hear [pounding on the podium] and it's my windows and my doors. Now, don't get me wrong, I have been able to reach out to the Police Department. Sometimes they just don't li'.., [stammer].., the Police Department.., the people doing.., playing the music, they don't listen.

They don't turn it down. They think it's a.., I don't know. But, I have to say that changing it to 10:00 p.m. always… And, the same with power tools and construction, letting it.., letting it go until 10:00 p.m. at night, are we crazy?

I mean, there's enough right now when there's construction going on, on the Beeline Highway. Do you know I hear it in my house? I can hear the trucks. So, yes. I love the Rapids, I love what they do. I think it's great.

But the problem is, when you have a DJ that's playing outdoors, night, they act like they're inside so the decibels do go higher. And, we just ha'.., we need to think about this because I can't… I mean, I...

Like I said, there's.., there's… I have no problem with music but the problem is, you give anybody, whether it's commercial or residence, the chance to play louder and longer, they're going to.

And then who suffers? I have to get up early in the morning for work. I don't' wanna hear the loud music 'til 10:00 o'clock or 11:00 o'clock at night.

So, I hope you guys have them take this back and.., and revise.

[Timer]

Ms. R. Hughes: Thank you.

Councilperson Guyton: Thank you very much for your comments.

Are there any further public comments?

City Clerk Hall: We have one more speaker.

Lloyd Brown.

Mr. L. Brown: You know my name and all that.

So, since you don't want no noise, I'm gonna stand here for these three minutes in silence. 'Cause, you're making so many different rules and most of the time it does affect us people. Only us people.

And, I mean, I didn't really care about what the lady said because, I mean, I understand and I don't have anything against her for saying that.

But, the truth is, it will only be us people who are gonna have to worry about it. And, I know it is because you can't even stand on the corner, so you play some music in my neighborhood, our neighborhood, us, then you got the police coming there.

Okay, over Singers Island, on the beach, that is loud but I don't never hear anybody saying anything about it. And, it seems like, if we got so much crime, why would you pull these little pathetic things, I mean, like noise. Come on. Please.

I mean, it's like everything you do is only put there for people like us. It may start out talking about the Rapids and all that, next thing you know, you're gonna have cars pulling up in our neighborhood, which is kinda mixed now.

In our neighborhood, they're gonna pull up in our neighborhood and they're gonna be bothering the blacks. And I know this. And you can't tell me they're not 'cause that's the.., that's the way life is in America.

And, I feel like this, I don't play music loud no more because my TV won't hook up to my stereo but if it did, you would definitely hear it.

But, most of the things I play, I don't play it loud because my neighbors, they be wanting to hear it. So, I get out on the porch and I'll play something. And, the things I play are mellow and whatever.

Now, if you.., you see these guys riding up and down the street and they got their music really, really loud, those are the ones you gotta run behind. And, most of those guys with that kind of thumping music, they us people.

So, I don't think whatever you do, these laws you got, are only targeting people like me. So, you can put it down on paper like it's gonna affect the whole, it's only for people like me.

And I know this. And you can't tell me no different. These rules are only made for people like me, not people like ya'll.

Ya'll have a good day. I'll be back.

Councilperson Guyton: Thank.., thank you for your comments.

Are there anymore…

Councilperson Spiritis: Yeah.

City Clerk Hall: That's the…

Councilperson Spiritis: Chair?

City Clerk Hall: …end of public comment.

Councilperson Guyton: …public comment cards?

Vice Chair Spiritis.

Councilperson Spiritis: So, Counselor, can you tell me, can we amend this at the next reading and approve it?

Assistant City Attorney Smith: Yes.

Councilperson Spiritis: Okay.

So, I., I would recommend that we go back and we look at the construction time periods. 'Cause, usually construction ends at 5:00 o'clock. If there's something in.., one of the speakers referred to the construction period being to 10:00 p.m.

That's.., that's really [chuckle] not.., not a good time for construction to go 'til 10:00 p.m. at night unless it's an emergency, of course. But clearly, it should.., it should end at 5:00 o'clock, con'.., construction projects.

Councilperson Guyton: Okay.

Are there any further comments?

[Pause]

Councilperson Guyton: Hearing none.

Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Councilperson Lanier?

Councilperson Lanier: Yes.

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: No.

City Clerk Hall: Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: The Item passes with Councilperson Miller-Anderson dissenting.

Councilperson Guyton: Okay.

Next Item, please.

10. ITEM NO. 10

ITEMS TABLED

REGULAR AGENDA

11. ITEM NO. 11

RESOLUTIONS ON REGULAR AGENDA

12. ITEM NO. 12

DISCUSSION AND DELIBERATION

City Clerk Hall: Mr. Chair, we are on discussion and deliberation.

12d. <u>ITEM NO. 12D</u>

City Clerk Hall: We moved Item 12d before 12a.

City Clerk Hall: And, that is…

City Clerk Hall: **CONTINUED DISCUSSION OF THE MAYOR RONNIE FELDER INQUIRY INTO EMPLOYEE COMPLAINTS.**

WILLIAM E. WILKINS, CITY MANAGER, (561) 845-4065

City Clerk Hall: Mr. Chair, we have one comment card on this Item.

The acceptance of the cards is closed.

Councilperson Guyton: Thank you very much.

To my colleagues, it is close to 7:30, do you wanna go into public comment or start this next Item?

Unk.: [Inaudible].

Councilperson Lanier: We can do public comment.

Councilperson Spiritis: Chair?

Councilperson Guyton: Huh?

Councilperson Spiritis: Chair, I would like.., I would like to do this Item so we don't lose it again like we did last time.

Councilperson Guyton: Yeah.

We're... Yes. I.., I think… Well, we won't lose it 'cause it's the next one but I agree with you.

[Inaudible comment]

Councilperson Guyton: [Chuckle].

Mayor Lawson: How many…

Mr. Chair?

Councilperson Lanier: Have public comment next.

Mayor Lawson: How many public comments do we have?

Councilperson Guyton: [Stammer]…

City Clerk Hall: Mr. Chair, we have fifteen public comment cards.

[Inaudible comments]

COMMENTS FROM THE PUBLIC – 7:30 P.M. – NON-AGENDA ITEM SPEAKERS (Three Minute Limitation)

Councilperson Guyton: Okay.

We're gonna go into the public comment portion so that they don't get bogged down with.., if they don't wanna listen to the remaining Items.

Okay. Madam Clerk.

City Clerk Hall: Do you wanna read the rules of decorum first?

Councilperson Guyton: I'm sorry?

City Clerk Hall: The rules of decorum.

Did you wanna read…

Councilperson Guyton: Yes.

City Clerk Hall: …those please?

Councilperson Guyton: **PUBLIC COMMENT SHALL BEGIN AT 7:30 UNLESS THERE IS NO FURTHER BUSINESS OF THE CITY COUNCIL WHICH, IN THAT EVENT, IT SHALL BEGIN SOONER. IN ADDITION, IF ANY ITEM IS BEING CONSIDERED AT 7:30, P.M., THEN COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER THE ITEM HAS BEEN CONCLUDED.**

PLEASE BE REMINDED THAT THE CITY COUNCIL BOARD HAS ADOPTED RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS WHICH HAS BEEN POSTED AT THE FRONT DESK. IN AN EFFORT TO PRESERVE ORDER, IF ANY OF THE RULES ARE NOT ADHERED TO, THE CITY

COUNCIL CHAIRPERSON MAY HAVE ANY DISRUPTIVE SPEAKER OR ATTENDEE REMOVED FROM THE PODIUM, FROM THE MEETING, AND/OR THE BUILDING, IF NECESSARY. PLEASE GOVERN YOURSELVES ACCORDINGLY.

City Clerk Hall: Mr…

Councilperson Guyton: Madam Clerk.

City Clerk Hall: …Chair, the first three speakers are Matthew Woods, Antonia Arthay, and Fane Lozman.

Mr. M. Woods: As you know, my name is Matthew Woods. I've been here before and I will probably be here again.

Last Council meeting, or, that day when I came back to my boat the next day, I had this notice posted on my boat. It's very, very upsetting because it tells us about we're gonna get a $250 [inaudible] fine and.., and all of this stuff.

However, I did look at the exceptions and it says vessels properly anchored and moored in the.., within the boundaries of the ICW, it's an exemption. So, I'm not really sure about that.

Anyhow, I went to the Police Department and I spoke to Sergeant Jackson who was, apparently in his past, was on the Marine Division. He was very nice. And I wanna comment also, everybody in law enforcement, whether it's the City of Riviera Beach, FWC, or the.., the Sheriff's Department, they've all been very, very polite and listened to me whine and complain.

Anyhow.., so, we are still hoping that the mooring field will go in and we just are asking for the.., for the town to give us something a little more definitive, to have a temporary anchoring permit to stay put until the mooring field goes in.

According to what I was told that, if you have a FWC long term anchoring permit, it buys us a little bit of time. We're in compliant, we're not polluting, [stammer] our boats are anchored

properly and, of course, we love our boats so we take care of them. So, that's basically where we're at.

And, the last thing I wanna think about is, every meeting you do the Pledge of Allegiance. And, the last line is for liberty and justice for all. I want you to think about that because we need a little bit of justice for the people that own boats.

Thank you.

Councilperson Guyton: Thank you for.., thank you for your comments.

Next public speaker, please.

City Clerk Hall: The next speakers are Antonio Arthay, Fane Lozman, and Virginia Clark.

Mr. A. Arthay: Good evening, Mayor, Council.

This is the third time that I have come here to talk about this issue, like Matt before me, right after I was here two weeks ago, in the meeting, I went to check on my boat and I saw this being posted.

We're basically being threatened with a charge of $250 a day for the first violation. A subsequent violations are $500 a day. The.., what Palm Beach did to the boaters pales in comparison to what we are being.., being threatened with.

Like we have asked before, we are the good, responsible boaters. We have had.., I have personally had my boat moored by the Palm Beach Sailing Club for twenty-five years without an issue.

All of a sudden, we don't have a way to keep our boats. We are waiting for you to finish the mooring field so that we can put our boats in it. But, we must be given a chance to keep our boats until you.., the construction of the mooring field is finished.

We are, therefore.., we have been asking for the Council to give us, with whatever conditions you deem appropriate, a temporary mooring permit so that we can keep our boats until the mooring field is finished.

We.., I don't think it's fair for us to have to worry about paying $500 a day for something that, for twenty-five years, we're able to do without an issue. I understand that things have changed.

I understand that you want to regulate the waters. And, I understand that there's an issue with derelict boats but that's not the case for most of us. And, I ask you to please take our needs into consideration.

We are your clients. We are the people that are going to be renting the mooring balls from you guys whenever you get it done. So, we need to be able to keep our boats until then, and we ask you to get between.., between you all and invite us, if you would, to come out with a sense of.., with a.., with a list of common sense requirements so that we can lawfully and properly keep our boats until the mooring field is finished.

Thank you.

Councilperson Guyton: Thank you for your comments.

Next public speaker, please.

City Clerk Hall: The next speaker is Fane Lozman, followed by Virginia Clark, and Diane Lewis.

Mr. F. Lozman: Fane Lozman.

The boating situation is easy. Anchor your boat thirty days in Riviera Beach, move it to Peanut Island, anchor it in the county moorings for thirty days. Go to Palm Beach Shores. Anchor it in Palm Beach Shores for thirty days.

Go to Palm.., Palm Beach Island, anchor it there for thirty days. Go to North Palm Beach, anchor it there for thirty days. Go to West Palm Beach, anchor it there for thirty days. But, just hopscotch around in a mile, a mile and a half area and you have no problem.

I've been coming here for the last year almost talking about the City boundaries were unilaterally moved by the City Attorney. She doesn't have the authority to do it. You told me to talk to Wilkins.., where is Wilkins? He's not even here tonight. Wilkins doesn't have a clue what's going on period.

You are the final policymakers and you're shirking your responsibilities when you have a City Attorney who is moving the boundaries of the City. She moved the boundaries into the state park.

Now, I'm working with the state to get to the bottom of this but that's malfeasance. I mean, she should be fired for doing what she did. But, not only that, she also spent $2,600 bucks to try to cover her you know what with.., with Lewis, Longman & Walker.

If you're gonna be Chairperson, Mr. Guyton, you gotta follow the rules. When you hired Wilkins as an Interim City Manager, you never put it on the Agenda. If something's not on the Agenda, you can't vote on it and you voted anyway.

Number two, you didn't disclose how much Wilkins' compensation was. His compensation includes severance of $102,000. His total comp is $556,000. Five fifty-six, eight sixty-three, that's obscene.

The County Administrator's salary is only $425,000. Why.., why is he getting a higher salary than the County Administrator? I don't understand it.

Also, Medicare. He gets Medicare. The City's taxpayers paid into that for the two times he worked here before. Why are you giving another $28,000 for.., for [stammer] medicine. You have to represent the taxpayers, not Wilkins. The taxpayers need to be represented.

And finally, I saw, Ms. Lanier about your letter to the CRA Board. I'm just gonna give you some friendly advice. If you get a subpoena to appear before the grand jury, you have to go. If you don't go, you'll be held in contempt of court and you go to jail for eighteen months until the grand jury proceedings are completed.

But, it's really good news for you because witnesses who appear before a grand jury, they're not the ones who are being indicted. Somebody else is. So, remember, if you get a subpoena, even if you have no lawyer, go to the grand jury.

Thank you.

Councilperson Guyton: Thank you for your comments.

Next public speaker.

City Clerk Hall: The next public.., public speak is Virgina Clark, followed by Diane Lewis and Annette Dragon.

Ms. V. Clark: Good evening, the Mayor is out but any City Council meeting. My name is Virgina Clark. I'm a Riviera… I live right here in Riviera Beach.

Some of the questions I'm gonna bring up, or things I'm gonna mention, are things that may have been mentioned already before. But, I'm one of the ones who's been sitting at home watching TV.

I said no more of this because I'm.., I'm yelling and screaming at the TV, are things that I see that's going on here. We never know what's going on unless we come in here and we say something, and for the residents and everybody to hear what we're talking about.

One of the things that I'm talking about mainly is.., it came up.., is, that the night that Mr. Evans was terminated, there was no explanation of why he was.., he was terminated and when the question was asked, well, who's gonna fill his spot?

Mr. Spiritis right away spoke up and said Bill Wilkins. Well, [chuckle], anyway, Mr. Wilkins we had, you know, [stammer], we were all sorta surprised at that, even the residents that were here. We didn't know what was happening.

Matter of fact, we didn't know that he was gonna be.., Mr. Evans was gonna be terminated that night. Mr. Guyton kept saying we got to go.., he got to go. And they.., sure. We got rid of him then.

But why Mr.., why Mr. Wilkins when we had.., why we even hired him when we had two qualified people here? They were already on the payroll that were the Assistant Managers. We had Ms. Jacobs, which is all.., has filled in all the time for Mr. Evans, so she knew the job.

Why are we paying two.., we got two people on the roll we're paying and we're gonna pay another person to come in, that's been gone for eighteen years? You know, what.., what was his qualifications that he's coming back after this time, which I understand he had been sick.

And he quit before because it was.., the job was too stressful and he had heart problems. You know? You wonder what's going on. And, when we bring someone in, else, on the Board and pay all of this extra money.

It doesn't make sense. I don't know much about the Sunshine Law but something is wrong when you already had some ready.., someone here, ready to fill the job that night, and to the surprise of all residents here, we brought.., three people voted to bring somebody else in.

Now, what kinda sense does that make? That don't make no sense at all. Nothing. The statement about Mr. Wilkins was more qualified than Mr. Evans, that was a [inaudible] that was brought up.

How could he be more qualified than Mr. Evans? He [stammer].., it's so much technology and everything that's going on now in eighteen years. What made him think that he knew more than Mr. Evans?

Now, come on. Let's be real about this. You know. And, it's very disgusting to hear that what that's [inaudible]. What was Mr. Wilkins' qualification? I heard them ask for a resume. Has he ever submitted a resume yet, telling what his qualifications are for the job.

If we were going for a job, we would have to be showing our qualifications. And, has a resume been provided for him yet?

[Timer]

Ms. V. Clarks: Thank you.

Councilperson Guyton: Thank you for your comment.

Next public speaker.

City Clerk Hall: The next speaker is Diane Lewis, followed by Annette Dragon and Rochelle Hughes.

Ms. D. Lewis: Good evening, Mayor, Chair, and Members of the City Council. My name is Diane Lewis.

And, I just want to take a moment tonight to express my support for the City Works on Ordinance 4321, the Yes, in God's Backyard, for Florida Housing Initiative. I appreciate the work that City Staff, the Planning & Zoning Board, and others have already put into developing this proposal.

But every week we get a call from a senior, from a veteran, from a mother that's working poor, trying to find affordable housing, a place to call home, to remain in our City. And, I believe our faith institution can be valuable partners in helping address the needs, while continuing the work they have already done in serving our community.

I simply wanted to place my support on the records tonight, and I look forward to seeing this initiative continue moving through the process.

In my research, I see a line that the Planning & Zoning submitted recommendation on August 13th for the Ordinance approval. So, my question is, to please keep this moving. We are in the trenches, we have people that really need affordable housing and we're here to help. And, I want you to please keep that Ordinance moving.

Thank you.

Councilperson Guyton: Thank you for your comments.

Next public speaker, please.

City Clerk Hall: The next speaker is Annette Dragon, followed by Rochelle Hughes and Cindy March.

Ms. A. Dragon: Hello again, everyone. Annette Dragon, Riviera Beach.

I wanted to say a thank you to a Public Works guy that helped me personally. A couple weeks ago, my car got hooked on a rebar at one of those parking concrete bars that you park in a ____ with.

And, this guy stopped on Military Trail, got out of his truck and helped me get my car off this rebar, make the bumper and everything, get back into place and make sure that the car was starting and running and moving before he took off.

So, thank you to whoever that was in the Public Works Department. I mean, being a woman, alone, elderly, unable to lift very much anymore, this was great.

Thanks.

Secondly, thank you again to Public Works Department for doing our streets in Lone Pine. We are currently getting resurfaced and restriped and there is a vast improvement already in the road surfaces.

It's really nice to be able to move smoothly and without having to go through waves of potholes everywhere.

Finally, a question for Debrah Hall. [Chuckle]. I submitted a Request for Information on the 1st of July and I have heard absolutely nothing yet. Pretty please, with a cherry on top, can we get some movement on it?

Thank you.

Councilperson Guyton: Thank you for your comments.

Next public speaker.

City Clerk Hall: The next speaker is Rochelle Hughes, followed by Cindy March and Lloyd Brown.

Ms. R. Hughes: Hello, hello again.

First, I do want to thank the Board, Council, for approving for our streets to get paved. I know.., I think it happened last year when the.., when the monies got approved for it. Thank you. Thank you to Public Works, Mr. Bernard back there, and his whole crew, along with All Paving.

Yes. The streets look amazing. Can't wait for the striping to come through so it's.., it's really nice. So.., so, thank you.

I also wanna thank some members of the Riviera Beach Police Department, Major Commond, Captain Cappy, Captain Harrison, and Assistant Chief Gordon for all of their assistance in the past couple of weeks with some matters.

And, the other thing I had was for Ms. Wynn. Back in July, I had sent you an email for some clarification on the Charter 'cause it reads for City Marina property, the City's Municipal Marina shall not be sold.

However, the Council may enter into management, license, or lease agreements, blah, blah, blah, for no more than fifty years. I had heard that the lease with Related Urban is for ninety-nine years.

And, I was looking for clarification as to how that can be done when our Charter specifically states no more than fifty years, and just kinda wondering if that's something that the residents should've voted on to allow that or what?

And, maybe I'm missing something but I'm just hoping that you could give me some clarification.

And that's it. Thank you.

Councilperson Guyton: Thank you for your comments.

Next public speaker.

City Clerk Hall: The next public speaker is Cindy March, followed by Lloyd Brown and Dr. Phillip Dukes.

Mr. Chair, the acceptance of.., the acceptance of public comment cards is closed.

Ms. C. March: Good evening, Council. Cindy March.

I'm not nosey but I'm very observant. The police officer brought in a.., a thing. I hope it's not public comment 'cause public comment is closed. A rule is a rule. I wanted to say that first.

You all around here still talking about Evans and Bill. How much money ya'll think ya'll paid out to Evans to come back here? He said up under oath he would not come back and seek employment for the City of Riviera Beach. And took $190,000 when he left. He didn't pay that back to the taxpayers.

Then, when he came back, he ain't come back just being the City Manager, he came back as the Utility Director, he came back for the CRA Director. This man was making more.., damn near than the President was making.

So, when you go on and set a rule, set it for everybody. I'm not against Evans but Evans should've never been back here. He's gone, let him stay gone.

And you all have to be very mindful talking about Bill, what kind of experience and resume he have. When that man left here, he didn't leave us in a deficit, in a negative. Or, not having so much money where we couldn't bond or we got to be careful how we bond.

You all need to be careful when you vote on yes for something. I'm not for that Dan Calloway little pool you all got because of Evans. This why we're in this position, because he lied and said that the.., that Barracuda Bay wasn't repairable to be renovated. It was so. And it was stayed in place 'til 2032. 2032 not here yet.

Who goes and put a.., a pool over there by the City Hall, where the police station shoulda been put back. But, what did Evans them do? And the ones who shield him? The same three, one of them not here, Julia Botel, KaShamba and Lanier, they all with this $35 million bond.

And, guess what? They teared down the Barracuda Bay. It's a sore eye. It's a.., it's a sore eye and you all need to learn your Charter before you vote on something. Stop voting on friendship and personal vendettas.

Do right by the taxpayers. We need clean water. I don't give a damn if they don't put no pool, we need some clean water up in here. And, we need to stop dragging our feet about it. Put that on hold, all of these musical events ya'll are having, put all that shit on hold.

We need some water, the senior citizens need water to drink. They can't decide whether they're gonna put water on they table or food on they table, or go get they medication, but we 'round here with all these parties, costing $200,000, All American, $800,000.., or $80,000, the $200,000.

I love the kids. God knows I love the kids but what expense to the taxpayers? We got to do better because we know better.

November, we have an election. We cannot sit out that election. I wanna congratulate Poole and I wanna congratulate Nixon and we got more work to do. We need to get rid of some of these people that been here nine and eleven years that's shielding Mr. Evans.

Councilperson Guyton: Thank you.

Ms. C. March: That's why we where we at.

Councilperson Guyton: Thank you.

Thank you very much for your comments.

Next public speaker, please.

City Clerk Hall: The next speaker is Lloyd Brown, Dr. Phillip Dukes, and Delores Williams.

Mr. L. Brown: How you doing? My name is Lloyd Brown.

I thought I was gonna close it out, like, you know, last group, Earth, Wind & Fire, you know, the last band come in.

See, I couldn't come up there and pass nothing to them after they did what they did, so you can't put in no comments. I couldn't go over there and do that. And see, it's a difference in the way ya'll people treat people over here. It's a total difference. And, I mean, honestly.

And, the guy talking about the boats, let me tell ya, I wouldn't give a damn, honestly, where you put your boat. I mean, 'cause black people got their boats in their yards, and they getting fined for having a boat in the yard.

And, you worried about.., you on the water. And you should get fined.

But a man got his boat in his backyard, you got the Code Enforcement riding through, writing it up. [Stammer] I'm waiting on ya'll to get them little things that fly up and look over people houses.

And then another thing, we got so much crime around here. And, this is what I can't understand. Ya'll worried about noise, ya'll worried about a brother with his light on his back and we got drugs.

Let me tell you, I know of more drugs holes, I don't even get high but you can tell just by standing around. When I ride around, it's more drugs holes around here than anything. But, you'd rather run behind a man because he got a light, that's so that you can go to him and you can ask for his ID.

Same thing with this noise thing. You have a brother over here, in his yard, playing the music. It don't have to be loud, you'll get a cop…

Excuse me. And, I know she out there, named Smiley. Ya'll need to slow that lady down. 'Cause, you know what happened? Everybody I ask.., I do this stuff, Mayor, and you know, I do this, I ask them, who is the worst cops around here that ya'll know?

And, you know that name came up a couple times? And then, when I heard what other people in my family said, I'm saying, come on now.

I mean, ya'll gonna have to treat these people a little different, like… Don't.., don't go back to Jim Crow. You know, Jim Crow ain't gone, they just got ya'll doing it for them now. Like, these little rules you got, loitering, vagrancy, and all that. Those things came back when I was coming up.

See, when I was coming up, my neighborhood was.., was Jewish and all that. Now, the people who was racist, they [inaudible] white people, they wasn't Jews. None of these people got together until this day in time.

Instead of being Jewish and all that, now they're all white because they get the benefit of the doubt. And, the people in my neighborhood don't get nothin'. We got neighbors coming in my neighborhood, they don't even speak. They'll come and ride down the street, they don't wanna say nothing.

And then back to this housing like the lady was saying, you're talking about workforce housing. We don't have no brothers out there working, so what you're trying to say, you're gonna build houses for these people who are building these places, that's the workforce.

Ya'll ride around Riviera Beach and look on these roofs or look in these places. All you see is somebody who don't look like me doing the work in my neighborhood, when you got a thousand people in my neighborhood who can do that work.

But, like, ya'll like a gelded horse, can't put out no more babies.

[Timer]

Councilperson Guyton: Thank you for your comments.

Next public speaker, please.

City Clerk Hall: The next speaker is Dr. Phillip Dukes, Delores Williams, and Malcolm Summers, Sr.

Dr. P. Dukes: City Council, Mayor, City Manager.

You know, I usually come up here and talk about Black History but I wanna tie what's going on in America to Black History. I wanna let it be known that I am a Christian. I do not believe in black nationalism. Dr. King said that black nationalism is just as bad as white nationalism.

But, what I wanna do is try to speak truth to you from a historical and a present day position, sometimes, say the uncomfortable things to you that you may not wanna hear. I have always believed that Riviera Beach should be leading the nation on these issues. I've always believed that.

Now, if you Google my name, some of you don't know this, Google my name and look at what they wrote about me in the Palm Beach Post and the Sun Sentinel then you'll see.

I also wanna thank the people who sent donations. We're nowhere near where we wanna be as we put on.., press to put on this Love Thy Brother Movement. I'm the CEO of Operation Restore, a nonreligious organization to serve the community.

Now, we have a white supremist in the White House. Donald Trump is a white supremist. And, it's not funny. Project 2025 is a white supremist project that he said he knew nothing about. Donald Trump is taking black people backwards.

The same thing that was done after slavery. Everything that black people were supposed to have when they came into reconstruction, presidents came in and took that away. Well, Donald Trump is taking away all our achievements that we've made from '65 to this very day.

That's a fact in his policies. We do not live in a nation that is passed what we call racial tension and it's proven every day. How many of you know about all the young black people that's been lynched and killed and these issues?

So, we gotta go out and vote. I told ya'll before, I was not.., I am a Independent. But, I decided to join the Democratic Party. Why? It's not a Communist Party like Donald Trump's saying 'cause he's gonna throw this election.

You watch what he does. Donald Trump is a white supremist. And, he has white supremists in his organization, Steven Miller, all those guys are.., is lined up with him with Project '25. Russell Vought. All white supremists and evangelicals. Eurocentric evangelicals are quiet about it as he insults black people.

And some of us are too quiet because we're afraid of the backlash. I'm saying, let's tell the truth and line up on the right side of history in this. Go out and vote. Now, folks say, well, we shouldn't be with the Democratic Party. You gotta start somewhere and hold their feet to the fire.

Because, I'm telling you, I'm not an alarmist, it is not gonna get better. Donald Trump is already setting stuff up where he can take control of this election and kill democracy for that white supremist Project 2025.

Thank you very much.

Councilperson Guyton: Thank you very much for your comments.

Next public speaker.

[Timer]

City Clerk Hall: The next speaker is Delores Williams, followed by Malcolm Summers, Sr., and Michael Jordan.

Ms. D. Williams: Good evening, everybody. To the Council, the whole City and the world.

I just wanna say something here. I heard them.., it's 12b, that's what I really wanna speak on. I just don't understand it. Some of ya'll been on this Council here before. You add one, two, three to make sure you don't stay on the Board 'cause they all [inaudible] say no when [stammer] you want them to say yes. And then, when they say yes, you want them to say no.

So, I'm here to tell you, so, you keep looking with this proposed timeline for the executive recruitment. Ya'll going outta town and getting ya'll classmates to say recruit mess. You taking the children everywhere you meeting these people.

You're bring them and that's a blessing that we got from State Representative, give that $1.5 million. And, if everything, to me, it seem as if you're trying to seem like these three people not growing our City nowhere.

But yet, you were there, all the same ole stuff was still going on 'fore they got in their position. What did you do? You're talking the thing that you want them to support you with. So, come on and do the right thing. Let's do the right thing.

Don't be like, was that, Roger Dan'.., Dangerfield say, I just don't get no respect. Ya'll don't be trying to give nobody respect for the things they do and say. You always wanna down 'em, you always wanna…

You blackball some of the Councilpeople that was in here 'til they feel like they can't never run in this City no more. Thank you, Mr. Guyton, you came with the...

But God is still good. Ya'll got to remember, there's a book in a book written. You're putting your name on things here but you better make sure you got your right name and the right book.

You better get the right [stammer]… You're talking about the wages and what Mr. Wilkins should get, he gettin' $10,000 less than what Mr. Evans was getting. Like I told you before I don't have anything against Mr. Evans because he helped the lady I know.

But yet, if you look and go back and see things that was not completed under him, while he was here, Mr. Evans not coming back. Do.., do other things. As you say, this the best place to work, live, and play.

It seem like some of you still being the crow on top of the back of the eagle. You standing 'round and just trying to make sure it don't work.

You try to make the Council go over 'cause he had a special thing. We don't go late but you can get on and ask all these questions and questions and… Then, you finally get the Engineer up here and straighten you out about some things.

Then, you say, oh I didn't know that. Oh, I didn't know that was… What you ain't know but yet you get up there hindering everything. Get with the program and get this Council, this City to move. Do what you say you've been doing for twelve…

[Timer]

Ms. D. Williams: …nine…

Councilperson Guyton: Thank you very much for…

Ms. D. Williams: …years.

Councilperson Guyton: …your comments.

Next public speaker, please.

City Clerk Hall: Next speaker is Malcolm Summers, Sr., followed by Michael Jordan, Doretta Paulk and John Taylor.

Mr. M. Summers: Good evening. Malcolm Summers.

Councilperson Guyton: Good evening.

Mr. M. Summers: Retired City of Riviera Beach employee, Public Works Department. Twenty-five years.

I was employed with the City of Riviera Beach in 1998, on the record it was '99. Many employees kinda got caught up in that.., in that raft where we lost time.

But, needless to say, it saddens.., it saddens me to hear that a lot of people are not happy with Mr. Bill Wilkins. To me, Mr. Bill Wilkins was a matriarch for our City. He did a lotta great things.

Not only is he qualified, he can do the job. So, if you're not from here, you probably wouldn't know and understand and I get it. But, you have to be from here. And, as I look around, it looks like.., and.., well, it sounds like a lotta people's not from.., from here.

You have to be from Riviera Beach to really, really know and understand the things that he put in play, the things that he implemented, the programs that he was involved in. So, he's more than educated and qualified for this position.

And, I know a lot of us are still upset about Mr. Evans leaving and with not getting his contract renewed. But that's fine. I want to tell you that Mr. Evans was right in his own little way but he turned a blind eye to a lot of things. Okay?

You're talking.., you're talking about a twenty-five year veteran employee here and the truth needs to be told. I hear a lotta people come up and all.., hear all the lies and all of that but Mr. Evans hurt a lotta people, in'.., including me. Okay?

I was up here before saying the same thing. There's a continuation when we get on this other item. But, there was a lotta hurt employees. And you guys don't even know the half of it.

There's a mission statement and.., and I wonder, I don't know if you guys are familiar with the City of Riviera Beach's mission statement?

I got this mission statement in 1998. Okay? And, there are six items, line items. The last two, I will give you credit for but the first four, we failed. The first one is treating others as we would like to be treated. City of Riviera Beach failed.

Being friendly and helpful at all times. The City of Riviera Beach failed.

Taking the extra step to provide quality services to all citizens. City of Riviera Beach failed.

Maintaining clear, open, and conscious commu'.., excuse me.., communications.

[Timer]

Councilperson Guyton: Thank you very much for your comment.

Mr. M. Summers: City of Riviera Beach failed.

Councilperson Guyton: Thank you.

Next public speaker, please.

City Clerk Hall: Next public speaker is Michael Jordan, followed by Doretta Paulk, and John Taylor.

Mr. M. Jordan: Okay. As always, I would like to say hello to everybody.

Attorney Dawn you stay encouraged and I want everybody up there to stay encouraged. Okay? In doing the right thing. Not saying that you're doing nothing wrong but doing the right thing. Okay?

First of all, I hear a lotta talk about this pool and what's going on with this pool but I never heard anything saying that it will accessible for children or adults with disabilities? No one never said anything about that.

So, I do wanna know what's up with that? Where that stands, so when he comes up again, that needs to be mentioned. Also, the gentleman that you all using to actually do the pool, and correct me if I'm wrong, is Mr. Terrence Bailey. Is that correct or incorrect?

I guess you probably can't answer right now but, if so, he's the same one that done the streets in Monroe Heights so I'm not sure that the pool would be in such great standings because Monroe Heights' streets was messed up. Okay?

The next thing that I want to talk about, I know that you all want to rush the pool but I know you all voted on it. But, when we rush things, we know that a lotta mistakes are made. Okay?

And, I do not like the pressure that's being put on Ms. Ammons, even though she's not saying anything. 'Cause, what my question would be, if there's a mistake made, even if her Staff make it in the documentation, or whoever check behind them, they're not gonna go after the Staff, they're gonna mention her because she's the Director.

So, you all want her to push this, so will you be there to support her if a mistake happens and it's not actually her mistake? That's what I wanna know. Okay?

Because, I feel like she needs to be supported. She don't know me too much from a can of paint, except for coming in here. That's how you know I'm 'bout the right. Okay? So, like I said, I want all of you all to continue to be encouraged, I want you all to be encouraged to do the right thing. Okay?

I'm not saying that you're doing anything wrong 'cause you know when you do wrong, when the light shine, it comes out because the real us gonna show up. That's why I can never hide who I am. That's why I have to come in here and be real, whether you like it or not.

Now, the things that they keep saying about Mr. Bill, he's a great guy. And, I wanna say this about Mr. Evans, he's.., I never disliked him but he's gone. He's in Lauderhill. He won't be back.

Councilperson Guyton: Thank you very much for your comments.

Next public speaker.

City Clerk Hall: The next speaker is Doretta Paulk, followed by John Taylor and Yon Shuka [sp].

Ms. D. Paulk: Good evening. My name is Doretta Paulk.

And, I just wanna commend the hard work and dedication to our Senator Bernard, and also Representative Jervonte Edmonds for bringing in over a million dollars to the City, to help us with this water plant. What a phenomenal job they're doing.

And, I just wanna express that.

And, I also want to thank the.., many thank you goes out to Sincere 2000, Councilwoman KaShamba Miller-Anderson, and also, Mayor Lawson [stammer] concerning the initiative they put for the back to school for the children. And also, not.., not leaving you out, Chair Guyton, your initiative that you gave for the Monroe Heights area.

This was much needed. There is a lot of people, families, hurting. And, you all's initiative that you all did for these children, bringing backpacks, and also [stammer] school supplies, haircuts, and the painting of the little girl's nails, that you really uplift these children.

And, I wanna thank you all for doing that. And, continue that.

I went to a.., a fabulous Fire Department health forum that was here Thursday. Absolutely marvelous. They had FoundCare, Catholic charities there, Reentry Center was there, Nicole, massage therapist was there.

And, our very own former Councilwoman Judy Davis was there and she set up a booth, a health booth concerning all natural, and all invasive.., noninvasive, one hundred percent pure patches.

And, it was.., she put one on me and I felt better. So, hats off to her.

And, I wanna just know, and.., for the.., the Fire Department that they.., the forum they had, the Emcee was Mr. Jason and Ms.., Mrs. Williams, and Ms. Thomas was absolutely awesome.

They brought in.., they brought in fire detectors, also, carbon dioxide.., monoxide detectors, fire extinguishers. I was able to get a couple of those products 'cause I needed them. And, it's [stammer].., all the booths were wonderful, information that was given out. Very valuable information.

And, I wanna know if there are gonna be [stammer] the 21st, at the beach…

[Timer]

Ms. D. Paulk: …are there gonna be parking.., will the people have to pay for parking?

Councilperson Guyton: Thank…

Ms. D. Paulk: If you can answer that later.

Councilperson Guyton: Okay.

Ms. D. Paulk: And, I thank you…

Councilperson Guyton: Thank you very much…

Ms. D. Paulk: Thank you…

Councilperson Guyton: …for your comments.

Ms. D. Paulk: …very much.

City Clerk Hall: The next speaker is John Taylor, followed by Yon Shuka.

Mr. J. Taylor: Good evening. John Taylor, Island Road, Riviera Beach.

Thank you to the City Council and all the great work you're doing. I appreciate all your efforts.

I'm here because I got a notice on a very old and modest sailboat that I own, this past week. And, I wasn't aware that there was gonna be a.., a law change and I wish I had attended those meetings earlier but, unfortunately, I mean, I do disagree with the.., the Ordinance.

I feel that.., I think that.., I agree that the [stammer] derelict boats are damaging and an eyesore but I.., I don't think a few rotten eggs should spoil the dozen. And, I don't think laws should be implemented for everybody when it's really just a couple boats that are causing these problems.

And, it's a matter of policing on the water, to inspect boats and to monitor those boats. The majority of.., of all of us out there are sailors. We can't afford expensive marinas. And, there's a precedence here of decades and decades of people being able to drop anchor there.

Just like an easement, if you had a neighbor and you were allowed to pass there for decades and decades to access a road or a beach through an easement, and then you acquire those rights.

It's a similar thing. I mean, if.., if for forty years someone's dropping an anchor and then all of a sudden, one day, someone shows up and says you can't do this anymore, it's inherently gonna create a lotta problems for people.

We can't just tow out the boats on the back of a pickup truck. These are sailboats. The cost to bring a sailboat out of the water is not worth the boat itself.

It's a tightknit community. People take care of each other out there. I'll give you an example. I was doing a.., a holiday boat tour and I ran aground on a sandbar. I had my kids onboard, probably eight people total. It was 10:00 p.m. at night.

We sat there for an hour. Ten luxury yachts passed us, all telling us to [stammer] call sea tow and pay $1,500. And then, one of those live aboard boats passing by, under sail, was the one to stop. A. a.., a twenty-five year old kid, you know, went out of his way and simply threw me a rope that I could tie to a hitch and pulled us off the sandbar.

So, you passed the Ordinance, I understand it's.., what's done is done…

[Timer]

Mr. J. Taylor: …but perhaps you could…

Councilperson Guyton: Thank you for your…

Mr. J. Taylor: …make…

Councilperson Guyton: …comments.

Mr. J. Taylor: …make a rule to allow…

Councilperson Guyton: Thank you…

Mr. J. Taylor: …us just…

Councilperson Guyton: …for your comments.

Mr. J. Taylor: …a transition period until…

Councilperson Guyton: [Inaudible].

Mr. J. Taylor: …the mooring field is established.

Councilperson Guyton: Okay.

Thank you.

Next public speaker, please.

City Clerk Hall: The next speaker is Yon Shuka.

Mr. Y. Shuka: Good evening, everybody. Good evening, City Council. My name is Yon Shuka. I'm a boaters.

And, I'm here to support our boater's community, my fellow boaters with sailboats. And, we've just been threatened by the authority to.., to move, to leave. Where? We.., we.., we follow all the instructions once we get through the anchorage permit, what we got, we adjusted with the state and everything.

And, the only one what are getting the tickets are the people who are resisted with a anchoring permit, who have the boat registered, insured because we have a.., a meeting with Mayor a couple of weeks ago and explained to him how it should.., it can be identified a derelict boat from the shipshape boat.

And, I said, easy. Like on the street, what is the.., the police officer asking you when they stop you? Driver's license? Proof of insurance? And registration? And, derelict boats, they don't have insurance for sure because they cannot get that.

And, most of them are not registered. So, in other words, what.., what is all focusing on us because we honest, register with the.., with the.., all the instructions we got and they have our information in the database.

And, this we, ask for.., for you guys to.., to help us until the mooring field will be finalized and we'll be the.., the first ones who rented the.., the balls over there.

But, we need a little help from you. Like, we told to Mr. Mayor, we.., we.., we're asking for some help from your Council. And, you know, don't.., because if we have to pay $250 or $500 a day, that's impossible. Nobody will be able to do that.

And, where do we have to go? We don't have any place to go.

Thank you very much.

[Timer]

Councilperson Spiritis: Thank you for your comment.

City Clerk Hall: Mr. Chair, we do have one more comment card.

Public comments began today at 7:25. This card was submitted before the acceptance and close of comment cards. So, it's the pleasure of the Board if you wanna hear the person or not.

Councilperson Spiritis: Board Members, you wanna.., you wanna hear it?

Councilperson Miller-Anderson: What time did it come in?

Councilperson Spiritis: You have any...

The.., the.., a card was submitted after the time but we have the option of hearing it or not?

[Inaudible audience comment]

Councilperson Miller-Anderson: No.

What time was it submitted?

[Inaudible audience comment]

City Clerk Hall: Are you Kerry Warner?

[Inaudible audience comment]

Councilperson Spiritis: Please, please. Please don't speak. Please wait...

City Clerk Hall: We… We…

Councilperson Spiritis: …to be…

City Clerk Hall: …started…

Councilperson Spiritis: …called on.

City Clerk Hall: …public comment…

Councilperson Spiritis: Thank you.

City Clerk Hall: …a little early, at 7:25.

She submitted her card before the close of the acceptance of comment cards.

[Inaudible audience comment]

Councilperson Spiritis: Can you please wait to be called on.

Councilperson Miller-Anderson: You didn't close it at 7:30?

City Clerk Hall: No.

It was a little after 7:30.

Councilperson Miller-Anderson: I.., I didn't hear you.

Say it again.

City Clerk Hall: It was a little after 7:30 when the acceptance of the cards…

Councilperson Miller-Anderson: Okay.

If you didn't close it, and she put it in before it was closed, then, yeah.

City Clerk Hall: Kerry Warner.

Ms. K. Warner: I appreciate that the Mayor is here for this meeting. That is wonderful.

I live [stammer] Riviera Beach Marina. I've lived here for two years on a sailboat [inaudible] slip and I paid for it. I also have a sailboat out there on the hook. And, I love Florida for being able to take care of us and give us a way to live and make it in a place where it's affordable to actually survive.

And I…

Councilperson Guyton: Could you speak into the mic, please?

Ms. K. Warner: What did you say?

Councilperson Guyton: Could you speak into the microphone?

Ms. K. Warner: I feel like you can hear me.

Councilperson Guyton: Okay.

Keep talking.

Ms. K. Warner: Alright. Here I am.

I am so bothered by the parking here that you guys are starting to make and you're not giving us clean water. And, you took away my market on the weekends. All my people used to come here 'cause we could afford to come here.

Their spices and their gifts and everything. I loved seeing them all. And I don't get to see them no more. You know why? 'Cause you put all those parking meters in here. And, you get all this money and you don't even give us clean water. You don't give us parks, libraries.

You want more.., you use… I don't know what you're using that money for. I don't love.., I.., I… No. I mean, no. Do better for the people, please. I pray for you all to do better for the people here.

I love it here. And, I love these people. I am these people. And, we need clean water. We don't want… We.., we don't need parking here. I can't ev'.., we can't even hangout here anymore.

We don't even have a market anymore. They don't even come here anymore 'cause we can't pay for parking. They don't pay that many taxes. I'm aware, 'cause the trains and all that stuff.

Do better. Please do better. That's all I'm here to say. Let them live here. Make the mooring fields. I mean help them. Come out with things where we can pump it out or, like, like... Are you… Please, Mayor.

All of us, let's do better together. That's all I have to say.

Councilperson Guyton: Thank you very much for your comments.

Are there anymore…

City Clerk Hall: Mr. Chair…

Councilperson Guyton: …public speakers?

City Clerk Hall: …that's the end of public comment.

Councilperson Guyton: Okay.

Next Item, please.

12d. <u>ITEM NO. 12D (con't.)</u>

City Clerk Hall: Mr. I'.., Mr. Chair, we are on Item 12d.

City Clerk Hall: **CONTINUED DISCUSSION OF THE MAYOR RONNIE FELDER INQUIRY INTO EMPLOYEE COMPLAINTS.**

WILLIAM E. WILKINS, CITY MANAGER, (561) 845-4065

City Clerk Hall: Item 12d was moved before Item 12a, under discussion and deliberation.

Mr. Chair, we have five comment cards on this Item.

The acceptance of the cards is closed.

Councilperson Guyton: Thank you very much.

Walter, could you upload that first page of that document for me?

[Pause]

Councilperson Guyton: Thank you. Okay.

I've been very concerned since I got elected that employees who had the courage to come forward and make claims haven't had the decency, or courtesy, from the City to even have their claims investigated.

They articulated what they were but nobody ever investigated them. That's a huge problem with me. Our most valuable resource are our employees. Our employees are the ones on the frontline.

Our employees are the ones that's taking the heat from the public on a daily basis. Our employees are the ones out in the field, as one lady said tonight, helping residents when they don't have to. The least we can do is, when we as an organization get a complaint, we have to investigate it.

I have never.., I've been in public service close to thirty with the county, I did four in Royal Palm Beach. Close to thirty-five years of public service. I've filed at least five or six complaints in those thirty-five years.

Within a month I got a response. Whether it's valid or not, and when you don't get a response, that gives the other employees the impression that there's no need to step up and try to convey what the issues are because they're not gonna be investigated.

That date is July 2024. This is August '26. To my knowledge, how many of those complaints.., thirty-three people came forward. How many have been investigated to determine the validity of them? Zero.

We're talking about how good we were doing as a City. I have a different opinion. This type of stuff don't reflect well on us as a City. People are not gonna wanna work here. The people here morale gonna be very low because, if they feel they're being mistreated, and we as a Council, not making sure that Staff is doing what they need to do, to investigate these issues, the morale is gonna be very low, as it is now.

So, we have to make a decision. I do not think that... And, let me say this, I've been quietly getting phone calls about issues that are going on. I've been quietly investigating them. Most of them have proven to be valid.

Even Staff would admit, even be'.., before I 'came Chair Councilperson, yeah, we dropped the ball here, we dropped the ball there. Why do I have to get involved in order for Staff to move?

We have a problem. We don't like to talk about problems, we like to put our best foot forward, everything is okay, and we're just doing just fine. We haven't been doing fine for a long time. For a long time.

I had the courage to get up here and start articulating that we have a problem. Then, to some people, I'm the problem because I'm trying to reveal the problem. But it is what it is. But, we're on the right path now.

And, one thing that I feel is very reprehensible is for these employees to have to suffer in silence for two years, and didn't even have the courtesy to investigate their claims. And, some would prefer that we don't do it now. Absolutely not.

We need to have an outside, independent source to come in and investigate every claim. Some of them may not be valid but instead of investigating the claims, you know what we did as a City? We decide to go and handpick an attorney to clear the people who were accused before we investigated the claims that they were accused for.

Some of.., some of those claims probably would've been dismissed as being invalid. But no. Our Administration runs down there, we need to clear our name first. I don't know who supported that craziness but we did it backwards.

And, it is unacceptable to me, and it's very embarrassing. We're supposed to be a professional organization. And, when a claim is submitted, it is investigated in a timely manner. Two years.

I'm gonna be asking the Council to hire somebody who has no relation to Riviera Beach to do the investigation of these claims. I don't care whether the people are still here or not, some of them, I think, personally, were retaliated against because they saw, management saw, that it was not gonna go anywhere and they felt they could treat these people the way they wanted to.

Not all of the managers, let me.., let me say that. All of the managers are not like this. Let me also say, I know that there's some employees that will try to take advantage of this process of we saying now that everything is gonna be investigated.

If it's determined that there are some frivolous complaints, that are repeated, they will be held accountable. The employees. But, most of these complaints, I think, are valid. But, we will never know until we investigate them.

Those are my opening comments. Does anybody wanna say anything?

We do have some comment cards, but this is unacceptable to me.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Councilperson Spiritis: Okay.

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: Okay.

Attorney Wynn, can you tell me if, in the collective bargaining agreement with the union, do we have an obligation to investigate complaints from employees?

City Attorney Wynn: We do have an obligation to.., to investigate complaints.

And, we do that.

Councilperson Spiritis: Okay. We do.

Under state law, do we have an obligation to investigate complaints?

City Attorney Wynn: I'd have to…

Councilperson Spiritis: From…

City Attorney Wynn: …look into that.

Councilperson Spiritis: …employees?

City Attorney Wynn: I'd have to look into that.

Councilperson Spiritis: I think it.., it goes under hostile work environment.

But, your first answer answers my question. We clearly have a fiduciary responsibility, a contractual obligation to investigate complaints in a timely fashion.

City Attorney Wynn: Were those employees covered under the collective…

Councilperson Guyton: With the union.

City Attorney Wynn: …bargaining agreements?

Councilperson Spiritis: Yes.

Councilperson Guyton: Mhmm.

Thank you.

Councilperson Miller-Anderson: I…

Mr. Chair?

Councilperson Davis Panier: Chair…

Councilperson Guyton: I'm sorry?

Councilperson Miller-Anderson: I couldn't hear.

What did Ms. Wynn say? Ms. Wynn…

Councilperson Guyton: Ms. Wynn said…

Councilperson Miller-Anderson: …she was saying something.

Councilperson Guyton: …that we have…

Councilperson Miller-Anderson: What did…

Councilperson Guyton: …an obligation through…

Councilperson Miller-Anderson: Well, what…

Councilperson Guyton: …the union…

Councilperson Miller-Anderson: ….did she say?

Councilperson Guyton: …contract.

Councilperson Miller-Anderson: Can I hear her?

Councilperson Guyton: Please stop being…

You know, you're not gonna come in here and disrespect what we're doing. I.., I.., I know you don't wanna hear some of what's being said but it's the truth. While I sit here that's what I'mma tell you.

Councilperson Miller-Anderson: Ms. Wynn?

Councilperson Guyton: Ms. Wynn.

City Attorney Wynn: Mrs. Miller-Anderson, the question Dr. Spiritis posed was whether we have an obligation to investigate employee complaints under the collective bargaining units?

And, I said yes, as it relates to those employees who are covered under the [stammer] collective bargaining agreements. Because, it only applies to them. So, if you're in the union, then yes.

If you're not in the union, then it doesn't apply to them.

Councilperson Miller-Anderson: So, the complaints that were given to the investigator, I guess, they did not have to go through the HR process?

City Attorney Wynn: They could have.

They.., they just di'.., they didn't. It was a inquiry that the Mayor did…

Councilperson Miller-Anderson: Mhmm.

City Attorney Wynn: …giving those employees an opportunity to [stammer], the Mayor at that time, giving those employees the opportunity, if they wanted to come forward.

They did not choose, I guess, to go to HR. I wasn't really involved in that process other than selecting the attorney and entering into the contract with her. After that, I wasn't involved in the process.

Councilperson Miller-Anderson: Okay. Thank you.

Councilperson Lanier: Sir…

Chair?

Councilperson Guyton: Yes.

Councilwoman Lanier.

Councilperson Lanier: I think that any employee.., re'.., regardless of if they're covered by union or not, if they have a complaint, should be investigated.

And, there's a process for that. It starts with the supervisor, it goes to the HR, and then, it escalates from there. But, anybody, regardless of union affiliation, should be able to complain and that complaint should be investigated. Period.

There was a letter sent by.., an email sent by the attorney for response to the report, he asked that this information be read into the record, which I will do now.

Good evening. Attached are remarks that I'm requesting to be read in their entirety regarding Item 12d, they are copied and pasted below for ease of publishing my reading. Tayson Gaines, Esquire.

August 19, 2026. Honorable Mayor, Members of the Council, City Attorney, City Clerk, for publication by reading remarks on the comments to Item 12d. This is a request from Tayson C. Gaines, Esquire, external independent legal counsel appointed to the City Manager's office on behalf of six named employees, and former employees who were adversely implicated in the Mayor Ronnie L. Felder's inquiry into the employee complaints climate survey July 2024, referred to as the Mayor's Report.

I am requesting that my remarks be published by reading them into the Mayor, the City Council, and the public in their entirety when Item 12d comes up for discussion. I am further questing that my written remarks are thereafter received into the records of the City through the City Clerk.

Item 12d, continued discussion of Mayor Ronnie Felder inquiry into employee complaints. This Item is through William E. Wilkins but you did say, Mr. Chair Guyton, that you also want it to be on the Agenda as well.

City Manager.., through William E. Wilkins, City Manager, and it states that Staff recommends that the City Council provide direction to the City Manager regarding any appropriate next steps.

I appreciate the opportunity to be heard briefly. I do not request to be heard to ask the Council to reach any conclusion regarding the pending.., my independent report.

As the one charged with providing the independent report, I am opposed to any recommendation that action be taken regarding the complaints of those employees, and former

employees, who have already made their statements which resulted.., which resulted their professional reputation being tarnished and other adverse implication, and severe reputational damage as a result of the development, production, and distribution of the Mayor's Report.

The affected employees, like every employee, simply wish to receive the same meaningful opportunity to be heard before conclusion regarding that alleged conduct becomes permanent.

We do know from public statements that those adversely implicated employees, and former employees, reportedly all understood that their responsibilities arose under the City Charter, and under the direction and supervision of the former City Manager, Jonathan Evans.

They have pu'.., publicly reported that regardless of who.., regardless of who occupies the Office of the City Manager, their commitments remain the same, to faithfully perform their duties consistent with the Charter, City policies, and lawful direction.

I respectfully ask that the independent report be permitted to reach its conclusion so that all affected employees may have the benefit of a complete record.

Whatever conclusion ultimately are reached, they should rest upon a process that is complete, that is balanced, and that is fair. I am requesting that you not proceed with another investigation until you provide to myself as outside counsel, all that is necessary for me to complete the report and respond to the report from former Mayor Felder.

Former City Manager Evans, on March the 26th, 2026, in response to a question from Councilperson Davis Panier, advised that the complaints of those who made them in the Mayor's Report will be addressed in the independent report as well.

The only direction that should be given to City Manager Wilkins is that he cooperates and directs all employees under his supervision and direction to cooperate fully and in good faith with me so that the independent report may be completed and presented.

Thank you.

And that was from the Gaines Firm.

Councilperson Guyton: Okay.

The Gaines Firm was hired, I'm not sure by whom because, from what I understand, it didn't go through our City Attorney, and that's a problem. So, I don't wanna speak outta turn. Did you have any involvement with hiring Mr. Gaines?

City Attorney Wynn: I did not.

Councilperson Guyton: Okay.

Our City Attorney, I'm telling you, it was a lot going on in this City that was not right. You're gonna hire an attorney, you go through the City Attorney.

There are six employees that Mr. Gaines represent, not the.., not the ones who filed the claim, the other six who were accused of unfairness, or whatever the accusations were. The City Council hired Mr. Gaines.

He has missed countless deadlines. Not one, not two, not three, countless. He has the majority of what the contract is. I think it was sixty-five, I think he has about sixty.

[Inaudible audience comment]

Councilperson Guyton: Do you know the work product that we've seen from him? Now, the Council hired him.

He doesn't listen to us. He said he listens to the former City Manager when he was here. Really? Do you know the work product that we have gotten from him? That would be zero. Nothing. Nothing. Not one sheet. Nothing.

If you're our client and we request the work product that you have for now…

[Inaudible comment]

Councilperson Guyton: …you have a responsibility, and even an obligation, to provide that. Oh, not him.

So, whatever Mr. Gaines is saying.., and I will.., I will make this public too, it's gotten so bad that we voted to file a complaint with the bar on him. And that has happened. You're not gonna come in this community and disrespect us.

We pay you $60,000 and you gives us nothing but a lotta lip. Not while I sit here. It's not gonna happen. People can get in their feelings but you're not gonna abuse the taxpayers' funds and then act like you the victim.

Produce a product. And, it's not on your.., your requirements. What we ask for, we pay you, you give. That's how this.., that is how this thing work with our client lawyer. He thinks that he can tell us what to do.

I'm not sure, I haven't seen that he had a background in any of this that he's doing. I'm not sure who hired him but I'm sure we have a big problem. That's why we had to file a complaint with the bar.

So…

Councilperson Davis Panier: Chair?

Councilperson Guyton: We have some public…

Councilperson Davis Panier: Oh.

Councilperson Guyton: …comment cards.

And then, we need to decide what direction we're gonna take 'cause we need to take a direction.

Councilperson Lanier: Chair?

Councilperson Guyton: Yes.

Councilperson Lanier: Let me ask a question.

So, I think the first question is, has everybody up here read the entire report? The...

Councilperson Guyton: I have.

Councilperson Lanier: The entire report?

Councilperson Guyton: I don't know about everybody.

I can only speak for me.

Councilperson Lanier: Okay.

That's the first thing.

Secondly, was that report not an investigation?

Councilperson Guyton: No. No.

It was a report to retrieve complaints. None of the complaints were investigated. That was supposed to be the next step. And.., and, the former Mayor attempted to try to do that but the.., somebody decided they're gonna run out and get an attorney to try to defend the ones that were accused before they even investigated the complaints that were there.

Now, that is backwards.

Councilperson Lanier: So, the Mayor's Report was.., was presented as facts.

Councilperson Guyton: No.

Councilperson Lanier: It was…

Well, yeah.

Councilperson Guyton: Not facts.

Councilperson Lanier: I..,I say that because it has investigation in the title.

But, that's neither here nor there. I think that, as I said earlier, that any employee that has a complaint, should be able to make that complaint, and that complaint should be investigated, regardless of where they stand in the City.

Now, with that being said, that also is.., comes into play, the process in which a employee does that. And, I think some of the heartburn that I had with the Mayor's Report was the fact that a lot of the complaints that were made had not been escalated to the supervisor, to HR.

Out of thirty-three employees, only three of them had actually went to HR. So, it's very difficult to…

[Inaudible audience comment]

Councilperson Lanier: I wish you…

Councilperson Guyton: Please, please, please stop.

Councilperson Lanier: …would control the audience 'cause having…

Councilperson Guyton: Oh, I got them. I got them. Please.

Councilperson Lanier: Yeah.

Because trying to have…

Councilperson Guyton: Please, show some respect.

Councilperson Lanier: …talk and then you have interruptions…

Councilperson Guyton: Un'.., understood. Understood.

Councilperson Lanier: Yeah.

Councilperson Guyton: Finish your thought.

Councilperson Lanier: I lost it.

[Chuckles]

Councilperson Lanier: But.., but.., but I'll say that.., that whatever investigation.., I have no problem with investigations at all. I just wanna make sure that the process in which we.., that was the pr'.., that.., that was the reason for the Mayor's Report slash investigation, was that those employees said to the Mayor and the other $60,000 lawyer, that there were problems.

And then, when we researched ninety percent of those complaints, they had not went anywhere but from their mouth during the interview.

Now, with.., with that being said, okay. That's.., that's fine but there is a process for people.., and when you make a complaint. So now, you make a complaint in a report, and then you expect us to know beforehand what that complaint was when we had no idea.

And, I had told you before, the report was given to us on a Saturday morning and it was made public all over the City, and we had no idea what was in it. No idea. No idea that the people who were in it had complaints, no idea that the people who were in it were having issues. No idea whatsoever.

So, we were put in a position that the first question that we asked is, did the individuals go to their supervisors? Did they go to the.., to HR to be able to lodge these complaints so that, you know, it got to the Mayor's report because, it's just nothing has happened.

But, as I said before, none of that happened. So, it wa'.., it took us off guard, given the fact that we had never heard these complaints before.

So, with all that being said, I still understand that, if you read that report from.., from front to back it.., it reads as an investigation but it also reads as someone saying that they saw someone doing something, or they heard someone say something.

But, then at the end of the paragraph they say, well, I don't know for sure because somebody told me that. So, it's really a lot of hearsay but even with all that being said, I understand the position of the people who were mostly accused in that report, which is what the [stammer] case of, what you call it.., the Gaines Firm is actually investigating.

And, I agree. I agree we should've had something by now. I agree with that. And, even though the Gaines Firm has.., has been engaged in this, I do have to agree with the fact that the City should've gotten something from this firm by now. I.., I can't.., I can't dispute that.

So, with all that being said, I think that what we need to look at is how do we go from here? What? We do a whole nother investigation? Then, you know, I.., I.., I even suggested that, you know, at.., at different municipalities and organizations people have.., what do you call it? They have surveys that go out to every employee to give them an opportunity to say what's wrong.

And, I think that focusing on three, or focusing on six.., let everybody have an opportunity to say this that or the other because, what we've done now is, that we've put ourselves in a position where we have thirty-three people that said that they.., and thirty of them had complaints and it was not ever escalated.

We hear about it in the report, then we have six to say, hey, that was not what happened. And then now, we're at a situation where we just need to investigate people's complaints. So, where does that leave us? What do we do with that?

Councilperson Davis Panier: Chair?

Councilperson Guyton: What.., what. You just said…

Councilperson Davis Panier: You investigate the complaints.

Councilperson Guyton: …we have to investigate the complaints?

Councilperson Davis Panier: Chair?

Councilperson Guyton: Um…

Councilperson Lanier: So…

Councilperson Davis Panier: Which is...

Councilperson Guyton: Wait.

I'm sorry.

Councilperson Davis Panier: Go ahead.

Councilperson Guyton: Councilwoman Lanier still…

Councilperson Lanier: So…

Councilperson Guyton: …has the floor.

Councilperson Lanier: So.., so…

Councilperson Guyton: And then…

Councilperson Lanier: …we're not going…

So, we're gonna investigate the thirty-three again?

Councilperson Guyton: [Inaudible]…

Councilperson Lanier: Or, are we going to give everybody an opportunity?

Councilperson Guyton: We.., we have not investigated these complaints.

They only shared their complaints. None of them have been investigated to determine the validity, whether there.., was.., was there some facts that can back up what they're saying or not?

Councilperson Lanier: Right.

So.., so how does that… So, how does that.., so, how does that work? I'm.., I'm just.., just off the top of my head.

Councilperson Guyton: Okay.

Councilperson Lanier: So, you…

Councilperson Guyton: I.., I…

Councilperson Lanier: …you have…

Let me finish. You have one employee that says that they have these complaints. I'm not saying that the complaint is not legitimate, not at all, but when you have a situation where the complaint was never made to a supervisor, never made to HR, how do you investigate that?

How do you ask.., I mean, you're.., you're having the person's word and you're saying, well, why didn't you go to your supervisor? Why didn't you go to HR? It.., it is difficult to process something of that nature because now we're looking at hearsay.

But, even with all of that being said, I still go back to my original point that any complaint needs to be investigated. It's just how does that happen?

Councilperson Guyton: Yes.

And, we're gonna have that discussion. But, one of the things that I've determined, there have been a few employees coming to me.

Councilperson Spiritis: Chair?

Councilperson Guyton: They don't trust Staff.

And.., and the reason they don't trust Staff is, we're sitting here two years into this and if those were issued back then, that you're articulating now, they could've been articulated then and it could've went up that process that you're suggesting.

But nobody brought that to the table, everybody started taking sides. And, that's where everything fell apart. And.., and the only side I'm taking is right.., if somebody has done something, they need to be held accountable.

If they haven't, they need to be cleared of that. I'm not trying to say that one side or the other has any more validity. I'm saying that we dropped the ball as a City and it's embarrassing because it's two years into the game now.

Councilperson Davis Panier: Mr. Chair?

Councilperson Guyton: Yes.

Councilperson Lanier: Chair, I have one thing and I'll.., I'll be done.

One thing. The only thing that I'm concerned about is that you have five hundred employees and you have thirty-three that had complaints. You had three.., only three of them that even escalated to HR.

It was a [stammer].., I thought that.., my understanding is that, that was what the original report was supposed to do.

Councilperson Guyton: Mhmm.

Councilperson Lanier: When the Mayor discovered that there were people who were having complaints, or having issues in their different departments, which really just divided different departments, when they had these complaints, that.., that attorney would investigate that.

That was the purpose of an outside attorney. For that person to say, hey, this person is saying that somebody mistreated them. So, the purpose was for that attorney to go to HR to.., to do that investigation.

I mean, anybody can lodge a complaint. That.., the purpose of that report was to make sure that whoever made the complaint, that it was investigated. These complaints were never investigated but that was the purpose of the report because the people had complaints, they were looking for some justice.

So, the purpose of $65,000 was to get that complaint… Because, who.., anybody can take complaints. So, we paid $65,000 for them to just take complaints? The purpose of that report was for them to take those complaints and to run them down and to say [stammer] whether they were valid or invalid or somebody needs to be reckoned with.

That was the purpose of that report. Because, anybody can lodge a complaint.

Councilperson Davis Panier: Mm.

Councilperson Lanier: Anybody can.., you pay $65,000 just to take…

Councilperson Davis Panier: Chair?

Councilperson Lanier: …complaints.

But, I digress.

Councilperson Davis Panier: Thank you.

Councilperson Lanier: I just wanna say that, regardless of any of that, it needs to be in a fair process where anybody who has a complaint should be…

Councilperson Guyton: Mhmm.

Councilperson Lanier: …should be investigated.

Councilperson Guyton: I would agree.

Councilperson Davis Panier: Mr. Chair?

Councilperson Guyton: Councilwoman Davis Panier.

Councilperson Davis Panier: Okay.

So…

Councilperson Guyton: And then, we're gonna go to the public comment cards.

Councilperson Davis Panier: Okay.

So real quick.

Councilperson Guyton: Oh. Oh.

After Vice Chair Spiritis.

Councilperson Davis Panier: Okay.

So, really quickly. But, once you.., once we got the information, you did hire the attorney. But, the Mayor is not.., it's not his responsibility to do the investigation. The investigation should've been done…

[Inaudible comment]

Councilperson Davis Panier: …by the.., that should've been done by the Manager.

[Inaudible comment]

Councilperson Davis Panier: And, that did not happen.

And, you said yourself that it was an inquiry with different questions being asked but there was no real answer, that's why we needed an investigation.

But, here we are two years, you know, later. So, everybody deserves to be heard, as you said but can we go back to the original thirty-three first and let's get.., let's address their issues? And then, if we need to go and address others at that.., after that, that's fine.

But, these people have waited a long time to.., to get their issues heard and we.., we deserve… We…Well, they deserve to be heard.

And, like you said, maybe we find out some'.., you know, that it wasn't an issue at all. But, I think that they deserve to be heard. And, retaliation is a real thing. So, the process probably didn't happen because people felt like they would be retaliated against or like.., like we said, can't be trusted to talk to the Manager, to talk to the supervisor.

So, we know that it's been a lotta stuff happening. And.., and so we.., we can't act like everything's been fair and everybody's been treated fairly, and there is a such thing as the sandbox, and I.., I do believe it.

So, I say let's move forward.

Councilperson Lanier: And [inaudible].

Councilperson Spiritis: Chair?

Councilperson Lanier: Yes.

Chair, I.., I…

Councilperson Spiritis: Chair?

I think I'm…

Councilperson Guyton: Wait, wait, wait.

Councilperson Spiritis: …next, Chair.

Councilperson Guyton: Wait. Slow down.

Councilwoman Lanier, Councilwoman Davis Panier has the floor and then it's Vice Chair Spiritis. And then, if you wanna speak again…

Councilperson Lanier: Okay.

Councilperson Guyton: …then…

Councilperson Lanier: Thank you.

Councilperson Guyton: …it'll be your turn again.

Councilperson Davis Panier: And so, I would say, what are we doing from this point, as far as moving forward with investigating the thirty-three?

Does it happen with the City Manager or do we…

Councilperson Guyton: No.

Councilperson Davis Panier: …have to hire somebody from outside?

That's my question.

Councilperson Guyton: And.., and…

Councilperson Lanier: Um…

Councilperson Guyton: …we'll answer that.

Are you done…

Councilperson Davis Panier: Yes.

Councilperson Guyton: …Vice…

But.., but, to answer your question, since I was the one brought it up...

Councilperson Davis Panier: Right.

Councilperson Guyton: It is my intent to have someone unassociated, or unrelated, who's never worked for the City, to come in with an independent look.

There's still people here who have been accused and if we try to do it through the City Manager, those people are still around, the people who have made the complaint are not gonna feel comfortable that it was done fairly. Because, the same people are still here.

Councilperson Davis Panier: Okay. Follow...

Councilperson Guyton: So, it's my suggestion to hire an outside firm, who never done any work for Riviera Beach, we have no relationship, to come in here and give an independent look at these complaints…

Councilperson Davis Panier: Okay.

[Stammer]…

Councilperson Guyton: …inaudible].

Councilperson Davis Panier: Follow up with that.

That will be determined by the Board? Will our City Attorney be a part of selecting…

Councilperson Guyton: Oh, absolutely.

Councilperson Davis Panier: Okay.

Councilperson Guyton: Yeah.

Councilperson Davis Panier: Very good.

Councilperson Guyton: She.., she should've been a part of it back then but…

Councilperson Davis Panier: She should have.

Councilperson Guyton: …people thought that things were being run very nicely here.

And, it…

Vice Chair Spiritis.

Councilperson Spiritis: Chair, I.., I just wanted say, my first week as a City Councilman, when I was walking in City Hall, employees were coming out of their offices and coming over to me and filing similar complaints to me.

They said that they feared retribution.

Councilperson Guyton: [Inaudible].

Councilperson Spiritis: They were afraid to go to supervisors or other departments. I suggested that they go to the Mayor, which they did.

I also spoke with senior Staff and asked them to follow up and meet with these people and investigate. That never happened. It was the first time that I heard the word, by the way, sandbox.

[Chuckles]

Councilperson Spiritis: I didn't know what they were talking about.

I said, well, what did they say? They said, sandbox. And then I…

Councilperson Davis Panier: Mhmm.

Councilperson Spiritis: …learned what that meant.

Councilperson Guyton: What is it?

Councilperson Spiritis: And, I…

If you're in the sandbox…

[Inaudible comment]

Councilperson Spiritis: …you're treated good.

Councilperson Guyton: Oh.., oh. Okay.

Councilperson Spiritis: If you're out of the sandbox, you get retribution.

Councilperson Guyton: Okay.

Councilperson Spiritis: So…

Unk.: I don't know what that means.

Councilperson Spiritis: So, I.., I believe that we have an obligation, a legal obligation, for many of these employees, to follow through with the investigation.

The Mayor did start the investigation but he did not conclude the investigation. He did his report and he.., he expected there to be follow up and that did not happen. So, I welcome any follow up, on both sides, by the way.

I want.., whatever the.., whatever the facts are the facts are but we have to know what they are and we have to give everybody an opportunity to have a say. And, we do have to follow through if people were mistreated, the people who are doing the mistreatment have to suffer the consequences that our contracts and our, I guess, our Code of Ethics speaks to for the City.

So, that.., that's my position right now.

Thank you.

Councilperson Guyton: Okay.

Councilperson Lanier: [Stammer].

Councilperson Guyton: Councilwoman Lanier.

Then, we have to go to public comments.

Councilperson Lanier: Alright. Very good.

I just…

Councilperson Guyton: We can't…

Councilperson Lanier: …wanted to say…

Councilperson Guyton: …keep…

Councilperson Lanier: …that it.., it's.., it's…

We have to be very careful with this. I don't have.., we have to be very careful with this in a sense that, if we're talking about an investigation, I mean, the co'.., I mean, the comments in the audience is blowing me for real.

[Inaudible audience comment]

Councilperson Lanier: No.

It's not the truth. I…

Councilperson Guyton: Wait.., wait. let's.., let's not go back and forth with the audience.

Make your comment and...

Councilperson Lanier: I'm not.., I'm not sitting here trying to say that anyone here is not saying the truth.

But there's a way in which you do business. And, the issue what we're talking about here is that if we're talking about an investigation, take one employee for example, and there was

nothing filed with their supervisor, and there was nothing filed with HR, and you're investigating that person's claim, what would you use to substantiate that claim?

And, that becomes part of the investigation. I think that what happened with the…

[Inaudible audience comment]

Councilperson Guyton: Please, please.

[Inaudible audience comment]

Councilperson Guyton: Stop it. Stop it.

Let us get through this. [Inaudible].

Councilperson Lanier: What happened with the investigation was that there was never any follow up.

And, I say that from both parts, from the Mayor's report and whomever done it because it was never.., it was never even officially presented to us. We got the report.., somebody put a report in my mailbox at home.

It never got the air that it needed. If we're gonna do this, then this needs to be public. That, if we're going to investigate anything, it needs to be public all the way. Because, what happens is, you have a report that nobody knew anything about, none.., none of the stuff in it could be substantiated by any documents.

So, now you have a.., a situation where, now you're gonna do another report and find out that.., whatever the case may be. But, I still say all of this needs to be public.

Councilperson Guyton: Okay.

Public comment cards, please.

City Clerk Hall: Mr. Chair, we have five public comment cards.

The first speaker is Annette Dragon, followed by Cindy March and Tiffany Williams.

Ms. A. Dragon: Hello again. Annette Dragon, Riviera Beach.

I seem to be a yo-yo tonight.

I'm hearing all these comments about investigations, and secondary investigations, and people complaining and people not substantiating complaints and so on. What I would like to know is how many of these complaints are actually people who are disgruntled with other people that they work with?

Is that the basis of an inquiry? Or, is it just petty jealousy, or envy, or whatever? How many of these people are still working for the City of Riviera Beach? If they're so disgruntled, leave.

Also, there needs to be a process in place with HR. How many of these complainants actually went to Human Resources? And, documented their complaint? And, how many of those complaints were actually investigated by Human Resources in the first place?

Didn't we already have an investigation done by an independent company? For $60,000? Where's that investigation and the documents that support that? Why are we even thinking about spending more money on another investigation from an outside person, or company?

These all should've been resolved within Human Resources and not given to City Councilors or the City Manager, or anybody else unless it was actually a warranted es'.., escalation.

I'd like to know what HR was doing? What they are going to do moving forward? And, whether we, as the citizens of Riviera Beach, can actually see any of this documentation?

Thank you.

Councilperson Guyton: Thank you for your comment.

Next public speaker.

City Clerk Hall: The next speaker is Cindy March, followed by Tiffany Williams and Malcolm Summers, Sr.

Ms. C. March: Good evening, Council. Cindy March.

To be honest with you, these employees do talk. You will be surprised how many phone calls I get right now, today, about what happened in that investigation. And, I didn't even look at the Agenda today 'cause I would've brought my thirty-three page investigation.

When Felder was here, Felder laid out the timeline. I don't know where you all was. Ya'll be so busy shielding Evans, 'til when stuff back hit you back in the face after two years and fifteen months, ya'll wanna revitalize it, to make it look good.

Lanier, you should be the last person. You need to worry about that subpoena you got going on.

Doug, do you remember, 'cause I can't remember, didn't you suspend Evans? Something, towards this matter? I can't remember what the suspension was. And, me and you met one on one? And, you told me your statement was?

Nobody never know what I'm gonna do, 'cause I told you I was surprised. Ya'll was worrying about Felder didn't talk. Soon as he started talking, he was the worst Mayor in Palm Beach County.

This man had already documented everything. I remember when he had his aide, which is your aide now, Mr. Guyton, he came and he passed all ya'll a yellow envelope out. And, his statement was to you all, I'll be able to leave outta here with my briefcase, but some of you all won't be able to do that. He was sick and tired the way these employees been treated.

All I wanna say to you all, and myself, and everybody watching on TV, and everybody watch here, I want you all to ask yourself, what if it was me?

Unk.: Mhmm.

Ms. C. March: I work and I train people all day long in security, and when I train them, a rule is rule.

I don't care if it's a personal vendetta, treat everybody the same. Shouldn't nobody come in the workplace and have to walk like they on a toothpick, don't know when they gonna get fired because you all shielded this man, up under this investigation for two years, too long.

Stop running back and forth. Taxpayers don't need that. Get along with the business. [Inaudible] like you did with Evans. Let's move forward in the City we love to live, work, and play.

Councilperson Guyton: Thank you for your comments.

Next public speaker, please.

City Clerk Hall: The next speaker is Tiffany Williams, followed by Malcolm Summers, Sr., and Doretta Paulk.

Ms. T. Williams: Good evening. Tiffany Williams, SEI union representative.

So, let me tell you. Ms. Euretha Perry retired. After her retirement, the City had five plus Human Resource directors that only lasted six to a year and a half.

Mm.

Ms. T. Williams: Yes.

Complaints were there. Where are they? No one knows. And, let me tell you, it's gonna come up again because every time we get a new HR Director, they come with their own policies. They don't by the City of Riviera Beach policy, and the City of Riviera Beach collective bargaining agreements. They go by, oh, this is how it should be, this is how I feel, and this is what it is.

The question should be asked when it comes up, where is it in City policy? Where is it in the CBA's? But, it's not. Decisions are made on how people feel. It's gonna come back again, the same report.

Retaliation, yes. An employee was moved outta [stammer] a department. Now, we have an employee, a director using his little peon to retaliate another employee because he saw his name in a report about him.

It's going on. It's going on. It's real.

Another thing that comes up, we have our BTR Clerks. These employees was reclassified with another HR Director. They have not received their money. Two years ago, they settled. Guess what? They still have not received their money. The HR department.

We're gonna be lost because of a HR Department. Not saying they don't know, it's because they come in with their own rules, they don't go by City policy or our CBA's. So, the employee morale is gonna continue to be low, it's gonna continue to downfall, and be.., the City employees are gonna be in trouble. Again.

Thank you.

Councilperson Guyton: Thank you, Ms. Williams.

And.., and those names that you said, were reclassified and hadn't been paid, would you give them to Tes for me, please? Those names that you said were reclassified but hadn't been paid, could you give those names to my assistant, please?

Next public speaker.

City Clerk Hall: The next speaker is Malcolm Summers, Sr., followed by Dorretta Paulk.

Mr. M. Summers: Good evening. Malcolm Summers, retired former employee, City of Riviera Beach, Public Works Department.

So, to answer your question, Mr. Guyton, see, the problem was Deirdre Jacobs, Jonathan Evans, and your HR Department, okay? Your HR Department was corrupt. I never liked the.., the new logo but it., it.., it really stands for.., for what was going on.

What's underneath? We're finding out what was underneath, a bunch of corruption. And, that's why a lot of the employees didn't go and talk, and go through that process that Ms. Lanier was.., is talking about, it shoulda went through the process, and here's the policies and procedure and it sounds real cute until you are the employee that went through that, like me.

Yeah. I'm on Page 46 of 52. Okay? I'm the one that talked to Eth'.., Ethan Stein about being in the sandbox because I wasn't a part of the sandbox. So, imagine yourself being an employee, who got.., who.., who fell ill. Okay?

And, wasn't able to return with a doctor's note, saying that he's able to return. Mind you, I have an office. I'm a Streets and Grounds Manager, … Oh, also that was demoted from Operations Manager, because Ms. Deirdre Jacobs decided to put Cedrick Clark, who has no degree or experience for that particular position who's probably still in it now. Okay?

I was not able to return to work. I had a take home vehicle. And, the reason why I had a take home vehicle because I was the on-call person for Police and Fire. So, I would leave my home anytime, given day or night, weekends, whatever, to attend to any issues that related.., in.., the City.

I had a take.., a take home vehicle. When I was out, do you know that Mr. Cedrick Clark, at the head of.., of Deirdre Jacobs, made sure that they came and took.., picked up the.., my take home vehicle.

And, I came home… I thought it was stolen. So here, I'm calling the.., the police to get a report and all of that. Come to find out, they came and.., and took it. No one came and checked on me. Mind you, I was in septic shock about to leave here. Okay?

I was forced to retire because of that. I became homeless. Okay? Twenty-five year veteran became homeless.

So, Ms. Lanier, you stated then that it was a witch hunt. It wasn't a witch hunt. It was not a witch hunt. These are.., these are.., these are real.., these are real facts. And we were hurt by it. So, my number is on the comment card, anybody that needs to talk to me, I'm always here. Accessible.

I speak for the.., the employees. And, they are still scared. So, please contact me any given time.

[Timer]

Councilperson Guyton: Thank you for your comments.

Next public speaker.

City Clerk Hall: Doretta Paulk.

Ms. D. Paulk: Good evening. My name is Doretta Paulk.

And,.., it's very disturbing to hear the comments that Mrs. Williams made. It's really.., it just got to me that, totally revamping needed to be done.., needs to be done with HR. When, you know, it's chain of command and this is what we were taught at the great Florida A&M University, the school that I graduated in nursing.

[Sigh], if there's any complaints, you go to the charge nurse, the supervisor, and then, HR. I do not understand the fear these people had, I guess, for wanting their job and stuff like that, keeping their job and not reporting it to the right person. Chain of command.

This has to be totally revamped, HR. For, this has been going on all these years, here in the City of Riviera Beach. It's horrible. Horrible. And I definitely wouldn't have worked under situations like that.

The thing I got.., anything that came up between me and my job, or whatever, it's.., it's going chain of command, as we were taught.

Another thing, when Mr.., when our Mayor Felder was here and we asked, also the dais, and also the citizens, numerous of times, have this attorney who did the first [stammer]e investigation, come back and explain.

They couldn't find this woman, this attorney. They couldn't find her. That's what was told to us. And, I just don't understand that.

And, there were six people that said, came and said, I wanna clear my name. I never said anything that she reported. That's a falsehood. And, that should also be investigated, these six people who said they never told that attorney that.

We paid $65,000 for this attorney and she wouldn't even come back to the dais and explain this.

So, I think, going forward, we need to have a.., a meeting with the employees and you.., and let them know, these are the rules and you need to.., when you have a complaint, go ahead and report it.

And that's the way this.., all this nonsense and the validations can be cleared up and taken care of, 'cause to hear that this has been going on for years in HR, it's…

[Timer]

Ms. D. Paulk: …totally awful.

Councilperson Guyton: Thank you very much for your comments.

Are there any more public comment cards?

City Clerk Hall: Mr. Chair, I don't have any more comment cards for this Item.

Councilperson Guyton: Okay.

We're at the point now where we need to…

[Inaudible comment]

Councilperson Guyton: I'm sorry?

[Inaudible audience comment]

City Clerk Hall: We don't have a card for Mr. Lozman.

Councilperson Guyton: Do we have a card for Mr. Lozman?

City Clerk Hall: We don't.

Councilperson Guyton: Are you sure it was for this Item, Mr. Lozman?

[Inaudible audience comment]

Councilperson Guyton: Twelve who?

[Inaudible audience comment]

Councilperson Guyton: Wait, wait.

You're.., you're talking and nobody can hear you. I'm gonna take a personal privilege.

Come on, Mr. Lozman and…

[Inaudible audience comment]

Councilperson Guyton: What.., which…

City Clerk Hall: 12b.

Councilperson Guyton: …one was it?

City Clerk Hall: You have one for b?

Councilperson Guyton: B as in boy?

[Inaudible comment]

Councilperson Guyton: What Item was it?

[Inaudible audience comment]

Councilperson Guyton: If.., if it were 12b, we're.., that.., that hasn't come up yet.

City Clerk Hall: Yes. We have 12b as in boy for Mr. Lozman.

Councilperson Guyton: Oh, yeah.

He's got one. Okay. We found your card. It wasn't for this Item. You can stay there. You can stay there. It wasn't for this Item. We found your card. It's for 12b, like in boy. We're on 'd' like in David. Okay.

We have to decide 'cause we have other issues to move on.

Councilperson Spiritis: Chair, do you have a proposed motion?

Councilperson Guyton: Yes.

I would like to make a motion to have the Attorney to search for a firm, with experience in HR investigations, preferably who has no ties, never worked for the City, has no connection to the City, to be retained to investigate the thirty-three complaints to determine the validity of the complaints, whether they can be proven or disproven, or it may not be enough information.

What.., whatever they find, it is what it is and we have to keep it moving.

Second?

Councilperson Spiritis: Second that motion.

Councilperson Guyton: Okay.

It's been moved and properly seconded.

Is there.. is there any further discussion?

Councilperson Lanier: Yes. I have a question.

So, the person that you're going to hire for an investigation is going to look at this report?

Councilperson Guyton: They're gonna do the investigation and whatever they need, we're gonna give them access.

HR files…

Councilperson Lanier: No, no, no.

I mean, based on the complaints made…

Councilperson Guyton: Yes.

Councilperson Lanier: …in the…

Councilperson Guyton: Yes.

Based…

Councilperson Lanier: Okay.

So that.., that person is looking at that report and going from there?

Councilperson Guyton: Yes.

Councilperson Lanier: Okay.

Councilperson Guyton: That's correct.

Any further questions?

Hear'…

Councilperson Miller-Anderson: Mr. Chair?

Councilperson Guyton: …hearing none.

Councilperson Miller-Anderson: Yes…

Mayor Lawson: Mr. Chair?

Councilperson Miller-Anderson: …sir.

Mr. Chair?

Councilperson Guyton: Yes.

I think I heard Councilwoman Miller-Anderson first. And then, Mayor Lawson.

Councilperson Miller-Anderson: I do want it to be put on record that the.., I think the first attorney, and possibly the second attorney, supposedly didn't have any ties to the City as well.

So, that wouldn't be something new that we're doing.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: These people were supposed to be, you know, untied to the City.

I absolutely have no issues with addressing the.., the complaints that were mentioned but it should be noted that a separate investigation, which had nothing to do with this, also mentioned about there were times where people were recruited for that.., this investigation that we're talking about, the original one.

So, that needs to be known as well.

And then also, the.., the report that was written.., there was way more that was said, or not said, in the audio. If you heard the audio and you matched it to the report, it didn't always match up.

So, if you all are going to move to hire an attorney to investigate these complaints, I truly feel that they need to listen to the recordings also, and not just go by what's in pap'.., on the paper.

Because, some.., even some of the people who are in the report said that they, either one, didn't say that, or two, they did not include some other things that could have made it appear in a different way.

So, if you all are going to vote to hire a third person now, to do this investigation, they need to have access to the audio as well as the written report, not just the written report.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: Thank you.

Councilperson Lanier: Mr. Chair?

Councilperson Guyton: And.., and…

Wait, wait. One.., one second.

And, I'd like to amend my motion to include, whoever's hired would have access to all and anything they need to complete their investigation. Total cooperation from all departments. On.., on an amended motion, I need a second to my amendment.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Councilperson Spiritis: Can.., can you add to that, as per the collective bargaining agreement, the City policy, and state law?

Councilperson Guyton: Yeah.

Now, some of these employees are not a member of the collective…

Councilperson Spiritis: Right.

But they come under…

Councilperson Guyton: …bargaining.

Councilperson Spiritis: They come under the City policy, and…

Councilperson Guyton: Yeah.

Councilperson Spiritis: ...and they come under the ethics policy in the City, and they come under state…

Councilperson Guyton: Yes.

Councilperson Spiritis: …law and federal law.

Councilperson Guyton: I.., I will include that as well.

Councilperson Miller-Anderson: I have a question.

Councilperson Guyton: And.., and then… Wait.

I need a second to the…

Councilperson Spiritis: Second.

Councilperson Guyton: …amendment.

Okay.

Councilperson Lanier: Uh…

Councilperson Guyton: Okay.

On discussion, it was Mayor Lawson was sitting over there waiting next.

Mayor Lawson: Thank you, Mr. Chair.

If you wanna allow for Ms. Miller-Anderson. I'm assuming she had a follow up to her statement, and then I can address my…

Councilperson Guyton: Okay.

Mayor Lawson: …concerns.

'Cause I have a few concerns.

Councilperson Miller-Anderson: Yeah.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: Yeah.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: So, even the people who are.., 'cause some of those people are not employees.

Like, even when they interviewed them, they weren't working for the City at that point.

Councilperson Guyton: If they're not…

And.., and let me say what.., what I'm looking for. Even if they're not employed by the City now, their input is valuable 'cause, what I wanna see is a pattern of behavior, if a pattern of behavior has been established by some of the supervisors and management.

So, even if they're not working, they need to be talked to because we're not gonna tolerate that toxicity anymore. It.., it's not gonna happen while I sit here. So, we're looking for patterns of behavior.

Would you like anything else?

Councilperson Lanier: And I just wanted to quickly ask, the City Attorney, was the audio transcribed?

City Attorney Wynn: Yes.

Councilperson Lanier: Could you send us a copy of.., of the audio?

City Attorney Wynn: You have it.

Councilperson Lanier: I mean, I'm sorry, of the transcription?

City Attorney Wynn: You have it but I can send it again.

Councilperson Lanier: Yeah.

'Cause what it was, is that I remember cutting and pasting the actual.., the actual transcription to the report and it was totally different. So…

Councilperson Guyton: [Inaudible] find that.

If.., if there's some…

Councilperson Lanier: Noo, no, no, no.

Councilperson Guyton: ...inconsistencies...

Councilperson Lanier: Listen, I'm just saying that…

Councilperson Guyton: Okay.

Councilperson Lanier: …I would like to.., that should be done again.

Because, what you need to look at…

[Pause]

Councilperson Guyton: Please stop in the audience.

Councilperson Lanier: Geezus.

[Inaudible audience comment]

Councilperson Lanier: I mean, I understand that people have emotions about this issue and I.., I.., I do as well.

But, you know, it's just professional courtesy…

Councilperson Guyton: Yeah.

Councilperson Lanier: …courtesy, that when…

Councilperson Guyton: Yeah.

Councilperson Lanier: …someone is talking that you be quiet.

So, having that report, and then also making sure that those audio transcriptions, which are transcribed, are part of that package.

Councilperson Guyton: Okay.

Councilperson Lanier: So to speak.

Yes.

Councilperson Guyton: Okay.

Mayor Lawson, and then we're gonna vote.

Mayor Lawson: Thank you, sir.

First question is going to be for Staff, Attorney Wynn. The second report that was filed, where are we with that? Requested.

City Attorney Wynn: We don't have it.

Mayor Lawson: Okay. Councilperson Lanier: Don't have what?

Mayor Lawson: And, how much did we pay for that…

Councilperson Guyton: That's the second report, the Gaines report.

Councilperson Lanier: Oh.

Okay.

Councilperson Guyton: He's asking about Gaines.

Mayor Lawson: And, how much did we pay for this report?

City Attorney Wynn: Just under $60,000.

Mayor Lawson: Okay.

City Attorney Wynn: Thus far.

Mayor Lawson: We filed a lawsuit recently requesting items, either the report or compensation for the report.

City Attorney Wynn: Right.

Mayor Lawson: Board, I would not have any ability to trust anything in the second report if we're looking at a new investigator.

So, I think that we should amend that lawsuit to just request our money back.

First thing, if this report does come back to us, are we gonna truly include this into a third part of the report then have another third party entity look at the full report again, including this report we still haven't received, and has missed multiple deadlines?

And also, was possibly hired by our [stammer].., our.., our Staff versus coming directly from the Council, or going through a solicitation.

So, I would actually not even be.., have any interest in receiving that second report. If we go in this process.

The second piece would be the concerns of interviewing or hiring or looking at people that were in this report that were either terminated, quit, or fired just to get a cultural, or establishment of where we were three years ago.

I.., I have major concerns with that process 'cause my goal was always to look at where we are now and move forward. If we're looking at this, this is gonna skew the process 'cause we need to look at all sides.

The accused and the accusers, whoever was in the report and took their right to make a stand and make a statement, I wanna make sure that we address them, whether they were here or they were not here, I agree that we should have a conversation.

But, I'm also concerned with the current culture of what we're trying to establish, and how do we move forward?

The next question is gonna be, what do we look at with the outcome of the current employees versus the ones that were addressed? If we have employees that addressed certain issues or concerns, and they may have left the organization, and they were terminated because of this report, that is addressing the culture that Mr. Guyton has spoke of. I had a employee that came to the.., the dais today that talked about the culture.

The issue we have right now is that I don't wanna put us in a position of being prepared for any possible lawsuits. We're setting ourselves up again by doing a third report, wasting more money on an item when we have to just address the current issues of this organization.

The question I.., talked to Attorney Wynn in our.., in our meeting, the timeframe of lawsuits. Have we taken a look at that timeframe, of when a employee can make a lawsuit? Well, file a lawsuit?

City Attorney Wynn: I don't have an answer for that right now.

Mayor Lawson: Okay.

We need to have that answer, and we need to have that immediately because we have to fix the culture today. We keep going back and looking back. And, when I first got into this Mayor's office, we did a listening event to listen to the concerns.

I wanna change the culture today. I can't change what happened previously, and it doesn't give us a clear depiction 'cause we don't have the same Staff and leadership in place. We have different people that are here but we have a lot of the same issues in place, and the same issues that we have, we want to address them.

So, accountability, addressing the concerns, working with the new party, and getting our money back from the fees that we actually spent money on and worked on. Because, if we have that lawsuit that's currently outstanding, we definitely don't need that report.

Status of new employees. If employees were in this report, did they know that they were gonna be public record, with the first report that was completed?

City Attorney Wynn: It's hard.., I don't know what they were told.

I know that they were given permission to cooperate without retaliation but I don't know what they were told, for instance, in their interviews.

Mayor Lawson: Would that be on the.., the audio?

City Attorney Wynn: I'll.., I'll listen to the audio and check.

Mayor Lawson: My other concern is, we're revisiting and opening up traumas of these employees that may or may not.., that may [stammer].., may or may not have participated and known this was public record.

'Cause I heard from multiple employees that they did not know that this Item was gonna be public and that the discussion they had was going to come out. So, I'm not sure if this Item was even something that they wanted to address or they wanted to be.., remain behind the scenes to address the concerns without the fear of retaliation.

And, in the claims that some of the individuals made against indi'.., about the people they accused, I wanna make sure that we hear from them. So, if these people are having a outside entity come in and look at this again, they're gonna have to do the work that this second investigation that.., was supposedly supposed to do.

So, we have to give clear direction to our Staff, how are we gonna procure and secure a.., a organization to do the solicitation, to do the investigation? What are gonna be the steps and the process once we receive this report? And, what proper training and support are we gonna provide for the employees?

This is not just a rash, rush decision that needs to be made, we need to make sure we take all the proper steps to address it clearly. 'Cause, if we hire a firm, what are we doing with that report? What are we gonna do next? And then, what is gonna be the timeframe and the expectation?

Thank you, Mr. Chair.

Councilperson Guyton: Thank you, Mayor.

Councilperson Lanier: Mr. Chair?

Councilperson Guyton: I.., I'm…

Councilperson Lanier: One more.., just one more thing. Just one more thing.

[Inaudible audience comment]

Councilperson Guyton: Please stop.

Councilperson Lanier: I lost my train…

Oh, yeah. I was gonna ask the Mayor, was he suggesting that we not get the second report? Because, we paid money for that report and I want to.., any means necessary, to get that report.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Yes.

Mayor Lawson: I'm definitely suggesting that.

I want our money back, and then we can use that to go get a different…

Councilperson Lanier: Oh.

Mayor Lawson: …report.

Becau'.., because, if we get that report, I believe that it was delayed, I wouldn't trust the quality of that work, and it didn't address any of the concerns that we needed within a timely fashion.

And, we still, to this day, don't have any information. So, what credibility does that report give us?

Councilperson Lanier: I don't…

Councilperson Guyton: [Stammer]…

Councilperson Lanier: …agree with…

Mayor Lawson: And, we can't…

Councilperson Lanier: I'm sorry.

Chair?

Mayor Lawson: …answer that 'cause we don't have a.., we don't have a product.

Councilperson Guyton: Okay.

Councilperson Lanier: Um…

Councilperson Guyton: Okay. Okay.

I think we should discuss that second report as a different item. We're here to discuss that first report and it done spilled over into what we're doing with the second. That's not what we're here for right now.

Mayor Lawson: But, Mr. Chair?

Councilperson Guyton: [Inaudible].

Mayor Lawson: But, we have to.

Councilperson Guyton: Mayor, no we don't.

No we don't.

Mayor Lawson: Okay.

Councilperson Guyton: No we don't, Mayor.

We're discussing the first report and we'll put the second report on the next Agenda to…

Mayor Lawson: Mhmm.

Councilperson Guyton: …determine how we wanna move with that.

I'm not tying the two together. We.., we got separate issues.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Yes.

Mayor Lawson: The reason we're tying them together, 'cause the inquiry was not compete.

The reason we addressed and brought up the second report is because they did not address all concerns for the report. So, if we're going to discuss the first report, you have to discuss the second 'cause if they brought up the items in the first report, there were claims that were made on both sides. So, I wanna make sure we address the employees and the issues within that.

But, the reason the second report came up, and it was voted and supported by this dais.., dais, in majority and paid for, was because there was some concerns in the inquiry that was done.

So, both sides need to make sure that this is done properly and not any missteps 'cause, obviously, the first time was missteps and we're about to do it again.

Councilperson Guyton: Okay.

Thank you, Mayor.

I'm ready to take the vote on the motion that's on the table now.

Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Councilperson Lanier?

Councilperson Lanier: No.

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: No.

City Clerk Hall: Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: The Item passes with Councilpersons…

[Clapping]

City Clerk Hall: …Lanier and Miller-Anderson dissenting.

Councilperson Guyton: Please, please, please.

Next Item, please.

12a. <u>ITEM NO. 12A</u>

City Clerk Hall: Mr. Chair, the next Item is Item 12a.

City Clerk Hall: **DISCUSSION ON AMENDING THE KEY WEST-STYLE ARCHITECTURE OF FIRE STATION 86 TO A NEW MODERNIST ELEVATION AND ADDING "SINGER ISLAND" TO THE WATER STORAGE TANK.**

TERRENCE N. BAILEY, CAPITAL PROJECTS ADMINISTRATOR, (561) 845-4000

City Clerk Hall: Mr. Chair, we have four comment cards on this Item.

The acceptance of comment cards is closed.

Councilperson Guyton: Is there a... Did you read the topic into the record?

I think… Did you just read…

City Clerk Hall: I just read it.

Yes, sir.

Councilperson Guyton: Oh, okay. [Chuckle].

I will.., is this under discussion?

12b. Okay. Staff.

City Engineer Bailey: Thank you, Chair.

I'll be brief. Theres was a concern by residents on the Island about the architectural style of Fire Station 86. There was a request to change it from the Key West style to a more modern style.

So, with that, we would like to bring a discussion amongst the Council on whether there is an appetite to advance, what you see here on the screen, a more modern style for Fire Station 86. If there is consensus, Staff will move forward with the proper documents.

It'll be an administrative site plan approval, as it is within the Development Director.., Development Services Director's authority…

But being that this is such a high profile project, we wanna just simply bring this forward for consideration.

In addition, there was a request to add Singer Island to the tank above the City logo. And, you can see it's sort of pictured here on how this new modern style and the logo with Singer Island would look.

I have one more slide that kinda puts a side by side so you can see what was originally approved on the left and sort of the modernist style on the right.

And, with that, we can open it up for discussion on, if this is something that the Council would have any objection to advancing through the.., the next portion of the process.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Vice Chair Spiritis.

Councilperson Spiritis: So, I.., when I received these proposals from Engineer Bailey, I sent them out to close to fifteen different condominiums and civic associations in the last few

days and it was unanimous from all of those organizations, that they prefer the new modern look, very similar to some of the firehouses that we built, the two firehouses that we already built.

We did lower, Mr. Bailey, the height of the tower. Remember, that was brought up at our.., our.., our last meeting. So, you lowered that tower, right? You said by…

City Engineer Bailey: Yes.

Councilperson Spiritis: …four feet?

City Engineer Bailey: About four feet.

Councilperson Spiritis: About four feet.

And, this is.., this will match… Thi'.., this is more consistent with the character of the community. Those are all modern buildings directly in back of the firehouse. The whole strip is basically modern.

You'd be hard pressed to find anything that's Key West in design on Singer Island. I mean, I know that's Floridian but certainly not consistent with the architecture in the surrounding area.

So, this blends in more with the character of the community. So, I suggest that we do adopt the rendering that's on the right, with the reduction in the height.

With respect to the sign on the.., on the storage tank, it does say Singer Island, it says Riviera Beach, right?

City Engineer Bailey: Yes.

Councilperson Spiritis: Yeah.

It says Riviera Beach. There is no signage on Singer Island where people know that they're on Singer Island. So, we just wanna give a.., a little signage so people knew that they were on Singer Island, which is part of Riviera Beach.

So, this kind of brings us together when we do that. I think it.., it's a.., it's a great option that we have and I suggest that we move forward.

We all know that probably, the firehouse should've been built where the old bank building is on Blue Heron, and we coulda had a three bay, or four bay firehouse. But, because of the storage tank and the firehouse, we have no choice but to build a two bay firehouse.

The first renderings that we were shown, by the way, for about the last ten years, did show a three bay firehouse and a modern firehouse. This came to the people in the community at the last minute.

They really didn't have an opportunity to review and comment on it but they have in the last few days and, like I said, it was unanimous that they wanted the more modern look. It is still a.., a Floridian look with the.., the modern design. And, the people on the Island would prefer that.

Thank you.

Councilperson Miller-Anderson: Mr. Chair?

Councilperson Guyton: Yes.

Thank you very much, Vice Chair Spiritis.

Councilwoman Miller-Anderson.

Councilperson Miller-Anderson: How much is the additional cost for the change?

City Engineer Bailey: The contractor's projected that, to redesign the engineering drawings, go through permitting and some of these slight modifications, are about $400,000.

But, we have contingency inside the current budget to absorb these costs.

Councilperson Miller-Anderson: Mr. Spiritis, I would certainly.., what you have the petition?

You said you had a petition?

Councilperson Spiritis: Commissioner, I.., I sent out.., I sent a copy of the renderings to the [inaudible] associations and condominium boards, and they responded to me in the last couple of days.

And, it was unanimous. There wasn't one person that said they wanted the original rendering. They all said that they wanted.., they preferred the one that was on the right. And, that includes, by the way, the two condominiums that are directly adjacent to the firehouse, which is the Ocean's Edge and the 5000 Condominiums.

Councilperson Miller-Anderson: So, if you can send that to Ms. Hall so that she can send it out to the Board.

I.., I certainly want to make sure that, you know, with us making this $400,000 change, it does represent a number of people, otherwise, we don't have a full view as to whether or not, you know, it's gonna always be someone want one and someone want the other.

So, just wanna make sure that that's exactly what the community is looking for…

Councilperson Spiritis: Chair?

Councilperson Miller-Anderson: …so I can support that.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Councilperson Spiritis: Yeah.

I.., I don't…

Councilperson Guyton: Vice Chair.

Councilperson Spiritis: …think we took a survey on the other two firehouses when we did the design.

[Inaudible audience comment]

Councilperson Spiritis: And, I.., I do remind the Board that…

Councilperson Guyton: Yeah.

Councilperson Spiritis: …originally this firehouse was supposed to be built when Station 88 was built.

The $20 million from the bond, that was passed for Station 86, was transferred without the public knowing, without the.., at least, without the people on Singer Island knowing, it was transferred to Station 88 so they could build Station 88.

That was confirmed to me, by the way, the first day that I was on the Council and I met with Staff and the City Manager and they confirmed that that's what happened to the $20 million that was in that budget for Station 86.

But, I'll be more than happy to share what I received from the community. I'm sure that you would be more than welcome to go visit those associations and speak to them yourself. I'm sure they would love to have you…

Councilperson Miller-Anderson: I've been before.

Councilperson Spiritis: …come and meet with…

Same way I go to Lakeview Park and meet with that civic association.

Councilperson Miller-Anderson: Right. Me too.

Councilperson Spiritis: I.., I invite the City Council to come and meet with the civic associations and the condominiums on Singer Island.

They would be [stammer].., they would love to have you come and speak to them.

Councilperson Miller-Anderson: Yeah.

I've been there before. But, I would certainly like to see the information that you have before I make a decision. Thank you.

Councilperson Spiritis: You know the Palm Beach Isles civic association.

You're.., you're close with the President there.

Councilperson Miller-Anderson: Right.

Councilperson Spiritis: So…

Councilperson Miller-Anderson: Ms. Hall…

Councilperson Spiritis: …are you, Chair.

Councilperson Miller-Anderson: …you can…

Councilperson Spiritis: You can speak to them…

Councilperson Miller-Anderson: …provide that to us?

Councilperson Spiritis: …directly.

Councilperson Miller-Anderson: Thank you.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Okay.

Councilperson Lanier: So, Chair?

Councilperson Guyton: [Stammer] let… Okay.

I wanted to make a quick comment, and then, Mayor Lawson. Did you wanna speak too?

Councilperson Lanier: Me too.

Councilperson Guyton: Okay.

Of course, as I normally do, I requested some data, documents, and evidence. I wanted to know how much was spent on Fire Station 88. Got these numbers from Staff. Approximately $22 million.

Fire Station 87, $21.1 million. And, Fire Station 86, on the Island, is coming in at $19.7 million, lower than the other two. The water tank is separate. Those funds are coming out of the Utility District funds.

But, as it relates to the fire stations and, Mr. Bailey, if.., if these numbers don't sound right, let me know.

Do they sound about right?

City Engineer Bailey: Yes, sir.

Councilperson Guyton: Okay.

But yeah. I went to research to determine… Now, quite frankly, I.., I think that we overspent on all of them, to be honest. We.., you know, we got these Bentleys but I'm not about to not support the one on the Island when I know what we paid for the ones on the west side.

So, I will be supporting this. It's in line with what we paid for the other ones and it's time for them to have one. And, that water tank is gonna be very useful over there.

Mayor Lawson.

Mayor Lawson: Thank you.

Mr. Bailey, you said that the total cost was gonna be $400,000?

City Engineer Bailey: That's currently the estimate.

Again, this is not a set of construction plans but, based on their experience, they say the top end would be four hundred.

Mayor Lawson: And, that is just because of the change?

City Engineer Bailey: Yes.

Mayor Lawson: Structurally, what.., what does the change do for the Fire Station and why does it cost us an additional $400,000 to do this change?

City Engineer Bailey: Okay.

So…

[Pause]

City Engineer Bailey: Where to begin.

If you.., if you look at the image on the left, on the second floor, you'll see how there are columns, four columns that are holding up the roofline on the left. In the modern, on the right, there are no columns.

Those support columns going away means that the entire structural beam, that crosses the entire front, has to be deeper to.., to support the roofline, for the weight and structurally. That's a pretty significant cost because moving that load from the roof down to the slab without those beams, that's an entire structural redesign of the roof.

You have the structural redesign to lower the tower, the four feet that's requested. You also have these.., the grey louvers in the top right, that are not currently there in the.., the one on the left.

Some of the other elements where you see, just above the garage, on the left you have what is more traditionally a sloped roof, that have vertical supports that tie back into the slab. On the one on the right, there's a cantilever that flows out over top of the garage.

That cantilever is a very heavy structural element that has to support its own weight because there is no beam to transfer the load down to the slab.

Those are the kind of costs that are different in order to get rid of some of those vertical column lines and supports. In order to float these things, you have to.., there's a structural redesign and those structural elements in a hurricane and a very aggressive salt environment are what the cost centers are.

Mayor Lawson: So, is this just cosmetic or is this, like, safer for the building?

City Engineer Bailey: Both buildings are going to be built to the same hurricane standard, wind load and…

So, safer is not necessarily… And it's not just aesthetic. There is an aesthetic element. You do, as the Ch'.., as the Councilman said…

Mayor Lawson: Mhmm.

City Engineer Bailey: …this matches a little more closely to the new buildings that are going on the Island.

Understand, the.., the image on the left, this Key West style, is six years ago when he began the concept of Fire Station 86. And, the community then wanted a more beachy feel and a style.

A lot of buildings have been built on the Island since those six years, and so now, this is the desire to make it match more consistently with the buildings that have come out of the ground since this concept began.

Mayor Lawson: I can understand the change in design and more updated because we are about five, six years later from the first original designs.

The first concern that I have is just making sure that we have a substantial and sufficient feedback from the residents because Fire Station 86 and.., I'm sorry, 87 and 88, we did a lotta community charettes, conversations and dialog to talk about the design.

This design, I mean, we're seeing for the first time. And.., and I know Dr. Spiritis has said he's sent it out to some of his condominiums but I.., I.., I don't know why the residents didn't opine on this when we first did the design, if there was a substantial change that we needed to make.

The $400,00 is a substantial amount of money for this cosmetic change.

And, the last thing is, the.., the Singer Island water tank. I mean, we don't have Park Manor on Fire Station 88. I.., I don't have Federal Gardens on 87. Like, why are we putting Singer Island on the water tank for this one?

And, is that part of the additional cost for the $400,000?

City Engineer Bailey: The.., adding the Singer Island is in the cost but it's *de minimus*. Three to $5,000.

Mayor Lawson: Okay.

City Engineer Bailey: Just for the paint.

[Stammer] that's all.

Mayor Lawson: Okay.

It is.., it is one of our.., our gems. It's.., it's an island within Riviera Beach. It's just Riviera Beach. So, having that as a.., a signage, I'm not.., I'm not against that since it's a *de minimus* cost representing where they are and showcasing the Island as part of Riviera Beach.

I see that Riviera Beach is on the bottom, something as cosmetic as putting it on the top. Riviera Beach, it should be on top of the… If you'd go back to it. Having Riviera Beach, and possibly putting Singer Island underneath. I don't.., I don't have a problem with that because we're in Riviera Beach, and that's a part of Riviera Beach.

So, the change, four hundred thou'…

Go ahead, sir.

City Engineer Bailey: It's my understanding that the fish and Riviera Beach in that configuration is the logo and you can't change it.

So, you.., you notice it's identical everywhere. The.., the Riviera Beach is split by the bottom of the fish.

Mayor Lawson: Understood.

City Engineer Bailey: That is a unit as our logo.

We have a…

Mayor Lawson: Okay.

City Engineer Bailey: …[inaudible]...

Mayor Lawson: I see it up here.

Yeah.

City Engineer Bailey: …that was approved.

Mayor Lawson: Thank you.

City Engineer Bailey: So, that's why we.., we could only put it on the top...

Councilperson Guyton: Okay.

He said okay. He said…

Mayor Lawson: Thank you.

Councilperson Guyton: …okay.

You got.., he got it.

Mayor Lawson: That's it.

Thank you. Got it.

My only concern is just that cost, the additional $400,000…

Councilperson Spiritis: Chair?

Councilperson Guyton: Wait.

After the Mayor is…

Mayor Lawson: The only.., only concern that I have is the cost, and then also the.., the community opining on the Item. That'll be the only items.

Thank you, Mr. Chair.

Councilperson Guyton: Thank you.

Chairwoman Davis Panier, and then…

Councilperson Lanier:_____

Councilperson Guyton: …Vice Chair.

Councilperson Lanier:I was next.

Councilperson Guyton: No.

It was...

Councilperson Lanier:I mean, not.., not from Davis Panier.

I mean, after her.

Councilperson Guyton: Huh?

Councilperson Davis Panier: Thank you, Chair.

Councilperson Lanier:After Davis Panier.

Councilperson Guyton: Oh, did you…

Councilperson Davis Panier: Thank you, Chair.

Councilperson Guyton: Okay.

Councilperson Davis Panier: So…

Councilperson Guyton: Go ahead.

Okay. We'll work it out.

Councilperson Davis Panier: Some of the same concerns so I'm glad to know that the.., the cost of adding the.., the name is not... And, I see that it's smaller. So, I'm okay with that.

Now, I remember you said that the height is gonna be lower on the top. And, I remember that... Yeah. And I remember us discussing the Utility of that section. So, it's still the same, it's still, like, storage area for…

City Engineer Bailey: Yeah. Yes.

It.., it won't diminish the Utility by lowering it the four feet.

Councilperson Davis Panier: Okay.

No. I just didn't know if you all created something that now it can be used for. It's still the same, not useful? Okay.

And then, the other thing, you said the cost would be absorbed. How are we absorbing the $400,000? Where do you see that coming from?

City Engineer Bailey: So, understand on a project of this scale, over thirty-two or.., I think it's thirty-two months, with market changes, there are.., there's embedded in the.., in the $33 million that's been approved, contingency of almost a million five.

So, we'll be able to pull from that embedded contingency that was already preprogrammed because there's so many unknowns over the life of a project of this scale. So, I've discussed it with the contractor, we'll be able to absorb it in the current approval.

Councilperson Davis Panier: Okay.

So, no additional dollars are required, as far as…

City Engineer Bailey: That have not been already…

Councilperson Davis Panier: That have not…

City Engineer Bailey: …approved by this Board.

Councilperson Davis Panier: Right. That have not already been allocated.

Correct.

City Engineer Bailey: Yes.

Councilperson Davis Panier: Okay.

Thank you.

Councilperson Guyton: Councilwoman Lanier.

And then, Vice Chair Spiritis. And then, we're going to public… Do we have any public comment cards? Yeah.

City Clerk Hall: Yes, sir.

We do.

Councilperson Guyton: We're getting close to 10:00 o'clock here.

Councilperson Lanier: Yeah.

We can go to public comment.

Councilperson Guyton: Um…

Councilperson Lanier: I.., I need to…

Councilperson Guyton: …Vice Chair Spiritis.

Councilperson Lanier: …I need to…

Councilperson Guyton: …did.., did you wanna say

Councilperson Lanier: …ask about the height again.

Councilperson Spiritis: Chair?

Councilperson Guyton: Yes.

Councilperson Spiritis: Thank you.

I.., I just wanna… How.., how long does a firehouse last? Is.., is expected to.., to.., before it needs to be redone or rebuilt?

City Engineer Bailey: It's my expectation these buildings will last fifty years.

Councilperson Spiritis: Fifty years?

City Engineer Bailey: Fifty years.

Councilperson Spiritis: Right.

Fifty years. So, we're gonna build this firehouse, another firehouse maybe fifty years from now. So, this $400,000 investment is a small investment in.., in a infrastructure that's gonna last fifty years.

We spent over $200,000 on fireworks and a.., and a concert this year. A one day event. This is part of the infrastructure, an emergency service, this is more than aesthetic. It's.., it's architectural as well, and structural.

So, I.., I just ask the Board to please support the people on Singer Isalnd.

Thank you.

Councilperson Guyton: Yeah.

Councilperson Lanier: Um…

Councilperson Guyton: And.., and it's still coming in under what the other fire stations cost.

We're.., we're going to public comment now?

Councilperson Lanier: I'll ask after.

Councilperson Guyton: Public comment.

City Clerk Hall: Mr. Chair, we have four public comment cards.

The first is Fane Lozman, followed by Annette Dragon, Rochelle Hughes, and then Doretta Paulk.

Mr. F. Lozman: Fane Lozman.

I own the property with Haley [sp], across from the firehouse. No one ever consulted us what the firehouse should look like. I remember Dr. Spiritis said three stories is too big on that lot. You got a three story building now. Maybe two stories.

Whether you guys like it or not, eventually, that land across the street's gonna be filled in. The.., the caselaw supports us.., a new taken case is being filed. They're gonna let my neighbor build his island. There's really not much you can do about it.

So, in a few years from now, when that lands filled in, we're gonna be looking into these gigantic firehouses. Why do we need to have a sign at the top, Fire Rescue 86? You got a sign on the bottom to show that it's a firehouse.

[Stammer] it's like eye pollution. Why do we have to look at the name of the firehouse way up in the air? We.., we wanna make it unobtrusive, we don't wanna have it be an eyesore. And, as the property owner right across the street, it's an eyesore having that three story top.

I know, as I said before, Dr. Spiritis said it's too tall a building when it started out. [Inaudible audience comment]

Mr. F. Lozman: Other neighbors, on the north and south said it's too tall.

Why do we need a three story firehouse? Why do we need a sign saying Fire Rescue 66? You can tell on the bottom with the little sign.

Why do we need a sign on the water tank? Why.., why pay the money? We know it's a water tank. Why do we have to put Riviera Beach, Singer Island? You have to accommodate people when you're spending tens of millions of dollars in residential, living across the street that have to look into this monstrosity?

So, I think you need to go back to the design and say why do we need three stories? ‘Cause it's not three stories right now. If you need to reconstruct it, you can make it a little bit wider, a little bit longer.

But, to go up that third story, it just doesn’t make sense for people that are gonna be making a investment of tens of millions of dollars in private residential living, they have to look at something that says Fire Rescue 86. Three story building.

If anything, the least obtrusive one is the original view. It’s not as blocky and bold. Right, just put yourself in our shoes. You wanna have a beautiful house and then look into this sign and, like, oh, it’s Fire Rescue 86, like, we didn’t know that was a fire station.

I don’t.., I don’t really like either of those. And, I think you need to accommodate the people who live in the area. It wasn’t just me. It was the other condo owners, they thought the building was too big.

You know, really what you could.., what you should’ve done is taken $5 million and rehabbed the existing structure, instead of spending $20 million to build something from scratch. You could've gone in there with four or $5 million and done a good job and rebuilt the whole thing.

When I lived in Chicago, they rebuilt many old buildings and they became nice. But, this is just a waste of…

[Timer]

Mr. F. Lozman: …time and money with this…

Councilperson Spiritis: Thank you…

Mr. F. Lozman: …firehouse.

Councilperson Spiritis: …for your comment, Mr. Lozman.

City Clerk Hall: The next speaker is Annette Dragon, Rochelle Hughes and Doretta Paulk.

Ms. A. Dragon: Hello again.

Just a few questions. Why is the architectural style being changed after the Site Plan and construction documents were approved? Who requested the modernist redesign and why? Does changing the plans create any construction delay or additional risk of change orders?

And finally, was the Key West design part of what the Singer Island residents were previously shown or were even promised?

Councilperson Spiritis: Thank you for your comment.

City Clerk Hall: Rochelle Hughes and Doretta Paulk.

Ms. R. Hughes: Good evening. Rochelle Hughes.

I don't live on Singer Island but the original view, or the original construction or whatever the picture, actually gives you that Island feel. And.., and so rather than try to modernize everything, I think we also need to take into consideration that we are Florida, that, you know, and.., and the old Florida architecture is beautiful and we're losing it with all the modernization.

So, I'm not sure if everyone on Singer Island was asked their opinion but me, personally, I like the original one 'cause it does give you that island feel, like when you're in Key West, that island feel.

And that's just my personal opinion, and I would hate to waste four.., not waste, I would hate to use $400,000 of contingency on something like that, when you don't know during construction if something else is gonna come up that you would need that $400,000 for and, if you don't have it, then you're gonna have to approve a change order for something that could be structural, mechanical, electrical, anything interior, whatever.

I'm in the construction business so it's just things happen that, as you're building, that stuff can come up. So, rather than change the architectural and spend $400,000, save it in case you do need it down the road for other things.

Thanks.

Councilperson Spiritis: Chair?

Councilperson Guyton: Thank you very much for your comments.

Wait. Wait one second. Are we…

City Clerk Hall: We have one more speaker.

Councilperson Guyton: One more speaker.

And.., and while they're coming up, Vice Chair…

City Clerk Hall: Doretta Paulk.

Councilperson Spiritis: Chair.., Chair, I'd like to make a motion that we extend the meeting until the…

Councilperson Guyton: Yeah.

Councilperson Spiritis: …business is ended.

Councilperson Guyton: I'll second that.

Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Did she say yes?

Councilperson Davis Panier: Yes.

City Clerk Hall: Okay.

Councilperson Lanier?

Councilperson Lanier: No.

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: No.

City Clerk Hall: Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: [Inaudible].

City Clerk Hall: Did you say yes?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: It passes with Councilpersons Lanier and Miller-Anderson dissenting.

Councilperson Guyton: Okay.

You said we have one more public comment card?

City Clerk Hall: Yes.

That will be Doretta Paulk.

Councilperson Lanier: Chair, you gonna have to get control of your audience.

Councilperson Guyton: [Inaudible].

Ms. D. Paulk: [Inaudible in audience].

Councilperson Guyton: No.

Come on. Come on, let's.., let's… Ms. Paulk, you have the floor.

Ms. D. Paulk: Thank you.

Good evening. My name is Doretta Paulk.

And, my concern is taking this $400,000 and you saying you're gonna [stammer] receive it from Utility District. I thought that's what he… No? So, where.., where… I thought you said that, Mr. Bailey.

But anyway, you can correct me if I'm wrong with the comment. Because, that's what's my concern, the $400,000. Where is it coming from? And, I thought it was stated from the Utility. 'Cause that's the very District that we need as much money, so we can build our water plant.

And also concerning this, you know, [sigh]… I hope everybody was onboard about the design. And, what is the.., is this water tank that's gonna be there, was there a water tank prior to… Okay. Very good. Knowing that. There was a water tank.

But, hopefully, this will go ahead and, long as we don't have to take $400,000 from the Utility Department, you know, because we need every dime to go there.

And for.., even with this TIF fund that you all are getting, and it's coming from the Utility, that's sad.

And, thank you very much.

Councilperson Guyton: Thank you very much for your comments.

Are there any [stammer]…

City Clerk Hall: Yes.

That was the last speaker, Mr…

Councilperson Guyton: That was…

City Clerk Hall: …Chair.

Councilperson Guyton: …the last speaker?

Councilperson Spiritis: Chair?

City Clerk Hall: Um…

Councilperson Guyton: I think Ms.., Councilwoman Lanier had indicated she had something.

And then you, Vice Chair Spiritis. And then we need to vote. We… Oh…

[Inaudible comment]

Councilperson Guyton: …you?

[Inaudible comment]

Councilperson Guyton: Yeah. Okay.

And.., and then we need to vote. Okay.

Councilperson Lanier: So, I wanted to ask, the height, is the.., the difference…

What's the difference in height from the original to this one? Is it higher? Lower?

City Engineer Bailey: Lower by four feet.

Councilperson Lanier: Okay.

Lower by four feet.

And then, so, I really wanted to ask, why now? Because, we had.., been having conversations about the Singer Island Fire Station for the last two years. So, we went through this whole process and you showed us renderings and.., so, why now, we come back and.., and want to change it and add more money to it? That's one question.

And, in terms of the cost of the $400,000, what does that entail?

City Engineer Bailey: Okay.

I'll start with the first question, why now? This came forward.., Dr. Spiritis, please help me, within the last six months or so, you were approached, and then came to the Staff…

Councilperson Spiritis: Right.

City Engineer Bailey: …and it took that long to get an understanding of the request from the community in order to turn that request into an image that we could then bring forward for your consideration.

Councilperson Lanier: So…

Councilperson Spiritis: Chair?

Councilperson Guyton: [Stammer]…

Councilperson Spiritis: If.., if I can answer?

I.., I might be.., I might be able to help with the answer if I…

Councilperson Lanier: Okay.

So, you…

Councilperson Spiritis: …I can just speak.

Councilperson Lanier: … you can come back…

Councilperson Spiritis: I'm just gonna...

Councilperson Lanier: …to that.

Councilperson Spiritis: …respond [inaudible].

Councilperson Lanier: No, no.

Councilperson Spiritis: [Inaudible].

Councilperson Lanier: I just wanna…

You can come back to it. I'll.., I'll…

Councilperson Spiritis: Okay.

Councilperson Lanier: …I'll let you respond to that later.

But, let me finish what I was saying before I lose my train of thought.

So, you have the issue of this coming back, when you said that there was residents that told you that they wanted it to be changed. And, I'm.., I'm like Councilwoman Miller-Anderson, I would like to see that [pause].., charettes that made this decision.

Because, I would think that it would be more than one person, or two persons, or even three persons with the number of people on the Island that we're gonna go back and change it now.

Because, I thought that that was the issue, to have it as a Key West, Bahamas style station because of the fact that it is an island.

And then, when you get to the issue of what that $400,000 includes, I want to know how much is it for the signage and how much is it for everything else?

Also too, there were issues with the height of it as well because I remember hearing that some of the condos were saying that now they [stammer] their view would be con'.., obstructed because of the tallness of it.

Although you're lowering it four feet, you still are going to have obstructions from other condos in regards to this building.

So, you can answer the question in regards to what that $400,000 entails.

City Engineer Bailey: Okay.

The four.., as I previously mentioned, the $400,000 will get you a full set of architectural plans. We've gotta go back through the Site Plan approval process, through Development Services. It'll be administrative so there's no design package for that.

Then, the entire set of construction plans has to be updated to these changes and go back through the Building Department for approval. And then, there's the actual physical construction

cost of the different elements and the different structural pieces that are gonna deviate from the original plan to this plan.

And, that is currently anticipated at costing $400,000.

Councilperson Lanier: Yeah.

And then too.., and I.., I know that you answered the question in regards to why now. It just seems very, I don't know, for it to come back after all of this.., after this has been approved, and to come back and try and change the way that it looks, without lowering it enough for the people who are complaining about the obstruction, lowering that much.

And then too, on top of that, me not hearing about a charette that is going to make a change to this.., to this building. So, for $400,000, and we are so far into this, it is just.., it just seems out of the blue that we're doing something like this, and it's already been set.

And, I thought that we really wanted to move forward, and to get through with this as soon as possible. But, it seems that now we gotta go back and redo plans for something else.

I'm done.

Councilperson Guyton: Okay.

Councilperson Spiritis: Chair?

Councilperson Guyton: You can respond.

But it's…

Councilperson Spiritis: Okay.

Councilperson Lanier: [Inaudible].

Councilperson Guyton: Okay.

Councilperson Lanier: Thank you.

Councilperson Spiritis: Want me to go first?

Councilperson Guyton: Yeah.

Councilperson Spiritis: Okay.

First, I want to just explain how we got to this point. First, as I said, for over six years, we were shown on.., the people on the Island, consistently shown renderings that were three bay, one story firehouse. That's what we all thought we were getting.

I understand that things change in construction. There was a little.., there were issues with the storage tank itself, the water storage tank and how they were gonna fit it on the site. This is a very small site.

As I said before, if we woulda spent the $8 million and bought the bank building and put it where it was, we coulda had the one story, three bay firehouse that everybody saw.

But, because of the storage tank and the pressure issues and everything else that exists in the area, the infrastructure, they had to make a taller firehouse to make it fit on the site with the storage tank itself.

I, myself, as a Councilman, go on a regular basis to all the condominiums. I have a.., a speaking tour that I do at the condominiums. I speak about two hours to three hours at each of the condominiums when I go there, questions and answers.

I showed the renderings to the people in the condominiums, and the civic associations as well. That's when I was starting to get the feedback as to the design and why the design was so different than the other two firehouses that were built on.., in Riviera Beach.

If we're so concerned with Florida architecture, how come we didn't do Key West at Station 88 or Station 87? Clearly, we knew that that wasn't the right thing, the same way this is not the right thing for the Island right now.

With respect to the changes, I.., this is a question I have for you, Mr. Bailey, don't we have the ability.., doesn't the City Manager have the ability to… Is this more than a ten percent change of the design of this firehouse?

City Engineer Bailey: No, sir.

It's not.

Councilperson Spiritis: So, doesn't the City Manager have the authority to make an administrative change?

City Engineer Bailey: Yes.

Councilperson Spiritis: For what? Ten percent?

So, he can do that without going back to any of the Board, correct?

City Engineer Bailey: Correct.

Councilperson Spiritis: Okay.

So, I.., therefore, I make a motion that the…

Councilperson Guyton: [Stammer]. Not quite. I think.

[Inaudible comment]

Councilperson Spiritis: Okay.

Unk.: Let me hear his motion.

Councilperson Guyton: Hmm?

Councilperson Spiritis: Okay.

I wanna make a motion…

Councilperson Lanier:[Inaudible].

Councilperson Spiritis: …that we change…

I'm in the middle of making my motion, Councilwoman Lanier.

Councilperson Lanier: Okay.

I.., I…

Councilperson Spiritis: I make a motion…

Councilperson Guyton: [Inaudible].

Councilperson Lanier: [Inaudible] doing discussion for after you make your motion.

Councilperson Spiritis: I'm making… Okay.

You can…

Councilperson Lanier: [Inaudible].

Councilperson Spiritis: …have your.., you can have your discussion.

But, right now, I'm making a motion that we adopt the new modern architecture for Station 86.

Councilperson Guyton: I second that.

And, on discussion.

Let me just say, this extra $400,000 still come' under the cost of both of the fire stations on the west side. Even with that.

On discussion. Ms. Lanier.

Councilperson Lanier: Okay.

So, Mr. Bailey, you… Where did that $33 million come from? You were saying something about $33 million.

City Engineer Bailey: Where did it come from?

I would ask the Finance Director to remind me where he got the money. I just spend it. [Chuckles]

Councilperson Guyton: Mr. Sherman.

[Chuckles]

Councilperson Miller-Anderson: While he's coming, can I just ask quickly, who.., who's the contractor on this?

City Engineer Bailey: Kaufman Lynn.

Councilperson Miller-Anderson: Okay.

Finance and Administrative Services Director Sherman: Good evening. Randy Sherman, Chief Financial Officer. And, thank you, Mr. Bailey.

Which number are we trying to tie into the $33 million? [Sigh]. So, the $25 million was coming from the referendum bonds. That was what the voters approved for this. To get up to the $33 million we were taking, I believe, and I'll check and get something out if this isn't accurate, but it was $5 million additional dollars due to the tank cost that came in a little bit higher.

And then, we had money coming from the Major Disaster Fund for the hardening of the building. So, it's really those three components.

Councilperson Lanier: So, we're.., we're talking about $33 million for this project instead of the $19 million that we.., that was.., that was made?

Councilperson Guyton: Well, the $19 million…

Finance and Administrative Services Director Sherman: The nine'...

Councilperson Guyton: …is just…

Councilperson Lanier: Hold on.

Councilperson Guyton: …for the…

Councilperson Lanier: Hold on. Let me.., let him finish.

Councilperson Guyton: Just for the building.

Councilperson Lanier: I.., I wanna hear from the finance…

Finance and Administrative Services Director Sherman: The $19…

Councilperson Guyton: Okay.

Finance and Administrative Services Director Sherman: …million does not include the tank.

Councilperson Guyton: Yeah.

Finance and Administrative Services Director Sherman: So, the water tank is a totally different number.

Councilperson Lanier: Okay.

So, the $19 million doesn't include the tank but we're still at $33 million for this Station and the tank?

Finance and Administrative Services Director Sherman: Thirty-three with the…

Councilperson Lanier: Okay.

Finance and Administrative Services Director Sherman: …with the tank.

Correct.

Councilperson Lanier: Right.

So, with that being said… But, you said $5 million came from where?

Finance and Administrative Services Director Sherman: Well, the.., the water tank is really the cost of the Utility District, so those funds are coming from the Utility District.

Councilperson Lanier: So, we're looking at the $33 million for this Station and we have, you know, twenty, $25 million for our other two stations, and those stations are twice as big as this location on Singer Island.

So, you would think that that would be.., those would be more given the fact that they are huge compared to the one that's on Singer Island.

But, with that being said, having $400,000 to come in at this late date, and really, honestly, Dr. Spiritis, I think this is some type of vanity project for you to say that I put the name on there…

I don't know what it is but to come at this late date to try and change the way that this looks, I did not see any meeting that told us that this was going to happen. I did not see any charette. I have not seen any documents from the Island saying they wanted this.

So, this is just kind of.., takes me off guard given the fact that this just kinda came out of the blue.

Councilperson Guyton: Councilwoman Davis Panier.

Councilperson Davis Panier: Okay.

So, my question is this, because I know that we don't give a lot.., we don't get a lot of responses when we do surveys. So, if we were to try to find out what majority of the Island prefers, how would we do that?

Councilperson Guyton: And.., and [inaudible] somebody gonna answer, let me say this.

You're never gonna get a hundred percent.

Councilperson Davis Panier: Anyway.

Councilperson Guyton: It's always gonna be political.

If his name is on it, his opposition is not gonna like it.

Councilperson Davis Panier: Mhmm.

Councilperson Guyton: [Stammer].., that's just how…

Councilperson Davis Panier: Mhmm.

Councilperson Guyton: …politics is.

So, to suggest that somehow now we didn't get enough input on the Island, and [stammer]… I think it's just a delay tactic. Not by anybody up here but we didn't get a hundred percent on the west side. You know? So…

Councilperson Davis Panier: That's why… Follow up.

That's why I was asking.

Councilperson Guyton: Yeah.

Councilperson Davis Panier: 'Cause I'm trying…

Councilperson Guyton: Yeah.

Councilperson Davis Panier: …to figure out…

Councilperson Guyton: That's…

Councilperson Davis Panier: …how would we…

Councilperson Guyton: That's…

Councilperson Davis Panier: …get an accurate…

Councilperson Guyton: That's just fluff.

That's just fluff.

Councilperson Davis Panier: …idea? Okay.

So…

Councilperson Guyton: But.., and.., and.., and the water tank is needed over there.

That is an essential element to life. And, to try to tie that cost into what the cost of the building is, that's different from what we did over here. Those are facts. People don't like facts.

And.., and I don't need the little mumbling in the.., in the audience.

Okay. Are.., are.., are there any other comments? We're about ready to vote.

Madam Chair? I mean, Madam Clerk.

City Clerk Hall: Councilperson Davis Panier?

Councilperson Davis Panier: Yes.

City Clerk Hall: Councilperson Lanier?

Councilperson Lanier: No.

City Clerk Hall: Councilperson Miller-Anderson?

Councilperson Miller-Anderson: No.

City Clerk Hall: Chair Pro Tem Dr. Spiritis?

Councilperson Spiritis: Yes.

City Clerk Hall: Chairperson Guyton?

Councilperson Guyton: Yes.

City Clerk Hall: The Item passes with Councilpersons Lanier and Miller-Anderson dissenting.

Councilperson Guyton: Okay.

Next Item. We have two very quick Items. They're just updates. So, the next Item.

12b. ITEM NO. 12B

City Clerk Hall: The next Item is Item 12b.

City Clerk Hall: **PROPOSED TIMELINE FOR THE EXECUTIVE RECRUITMENT AND SEARCH SERVICES FOR RFP FOR THE CITY MANAGER RECRUITMENT PROCESS.**

BRENDA JENKINS, DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT, (561) 840- 4880

City Clerk Hall: Mr. Chair, we have four comment cards on this Item.

The acceptance of cards is closed.

Councilperson Guyton: Okay.

This is for the executive search. Are you doing it by yourself?

Procurement Director Ammons: Yes.

Councilperson Guyton: Okay.

Procurement Director Ammons: I am.

Good evening. LaTonya Ammons, Director of Procurement for the City of Riviera Beach.

We're just here to report the schedule for the RFP. Right now, the RFP will be issued on September 1. RFP closing date will be October 1. The proposal, evaluation, and selection process will take place between October 1 and December 1.

And, we plan to bring, before Council, approve.., a package to approve a contract in January 2027, with a contract start date of March 1, 2027.

Councilperson Guyton: Are there any questions or comments?

Councilperson Lanier: Yes.

Councilperson Guyton: Wait.

Let's do public…

Councilperson Lanier: Okay.

Councilperson Guyton: …comment cards first.

Public comment cards.

City Clerk Hall: Mr. Chair, the first speakers are Delores Williams, Annette Dragon, Cindy March, and Fane Lozman.

City Clerk Hall: Yes.

Delores Williams.

Ms. D. Williams: Ya'll was right here when Mr. Evans and all this stuff was designed, you voted on it.

Now, they say wanna change it, but yet, you're holding up this meeting, got us here almost to midnight again. And, you're still sittin'… You know, I'm tired about them crows and them eagles. They just sit over there and hold up the meeting.

They're trying to make you look bad that you say your meetings are gonna turn out early. But, look how they just carry on in the meeting.

Free'.., I'm so trembling, I'm so cold in here. I'm trembling. It's so cold in here and carry on in these meetings. Wanna disagree. You ain't got to look at her. You know? Ya'll sit right there. Everything.., I never seen ya'll got up and talking.., went over all this stuff with Mr. Evans. You're holding them up on everything. You just find fault, fault, fault, fault.

Remember, your day coming. Just finding fault with everything.

[Inaudible audience comment]

Ms. D. Williams: And, all you're trying to do, not pass nothing. Oh, I saw this.., you up there looking on the internet. Oh, we're gonna say nineteen thousand. Oh, I saw them do it in this city. Let's do that…

I bet they probably did it 'cause they didn't have nobody on that Council up there to handle it. Ya'll need to stop this mess here. Wanna work, play, and live. You never carried on like this before. Never.

Every time you turn around, you.., when you [inaudible] say yes, you do no. And, when you say.., say no, you say yes. What's wrong…

Councilperson Lanier: Is this about…

Ms. D. Williams: …with ya'll?

Councilperson Lanier: Is this about the…

Ms. D. Williams: You need to stop that.

Councilperson Lanier:…about the process [inaudible]…

Councilperson Guyton: Wait, wait, wait.

Ms. D. Williams: And then, you…

Councilperson Guyton: They're.., they're [stammer]…

They're able to…

Ms. D. Williams: What you want me…

Councilperson Guyton: …say what they wanna say.

Ms. D. Williams: You're gonna start me over.

Councilperson Guyton: Let them say it and they can... Okay.

Continue. Continue.

Ms. D. Williams: I want some more minutes too.

'Cause she done crossed over there.

Councilperson Guyton: Okay.

You'll.., you'll get a few seconds. Just…

Ms. D. Williams: I mean…

Councilperson Guyton: …continue.

Ms. D. Williams: It just.., it just bother me on my heart, to sit up there and act like you always want this City to move and you're hindering everything.

And always…

Councilperson Lanier:Point of order…

Ms. D. Williams: …get on a…

Councilperson Guyton: Wait.

Ms. D. Williams: …subject...

Councilperson Guyton: Okay.

Ms. D. Williams: …and just…

Councilperson Lanier: Point of order.

Ms. D. Williams: …go on and I'mma go on. I'mma repeat myself on and on and on and over.

Councilperson Guyton: I had a discussion.

This is a First Amendment issue and I'm…

Councilperson Lanier: [Stammer]…

Councilperson Guyton: …gonna let them…

Councilperson Lanier: The issue is…

Councilperson Guyton: …[inaudible].

Councilperson Lanier: …a discussion…

Councilperson Guyton: Please stop.

Councilperson Lanier: …about…

Councilperson Guyton: Please stop.

Councilperson Lanier: The issue is a discussion about the report.

I mean…

Councilperson Guyton: [Stammer].

Councilperson Lanier: …a discussion about the process and timeline.

Councilperson Guyton: I.., I.., I understand…

Ms. D. Williams: It is about the report.

Ya'll worrying about the money, you never brought it up...

Councilperson Guyton: Continue Ms…

Ms. D. Williams: ...when Mr. Evans was here.

Councilperson Guyton: Continue, Ms. Williams.

Ms. D. Williams: I mean, just listen.

If... I'mma do like [inaudible] that you show how ya'll used to act. You act like a stone. A statue inside a wall. Now, you act like you're the most [inaudible]… Hey, hey, hey. Nothing. Nothing. And always.., and then [inaudible] had to come to me. I've come to all y'all to talk about different things. I don't have to get up here. But, just the way your action and your appearance, and how ya'll act.

You don't.., I don't think you.., you say you care but I think you really don't. You wanna show yourself that you're the most educated person and know how to run this City. You sit up there.., back and forth with your aides, sending you stuff, looking on the internet and doing it.

Some of you sit there right back in your… One day, you're gonna flip out that chair. You're sitting right up there just all paying attention. You guys always sit there, and ya'll passing you little... Come on.

Show how intelligent you are, and that you care for this City. You don't. You're always trying to immolate somebody at another state. Going on all the time trying to...

[Timer]

Ms. D. Williams: You let me get up here…

Councilperson Guyton: Thank you very much for your comments.

Councilperson Lanier: Madam…

I mean, I'm sorry. Chair?

Councilperson Guyton: Yes. Yes.

Councilperson Lanier: If we're gonna have a discussion about an item, then it should be limited to that item.

That is the purpose…

Councilperson Guyton: I…

Councilperson Lanier:…of us having general comments, that's the purpose of us having items that we're discussing because it has nothing to do, or not even germane to the subject that's on the floor.

Councilperson Guyton: Ms.., Councilwoman Lanier, I.., I totally agree with you.

I did research and asked legal opinions and, unfortunately, if they came to that mic and didn't wanna say a word, and it has happened with Lloyd Brown. It's their time. You know, it is what it is.

They.., they…

Councilperson Lanier: And I understand…

Councilperson Guyton: …get up there…

Councilperson Lanier:…that sir.

Councilperson Guyton: Okay.

So, what.., what we…

Councilperson Lanier:But, it's not germane to the…

Councilperson Guyton: I know but…

Councilperson Lanier:…item that's…

Councilperson Guyton: …there's a…

Councilperson Lanier:…on the.., on the floor.

That's.., that's parliamentary…

Councilperson Guyton: Wait…

Councilperson Lanier:…rules and…

Councilperson Guyton: Okay.

Councilperson Lanier: ... that is Robert Rules of Order, sir.

Councilperson Guyton: I do…

Councilperson Lanier: Robert's Rules of…

Councilperson Guyton: …understand.

Councilperson Lanier: …Order say that an item that is on the floor has to be.., the comment has to be germane to the item that is presented.

Councilperson Guyton: Just wait.

Councilperson Lanier: It doesn't say…

Councilperson Guyton: Wait, wait, wait.

Councilperson Lanier: …they can stay silent, they can say…

Councilperson Guyton: Okay.

Councilperson Lanier: …whatever they want but they…

Councilperson Guyton: Okay.

Councilperson Lanier: …have to…

It has to be germane to that item. That is…

Councilperson Guyton: Please tell...

Councilperson Lanier: That is not Shirley, that is…

Councilperson Guyton: Okay.

Councilperson Lanier: …parliamentary procedures.

Councilperson Guyton: Please tell me the section that.., that says that.

Councilperson Lanier: I don't know the section now, sir.

[Inaudible audience comment]

Councilperson Lanier: But, you really need…

Councilperson Guyton: Stop…

Councilperson Lanier: …to.., you really…

Councilperson Guyton: Okay.

Councilperson Lanier: …need to look at the fact that…

Councilperson Guyton: In the audience…

Councilperson Lanier: …the City …

Councilperson Guyton: …stop. Stop.

Councilperson Lanier: …has to have some type of order.

Councilperson Guyton: I know.

But, if you're…

Councilperson Lanier: And…

Councilperson Guyton: …gonna quote Robert Rules, have the section 'cause I wanna see it, and I'll abide by it.

Go ahead.

City Clerk Hall: The next speaker is Annette Dragon, followed by Cindy March and Fane Lozman.

Ms. A. Dragon: Annette Dragon, Riviera Beach.

This whole process of trying to find a new City Manager should have started the day after Jonathan Evans' contract was severed. And, the way it should've started was put an ad on the City of Riviera Beach website to try and find a homegrown candidate.

What you're looking at now, with the Request for Proposal and finding a recruitment firm, and doing all the due diligence and all that good stuff, takes ten months from the day of severance of his contract.

Then, you're gonna start looking for people to come in and get interviewed. That's gonna take another few months. So, by the time you actually find somebody, your Interim contract with Mr. Wilkins will probably have expired, and are you gonna spend another $450,000 on getting him to stay for another year.

Also, what happened if, unfortunately, Mr. Wilkins dies? You're still stuck in the…

[Inaudible audience comment]

Ms. A. Dragon: …same boat.

I would hate to.., having Mr. Wilkins not be here any longer but I believe that you need to have contingencies in place. Let's accelerate this recruitment process. Put an ad on the [stammer] ICMA website.

Get people in here now to interview for this job. It's vacant. It's time you actually moved forward.

Councilperson Guyton: Thank you very much for your comments.

Please. And, let me say this, people are still throwing around Mr. Wilkins' benefit package, which they never did with Mr. Wilkins.., I mean, with Mr. Evans. Never decided they wanna add up all his benefits and what the total is.

Since you didn't do it, I did it for you and I'm gonna put it up on the screen tomorrow night at our budget hearing and I wanna see you quoting what Mr. Evans' package is.., or, was, like you're doing Mr. Wilkins.

Come on. Come on to the mic.

City Clerk Hall: Cindy March, followed by Fane Lozman.

Ms. C. March: Good evening, Council.

I don't know if ya'll know the [stammer] Robert Rules of law and order, or whatever ya'll got going on but I'm gonna say what I gotta say and it might not be pertaining to 12b, but I'm gonna say it and I don't want no interruptions but for the Chairperson.

If you feel like I'm outta line, you stop me and tell me to stop and I will be respectful and stop.

Number one, with this Bill contract, if you all find somebody and you hire him by March 1st, would he be paid out his contract? And, you can answer this at the end. You know, I'm saddened and disheartened because ya'll keep talking about if this man die, he eighty years old.

Ya'll gotta be careful what you say out your mouth 'cause you can go right out there in them streets and get killed. You can't keep doing this. Ya'll so hung up on Evans, this is the reason why the City is the way the City is now.

And, Glen Spiritis, you hold your head up high. Because see, one thing about it, what's for you gonna be for you. You're not on that Board for no $19,000 and talking to the big developers for a bribe and then you gotta get you a subpoena from the FBI, and you worried 'cause you want us to pay your lawyer fees. Okay?

So, you don't have nothing to worry about, because whether you sit on that Board or not, you're gonna have food in front of your face, and you ain't gonna depend on the taxpayers to give it to you. It's enough already.

Ya'll sit over here for nine years and twelve years and if sometimes I sit up here and be disrespectful and bash you all, you all need to be bashed. It's enough already. I'm sick and tired, and the people out there who say they look at TV, they sick and tired.

We gotta get down to business. And the only way we're gonna do it, if we find unity with ourself, starting with me as an advocate. It's not fair for you all to keep demonizing this man about his age.

He didn't ask to come back here. So, it's whoever asked him to come back here felt like he did a good job when he was here. And Lanier, you got too many skeletons in your closet to even wanna try to put somebody out there like that, and wanna talk about what Evans did and this and that and check this and check that.

Ya'll ain't check them two other fire stations out. And all this money ya'll spending at these concerts and can't even give people no bottles of water. Doug Lawson, you can hold your head up high and stop writing on that paper 'cause I'm referring to as well as the Mayor.

And, I'm talking to you directly because it's not fair for them to sit up here and they arguing with one another, and then when we go to arguing with them, they wanna put the police on us. It's not right.

You being the Mayor, and if you wanna be a strong Mayor, you gotta step up to the plate.

Councilperson Guyton: [Inaudible] very much for your comments.

Councilperson Lanier: Sir, I do have that item.

[Inaudible audience comment]

Councilperson Guyton: Okay.

Re'.., read it out to me.

Councilperson Lanier: The.., the requirements for speakers to limit their remarks to the item on the floor and stay germane is rooted in the rules of debate and decorum found in Robert Rules of Order.

The…

Councilperson Guyton: No.

Councilperson Lanier:…primary…

Councilperson Guyton: Just read the…

Councilperson Lanier:…sections governing this…

Councilperson Guyton: …section…

Councilperson Lanier:…are…

Councilperson Guyton: [Stammer] wait…

Councilperson Lanier:…43…

Councilperson Guyton: What section is that?

And…

[Inaudible audience comment]

Councilperson Guyton: And.., and, Ms. Attorney, please.., please verify what has been said.

What.., what section is it?

Councilperson Lanier: It is Section 43…

Mr. F. Lozman: Wait a minute. My [inaudible]...

Councilperson Lanier:…:19-28, rules of decorum and debate.

And, 41-43, general rules of debate and germaneness.

Councilperson Guyton: Wait, wait.

We're gonna get to you. Just…

I'm trying to clarify whether you can say exactly what you wanna say. Okay. Alright.

City Attorney Wynn: Ms. Lanier, can you repeat the first one?

I heard 43:19.

Councilperson Lanier: Dash 28.

City Attorney Wynn: 28?

Councilperson Lanier: 28. Uhuh.

And, it's in rules of decorum and debate., and then, there's 41-43 that is general rules of debate and germaneness.

City Attorney Wynn: Thank you.

Councilperson Guyton: Okay.

Let's… And.., and I need you to look at that now too.

Mr. Lozman.

Mr. F. Lozman: Fane Lozman.

A comment has to be on topic and the topic is the proposed timeline for the executive recruitment and search services. My comment for that is that.., it's really directed towards Ms. Panier, and that she should reconsider her vote to approve a one year contract.

Fiscally, you have a fiduciary responsibility to try to save money to pay for the water plant, and pay for all these exorbitant expenses we're having. We should put Mr. Wilkins on a three or four month contract, and then renew it for another four months while we go through a search that can be done for $25,000 or under, under the City Manager's spending authority.

You don't have to go do an RFP. Because, the idea is that [stammer].., Wilkins would serve six months, but by that time we won't have to.., we'd have the search all done. The way you're doing it now, with a one year contract, he's getting $120,00 in severance.., I mean, $2,180 in severance, $454,683 in total comp for $556,863.

So, if you would redo your vote from the last meeting, and say, okay, we're gonna go back to what we were doing when he first was hired, he was.., hired as an Interim Manager, have him as Interim Manager for three or four months, and then roll it over for another three or four months.

And by that time you have gone through the candidates and hired a regular Manager. You don't have to spend six months to do an RFP. You [stammer].., I did a search. You can get people for.., for nineteen to twenty-five grand to do a City Manager search. You can also advertise it in the City Manager [stammer] magazine.

The bottom line is, you have to start somewhere. You have to be fiscally prudent. Any other city, would've put Mr. Copins in or.., or Deirdre Jacobs. They would've put in the Assistant City…

Like, right now, Mr. Wilkins, he may be on vacation. I don't know where he is. I think Mr. Copin did a great job tonight. Mr. Copins coulda hold.., coulda held it together for ninety days while you do a search for a permanent Manager.

That's what you have him for. We.., the City cannot afford five hundred and sixty.., $556,000. That's over half a million dollars for Mr. Wilkins who quit tw'.., he was fired once and quit the second time.

And not only that, look at the decision he made. He fired the Utility Director, and then he hired him back. I mean, he.., he really… He's not all there at age 79. We have younger people who are more qualified, who would do it a lot cheaper.

And, Ms. Panier, you're the person that.., you should say, he was hired to be an Interim. I think we have to have.., have him be an Interim twice but we'll save hundreds of thousands of dollars if we just keep him an Interim for two times while we do the search for under $25,000.

So, that's my suggestion. Reconsider your vote from the last meeting.

[Timer]

Councilperson Lanier: Chair?

Councilperson Guyton: [Inaudible] for your comments.

Councilperson Lanier: Let.., let me.., let me address that.

I did not.., Mr. Lozman, I did not vote for that contract. I proposed a six month Interim basis while we looked for…

[Inaudible comment]

Councilperson Lanier: Oh, Panier, he's asking.

Okay. I'm sorry.

[Chuckles]

Councilperson Lanier: I'm sorry, Panier.

Councilperson Davis Panier: That's okay.

Councilperson Guyton: Are there any.., any more public comment cards?

City Clerk Hall: Chair, that's the end of public comment.

Councilperson Guyton: Okay.

Are there any further comments?

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Yes.

Mayor Lawson: Director Ammons, the cost for these national search, I know we addressed it at one time.

But, what has been the range of what's been researched when it comes to the cost for these search organizations?

Procurement Director Ammons: I think the Director of HR will have a better answer as far as what is the going rate that they [stammer]…

Is.., is your question what's the going rate that a executive search firm will charge?

Mayor Lawson: Please.

Thank you.

Councilperson Guyton: Okay.

Are there any further co'.., questions or comments on this Item?

[Pause]

Councilperson Guyton: Hearing none.

Last Item.

I though we was gonna get a answer?

Councilperson Guyton: Huh?

Councilperson Davis Panier: He asked a question, I thought she's working her way up to give us an answer.

Councilperson Guyton: Oh, you…

Councilperson Davis Panier: No.

She.., I think she's coming.

Councilperson Spiritis: She's in the back.

Procurement Director Ammons: Director Jenkins is on her way up to answer the Mayor's question, sir.

Councilperson Guyton: Okay.

When.., when they find it… Oh.., oh she's…

Procurement Director Ammons: Yeah.

She's…

Councilperson Guyton: Oh, she's coming now. Oh.

Okay.

Councilperson Lanier: So, she's going to explain the timeline?

Is that what it is?

Mayor Lawson: No.

The…

Procurement Director Ammons: It's…

Mayor Lawson: The question was just the cost of…

Councilperson Lanier: Oh.

The cost.

Mayor Lawson: …the average cost for these. Yeah.

'Cause I think they already went over the timeline.

Hey, Ms. Jenkins.

Human Resources & Risk Management Director Jenkins: Brenda Jenkins, Human Resources Director.

The cost can run anywhere from $25,000 up to $75,000 depending on the firm and the scope of services that we ask for of them.

Mayor Lawson: Okay.

And, I believe in our spending authority for the Manager is $25,000. So, I know that we have a lengthy solicitation process that we're looking at, to possibly bringing in a firm. But, if there are firms available out there that would be less than the Manager's spending authority that we could actually do our search for, that would also shorten our timeline.

'Cause this timeframe and this length that they addressed earlier may take us passed the time of the contract based upon what they expressed today.

Thank you, Mr. Chair.

Councilperson Guyton: Thank you, Mayor.

So, Ms. Ammons…

Procurement Director Ammons: Yes, sir.

Councilperson Guyton: I'm sorry?

Procurement Director Ammons: I said, yes, sir.

Councilperson Guyton: Oh.

The.., the.., the.., the cost of the procurement process, putting it out on the streets and that.., that [stammer] was that cost that Ms. Jenkins just quoted, did that include that cost too?

Procurement Director Ammons: Ms. Jenkins price.., quoted the cost that the firm would charge us to find a City Manager would range between $25,000 and $75,000.

The Procurement Code states that anything above $25,000 must go out for public solicitation. And so, that is why we would use the public solicitation process.

Councilperson Guyton: Okay.

Okay. Are there any further questions or comments on this Item?

Councilperson Davis Panier: Chair?

Councilperson Guyton: Yes.

Councilperson Davis Panier: Just a follow up with what Mayor Lawson said.

So, how would we identify firms that might be under $25,000? To keep us from having to go through the procurement process?

Procurement Director Ammons: That's a little difficult.

I could put out a Request for Information, a Request for Quotes to see where they land. We could get some that are less than twenty-five. Of course, we could get some that are more than twenty-five.

But, the purpose too of the RFP is to kinda rank them based upon the qualifications and the history and what they've done versus someone who doesn't have as much experience recruiting someone at this level.

[Pause]

Mayor Lawson: I got a follow up…

Procurement Director Ammons: Mhmm.

Mayor Lawson: …to that, Mr. Chair, when she's done.

Councilperson Guyton: Okay.

Mayor Lawson: Is that okay?

Councilperson Davis Panier: Okay.

Mhmm.

Mayor Lawson: So, with the Request for Information, couldn't we actually vet and discuss that with the firm if we get prices and quotes to determine what our needs are?

And, that would shorten the process if we got some quotes for less than $25k?

Procurement Director Ammons: I would recommend a Request for Quote…

Mayor Lawson: Mhmm.

Procurement Director Ammons: …where we would [audio out] lowest price.

A Request for Quote doesn't really allow for, like, negotiations.

Mayor Lawson: Got it.

Procurement Director Ammons: We could put our requirements in and we'd get what we get.

Mayor Lawson: Okay.

And then, just.., if we wanted just information, or just ideas, could we put out a.., a request without having to take the lowest price?

Procurement Director Ammons: No.

Mayor Lawson: Okay.

Procurement Director Ammons: A Request for Information is more of, you know, who's out there and what should.., you know, who's out there, can you…

Mayor Lawson: Understood.

Procurement Director Ammons: …do…

It's really, you know, just looking for information from the.., the community. But, a Request for Quotes would be the quickest, easiest, less time amount that you.., you go with the lowest quote.

Mayor Lawson: Gotta go with the lowest quote.

And, it may not address the exact things that we need. Un'…

Procurement Director Ammons: Yes.

Mayor Lawson: Understood.

It's just the timeline and the procurement process, especially if we wait this whole period time and then we get quotes that are less than twenty-five is like we did a solicitation without that. So.

Thank you, Mr. Chair. Go ahead.

Councilperson Spiritis: Any other comments? Board?

Madam Clerk, next Item. Thank you.

Procurement Director Ammons: Thank you.

12c. ITEM NO. 12C

City Clerk Hall: Mr. Chair, we're on Item 12c.

City Clerk Hall: **UPDATE ON THE AMRIT RESORT DEVELOPMENT.**

CLARENCE SIRMONS, DIRECTOR OF DEVELOPMENT SERVICE, AICP, (561) 845-4062

City Clerk Hall: We have one public comment card on this Item.

The acceptance of the cards is closed.

Development Services Director Sirmons: Good evening again. Clarence Sirmons, Director of Development Services.

There have been no substantial changes in the status of this project since the last Council meeting when a detailed report was provided by the Assistant Director and Building Official on this project. We are still in close communications and speaking multiple times per week with the project team and they have confirmed to us that they expect to update and resubmit documents very soon.

Very soon is what we're hearing but as of today there have been no substantive updates since the last report out.

Councilperson Spiritis: Mr. Sirmons, last time when we had this presentation, your Building Official was here and we had a number of questions concerning Code violations or, or issues with the building.

There was a structural item that was mentioned with the north parking that could.., possible structural item, I shouldn't say structural…

[Inaudible comment]

Councilperson Spiritis: …problem but a possible structural item. Are any of those been resolved yet?

Development Services Director Sirmons: Since the last meeting, there have been no updates on those items.

But yes, we are aware of those that you've mentioned. Yes.

Councilperson Spiritis: But you are following through on those?

Development Services Director Sirmons: Correct.

They are providing the reports to us that they have addressed some areas of visual concern, as far as the column, and then, the ramp as well, that there's some traction needs for public safety vehicles, fire trucks, that they're addressing with the ramp.

So, those are still in progress but we have not received updates since the last Council meeting.

Councilperson Spiritis: Thank you.

Councilperson Guyton: Are there any further questions or comments?

[Inaudible comment]

Councilperson Guyton: Oh.

One comment…

City Clerk Hall: Mr. Chair…

Councilperson Guyton: …card.

City Clerk Hall: …we have one public comment card.

Councilperson Guyton: Okay.

Please call it now.

City Clerk Hall: Fane Lozman.

[Pause]

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Yes.

Mayor Lawson: For future, these are just discussion items and I know it's the discretion of the Board but, whether Attorney or Chair, I don't think we have to take public comments on discussion items, only if we're passing action, moving forward.

But, I.., I do know Mr. Lozman is here but I just wanna make sure that the Board understands that the public comments would only be required on action items and public comment in general.

Councilperson Guyton: Okay, Mr. Lozman.

Mr. F. Lozman: Fane Lozman, Singer Island.

Other municipalities with the discussion of the Board invoke how to do things. I'm gonna disagree with Mayor Lawson that…

I went and I looked up the MEAHOP Ordinance. $104,000. Somebody wants a print out of that, I'll for find [inaudible]. The presentation by Scott Evans, it went from $104,000 down to fifty some odd thousand and now people are looking to get it below that.

So, that's not what the MEAHOP was about. MEAHOP was about the $104,000. 'Cause it's a big deal, you're taking a multimillion dollar unit and you're converting it from a hotel suite residence into a condominium.

So, if the units are averaging two, $3 million and it's a hundred grand, two hundred units, that's $20 million bucks. So, don't let the developer try to shortchange the City with the MEAHOP Ordinance, like, oh well, we don't wanna spend that much money.

That's what the MEAHOP ordinance is. If you don't like it, you don't take it. It's $104,000, not $50,000, not $5,000. It's.., it's what the Ordinance was passed at. We need the $20 million bucks. You had a multimillion dollar condo, just stay where you are. Just stay as a residence hotel. That's what you bought.

But, to sit here and say now we're gonna... Because, let me tell you, you're walking down a very dangerous path. And [stammer], I think Lawson understands it better than Glen Spiritis. You're going into what's called [pause]… Hold on a second. You're going into contract zoning. Contract zoning is illegal in the State of Florida.

That's when people are basically buying zoning that they're not entitled to. So, you may wanna write that down, contract zoning is illegal in the State of Florida. And, that's what you're doing.

You're bargaining away MEAHOP in exchange for giving them.., the developer, what he wants. The developer's really, ultimately responsible. It should be the developer who pays the $20 million.

Right now, if you go online to, like, real estate websites, you'll see that they're selling these units as condos because everybody's treating them as condos and they're not. [Stammer].., you.., you have a legal mind there, Ms. Lanier, look it up, contract zoning is.., is illegal in Florida.

And you're going down the road by saying, oh well, MEAHOP'S $104,000, we'll take it down to $54,000, we'll take it down to $5,000. You can't do that. You're gonna put yourself at risk if you go contract zoning.

So, I think.., I think it's a way.., the developer screwed up, he needs to pay and make things right. And, the way he makes things right is you get your $104,000 a unit . But, if you go

down and keep reducing that, now you're setting yourself up for contract zoning and that's a big deal.

Councilperson Spiritis: Thank you for your comment, Mr. Lozman.

City Clerk Hall: Mr. Chair, that's the end of public comment.

Councilperson Spiritis: Board, are there any directives that we have not given to the City Manager or Staff that you would like to add to today's meeting? Any.., anybody on the.., on the Council?

Councilperson Lanier: In terms of what?

Councilperson Spiritis: We.., we discussed.., we gave certain directives.

Is there any directive that you wanna add that we haven't given to Staff with any of the Items that were discussed?

Councilperson Lanier: Isn't that supposed to be written down by the City Manager?

City Clerk Hall: Right.

Councilperson Spiritis: We're…

City Clerk Hall: We.., we still have…

Councilperson Spiritis: …we're gonna ask…

City Clerk Hall: …one more…

Councilperson Spiritis: We're gonna…

City Clerk Hall: …Item, Mr. Chair.

Councilperson Spiritis: Yeah.

Councilperson Lanier: Huh?

Councilperson Spiritis: We're.., we're gonna go…

We're gonna.., we're gonna go.., we're gonna go to the City Manager in one second.

Councilperson Lanier: Okay.

Councilperson Spiritis: I'm just asking...

City Clerk Hall: We still have one more Item.

12e. ITEM NO. 12E

City Clerk Hall: Which is Item 12e.

City Clerk Hall: **AWARD AND PRESENTATIONS PROGRAM DISCUSSION**

Mayor Lawson: It was an add on…

Councilperson Spiritis: 12e?

Mayor Lawson: …Mr. Chair.

Councilperson Guyton: I'm sorry?

Councilperson Spiritis: 12e?

Mayor Lawson: It.., it was a add on, Mr. Chair.

It was to discuss how we process the.., the awards and presentations.

Councilperson Guyton: Oh, yeah.

Councilperson Spiritis: You wanted…

Councilperson Guyton: Yes. Yes, yes.

Councilperson Spiritis: …[inaudible] the transition...

Councilperson Guyton: Yes, yes.

Councilperson Spiritis: We added that on, right.

Councilperson Guyton: First, let me acknowledge publicly, Councilwoman Lanier, you were absolutely correct, we have to stay on the item, issue. I just like to have the data, documents, and evidence. Okay.

Unk.: You said you had it.

Councilperson Guyton: It does say that.

Councilperson Lanier: Say it loud.

Councilperson Guyton: [Chuckle].

Councilperson Miller-Anderson: Didn't you say you had it. I thought you said you had it when you told her no.

[Chuckles]

Councilperson Guyton: Okay.

Seriously now. We changed the award and presentations process so that we would have more time to do our business. So, we're starting the awards and presentations early, unless it's a dignitary or directly related to an item that we're doing.

Mr. Mayor and Ms…

Councilperson Miller-Anderson: Miller-Anderson.

Councilperson Guyton: Councilwoman Miller-Anderson.

My thought process when I suggested this was to have a regular Agenda. This would be considered a regular meeting. All of the Members are required to be here. We do a pledge and that'd be one item, Awards and Presentations.

But, everybody's here like it's a regular meeting. The roll call is done. Pledge of Allegiance, and then we're going to presentations. I.., I saw that Dr. Harris did a good job mediating. Today, this is my first one.

I don't know if that's the format that you all would like, so we're looking for input. This is it.

Councilperson Lanier: So…

Chair?

Councilperson Guyton: You'll be next, after Councilwoman Miller-Anderson.

Councilperson Lanier: Okay.

Go ahead.

Councilperson Miller-Anderson: Well, I.., you know, I guess I… There's two things here with this.

And, my main concern is about the Youth Council because we did say that they were doing presentations. And so, I too thought that those meetings were ran like a meeting. You know, not just a, let some people show up or...

Councilperson Guyton: Yup.

Councilperson Miller-Anderson: ...get together or.., you know, nothing formal.

But, more importantly, the Youth Council… I.., I had to think about it because it's.., I'm saying, if we're doing it that way, we're not treating the Youth Council as they are, which is an established body which is an extension of the City Council.

It's not that we're just going to be giving them certificates and, you know, the pomp and circumstance stuff, they are working on trying to provide policies and input of the youth of the City to the City Council. And so, it would be most appropriate for them to be able to be a part of the City Council meetings.

And again, even those updates there... You know, it may be a time they present a Resolution or Ordinance or something where it would be a part of the.., the long part of the Agenda. But, in their update, their monthly update, it is to report on what they have accomplished in the past month as the Youth Council that was established by the City Council.

And so, it's not that they're just coming up and saying, oh, you know, we're a part of this group and blah, blah, blah. For the sake of today, it was done that way because I said we're not.., I'm not…

'Cause I didn't make.., I wasn't here for the first time we did this on the presentation day. So, I missed it. I actually forgot about it and I was on the phone for the actual meeting but I had missed that 5:30 so I didn't realize exactly what was going on.

And then, when I had my Agenda review yesterday, I was trying.., looking for the Item and I couldn't find it, and that's when I [stammer].., I discovered it was not an official meeting that was taking place.

And so, you know, just speaking from the Youth Council being, you know.., they.., they.., they led a pledge to become an actual extension to represent the youth of the City. And, they, you know, should be treated not as just a group that's coming from the community and just, you know, sharing what they do.

And, of course, their updates are not gonna be ten, fifteen, twenty minutes long but I do believe that they should be a part of the regular City Council meeting for a number of reasons as.., some of those that I stated.

Thank you.

Councilperson Guyton: Thank you.

Councilperson Lanier: Yeah.

I wanted to ask…

Councilperson Guyton: Councilwoman Lanier.

Councilperson Lanier:I thought that it would be where the meeting would just start at 5:30 and that we would do the presentations first and then we would go on into the meeting. I didn't know

that it was a separate that was not noticed. 'Cause the last couple of ones was not even noticed. So, that was my understanding, that we would start the meeting at 5:30 and then go through the presentations, and then get to the meeting.

That's how I thought it would go.

Councilperson Guyton: Okay.

And, I think that was the intent. We're gonna do presentations first.

And, let me back up to Councilwoman Miller-Anderson. Of course, we fully support kids. We wanna hear from them. On our business meetings, we've experienced where, when you and the Mayor decided ya'll wanna give out eighteen presentations…

Councilperson Miller-Anderson: Eighteen certificates.

Councilperson Guyton: Certificates

Councilperson Miller-Anderson: Fifteen.

Councilperson Guyton: And it took forty five minutes.

Councilperson Miller-Anderson: That's not every day though.

Councilperson Guyton: But that's a problem.

That's a problem with me. We're here for business on those days. Now.., now if there's a short, ten, fifteen minute update, that's different.

Councilperson Miller-Anderson: Yeah.

That's what we do all the time.

Councilperson Guyton: Yeah, yeah, but…

Councilperson Miller-Anderson: [Inaudible].

Councilperson Guyton: [Stammer]. You and the Mayor, ya'll have these grandiose presentat'... And that's...

Councilperson Miller-Anderson: That was one time, Chair.

Councilperson Guyton: No. No. No.

That was more than one time. So…

Councilperson Miller-Anderson: That was when we had the kids swear in.

That was during swear in.

Councilperson Guyton: It really cuts into time for business.

That's my point.

Councilperson Miller-Anderson: Their monthly…

Councilperson Guyton: And.., and…

Councilperson Miller-Anderson: …updates…

Councilperson Guyton: …and…

Councilperson Miller-Anderson: …are not like that though, Chair.

Councilperson Guyton: But...

Councilperson Miller-Anderson: That's not the way we do our monthly updates.

Councilperson Guyton: And.., and residents have.., I won't say complain, they just thought it should be done differently.

Councilperson Miller-Anderson: Again, the monthly updates is what I'm talking about right now.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: They are not.., and, you can go back and check the record, the monthly updates have not be thirty, forty-five minutes.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: They are typically five.., less than five minutes is the monthly update.

Mayor Lawson: Mr. Chair?

Councilperson Guyton: Okay.

Councilperson Lanier: Chair?

Councilperson Guyton: Yes.

Monthly updates is different from presentations.

Councilperson Miller-Anderson: Yeah.

Councilperson Guyton: I mean, awards and presentations.

Councilperson Miller-Anderson: Right. I agree.

Councilperson Guyton: Yeah.

Councilperson Lanier: Chair?

I just…

Councilperson Guyton: Mayor Lawson.

Mayor Lawson: Thank you.

I.., I believe that you're talking about when we swore in the.., the Youth Council, and that can be done during our annual swearing in, similar as when we're sworn in. Youth Council should be during the actual meeting for legislative updates, similar to how we had our legislators give the update today because it's an actual extension of the Board, that's governed under the Sunshine and the Council has to abide by them.

But also, the meeting has to be properly noticed. So, I agree that we need to start the meeting at 5:30, with the pledge.

But, let's make sure, the Chair, you work with your Staff too and the City Manager to make sure it's properly outlined on the Agenda so that it can be Pledge of Allegiance, roll call, items that are actually gonna be Awards and Presentations, and then, are we gonna go into Consent after that.

So, we can just flow through the entire meeting. So, we'll be starting the third meeting.., or, the second meeting of the month at 5:30. And, I think that will just resolve the issue.

'Cause, my concern was, we're not properly noticing and we don't have, for the record, any documentations of the proclamations that we read. So, it's not gonna be actually in the backup if we did it the way we were doing.

So, to your point, let's just start it at 5:30 and any other updates from Youth Council or legislative updates would be during the regular meetings.

Councilperson Guyton: Now, [stammer].., what...

Now, how are you going to address the certificates that.., or in presen'.., presentations that ya'll sometimes like to have. And…

Councilperson Miller-Anderson: But…

[Inaudible comment]

Councilperson Miller-Anderson: That's not every.., we don't... We did that for when we swore them in and the All American. That is it. If it wasn't for the All American, it'd only been one time. We don't give...

Councilperson Guyton: I remember…

Councilperson Miller-Anderson: …give certificates to them every...

Councilperson Guyton: Nah.

It's been two…

Councilperson Lanier: So, Chair?

Councilperson Miller-Anderson: Huh?

Councilperson Guyton: Nah, it's been two.

All American. But.., but that was...

Councilperson Miller-Anderson: But, I'm just saying, we don't give out certificates to the kids every week.., every month. That's.., that's never happened.

Councilperson Guyton: No.

Councilperson Miller-Anderson: We give an update where we do a PowerPoint.

Councilperson Guyton: Okay.

Councilperson Miller-Anderson: And that's it.

That's what we do every month. That's the updates that we do.

Councilperson Guyton: Okay.

My.., my point is, thirty, forty minutes…

Councilperson Miller-Anderson: That's not…

Councilperson Guyton: It's…

Councilperson Miller-Anderson: Chair?

[Inaudible comment]

Councilperson Miller-Anderson: Thirty, forty minutes.

You're harping on something that happened once a year.

Councilperson Guyton: It didn't happen once.

Councilperson Miller-Anderson: You…

Councilperson Guyton: Okay.

Mayor Lawson: [Stammer]…

Councilperson Davis Panier: Alright.

So, Chair?

Councilperson Guyton: Ms. Davis Panier.

Councilperson Davis Panier: Okay.

So... Yeah. There... Okay. So, there have been times that we've watched the video and then the youth has spoken and then.., then the two of you spoken. So, it does seem like it's a long time. And I'm not saying that it was thirty, forty minutes every time. So, can we just give a time limit or it can be at the Council meeting, I'm.., I'm great with that. I think that experience is great for them. But... Excuse me.

Councilperson Miller-Anderson: I said five minutes.

Councilperson Davis Panier: You said five minutes. Okay. So, I'm thinking... Okay. Let's just give a time limit and we.., we can move on with it and having it during the Council meeting as we.., I think we all feel that that's important for the Youth.

Councilperson Lanier: Yes.

Councilperson Davis Panier: And, I think...

Councilperson Guyton: And.., and.., and you're on record saying five minutes Councilwoman Miller-Anderson.

Councilperson Lanier: So, Chair?

[Inaudible comment]

Councilperson Lanier: Chair, I recommend that, you know, when we talked about the second.., third Wednesday, that it officially starts at 5:30. We would do it for the Utility District meeting.

Councilperson Guyton: Okay. But still do it once...

Councilperson Lanier: Once a month.

Councilperson Guyton: 5:30.

Councilperson Lanier: 5:30. We just start...

Councilperson Guyton: Regular Agenda.

Councilperson Lanier: Regular Agenda.

We start the meeting at 5:30 and presentations go first.

Councilperson Guyton: And limit the time.

[Inaudible comments]

Councilperson Lanier: So that would mean…

Councilperson Guyton: Yes.

Councilperson Lanier: …that would mean that the.., that would mean that it was just like the Utility District, you could start it at 5:30.

Councilperson Guyton: Okay.

Councilperson Lanier: Same thing. We just do it once a month.

Councilperson Guyton: Okay.

We've got... How many...

Councilperson Lanier: [Stammer].

Councilperson Guyton: …public comment cards.

Councilperson Miller-Anderson: I have a…

City Clerk Hall: We have one…

Councilperson Miller-Anderson: …question.

One.., one more comment, sir.

Councilperson Guyton: Okay.

And, they can start coming up while she's making her...

City Clerk Hall: Fane Lozman.

Councilperson Miller-Anderson: So, when they have.., when they're presenting policy or recommendations for Resolutions or Ordinances, that clearly is not a presentation. Right?

So, that will be conversations between them and the Board. And, I.., I hope we understand that's not gonna be a five minute thing when that starts to happen

Councilperson Guyton: Even if you have substantive issue, there.., there needs to be a time limit. It still can't be thirty, forty minutes. No.

Councilperson Miller-Anderson: Why are you stuck on thirty, forty minutes?

Councilperson Guyton: Because it cuts into the time that we're here.

Councilperson Miller-Anderson: That is not what I'm talking about.

Do you... I mean, I don't understand what you don't understand, is that if they are here to have a conversation about policy, that's what I'm talking about, having conversations. Not doing PowerPoints, I'm talking about an actual policy that they will be bringing forward to the Council.

Now, if you wanna ask questions and make it be thirty, forty minutes, that will be on you but that's not what we're looking to do.

Councilperson Guyton: Okay.

As long as it's not…

[Inaudible comments]

Councilperson Guyton: Okay.

[Inaudible comment]

Councilperson Guyton: Mr. Lozman.

[Pause]

Councilperson Guyton: Are you gonna speak, Mr. Lozman, on this.., on this Item?

[Inaudible comments]

Mayor Lawson: It was an addition.

[Inaudible comment]

Councilperson Guyton: It was an addition.

It was added to the Agenda. And, it's about awards and presentations, whether we're gonna do them separately or at the regular business meeting.

Mr. F. Lozman: [Inaudible in audience].

Councilperson Guyton: Wait.

We.., can't nobody hear you, Mr. Lozman.

Mr. F. Lozman: The acoustics in this room are really terrible.

So, I heard nothing you said at the beginning of the meeting as far as pulling Items off the Agenda and moving them [inaudible]. So, I'm not exactly sure which Item we're talking about.

So, I pass on my comment.

Councilperson Guyton: Okay.

Mr. F. Lozman: There.., there needs to be some kind of accommodation, or maybe an updated Agendas put on that table so people know what's been moved around 'cause I had.., I had no idea what was being moved around.

Councilperson Guyton: Okay.

We'll look into that.

Thank you very much.

13. <u>ITEM NO. 13</u>

<u>CONFIRMATION OF DIRECTION</u>

Item skipped

14. ITEM NO. 14

DISCUSSION BY THE CITY MANAGER

Councilperson Guyton: Okay. Closing comments.

Interim City Manager.

Assistant City Manager Copin: Yeah.

Closing comments are gonna be done by Dr. Starling. She's gonna go through a list of some of the items that were brought up today that we're gonna go over Monday morning.

Councilperson Guyton: Okay.

Dr. Harris.

Assistant to the City Manager Starling: Yes. Good evening, Council.

Staff will bring back the following items and/or updates. Cost estimate of the pool or any updates by 2GHO on Dan Calloway Park project.

An update on the Swim on the Go program.

Expedited plan from Procurement on the Dan Calloway project at the second meeting in September.

Include updates to the Noise Ordinance in the second reading. Those will come back at that time.

An update will be provided to resident that mentioned that she sent something to the Clerk, so the Clerk will provide an update to that resident.

We will continue to provides updates on the Amrit Resort development.

Third Wednesdays presentations go first at 5:30.

Youth Council updates will be treated as legislative updates. So, starting third Wednesdays, we'll do business as normal.

[Inaudible comment]

Councilperson Miller-Anderson: So, it'll still be the third Wednesday?

Councilperson Guyton: Yes.

Councilperson Miller-Anderson: Okay.

Councilperson Guyton: Okay.

Assistant to the City Manager Starling: Thank you. Any additional items?

Councilperson Guyton: You did well.

15. ITEM NO. 15

DISCUSSION BY CITY ATTORNEY

Councilperson Guyton: Ms. Attorney.

City Attorney Wynn: No comment, Mr. Chair.

16. ITEM NO. 16

CITY COUNCILL COMMITTEE REPORTS

Item skipped

17. ITEM NO. 17

STATEMENTS BY THE MAYOR AND CITY COUNCIL

Councilperson Guyton: Mr. Mayor.

Mayor Lawson: Thank you, Mr. Chair.

Only comments, there was a letter passed out at the last meeting, Celeste on the Trail. I know the Attorney had received it and I just wanna make sure if we can get with the Attorney to discuss that letter.

I drove by the project. It's actually almost complete but they can't do the water connections and that's part of the discussion with the concerns and the.., the disagreement with the fee.

I do wanna get that property on the tax roll as soon as possible. So, if we can work out some type of means to bring and give direction for our.., our Council once she reviews the Item with you and go from there.

Thank you, Mr. Chair.

Councilperson Miller-Anderson: Mr. Chair?

Councilperson Guyton: Yes.

Councilperson Miller-Anderson: I didn't hear what he…

What.., what are you talking about.

Mayor Lawson: There was a letter passed out, Celeste on the Trial.

Councilperson Miller-Anderson: The what?

Mayor Lawson: There was a letter passed…

Yeah. The.., the sound is bad, like he said.

There was a letter at the last meeting, passed out for Celeste on the Trail. It's a development over on Military. And, Ms.., Attorney Wynn asked the Board to meet with her Staff last week to address it.

So, if we can make time to meet with her to address the letter and the concerns because the developer's trying to get the water connections connected so that they can begin the rental, but they have a disagreement with the fee and the figure.

So, they wanted to actually go that process of discussing an option of settling the amount, and then having litigation with the Attorney so that they can [stammer] proceed with actually completion of the unit and get it on our tax roll.

Councilperson Miller-Anderson: Okay.

Mayor Lawson: And, Attorney Wynn was gonna set up meetings with everyone.

Councilperson Guyton: Councilwoman Davis Panier.

Councilperson Davis Panier: Good night.

[Chuckles]

Councilperson Guyton: Vice Chair Spiritis.

Councilperson Spiritis: I'd like to congratulate you, Chair, on your thirty-five years of government service.

That.., that's a.., that's a tough thing to.., to reach and…

Councilperson Guyton: Yeah.

Councilperson Spiritis: …congratulations on a job well done.

I just wanna remind people on Singer Island that I understand on September 2nd, I believe.., September 2nd or September 3rd, the Turnberry project is going to be heard by this City Council.

So, if you have a position one way or another, please show up and express your opinion.

Nothing else. Thank you, Chair.

Councilperson Guyton: Thank you, Vice.., Vice Chair.

Council'… [Inaudible]. Councilwoman Lanier.

Councilperson Lanier: I would like to briefly address the letter that was read into the record at our most recent CRA meeting regarding the request for legal representation and legal expense.

I did not anticipate the matter being added to the Agenda that evening, however, I want to be clear about my position. For the last seven years that I have had the privilege of serving on this Council, I have prided myself on being transparent with the residents of Riviera Beach.

I believe that when matters arise involving the City, whether they are good, bad, or uncomfortable, the public deserves to know what is happening. I do not believe the situation should be treated any differently, particularly because the legal matter referenced relates to my service as a Riviera Beach City Councilperson and a CRA Commissioner.

I have a responsibility and, quite frankly, a moral obligation to make sure that nothing involving public business is unnecessarily hidden from the people we serve.

But, I also want to address the larger issue because this is bigger than me. As was articulated by another Member of this Council, elected officials have a right to legal counsel. Not everyone who chooses to serve their community has thousands of dollars readily available to defend themselves simply because someone filed a complaint, initiates an ethics investigation, or becomes involved in a civil matter related to their official duties.

The filing of a complaint or the initiation of an investigation is not a determination of wrongdoing. We should never create a system where only wealthy people can afford to serve in public office.

A working class resident should not be afraid to run for office because one complaint, or one.., or an investigation could financially devastate them before the facts are even determined. And frankly, I am disappointed by the position this Board has taken on that broader issue.

Any one of us sitting on this dais, and which it has, could be faced.., could face a complaint tomorrow. Even a complaint that is ultimately determined to be unfounded can require

an elected official to immediately retain counsel and to spend thousands of dollars simply to protect themselves and respond appropriately.

If we're not careful, that becomes another barrier to public service. Good people will look at the financial risk associated with holding office and decide that serving their community simply is not worth jeopardizing their family's financial security.

The City already has a policy addressing legal representation and legal expenses. I believe we should consider amending our current policy to include a clear process that allows reasonable in legal fees to be authorized and paid upfront when elected officials, appointment.., appointed official, officer, or employee requires legal representation for a matter arising from, or related to, the performance of their official duties.

This is not about giving anyone unlimited legal budget or writing a blank check with taxpayer dollars. It is about making sure that protection contained within our policies are actual.., actually accessible to the people they are intended to protect because requiring someone to personally come out of pocket for thousands, or potentially tens of thousands of dollars, and then seek reimbursement afterwards does not provide meanable protection to someone who simply does not have that kind of money readily available.

A person's ability to defend themselves is a matter arising from their public service should not depend on the size of their bank account. This is a principal that I firmly stand behind.

Thank you.

That was what I wanted to read into the record.

The second question I have is the.., the process for the Parks & Recs Director. Where are we with that?

[Pause]

Councilperson Lanier: Why everybody looking around?

[Inaudible comment]

[Chuckles]

Assistant City Manager Copin: I know that.., I know that we've compiled a list.

We have some qualified applicants and we're moving forward. We're getting ready to start doing interviews.

Councilperson Lanier: So, we're doing what now?

Assistant City Manager Copin: We've compiled a list.

I know that we have a.., a list of some qualified applicants and we're gonna start the interview process.

Councilperson Lanier: You're.., you're starting the interview process for that?

Assistant City Manager Copin: I'm sorry.

I didn't hear.

Councilperson Lanier: You're starting the interview process for the Parks & Recs Director?

Assistant City Manager Copin: Yes, ma'am.

Councilperson Lanier: Okay.

Could.., is there a timeline, like, when you guys are gonna start doing that?

Assistant City Manager Copin: I don't have that readily available.

But, I'll make sure I get that to you tomorrow.

Councilperson Lanier: Thank you very much.

Assistant City Manager Copin: You're welcome.

Councilperson Guyton: Okay.

And, let me just say for the record about that letter being read. When.., when I was approached, maybe I misunderstood, it was my understanding that you requested that it be read into the record.

Did you request that letter be read into…

Councilperson Lanier: Yeah.

I requested it to be read into the… No. I requested to be put on the., on the.., on the Agenda. I did not.., 'cause I sent it on a Monday. I didn't think it would be put on or read two days later.

I thought it would be put on an Agenda item…

Councilperson Guyton: Yeah.

Councilperson Lanier: …coming.

I didn't think it would be happening…. That's why [stammer].., I wasn't here. And I would've never sent it with the expectation that it would be put on the Agenda that same day after.

So, that's the reason why I said what I said because, if that were the case, I would've been here but I was down in.., in Miami for the.., for the.., the conference. So, I sent something on Monday, and then Wednesday it was.., it was a part of the Agenda. I did not know that that was going to happen.

Councilperson Guyton: Yeah.

When I was approached, that was my understanding that that was your request, that's why it was [inaudible]. Now, I might have misunderstood.

Councilperson Lanier: No, no, no.

It was my request but not for that meeting a day later.

Councilperson Guyton: Oh.

Okay.

Councilperson Lanier: It was for a request because I wanted the.., the Board to have an opportunity to read it, to get any information that they needed to have about it. But, I didn't expect it to go on, you know, twenty-four hours later.

Councilperson Guyton: Okay.

I'm sorry. It must have been a miscommunication.

Councilperson Lanier: That's okay.

Councilperson Guyton: I do apologize if you didn't want that to happen.

Okay. Ms. Miller-Anderson, Councilwoman Miller-Anderson.

Councilperson Miller-Anderson: I have nothing.

Councilperson Guyton: And I have nothing.

[Gavel]

ADJOURNMENT

Councilperson Guyton: Meeting adjourned.

[End Of video]

City Employees, Public Comment Speakers and Others

Diane Lewisw	Ms. D. Lewis
Cindy March	Ms. C. March
Gentile & Co – Vice President – George Gentile	Mr. G. Gentile
City Engineer Terrence Bailey	City Engineer Bailey
Development Services Director Clarence Sirmons	Development Services Director Sirmons
Procurement Director LaTonya Ammons	Procurement Director Ammons
State Senator Mack Bernard	State Senator Bernard
State Representative Jervonte Edmonds	State Representative Edmonds
The Pittman Law Group – Intergovernmental Affairs Director Sam Peltier	Mr. S. Peltier
Asistant City Attorney Corey Smith	Assistant City Attorney Smith
Assistant Police Chief Nathan Gordon	Assistant Police Chief Gordon
Annette Dragon	Ms. A. Dragon.
Rochelle Hughes	Ms. R. Hughes
Lloyd Brown	Mr. L. Brown
Matthew Woods	Mr. M. Woods
Antonio Arthay	Mr. A. Arthay
Fane Lozman	Mr. F. Lozman
Virginia Clark	Ms. V. Clark
Diane Lwis	Ms. D. Lewis
Dr. Phillip Dukes	Dr. P. Dukes
Delores Williams	Ms. D. Williams
Malcolm Summers, Sr.	Mr. M. Summers
Michael Jordon	Mr. M. Jordan
Doretta Paulk	Ms. D. Paulk
John Taylor	Mr. J. Taylor
Yon Shuka	Mr. Y. Shuka
Kerry Warner	Ms. K. Warner
Tiffany Williams	Ms. T. Williams

Human Resources & Risk Management .....Human Resources & Risk Mgmt
Brenda Jenkins Director Jenkins

Assistant to the City Manager .....Assistant to the City Manager Starling
Dr. Latronda Starling

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Council members

From: Dawn S. Wynn, Esq., City Attorney

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 106-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Settlement in the case of Leroy Smith v. the City of Riviera Beach, Case No. 502026CA000362; authorizing Preferred Governmental Claims Solutions to make payment in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) as full and final settlement; and providing an effective date.**

Date: December 02, 2026

CC: General Public

Background:

Leroy Smith sustained injuries in a motor vehicle accident that involved a City of Riviera Beach police officer on June 11, 2024. Leroy Smith filed a complaint against the City, Case No. 502026CA000362 arising from his injuries resulting from the motor vehicle accident with a City police officer. Counsel for Leroy Smith and the City negotiated the matter, and Counsel for the City and representatives of Preferred Governmental Claims Solutions concur that settlement in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) is in the City's best interest, subject to City Council's approval.

City Goals:

The Citywide Goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:

$100,000.00

Recommendation:

Staff recommends a Motion to approve Resolution Number 106-26.

Attachments:

1. Resolution Number_No.106-26_Smith_Leroy.doc
2. Leroy Smith Settlement Agreement.pdf

Resolution Number 106-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Authorizing Settlement in the case of Leroy Smith v. the City of Riviera Beach, Case No. 502026CA000362; Authorizing Preferred Governmental Claims Solutions to make payment in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) as full and final settlement; and providing an effective date.

Whereas, Leroy Smith sustained injuries in a motor vehicle accident that involved a City of Riviera Beach police officer on June 11, 2024; and

Whereas, Leroy Smith filed a complaint against the City, Case No. 502026CA000362 arising from his injuries resulting from the motor vehicle accident with a City police officer; and

Whereas, Counsel for Leroy Smith and the City negotiated the matter, and Counsel for the City and representatives of Preferred Governmental Claims Solutions concur that settlement in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) is in the City's best interest, subject to City Council's approval.

Now, therefore be it resolved, by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. That settlement in the matter of Leroy Smith v. The City of Riviera Beach, Case No. 502026CA000362 is hereby approved in the total amount of $100,000.00 inclusive of attorney's fees and costs.

Section 2. That Preferred Governmental Claims Solutions is authorized to make payment on behalf of the City after receiving the appropriate Releases from Leroy Smith.

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

Passed and Approved this _____ day of September 2026**.**

[The Remainder of This Page is Intentionally Left Blank]

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah S. Hall
Master Municipal Clerk
City Clerk

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON: ____

G. SPIRITIS: ____

K. MILLER-ANDERSON: ____

S. LANIER: ____

F. DAVIS-PANIER: ____

Reviewed as to Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

PARTIES

This Settlement Agreement and Release of All Claims, henceforth referred to as the "Agreement," is entered into by and between LEROY SMITH, henceforth sometimes referred to as "Releasor," and CITY OF RIVIERA BEACH, ALEXANDER SMITH, AMBRIDGE PARTNERS LLC. CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON, BRIT GLOBAL SPECIALTY USA, and PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, including all parents, subsidiaries and related entities, henceforth sometimes referred to as "Releasees."

RECITALS

This Agreement is made with reference to the following facts:

The Releasor alleges that LEROY SMITH was injured in an incident which occurred on or about June 11, 2024, at 2501 N. Congress Avenue, Palm Beach County, Florida.

The injuries sustained by LEROY SMITH may be permanent and progressive and recovery there from is uncertain and indefinite.

Certain claims, defenses, causes of action, and disputes may exist or arise out of the incident which occurred on or about June 11, 2024, allegedly affecting the Releasor.

It is the intention of the Releasor to fully and completely settle any and all claims, causes of action and disputes that exist or may arise against Releasees that were caused by the June 11, 2024, incident as of the date this Agreement is executed.

At the time of executing this Agreement, LEROY SMITH is of sound mind and represented by counsel.

RELEASE

In consideration of a payment of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($100,000.00)**, receipt of which is hereby acknowledged by the Releasor, his heirs, personal representatives and assigns, Releasor hereby releases and discharges Releasees, its parents, third party administrators and subsidiaries including, but not limited to, officers, agents, employees, successors and assigns, insurance and excess insurance companies from any and all claims, demands, damages, costs, expenses, and causes of action, whether based on tort, vicarious liability, contract or any other theory of legal recovery, for damages of every type and nature, including but not limited to compensatory damages, punitive damages and attorney's fees, for damages already sustained or that may hereafter be sustained in connection with the June 11, 2024 incident which forms the basis of the lawsuit styled, *LEROY SMITH vs. CITY OF RIVIERA BEACH, Case No. 2026 CA 000362* currently pending in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida.

As further consideration for the payment mentioned above, Releasor hereby authorizes the dismissal, with prejudice, of this lawsuit.

SETTLEMENT OF DISPUTED CLAIMS

Releasees have agreed to enter into this Agreement to avoid the substantial expense, burden, and inconvenience of litigation, trial, and appeal it may incur in further prosecuting or defending these claims and to terminate further controversy respecting the claim of Releasor against Releasees for damages of any and all types, arising from any and all dates as complained of in Plaintiff's Complaint regarding the incident on June 11, 2024, involving the Releasees, including, but not limited to, compensatory damages, punitive damages and attorney's fees that might hereafter be asserted by Releasor, his heirs, personal representatives or assigns. This Agreement shall not be considered as an admission of liability or responsibility of any kind whatsoever on the part of Releasees nor considered as evidence or an admission of liability on the part of Releasees.

This Agreement shall not be considered as an admission of liability or responsibility of any kind whatsoever on the part of Releasees, nor considered as evidence or an admission of liability on the part of Releasees.

WAIVER

In the event that other injuries, damages, losses or consequences not known will be developed or be discovered as a result of those injuries or claims resulting from and/or arising out of any and all dates as complained of in Plaintiffs' Complaint regarding the incident on June 11, 2024, this Agreement and the compromise settlement upon which it is based are expressly intended to cover and include, and do cover and include, all such future injuries, damages, losses or consequences, including all rights of actions and lawsuits arising therefrom and the Releasor hereby expressly waives any and all rights arising out of such other injuries, damages, losses or consequences not now known or anticipated.

Releasor expressly consents that this Agreement shall be given full force and effect according to each of its express terms and provisions, including those related to unknown and unspecified claims, demands and rights, and other lawsuits or other causes of action. Releasor acknowledges and agrees that this section is an essential and material term of this Agreement and the compromise settlement which leads to it and that without the inclusion of this section of the Agreement, this compromise settlement would not have been accomplished nor would Releasees have entered into this Agreement. Releasor has had an opportunity to read and to confer with counsel of choice regarding this Release and Settlement Agreement, including but not limited to this section and, being of competent mind, understand and acknowledge the significance of the Agreement and the waiver provided herein.

NO RELIANCE ON REPRESENTATIONS

Releasor has executed this Agreement without reliance on any representations by the Releasees or any of their representatives, other than those representations set forth in this Agreement.

FLORIDA LAW APPLIES

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision, paragraph, or other portion of this Agreement is found to be void under the laws of the State of Florida, all the remaining portions of this Agreement will still be binding. This Agreement shall not be amended orally.

LIENS AND OTHER CLAIMS

Releasor agrees to pay off and satisfy any and all liens, subrogation interests and claims of any nature or kind whatsoever including but not limited to those for, medical bills, lost wages, workers compensation, charging liens, governmental liens including Medicare and Medicaid liens that have been, may be, or will be asserted as a result of the June 11, 2024 incident, involving the Releasor and the Releasees and to indemnify and hold Releasees harmless for the payment of any and all such liens and claims. In order to do so, the Releasor and his counsel further declare and agree to hold in escrow a sufficient amount from the settlement funds to satisfy any and all liens asserted by Medicare and/or Medicaid and agree that these funds will not be released to any other person until the liens have been satisfied fully from those funds. Releasor and his counsel will forward to defense counsel, upon receipt, documentation from the lien holders confirming that the liens have been satisfied. It is understood and agreed that this paragraph is intended to preclude any further claims or actions against the Releasees seeking reimbursement for liens, and, in the event of any such claims or actions, to make Releasor responsible, legally and financially, for any such claims or actions. Further, Releasor warrants that his alleged injuries arising from the incident is fully recovered and that he will not use Medicare benefits in the future to treat such injury. Additionally, Releasor agrees and acknowledges that any present or future action or decision by CMS or Medicare, including actions regarding LEROY SMITH'S eligibility or entitlement to receive Medicare or Medicare payments, will not render this Settlement Agreement and Release of all Claims void or ineffective, or in any way affect the finality of this settlement. The Releasor understands and agrees that any future medical treatment relating to body parts allegedly injured, sustained or arising out of this accident, occurrence or claim, or expenses incurred by the Undersigned for like or similar injuries, are the sole responsibility of the Undersigned and will not be shifted to the federal government or Medicare. Therefore, there is no risk of shifting future medical expenses to the Medicare program after the settlement of this claim.

Should the Centers for Medicare & Medicaid Services (CMS) (or any of its affiliates or subcontractors) submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare-related expenses alleged by CMS to be associated with this claim at any time in the future, the Undersigned expressly agrees to cooperate with the Releasees or any of their agents, subsidiaries, or designees in responding to or

addressing the claims raised by CMS. This includes, but is not limited to, providing the Releasees with a consent form so they can transmit and receive data to and from CMS (including medical information), providing the Releasees with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the Releasees to properly address any claim(s) by CMS. Furthermore, the Releasor releases, acquits and forever discharges the Releasees from any claim of the action the Releasor may have had pursuant to 42 U.S.C. § 1395y (b)(3)(A).

COSTS AND FEES

Releasor and Releasees agree each party shall bear their own costs and attorneys fees incurred in prosecuting and/or defending the claim described above. In the event that any action, motion or other legal proceeding is undertaken by either party to enforce the terms of this release and settlement agreement, the prevailing party as determined by the court shall be awarded its reasonable costs and attorneys fees incurred in enforcement of the terms of the release.

By my signature below, I acknowledge having read this Agreement and, having had the opportunity to confer with counsel of my choice, understand it and intend to be bound by its terms.

[INTENTIONALLY LEFT BLANK]

THE RELEASOR HAS READ THE FOREGOING RELEASE, HAS HAD THE OPPORTUNITY TO CONFER WITH COUNSEL REGARDING THIS RELEASE, FULLY UNDERSTANDS IT, AND AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS GENERAL RELEASE OF ALL CLAIMS BE CONSTRUED IN FAVOR OF THE RELEASEES.

CAUTION: READ BEFORE SIGNING BELOW

Signed this 19 day of October, 2026 by

Releasor:

AS POA FOR LEROY SMITH

LEROY SMITH

WITNESS

Kayla Callender

WITNESS

STATE OF ~~FLORIDA~~ Georgia)

COUNTY OF Henry)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 19 day of October, 2026 by LEROY SMITH, personally known to me to be the person designated in the foregoing Settlement Agreement and Release Of All Claims as the Releasor, or who has produced a driver's license as identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes described therein.

SWORN AND SUBSCRIBED this 19 day of October, 2026.

My Commission expires: 9/19/2030

N. Davis

NOTARY PUBLIC

STATE OF ~~FLORIDA~~ Georgia AT LARGE

NATALIE DAVIS NOTARY PUBLIC Exp. September 14, 2030 FULTON COUNTY, GA

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Council members.

From: Dawn S. Wynn, Esq., City Attorney

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 128-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Authorizing Settlement in the case of Cornelius Jolly v. the City of Riviera Beach, Case No. 502025CA006202; Authorizing Preferred Governmental Claims Solutions to make payment in the amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) as full and final settlement; and providing an effective date.**

Date: December 02, 2026

CC: General Public

Background:

Cornelius Jolly sustained injuries in a fall while on a catwalk located at the Utility Special District on September 28, 2023. Cornelius Jolly filed a complaint against the City, Case No. 502025CA006202 arising from his injuries sustained during a fall from the catwalk located at the Utility Special District. Counsel for Cornelius Jolly and the City negotiated the matter. Counsel for the City and representatives of Preferred Governmental Claims Solutions concur that settlement in the amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) is in the City's best interest, subject to City Council's approval.

City Goals:

The Citywide Goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:

$160,000.00

Recommendation:

Staff recommends a Motion to approve Resolution Number 128-26.

Attachments:

1. Resolution_Number 128-26_Jolly_Cornelius.docx
2. Signed_Settlement Agreement and Release - Jolly (Final)(303939820.1).cleaned.pdf
3. Signed_Hold Harmless and Aff No Liens - Jolly (Final)(303939932.1).cleaned.pdf

Resolution Number 128-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Authorizing Settlement in the case of Cornelius Jolly v. the City of Riviera Beach, Case No. 502025CA006202; Authorizing Preferred Governmental Claims Solutions to make payment in the amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) as full and final settlement; and providing an effective date.

Whereas, Cornelius Jolly sustained injuries in a fall while on a catwalk located at the Utility Special District on September 28, 2023; and

Whereas, Cornelius Jolly filed a complaint against the City, Case No. 502025CA006202 arising from his injuries sustained during a fall from the catwalk located at the Utility Special District; and

Whereas, Counsel for Cornelius Jolly and the City negotiated the matter, and Counsel for the City and representatives of Preferred Governmental Claims Solutions concur that settlement in the amount of One Hundred Sixty Thousand Dollars and Zero Cents ($160,000.00) is in the City's best interest, subject to City Council's approval.

Now, therefore be it resolved, by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. That settlement in the matter of Cornelius Jolly v. The City of Riviera Beach, Case No. 502025CA006202 is hereby approved in the total amount of $160,000.00 inclusive of attorney's fees and costs.

Section 2. That Preferred Governmental Claims Solutions is authorized to make payment on behalf of the City after receiving the appropriate Releases from Cornelius Jolly.

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

Passed and Approved this _____ day of October 2026**.**

[The Remainder of This Page is Intentionally Left Blank]

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah S. Hall
Master Municipal Clerk
City Clerk

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON: ____

G. SPIRITIS: ____

K. MILLER-ANDERSON: ____

S. LANIER: ____

F. DAVIS-PANIER: ____

Reviewed as to Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

PARTIES

This Settlement Agreement and Release of All Claims, henceforth referred to as the "Agreement," is entered into by and between CORNELIUS JOLLY, henceforth sometimes referred to as "Releasor," and CITY OF RIVIERA BEACH, AMBRIDGE PARTNERS LLC, BRIT GLOBAL SPECIALTY USA, UNDERWRITERS AT LLOYD'S OF LONDON, and PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, including all parents, subsidiaries and related entities, henceforth sometimes referred to as "Releasees."

RECITALS

This Agreement is made with reference to the following facts:

CORNELIUS JOLLY alleges that he was injured on September 28, 2023 while working on behalf of Shenandoah General Construction LLC at the property located at 595 FL-708 Riviera Beach, FL 33404.

The injuries sustained by CORNELIUS JOLLY may be permanent and progressive and recovery therefrom is uncertain and indefinite.

Certain claims, defenses, causes of action and disputes may exist or arise out of any and all dates as complained of in Plaintiff's Amended Complaint regarding the alleged injuries on September 28, 2023.

It is the intention of the Releasor to fully and completely settle any and all claims, causes of action and disputes that exist or may arise against Releasees as of the date this Agreement is executed.

At the time of executing this Agreement, CORNELIUS JOLLY, is of sound mind and represented by counsel.

RELEASE

In consideration of an immediate cash payment of **ONE HUNDRED AND SIXTY THOUSAND DOLLARS ($160,000.00)**, Releasor hereby releases and discharges Releasees, their parents and subsidiaries including, but not limited to, officers, agents, employees, successors and assigns, insurance and excess insurance companies from any and all claims, demands, damages, costs, expenses, and causes of action, whether based on tort, vicarious liability, contract or any other theory of legal recovery, for damages of every type and nature, including but not limited to compensatory damages, punitive damages and attorney's fees, for injuries and damages already sustained or that may hereafter be sustained in connection with the incident(s) which forms the basis of the lawsuit styled *Cornelius Jolly v. City of Riviera Beach.* This amount is inclusive of Medical Payment Coverage "med pay."

As further consideration for the payment mentioned above, Releasor hereby authorizes the dismissal, with prejudice, of this lawsuit.

SETTLEMENT OF DISPUTED CLAIMS

Releasees have agreed to enter into this Agreement to avoid the substantial expense, burden, and inconvenience of litigation, trial, and appeal it may incur in further prosecuting or defending these claims and to terminate further controversy respecting the claim of Releasor CORNELIUS JOLLY for damages of any and all types, arising from any and all dates as complained of in Plaintiff's Amended Complaint, including, but not limited to, compensatory damages, punitive damages and attorney's fees that might hereafter be asserted by Releasor, his heirs, personal representatives or assigns. This Agreement shall not be considered as an admission of liability or responsibility of any kind whatsoever on the part of Releasees nor considered as evidence or an admission of liability on the part of Releasees.

WAIVER

In the event that other injuries, damages, losses or consequences not known will be developed or be discovered as a result of those injuries or claims resulting from and/or arising out of any and all dates as complained of in Plaintiff's Amended Complaint, this Agreement and the compromise settlement upon which it is based are expressly intended to cover and include, and do cover and include, all such future injuries, damages, losses or consequences, including all rights of actions and lawsuits arising there from and the Releasor hereby expressly waives any and all rights arising out of such other injuries, damages, losses or consequences not now known or anticipated.

Releasor expressly consents that this Agreement shall be given full force and effect according to each of its express terms and provisions, including those related to unknown and unspecified claims, demands and rights, and other lawsuits or other causes of action. Releasor acknowledges and agrees that this section is an essential and material term of this Agreement and the compromise settlement which leads to it and that without the inclusion of this section of the Agreement, this compromise settlement would not have been accomplished nor would Releasees have entered into this Agreement. Releasor has had an opportunity to read and to confer with counsel of choice regarding this Release and Settlement Agreement, including but not limited to this section and, being of competent mind, understand and acknowledge the significance of the Agreement and the waiver provided herein.

NO RELIANCE ON REPRESENTATIONS

Releasor has executed this Agreement without reliance on any representations by the Releasees or any of their representatives, other than those representations set forth in this Agreement.

FLORIDA LAW APPLIES

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision, paragraph, or other portion of this Agreement is found to be void under the laws of the State of Florida, all the remaining portions of this Agreement will still be binding. This Agreement shall not be amended orally.

LIENS AND OTHER CLAIMS

Releasor agrees to pay off and satisfy any and all liens, subrogation interests and claims of any nature or kind whatsoever including but not limited to those for, medical bills, lost wages, workers compensation, charging liens, governmental liens including Medicare and Medicaid liens that have been, may be, or will be asserted as a result of the Incident involving the Releasor and the Releasees and to indemnify and hold Releasees harmless for the payment of any and all such liens and claims. In order to do so, the Releasor and his counsel further declare and agree to hold in escrow a sufficient amount from the settlement funds to satisfy any and all liens asserted by Medicare and/or Medicaid and agree that these funds will not be released to any other person until the liens have been satisfied fully from those funds. Releasor and his counsel will forward to defense counsel, upon receipt, documentation from the lien holders confirming that the liens have been satisfied. It is understood and agreed that this paragraph is intended to preclude any further claims or actions against the Releasees seeking reimbursement for liens, and, in the event of any such claims or actions, to make Releasor responsible, legally and financially, for any such claims or actions. Releasor agrees and acknowledges that any present or future action or decision by CMS or Medicare, including actions regarding CORNELIUS JOLLY's eligibility or entitlement to receive Medicare or Medicare payments, will not render this Settlement Agreement and Release of all Claims void or ineffective, or in any way affect the finality of this settlement. The Releasor understands and agrees that any future medical treatment relating to body parts allegedly injured,

sustained or arising out of this incident, occurrence or claim, or expenses incurred by the Releasor for like or similar injuries, are the sole responsibility of the Releasor and will not be shifted to the federal government or Medicare. Therefore, there is no risk of shifting future medical expenses to the Medicare program after the settlement of this claim.

Should the Centers for Medicare & Medicaid Services (CMS) (or any of its affiliates or subcontractors) submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare-related expenses alleged by CMS to be associated with this claim at any time in the future, the Releasor expressly agrees to cooperate with the Releasees or any of their agents, subsidiaries, or designees in responding to or addressing the claims raised by CMS. This includes, but is not limited to, providing the Releasees with a consent form so they can transmit and receive data to and from CMS (including medical information), providing the Releasees with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the Releasees to properly address any claim(s) by CMS. Furthermore, the Releasor releases, acquits and forever discharges the Releasees from any claim of the action the Releasor may have had pursuant to 42 U.S.C. § 1395y (b)(3)(A).

COSTS AND FEES

Releasor and Releasees agree each party shall bear their own costs and attorneys fees incurred in prosecuting and/or defending the claim described above. In the event that any action, motion or other legal proceeding is undertaken by either party to enforce the terms of this release and settlement agreement, the prevailing party as determined by the court shall be awarded its reasonable costs and attorneys fees incurred in enforcement of the terms of the release.

By my signature below, I acknowledge having read this Agreement and, having had the opportunity to confer with counsel of my choice, understand it and intend to be bound by its terms.

THE RELEASOR HAS READ THE FOREGOING RELEASE, HAS HAD THE OPPORTUNITY TO CONFER WITH COUNSEL REGARDING THIS RELEASE, FULLY UNDERSTANDS IT, AND AGREES THAT ALL DOUBTS AND AMBIGUITIES IN CONNECTION WITH THIS GENERAL RELEASE OF ALL CLAIMS BE CONSTRUED IN FAVOR OF THE RELEASEES.

CAUTION: READ BEFORE SIGNING BELOW

Releasor:

_____
CORNELIUS JOLLY

_____
WITNESS

_____
WITNESS

STATE OF FLORIDA)
COUNTY OF Palm Beach)

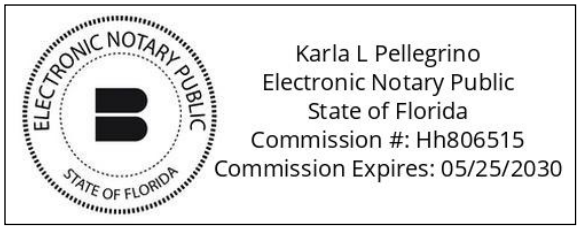
BEFORE ME, a notary public, duly authorized to take acknowledges in the County of Palm Beach, personally appeared Cornelius Jermaine Jollyas authorized person on behalf of CORNELIUS JOLLY, personally known to me to be the person designated in the foregoing Settlement Agreement and Release Of All Claims as the Releasor, or who has produced a driver's license as identification, and who acknowledged before me that she executed the same freely and voluntarily for the purposes described therein.

SWORN AND SUBSCRIBED this 4th day of November, 2026.

My Commission expires:

_____
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

Notarized online using audio-video communication technology



HOLD HARMLESS AND AFFIDAVIT OF NO LIENS

STATE OF FLORIDA)
) SS
COUNTY OF)

For the purposes of this document, the terms **CLAIMANT, RELEASEES, INCIDENT and FUNDS** shall refer to the individuals, incident and the amount as follows:

A. **CLAIMANT** is: CORNELIUS JOLLY

B. **RELEASEES** are: CITY OF RIVIERA BEACH

C. **INCIDENT** is: Allegations which form the basis of the lawsuit styled Cornelius Jolly vs. City of Riviera Beach, Circuit Court Case number 50-2025-CA-006202-XXXA-MB currently pending in the 15th Judicial Circuit in and for Palm Beach County, Florida

D. **FUNDS** are: One Hundred and Sixty Thousand Dollars and 00/100 ($160,000.00)

Wherefore CLAIMANT is about to consummate settlement of his claim as arising out of the INCIDENT for the FUNDS to be paid to CLAIMANT by or on behalf of RELEASEES pursuant to said settlement, CLAIMANT desires to make certain representations, covenants and agreements under oath.

CLAIMANT hereby agrees to assume responsibility for and satisfy or otherwise resolve all unpaid liens arising from services or materials rendered to or on behalf of CLAIMANT in connection with the September 28, 2023 incident, including the workers' compensation lien asserted in this case. This agreement is made to induce the RELEASEES to enter into this settlement and pay the FUNDS to CLAIMANT without procuring releases of such liens.

CLAIMANT covenants and agrees to indemnify, protect and save from harm RELEASEES from any and all claims of lien, including but not limited to, medical providers, medical insurance companies, HMO's, Medicare, Medicaid and worker's compensation liens, and any other liens as arising out of or related to the INCIDENT aforesaid.

CLAIMANT hereby covenants and agrees to indemnify, protect and save from harm RELEASEES against any and all loss, cost, and expenses whatsoever arising on account of any action, claim or demand which anyone, individual, firm or corporation, may hereinafter bring or assert on account of any injury, loss or damage resulting from, or arising out of or related to the INCIDENT referred to above. This indemnification does not extend to any claims, losses, costs, or expenses arising from injuries, damages, or

obligations of any other person or entity, except to the extent such claim is derivative of or based upon payments or benefits made to or on behalf of CLAIMANT.

FURTHER CLAIMANT SAYETH NAUGHT.

BEFORE ME the undersigned authority, personally appeared the **CLAIMANT** referred to hereinafter who first being duly sworn, deposed and testified to the truth of the foregoing for the purposes expressed therein and who, by his signature hereto, indicate his desire and intent to be bound hereby.

_____ _____

WITNESS CLAIMANT, Produced _____ as identification

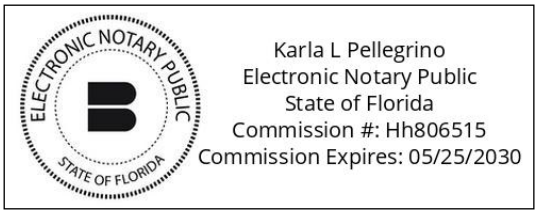
SWORN AND SUBSCRIBED this 4th day of November, 2026.

My Commission expires:

_____

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

Notarized online using audio-video communication technology



City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Aladia Franks, Special Events Manager

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 135-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the temporary road closure for upcoming amateur athletic events requesting special event permits; and providing for an effective date**

Date: December 02, 2026

CC: General Public

Background:
The temporary road closures are being requested to facilitate the conduct of amateur athletic special events.

City Goals:
The Citywide Goals are to Strengthen Community Engagement and to Achieve a Sustainable Economy.

Fiscal/Budget Impact:
This agenda item has no fiscal impact.

Recommendation:
Staff recommends a Motion to approve Resolution Number 135-26.

Attachments:
1. Resolution Number 135-26.docx

RESOLUTION NO. 135-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TEMPORARY ROAD CLOSURE FOR UPCOMING AMATEUR ATHLETIC EVENTS REQUESTING SPECIAL EVENT PERMITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach recognizes and supports amateur athletic special events as they enhance community wellness and contribute to the local economy; and

WHEREAS, the safe and successful execution of such events requires temporary road closures to ensure the safety of participants, vendors, and spectators, and to allow for appropriate event setup and operations; and

WHEREAS, City staff is seeking authorization to implement temporary road closures for various amateur athletic events that have applied for, or are expected to apply for, special event permits;

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 hereby approves the temporary road closures for the following annually hosted amateur athletic events on the dates and times outlined below:

Event 1: 6th Annual MLK 5K and Divine Nine 5K Challenge
Partial closure begins on Saturday, January 23, 2027, at 7:00 AM **to** 10:00 AM**.** The affected areas include just west of President Barack Obama Highway to just east of Congress Avenue.

Event 2: Bridge the Gap 5K
Road closures will be in effect on Saturday, February 27, 2027, from 5:30 AM to 10:30 AM. The route begins on North Ocean Avenue, from Ocean Mall north to Surf Road, returning via South Ocean Avenue, crossing the Blue Heron Bridge, and ending at Ocean Mall. The affected areas include North Ocean Avenue from Ocean Walk North to Surf Road, South Ocean Avenue, including the Blue Heron Bridge, and the ending point at Ocean Walk.

Event 3: Singer Island Beach Polo (Beach Polo Event)
Road closures will affect North Ocean Avenue, located on the east side of the Ocean Walk Mall, between Beach Road and North Ocean Avenue**.** The closure will begin on Friday, January 16, 2027 at 2:00 PM and will end on Saturday, January 17, 2027 at 7:00 PM**.**

Event 4: Singer Island Half Marathon and 10K
The event will take place on Saturday, March 27, 2027 from 6:00 AM to 11:00 AM**.** A lane closure will be in effect on Blue Heron Blvd from Lake Shore Drive to North Ocean Ave between 6:30 AM and 9:30 AM**.** One traffic lane will be closed, while the second lane will remain **open to vehicles** during this time. The event will end **at** Ocean Walk**.**

Event 5: Palm Beaches Triathlon (Game-On Race Events: Swim, Bike and Run event)
The event will take place on Saturday, July 11, 2027 from 6:45 AM to 11:30 AM**. A** lane closure will be in effect on Blue Heron Blvd from Lake Shore Drive to North Ocean Ave between 6:30 AM and 10:30 AM. One traffic lane will be closed, while the second lane will remain open to vehicles during this time. The event will end at Ocean Walk**.**

Event 6: WODaMania is a charity fitness competition, which was previously held in 2019, 2022 and 2023 at the Municipal Beach. Road closures will begin on Friday, December 4, 2026, and continue through Saturday, December 5, 2026, from 8:00 AM to 6:00 PM, along 2500 Ocean Drive.

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

APPROVED:

_____

Douglas Lawson
Mayor

Attest:

_____

Debrah Hall
City Clerk
Certified Municipal Clerk

Reviewed at to Legal Sufficiency

_____
Dawn Wynn, City Attorney

Date:_____

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier ____

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Aladia Franks, Special Events Manager

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 154-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the temporary road closure of Dr. Martin Luther King Jr. Blvd. and certain portions of other ancillary streets; authorizing a contingency route; authorizing staff to submit the appropriate Department of Transportation permit application(s) for the 43rd Annual Dr. Martin Luther King Jr. Holiday Parade; and providing for an effective date.**

Date: December 02, 2026

CC: General Public

Background:

The City's annual Dr. Martin Luther King, Jr. Holiday Parade and Celebration is entering its **43rd year** and serves as a longstanding community tradition that honors the life, legacy, and achievements of Dr. Martin Luther King, Jr. through a parade and community celebration that promote unity, diversity, and civic engagement.

Staff requests authorization to temporarily close certain streets and thoroughfares on Saturday, January 16, 2027, to facilitate the safe and orderly conduct of the 43rd Annual Dr. Martin Luther King Jr. Holiday Parade and Celebration, including the staging, procession, and dispersal of participants and attendees.

City Goals:

The Citywide Goal is to Strengthen Community Engagement.

Fiscal/Budget Impact:

Undeterminable at this time.

Recommendation:

Staff recommends a Motion to approve Resolution Number 154-26.

Attachments:

1. Resolution Number_154-26-25mlkparade2027 Revised.docx

Resolution Number 154-26

A Resolution of The City Council of The City of Riviera Beach, Palm Beach County, Florida authorizing the temporary closure of Dr. Martin Luther King, Jr. Blvd. and certain portions of city and streets; authorizing staff to submit the appropriate Department of Transportation permit application(s) for the 43rd Annual Dr. Martin Luther King Jr., Parade and providing for an effective date.

Whereas, the City of Riviera Beach annually recognizes and celebrates the birthday of former civil rights leader Dr. Martin Luther King Jr; and

Whereas, staff is seeking permission to submit the appropriate applications to the Department of Transportation to facilitate said road closures.

Whereas, staff is seeking authorization to temporarily close Dr. Martin Luther King Jr. Boulevard., Congress Avenue and certain other streets in the city for the Rev. Dr. Martin Luther King Jr. parade.

Now, therefore be it resolved by The City Council of The City of Riviera Beach, Palm Beach County, Florida as follows:

Section 1. Authorize the following road closures on January 16, 2027, for the parade: Dr. Martin Luther King Jr. Blvd. from Congress Ave, to Ave. O to 10th Street, during the hours 6:30 a.m. until 3:00 p.m.

Section 2. Authorize the use of the Dan Calloway Recreation Complex located at 1420 West 10th Street and overflow parking lot, to be used for parade activities until 3:00 p.m.

Section 3. Authorize electronic signage to be strategically placed throughout the city's main corridors, at least thirty days prior to the parade, to properly notify residents and business of this scheduled special event.

Section 4. Authorize staff to beautify the parade route in preparation of the upcoming parade in January 2027.

Section 5. This Resolution shall take effect upon its passage and approval by the City Council.

Passed and Approved This _____ Day of December, 2026

APPROVED:

_____

Douglas Lawson
Mayor

ATTEST:

_____

Deborah Hall, CMC
Master Municipal Clerk
City Clerk

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON: _____

K. MILLER-ANDERSON _____

S. LANIER: _____

G. SPIRITIS: _____

F. PANIER: _____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Terrence N. Bailey, Capital Projects Administrator

Through: William E. Wilkins, City Manager

Subject: **Staff will provide a status update on the progress at Dan Calloway Park.**

Date: December 02, 2026

CC: General Public

Background:
City Staff will provide the Council with an update on the Dan Calloway Park.

City Goals:
The Citywide Goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:
There is not a Fiscal/Budget Impact.

Recommendation:
Staff recommends that the City Council receive this Presentation.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Dr. Latronda Hayes, Assistant to the City Manager, PH.D.

Through: William E. Wilkins, City Manager

Subject: **Black Wall Street South Initiative Presentation.**

Date: December 02, 2026

CC: General Public

Background:

Building upon the inaugural Black Wall Street South event held in 2025, organized by Global Resources Initiatives, Inc., with support from the City of Riviera Beach, the initiative seeks to expand economic opportunities for residents, entrepreneurs, and small business owners. The inaugural event featured nationally recognized speakers and subject matter experts who shared valuable insights on entrepreneurship, economic empowerment, financial literacy, and wealth creation.

In 2027, Black Wall Street South will be held in conjunction with the Dr. Martin Luther King Jr. holiday weekend for the first time. This alignment gives the City of Riviera Beach a strategic opportunity to move beyond celebrating Dr. King's dream and support initiatives that translate that vision into meaningful economic opportunities and measurable benefits for residents.

Through continued collaboration, the City seeks to support efforts that equip residents, entrepreneurs, and small business owners with practical tools, resources, and strategies to establish and expand businesses, strengthen financial stability, build and preserve wealth, and create sustainable pathways to economic independence.

The overarching objective is to foster long-term economic empowerment, small business

development, and generational prosperity. By linking Dr. King's legacy to practical opportunities for economic advancement, the City can shift the conversation from celebrating the dream to creating the conditions for residents to achieve it, while building a lasting foundation for future generations.

City Goals:

The Citywide Goals are Strengthening Community Engagement and Building Great Neighborhoods.

Fiscal/Budget Impact:

The total funding request is $24,800.

Recommendation:

Staff recommends that the City Council receive this Presentation.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Clarence Sirmons, Director of Development Services, AICP

Through: William E. Wilkins, City Manager

Subject: **Ordinance Number 4279: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5)(e), Minimum Building Setbacks and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for applicability, conflicts, severability, and codification; and providing for an effective date.**

Date: December 02, 2026

CC: General Public

Background:

The Applicant is requesting a text amendment to Section 31-243(5)(e) of the City's Code to modify the high-rise setback requirement, and to create Section 31-243 (12) (Parks and Recreation Trust Fund) to allow projects on narrow lots to provide a limited amount of reduced open space, and requiring a fee in lieu to the new Trust Fund. The proposed Ordinance Number 4279 was reviewed by the City Council on February 18, 2026. The Council voted to approve the first reading of this item, but requested that the applicant meet with staff, and hold a public community meeting prior to the second reading to review and discuss the proposed text amendment. In accordance with the request made by the City Council at the February 18, 2026, hearing, the applicant held a public community meeting to review and discuss the proposed text amendment and project on April 16, 2026. Property owners within 300 feet were notified of the proposed meeting, and a summary report of the

meeting is attached along with the previous public meetings. The Ordinance language has been modified since 1st Reading, to establish a minimum tower setback for all projects of 36 feet, and to address community concerns during first reading. A project designed to maximize both the height, and the reduced open space could only achieve a maximum high-rise setback reduction of 20 feet on each side. The amendment was delayed from proceeding to second reading as recent changes by the Florida Legislature required that the city amend the Minority Employment and Affordable Housing Ordinance before future projects can utilize the affordable housing incentives. Following approval of the MEAHOP Ordinance amendment, the related site plan project can proceed with consideration. The related site plan project will be required to contribute a minimum of $840,000 or 3.5% of the sales price of the 8 units whichever is greater.

The RM-20 zoning is a multi-family high-rise zoning district. It is located in limited places within the city. The primary area is found along the east side of North Ocean Drive, adjacent to the Ocean, north of Ocean Reef Park. The other area is along the west side of the Intracoastal Waterway between Wilma Circle and the US Coast Guard Station (Riviera Drive). The properties within this district are more than 90% developed. There are two, smaller areas of RM-20 along MLK Blvd and Military Trail.

The proposed amendment will allow relatively narrow lots to develop high-rise structures that are functional and can be designed to provide some architectural design variation while meeting the development potential of the properties. Projects will still be required to provide standard setbacks, while maintaining a reduced additional high-rise setback. Staff worked extensively with the Applicant to create a code amendment that would help narrow properties develop/redevelop in an optimum manner, generate revenue for future parks and recreation open space projects, and continue to achieve appropriate setbacks from adjacent properties.

The Planning and Zoning Board reviewed the zoning amendment and related site plan application on February 13, 2025. The Board voted to recommend denial, providing the primary concern was that the applicant was not required to notify surrounding property owners. The applicant has since then voluntarily notified property owners within 300 feet and held a community meeting to review the project. The proposed Ordinance creates a Parks and Recreation trust fund, the funding will be required through the Site Plan approval process, collected by the Finance Department, and expended by the Parks and Recreation department for future projects within the City. The related site plan application from the Applicant will provide $100,000 in funding for future Parks and Recreation projects. Staff recommends approval of Ordinance 4279. This text amendment will enable high-quality building design on narrow lots within the RM-20 zoning district. The creation of a Parks and Recreation trust fund will generate revenue for future City Parks and Recreation projects, which can be utilized for Parks project anywhere in the City. The design flexibility will allow new projects to

maximize the City's tax base as new development occurs. This aligns with the City-wide goal of "build great neighborhoods".

City Goals:

The Citywide goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:

None

Recommendation:

Staff recommends approval of Ordinance Number 4279.

Attachments:

1. Text_Amendment_Ordinance_4279_-__Turnberry (13).docx
2. Revised_Turnberry_Staff_Report.v3 (1).docx
3. Singer Island - ULU Application 7.17.24.cleaned.pdf
4. Combined Sign Posting, Mailers, Radius Map and Adjacent Property Owners List.pdf
5. Site Plan Project Narrative 2.2025_v1 (6).pdf
6. Riviera_Beach_business-impact-estimate-Ordinance_4279.pdf
7. Petition and Letters in Opposition to this text Amendment & Site Plan.pdf
8. Copies of Community Meetings and Notices of Community Meetings.pdf
9. Text_Amendment_2.6.25_DIVISION_9.___RM_20._CLS_Edits.v3 (1).docx
10. Turnberry Text Amendment Advertisement.pdf
11. Mailer Affidavit December.pdf
12. Sign Affidavit December.pdf
13. December 2026 Public Hearing - Ordinance 4279.pdf

ORDINANCE NUMBER 4279

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e), Minimum Building Setbacks and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for Applicability, Conflicts, Severability, and Codification; and providing for an Effective Date.

WHEREAS, the City of Riviera Beach, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City's Code of Ordinances controls and directs the development of land within the municipal limits of the City by way of text and maps; and

WHEREAS, as the governing body, the City Council of the City of Riviera Beach ("the City Council"), pursuant to the authority vested in it by Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, The applicant, HHC Singer Island, LLC, is petitioning the City of Riviera Beach for a Text Amendment to the City's Zoning Code To Amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e), Minimum Building Setbacks and creating Section 31-243 (12) (Parks and Recreation Trust Fund); and

WHEREAS, the application materials are consistent with Article V, Division 9 of Chapter 31 – 243 (5) (e), Minimum Building Setback requirement of the City of Riviera Beach Zoning Code; and

WHEREAS, the Planning and Zoning Board reviewed the proposed application ZA-24-0005, along with corresponding documents and the City staff report on February 13, 2025, and recommended denial to the City Council; and

WHEREAS, the City Council of the City of Riviera Beach finds that the proposed amendment to the Land Development Code (Zoning Code) (ZA-24-0005) is consistent with the City's Comprehensive Plan and promotes the health, safety, and welfare of the residents of the City and the general public

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

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

SECTION 2. The City Council of the City of Riviera Beach hereby approves this amendment to the Land Development Regulations (attached as Exhibit A).

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance for any reason is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. The effective date of this ordinance, if this Amendment is not timely challenged, shall be the date of adoption.

PASSED AND APPROVED on first reading this ____ day of _____, 2026

PASSED AND ADOPTED on second and final reading this ____ day of _____ 2026.

The remainder of this page is intentionally left blank.

APPROVED:

_____
Doug Lawson
Mayor

_____
Bruce Guyton
Chairperson

ATTEST:

_____
Dr. Glen Spirits, Ph. D
Chair Pro Tem

_____
Debrah Hall
City Clerk
Certified Master Municipal Clerk

_____
Shirley Lanier
Councilperson

_____
KaShamba Miller-Anderson
Councilperson

_____
Fercella Davis-Panier
Councilperson

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:	_____	**MOTIONED BY:**	_____
SECONDED BY:	_____	**SECONDED BY:**	_____
B. GUYTON	____	**B. GUYTON**	____
K. MILLER-ANDERSON	____	**K. MILLER-ANDERSON**	____
S. LANIER	____	**S. LANIER**	____
G. SPIRITIS	____	**G. SPIRITIS**	____
F. DAVIS-PANIER	____	**F. DAVIS-PANIER**	____

Reviewed as to Legal Sufficiency:

_____
Dawn S. Wynn
City Attorney

Date: _____

Exhibit A

The wording that is in **bold and <u>underlined,</u>** denotes the proposed text amendment.

(5) Minimum building setbacks:

a. Front:

1. Main structures more than two stories in height, 100 feet.

2. Main structures two stories or less in height, 50 feet.

3. Accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., 50 feet. This regulation does not apply to ornamental walls and gatehouses, which shall set back 15 feet from the front property line.

b. Side:

1. Ten percent of the lot or 20 feet, whichever is greater, shall be maintained for all structures, excluding accessory structures two stories or less.

2. The accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., which are two stories or less, shall be set back a minimum of 20 feet.

c. Rear: 15 percent of the lot, but not to exceed 100 feet.

d. Ocean: the 1997 Coastal Construction Control Line.

e. High-rise setback:

<u>1. Except as specified in subsection (5)(e)(2) below,</u> all buildings in excess of two stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.

<u>2. A building that complies with the following standards shall not be required to provide two feet additional setback from each property line:</u>

<u>a. Developer pays a fee in lieu of additional open space to the Parks and Recreation trust fund pursuant to Section 31-243(12).</u>

<u>b. Property abuts North Ocean Drive and has less than 200 feet of frontage along North Ocean Drive.</u>

<u>c. The tower portion of the structure (any floor in excess of two stories) shall have a minimum aerial distance of 36 feet from the property line.</u>

f. For property located west of Lake Worth, minimum setbacks are as follows:

1. Front: 20 feet.

2. Side: seven feet; 12½ feet on side street.

(6) Rear: 15 percent of the length of the lot or 20 feet, whichever is less.

(7) High-rise setback: all buildings in excess of two stories shall provide two feet additional setback from each property line for each additional story of height.

(8) Floor area ratio: the ratio of all aggregate residential floor area to site area shall not exceed 1.3:1.

(9) Maximum lot coverage: 70 percent of the aggregate site area computed in subsection (3) of this section, density transfer, for all structures inclusive of accessory structures, i.e., parking structures, recreational decks, boiler and generator rooms, etc.

(10) Maximum north/south width: 110 feet for main structures. For the purposes of this regulation the accessory structures, e.g., parking garages, etc., two stories or less in height shall not be considered as part of the main building.

(11) Minimum recreation facilities and amenities:

a. Outdoor: one swimming pool, one tennis court or comparable recreational space and a designated area for sunning, picnics, etc., for residents of the project. Additionally, the following amenities are optional: putting greens, shuffleboard courts, wading pools, observation decks, exercise paths, etc.

b. Indoor: one multipurpose room for parties, games and group assembly and an exercise room. Additionally, the following amenities are optional: billiard room, library, sauna, etc.

c. Note: a pavilion may be provided, either inside or outside, as a substitute for one of the above minimum requirements.

(12) Parks and Recreation trust fund established; contributions in lieu.

a. There is hereby established a Parks and Recreation Trust Fund. Contributions to the Parks and Recreation Trust Fund are voluntary and are separate and apart from any park impact fee assessed by the city.

b. Funds withdrawn from the Parks and Recreation Trust Fund shall be used for the purpose of building, preserving, rehabilitating, and/or otherwise providing access to recreational and open space to residents and visitors of the city. However, such funds shall not be used to pay for infrastructure projects.

c. The finance department shall administer the Park and Recreation Trust Fund. At least once each fiscal year, the city manager or designee shall present to the city council a report on the status of the parks and recreation trust fund.

d. In lieu of meeting the setback requirement of section 31-243(5)(e)(1), the developer of a building that meets the requirements of section 31-243(5)(e)(2) may contribute to the Parks and Recreation Trust Fund according to the following calculations and payment schedule:

1. The contribution shall be equal to $50,000.00 for every .25 acres of open space that a high rise development does not provide as required by section 31-243(5)(e)(1), with a minimum contribution of $100,000.00 to be paid per project.

2. One half of the contribution shall be paid to the Parks and Recreation Trust Fund prior to the issuance of the first building permit for the Development. Site work permits and infrastructure work shall be considered a building permit for the purposes of this ordinance. The remainder of the fee in lieu shall be paid to the City prior to the issuance of the first certificate of occupancy for the development. For the purposes of this ordinance, temporary certificates of occupancy shall be considered a Certificate of Occupancy.

Development Services Department
Web: www.rivierabch.com
Office: 561-845-4060

CITY OF RIVIERA BEACH STAFF REPORT
CASE NUMBER: ZA-24-0005 and SP-24-0013
A REQUEST FROM

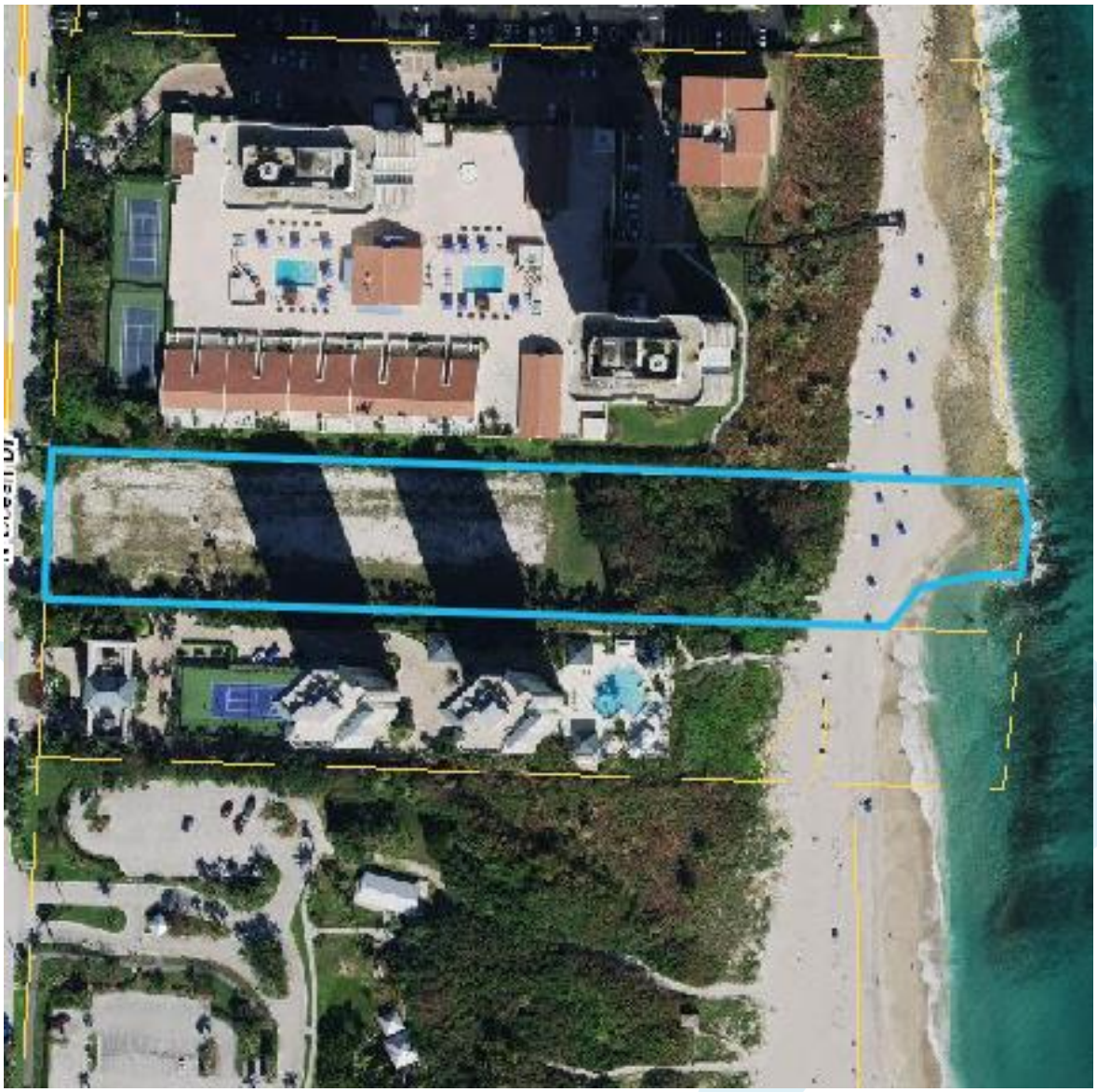
An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e) and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for Applicability, Conflicts, Severability, and Codification; and providing for an Effective Date.

AND

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"), on the property located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.

Applicant:

HHC Singer Island ("Owner and Applicant")
601 North Congress Avenue, Suite 114
Delray Beach, Florida 33445-4627



Special Note:

On February 18, 2026, the City Council approved on first reading a Zoning Code text amendment request (Ordinance 4279) by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5) (e), Minimum Setbacks and creating Section 31-243 (12) (Parks and Recreation Trust Fund). During the Council's discussion and public testimony, the Council directed staff to work with the applicant to resolve any issues with the request. Also, the City Council directed the applicant to hold a public meeting with the affected local community to review and discuss the local residents concerns regarding the proposed text amendment and the subsequent proposed site plan. On

April 16, 2026, the applicant held a public virtual community meeting and invited any and all residents to dial-in and voice their interest or concerns regarding the applicant's project. The applicant presented an overview of their project to the 5 residents that attended the virtual meeting. The meeting centered around two issues, first, the need for a wind tunnel study and a shadow study. The applicant made a power point presentation regarding the shadow study request and the applicant invited the residents to contact their engineer regarding a wind tunnel study.

At this time, here is a list of public community meetings:
1. A Virtual Town Hall meeting on Wednesday, March 24, 2021.
2. November 3, 2023: Meeting at the Oasis Condominium Lounge (with the Condo Board and Staff).
3. December 19, 2023: Meeting at the Martinique 2 Condominium, with Condo Property Owners.
4. March 14, 2025: held at 1229 East Blue Heron Boulevard, notices sent to addresses located within 300 feet of the property.
5. April 1, 2025: held at the Martinique involving the residents there.
6. October 9, 2025: A zoom Link meeting with residents, notices sent to addresses located within 300 feet of the property.
7. April 16, 2026: Public Virtual Community Meeting.

Bonus Density and MEAHOP:

According to Section 31-243 (2) & (3) (Property Development Standards), in the City's Zoning Code,

(2) Bonus density: the bonus density shall be as established in chapter 26, entitled, Minority Employment and Affordable Housing Opportunity Plan (MEAHOP).

(3) Density transfers: calculation of total site area to derive appropriate density transfer shall be computed as follows:
a. Total land area on Singer Island from the westernmost property line, east of the right-of-way of S.R. 703 (A1A) to the 1997 coastal construction setback line as established by the State of Florida shall be computed at 100 percent of the total dry land area between those two points.
b. Total land area east of the 1997 coastal construction control line to the mean high-water line or the easternmost property line, whichever is less, shall be calculated at 50 percent of the total land area between those two points.
c. Total area of wetlands, marshes, lagoons and known mangrove habitat shall not be computed for density transfer purposes.

Thus 2.61 acres is what the applicant can use for density calculation. In order for the applicant to obtain the requested 52 dwelling units, they will need to participant in the MEAHOP or reduce their number of units to 44 dwelling units. The project will utilize MEAHOP to go from 17 units per acre to 20 units per acre. The net site is 2.61 acres for density purposes. This equals 44 units at 17 units per acre and 52 units at 20 units per acre. Participating in the MEAHOP will provide 8 additional units. The minimum housing trust fund contribution for the eight units shall be 8 x $105,000 = $840,000.

RM-20 High Density Multi-Family			
Lot Area	Gross Lot area	Net Lot Area	
	145,359 Square Feet (3.337 acres)	113,548 Square Feet (2.61 acres)	

Therefore, the applicant has to complete a MEAHOP agreement prior to proceeding to construction. In addition, the applicant will also be required to contribute $100,000 to the Parks and Recreation Trust Fund.

Background

On February 13, 2025, the Planning and Zoning Board (Board) voted 4-1 to recommend denial of the applicant's proposed text amendment to the City Council. In addition, subsequent to that recommendation, the Board voted 5-0, recommending denial of the applicant's proposed site plan.

The Board's denial recommendations were primarily based on the issue that the applicant was not required to notify the adjacent property owners or the nearby communities and, the applicant was not required to post a notice (signage) on the property to inform the public of their intentions to develop the subject site. During the Board's discussion with the staff and the applicant's representative, the staff revealed the following points of interest to the Board:

1. The applicant was not required to notify or post (signage) the subject site regarding the Ordinance for the Text Amendment because according to Section 31-4 – (Hearings generally; notice; deposits) subsection (b) of the Zoning Code:

"Notice of all public hearings conducted pursuant to this section shall be advertised as required by F.S. § 166.041, as may be amended".

According to Florida Statute 166.041, an ordinance is an official legislative action of a governing body (The City Council), which requires notice be printed in a newspaper of general circulation in the municipality on at least 2 separate days, at 10 days prior to adoption. The applicant's text amendment request did not involve a rezoning or a land use change of a specific site (applicant's site) that would require notification by mail to adjacent property owners, nor did it require posting of the subject property. The text amendment involved amending the setback regulations for the entire RM-20 zoning district. Since the Planning and Zoning Board is a recommending body and is not the governing body, public notice was not required at this point in the process. Thus, when the applicant's request is reviewed by City Council, the public notice for the text amendment ordinance will be advertised in the Palm Beach Post per the requirements outlined in Section 166.041 of the Florida Statutes.

2. Since the proposed text amendment involved amending the regulations for an entire zoning district (the

RM-20 Zoning District) and was not site specific (the applicant's site), mail notification and posting of the subject site is not a required action.

3. Regarding the site plan request, Section 31-4 does not require a public notice (such as mail notification or sign posting) for a proposed site plan review. Therefore, the subject site was not posted nor was adjacent property owners notified regarding the site plan request. Thus, the Planning and Zoning Board requested that the City Council direct the Planning and Zoning Staff to pursue a City-initiated a text amendment to Section 31-4, that would require mail notification and sign posting for all future site plan review projects. That text amendment has been approved and is now a requirement in Section 31-4 for all future site plan review projects.

4. Prior to the applicant's request moving forward to the City Council, the applicant indicated that they would arrange a public community meeting to review and discuss their project with the residents near the proposed site.

5. On March 14, 2025, the applicant and their Land Use Attorney (Ms. Hope Calhoun), held a Community meeting for the residents located within a 300-foot radius of the subject property. The applicant included a copy of the notice that was sent to residents; submitted a mailing list of those sent mailers; and submitted a copy of those residents that attended the meeting. This meeting was held by the applicant based on comments from the Planning and Zoning Board. The Planning and Zoning Staff has included copies of this meeting in the applicant's back-up materials for the Council's review.

Request:

HHC Singer Island, LLC ("Applicant"), is the owner of the +/- 3.33-acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the southeast corner of Gulfstream Way and N Ocean Drive, in the City of Riviera Beach ("City"). The Property has a zoning designation of RM-20, High Density Multiple Family, and a land use designation of MF-20, High Density Multiple Family. Currently, the Property is undeveloped.

The Applicant is requesting site plan approval to develop the Property with a two hundred (200) foot tall, 52-unit luxury high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"). As proposed, the Project will have amenities with indoor and outdoor recreational spaces. As proposed, at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet.

Consistent with the intent of the City's Land Development Code ("Code"), the Project includes open space, particularly due to the landscaped rooftop amenities, which include a racquet court, outdoor living spaces and fixed landscape planters. Other significant open space features consistent with the features described in the proposed text amendment outlined below include an overall reduction in the amount of lot coverage and additional accessory structure setback at grade. The Project was carefully designed after several iterations aimed at conforming to the City's Code proved unsatisfactory. Each attempt to adhere to the

Code's dimensional regulations resulted in obstructed view corridors from the adjacent neighboring towers, smaller living units, and a less attractive and less efficient overall building design.

Text Amendment Rationale

As a result of the foregoing, and together with the site plan approval, the Applicant is also requesting a text amendment to amend Section 31-243(e) of the City's Code to allow for a modification to the Code's high-rise setback requirement in order to allow for the creation of the building proposed which is both aesthetically pleasing and functional. Based on extensive discussions with City staff, both staff and the Applicant have determined that the best way to satisfy the intent of the Code, and further the City's long-term redevelopment efforts, is to amend the high rise set back definition. The proposed text amendment permits projects within the RM-20 zoning district to provide additional open space in lieu of an additional two feet of setback from each property line for each story above 10 stories.

In addition, the intent of the high-rise setback is:

To ensure all buildings receive adequate natural light
1. To ensure sufficient ventilation
2. To protect entities such as water bodies located close to a building from being adversely affected by the construction and human inhabitation
3. To protect one building from the shadow of another, which would otherwise obstruct adequate provision of ventilations and sunlight
4. To protect buildings from noise-causing elements such as nearby industries, airports or highways
5. To ensure easy access to the buildings
6. To utilize an applicant's contribution to the Parks and Recreation trust fund to create additional park/landscape open space.

The applicant's proposed site plan will meet the intent of the high-rise setback requirement while providing a contribution to a Trust Fund that will be created to provide additional landscape open space and recreational space for the residents of this City.

Location:
The subject property is located along the east side of North Ocean Drive, within the High-Density Multiple Family Residential: Up to 20 Dwelling Units per Acre Land Use Classification (MF-20), and has a Multi-Family (RM-20) Zoning District Designation.

Adjacent Property Description & Uses:

North: The Martinique Condominium – High Density Multi-Family (RM-20) Zoning District

South: The Oasis Singer Island Condominium – High Density Multi-Family (RM-20) Zoning District

East: The Intracoastal

West: North Ocean Drive – Right of Way (ROW)

Staff Analysis:

The following below is a review and analysis of the applicant's compliance with staff's land use and rezoning criteria. Staff's response is indicated in **bold**.

Text, Land Use and Rezoning Analysis:

1) Whether the proposed amendment is consistent with all elements of the city comprehensive plan;

In review of the Comprehensive Plan, the Planning and Zoning Staff has determined that the proposed setback modifications will allow for the continuation of the following setback benefits to the surrounding area:

- **Utilities: Setbacks allow for easy access to replace or repair utilities.**
- **Emergencies: The Setbacks will continue to allow first responders like firefighters to have enhanced access in an emergency.**
- **Natural light: The Setbacks will continue to ensure neighbors' homes aren't impeding the natural light entering your home.**
- **Ventilation: The Setbacks will continue to ensure fresh air can circulate around a building(s). And if you're close to a major roadway, the existing setback will continue to ensures you're not breathing exhaust.**
- **Sound: The proposed side setbacks will continue to assist to keep residential high-rise building(s) free of noise pollution from nearby roads and neighbors.**
- **Improve aesthetics: The proposed amendment will continue to allow the side yard setbacks ensure that high-rise neighborhoods are designed and built with enough room for green space and sidewalks.**

Thus, the proposed amendment will allow the proposed side yard setbacks to continue to ensure structures aren't too close to one another in case of a fire or natural weather events. A site plan application has been submitted in addition to the proposed zoning code amendment.

2) Whether there exist changed conditions which require an amendment;

Staff's Response: The changed conditions consist of a pattern of redevelopment and new development in this area, due unprecedented demands for housing as the State of Florida is one of the most desirable places in the country to live and work. The demand for housing supports revitalization to use vacant and underutilized properties.

3) Whether the proposed amendment is in conformance with all applicable portions of the city development code;

Staff's Response: The proposed text amendment, shall follow all applicable land use and zoning portions within this Land Use and Zoning Classification by allowing the impact of the side yard setback to remain while allowing for recreation open space/landscape area provisions to be implemented as a part of the City's Code of Ordinances.

4) Whether and the extent to which the proposed amendment is inconsistent with existing and proposed land uses;

Staff's Response: The proposed text amendment shall be consistent with the existing Multiple Family High Density Residential (up to 20 units per acre – MF-20) land use classification and consistent with the RM-20 Zoning regulations.

5) Whether and the extent to which the proposed amendment would exceed the capacity of public facilities, including but not limited to transportation, sewerage, water supply, parks, fire, police, drainage, schools, and emergency medical facilities;

Staff's Response: It is not anticipated that the proposed amendment would create a use that will not exceed existing capacity for public facilities. If this amendment is approved, the applicant will be able to submit a site plan to the Planning Board to review for a recommendation to the City Council. The proposed text amendment is a minimal request to allow the use of the subject site.

6) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment;

Staff's Response: The proposed amendment will have no adverse impacts on the natural environment. Due to the urban environment of the surrounding area, staff does not anticipate any adverse impacts to the surrounding area.

7) Whether and the extent to which the proposed amendment would adversely affect property values in the area;

Staff's Response: Currently, the subject Property is vacant and underutilized, which does not increase property values. Conversely, incentivizing the development of the Property in a manner that is more consistent with its land use designation could result in positive impacts to the surrounding community that would translate to an increase in property values

8) Whether and the extent to which the proposed amendment would result in an orderly and logical development pattern, and the specific identification of any negative effects on such pattern.

Staff's Response: Staff anticipates that the proposed text amendment would result in a more orderly and logical development pattern. It is exactly consistent with the residential policies of the City's Comprehensive Plan and is following the current development pattern in this area.

Proposed Use:

Staff's Response: The proposed use shall be a 200-foot (220 with mechanical area on the roof) high condominium high-rise residential development which is permitted within the High-Density Multiple Family Dwelling District (RM-20) Zoning District and compatible with the MF-20 High Density Multiple Family Residential (up to 20 dwelling units per acre) Land Use designation of the City's Zoning Land Development Code and the City's Comprehensive Plan.

Proposed Building:

Staff's Response: There will be one high-rise residential condominium building proposed, to serve 52 condominium owners. The Applicant is requesting site plan approval to develop the Property with a two hundred (+/-200) foot tall, 52-unit luxury high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"). As proposed, the Project will have amenities with indoor and outdoor recreational spaces. As proposed, at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet.

Parking/Traffic

Staff's Response: Parking shall be provided on-site. The applicant is required to provide 104 parking spaces on site (two parking spaces per unit) and is providing 121 parking spaces. Also, please see the Palm Beach County Traffic Performance Letter below:

Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov

Palm Beach County Board of County Commissioners
Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel G. Flores
Marci Woodward
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"

printed on sustainable and recycled paper

September 26, 2025

Andrea M. Troutman, P.E.
Pinder Troutman Consulting, Inc.,
601 Heritage Dr, Suite 493
Jupiter, FL 33458

RE: 3930 N Ocean Dr
Project #: 250907 (Previously: 240811)
Traffic Performance Standards (TPS) Review

Dear Ms. Troutman:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated August 6, 2024, revised September 8, 2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Riviera Beach
Location:	Eastside of N Ocean Dr, 0.77 mi N of E Blue Heron Blvd bend
PCN:	56-43-42-22-00-000-5010
Access:	One full access driveway onto N Ocean Dr (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Vacant
Proposed Uses:	Residential Multi-Family High-Rise = 52 DUs
Total Daily Trips:	236
Total Peak Hour Trips:	14 (4/10) AM; 17 (11/6) PM
Build-out:	December 31, 2029

Based on our review, it is concluded that the proposed project will generate less than 21 additional peak hour trips and, therefore, a detailed traffic study is not required. The project is exempt from Palm Beach County TPS, since the site is located within the Coastal Residential Exception Area (CREA).

Please note a conceptual driveway pre-approval letter from the FDOT must be obtained for the access connection onto N Ocean Drive.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

Rahman

Moshiur Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:ep

ec: Addressee
Mary Savage Dunham, Assistant Director of Development Service, City of Rivera Beach
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division
Alberto Lopez - Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\MR\MUN\APPROVED\2025\250907 3930 N OCEAN DRIVE.DOCX

Zoning Regulations:

Staff's Response: The proposed site plan shall be is consistent with the City's Land Development Regulations. **As proposed, the project complies with Section 31-242 – Use Regulations; Section 243 – Property Development Standards; and Section 31-244 – Parking.**

Comprehensive Plan:

Staff's Response: The proposed site plan shall be consistent with the City's Comprehensive Plan. **According to the Future Land Use Map, the subject property has an MF-20 High Density Multiple Family Residential (up to 20 dwelling units per acre) Land Use designation of the City's Zoning Land Development Code and the City's Comprehensive Plan.**

Uses:

Staff's Response: The site is currently a vacant parcel and is proposed to be used for the construction of a luxury condominium.

Compatibility:

Staff's Response: This proposed use is designed to be compatible with the RM-20 Zoning District which is designed to allow high-rise residential uses.

Levels of Service:

Staff's Response: Customary services such as water, sewer, roads and garbage collection are available to the site

Recommendation:

The Planning and Zoning Staff has reviewed and request that the City Council approve the proposed text amendment and site plan approval subject to the following conditions:

1. Required before a Certificate of Occupancy or Certificate of Completion is issued.

2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.

3. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 10% from the originally approved site plan.

4. This development must receive final Certificate of Occupancy from the City for all buildings approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan and special exception approval and re-initiate the site plan approval process.

5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.

6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.

7. The applicant shall complete a MEAHOP agreement for review by City Council. In addition, the applicant shall provide a minimum contribution of $840,000 to the Housing Trust Fund.

8. The applicant shall contribute $100,000 into the Park and Recreation Trust Fund.

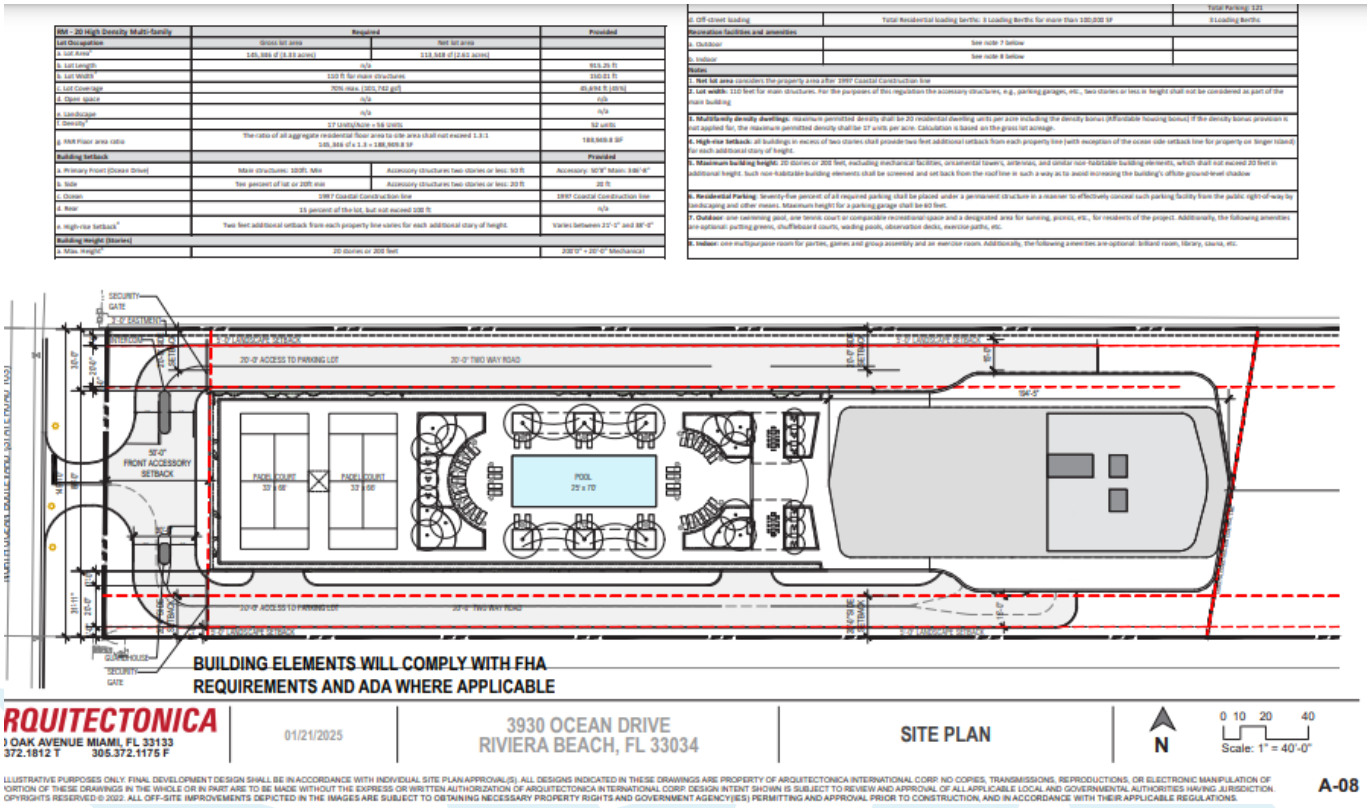
.

General Site Location – N.T.S.



PROPERTY ADDRESSES: 3930 North Ocean Drive
DESCRIPTION (P.C.N.s): 56-43-42-22-00-000-5010

Site Plan



The Proposed Text Amendment Language is Attached:

(5) Minimum building setbacks:

a. Front:

1. Main structures more than two stories in height, 100 feet.
2. Main structures two stories or less in height, 50 feet.
3. Accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., 50 feet. This regulation does not apply to ornamental walls and gatehouses, which shall set back 15 feet from the front property line.

b. Side:

1. Ten percent of the lot or 20 feet, whichever is greater, shall be maintained for all structures, excluding accessory structures two stories or less.
2. The accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., which are two stories or less, shall be set back a minimum of 20 feet.

c. Rear: 15 percent of the lot, but not to exceed 100 feet.

d. Ocean: the 1997 Coastal Construction Control Line.

e. High-rise setback:

1. Except as specified in subsection (5)(e)(2) below, all buildings in excess of two stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.

2. A building that complies with the following standards shall not be required to provide two feet additional setback from each property line:

a. Development pays fee in lieu of additional open space to the Parks and Recreation trust fund pursuant to Section 31-243(12).

b. Property abuts North Ocean Drive and has less than 200 feet of frontage along North Ocean Drive.

c. The tower portion of the structure (any floor in excess of two stories) shall have a minimum aerial distance of 36 feet from the property line.

f. For property located west of Lake Worth, minimum setbacks are as follows:

1. Front: 20 feet.

2. Side: seven feet; 12½ feet on side street.

(6) Rear: 15 percent of the length of the lot or 20 feet, whichever is less.

(7) High-rise setback: all buildings in excess of two stories shall provide two feet additional setback from each property line for each additional story of height.

(8) Floor area ratio: the ratio of all aggregate residential floor area to site area shall not exceed 1.3:1.

(9) Maximum lot coverage: 70 percent of the aggregate site area computed in subsection (3) of this section, density transfer, for all structures inclusive of accessory structures, i.e., parking structures, recreational decks, boiler and generator rooms, etc.

(10) Maximum north/south width: 110 feet for main structures. For the purposes of this regulation the accessory structures, e.g., parking garages, etc., two stories or less in height shall not be considered as part of the main building.

(11) Minimum recreation facilities and amenities:

a. Outdoor: one swimming pool, one tennis court or comparable recreational space and a designated area for sunning, picnics, etc., for residents of the project. Additionally, the following amenities are optional: putting greens, shuffleboard courts, wading pools, observation decks, exercise paths, etc.

b. Indoor: one multipurpose room for parties, games and group assembly and an exercise room. Additionally, the following amenities are optional: billiard room, library, sauna, etc.

c. Note: a pavilion may be provided, either inside or outside, as a substitute for one of the above minimum requirements.

(12) Parks and Recreation trust fund established; contributions in lieu.

a. There is hereby established a Parks and Recreation Trust Fund. Contributions to the Parks and Recreation Trust Fund are voluntary and are separate and apart from any park impact fee assessed by the city.

b. Funds withdrawn from the Parks and Recreation Trust Fund shall be used for the purpose of building, preserving, rehabilitating, and/or otherwise providing access to recreational and open space to residents and visitors of the city. However, such funds shall not be used to pay for infrastructure projects.

c. The finance department shall administer the Park and Recreation Trust Fund. At least once each fiscal year, the city manager or designee shall present to the city council a report on the status of the parks and recreation trust fund.

d. In lieu of meeting the setback requirement of section 31-243(5)(e)(1), the developer of a building that meets the requirements of section 31-243(5)(e)(2) may contribute to the Parks and Recreation Trust Fund according to the following calculations and payment schedule:

1. The contribution shall be equal to $50,000.00 for every .25 acres of open space that a high rise development does not provide as required by section 31-243(5)(e)(1), with a minimum contribution of $100,000.00 to be paid per project.

2. One half of the contribution shall be paid to the Parks and Recreation Trust Fund prior to the issuance of the first building permit for the Development. Site work permits and infrastructure work shall be considered a building permit for the purposes of this ordinance. The remainder of the fee in lieu shall be paid to the City prior to the issuance of the first certificate of occupancy for the development. For the purposes of this ordinance, temporary certificates of occupancy shall be considered a CO.

AGENT AUTHORIZATION FORM

Owner(s) of Record: HHC Singer Island LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared MARIO A. ROMINE

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property: an authorized signatory of

22/23-42-43, N 150 FT OF S 1,315 FT OF SEC 22 LYG E OF & ADJ TO N OCEAN DR & N 150 FT OF S 1,315 FT OF SEC 23

the street address of which is: 3930 N Ocean Drive

and that we hereby appoint:

Name: Hope Calhoun, Esq. and Miskel Backman LLP
Address: 14 SE 4th Street, Suite 36
Boca Raton, FL 33432
Telephone: 561-405-3324

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

Mario A Romine (Seal)

(Seal)

(Seal)

Sworn to and subscribed before me this 17 day of July, 2024.

Carol Abramson
Notary Public

CAROL ABRAMSON
Commission # HH 208304
Expires April 14, 2026

SITE PLAN APPROVAL PROCEDURE

Application Information Sheet

STEP 1. **PRELIMINARY REVIEW OF SUBMISSION**

SIX (6) SETS OF A STAPLED AND FOLDED PACKAGE CONTAINING DRAWINGS TO SCALE AND DIMENSIONED

1. **SITE PLAN**
   a. Special site plan drawing with information block showing zoning, parking calculations, site area, building coverage, pervious/impervious areas, location map.
   b. Dimensions should include – lot, landscape strips, setbacks, roads, internal circulation areas, building(s), typical parking spaces, dumpster pads/enclosures, sign locations. It should be noted that sign approval requires separate building permit submission.
   c. Provide a digital copy of the site plan drawing with State Plan Coordinates in AutoCAD 2000 (.DWG) or Shapefile (.shp) format.

2. **LANDSCAPE PLAN and ENVIRONMENTAL ASSESSMENT**
   a. Show compliance with the City of Riviera Beach Land Development Code
   b. Drawings and/or narrative sufficient to describe the relevant flora and fauna which may be on the site. Tree survey may be required.

3. **ARTERIAL ROAD DESIGN AND STANDARD**
   a. Design standards for all non-residential properties fronting the following roads are required:
      - Dr. Martin Luther King, Jr. Boulevard
      - Old Dixie Highway
      - Blue Heron Boulevard
      - 13th Street
      - Military Trail
      - Congress Avenue
   b. Drawings indicating the appearance standards are required and addressed under Ordinance 2833.
   c. Only one monument sign is permitted per site with maximum square footage of 42 square feet.

4. **UTILITY and DRAINAGE PLAN**
   a. Conceptual plan, indicating location of lines and tie-ins, proposed hydrants, if applicable
   b. Conceptual plan to include existing and proposed major elevations.
   c. Show easement, existing and proposed.
   d. Show conceptually how retention area will provide treatment for one-hour storm.

5. **TRAFFIC ASSESSMENT**
   a. If traffic trip generation is under 500 T.P.D. then a properly formulated traffic statement is adequate. Traffic generation above this level will require a traffic engineer prepared traffic study. Provide total ADT (Average Daily Trips) for project [from Traffic Statement, Traffic Study or Table 1 in Sec. 23.AA – 28.3 of Code].

b. Palm Beach County Traffic Assessment Requirements: Applicant must submit a Traffic Impact Study for Palm Beach County to receive concurrency approval in accordance with Sec. 23-131 of the Palm Beach County Traffic Performance Code.

6. BUILDING ELEVATIONS

a. Front, rear, and both sides.
b. Show finishes (color, materials).
c. Elevators are required to be in color showing building finishes, lighting, canopies, etc. Plans shall have a minimum sheet size of 8 ½ "x 14". Plans larger than 8 ½ "x 14" shall be folded individually. Reduced copies of the site plan on 11" x 17" sheets are required for the City Council. (Note: Plans for submittal to the Planning and Zoning Board and City Council shall be provided after all comments and requirements by staff have been satisfied.

7. FLOOR PLAN

a. Conceptual (construction details are not necessary).

8. NARRATIVE OR COVER LETTER

a. Describe project purpose and details of intended use, including phasing and relationship to surrounding area.
b. Include estimate of employment and student population generated by project, if applicable.

9. CONCURRENCE COMPLIANCE

a. Traffic Generation: Total ADT (Average Daily Trips) for project [from Traffic Statement, Traffic Study or Table I in Sec. 31-715 of Code]
b. Sanitary Sewer: Total gallons per day produced by project - [from calculations or Table III in Section 31-717 of Code]
c. Potable Water: Total gallons per day required by project [from calculation or based on Table II in Section 31-716 of Code]
d. Drainage: Does project detain on-site the first inch of run-off or run-off from a one-hour storm (3 year)? Note: All developments of one acre or more are required to obtain an NPDES permit prior to obtaining a City Building permit, and provide PPP and BMP plans.
e. Solid Waste: Total pounds of waste generated per day by project [from calculations or based on Table IV in Section 31-718 of Code]
f. Recreation: If a residential project, list proposed public recreational or park elements of project (in acres)
g. School Concurrency: The School Concurrency Application and Service Provider Form must be completed and submitted with this application. Please refer to the attached School Concurrency Application and Service Provider Form for related fees.

STEP 2: DEPARTMENTAL REVIEW, COMMENTS TO APPLICANT AND REVISIONS TO PROJECT

After departmental review (approximately four weeks), the applicant will receive a letter from Community Development outlining department concerns and comments. The departmental review process repeats until staff is satisfied with revisions. Applicant will then provide six (6) full size packages of accordion folded, revised plans. These

must be provided to Staff a minimum of fourteen (14) days prior to the next Planning and Zoning Board Meeting in order to be included on the Agenda. The Board meets the second Thursday of each month. Staff comments to the Board are available for pickup the Monday prior to the Thursday Planning and Zoning Board meeting.

STEP 3: **PLANNING AND ZONING BOARD MEETING**

Applicant, or agent, **must** be in attendance to present their project and to address concerns of the Planning and Zoning Board. The City will provide a laptop, projector and video screen to be used in the presentation. Applicants intending to use these devices must inform Staff at least three business days in advance of the Planning and Zoning Board meeting. The Board may recommend the City Council approve, approve with conditions, deny, or table the project.

STEP 4: **SUBMITTAL FOR COUNCIL MEETING**

Any revisions required as a result of the Planning and Zoning Board's conditions, shall be incorporated (by applicant) into the package for submission to the City Council. Six (6) **reduced size copies** on 11" x 17" sheets of the final site plan must then be provided for the City Council agenda along with the other package items a minimum of twenty-one (21) days prior to meeting. The City Council meets the first and third Wednesday of each month.

A complete package for submission to the City Council includes the following items:

1. Uniform Land Use Application
2. Project Narrative
3. Response(s) to Departmental Comments
4. Site Plan
5. Landscape Plan
6. Elevations

Applicants seeking to expedite the approval process should submit revised packages as soon after the Planning and Zoning Board meeting as possible in order to have the project placed on the City Council Agenda.

STEP 5: **COUNCIL MEETING**

The project then goes before the City Council for decision. Applicant must be in attendance. Applicant will be allowed to make a brief presentation about the project. The City will provide a laptop, projector and video screen to be used in the presentation. Applicants intending to use these devices must inform Staff at least three business days in advance of the City Council meeting. The City Council may approve, approve with conditions, deny, or table the project.

STEP 6: **UPON APPROVAL APPLICANT MAY APPLY FOR BUILDING PERMIT**

Applicant will be formally notified of decision and any conditions which may be attached. Two (2) folded sets of the approved site plan complying with conditions shall be submitted to the Community Development Department within fifteen (15) days of the Council hearing. Plans must be submitted and approved by the Planning Division before building permits can be issued.

For Staff Use Only

City of Riviera Beach	Date:	Case Number:
Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Phone: (561) 845-4060 Fax : (561) 845-4038	Project Title:	
	Fee Paid:	Notices Mailed:
	1st Hearing:	2nd Hearing:
	Publication Dates (if required)	

UNIFORM LAND USE APPLICATION

(Please attach separate sheet of paper for required additional information)

Complete appropriate sections of Application and sign.

APPLICANT

Name of Property Owner(s): HHC Singer Island LLC

Mailing Address: 601 N CONGRESS AVE, STE 114, DELRAY BEACH, FL 33445

Property Address: 3930 N OCEAN DR

Name of Applicant (if other than owner):

Home: ( ) Work: ( ) Fax: ( )

E-mail Address: Please contact agent.

PLEASE ATTACH LEGAL DESCRIPTION

PROPERTY

Future Land Use Map Designation: MF-20 Current Zoning Classification: RM-20

Square footage of site: 145346 Property Control Number (PCN): 56434222000005010

Type and gross area of any existing non residential uses on site: Vacant

Gross area of any proposed structure: 188,949.8

Is there a current or recent use of the property that is/was in violation of City Ordinance? [ ] Yes [✓] No

If yes, please describe:

Have there been any land use applications concerning all or part of this property in the last 18 months? [ ] Yes [✓] No

If yes, indicate date, nature and applicant's name:

Briefly describe use of adjoining property: North: Residential

South: Residential

East: N/A

West: Residential

REZONE

Requested Zoning Classification:

Is the requested zoning classification contiguous with existing?

Is a Special Exception necessary for your intended use? [ ] Yes [ ] No

Is a Variance necessary for your intended use? [ ] Yes [ ] No

FUTURE LAND USE	
	Existing Use: Proposed Use:
	Land Use Designation: Requested Land Use:
	Adjacent Land Uses: North: South:
	East: West:
	Size of Property Requesting Land Use Change:

SPECIAL EXCEPTION	
	Describe the intended use requiring a Special Exception:
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
	Off-Site:
	Other:

VARIANCE	
	Describe the Variance sought:
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

SITE PLAN

Describe proposed development:
Multi-Family Residential

Demonstrate that proposed use is appropriate to site:
Please see attached narrative.

Demonstrate how drainage and paving requirement will be met:
See attached plans.

Demonstrate any landscaping techniques to visually screen use from adjacent uses:
See attached plans.

Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
Please see attached narrative.

Demonstrate how utilities and other service requirements of the use can be met:
See attached plans.

Demonstrate how the impact of traffic generated will be handled:
On-site: Please see attached narrative.
Off-site: Please see attached narrative.

OTHER

COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:

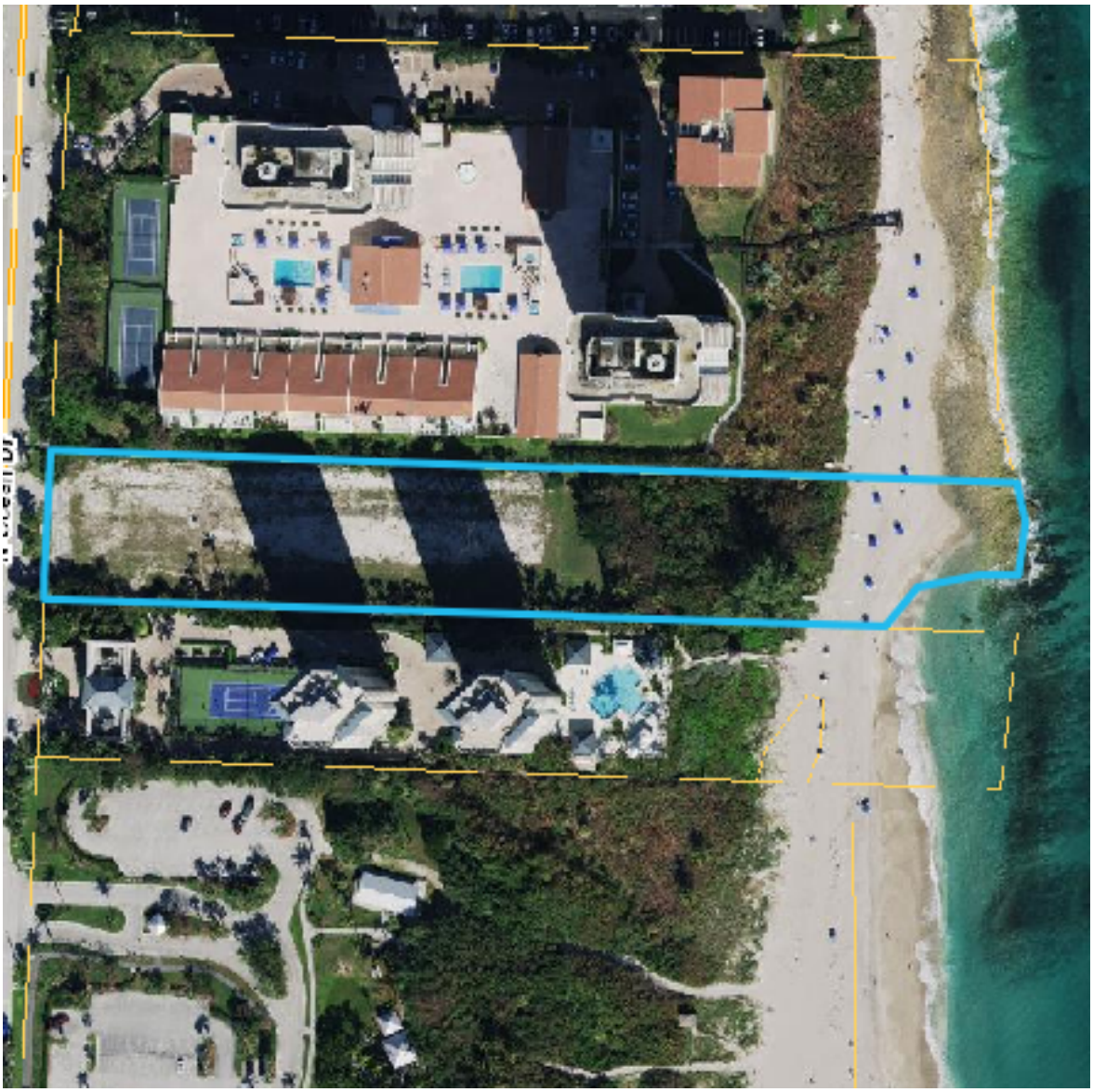
- Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit.
- Antenna manufacture cut sheets including antenna size and shape.
- Zoning map of area with site clearly marked.
- Photos of existing building or tower and surrounding uses.
- Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional.
- Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop.
- Letter of structural capacity and building code compliance.
- Notes on plan or letter demonstrating floor area coverage not in excess of restrictions
- Provide Photo Enhancements of proposal.
- Statement that proposal is in compliance with Environmental Regulations prior to permit issue.

Confirmation of Information Accuracy

I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars ($500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.

Signature _____ Date _____

PCN: 56434222000005010



City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF MAILED NOTICE

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: ZA-24-0005 and SP-24-0013

Date(s) of Public Hearing(s): May 6, 2026, at 6:00 PM

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Sara Thompson hereby certify that Public Notifications, for the above Application Number and Name have been mailed to the property owners within a 300 foot radius of the subject property PCN: 56434222000005010 as obtained from the Palm Beach County Property Appraiser's Office on, November 25, 2025. The Public Notifications were mailed on, April 21, 2026, which is at least fifteen (15) days prior to the meeting date.

Supportive Documents: Attached hereto is the 300 foot radius map and property ownership list.

Check (X) one: I am the [ ] property owner [X] agent [ ] other _____.

Sara Thompson — (Name - type, stamp or print clearly)

Sara Thompson — (Signature)

Miskel Backman, LLP — (Name of Firm)

14 SE 4th Street, Suite 36, Boca Raton, FL 33432 — (Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of April, 2026 by Sara Thompson. He/she is personally known to me or has produced _____ as identification and did/did not take an oath (circle correct response).
(Name of person acknowledging) (Type of identification)

Kelly Quinn — (Name - type, stamp or print clearly)

_____ — (Signature)

My Commission Expires on: _____

KELLY G. QUINN
MY COMMISSION # HH 411200
EXPIRES: July 16, 2027

NOTARY'S SEAL OR STAMP

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF INSTALLATION OF NOTIFICATION SIGNS

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: ZA-24-0005 and SP-24-0013

Date(s) of Public Hearing(s): May 6, 2026, at 6:00 PM

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Sara Thompson, hereby certify that 1 Notification Sign, herein called Sign, for the above Application Number and Name have been posted/installed on the subject property under review for said Application located at: 3930 N Ocean Drive (PCN: 56434222000005010).

The Signs have been produced and meet the specifications of the requirements of the City of Riviera Beach, Zoning Division's Technical Manual. Posting/Installation of the Signs was completed on April 21, 2026, which was no less than fifteen (15) days prior to the first public hearing listed above. Said signs have been posted in a manner which provides an unobstructed view and which allows for clear reading from the street(s) along3930 N Ocean Drive.

I will ensure that the Signs remain on the subject property, until the application has had a Final Development Order by the Hearing Officer, Planning and Zoning Board, or City Council or has been withdrawn by the Applicant. The Signs, in no case, shall remain on the subject property more than five (5) days following the Final Board Action. I understand that any knowingly false, inaccurate, or incomplete information provided by me will result in the denial, revocation, postponement, or administrative withdrawal of this application request.

Supportive Documents: Attached hereto as Attachment "A" is a complete list of all photographs of posted signs along the subject property.

Check (X) one: I am the [ ] property owner [X] agent [ ] other _____.

Sara Thompson

(Name - type, stamp or print clearly)

(Signature)

Miskel Backman, LLP

(Name of Firm)

14 SE 4th Street, Suite 36, Boca Raton, FL 33432

(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of April, 2026 by Sara Thompson. He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

Kelly G. Quinn

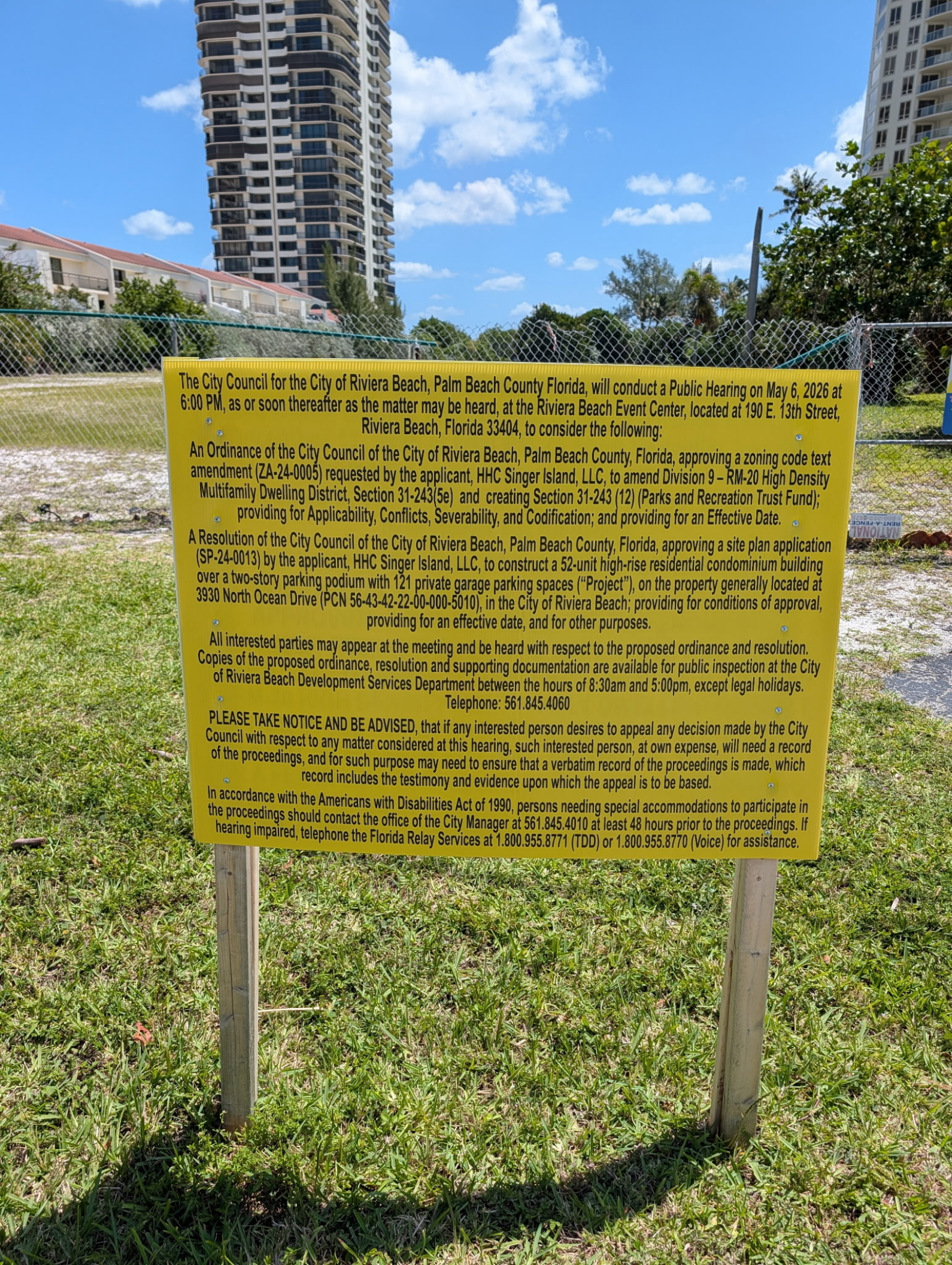
(Name - type, stamp or print clearly)

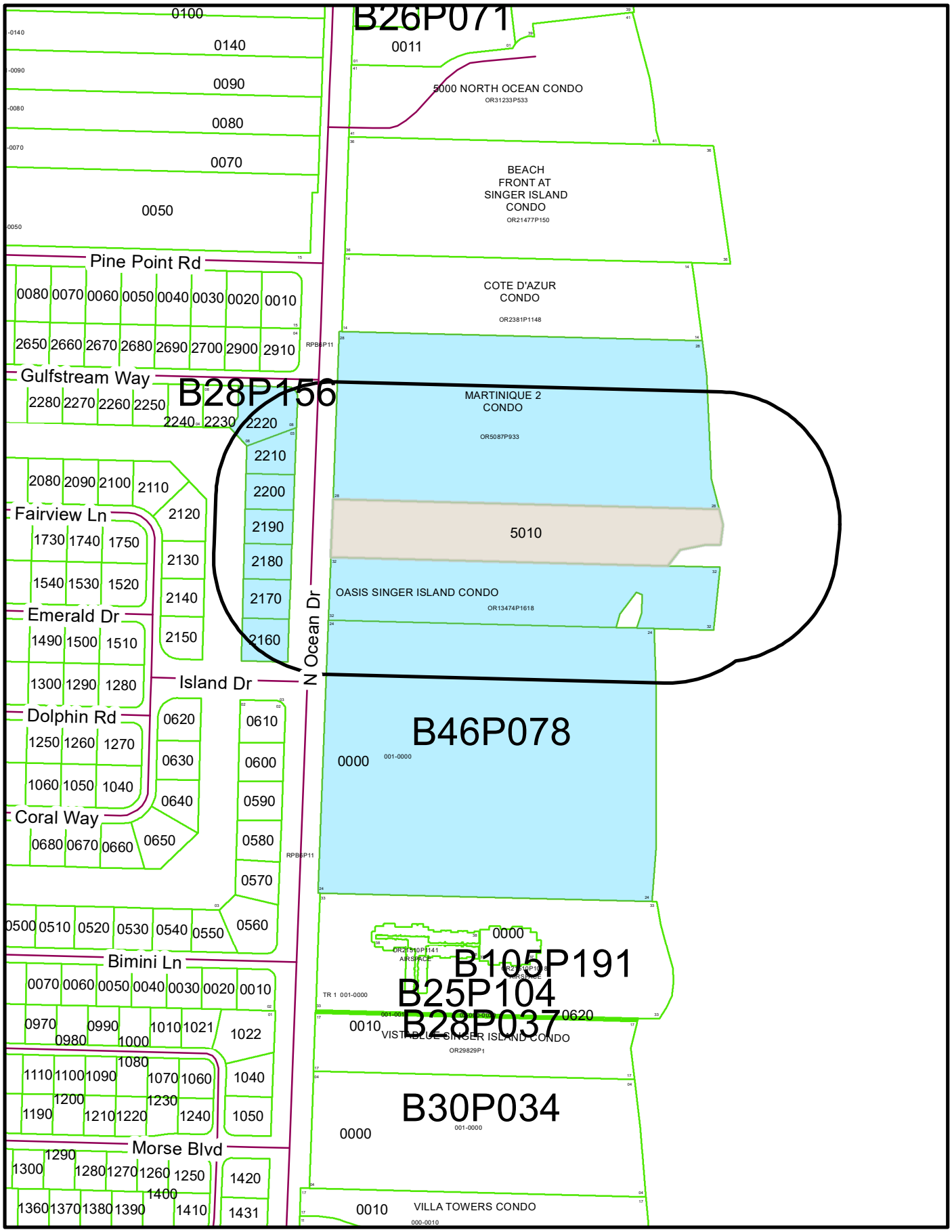
(Signature)

My Commission Expires on:

KELLY G. QUINN
MY COMMISSION # HH 411200
EXPIRES: July 16, 2027

NOTARY'S SEAL OR STAMP


The City Council for the City of Riviera Beach, Palm Beach County Florida, will conduct a Public Hearing on May 6, 2026 at 6:00 PM, as or soon thereafter as the matter may be heard, at the Riviera Beach Event Center, located at 190 E. 13th Street, Riviera Beach, Florida 33404, to consider the following:
An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5e) and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for Applicability, Conflicts, Severability, and Codification; and providing for an Effective Date.
A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"), on the property generally located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.
All interested parties may appear at the meeting and be heard with respect to the proposed ordinance and resolution. Copies of the proposed ordinance, resolution and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30am and 5:00pm, except legal holidays. Telephone: 561.845.4060
PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the office of the City Manager at 561.845.4010 at least 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services at 1.800.955.8771 (TDD) or 1.800.955.8770 (Voice) for assistance.



Dorothy Jacks, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center

0 70 140 280 420 560 Feet

Map Scale

Notes:

Produced on: 11/25/2025

Key

Selected Parcels 100 300 500

Others 200 400

11/25/2025

Property Appraiser GIS - Property Detail list by parcel control number

Buffer:

56434222000005010	Acres	3.30	Sales instr	DT	MTG	22/23-42-43, N 150 FT OF S 1,315 FT OF SEC 22 LYG E OF & ADJ
HHC SINGER ISLAND LLC	Value $	22,000,000.00	Price $	265,450.00	PUSE VACANT	TO N OCEAN DR & N 150 FT OF S 1,315 FT OF SEC 23
601 N CONGRESS AVE STE 114	Taxbl $	16,105,100.00	Date	3/29/2019 12	TaxDist 56401	
	Bldg $	0.00	Book	30509		
DELRAY BEACH FL 33445 4627	Land $	22,000,000.00	Page	1302	NAV	

Buffer: 300

56434222030002160	Acres	0.30	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 216
COLLIER GARY W	Value $	1,936,110.00	Price $	1,295,000.00	PUSE SINGLE FAMILY	
3901 N OCEAN DR	Taxbl $	1,531,170.00	Date	8/3/2020 12:(	TaxDist 56401	
	Bldg $	286,110.00	Book	31685		
RIVIERA BEACH FL 33404 2809	Land $	1,650,000.00	Page	805	NAV	
56434222030002170	Acres	0.28	Sales instr	DT	MTG	PALM BEACH ISLES AMENDED PL 2 LT 217
MATTE MICHAEL D TR	Value $	2,515,461.00	Price $	10.00	PUSE SINGLE FAMILY	
3911 N OCEAN DR	Taxbl $	1,026,648.00	Date	2/18/2020 12	TaxDist 56401	
	Bldg $	665,461.00	Book	31247		
RIVIERA BEACH FL 33404 2809	Land $	1,850,000.00	Page	1141	NAV	
56434222030002180	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 218
ROSENBERG ANGELA D	Value $	2,105,226.00	Price $	1,485,500.00	PUSE SINGLE FAMILY	
3921 N OCEAN DR	Taxbl $	1,205,827.00	Date	11/30/2017 1	TaxDist 56401	
	Bldg $	455,226.00	Book	29529		
RIVIERA BEACH FL 33404 2809	Land $	1,650,000.00	Page	146	NAV	
56434222030002190	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 219
BRASWELL PAMELA	Value $	2,813,095.00	Price $	210,000.00	PUSE SINGLE FAMILY	
3939 N OCEAN DR	Taxbl $	1,489,695.00	Date	2/14/2000 12	TaxDist 56401	
	Bldg $	1,163,095.00	Book	11638		
SINGER ISLAND FL 33404 2809	Land $	1,650,000.00	Page	869	NAV	

Property Appraiser GIS - Property Detail list by parcel control number

56434222030002200	Acres	0.26	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 220	
MAIONE FRANK	Value $	1,858,009.00	Price $	2,500,000.00	PUSE	SINGLE FAMILY	
3941 N OCEAN DR	Taxbl $	1,858,009.00	Date	5/22/2025 12	TaxDist	56401	
	Bldg $	208,009.00	Book	35774			
RIVIERA BEACH FL 33404 2809	Land $	1,650,000.00	Page	1691	NAV		
56434222030002210	Acres	0.27	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 221	
SMITH KAREN R TRUST	Value $	1,970,031.00	Price $	1,875,000.00	PUSE	SINGLE FAMILY	
1255 8TH AVE	Taxbl $	1,908,578.00	Date	10/26/2021 1	TaxDist	56401	
	Bldg $	320,031.00	Book	33028			
GREENVILLE IL 62246 2055	Land $	1,650,000.00	Page	790	NAV		
56434222080002220	Acres	0.47	Sales instr	WD	MTG	PALM BEACH ISLES PL 4	LT 222-A
GODFRED BRENT P &	Value $	2,817,028.00	Price $	1,900,000.00	PUSE	SINGLE FAMILY	
1261 GULFSTREAM WAY	Taxbl $	2,419,774.00	Date	7/20/2021 12	TaxDist	56401	
	Bldg $	967,028.00	Book	32719			
RIVIERA BEACH FL 33404 2736	Land $	1,850,000.00	Page	1307	NAV		
56434222240010000	Acres	13.68	Sales instr		MTG	COUNTY PARK	ALL OF PLAT
PALM BEACH COUNTY	Value $	44,908,564.00	Price $		PUSE	FOREST/PK/REC	
2633 VISTA PKWY	Taxbl $	0.00	Date		TaxDist	56401	
	Bldg $	221,394.00	Book				
WEST PALM BEACH FL 33411 5613	Land $	44,687,170.00	Page		NAV		
56434222280000010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-1
MARQUES JOHN K SR &	Value $	600,000.00	Price $	650,000.00	PUSE	CONDOMINIUM	
3980 N OCEAN DR UNIT 1	Taxbl $	510,895.00	Date	9/16/2021 12	TaxDist	56401	
	Bldg $	600,000.00	Book	32917			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	714	NAV		
56434222280000020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-2
MULHOLLAND MAUREEN &	Value $	650,000.00	Price $	10.00	PUSE	CONDOMINIUM	
3978 N OCEAN DR	Taxbl $	416,742.00	Date	11/16/2021 1	TaxDist	56401	
	Bldg $	650,000.00	Book	33094			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-3
DRBUL ROBERT S &	Value $	600,000.00	Price $	10.00	PUSE CONDOMINIUM		
870 UNITED NATIONS PLZ UNIT 19F	Taxbl $	571,732.00	Date	2/13/2012 12	TaxDist 56401		
	Bldg $	600,000.00	Book	25028			
NEW YORK NY 10017 1825	Land $	0.00	Page	362	NAV		
56434222280000040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-4
RINALDI PAUL &	Value $	600,000.00	Price $	725,000.00	PUSE CONDOMINIUM		
3974 N OCEAN DR	Taxbl $	600,000.00	Date	12/1/2023 12	TaxDist 56401		
	Bldg $	600,000.00	Book	34714			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1174	NAV		
56434222280000050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-5
LECOMPTE KIMBERLY	Value $	650,000.00	Price $	721,300.00	PUSE CONDOMINIUM		
3972 N OCEAN DR # 5	Taxbl $	599,278.00	Date	6/29/2023 12	TaxDist 56401		
	Bldg $	650,000.00	Book	34427			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1617	NAV		
56434222280000060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-6
SCHAUER HANS	Value $	600,000.00	Price $	213,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 104	Taxbl $	571,732.00	Date	10/22/2010 1	TaxDist 56401		
	Bldg $	600,000.00	Book	24248			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	491	NAV		
56434222280000070	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-7
1070 BOCA RATON SQUARE LLC	Value $	785,000.00	Price $	769,000.00	PUSE CONDOMINIUM		
1718 CAPITOL AVE	Taxbl $	785,000.00	Date	10/30/2020 1	TaxDist 56401		
	Bldg $	785,000.00	Book	31892			
CHEYENNE WY 82001 4528	Land $	0.00	Page	645	NAV		
56434222280000080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-8
SISTO LORI A &	Value $	600,000.00	Price $	10.00	PUSE CONDOMINIUM		
3966 N OCEAN DR UNIT 8	Taxbl $	242,605.00	Date	10/27/2020 1	TaxDist 56401		
	Bldg $	600,000.00	Book	31894			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	890	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-9
SCURCI UGO &	Value $	600,000.00	Price $	190,000.00	PUSE CONDOMINIUM		
3964 N OCEAN DR # 9	Taxbl $	571,732.00	Date	6/1/1999 12:(	TaxDist 56401		
	Bldg $	600,000.00	Book	11180			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	0539	NAV		
56434222280000100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-10
VILLAVERDE RICARDO &	Value $	600,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
10451 NW 133RD ST	Taxbl $	600,000.00	Date	5/17/2023 12	TaxDist 56401		
	Bldg $	600,000.00	Book	34499			
HIALEAH FL 33018 1126	Land $	0.00	Page	1823	NAV		
56434222280011010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-101
4050 SINGER LAND TRUST	Value $	965,000.00	Price $	740,000.00	PUSE CONDOMINIUM		
16212 MARAMEL DR	Taxbl $	965,000.00	Date	7/5/2021 12:(	TaxDist 56401		
	Bldg $	965,000.00	Book	32681			
HOMER GLEN IL 60491 8468	Land $	0.00	Page	632	NAV		
56434222280011020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-102
OHMAN GEORGE &	Value $	905,000.00	Price $	738,000.00	PUSE CONDOMINIUM		
296 OVERLOOK BROOK DR	Taxbl $	905,000.00	Date	5/30/2012 12	TaxDist 56401		
	Bldg $	905,000.00	Book	25231			
CHAGRIN FALLS OH 44023 6710	Land $	0.00	Page	1969	NAV		
56434222280011030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-103
SCHERL BURTON A &	Value $	965,000.00	Price $	525,000.00	PUSE CONDOMINIUM		
25 CAROL DR	Taxbl $	965,000.00	Date	1/27/2010 12	TaxDist 56401		
	Bldg $	965,000.00	Book	23677			
ENGLEWOOD CLIFFS NJ 07632 2303	Land $	0.00	Page	834	NAV		
56434222280012010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-201
PEIRCE MARILYN D	Value $	975,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR UNIT 201	Taxbl $	493,947.00	Date	12/11/2013 1	TaxDist 56401		
	Bldg $	975,000.00	Book	26553			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1785	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280012020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-202
WESHNAK CAROL A	Value $	915,000.00	Price $	100.00	PUSE CONDOMINIUM		
2625 RIVER RD	Taxbl $	915,000.00	Date	10/5/2010 12	TaxDist 56401		
	Bldg $	915,000.00	Book	24238			
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV		
56434222280012030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-203
CUTTS ANDREW &	Value $	975,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	614,863.00	Date	6/1/2014 12:(	TaxDist 56401		
	Bldg $	975,000.00	Book	27046			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	356	NAV		
56434222280013010	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-A-301
MASON GLEN O	Value $	985,000.00	Price $	10.00	PUSE CONDOMINIUM		
2172 SHADYWOOD RD	Taxbl $	985,000.00	Date	12/2/2015 12	TaxDist 56401		
	Bldg $	985,000.00	Book	28118			
WAYZATA MN 55391 9222	Land $	0.00	Page	1146	NAV		
56434222280013020	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT OH-B-302
SCHWARZ PETER E	Value $	925,000.00	Price $	10.00	PUSE CONDOMINIUM		
40 SHORELANDS DR	Taxbl $	925,000.00	Date	7/31/2024 12	TaxDist 56401		
	Bldg $	925,000.00	Book	35201			
MADISON CT 06443 2829	Land $	0.00	Page	870	NAV		
56434222280013030	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-C-303
TOSIC CAROL TRST	Value $	985,000.00	Price $	10.00	PUSE CONDOMINIUM		
770 JUNE BERRY RD	Taxbl $	985,000.00	Date	2/16/2011 12	TaxDist 56401		
	Bldg $	985,000.00	Book	24579			
DEERFIELD IL 60015 3720	Land $	0.00	Page	1875	NAV		
56434222280014010	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-A-401
MURACO JANE C TRUST	Value $	995,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 212948	Taxbl $	995,000.00	Date	10/29/2003 1	TaxDist 56401		
	Bldg $	995,000.00	Book	16208			
ROYAL PALM BEACH FL 33421 2948	Land $	0.00	Page	933	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280014020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-402
ASBELL MICHAEL J &	Value $	935,000.00	Price $	225,000.00	PUSE CONDOMINIUM		
297 N HIGHLAND AVE	Taxbl $	935,000.00	Date	1/1/1988 12:(	TaxDist 56401		
	Bldg $	935,000.00	Book	05550			
MERION STATION PA 19066 1705	Land $	0.00	Page	0634	NAV		
56434222280014030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-403
WITT AXEL &	Value $	995,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	638,632.00	Date	4/30/2004 12	TaxDist 56401		
	Bldg $	995,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280020101	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-101
BROWN RYAN ELIZABETH	Value $	850,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 101	Taxbl $	317,045.00	Date	3/21/2013 12	TaxDist 56401		
	Bldg $	850,000.00	Book	25913			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1539	NAV		
56434222280020102	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-B-102
SCHROEDER ROBERT L &	Value $	945,000.00	Price $	730,000.00	PUSE CONDOMINIUM		
1612 E 800 AVE	Taxbl $	878,460.00	Date	1/28/2020 12	TaxDist 56401		
	Bldg $	945,000.00	Book	31215			
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV		
56434222280020103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-103
DAWSON ANASTASIA	Value $	755,000.00	Price $	514,000.00	PUSE CONDOMINIUM		
20 ROWES WHARF APT 406	Taxbl $	653,400.00	Date	9/13/2021 12	TaxDist 56401		
	Bldg $	755,000.00	Book	32893			
BOSTON MA 02110 3377	Land $	0.00	Page	1289	NAV		
56434222280020201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-201
ACTON EDWARD &	Value $	870,000.00	Price $	475,000.00	PUSE CONDOMINIUM		
24 SALT POND RD	Taxbl $	644,204.00	Date	12/28/2010 1	TaxDist 56401		
	Bldg $	870,000.00	Book	24289			
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	1843	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-202
KENNEDY JOHN &	Value $	965,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	805,255.00	Date	12/15/2004 1	TaxDist 56401		
	Bldg $	965,000.00	Book	17900			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1498	NAV		
56434222280020203	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-C-203
GONZALEZ CARLOS A &	Value $	800,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
12816 SW 68TH LN	Taxbl $	704,000.00	Date	2/14/2022 12	TaxDist 56401		
	Bldg $	800,000.00	Book	33347			
MIAMI FL 33183 2444	Land $	0.00	Page	1983	NAV		
56434222280020204	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-204
DEER DANIEL C III	Value $	775,000.00	Price $	10.00	PUSE CONDOMINIUM		
4171 RIGELS COVE WAY	Taxbl $	775,000.00	Date	2/2/2007 12:(	TaxDist 56401		
	Bldg $	775,000.00	Book	21445			
JENSEN BEACH FL 34957 4384	Land $	0.00	Page	671	NAV		
56434222280020301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-301
ROWLEY ANDREA B	Value $	890,000.00	Price $	1,650,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 301	Taxbl $	890,000.00	Date	6/6/2025 12:(	TaxDist 56401		
	Bldg $	890,000.00	Book	35807			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1874	NAV		
56434222280020302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-302
IRIONS VERA	Value $	985,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	519,778.00	Date	4/27/2021 12	TaxDist 56401		
	Bldg $	985,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222280020303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-303
TICE FRANCINE	Value $	830,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 303	Taxbl $	389,040.00	Date	10/24/2024 1	TaxDist 56401		
	Bldg $	830,000.00	Book	35349			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1249	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020304	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-304
FALZONE MARY L TRUST	Value $	795,000.00	Price $	0.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 304	Taxbl $	688,127.00	Date	2/8/2022 12:(	TaxDist 56401		
	Bldg $	795,000.00	Book	33530			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	889	NAV		
56434222280020401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-401
OBEDIAN RICHARD	Value $	910,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
10 URSULINE CT	Taxbl $	841,858.00	Date	6/3/2019 12:(	TaxDist 56401		
	Bldg $	910,000.00	Book	30688			
OYSTER BAY NY 11771 4113	Land $	0.00	Page	603	NAV		
56434222280020402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-402
PAPPAS JAMES F &	Value $	1,295,000.00	Price $	1,385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 402	Taxbl $	1,295,000.00	Date	3/2/2022 12:(	TaxDist 56401		
	Bldg $	1,295,000.00	Book	33370			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	166	NAV		
56434222280020403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-403
MAINRENTAL 3 LLC	Value $	850,000.00	Price $	712,619.00	PUSE CONDOMINIUM		
10973 SW SUNRAY ST	Taxbl $	753,500.00	Date	6/15/2023 12	TaxDist 56401		
	Bldg $	850,000.00	Book	34418			
PORT ST LUCIE FL 34987 7725	Land $	0.00	Page	442	NAV		
56434222280020404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-404
PAPPAS BESSIE J REVOC TRUST	Value $	815,000.00	Price $	455,000.00	PUSE CONDOMINIUM		
303 ASHLEY CT	Taxbl $	717,409.00	Date	8/14/2012 12	TaxDist 56401		
	Bldg $	815,000.00	Book	25454			
OAK BROOK IL 60523 2577	Land $	0.00	Page	90	NAV		
56434222280020501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-501
HOFFMAN THOMAS G JR	Value $	930,000.00	Price $	390,000.00	PUSE CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	732,050.00	Date	7/16/2001 12	TaxDist 56401		
	Bldg $	930,000.00	Book	12801			
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-502
KENNEDY JOHN C &	Value $	1,025,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	883,300.00	Date	3/24/2021 12	TaxDist 56401		
	Bldg $	1,025,000.00	Book	32354			
GRAND RAPIDS MI 49512 3911	Land $	0.00	Page	1629	NAV		
56434222280020503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-503
ANTOR CHARLES LEONARD TRUST	Value $	870,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 503	Taxbl $	673,486.00	Date	8/4/2021 12:(	TaxDist 56401		
	Bldg $	870,000.00	Book	32760			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	1454	NAV		
56434222280020504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-504
CROXFORD ROBERT S	Value $	835,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 504	Taxbl $	469,184.00	Date	4/12/2018 12	TaxDist 56401		
	Bldg $	835,000.00	Book	29795			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	203	NAV		
56434222280020601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-601
BEACHFRONT 601 LLC	Value $	1,050,000.00	Price $	980,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	913,000.00	Date	12/13/2023 1	TaxDist 56401		
	Bldg $	1,050,000.00	Book	34748			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	456	NAV		
56434222280020602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-602
KOUHANA MARCEL M	Value $	1,145,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT ET-B-602	Taxbl $	422,002.00	Date	11/4/2010 12	TaxDist 56401		
	Bldg $	1,145,000.00	Book	24211			
RIVIERA BEACH FL 33404 2858	Land $	0.00	Page	1023	NAV		
56434222280020603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-603
PERRY CAROLYN M & HUDSON CHARLES TRUST	Value $	955,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 603	Taxbl $	434,970.00	Date	8/26/2025 12	TaxDist 56401		
	Bldg $	955,000.00	Book	35975			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	258	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-604
BONI ELENTERIO A &	Value $	955,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 604	Taxbl $	381,400.00	Date	9/26/2025 12	TaxDist 56401		
	Bldg $	955,000.00	Book	36038			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	345	NAV		
56434222280020701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-701
VENDER DAVID &	Value $	1,060,000.00	Price $	505,000.00	PUSE CONDOMINIUM		
17 S SACRAMENTO AVE	Taxbl $	768,653.00	Date	6/27/2016 12	TaxDist 56401		
	Bldg $	1,060,000.00	Book	28421			
VENTNOR NJ 08406 2706	Land $	0.00	Page	839	NAV		
56434222280020702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-702
BURKE BRIAN &	Value $	1,155,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
25274 BRIDLEPATH LN	Taxbl $	961,950.00	Date	7/12/2021 12	TaxDist 56401		
	Bldg $	1,155,000.00	Book	32692			
FARMINGTON MI 48335 1700	Land $	0.00	Page	122	NAV		
56434222280020703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-703
IMPACT IMP LLC	Value $	965,000.00	Price $	290,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 703	Taxbl $	965,000.00	Date	9/3/2024 12:(	TaxDist 56401		
	Bldg $	965,000.00	Book	35535			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	585	NAV		
56434222280020704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-704
LORDELO CIDALIA M	Value $	1,200,000.00	Price $	1,225,000.00	PUSE CONDOMINIUM		
40 SILVER BROOK LN	Taxbl $	1,200,000.00	Date	10/3/2025 12	TaxDist 56401		
	Bldg $	1,200,000.00	Book	36107			
NORWELL MA 02061 2445	Land $	0.00	Page	1488	NAV		
56434222280020801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-801
BEACHFRONT 801 LLC	Value $	1,070,000.00	Price $	640,000.00	PUSE CONDOMINIUM		
17729 ROOSEVELT RD STE A	Taxbl $	775,973.00	Date	7/27/2020 12	TaxDist 56401		
	Bldg $	1,070,000.00	Book	31627			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1900	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-802
PERRY JOHN B III TRUST &	Value $	1,165,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 243	Taxbl $	937,024.00	Date	8/10/2004 12	TaxDist 56401		
	Bldg $	1,165,000.00	Book	17453			
FOREST VA 24551 0243	Land $	0.00	Page	470	NAV		
56434222280020803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-803
JARVI NEEME A TRUST &	Value $	1,280,000.00	Price $	1,600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1902	Taxbl $	1,280,000.00	Date	6/7/2024 12:(	TaxDist 56401		
	Bldg $	1,280,000.00	Book	35098			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	630	NAV		
56434222280020804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-804
ROSENBERG SHARON M	Value $	975,000.00	Price $	750,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT ET-804	Taxbl $	458,622.00	Date	5/20/2004 12	TaxDist 56401		
	Bldg $	975,000.00	Book	17067			
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	1646	NAV		
56434222280020901	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-901
HOLLAND MARK	Value $	1,080,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 901	Taxbl $	360,310.00	Date	8/19/2022 12	TaxDist 56401		
	Bldg $	1,080,000.00	Book	33791			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	59	NAV		
56434222280020902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-902
VACCARO DOMENICO G &	Value $	1,175,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
8101 PINEHURST HARBOUR WAY	Taxbl $	944,345.00	Date	3/26/2003 12	TaxDist 56401		
	Bldg $	1,175,000.00	Book	14994			
PASADENA MD 21122 5744	Land $	0.00	Page	1159	NAV		
56434222280020903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-903
DOWNEY PATRICIA D	Value $	985,000.00	Price $	680,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 903	Taxbl $	379,482.00	Date	9/15/2017 12	TaxDist 56401		
	Bldg $	985,000.00	Book	29364			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	1487	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-904
LAUDICINA ROBERT A &	Value $	985,000.00	Price $	470,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 904	Taxbl $	464,910.00	Date	8/1/2002 12:(	TaxDist 56401		
	Bldg $	985,000.00	Book	14076			
SINGER ISLAND FL 33404 2848	Land $	0.00	Page	1125	NAV		
56434222280021001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1001
ROSS NANCY S &	Value $	1,090,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1001	Taxbl $	519,356.00	Date	3/22/2018 12	TaxDist 56401		
	Bldg $	1,090,000.00	Book	29749			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1441	NAV		
56434222280021002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1002
COMMENT INVEST FL INC	Value $	1,185,000.00	Price $	404,900.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1002	Taxbl $	951,665.00	Date	11/1/1990 12	TaxDist 56401		
	Bldg $	1,185,000.00	Book	06662			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1957	NAV		
56434222280021003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1003
MAGNOTTI MARILYN J	Value $	995,000.00	Price $	1.00	PUSE CONDOMINIUM		
164 SHORELINE DR	Taxbl $	732,050.00	Date	7/6/2005 12:(	TaxDist 56401		
	Bldg $	995,000.00	Book	18981			
CANONSBURG PA 15317 6635	Land $	0.00	Page	716	NAV		
56434222280021004	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-1004
SMITH LARRY M &	Value $	995,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	995,000.00	Date	5/15/2025 12	TaxDist 56401		
	Bldg $	995,000.00	Book	35759			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1735	NAV		
56434222280021101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1101
KAMODA EMIKO	Value $	1,100,000.00	Price $	930,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1101	Taxbl $	847,000.00	Date	8/6/2021 12:(	TaxDist 56401		
	Bldg $	1,100,000.00	Book	32777			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	749	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1102
SCHULZ DALE V TRUST	Value $	1,195,000.00	Price $	10.00	PUSE CONDOMINIUM		
3125 FAIRCHILD AVE	Taxbl $	958,986.00	Date	3/10/2021 12	TaxDist 56401		
	Bldg $	1,195,000.00	Book	32335			
WAYZATA MN 55391 2909	Land $	0.00	Page	1324	NAV		
56434222280021103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1103
VALSI DOMENICO &	Value $	1,005,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
65 EDGEHILL RD	Taxbl $	739,371.00	Date	2/17/2014 12	TaxDist 56401		
ETOBICOKE ON	Bldg $	1,005,000.00	Book	26661			
M9A 4N1 CANADA	Land $	0.00	Page	1856	NAV		
56434222280021104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1104
DATAHAMI LTD PRTNRSHP	Value $	1,005,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	812,576.00	Date	11/9/2007 12	TaxDist 56401		
	Bldg $	1,005,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
56434222280021201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1201
SIVALINGAM ARUNAN &	Value $	1,470,000.00	Price $	1,837,500.00	PUSE CONDOMINIUM		
210 W WASHINGTON SQ APT 3NE	Taxbl $	1,470,000.00	Date	6/14/2023 12	TaxDist 56401		
	Bldg $	1,470,000.00	Book	34424			
PHILADELPHIA PA 19106 3523	Land $	0.00	Page	1948	NAV		
56434222280021202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1202
BEACHFRONT 1202 LLC	Value $	1,205,000.00	Price $	1,500,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	1,205,000.00	Date	5/2/2024 12:(	TaxDist 56401		
	Bldg $	1,205,000.00	Book	35040			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	883	NAV		
56434222280021203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1203
MCMANUS JAMES D &	Value $	1,015,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1203	Taxbl $	964,278.00	Date	5/30/2017 12	TaxDist 56401		
	Bldg $	1,015,000.00	Book	29127			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1268	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1204
DI BONAVENTURA ITALO &	Value $	1,015,000.00	Price $	580,000.00	PUSE CONDOMINIUM		
52 HIGH MEADOW PLACE	Taxbl $	819,896.00	Date	11/6/2014 12	TaxDist 56401		
NORTH YORK, ON	Bldg $	1,015,000.00	Book	27239			
M9L 2Z5 CANADA	Land $	0.00	Page	1480	NAV		
56434222280021401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1401
OTTING PATRICIA A	Value $	1,120,000.00	Price $	385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1401	Taxbl $	377,595.00	Date	8/1/1997 12:(	TaxDist 56401		
	Bldg $	1,120,000.00	Book	09971			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	0357	NAV		
56434222280021402	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-B-1402
GOODRICH WILLIAM &	Value $	1,215,000.00	Price $	890,000.00	PUSE CONDOMINIUM		
20 BEAUCLAIRE LN	Taxbl $	973,627.00	Date	6/1/2020 12:(	TaxDist 56401		
	Bldg $	1,215,000.00	Book	31488			
FAIRPORT NY 14450 4618	Land $	0.00	Page	804	NAV		
56434222280021403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1403
MCKINLEY RICHARD M &	Value $	1,120,000.00	Price $	975,000.00	PUSE CONDOMINIUM		
207 ADDISON AVE	Taxbl $	1,120,000.00	Date	2/23/2021 12	TaxDist 56401		
	Bldg $	1,120,000.00	Book	32261			
FRANKLIN TN 37064 8638	Land $	0.00	Page	809	NAV		
56434222280021404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1404
COLLETTI MARLA	Value $	1,025,000.00	Price $	575,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1404	Taxbl $	490,062.00	Date	2/11/2011 12	TaxDist 56401		
	Bldg $	1,025,000.00	Book	24372			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	210	NAV		
56434222280021501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1501
DIEROFF GERHARD H TRUST FBO	Value $	1,130,000.00	Price $	10.00	PUSE CONDOMINIUM		
7006 TIFFANY CIR	Taxbl $	1,130,000.00	Date	11/15/2022 1	TaxDist 56401		
	Bldg $	1,130,000.00	Book	34093			
FAYETTEVILLE NY 13066 9788	Land $	0.00	Page	1243	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

564342222800215O2	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-1502
FIORINI MARK &	Value $	1,225,000.00	Price $	1,200,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	1,062,450.00	Date	2/13/2020 12	TaxDist	56401		
	Bldg $	1,225,000.00	Book	31235				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1443	NAV			
564342222800215O3	Acres	0.00	Sales instr	QC	MTG		MARTINIQUE 2 COND	UNIT ET-C-1503
FOX JANICE R &	Value $	1,035,000.00	Price $	10.00	PUSE	CONDOMINIUM		
43 SANDRINGHJAM DR	Taxbl $	761,332.00	Date	5/14/2015 12	TaxDist	56401		
TORONTO ONTARIO	Bldg $	1,035,000.00	Book	27590				
M5M 3G4 CANADA	Land $	0.00	Page	1405	NAV			
564342222800215O4	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-D-1504
BEDDOW DAVID T TRUST &	Value $	1,035,000.00	Price $	10.00	PUSE	CONDOMINIUM		
7204 BRIDLE TER	Taxbl $	834,537.00	Date	10/13/2021 1	TaxDist	56401		
	Bldg $	1,035,000.00	Book	33013				
POTOMAC MD 20854 3886	Land $	0.00	Page	1106	NAV			
564342222800216O1	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-A-1601
LAMBERT VINCENT J &	Value $	1,695,000.00	Price $	2,025,000.00	PUSE	CONDOMINIUM		
19 WYCKHAM HILL LN	Taxbl $	1,695,000.00	Date	12/4/2023 12	TaxDist	56401		
	Bldg $	1,695,000.00	Book	34728				
GREENWICH CT 06831 3049	Land $	0.00	Page	950	NAV			
564342222800216O2	Acres	0.00	Sales instr	LE	MTG		MARTINIQUE 2 COND	UNIT ET-B-1602
BECKERMAN CHARLOTTE	Value $	1,235,000.00	Price $	10.00	PUSE	CONDOMINIUM		
400 N OCEAN DR APT 1602	Taxbl $	455,847.00	Date	1/8/2023 12:(	TaxDist	56401		
	Bldg $	1,235,000.00	Book	34060				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1978	NAV			
564342222800216O3	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-C-1603
FINK BRUCE TRUST &	Value $	1,045,000.00	Price $	10.00	PUSE	CONDOMINIUM		
945 MAPLE LN	Taxbl $	768,653.00	Date	3/17/2025 12	TaxDist	56401		
	Bldg $	1,045,000.00	Book	35658				
EAST MEADOW NY 11554 4551	Land $	0.00	Page	34	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1604
DIAMOND AUDLEY &	Value $	1,045,000.00	Price $	661,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	595,818.00	Date	6/17/2016 12	TaxDist 56401		
	Bldg $	1,045,000.00	Book	28399			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	424	NAV		
56434222280021701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1701
MACKRES GEORGE &	Value $	1,150,000.00	Price $	615,000.00	PUSE CONDOMINIUM		
PO BOX 355	Taxbl $	834,537.00	Date	1/8/2014 12:(	TaxDist 56401		
	Bldg $	1,150,000.00	Book	26574			
WARETOWN NJ 08758 0355	Land $	0.00	Page	303	NAV		
56434222280021702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1702
SCHECTOR CLARISE	Value $	1,245,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1702	Taxbl $	662,579.00	Date	3/31/2016 12	TaxDist 56401		
	Bldg $	1,245,000.00	Book	28199			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1323	NAV		
56434222280021703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1703
HOLMES SANDRA K &	Value $	1,055,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1703	Taxbl $	999,278.00	Date	12/13/2021 1	TaxDist 56401		
	Bldg $	1,055,000.00	Book	33154			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	105	NAV		
56434222280021704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1704
PROVANZANO ANTHONY D	Value $	1,055,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1704	Taxbl $	601,440.00	Date	1/16/2020 12	TaxDist 56401		
	Bldg $	1,055,000.00	Book	31206			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1277	NAV		
56434222280021801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1801
MCCORMICK DONALD J &	Value $	1,160,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
72 HIGHLAND DOWN	Taxbl $	841,858.00	Date	6/15/2017 12	TaxDist 56401		
	Bldg $	1,160,000.00	Book	29178			
SHOREHAM NY 11786 1124	Land $	0.00	Page	1529	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1802
KENNEDY JOHH &	Value $	1,255,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,002,909.00	Date	12/30/2005 1	TaxDist 56401		
	Bldg $	1,255,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		
56434222280021803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1803
KISHORE NEETA &	Value $	1,065,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
1135 SUMMERHILL DR	Taxbl $	783,294.00	Date	12/8/2014 12	TaxDist 56401		
	Bldg $	1,065,000.00	Book	27297			
AKRON OH 44333 2952	Land $	0.00	Page	1269	NAV		
56434222280021804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1804
TWO TWO FIVE SEVEN SIX ONE	Value $	1,065,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
11 WESTMOUNT PARK RD	Taxbl $	856,499.00	Date	2/1/1990 12:(	TaxDist 56401		
ETOBICOKE ON	Bldg $	1,065,000.00	Book	06385			
M9P 1R4 CANADA	Land $	0.00	Page	1116	NAV		
56434222280021901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1901
JARVI KRISTJAN &	Value $	1,170,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1901	Taxbl $	1,119,278.00	Date	1/26/2024 12	TaxDist 56401		
	Bldg $	1,170,000.00	Book	34803			
RIVIERA BEACH FL 33404 2876	Land $	0.00	Page	1711	NAV		
56434222280021902	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-B-1902
JARVI NEEME A &	Value $	1,265,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 1902	Taxbl $	503,701.00	Date	5/4/2010 12:(	TaxDist 56401		
	Bldg $	1,265,000.00	Book	23914			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1247	NAV		
56434222280021903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1903
MCCULLOCH THANIA M &	Value $	1,115,000.00	Price $	1,045,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1903	Taxbl $	951,974.00	Date	6/15/2021 12	TaxDist 56401		
	Bldg $	1,115,000.00	Book	32675			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	502	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1904
SCHARF SALLY WILL OF	Value $	1,075,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
307 LEADER HEIGHTS RD	Taxbl $	863,819.00	Date	11/16/2004 1	TaxDist 56401		
	Bldg $	1,075,000.00	Book	17770			
YORK PA 17402 5024	Land $	0.00	Page	618	NAV		
56434222280022001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2001
MEYER JONATHAN T &	Value $	1,180,000.00	Price $	1,060,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	910,654.00	Date	2/18/2020 12	TaxDist 56401		
	Bldg $	1,180,000.00	Book	31272			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV		
56434222280022002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2002
RINTOUL DARREN &	Value $	1,275,000.00	Price $	1,025,000.00	PUSE CONDOMINIUM		
4.4524 ELDORADO COURT	Taxbl $	1,107,150.00	Date	4/27/2021 12	TaxDist 56401		
KELOWNA BC	Bldg $	1,275,000.00	Book	32465			
V1W1G3 CANADA	Land $	0.00	Page	1241	NAV		
56434222280022003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2003
CARLONE JOSEPH &	Value $	1,085,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2003	Taxbl $	562,086.00	Date	11/6/2020 12	TaxDist 56401		
	Bldg $	1,085,000.00	Book	31931			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1234	NAV		
56434222280022004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2004
GRIGORIAN VADIM &	Value $	1,105,000.00	Price $	1,085,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2004	Taxbl $	994,002.00	Date	11/30/2021 1	TaxDist 56401		
	Bldg $	1,105,000.00	Book	33109			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	325	NAV		
56434222280022101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2101
LARSON SCOTT K &	Value $	1,190,000.00	Price $	1,300,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2101	Taxbl $	786,575.00	Date	5/11/2022 12	TaxDist 56401		
	Bldg $	1,190,000.00	Book	33568			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1346	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2102
BK GROUP	Value $	1,285,000.00	Price $	373,000.00	PUSE CONDOMINIUM		
TILLIMAKI 10	Taxbl $	1,024,870.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	1,285,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1833	NAV		
56434222280022103	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2103
NOBBIN DEV LTD	Value $	1,095,000.00	Price $	100.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	805,255.00	Date	2/1/1997 12:(	TaxDist 56401		
DOWNSVIEW ON	Bldg $	1,095,000.00	Book	09696			
M3K 2A8 CANADA	Land $	0.00	Page	0363	NAV		
56434222280022104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-2104
KREPOSTMAN JAIME &	Value $	1,095,000.00	Price $	760,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2104	Taxbl $	623,927.00	Date	11/23/2004 1	TaxDist 56401		
	Bldg $	1,095,000.00	Book	17804			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	575	NAV		
56434222280022201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2201
CZAJKOWSKI PETER J &	Value $	1,200,000.00	Price $	605,000.00	PUSE CONDOMINIUM		
7408 WASHINGTON AVE	Taxbl $	871,140.00	Date	8/7/2012 12:(	TaxDist 56401		
	Bldg $	1,200,000.00	Book	25409			
SAINT LOUIS MO 63130 4048	Land $	0.00	Page	693	NAV		
56434222280022202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2202
FERRY WILLIAM	Value $	1,295,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
17 PEARL BROOK RD	Taxbl $	1,032,191.00	Date	12/29/2011 1	TaxDist 56401		
	Bldg $	1,295,000.00	Book	24943			
SOUTHWICK MA 01077 9389	Land $	0.00	Page	1820	NAV		
56434222280022203	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2203
BOUSABA ADELE	Value $	1,105,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2203	Taxbl $	540,370.00	Date	6/18/2014 12	TaxDist 56401		
	Bldg $	1,105,000.00	Book	26892			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	728	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2204
MDFL LLC	Value $	1,105,000.00	Price $	10.00	PUSE CONDOMINIUM		
1209 HILL RD N STE 225	Taxbl $	885,781.00	Date	12/26/2017 1	TaxDist 56401		
	Bldg $	1,105,000.00	Book	29551			
PICKERINGTON OH 43147 8888	Land $	0.00	Page	330	NAV		
56434222280022301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2301
CHRISTENSEN SUZANNE E	Value $	1,585,000.00	Price $	1,975,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2301	Taxbl $	1,534,278.00	Date	10/4/2023 12	TaxDist 56401		
	Bldg $	1,585,000.00	Book	34609			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1384	NAV		
56434222280022302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2302
BK GROUP	Value $	1,305,000.00	Price $	379,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	1,039,511.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	1,305,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1818	NAV		
56434222280022303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2303
BK GROUP	Value $	1,115,000.00	Price $	269,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	819,896.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	1,115,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1750	NAV		
56434222280022304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2304
LHEUREUX TAMMY	Value $	1,115,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2304	Taxbl $	546,658.00	Date	9/18/2008 12	TaxDist 56401		
	Bldg $	1,115,000.00	Book	22875			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1820	NAV		
56434222280022401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2401
PETRO FRED A EST	Value $	1,220,000.00	Price $	790,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2401	Taxbl $	978,278.00	Date	4/27/2021 12	TaxDist 56401		
	Bldg $	1,220,000.00	Book	32458			
RIVIERA BEACH FL 33404 2878	Land $	0.00	Page	390	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022402	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-2402
KENNEDY JOHN &	Value $	1,315,000.00	Price $	795,000.00	PUSE	CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,046,832.00	Date	3/15/2011 12	TaxDist	56401		
	Bldg $	1,315,000.00	Book	24417				
KENTWOOD MI 49512 3911	Land $	0.00	Page	1116	NAV			
56434222280022403	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-C-2403
BK GROUP	Value $	1,125,000.00	Price $	272,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	827,217.00	Date	11/1/1989 12	TaxDist	56401		
HELSINKI	Bldg $	1,125,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1761	NAV			
56434222280022404	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-D-2404
MECHAS CONSTANT &	Value $	1,125,000.00	Price $	850,000.00	PUSE	CONDOMINIUM		
2150 CAMBRIDGE RD	Taxbl $	900,422.00	Date	11/20/2009 1	TaxDist	56401		
MOUNT ROYAL QC	Bldg $	1,125,000.00	Book	23571				
H3R 2Y3 CANADA	Land $	0.00	Page	748	NAV			
56434222280022501	Acres	0.00	Sales instr	LE	MTG		MARTINIQUE 2 COND	UNIT ET-A-LPH-1
LEADER JOHN CARL	Value $	1,230,000.00	Price $	10.00	PUSE	CONDOMINIUM		
4000 N OCEAN BLVD UNIT LPH-1	Taxbl $	482,501.00	Date	2/15/2008 12	TaxDist	56401		
	Bldg $	1,230,000.00	Book	22471				
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	622	NAV			
56434222280022502	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-LPH-2
PATEL HEMIKSHA &	Value $	1,325,000.00	Price $	875,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR UNIT ET 2502	Taxbl $	758,857.00	Date	9/9/2008 12:(	TaxDist	56401		
	Bldg $	1,325,000.00	Book	22867				
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	346	NAV			
56434222280022503	Acres	0.00	Sales instr	LA	MTG		MARTINIQUE 2 COND	UNIT ET-C-LPH-3
BERGER ALBERT &	Value $	1,685,000.00	Price $	0.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 2503	Taxbl $	1,146,931.00	Date	5/17/2022 12	TaxDist	56401		
	Bldg $	1,685,000.00	Book	34022				
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	506	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-LPH-4
IANNITTO JOHN	Value $	1,135,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2504	Taxbl $	907,742.00	Date	8/18/2004 12	TaxDist 56401		
	Bldg $	1,135,000.00	Book	17421			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1618	NAV		
56434222280022601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-PH-1
WILDER LEWIS &	Value $	1,330,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2601	Taxbl $	667,579.00	Date	12/10/2010 1	TaxDist 56401		
	Bldg $	1,330,000.00	Book	24316			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	987	NAV		
56434222280022602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-PH-2
SPOTA JESS P &	Value $	1,425,000.00	Price $	400,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2602E	Taxbl $	1,156,639.00	Date	4/8/1998 12:(	TaxDist 56401		
	Bldg $	1,425,000.00	Book	10338			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	1813	NAV		
56434222280022603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
PEREZ CALIXTO JR	Value $	1,300,000.00	Price $	725,000.00	PUSE CONDOMINIUM	UNIT ET-C-PH3	
4000 N OCEAN DR PH 2603	Taxbl $	907,742.00	Date	11/17/2020 1	TaxDist 56401		
	Bldg $	1,300,000.00	Book	31981			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1335	NAV		
56434222280022604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
GOLDENHERSH DEBRA	Value $	1,235,000.00	Price $	850,000.00	PUSE CONDOMINIUM	UNIT ET-D-PH4	
4000 N OCEAN DR PH 4	Taxbl $	571,812.00	Date	10/12/2009 1	TaxDist 56401		
	Bldg $	1,235,000.00	Book	23497			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	422	NAV		
56434222280030102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-102
MARTINIQUE 2 OWNERS ASSN INC	Value $	0.00	Price $	100.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 102	Taxbl $	0.00	Date	12/1/1990 12	TaxDist 56401		
	Bldg $	0.00	Book	06682			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1471	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-103
SADAKA THEODORE N TRUST	Value $	880,000.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 103	Taxbl $	880,000.00	Date	11/1/2023 12	TaxDist 56401		
	Bldg $	880,000.00	Book	34663			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	956	NAV		
56434222280030104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-104
104 PROPERTY LLC	Value $	535,000.00	Price $	450,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 304	Taxbl $	535,000.00	Date	8/6/2025 12:(	TaxDist 56401		
	Bldg $	535,000.00	Book	35968			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	502	NAV		
56434222280030201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-201
WILLIAMS RICHARD D TRUST	Value $	600,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 201	Taxbl $	600,000.00	Date	3/4/2025 12:(	TaxDist 56401		
	Bldg $	600,000.00	Book	35596			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	497	NAV		
56434222280030202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-202
EDELMAN HOWARD &	Value $	950,000.00	Price $	1,160,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 202	Taxbl $	899,278.00	Date	6/1/2023 12:(	TaxDist 56401		
	Bldg $	950,000.00	Book	34351			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1578	NAV		
56434222280030203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-203
LONG EVERETT G &	Value $	500,000.00	Price $	210,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 203W	Taxbl $	0.00	Date	11/7/2000 12	TaxDist 56401		
	Bldg $	500,000.00	Book	12130			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1419	NAV		
56434222280030204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-204
MURACO JOHN F	Value $	555,000.00	Price $	212,900.00	PUSE CONDOMINIUM		
3 MEADOW DR	Taxbl $	555,000.00	Date	6/1/1991 12:(	TaxDist 56401		
	Bldg $	555,000.00	Book	06880			
FAYETTEVILLE NY 13066 2522	Land $	0.00	Page	1675	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-301
MINASIAN KENNETH R TR &	Value $	635,000.00	Price $	10.00	PUSE CONDOMINIUM		
6 MAPLEWOOD DR	Taxbl $	635,000.00	Date	3/14/2007 12	TaxDist 56401		
	Bldg $	635,000.00	Book	21608			
LINCOLN RI 02865 4526	Land $	0.00	Page	526	NAV		
56434222280030302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-302
EAGLE MARKET MAKERS REAL ESTATE LLC	Value $	790,000.00	Price $	500,000.00	PUSE CONDOMINIUM		
3605 SPRINGHILL BUSINESS PARK STE A	Taxbl $	790,000.00	Date	5/7/2012 12:(	TaxDist 56401		
	Bldg $	790,000.00	Book	25195			
MOBILE AL 36608 1239	Land $	0.00	Page	481	NAV		
56434222280030303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-303
ROTHENBERG DAVID S &	Value $	610,000.00	Price $	535,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 303	Taxbl $	501,661.00	Date	8/24/2021 12	TaxDist 56401		
	Bldg $	610,000.00	Book	32850			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1699	NAV		
56434222280030304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-304
VALERIUS GERARD &	Value $	575,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 304	Taxbl $	393,940.00	Date	2/4/2019 12:(	TaxDist 56401		
	Bldg $	575,000.00	Book	30403			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	935	NAV		
56434222280030401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-401
REGINA FELICIA L &	Value $	655,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
110 DINSMORE ST APT A	Taxbl $	655,000.00	Date	2/24/2022 12	TaxDist 56401		
	Bldg $	655,000.00	Book	33361			
STATEN ISLAND NY 10314 3863	Land $	0.00	Page	1771	NAV		
56434222280030402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-402
PLUCHINO CHRISTOPHER &	Value $	810,000.00	Price $	995,000.00	PUSE CONDOMINIUM		
14823 BRAMBLEWOOD DR	Taxbl $	547,945.00	Date	7/21/2025 12	TaxDist 56401		
	Bldg $	810,000.00	Book	35900			
HOUSTON TX 77079 6303	Land $	0.00	Page	1648	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030403	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-403
ROTHMAN JAY	Value $	550,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 403	Taxbl $	410,289.00	Date	9/27/2019 12	TaxDist 56401		
	Bldg $	550,000.00	Book	31020			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1781	NAV		
56434222280030404	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT WT-D-404
HARTLEY ROGER E	Value $	595,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 404	Taxbl $	411,742.00	Date	11/18/2016 1	TaxDist 56401		
	Bldg $	595,000.00	Book	28723			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1441	NAV		
56434222280030501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-501
SLOSER MICHAEL E &	Value $	675,000.00	Price $	383,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 501	Taxbl $	395,739.00	Date	3/7/2003 12:(	TaxDist 56401		
	Bldg $	675,000.00	Book	14968			
SINGER ISLAND FL 33404 2851	Land $	0.00	Page	476	NAV		
56434222280030502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-502
NACCARATO LAURA	Value $	830,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	578,098.00	Date	3/14/2007 12	TaxDist 56401		
	Bldg $	830,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280030503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-503
AVON LOAN SERVICING LLC	Value $	725,000.00	Price $	715,000.00	PUSE CONDOMINIUM		
6 TURNBERRY CT # 503	Taxbl $	725,000.00	Date	7/19/2021 12	TaxDist 56401		
	Bldg $	725,000.00	Book	32734			
MOORESTOWN NJ 08057 3953	Land $	0.00	Page	1369	NAV		
56434222280030504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-504
BARSCH FRED A &	Value $	615,000.00	Price $	570,000.00	PUSE CONDOMINIUM		
6307 N COUNTRY RD	Taxbl $	615,000.00	Date	6/24/2015 12	TaxDist 56401		
	Bldg $	615,000.00	Book	27676			
WADING RIVER NY 11792 1638	Land $	0.00	Page	672	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-601
VESPA CHARLES J &	Value $	730,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 601	Taxbl $	420,892.00	Date	2/2/2010 12:(	TaxDist 56401		
	Bldg $	730,000.00	Book	23731			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1985	NAV		
56434222280030602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-602
FILIPSKI JAMES R TRUST &	Value $	900,000.00	Price $	10.00	PUSE CONDOMINIUM		
43 TOP NOTCH DR	Taxbl $	900,000.00	Date	5/6/2014 12:(	TaxDist 56401		
	Bldg $	900,000.00	Book	26838			
LITTLE FALLS NY 13365 5929	Land $	0.00	Page	297	NAV		
56434222280030603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-603
DAURIA NANCY M TR	Value $	660,000.00	Price $	198,000.00	PUSE CONDOMINIUM		
2 ORCHARD LN	Taxbl $	660,000.00	Date	3/10/2000 12	TaxDist 56401		
	Bldg $	660,000.00	Book	11699			
LEXINGTON MA 02420 2600	Land $	0.00	Page	1421	NAV		
56434222280030604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-604
SMITH LARRY M	Value $	715,000.00	Price $	465,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	450,947.00	Date	12/12/2019 1	TaxDist 56401		
	Bldg $	715,000.00	Book	31096			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	608	NAV		
56434222280030701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-701
SWEET RICHARD & BARBARA TRUST	Value $	740,000.00	Price $	27.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	739,371.00	Date	3/20/2023 12	TaxDist 56401		
	Bldg $	740,000.00	Book	34199			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1230	NAV		
56434222280030702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-702
BARBALIOS RYAN II	Value $	910,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 702	Taxbl $	910,000.00	Date	3/21/2025 12	TaxDist 56401		
	Bldg $	910,000.00	Book	35647			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	909	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-703
LORTIE JOINT TRUST	Value $	670,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	670,000.00	Date	3/19/2019 12	TaxDist 56401		
SAINT LAMBERT, QC	Bldg $	670,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	491	NAV		
56434222280030704	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-704
LORTIE JOINT TRUST	Value $	725,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	716,678.00	Date	3/19/2019 12	TaxDist 56401		
SAINT LAMBERT, QC	Bldg $	725,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	493	NAV		
56434222280030801	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-801
ERSCHELL SWEET BARBARA LIVING TRUST	Value $	750,000.00	Price $	0.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	746,691.00	Date	2/22/2024 12	TaxDist 56401		
	Bldg $	750,000.00	Book	34872			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1707	NAV		
56434222280030802	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-802
KORFF JOSEPH	Value $	920,000.00	Price $	825,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 802	Taxbl $	920,000.00	Date	2/23/2022 12	TaxDist 56401		
	Bldg $	920,000.00	Book	33347			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1010	NAV		
56434222280030803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-803
EID J FRANCOIS &	Value $	680,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	680,000.00	Date	7/24/2013 12	TaxDist 56401		
	Bldg $	680,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1495	NAV		
56434222280030804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-804
NISSLEY DAVID M &	Value $	735,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 804	Taxbl $	517,109.00	Date	11/2/2021 12	TaxDist 56401		
	Bldg $	735,000.00	Book	33138			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	320	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-901
OHMAN ANDERSON C SR	Value $	760,000.00	Price $	517,500.00	PUSE CONDOMINIUM		
PO BOX 277	Taxbl $	754,012.00	Date	2/16/2012 12	TaxDist 56401		
	Bldg $	760,000.00	Book	25050			
MIDDLEFIELD OH 44062 0277	Land $	0.00	Page	1389	NAV		
56434222280030902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-902
SLS AGENCY LLC	Value $	940,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	940,000.00	Date	10/4/2018 12	TaxDist 56401		
	Bldg $	940,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280030903	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-903
DOLUNAY OZER M	Value $	765,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 903	Taxbl $	216,963.00	Date	7/20/2023 12	TaxDist 56401		
	Bldg $	765,000.00	Book	34456			
RIVIERA BEACH FL 33404 2880	Land $	0.00	Page	595	NAV		
56434222280030904	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-904
VENTRESCA LEONARD &	Value $	745,000.00	Price $	302,500.00	PUSE CONDOMINIUM		
89 COTTAGE ST	Taxbl $	745,000.00	Date	7/18/2023 12	TaxDist 56401		
	Bldg $	745,000.00	Book	34477			
DOYLESTOWN PA 18901 4460	Land $	0.00	Page	1576	NAV		
56434222280031001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1001
LOBO ALFRED F &	Value $	770,000.00	Price $	755,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1001	Taxbl $	761,332.00	Date	3/25/2005 12	TaxDist 56401		
	Bldg $	770,000.00	Book	18316			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	734	NAV		
56434222280031002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1002
STAFFORD SIDNEY A LIVING TRUST	Value $	940,000.00	Price $	765,000.00	PUSE CONDOMINIUM		
9701 W GRAND AVE STE A	Taxbl $	940,000.00	Date	5/1/2020 12:(	TaxDist 56401		
	Bldg $	940,000.00	Book	31421			
FRANKLIN PARK IL 60131 3361	Land $	0.00	Page	638	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1003
IUELE GIUSEPPE &	Value $	700,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1003	Taxbl $	700,000.00	Date	5/2/2016 12:(	TaxDist 56401		
	Bldg $	700,000.00	Book	28342			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	626	NAV		
56434222280031004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1004
SAVOY RESOURCES LP	Value $	755,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
4334 MYERWOOD LN	Taxbl $	740,835.00	Date	12/21/2012 1	TaxDist 56401		
	Bldg $	755,000.00	Book	25735			
DALLAS TX 75244 7441	Land $	0.00	Page	1302	NAV		
56434222280031101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1101
HUDSON TAMMERA	Value $	780,000.00	Price $	980,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1101	Taxbl $	490,064.00	Date	6/24/2025 12	TaxDist 56401		
	Bldg $	780,000.00	Book	35855			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	159	NAV		
56434222280031102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1102
ANSPACH BARTH L &	Value $	950,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1102	Taxbl $	629,692.00	Date	5/31/2012 12	TaxDist 56401		
	Bldg $	950,000.00	Book	25252			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1045	NAV		
56434222280031103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1103
COMMODORE KNIGHT REALTY LLC	Value $	1,540,000.00	Price $	1,610,000.00	PUSE CONDOMINIUM		
1288 ALABAMA DR	Taxbl $	1,540,000.00	Date	2/25/2022 12	TaxDist 56401		
	Bldg $	1,540,000.00	Book	33364			
WINTER PARK FL 32789 2674	Land $	0.00	Page	1554	NAV		
56434222280031104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1104
DESMEULES CLAUDE &	Value $	765,000.00	Price $	275,000.00	PUSE CONDOMINIUM		
3500 AUTOROUTE LAVAL QUEST	Taxbl $	748,888.00	Date	5/1/1996 12:(	TaxDist 56401		
LAVAL QC	Bldg $	765,000.00	Book	09308			
H7T 2H6 CANADA	Land $	0.00	Page	1335	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1201
HOPKINS ROBERT J &	Value $	790,000.00	Price $	925,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1201	Taxbl $	739,278.00	Date	12/2/2024 12	TaxDist 56401		
	Bldg $	790,000.00	Book	35454			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1585	NAV		
56434222280031202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1202
WALKER REBECCA B &	Value $	960,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1202	Taxbl $	680,149.00	Date	8/29/2016 12	TaxDist 56401		
	Bldg $	960,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280031203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1203
MARTINO ROBERTO &	Value $	720,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
PO BOX 535	Taxbl $	717,409.00	Date	4/17/2017 12	TaxDist 56401		
	Bldg $	720,000.00	Book	29035			
KATONAH NY 10536 0535	Land $	0.00	Page	1778	NAV		
56434222280031204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1204
COCOZZA PAUL F &	Value $	775,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1204	Taxbl $	627,748.00	Date	9/28/2021 12	TaxDist 56401		
	Bldg $	775,000.00	Book	32943			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	357	NAV		
56434222280031401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1401
GAITO PETER &	Value $	1,015,000.00	Price $	995,000.00	PUSE CONDOMINIUM		
4 PEBBLE BEACH DR	Taxbl $	1,015,000.00	Date	3/14/2022 12	TaxDist 56401		
	Bldg $	1,015,000.00	Book	33405			
PURCHASE NY 10577 1512	Land $	0.00	Page	748	NAV		
56434222280031402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1402
JDL FLA HOLDINGS INC	Value $	970,000.00	Price $	795,000.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	958,986.00	Date	4/15/2014 12	TaxDist 56401		
TORONTO ON	Bldg $	970,000.00	Book	26737			
M3K 2A8 CANADA	Land $	0.00	Page	148	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031403	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-C-1403
BERGER MICHAEL J &	Value $	730,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1403	Taxbl $	505,864.00	Date	2/1/2022 12:(	TaxDist 56401		
	Bldg $	730,000.00	Book	33352			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1292	NAV		
56434222280031404	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-1404
ROBINSON FRED I TRUST &	Value $	785,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1404	Taxbl $	764,993.00	Date	4/23/2020 12	TaxDist 56401		
	Bldg $	785,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1722	NAV		
56434222280031501	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-1501
REA ANNE	Value $	810,000.00	Price $	352,000.00	PUSE CONDOMINIUM		
20 PEEPERS HOLLOW RD	Taxbl $	790,614.00	Date	7/9/2001 12:(	TaxDist 56401		
	Bldg $	810,000.00	Book	12746			
GREENWICH CT 06831 3225	Land $	0.00	Page	1505	NAV		
56434222280031502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1502
ONEILL ZAIRA Z	Value $	980,000.00	Price $	380,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1502	Taxbl $	480,720.00	Date	8/1/1993 12:(	TaxDist 56401		
	Bldg $	980,000.00	Book	07853			
SINGER ISLAND FL 33404 2881	Land $	0.00	Page	1943	NAV		
56434222280031503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1503
MASON MILO &	Value $	865,000.00	Price $	736,250.00	PUSE CONDOMINIUM		
6863 SPARROW HAWK DR	Taxbl $	865,000.00	Date	8/22/2018 12	TaxDist 56401		
	Bldg $	865,000.00	Book	30084			
WEST PALM BCH FL 33412 3053	Land $	0.00	Page	1605	NAV		
56434222280031504	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-1504
GALATI MARY &	Value $	795,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1504	Taxbl $	446,046.00	Date	6/18/2009 12	TaxDist 56401		
	Bldg $	795,000.00	Book	23311			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	674	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031601	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-A-1601
BUTLER MARY K TRUST	Value $	820,000.00	Price $	0.00	PUSE CONDOMINIUM		
2723 S ZUNIS AVE	Taxbl $	797,935.00	Date	12/19/2024 1	TaxDist 56401		
	Bldg $	820,000.00	Book	35466			
TULSA OK 74114 4235	Land $	0.00	Page	1484	NAV		
56434222280031602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1602
CASANO EGNAZIO &	Value $	990,000.00	Price $	1,209,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1602	Taxbl $	939,278.00	Date	1/18/2023 12	TaxDist 56401		
	Bldg $	990,000.00	Book	34079			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	338	NAV		
56434222280031603	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-1603
TRIOZZI MONICA M &	Value $	750,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1603	Taxbl $	585,599.00	Date	1/18/2012 12	TaxDist 56401		
	Bldg $	750,000.00	Book	24964			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1004	NAV		
56434222280031604	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-D-1604
CHRISTIANO ALBERT R	Value $	805,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1604	Taxbl $	749,278.00	Date	5/2/2025 12:(	TaxDist 56401		
	Bldg $	805,000.00	Book	35778			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1055	NAV		
56434222280031701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1701
EICHNER EUGENE &	Value $	830,000.00	Price $	259,900.00	PUSE CONDOMINIUM		
29 HEARTHSTONE DR	Taxbl $	805,255.00	Date	1/1/1991 12:(	TaxDist 56401		
	Bldg $	830,000.00	Book	06720			
DIX HILLS NY 11746 5031	Land $	0.00	Page	1460	NAV		
56434222280031702	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-1702
GEORGE LINDA E	Value $	1,640,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1702	Taxbl $	1,584,278.00	Date	7/7/2023 12:(	TaxDist 56401		
	Bldg $	1,640,000.00	Book	34434			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1314	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1703
MOXLEY GREGORY R &	Value $	760,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
4100 N OCEAN BLVD UNIT 1703	Taxbl $	522,730.00	Date	9/20/2004 12	TaxDist 56401		
	Bldg $	760,000.00	Book	17570			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1966	NAV		
56434222280031704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1704
BEACHFRONT 1704 LLC	Value $	815,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	815,000.00	Date	12/13/2021 1	TaxDist 56401		
	Bldg $	815,000.00	Book	33152			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	988	NAV		
56434222280031801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1801
RAUCCI PAUL	Value $	840,000.00	Price $	220,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1801	Taxbl $	196,562.00	Date	5/6/1998 12:(	TaxDist 56401		
	Bldg $	840,000.00	Book	10396			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1841	NAV		
56434222280031802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1802
WILLIAMS LYNDA S	Value $	1,010,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1802	Taxbl $	667,421.00	Date	4/22/2014 12	TaxDist 56401		
	Bldg $	1,010,000.00	Book	26854			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	179	NAV		
56434222280031803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1803
NAWROCKI DANIEL P	Value $	1,310,000.00	Price $	1,285,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1803	Taxbl $	1,186,136.00	Date	8/12/2021 12	TaxDist 56401		
	Bldg $	1,310,000.00	Book	32789			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1273	NAV		
56434222280031804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1804
QUIGGIN DAVID R &	Value $	825,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1804	Taxbl $	464,910.00	Date	6/16/2006 12	TaxDist 56401		
	Bldg $	825,000.00	Book	20608			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	225	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031901	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-A-1901
SINGER SIMONE	Value $	850,000.00	Price $	970,000.00	PUSE	CONDOMINIUM		
4100 N OCEAN DR APT 1901	Taxbl $	799,278.00	Date	5/6/2024 12:(	TaxDist	56401		
	Bldg $	850,000.00	Book	35028				
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	193	NAV			
56434222280031902	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-B-1902
1902 PAPA LLC	Value $	1,020,000.00	Price $	893,000.00	PUSE	CONDOMINIUM		
9 LANOCHE CT	Taxbl $	1,020,000.00	Date	10/24/2022 1	TaxDist	56401		
	Bldg $	1,020,000.00	Book	34048				
WILLIAMSVILLE NY 14221 1977	Land $	0.00	Page	1931	NAV			
56434222280031903	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-C-1903
ALEXANDER HERMAN &	Value $	780,000.00	Price $	700,000.00	PUSE	CONDOMINIUM		
2059 DONNA DR	Taxbl $	761,332.00	Date	11/13/2003 1	TaxDist	56401		
	Bldg $	780,000.00	Book	16203				
MERRICK NY 11566 5518	Land $	0.00	Page	1034	NAV			
56434222280031904	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-D-1904
KOYMEN HAKAN O &	Value $	835,000.00	Price $	565,000.00	PUSE	CONDOMINIUM		
2030 GREENSPRING VALLEY RD	Taxbl $	805,255.00	Date	6/19/2014 12	TaxDist	56401		
	Bldg $	835,000.00	Book	26909				
STEVENSON MD 21153 0650	Land $	0.00	Page	871	NAV			
56434222280032001	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-A-2001
HARRIGAN KATHRYN R	Value $	860,000.00	Price $	925,000.00	PUSE	CONDOMINIUM		
2521 PALISADE AVE PH C	Taxbl $	860,000.00	Date	8/22/2022 12	TaxDist	56401		
	Bldg $	860,000.00	Book	33806				
BRONX NY 10463 6141	Land $	0.00	Page	1026	NAV			
56434222280032002	Acres	0.00	Sales instr	QC	MTG		MARTINIQUE 2 COND	UNIT WT-B-2002
MITCHELL SAMUEL J &	Value $	1,030,000.00	Price $	10.00	PUSE	CONDOMINIUM		
4100 N OCEAN DR # 2002	Taxbl $	668,137.00	Date	6/28/2004 12	TaxDist	56401		
	Bldg $	1,030,000.00	Book	18229				
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1704	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2003
JULO ELIZABETH H TRUST	Value $	1,220,000.00	Price $	1,081,250.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2003	Taxbl $	1,220,000.00	Date	7/16/2020 12	TaxDist 56401		
	Bldg $	1,220,000.00	Book	31605			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	866	NAV		
56434222280032004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2004
LAND JAMES &	Value $	845,000.00	Price $	660,000.00	PUSE CONDOMINIUM		
2405 KENWYN BLVD	Taxbl $	819,896.00	Date	10/16/2020 1	TaxDist 56401		
	Bldg $	845,000.00	Book	31871			
AVON OH 44011 4730	Land $	0.00	Page	76	NAV		
56434222280032101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2101
DONEGAN LINDA B &	Value $	870,000.00	Price $	10.00	PUSE CONDOMINIUM		
3 GLARUS CT	Taxbl $	834,537.00	Date	10/4/2018 12	TaxDist 56401		
	Bldg $	870,000.00	Book	30224			
FAIRPORT NY 14450 4641	Land $	0.00	Page	1021	NAV		
56434222280032102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2102
FINN CATHERIN &	Value $	1,040,000.00	Price $	790,000.00	PUSE CONDOMINIUM		
2700 N OCEAN DR APT 1702A	Taxbl $	1,040,000.00	Date	10/26/2017 1	TaxDist 56401		
	Bldg $	1,040,000.00	Book	29471			
RIVIERA BEACH FL 33404 4780	Land $	0.00	Page	224	NAV		
56434222280032103	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-C-2103
ROBINSON FRED I TRUST	Value $	800,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2103	Taxbl $	775,973.00	Date	4/23/2020 12	TaxDist 56401		
	Bldg $	800,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1803	NAV		
56434222280032104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-2104
ROBINSON FRED I TRUST	Value $	855,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	821,360.00	Date	11/20/2023 1	TaxDist 56401		
	Bldg $	855,000.00	Book	34721			
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2201
PERRI JOHN &	Value $	880,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
15 CRINKLE CT	Taxbl $	841,858.00	Date	3/24/2015 12	TaxDist 56401		
	Bldg $	880,000.00	Book	27468			
NORTHPORT NY 11768 1856	Land $	0.00	Page	197	NAV		
56434222280032202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2202
KATSELNIK ARKADI &	Value $	1,050,000.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2202	Taxbl $	940,256.00	Date	2/16/2022 12	TaxDist 56401		
	Bldg $	1,050,000.00	Book	33328			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1095	NAV		
56434222280032203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2203
BANFE ALBERT C JR &	Value $	810,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 2203	Taxbl $	425,279.00	Date	10/8/2020 12	TaxDist 56401		
	Bldg $	810,000.00	Book	31837			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	85	NAV		
56434222280032204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2204
SHAFCO SOUTH LLC	Value $	1,025,000.00	Price $	1,250,000.00	PUSE CONDOMINIUM		
158 SHATTUCK WAY	Taxbl $	1,025,000.00	Date	2/22/2023 12	TaxDist 56401		
	Bldg $	1,025,000.00	Book	34284			
PORTSMOUTH NH 03801 7880	Land $	0.00	Page	1412	NAV		
56434222280032301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2301
MAHLER DOUGLAS R &	Value $	1,500,000.00	Price $	1,840,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2301	Taxbl $	1,449,278.00	Date	9/6/2023 12:(	TaxDist 56401		
	Bldg $	1,500,000.00	Book	34549			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	187	NAV		
56434222280032302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2302
WILLIS JOAN L	Value $	1,060,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2302	Taxbl $	821,553.00	Date	2/20/2021 12	TaxDist 56401		
	Bldg $	1,060,000.00	Book	32268			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1980	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2303
TAYLOR WILLIAM J &	Value $	820,000.00	Price $	681,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2303	Taxbl $	556,463.00	Date	5/31/2013 12	TaxDist 56401		
	Bldg $	820,000.00	Book	26109			
WEST PALM BEACH FL 33404 2883	Land $	0.00	Page	1387	NAV		
56434222280032304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2304
CLOUTIER CAROLYN	Value $	1,045,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2304	Taxbl $	857,645.00	Date	5/11/2021 12	TaxDist 56401		
	Bldg $	1,045,000.00	Book	32500			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	503	NAV		
56434222280032401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2401
CURRY MARK A &	Value $	1,560,000.00	Price $	1,900,000.00	PUSE CONDOMINIUM		
2801 DEER CHASE LN	Taxbl $	1,560,000.00	Date	10/5/2023 12	TaxDist 56401		
	Bldg $	1,560,000.00	Book	34603			
YORK PA 17403 9589	Land $	0.00	Page	1493	NAV		
56434222280032402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2402
GOLD RONALD D &	Value $	1,070,000.00	Price $	750,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2402	Taxbl $	727,774.00	Date	4/29/2015 12	TaxDist 56401		
	Bldg $	1,070,000.00	Book	27516			
RIVIERA BEACH FL 33404 2884	Land $	0.00	Page	447	NAV		
56434222280032403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2403
KOLE PETER &	Value $	830,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	797,935.00	Date	8/30/2002 12	TaxDist 56401		
	Bldg $	830,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280032404	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-2404
PROCIDA JOSEPH	Value $	1,415,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2404	Taxbl $	1,246,177.00	Date	9/3/2025 12:(	TaxDist 56401		
	Bldg $	1,415,000.00	Book	36003			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	837	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-LPH-1
POIRIER WILFRID &	Value $	910,000.00	Price $	587,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2501	Taxbl $	534,081.00	Date	5/9/2003 12:(	TaxDist 56401		
	Bldg $	910,000.00	Book	15267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	70	NAV		
56434222280032502	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-LPH-2
OTTOSEN KARL JOHN &	Value $	1,080,000.00	Price $	1,167,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2502	Taxbl $	972,053.00	Date	5/7/2021 12:(	TaxDist 56401		
	Bldg $	1,080,000.00	Book	32516			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	321	NAV		
56434222280032503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-LPH-3
VARGAS JOHN M &	Value $	970,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2503	Taxbl $	677,900.00	Date	1/31/2020 12	TaxDist 56401		
	Bldg $	970,000.00	Book	31205			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1553	NAV		
56434222280032504	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-LPH-4
SHACKLETON GRANDCHILDRENS TRUST	Value $	895,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2504	Taxbl $	895,000.00	Date	8/2/2024 12:(	TaxDist 56401		
	Bldg $	895,000.00	Book	35191			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1376	NAV		
56434222280032601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-PH-1
POMPEI CARL F &	Value $	990,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2601	Taxbl $	546,658.00	Date	10/22/2013 1	TaxDist 56401		
	Bldg $	990,000.00	Book	26421			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1292	NAV		
56434222280032602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-PH-2
STIVALETTA PATRICIA J	Value $	1,175,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR PH 2602 W	Taxbl $	544,378.00	Date	11/16/2007 1	TaxDist 56401		
	Bldg $	1,175,000.00	Book	22267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	377	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-PH-3
KRONFOL ZIAD &	Value $	850,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2603	Taxbl $	799,278.00	Date	5/16/2014 12	TaxDist 56401		
	Bldg $	850,000.00	Book	26847			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	143	NAV		
56434222280032604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-PH-4
NICOLO JOHN &	Value $	890,000.00	Price $	695,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2604	Taxbl $	621,971.00	Date	7/17/2014 12	TaxDist 56401		
	Bldg $	890,000.00	Book	26970			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	672	NAV		
56434222280040010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-1
DATAHAMI LTD PRTNRSHP	Value $	45,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	37,848.00	Date	11/9/2007 12	TaxDist 56401		
	Bldg $	45,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
56434222280040020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-2
REBECCA B WALKER REV TRUST	Value $	45,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1202	Taxbl $	37,848.00	Date	8/29/2016 12	TaxDist 56401		
	Bldg $	45,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280040030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-3
TOSIC CAROL S	Value $	40,000.00	Price $	725,000.00	PUSE CONDOMINIUM		
770 JUNE BERRY RD	Taxbl $	33,017.00	Date	4/30/2008 12	TaxDist 56401		
	Bldg $	40,000.00	Book	22625			
RIVERWOODS IL 60015 3720	Land $	0.00	Page	365	NAV		
56434222280040040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-4
FOX JANICE &	Value $	40,000.00	Price $	24,225.00	PUSE CONDOMINIUM		
43 SANDRINGHAM DR	Taxbl $	33,017.00	Date	1/31/2018 12	TaxDist 56401		
TORONTO ON	Bldg $	40,000.00	Book	29628			
M5M 3G4 CANADA	Land $	0.00	Page	126	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-5
EID J FRANCOIS &	Value $	40,000.00	Price $	15,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	33,017.00	Date	7/29/2013 12	TaxDist 56401		
	Bldg $	40,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1566	NAV		
56434222280040060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-6
KOLE PETER &	Value $	40,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	33,017.00	Date	8/30/2002 12	TaxDist 56401		
	Bldg $	40,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280040070	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-7
NACCARATO LAURA	Value $	45,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	37,848.00	Date	3/14/2007 12	TaxDist 56401		
	Bldg $	45,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280040080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-8
WITT AXEL &	Value $	40,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	33,017.00	Date	4/30/2004 12	TaxDist 56401		
	Bldg $	40,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280040090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-9
KENNEDY JOHN C &	Value $	45,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	37,848.00	Date	2/1/1990 12:(	TaxDist 56401		
	Bldg $	45,000.00	Book	06378			
KENTWOOD MI 49512 3911	Land $	0.00	Page	0179	NAV		
56434222280040100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-10
KENNEDY JOHH &	Value $	40,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	33,017.00	Date	12/30/2005 1	TaxDist 56401		
	Bldg $	40,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040110	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-11
HOFFMAN THOMAS G JR	Value $	40,000.00	Price $	390,000.00	PUSE CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	33,017.00	Date	7/16/2001 12	TaxDist 56401		
	Bldg $	40,000.00	Book	12801			
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV		
56434222280040120	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-12
MEYER JONATHAN T &	Value $	40,000.00	Price $	1,060,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	35,138.00	Date	2/18/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31272			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV		
56434222280040130	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-13
FIORINI MARK & MICHELLE TRUST	Value $	40,000.00	Price $	42,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	40,000.00	Date	4/16/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32476			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	603	NAV		
56434222280040140	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-14
FIORINI MARK & MICHELLE TRUST	Value $	40,000.00	Price $	42,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	40,000.00	Date	4/16/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32476			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	437	NAV		
56434222280040150	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT C-15
SCHROEDER ROBERT L &	Value $	40,000.00	Price $	730,000.00	PUSE CONDOMINIUM		
1612 E 800 AVE	Taxbl $	35,138.00	Date	1/28/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31215			
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV		
56434222280040160	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-16
WESHNAK CAROL A	Value $	45,000.00	Price $	100.00	PUSE CONDOMINIUM		
2625 RIVER RD	Taxbl $	37,848.00	Date	10/5/2010 12	TaxDist 56401		
	Bldg $	45,000.00	Book	24238			
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040170	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-17
CUTTS ANDREW M &	Value $	40,000.00	Price $	10,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	33,017.00	Date	10/24/2018 1	TaxDist 56401		
	Bldg $	40,000.00	Book	30235			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1252	NAV		
56434222280040180	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-18
DIAMOND AUDLEY &	Value $	40,000.00	Price $	28,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	33,017.00	Date	8/28/2015 12	TaxDist 56401		
	Bldg $	40,000.00	Book	27792			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1419	NAV		
56434222280040190	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-19
FINN JOHN F TRUST &	Value $	40,000.00	Price $	0.00	PUSE CONDOMINIUM		
147 PEACH HILL RD	Taxbl $	33,017.00	Date	7/16/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32778			
BERLIN MA 01503 1011	Land $	0.00	Page	432	NAV		
56434222280040200	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-20
SLS AGENCY LLC	Value $	40,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	33,017.00	Date	10/4/2018 12	TaxDist 56401		
	Bldg $	40,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280040210	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-21
PATEL PARESH &	Value $	40,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # ET 2502	Taxbl $	33,017.00	Date	9/9/2008 12:(	TaxDist 56401		
	Bldg $	40,000.00	Book	22867			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	346	NAV		
56434222280040220	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-22
AVON LOAN SERVICING LLC	Value $	40,000.00	Price $	25,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 503	Taxbl $	40,000.00	Date	3/29/2023 12	TaxDist 56401		
	Bldg $	40,000.00	Book	34225			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	506	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040230	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT C-23
ROBINSON FRED TRUST	Value $	40,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	35,138.00	Date	11/20/2023 1	TaxDist 56401		
	Bldg $	40,000.00	Book	34721			
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV		
56434222280040240	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-24
ACTON EDWARD &	Value $	40,000.00	Price $	37,500.00	PUSE CONDOMINIUM		
24 SALT POND RD	Taxbl $	35,138.00	Date	7/24/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31628			
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	777	NAV		
56434222280040250	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-25
KENNEDY JOHN C &	Value $	45,000.00	Price $	26,500.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	37,848.00	Date	12/5/2011 12	TaxDist 56401		
	Bldg $	45,000.00	Book	24900			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1865	NAV		
56434222280040260	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-26
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1718	NAV		
56434222280040270	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-27
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1680	NAV		
56434222280040280	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-28
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1665	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040290	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-29
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1592	NAV		
56434222280040300	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-30
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1637	NAV		
56434222280040310	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-31
BEACHFRONT CB 31 LLC	Value $	40,000.00	Price $	28,000.00	PUSE CONDOMINIUM		
17W729 ROOSEVELT RD	Taxbl $	35,138.00	Date	8/26/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31748			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1269	NAV		
56434222280040320	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-32
IRIONS VERA TR	Value $	40,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	40,000.00	Date	4/27/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222320010020	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
GRIGGS BRENDA JO &	Value $	1,310,000.00	Price $	1,000,000.00	PUSE CONDOMINIUM	UNIT 2A	
3920 N OCEAN DR APT 2-A	Taxbl $	651,420.00	Date	3/24/2020 12	TaxDist 56401		
	Bldg $	1,310,000.00	Book	31326			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	678	NAV		
56434222320010030	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
JOYNT BARBARA &	Value $	1,610,000.00	Price $	1,920,000.00	PUSE CONDOMINIUM	UNIT 3A	
3920 N OCEAN DR UNIT 3A	Taxbl $	1,219,239.00	Date	7/5/2005 12:(	TaxDist 56401		
	Bldg $	1,610,000.00	Book	18892			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1175	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MEDEIROS JOHN W &	Value $	2,240,000.00	Price $	1,270,000.00	PUSE	CONDOMINIUM	UNIT 4A
PO BOX 68	Taxbl $	2,093,663.00	Date	5/27/2015 12	TaxDist	56401	
	Bldg $	2,240,000.00	Book	27583			
WILBRAHAM MA 01095 0068	Land $	0.00	Page	587	NAV		
56434222320010050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
FRANCHINA ELIZABETH B &	Value $	2,255,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 5A
3920 N OCEAN DR UNIT 5A	Taxbl $	1,809,350.00	Date	12/18/2023 1	TaxDist	56401	
	Bldg $	2,255,000.00	Book	34735			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1429	NAV		
56434222320010060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
RACHUBA OASIS LLC	Value $	2,270,000.00	Price $	1,140,000.00	PUSE	CONDOMINIUM	UNIT 6A
946 MARIMICH CT UNIT A	Taxbl $	2,137,586.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,270,000.00	Book	17847			
SYKESVILLE MD 21784 4908	Land $	0.00	Page	503	NAV		
56434222320010070	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LONG MARGARET C EST	Value $	2,285,000.00	Price $	1,500,000.00	PUSE	CONDOMINIUM	UNIT 7A
4855 TECHNOLOGY WAY STE 630	Taxbl $	2,285,000.00	Date	5/29/2013 12	TaxDist	56401	
	Bldg $	2,285,000.00	Book	26062			
BOCA RATON FL 33431 3351	Land $	0.00	Page	58	NAV		
56434222320010080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
JACKSON GREGORY &	Value $	2,300,000.00	Price $	1,950,000.00	PUSE	CONDOMINIUM	UNIT 8A
18600 FAIRWAY DR	Taxbl $	2,181,509.00	Date	5/27/2016 12	TaxDist	56401	
	Bldg $	2,300,000.00	Book	28370			
DETROIT MI 48221 2279	Land $	0.00	Page	1055	NAV		
56434222320010090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOCHER JAMES G III &	Value $	2,315,000.00	Price $	2,260,000.00	PUSE	CONDOMINIUM	UNIT 9A
3920 N OCEAN DR APT 9-A	Taxbl $	1,641,525.00	Date	4/13/2017 12	TaxDist	56401	
	Bldg $	2,315,000.00	Book	29036			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	252	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GREENE TIMOTHY J &	Value $	2,330,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 10A
3920 N OCEAN DR APT 10A	Taxbl $	2,062,743.00	Date	11/16/2004 1	TaxDist	56401	
	Bldg $	2,330,000.00	Book	17785			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	1132	NAV		
56434222320010110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GOLDSTEIN DAVID	Value $	2,345,000.00	Price $	1,590,000.00	PUSE	CONDOMINIUM	UNIT 11A
3920 N OCEAN BLVD APT 11A	Taxbl $	1,498,010.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,345,000.00	Book	17809			
SINGER ISLAND FL 33404 2887	Land $	0.00	Page	1403	NAV		
56434222320010120	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
EICHNER THOMAS &	Value $	2,360,000.00	Price $	1,550,000.00	PUSE	CONDOMINIUM	UNIT 12A
3920 N OCEAN DR APT 12-A	Taxbl $	1,692,123.00	Date	4/24/2020 12	TaxDist	56401	
	Bldg $	2,360,000.00	Book	31405			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	461	NAV		
56434222320010140	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
CHOPRA RAVINDER N &	Value $	2,415,000.00	Price $	1,612,500.00	PUSE	CONDOMINIUM	UNIT 14A
3920 N OCEAN DR APT 14-A	Taxbl $	2,140,798.00	Date	8/2/2012 12:(	TaxDist	56401	
	Bldg $	2,415,000.00	Book	25411			
RIVIERA BEACH FL 33404 2888	Land $	0.00	Page	319	NAV		
56434222320010150	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SIMON SANDRA	Value $	2,670,000.00	Price $	3,900,000.00	PUSE	CONDOMINIUM	UNIT 15A
442 MARINER DR	Taxbl $	2,670,000.00	Date	2/15/2022 12	TaxDist	56401	
	Bldg $	2,670,000.00	Book	33360			
JUPITER FL 33477 4068	Land $	0.00	Page	590	NAV		
56434222320010160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
NEMEROFSKY STEPHEN L &	Value $	2,445,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16A
3920 N OCEAN DR APT 16-A	Taxbl $	1,572,351.00	Date	5/6/2020 12:(	TaxDist	56401	
	Bldg $	2,445,000.00	Book	31435			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1863	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010170	Acres	1.00	Sales instr	RD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TARDIFF JAMES G	Value $	2,460,000.00	Price $	1,263,421.00	PUSE	CONDOMINIUM	UNIT 17A
3920 N OCEAN DR APT 17A	Taxbl $	1,590,933.00	Date	2/3/2009 12:(	TaxDist	56401	
	Bldg $	2,460,000.00	Book	23176			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	635	NAV		
56434222320010180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LAPONZINA BABETTE J &	Value $	2,475,000.00	Price $	2,050,000.00	PUSE	CONDOMINIUM	UNIT 18A
3920 N OCEAN DR APT 18A	Taxbl $	1,667,014.00	Date	12/26/2020 1	TaxDist	56401	
	Bldg $	2,475,000.00	Book	32066			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1678	NAV		
56434222320010190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MAINTHIA KUSUM H	Value $	2,490,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 19A
3920 N OCEAN DR APT 19A	Taxbl $	1,793,320.00	Date	9/5/2019 12:(	TaxDist	56401	
	Bldg $	2,490,000.00	Book	30895			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1281	NAV		
56434222320010200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LARSON SCOTT K &	Value $	2,745,000.00	Price $	3,350,000.00	PUSE	CONDOMINIUM	UNIT 20A
3920 N OCEAN DR APT 20-A	Taxbl $	2,745,000.00	Date	8/27/2024 12	TaxDist	56401	
	Bldg $	2,745,000.00	Book	35248			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1842	NAV		
56434222320010210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
WHITTINGTON TIMOTHY S &	Value $	2,810,000.00	Price $	0.00	PUSE	CONDOMINIUM	PH-A
3920 N OCEAN DR APT 21A	Taxbl $	2,507,052.00	Date	11/12/2020 1	TaxDist	56401	
	Bldg $	2,810,000.00	Book	31942			
RIVIERA BEACH FL 33404 2811	Land $	0.00	Page	1834	NAV		
56434222320020020	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
HENLEY STEVEN &	Value $	1,885,000.00	Price $	3,443,417.00	PUSE	CONDOMINIUM	UNIT 2B
3920 N OCEAN DR APT 2B	Taxbl $	1,834,278.00	Date	6/2/2025 12:(	TaxDist	56401	
	Bldg $	1,885,000.00	Book	35836			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	1959	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020030	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
HYALEA FAMILY TRUST	Value $	2,185,000.00	Price $	1,800,000.00	PUSE	CONDOMINIUM	UNIT 3B
3155 THE BOULEVARD	Taxbl $	2,185,000.00	Date	1/18/2008 12	TaxDist	56401	
MONTREAL QUEBEC	Bldg $	2,185,000.00	Book	22440			
H3Y 1S1 CANADA	Land $	0.00	Page	295	NAV		
56434222320020040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCARMAZZO ROBERT &	Value $	2,575,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 4B
3920 N OCEAN DR APT 4B	Taxbl $	1,366,197.00	Date	1/26/2023 12	TaxDist	56401	
	Bldg $	2,575,000.00	Book	34110			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	706	NAV		
56434222320020050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCHNEIDER NEIL S &	Value $	2,590,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 5B
3920 N OCEAN DR APT 5B	Taxbl $	2,069,590.00	Date	7/9/2018 12:(	TaxDist	56401	
	Bldg $	2,590,000.00	Book	30016			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	407	NAV		
56434222320020060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
DUVA HOLDINGS LIMITED PARTNERSHIP	Value $	2,605,000.00	Price $	1,140,000.00	PUSE	CONDOMINIUM	UNIT 6B
2635 RENA RD	Taxbl $	2,605,000.00	Date	11/11/2004 1	TaxDist	56401	
MISSISSAUGA ON	Bldg $	2,605,000.00	Book	17795			
L4T 1G6 CANADA	Land $	0.00	Page	1906	NAV		
56434222320020070	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
PIRES NIDIA V	Value $	2,620,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 7B
49 STEVENSON LN	Taxbl $	2,620,000.00	Date	7/9/2024 12:(	TaxDist	56401	
	Bldg $	2,620,000.00	Book	35154			
SADDLE RIVER NJ 07458 2229	Land $	0.00	Page	443	NAV		
56434222320020080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TURGEON PIERRE	Value $	2,635,000.00	Price $	1,220,000.00	PUSE	CONDOMINIUM	UNIT 8B
3920 N OCEAN DR APT 8B	Taxbl $	2,136,268.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,635,000.00	Book	17847			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	404	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
PARRIN RICHARD S &	Value $	3,825,000.00	Price $	4,500,000.00	PUSE	CONDOMINIUM	UNIT 9B
3920 N OCEAN DR APT 9B	Taxbl $	3,774,278.00	Date	1/5/2023 12:(	TaxDist	56401	
	Bldg $	3,825,000.00	Book	34054			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	1310	NAV		
56434222320020100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
BLOOM KENNETH &	Value $	2,665,000.00	Price $	2,600,000.00	PUSE	CONDOMINIUM	UNIT 10B
PO BOX 1062	Taxbl $	2,665,000.00	Date	2/8/2021 12:(	TaxDist	56401	
	Bldg $	2,665,000.00	Book	32185			
QUOGUE NY 11959 1062	Land $	0.00	Page	217	NAV		
56434222320020110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOZIK STEPHEN &	Value $	2,680,000.00	Price $	3,349,500.00	PUSE	CONDOMINIUM	UNIT 11B
3920 N OCEAN DR APT 11B	Taxbl $	2,629,278.00	Date	2/7/2023 12:(	TaxDist	56401	
	Bldg $	2,680,000.00	Book	34130			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1008	NAV		
56434222320020120	Acres	1.00	Sales instr	DT	MTG		OASIS SINGER ISLAND CONDOMINIUM
RTA ASSOCIATES LLC	Value $	2,695,000.00	Price $	1,650,000.00	PUSE	CONDOMINIUM	UNIT 12B
7870 LEHIGH XING STE 1	Taxbl $	2,695,000.00	Date	7/16/2012 12	TaxDist	56401	
	Bldg $	2,695,000.00	Book	25327			
VICTOR NY 14564 8819	Land $	0.00	Page	222	NAV		
56434222320020140	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KONDA PRASAD &	Value $	2,775,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 14B
3920 N OCEAN DR # 14B	Taxbl $	1,710,856.00	Date	9/2/2005 12:(	TaxDist	56401	
	Bldg $	2,775,000.00	Book	19448			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	182	NAV		
56434222320020150	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KENNELLEY MARK &	Value $	2,790,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 15B
3920 N OCEAN DR APT 15B	Taxbl $	2,259,954.00	Date	6/5/2020 12:(	TaxDist	56401	
	Bldg $	2,790,000.00	Book	31477			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1187	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
ZUCHOWSKI JOHN	Value $	2,805,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16B
3920 N OCEAN DR UNIT 16B	Taxbl $	1,787,446.00	Date	8/16/2022 12	TaxDist	56401	
	Bldg $	2,805,000.00	Book	33818			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1524	NAV		
56434222320020170	Acres	1.00	Sales instr	SA	MTG		OASIS SINGER ISLAND CONDOMINIUM
HUGHES KEVIN JOHN	Value $	2,820,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 17B
647 OLYMPIA HILLS CIR	Taxbl $	2,820,000.00	Date	6/27/2013 12	TaxDist	56401	
	Bldg $	2,820,000.00	Book	26146			
BERWYN PA 19312 1982	Land $	0.00	Page	1585	NAV		
56434222320020180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCOLLAN GERARD	Value $	2,835,000.00	Price $	1,790,000.00	PUSE	CONDOMINIUM	UNIT 18B
80 BROWNS RIVER RD	Taxbl $	2,835,000.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,835,000.00	Book	17821			
SAYVILLE NY 11782 3240	Land $	0.00	Page	588	NAV		
56434222320020190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MANDEL DANIEL S &	Value $	2,850,000.00	Price $	2,400,000.00	PUSE	CONDOMINIUM	UNIT 19B
3920 N OCEAN DR APT 19B	Taxbl $	1,812,002.00	Date	11/4/2015 12	TaxDist	56401	
	Bldg $	2,850,000.00	Book	27922			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1827	NAV		
56434222320020200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MOORE EDWARD A JR &	Value $	2,865,000.00	Price $	2,662,000.00	PUSE	CONDOMINIUM	UNIT 20B
3920 N OCEAN DR APT 20B	Taxbl $	1,850,480.00	Date	6/15/2018 12	TaxDist	56401	
	Bldg $	2,865,000.00	Book	29943			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1418	NAV		
56434222320020210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOYMEN NAIM &	Value $	3,085,000.00	Price $	10.00	PUSE	CONDOMINIUM	PH-B
3920 N OCEAN DR PH B	Taxbl $	3,034,278.00	Date	10/18/2021 1	TaxDist	56401	
	Bldg $	3,085,000.00	Book	33082			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

3930 N Ocean Drive
Project Narrative
Revision: December 5, 2024

HHC Singler Island, LLC ("Applicant"), is the owner of the +/- 3.33 acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the southeast corner of Gulfstream Way and N Ocean Drive, in the City of Riviera Beach ("City"). The Property has a zoning designation of RM-20, High Density Multiple Family, and a land use designation of MF-20, High Density Multiple Family. Currently, the Property is undeveloped.

The Applicant is seeking site plan approval to redevelop the Property with a two hundred (200) foot tall, 52-unit high-rise residential building that will include 121 parking spaces, a swimming pool, an outdoor recreational space, a multipurpose room, and an exercise room ("Project"). As proposed, even at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet. Consistent with the intent of the City's Land Development Code ("Code"), the Project includes a significant amount of open space throughout. It is important to note that the Project was carefully designed after several iterations aimed at conforming to the Code proved unsatisfactory. One of the biggest design challenges was adherence to the Code's high rise setback requirements. Each attempt to adhere strictly to this dimensional regulation resulted in obstructed view corridors, smaller living units, and a less attractive overall building design. As a result, in close coordination with City staff, the Applicant is also submitting a proposed amendment to the text of the City's Code. The proposed text amendment modifies the City's high-rise setback requirements and allows for the design of the Project presented which has received the approval of the adjacent condominium associations.

Amenities

We are currently exploring a diverse array of amenities designed to enhance convenience, recreation, and community engagement. These potential offerings may include direct beach access, a welcoming lobby lounge, private conference rooms, co-working spaces, and secure mailboxes. For pet owners, a pet spa and dog walking trails are under consideration, while social spaces could feature a coffee shop, party room, event/social lounges, and kids and teens clubs. Wellness amenities may include treatment rooms, a yoga room, a fully equipped fitness gym, pool access, steam and sauna facilities, and dedicated men's and

women's spas with changing rooms and showers. Additional conveniences may include a golf simulator, bike/kayak/paddleboard storage, and thoughtfully designed areas like restrooms and a bike-friendly setup, ensuring a seamless experience for all residents and visitors.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Riviera Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 4279: Amendment to Section 31-243 (5) (e), Minimum Building Setbacks

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Riviera Beach is of the view that a business impact estimate is *not* required by state law[1] for the proposed ordinance, but the City of Riviera Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law the City of Riviera Beach hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Riviera Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Riviera Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

Carol	Gold	4100 N. Ocean Dr. 2402	carol.gold@rbc.com	917 826-1855
Catherine	Finn	4100 N. Ocean Dr #2020	Cathy.finn@fibertech.com	508-868-4416
John	Finn	" " " " "	Jack.finn@fibertech.com	978-807-2796
Catherin	Finn	6020	" " "	" "
John	Finn	6030	" " "	" "
Audley	Diamond	4000 N OCEAN DR	adiamond@comcast.net	4104992600
Roslyn	Diamond	" "		4104992400
Sonia	Krejcostman	4000 N. Ocean Dr	Miravalsetra@hotmail.com	518-366-8764
Jaime	Krejcostman	4000 N. Ocean Dr	Jacajaime@gmail.com	518-495-6275
CAROLINE	SAVOY	4100 N OCEAN DR	CAROLINE@SAVOY-FOUNDATION.ca	514-793-2866
LAURA T	NACCARATO	4100 N. OCEAN DR	lauratnac@icloud.com	215-284-2444
Joan	Sloser	4188 N. Ocean Dr SOUTH	joansloser@icloud.com	561 445 3535
Jay	Hoffman	4100 N Ocean Dr	Jayhoffman7@aol	917 214 6593
Sherry	Shuman	4100 N. Ocean Dr #902	shuman2@comcast.net	248-302-4285
	Shuman	4100 N Ocean Dr 902	mshuman1791@gmail.com	248 302-4285
John	Muraco	4100 N Ocean Dr 2044	gocuda204@yahoo.com	315-727-1190
JULIANA	JUELE	4100 N OCEAN DR 1003		3472653815
QUIGGIN	QUIGGIN	4100 N. OCEAN DR		561 865 8888
Elena	Wade Zahnd	#1002	elena@elenalaw.com	954 292 4900
Rebecca	Walker	4100 North Ocean Dr. #202	rbwbrealty@comcast.net	603-781-7880
Roger	Hartley	4100 N Ocean Dr 404	hartleyroger@yahoo.com	561 747 6758
[redacted]				
[illegible]	Reddog	4100 N Ocean Dr #1702	Bob.Smith@Tdw.com	561 302 5823
[illegible]	DeGorgio	4100 N Ocean Dr #1001	ilenedejong@yahoo.com	

Dana	Johnson	4000 N. Ocean Dr #503	danaajohns#@gmail	561-329-7194
Constant	Mechas	4000 N Ocean 2404	mechas383@yahoo.ca	
Renee	Schaef	4000 N. Ocean	RSSREHAB@AOL.com	
Marilyn	Peirce	4050 N Ocean Dr #201	mpeirce@earthlink.net	561 309 3575
Victoria	Reynolds	4000 N. Ocean Dr #1104	michaelavreynolds@gmail.com	614-679-6438
James	Papoutsis	4000 N. Ocean Dr #404	Papoutsisgroup@bellsouth.net	208-638-0888
Bessie	Papoutsis	4000 N. Ocean Dr. #402	hotpinkhouse@bellsouth.net	208-732-0888
Lourdes	Pagan	BEACHFRONT 1202 LLC 4000 N Ocean #1202	Birdsong Pagan@gmail.com	630-335-9291
Rigas	Papoutsis	BEACHFRONT 601 LLC 4000 N. Ocean #601	Rigaspapoutsis@bellsouth.net	630-280-0007
CAROL	TOSIC	4050 N. OCEAN # 303	TOSICCAROL@GMAIL.com	561 847 5743
Nancy	Perry	4000 N. Ocean 802	Nancyrubleperry@aol.com	561-847-2397
SKIP	HUDSON	4000 N. Ocean 603	Kittynskip@aol.com	561-310-1078
Stuart	Kaplan	4000 N. Ocean 1904	psustu72@gmail	215-620-1755
Katie	Sears	4000 N. Ocean 2603	KatieSears9@gmail	561-779-8604
Robert	Croxford	4000 N. Ocean 504	croxybaby@msn.com	407-719-2903
WILLIAM	FERRY	4000 N. OCEAN 2202	JDBF918@COMCAST.NET	413 374 6111
Jane	Ferry	4000 N Ocean Dr 1202	janeb918@comcast.net	413 374 6111
Don	McManus	4000 N. OCEAN Dr.	DONMCMN35@GMAIL	407) 760-5021
Sue	Beddow	4000 N. Ocean Dr 1504	suebeddow@gmail.com	(201) 466 6218
Cindy	Fink	4000 N. Ocean D 1603	Fourfinks81@yahoo.com	516-398-0932
Bruce	Fink	4000 N. Ocean Dr. 1603	BFink@enterrels.com	516-521-0783
MICHELLE	McCULLOCH	4000 N. OCEAN DR. # 1903	tmcculloch9@gmail.com	415-609-5434
Marla	Colletti	4000 N. Ocean Dr #1404	themarlab@hotmail.com	631 445-0567
Charles	Colletti	4000 N. Ocean Dr #1404	Charlie@rmng.com	631-484-9461

Diana	Papa	4100 N Ocean Dr #1902 WT	DPapa@NFA.com	716-698-8000
Ronald	PAPA	4100 N Ocean Dr #1902	RPAPA1@NFA.com	716-583-7972
FRAN	TICE	4000 N. Ocean Dr #303	FRANCINETice@aol.com	716-583-7272
Gary	Morel	4100 N Ocean Dr #1101	garymorel@aol.com	585 649 2566
Kathy	Bigler	4100 N Ocean Dr #1101	Chipotg@sbcglobal.net	918-693-4000
Al	Christiano	4100 N Ocean Dr. Apt 1604	arcmbc@rochester.rr.com	585-766-7949
ELLEN	BERGER	4100 N Ocean Dr UNIT 1403	ellen@ebergerRE.com	410 991 9595
Michael	BERGER	400 N Ocean DR #1403	mbergerdds@gmail.com	410 991 6165
Monica	ANDRES	4000 N. Ocean Drive #1002	monicaandres@mac.com	561-845-9411
Robert	DRUCE	4000 N Ocean Drive #1002 #903	robertdruce@mac.com	561 845 9411
PATRICIA	DOWNEY	4000 N. OCEAN DRIVE	downeyp@COMCAST.NET	215-450-4745
NANCY	McMANUS	4000 N. OCEAN Dr UNIT 1203	NBmcd1uck@icloud.com	(407) 760-2585
Eleanor	Laudicina	4000 N. Ocean DR #904	eleanorlaudicina@AOL.com	(561) 427-7911
Robert	Laudicina	4000 N. Ocean FL 904	RFLaudicina	561-537-7603

Lynda	Williams	410 N. Ocean Dr	lyndawilliams@hotmail.com	561-844-7893
ZAIRA	O'NEILL	4100 N. OCEAN DR	ZAIRAONEILL@MAC.COM	561-758-0233
JOAN	WILLIS	400 N. OCEAN DR 2302	stevejoani@aol.com	Tel 842-946
Carlyn	Kowalsky	1100 Gulfstream Way	carlynkowalsky@gmail	561-248-3
Andy	Kowalsky	1100 Gulfstream Way	akowalsky@bellsouth.	561-236-4629

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Martinique East tower units: **2102, 2302, 2303 and 2403**

Sebastian Koreneff
BK Group oy
seba@koreneff.com
+358 500 643 500

To: tlheureux <tlheureux@yahoo.com>
Subject: RE: To: Riviera Beach planning and zoning, city council, and mayor.

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

William Taylor
4100 N Ocean Drive 2303W
Singer Island, FL

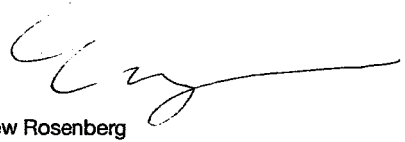
4000 N. Ocean Drive
ET 804
Riviera Beach, FL 33404
3-27-2025

To: Riviera Beach planning and zoning, city council, and mayor.

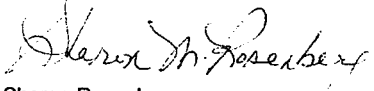
The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island.

We, the undersigned, are against changes to the current high rise setbacks rules.

Please do not allow any variance on that property.



Andrew Rosenberg
4000 N. Ocean Drive
ET 804
Riviera Beach, FL 3340
arsports@gmail.com
203-219-5373



Sharon Rosenberg
4000 N. Ocean Drive
ET 804
Riviera Beach, FL 3340
shari128@gmail.com
203-979-0008

The Builder, Turnbury, which plans to build on 3930 North Ocean Drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules. Thank you.

Betty Lou and Kenneth Minasian
Apt. 301 WT, Martinique II
4100 North Ocean Drive
Singer Island, Florida 33404
401-486-1530
bettylou@suburbantours.com

Betty Lou Minasian *- Vice President*
SUBURBAN TRAVEL & TOURS
1243 Mineral Spring Avenue Suite 2
North Providence, Rhode Island 02904
(P) 401-723-6770 - (TF) 800-431-3004

Claude Desmeules

Président du Conseil

Groupe Automobile Desmeules



The builder, Turnbury, which plans to build on 3930 North Ocean Drive, Singer Island is requesting a change to the high rise set back. I, the undersigned, am against changes to the current high rise setbacks.

Gregory Walker, 4100 North Ocean Dr #1202

Greg305south@gmail.com. 603/978-2851

Sent from my iPhone

To: Riviera Beach Planning and Zoning Commission, City Council, and Mayor.

The builder, Turnbury, which plans to build on 3930 N. Ocean Drive, Singer Island, FL 33404, is requesting a change to the high rise set back. I am against these changes to the current high rise setbacks rules, and would like to see this rejected.

Thank you,

Mary G. Burke

Contact Information:

Mary G. Burke
4000 N. Ocean Drive
Apt. 702 ET
Singer Island, FL 33404

mburke@burkeagency.com

248-770-9097

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Homeowner: Jonathan Shafmaster
Address: 4100 N Ocean Dr, Apt 2204
Riviera Beach, FL 33404

Email: kellis@littlebaylobster.com
Phone: 603-343-7414

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. I, the undersigned, am against changes to the current high rise setbacks rules.

ANTHONY PROVANZANO
4000 NORTH OCEAN DRIVE-UNIT 1704
RIVIERA BEACH, FL 33404
Email:tp@pmcpafirm.com
Cell #-617-448-1122.

Signed by: Antyhony Provanzano

Best regards,

Tony Provanzano
Provanzano & Marchesiani P.C.
11780 US Highway 1, suite N207
Palm Beach Gardens, Fl 33408
Telephone: 561-293-2914
Facsimile: 561-293-2914
E-mail: tp@pmcpafirm.com

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Dan Nawrocki

4100 N. Ocean Drive, Apt. 1803
Riviera Beach, Fl 33404

dnawrocki@pcconstruction.com

919-437-4615

Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

John Marques
3980 N Ocean OV-1
Riviera Beach FL 33404

561-307-2050
jmarques@ih-corp.com

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Kathryn Rudie Harrigan
2001 –WT
4100 N. Ocean Drive
Singer Island, Riviera Beach, FL 3404
Krh1@gsb.columbia.edu

The builder, Turnbury, which plans to build on 3930 N. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Nicola and Lori Sisto
3966 N Ocean Drive
Riviera Beach, FL
33404
Lorisisto@gmail.com
561-312-7624

requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Mark Rosenberg and Janice Fox
4000 N Ocean Drive # 1503
Riviera Bech 33404
416 464-8668

Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Considering the over development of SInger Island, beach overcrowding, water quality, we also believe this land should be developed as a low rise or town homes. Enough is enough.

Sue and Dave Beddow
4000 N. Ocean Blvd.
#1504
Riviera Beach, FL 33404
(301) 466-6318

The builder, Turnbury, which plans to build on 3930 N. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Amanda Sill & Dale Schulz

4000 North Ocean Drive

1102 East Tower

Singer Island, FL 33404

Mobile: 612-709-9813

Furthermore, the intrusiveness of the 3930 tower will be exacerbated should the ordinance change and/or variance (e.g., documented as Source 1 on page 8) be granted to the developer. The impact of the ordinance change and/or variance may increase wind speed to dangerous levels, destroys sightlines, and shades our property. Therefore, we believe the ordinance change and/or variance requested by the developer excessively harms our property and should be rejected or the 3930 tower be sited westward based on a thorough wind evaluation.

Unfortunately, I was unable to attend the meeting on this subject held March 14 but I understand the developer indicated that they met with the Martinique II last year and that we had no objections. I do not believe that was a fair statement of the Martinique II concerns. ***The information provided to the Martinique II last year did not specify the ordinance change and/or variance or present sufficient detail to understand how impactful or potentially dangerous the new building would be to our living environment.*** Now that the plans are firming up and ordinance change and/or variance details are available, we have significant concerns which make the current proposed building design undesirable. We understand the property at 3930 is a valuable asset and can be developed, we just believe there ought to be a better land usage than a tower with such adverse impact on adjacent properties.

To assess the 3930 tower impact, information was obtained from the following sources:

1) Presentation slides of March 14 concerning the requested ordinance change and/or variance obtained by a person in attendance. (photo representation attached)
2) An estimated site plan available from a previous developer tower proposal on the 3930 lot. This is a composite plan based on the information available and my understanding of the site layout. This plan is deemed sufficiently accurate for the purposes of this discussion. (photo representation attached)
3) Drawing rendering and tower information available from www.floridayimby.com entitled "Developer Proposes High-Rise Residential Tower for 3930 North Ocean Drive, Riviera Beach, FL", by Colt Dodd, dated February 27, 2025. (photo representation attached)
4) The "Notice of Neighborhood Meeting" rendering sheet mailed to us by the developer. (photo representation attached)
5) NOAA solar calculator (screen shot photo for the winter solstice of 2025 is attached)

Wind on Singer Island must flow between the towers or over the tower roofs. Near the ground the wind moves between the buildings. The position of the proposed 3930 tower creates a wind flow area reduction pinch point between the Martinique II east tower to the north and the Oasis east tower to the south. This places three high towers in close proximity (perhaps the closest on the island) and seemingly gives no forethought to how the wind speed will be affected. The area reduction is estimated at over 27%, meaning the wind speed will increase by 27% at a minimum between these buildings. This wind will then sweep over the pool deck of the Martinique II and strike our pool deck buildings (Cabanas, Ocean Villas, and possibly our Restaurant). The public beach access walk south of the Martinique II complex will also be adversely affected by the wind increase.

We have wind speed concerns already between the Cote D'Azur west tower and the Martinique II west tower for the same reason. The wind speed can be dangerous for the ill-prepared or elderly persons walking across the Martinique II west tower outdoor parking area to reach the lobby entrance. The same happens between our Ocean House building and our east tower. People need to be careful not to lose their balance or belongings. We object to allowing creation of potentially dangerous wind conditions.

Allowing the ordinance change and/or variance will allow a wider tower and exacerbate the wind speed. It will render our pool deck potentially unusable in prevailing wind conditions currently enjoyable. Access to the Martinique II southeast Cabanas may also be rendered unsafe to open in such prevailing wind conditions. For example, wind gusts in the range of 40 mph can be dangerous and with the 3930 tower obstruction this means wind gusts of just over 30 mph can be dangerous. Wind gusts of 30 mph may happen infrequently throughout the year, but why is such a potential public safety risk condition being considered when the existing ordinance helps address this concern?

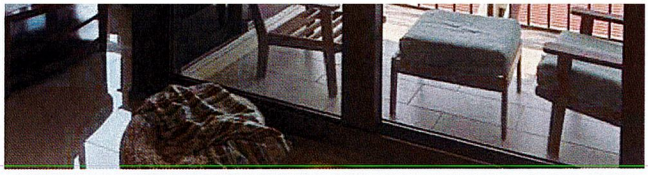
The impact to hurricane wind speed is also significant. I understand per the PZB–Building Division web site, the Martinique II falls into a risk category III structure. As a risk category III building the current design wind speed requirement is per Section 1609 – Wind Loads. Section 1609 specifies in Section 1609.3 the ultimate wind speed is per Figure 1609.3(2). Figure 1609.3(2) indicates using an ultimate wind speed of 190 mph for design. Now, with the proposed 3930 tower built, a 190 mph wind speed is reached at a wind speed of 150 mph (1.27 * 150 mph = 190 mph). [redacted]

foyer.



The view left to right is the ocean, the east Oasis tower (blocked by our sliders), more ocean view, the Oasis west tower, The Resort tower, and then the inland view. This view will be essentially gone with the tower at 3930. We lose nearly 100% of the ocean view and will only have views of the 3930 tower, a sliver of ocean view before the Oasis west tower (blocked by our door frame in this picture), the west Oasis tower, The Resort tower, and inland. It is well known that people pay for ocean views. Having the ocean view essentially blocked will reduce our residence value.

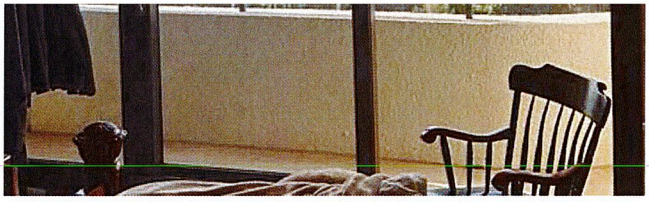
The next photo below is the current view after walking about 8 ft south from the above photo and facing southeast. Again, the ocean view will be blocked with the new tower except for a tiny portion east of the west Oasis tower.



The photo below is viewing east-southeast, but at a position near the interior south wall of the residence. The small sliver of ocean to the left between the Martinique II east tower and our residence glass door will be the only ocean view at this position, the entire ocean view right of the dark vertical door frame will be blocked by the tower.



Finally, our master bedroom view is presented below. This is what we currently see as we enter the master bedroom. This view will be essentially blocked by the new 3930 tower and the Oasis west tower, leaving a tiny view east of the west Oasis tower. Clearly this is adversely impactful to our property



NOTE: While this assessment was for our residence (804) in the Martinique II west tower, similar sight reductions will be evident on all floors in our stack (4-stack) of the building except perhaps the highest floors. The west tower 2-stack will have more ocean view reduction to the south and southeast than us, but will keep their ocean view to the east.

Sun Shading

During the winter season (i.e., high season) many owners at Martinique II return to enjoy the sunshine of our pool area. Currently our own east tower blocks the sun early in the winter morning till about 10am, but then the deck is bathed in sunlight till sunset. The addition of the 3930 tower will significantly block the sun and put a large section of our pool deck and Ocean Villas in shade for a large portion of the day and year. To assess this impact, the solar calculator of the NOAA was used to determine the sun elevation angle at noontime for Riviera Beach (26.7753° N latitude and -80.0589° (W) longitude). The sun angle was then used calculate the shadow cast on our east pool, east pool south deck, and eastern Ocean Villas at noontime for several days throughout the year.

Shade distance from 3930 tower = Tower Height / Tan(sun angle) = 180 ft / Tan(sun angle)

High Season: Nov 15 to April 30

- Nov 15: Noon sun angle = 44.56 deg
- Dec 1: Noon sun angle = 41.28 deg
- Dec 21: Noon sun angle = 39.61 deg (Winter Solstice)
- Jan 1: Noon sun angle = 39.95 deg

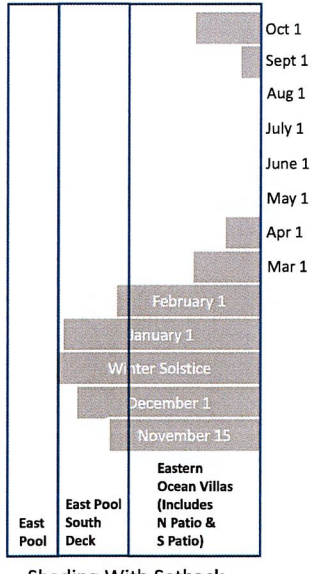
With the ordinance change and/or variance, it is clear the 3930 tower will:

- Partially shade the east pool and completely shade the adjacent southern deck for about 6 weeks during high season around the winter solstice. This is at a time when folks want to feel the sun (plus there is the increased wind speed as discussed earlier).
- Completely shade the eastern Ocean Villas south patio for nearly the entire high season.
- Shade the eastern Ocean Villas north patio for most of the high season.
- Make the east pool and southern deck cool and undesirable, again adversely affecting us at Martinique II.

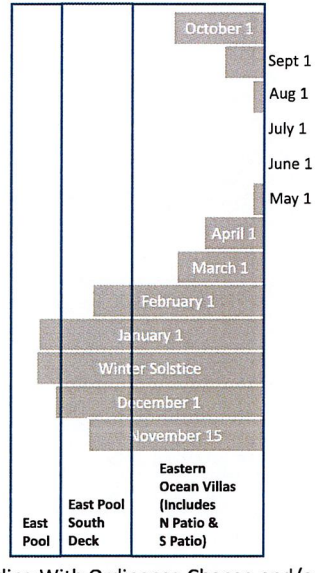
Shade Projected by 3930 Tower

Estimate based on:

- 180 ft tower above pool deck
- NOAA sun elevation angles
- 26.7753 N Latitude
- -80.0589 (W) Longitude



Shading With Setback

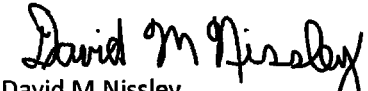


Shading With Ordinance Change and/or Variance Setback

- Perform a thorough wind speed study of the Martinique II, 3930 tower, and Oasis buildings.
- Perform a site line study for the Martinique II residents
- Perform a more thorough sun shade study based on the 3930 tower position relative to the Martinique II amenities and buildings.

Thank you for your attention in this matter.

Sincerely,



March 28, 2026

David M Nissley
Address: 4100 N Ocean Dr, Apt 804
Email: ghnissley@comcast.net
Phone: 860-368-9465

Occupation: Retired Engineering Fellow with experience in

- Structural fatigue and damage tolerance (crack growth)
- Metals and composite materials
- Heat transfer
- Aerodynamics

1. Except as specified in subsection (5)(e)(2) below, all buildings in excess of two stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.

2. A building that complies with the following standards shall not be required to provide two feet additional setback from each property line for each additional story of height above 10 stories:
   a. Makes a contribution to the Parks and Recreation trust fund pursuant to Section 31-243(12); and
   b. Covers no more than 50 percent of the lot.

roposed Language: Section 31-243(12)

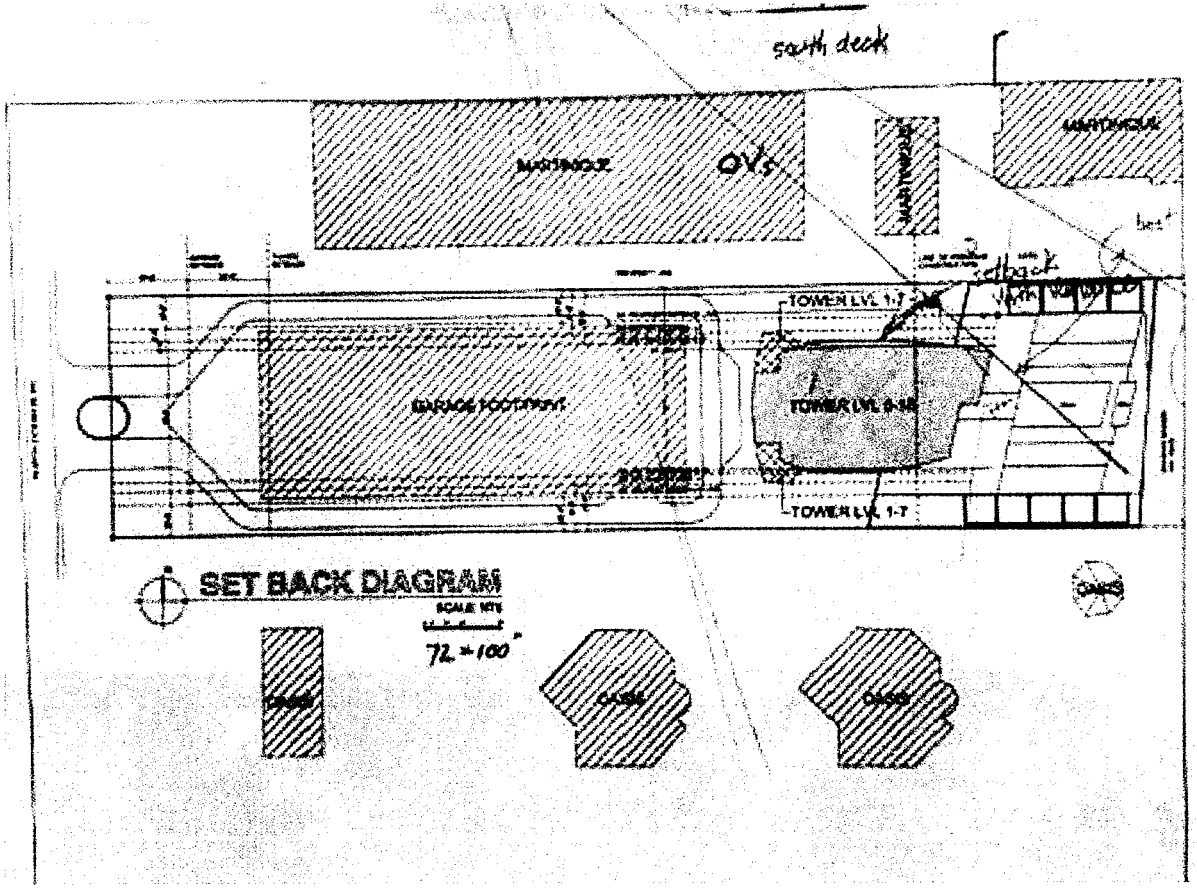
rks and recreation trust fund established; contributions in lieu.

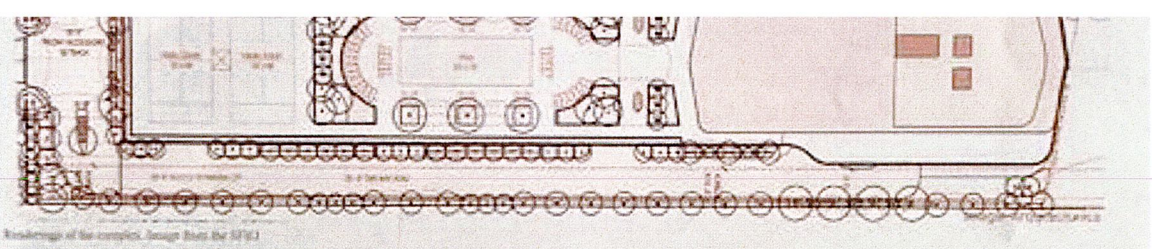
There is hereby established a parks and recreation trust fund. Contributions to the parks and recreation trust fund are voluntary and are separate and apart from any park impact fee assessed by the city.

Funds withdrawn from the parks and recreation trust fund shall be used for the purpose of building, preserving, rehabilitating, and/or otherwise providing access to recreational and open space to residents and visitors of the city. However, such funds shall not be used to pay for infrastructure projects.

The finance department shall administer the park and recreation trust fund. At least once each fiscal year, the city manager or designee shall present to the city council a report on the status of the parks and recreation trust fund.

In lieu of meeting the setback requirement of section 31-243(5)(e)(1), the developer of a building that meets the requirements of section 31-243(5)(e)(2) may contribute to the park and recreation trust fund according to the following calculations and payment schedule:


south deck
MARINADOCK
OVS
GARAGE FOOTPRINT
TOWER LVL 1-7
TOWER LVL 1-7
SET BACK DIAGRAM
72 = 100'



Renderings of the complex. Image from the SFRJ

HHC Singer Island LLC owns the 3.3-acre property and demolished a condo that was formerly on the parcel. HHC Singer Island LLC is led by Jackie Soffer, the co-owner of Turnberry, which has developed other residential projects in Miami-Dade County.

neighborhood meeting on March 14, 2025, so that you can review the site plan again ahead of the Commission hearing. At this meeting we will review the site plan with you and gladly discuss it in as much detail as you like. The meeting details are below. Thank you.

Meeting to discuss the proposed site plan for 3930 N Ocean Blvd.

When: March 14, 2025 @ 5:00 PM
Where: RBCRA Clean & Safe Community Area
1229 East Blue Heron
Riviera Beach, FL 33404

Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@mikebackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



-05:00

12 : 00 : 00 PM Use Current Time

Result

Equation of Time (minutes):	Solar Declination (in°):	Solar Noon (hh:mm:ss):	Apparent Sunrise (hh:mm):	Apparent Sunset (hh:mm):	Az/El (in °) at Local Time:
1.7	-23.44	12:18:18	07:05	17:32	174.48 / 39.61
			Show Sunrise	Show Sunset	Show Azimuth

Via email

RE: Agenda Item No. 9 – City Council meeting April 16, 2025
Ordinance No. 4279 to amend minimum building setbacks
to provide for a fee in lieu of required open space and
Site plan application SP-24-0013

Please read and enter this letter into the record

Dear Council Members,

I have lived in Palm Beach Isles on Singer Island for over 20 years. We chose to live here to be able to walk to the beach and enjoy its natural beauty. The new ordinance and site plan proposed by the developer would encroach on the established setback distances that other developers have abided by for years and negatively impact our beach path.

This path is an extremely important part of our neighborhood and was created at the time the Martinique condominium was built to provide access to the beach for neighborhood residents. It was contemplated under the premise that future developers would abide by the setback requirements in the local ordinance.

The City staff report does not show or mention the existing beach path and fails to address any potential impact to those of us who use the path. As a long-time user of this path, I strongly dispute the staff's conclusions that the proposed ordinance changes would improve aesthetics and continue to provide natural light and ventilation.

Staff have recommended that builders be allowed to provide additional open space in lieu of an additional two feet of setback from each property line for each story above 10 stories. Much of the open space provided in this application is the landscaped rooftop amenities. This open space does nothing to offset the impacts to beach path users or adjacent property owners. Likewise, the developer's funds to be deposited in the Parks and Recreation fund will not benefit the residents who would be impacted by the change in the setback requirement.

Dear Mayor Lawson and City Councilmembers:

I am writing on behalf of the owners and residents of Ocean's Edge at Singer Island Condominium Association, Inc., our 40-unit oceanfront building at 5050 North Ocean Drive. We are very concerned about Ordinance 4279 and strongly urge you to vote against it.

This ordinance would change the zoning rules in the RM-20 district to let developers pay a fee instead of providing required open space on their property. It would also allow reduced setbacks for tall buildings on narrow lots. The main reason this worries us is that the applicant, HHC Singer Island, LLC (connected to Turnberry Associates), wants to build a 20-story luxury condo tower just down the street from us at 3930 North Ocean Drive. These changes appear designed to help that one project, and they would have a direct negative impact on our building and our residents.

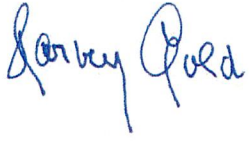
We love living on Singer Island and want to see thoughtful, responsible development that fits our neighborhood. However, allowing bigger buildings closer together with less open space would mean more shadowing over our pool and beach areas, loss of privacy, increased traffic, and greater risk during storms. Our stretch of North Ocean Drive is already almost fully built, and these changes would make it feel even more crowded and less enjoyable for everyone who lives here.

The City's Comprehensive Plan is meant to guide growth in a way that protects our quality of life, open spaces, and coastal environment. We believe this ordinance goes against several important goals in the Plan, including:

On behalf of everyone at Ocean's Edge, I respectfully ask you to reject Ordinance 4279. Please consider alternatives that encourage good development without sacrificing the open feel, safety, and beauty that make Singer Island such a wonderful place to live.

We would be happy to speak at the meeting or meet with any of you to discuss our concerns further. Thank you for your time and for representing our community's interests.

Sincerely,



Harvey Gold
President, Ocean's Edge at Singer Island Condominium Association, Inc.

for this site at a minimum or, better yet, preserve it as a wonderful break in the crowded concrete that has grown up on the edge of the beach over the last 30 years. Having even more buildings crammed against one another will exacerbate the reduction in the overall ambiance of this wonderful Island and will have adverse environmental impacts.

Our views from the East Tower of the Martinique will be permanently marred and it will be even worse for the West Tower. The residents of the Oasis and even the new Nautilus across the inland waterway will also suffer from blocked views.

The drinking water has always been terrible on the Island and each building adds to that issue. A study has proven the new building will create a wind tunnel between the buildings. There will be shade thrown onto our property. And heaven knows what driving the pilings will do to our building's foundation and structure. Has that been analyzed? Enough is enough.

The approval of this code variance will be short-sighted and will not improve the quality of life on Singer. Indeed it goes against all environmental concerns and harms thousands of residents' investments. Take a close look. This small sliver of land simply isn't suited for a large building like this. Protect the Island.

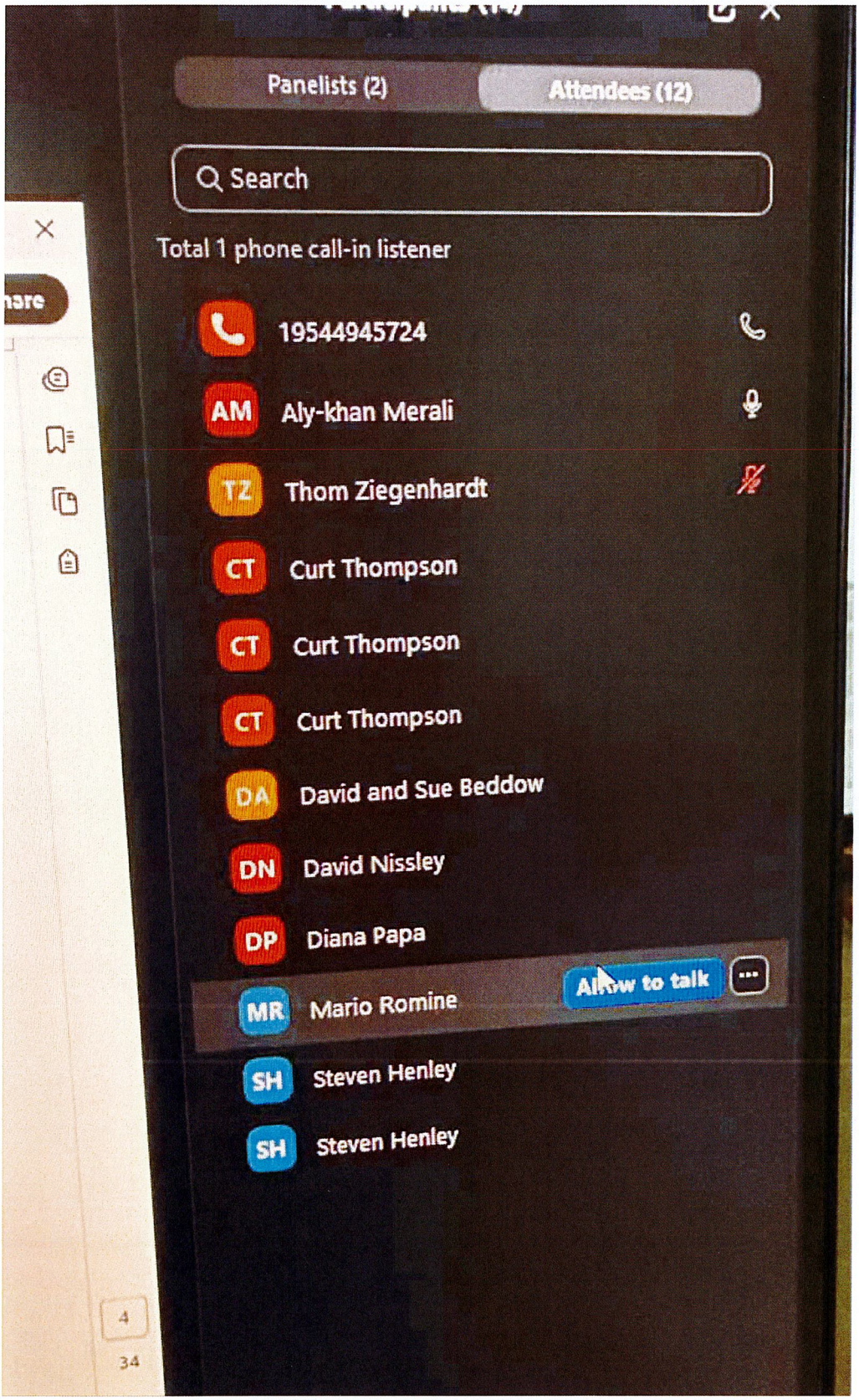
Do the right thing and reject issue 9.a, Ordinance 4279.

Respectfully,

Summary of 5th Community Meeting for
3930 Ocean Drive held on
4.16.26

Meeting invitations to the applicant's 5th community meeting were mailed to the Singer Island associations and residents. The meeting notices were mailed out by Schrantz Land Planning, Inc. The virtual meeting started at approximately 6pm. 11 people participated in total (5 residents, 1 Riviera Beach staff member, and 5 members of the development team). The project and text amendment were presented. At the end of the presentation questions were asked about the shadow study and the projects' impact on adjacent developments. The applicant again shared the shadow study graphics and explained the negligible impacts of the project on the adjacent buildings and identified on screen how a building constructed without the text amendment would create a greater shadow on the adjacent buildings. The residents questioned the status of the text amendment, and a discussion was had about the impact of a new building on the stability of the existing buildings (wind tunnel effect). In response, the applicant discussed the wind study prepared by RWDI (climate and performance engineering consultants) to explain why the residents' concerns were unfounded. The meeting ended at approximately 6:30pm.

Attached is the virtual meeting attendance sheet.


Panelists (2)
Attendees (12)
Search
Total 1 phone call-in listener
19544945724
AM Aly-khan Merali
TZ Thom Ziegenhardt
CT Curt Thompson
CT Curt Thompson
CT Curt Thompson
DA David and Sue Beddow
DN David Nissley
DP Diana Papa
MR Mario Romine
Allow to talk
SH Steven Henley
SH Steven Henley

MISKEL BACKMAN LLP

BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

3930 N Ocean Drive
October 9, 2025, Community Meeting Summary

HHC Singer Island LLC ("Applicant") is the owner of the approximately 3.30-acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the east side of N Ocean Drive between Gulfstream Way and Island Drive, in the City of Riviera Beach ("City"). The Applicant has submitted a text amendment and site plan application to the City seeking to revise Section 31-243(5)(e) of the City's Land Development Code related to the high-rise setback regulations and obtain approval for the development of a +/- 200 foot, 52-unit condominium building.

On October 9, 2025, the Applicant held its fourth community meeting with surrounding residents via Zoom. A meeting notice, which included the Zoom link and meeting time, was distributed on October 3, 2025, to all property owners within a 300-foot radius of the Property. A copy of this notice is attached hereto as Exhibit "A." In total, 46 community members attended the meeting, and a list of participants is attached as Exhibit "B."

During the meeting, several residents expressed support for the proposed project, while others raised concerns regarding potential impacts such as loss of view, shadowing on adjacent buildings, and the overall height of the development. Additional questions were also raised about the proposed text amendment and the changes it would allow and its impacts on future development in the City. A complete list of all questions and comments posed by community members is attached hereto as Exhibit "C."

Exhibit "A"

NOTICE OF NEIGHBORHOOD MEETING
to discuss 3930 North Ocean Drive Turnberry Condo Project

Dear Neighbors,

We are planning to present our proposed site plan and text amendment to the City Commission soon. Before that, we invite you to a neighborhood meeting to review the site plan and answer your questions.

The site plan is the same one we previously shared. This meeting gives you another chance to see it and provide feedback before the City Commission hearing.

Meeting to discuss the proposed site plan for 3930 N Ocean Drive Turnberry Condo Project

When: October 9, 2025 @ 6:00 PM
Link: https://us06web.zoom.us/s/84662146596

Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@miskelbackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



Exhibit "B"

List of Meeting Participants

1. John Zuchowski
2. Gregory Locraft
3. William Contole
4. Leticia Gnazzo
5. Barb Hansen
6. Tammy lheureux
7. Alex Kennelley
8. Glen Spiritis
9. Julie Botel
10. Brent Godfred
11. Daniel Mandel
12. Ken Burch
13. John Rinaldo
14. Sharon Fortunato
15. Mark Kennelley
16. Denise Rivas
17. Patricia Downey
18. Holly Mahler
19. Daniel Salas
20. Frank F
21. Don McManus
22. Mohini Chopra
23. Elizabeth Gittins
24. Marie Davis
25. Marianne Wiegand
26. Susie Globokar
27. Amanda Sill
28. Kathryn Harrigan
29. Larry Smith
30. Alexandra Smith
31. Steve Kozik
32. Robert Comfort
33. Mary Smith
34. Lynda Murphy
35. Michele Rinaldi
36. Joan Bancroft
37. Peter Gaito
38. Anastasia Dawson
39. D DiMeo
40. Daniel Brettler
41. Dermot O'Brien
42. Martin Zipern
43. Kenneth Yerssin
44. Hemant Mainthia
45. Lee Innocenti
46. Bill Taylor

Exhibit "C"

List of Comments and Questions

1. I thought Singer Island had a 6 story limit with the City Council having the authority to increase to 8 stories. This proposed building looks to be more than 8.
2. Beautiful project, can you let us know when you are planning to break ground and how long you anticipate until it is completed?
3. What is the estimated start and finish date of the project?
4. What is the projected cost to buy a unit?
5. You are not asking for any variances? On this go-round, are you contributing to community projects in order to get variances?
6. How many parking spaces are provided?
7. What will the price range be for the apartments? How many bedrooms?
8. How far back from Ocean Drive does the building start compared to the adjacent buildings
9. Is there going to be an ordinance change to the Riviera Beach [Code]. Aren't you changing the setbacks on the building?
10. Have you studied shadowing re: adjacent buildings?
11. Also, square footage?
12. aren't you asking for an ordinance change? You are not under the current setback rules is that correct?
13. Why did you decide not to put the pool on the ocean side of the building?
14. Will the walkway to the beach be cleared of all the overgrown trees and shrubs?
15. Will the condos be marketed with a "private beach"?
16. Are you going to clear all the trees and bushes on the ocean side?
17. Are you studying the shadowing the adjacent buildings?
18. That is not correct. You need to know what the setback rules are. Closer to the Oasis and Martinique is not better.
19. Are you not moving forward with the removal of the public walkway on the north side of the property as you requested previously?
20. Please explain what you can build without text change. Also the zoning difference between this zoning district & the CRA zoning district on Singer Island.
21. Just to let you know we have over 150 petition signature against your ordinance change.
22. The playground reflected on the plan. Did I understand that the playground may not be there? Where will it be? Is it a donation for a playground elsewhere?

23. Aren't you asking for an ordinance change? Please stop saying you aren't asking for a variance.
24. Can you redesign the building so that mechanical room can be toward the west of the building instead of the east?
25. Will lighting conform to Fish & Wildlife specs as this is a heavy sea turtle nesting beach?
26. Love Turnbury in Aventura - glad you are on the island.

NOTICE OF NEIGHBORHOOD MEETING
to discuss 3930 North Ocean Boulevard

Dear neighbors, we are excited to let you know that our proposed site plan is finally headed to a City Commission hearing. On April 2, 2025, the City Commission will consider a proposed City-wide text amendment regarding building setbacks, and then the proposed site plan will be heard at a Commission hearing a few weeks after that. The site plan being presented to the City Commission is the same one that we presented to you previously. With all of that in mind, we are inviting you to attend another neighborhood meeting on March 14, 2025, so that you can review the site plan again ahead of the Commission hearing. At this meeting we will review the site plan with you and gladly discuss it in as much detail as you like. The meeting details are below. Thank you.

Meeting to discuss the proposed site plan for 3930 N Ocean Blvd.

When: March 14, 2025 @ 5:00 PM
Where: RBCRA Clean & Safe Community Area
1229 East Blue Heron
Riviera Beach, FL 33404

Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@miskelbackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



3930 N. Ocean Drive Community Meeting

March 14, 2025

Sign in Sheet

Print Name	Address	Phone Number
Dr & Mrs Naim Kaymen	3920 North Ocean PH-B	561-845-6975
Mr & Mrs Peter Mersiti's	4206 N Ocean Dr.	914-262-1843
Dr & Mrs. A. DIAMOND	4000 N. Ocean Dr #1604	410-4992600
Ron & Diana Papa	4100 N Ocean Dr. 1902	716-609-8000 DPapa@NFA.com
Claudia Bielione	4200 N. Ocean Dr.	850-374-1550
Marla & Charlie Colletti	4000 N Ocean Dr	631-445-0567
Tammy L'HEUREUX	4000 N Ocean	703-273-1434 TLHEUREUX 3206 @ YAHOO. COM
S & L Kozik	3920 N. Ocean Dr.	stevekozik@windsorgp.com 416-500-7121

NOTICE OF NEIGHBORHOOD MEETING
to discuss 3930 North Ocean Drive Turnberry Condo Project

Dear Neighbors,

We are planning to present our proposed site plan and text amendment to the City Commission soon. Before that, we invite you to a neighborhood meeting to review the site plan and answer your questions.

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Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@miskelbackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



MARTINIQUE 2

OWNERS' ASSOCIATION, INC.

NOTICE of the VIRTUAL TOWNHALL MEETING WILL BE HELD ON
WEDNESDAY MARCH 24, 2021 AT 2:00 PM
MARTINIQUE VIRTUAL TOWNHALL MEETING
AGENDA

1. Introduction to Julie Botel, City Council Chairperson, Riviera Beach City Council, District 4
2. Discussion of vacant property at 3930 N. Ocean Dr/ Prive Land Banking, LLC

Below is a DropBox link containing a presentation about this matter.
This link expires on 3/25:

https://www.dropbox.com/t/Xaukgwy3MZJlLEw3

Join Zoom Meeting

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DIVISION 9. RM-20 HIGH DENSITY MULTIFAMILY DWELLING DISTRICT

Sec. 31-241. Purpose.

The RM-20 high density multifamily dwelling district is intended to provide for development of multifamily dwellings and allows a high density of population with a proportional increase in amenities as the density rises. The district is basically residential in character and promotes a high quality environment through aesthetically oriented property development standards.

(Ord. No. 2152, § 3(B)(23.AA-11.I), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2285, § 1, 7-17-85)

Sec. 31-242. Use regulations.

(a) *Uses permitted.* The following uses are permitted in the RM-20 high density multifamily dwelling district:

(1) Multiple family dwellings.

(2) Town houses.

(3) Condominiums and cooperatives.

(4) Private clubs as accessory to the residential uses.

(5) Home occupations.

(6) Any use commonly accessory to the above uses.

(b) *Special exception.* The following uses are permitted by special exception in the RM-20 high density multifamily dwelling district:

(1) Residential planned unit developments (R-PUD).

(2) Mobile home parks.

(3) Assisted living facilities.

(4) Nursing homes.

(c) *Uses prohibited.* No use, building or structures of a commercial nature, except that which provides for access to the public beach, shall be permitted east of the coastal construction control line.

(Ord. No. 2152, § 3(B)(23.AA-11.II), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2285, § 1, 7-17-85; Ord. No. 2624, § 3, 2-16-94; Ord. No. 2774, § 1, 4-1-98; Ord. No. 4243, § 10, 2-21-24)

Sec. 31-243. Property development standards.

The property development standards in the RM-20 high density multifamily dwelling district are as follows:

(1) Minimum property size/maximum density:

a. Single-family dwellings: 8,000 square feet.

b. Multifamily dwellings: maximum permitted density shall be 20 residential dwelling units per acre including the density bonus referred to in subsection (2) of this section. If the density bonus provision is not applied for, the maximum permitted density shall be 17 units per acre.

(2) Bonus density: the bonus density shall be as established in chapter 26, entitled, Minority Employment and Affordable Housing Opportunity Plan.

(3) Density transfers: calculation of total site area to derive appropriate density transfer shall be computed as follows:

a. Total land area on Singer Island from the westernmost property line, east of the right-of-way of S.R. 703 (A1A) to the 1997 coastal construction setback line as established by the State of Florida shall be computed at 100 percent of the total dry land area between those two points.

b. Total land area east of the 1997 coastal construction control line to the mean high water line or the easternmost property line, whichever is less, shall be calculated at 50 percent of the total land area between those two points.

c. Total area of wetlands, marshes, lagoons and known mangrove habitat shall not be computed for density transfer purposes.

d. No area of submerged land on Lake Worth shall be computed for density transfer purposes.

(4) Maximum building height: 20 stories or 200 feet, excluding mechanical facilities, ornamental towers, antennas, and similar non-habitable building elements, which shall not exceed 20 feet in additional height. Such non-habitable building elements shall be screened and set back from the roof line in such a way as to avoid increasing the building's offsite ground-level shadow.

(5) Minimum building setbacks:

a. Front:

1. Main structures more than two stories in height, 100 feet.

2. Main structures two stories or less in height, 50 feet.

3. Accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., 50 feet. This regulation does not apply to ornamental walls and gatehouses, which shall set back 15 feet from the front property line.

b. Side:

1. Ten percent of the lot or 20 feet, whichever is greater, shall be maintained for all structures, excluding accessory structures two stories or less.

2. The accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., which are two stories or less, shall be set back a minimum of 20 feet.

c. Rear: 15 percent of the lot, but not to exceed 100 feet.

d. Ocean: the 1997 Coastal Construction Control Line.

e. High-rise setback:

1. Except as specified in subsection (5)(e)(2) below, all buildings in excess of two stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.

2. A building that complies with the following standards shall not be required to provide two feet additional setback from each property line:

a. Development pays fee in lieu of additional open space to the Parks and Recreation trust fund pursuant to Section 31-243(12).

b. Property abuts North Ocean Drive and has less than 200 feet of frontage along North Ocean Drive.

c. The tower portion of the structure (any floor in excess of two stories) shall have a minimum aerial distance of 36 feet from the property line.

f. For property located west of Lake Worth, minimum setbacks are as follows:

1. Front: 20 feet.

2. Side: seven feet; 12½ feet on side street.

(6) Rear: 15 percent of the length of the lot or 20 feet, whichever is less.

(7) High-rise setback: all buildings in excess of two stories shall provide two feet additional setback from each property line for each additional story of height.

(8) Floor area ratio: the ratio of all aggregate residential floor area to site area shall not exceed 1.3:1.

(9) Maximum lot coverage: 70 percent of the aggregate site area computed in subsection (3) of this section, density transfer, for all structures inclusive of accessory structures, i.e., parking structures, recreational decks, boiler and generator rooms, etc.

(10) Maximum north/south width: 110 feet for main structures. For the purposes of this regulation the accessory structures, e.g., parking garages, etc., two stories or less in height shall not be considered as part of the main building.

(11) Minimum recreation facilities and amenities:

a. Outdoor: one swimming pool, one tennis court or comparable recreational space and a designated area for sunning, picnics, etc., for residents of the project. Additionally, the following amenities are optional: putting greens, shuffleboard courts, wading pools, observation decks, exercise paths, etc.

b. Indoor: one multipurpose room for parties, games and group assembly and an exercise room. Additionally, the following amenities are optional: billiard room, library, sauna, etc.

c. Note: a pavilion may be provided, either inside or outside, as a substitute for one of the above minimum requirements.

(12) Parks and Recreation trust fund established; contributions in lieu.

a. There is hereby established a Parks and Recreation Trust Fund. Contributions to the Parks and Recreation Trust Fund are voluntary and are separate and apart from any park impact fee assessed by the city.

b. Funds withdrawn from the Parks and Recreation Trust Fund shall be used for the purpose of building, preserving, rehabilitating, and/or otherwise providing access to recreational and open space to residents and visitors of the city. However, such funds shall not be used to pay for infrastructure projects.

c. The finance department shall administer the Park and Recreation Trust Fund. At least once each fiscal year, the city manager or designee shall present to the city council a report on the status of the parks and recreation trust fund.

d. In lieu of meeting the setback requirement of section 31-243(5)(e)(1), the developer of a building that meets the requirements of section 31-243(5)(e)(2) may contribute to the Parks and Recreation Trust Fund according to the following calculations and payment schedule:

1. The contribution shall be equal to $50,000.00 for every .25 acres of open space that a high rise development does not provide as required by section 31-243(5)(e)(1), with a minimum contribution of $100,000.00 to be paid per project.

2. One half of the contribution shall be paid to the Parks and Recreation Trust Fund prior to the issuance of the first building permit for the Development. Site work permits and infrastructure work shall be considered a building permit for the purposes of this ordinance. The remainder of the fee in lieu shall be paid to the City prior to the issuance of the first certificate of occupancy for the development. For the purposes of this ordinance, temporary certificates of occupancy shall be considered a CO.

(Ord. No. 2152, § 3(B)(23.AA-11.III), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2214, § 3, 9-21-83; Ord. No. 2285, § 1, 7-17-85; Ord. No. 2774, §§ 2, 3, 4-1-98; Ord. No. 2803, § 1, 2-17-99; Ord. No. 2899, § 1, 6-20-01; Ord. No. 4061, § 2, 5-20-15)

Sec. 31-244. Parking.

(a) The required off-street parking requirements for an RM-20 high density multifamily district should conform to section 31-566 et seq.

(b) For any projects east of Lake Worth, or west of Lake Worth which consist of less than five total acres, 75 percent of all required parking shall be placed under a permanent structure in a manner to effectively conceal such parking facility from the public right of way by landscaping and other means; or

(c) For any projects west of Lake Worth consisting of five acres or larger, all required parking shall be provided in a manner to effectively conceal parking from the public right-of-way by landscaping or other means, including, without limitation, hedging, fencing, or walls.

(d) Bonuses shall be as established in chapter 26, entitled, Minority Employment and Affordable Housing Opportunity Plan.

(e) The maximum height for a parking garage shall be 60 feet.

(f) Parking garages shall be concealed from S.R. 703 (A1A) using buffer landscaping and utilizing facade treatments which blend the parking garage structure with the main high-rise structures.

(Ord. No. 2152, § 3(B)(23.AA-11.IV), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2214, § 3, 9-21-83; Ord. No. 2285, § 1, 7-17-85; Ord. No. 4061, § 2, 5-20-15; Ord. No. 4247, § 2, 11-29-23)

Sec. 31-245. Landscaping.

In addition to the requirements of section 31-596 et seq., the following landscaping criteria shall be provided:

(1) Twenty percent of all gross vehicular use areas shall be landscaped.

(2) For every 12 parking slips, a landscaped island five feet in width shall be provided.

(3) Where environmentally sensitive land, wetlands and other conservation or preservation areas abut or are located within the site, at minimum there shall be a ten-foot wide landscape buffer surrounding said areas planted with ecologically appropriate native vegetation.

(4) All property lines shall be provided with a sufficient landscape strip at least five feet in width, with one tree for every 50 linear feet.

(5) Where the dune has been destroyed or depleted of landscaping in a manner that does not afford a natural protection from the elements, the dune shall be rebuilt and replenished with landscaping to provide the necessary protection and to reestablish the dune ecosystem. Re-establishing of the dune shall be designed to align with the natural dune and contours found to the north and south of the subject property.

(6) Fifty percent of all required trees shall consist of native shade tree species.

(7) The required shade trees shall be twelve feet in height with six-foot clear trunk at planting and reach 25 feet in height and a 16-foot spread as a minimum.

(8) Preservation areas within a site shall be computed as a substitution for landscape areas.

(9) Modification of wetlands and buffers along access roads shall be permitted to allow standard driveway access to a main facility and subordinate uses.

(Ord. No. 2152, § 3(B)(23.AA-11.V), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2285, § 1, 7-17-85; Ord. No. 4061, § 2, 5-20-15)

Sec. 31-246. Site plan review.

A site plan review shall be required for all permitted uses in the RM-20 high density multifamily dwelling district, except single-family and two-family dwellings.

(Ord. No. 2152, § 3(B)(23.AA-11.VII), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2285, § 1, 7-17-85)

Secs. 31-247—31-260. Reserved.

USA TODAY CO.

LocaliQ

Order Confirmation

Not an Invoice

Account Number:	731063
Customer Name:	Riviera Beach, City Of
Customer Address:	Riviera Beach, City Of 1481 W 15Th ST Attn: Procurement Dept Riviera Beach FL 33404-5309
Contact Name:	Abbrella Weathers
Contact Phone:	
Contact Email:	AWeathers@rivierabeach.org
PO Number:	

Date:	04/22/2026
Order Number:	12274199
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	65.0000
Height in Inches:	5.3900

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	1	04/24/2026 - 04/24/2026	Govt Public Notices
WPB palmbeachpost.com	1	04/24/2026 - 04/24/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$202.85
Tax Amount	$0.00
Service Fee 3.99%	$8.09
Cash/Check/ACH Discount	-$8.09
Payment Amount by Cash/Check/ACH	$202.85
Payment Amount by Credit Card	$210.94

Order Confirmation Amount	**$202.85**

Ad Preview

NOTICE OF PUBLIC HEARING

The City Council for the City of Riviera Beach, Palm Beach County Florida, will conduct a **Public Hearing on May 6, 2026 at 6:00 PM**, as or soon thereafter as the matter may be heard, at the **Riviera Beach Event Center**, located at 190 E. 13th Street, Riviera Beach, Florida 33404, to consider the following:

ORDINANCE
(SECOND READING)

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5e) and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for Applicability, Conflicts, Severability, and Codification; and providing for an Effective Date.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Copies of the proposed ordinance and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30am and 5:00pm, except legal holidays. Telephone: 561.845.4060

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the office of the City Manager at 561.845.4010 at least 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services at 1.800.955.8771 (TDD) or 1.800.955.8770 (Voice) for assistance.

12274199 4/24/26

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF MAILED NOTICE

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: **3930 N Ocean Drive (ZA-24-0005); (SP-24-0013)**

Date(s) of Public Hearing(s): December 2, 2026

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Jordan Rosenblum, hereby certify that Public Notifications, for the above Application Number and Name have been mailed to the property owners within a 300 foot radius of the subject property PCN: 56-43-42-22-00-000-5010 as obtained from the Palm Beach County Property Appraiser's Office on, September 28, 2026. The Public Notifications were mailed on, November 16, 2026, which is at least fifteen (15) days prior to the meeting date.

Supportive Documents: Attached hereto is the 300 foot radius map and property ownership list.

Check (X) one: I am the [ ] property owner [ ] agent [X] other _____.

Jordan Rosenblum — (Name - type, stamp or print clearly)

JR — (Signature)

Miskel Backman LLP — (Name of Firm)

5550 Glades Road, Suite 620, Boca Raton, FL 33431 — (Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of November, 2026 by Jordan Rosenblum (Name of person acknowledging). He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

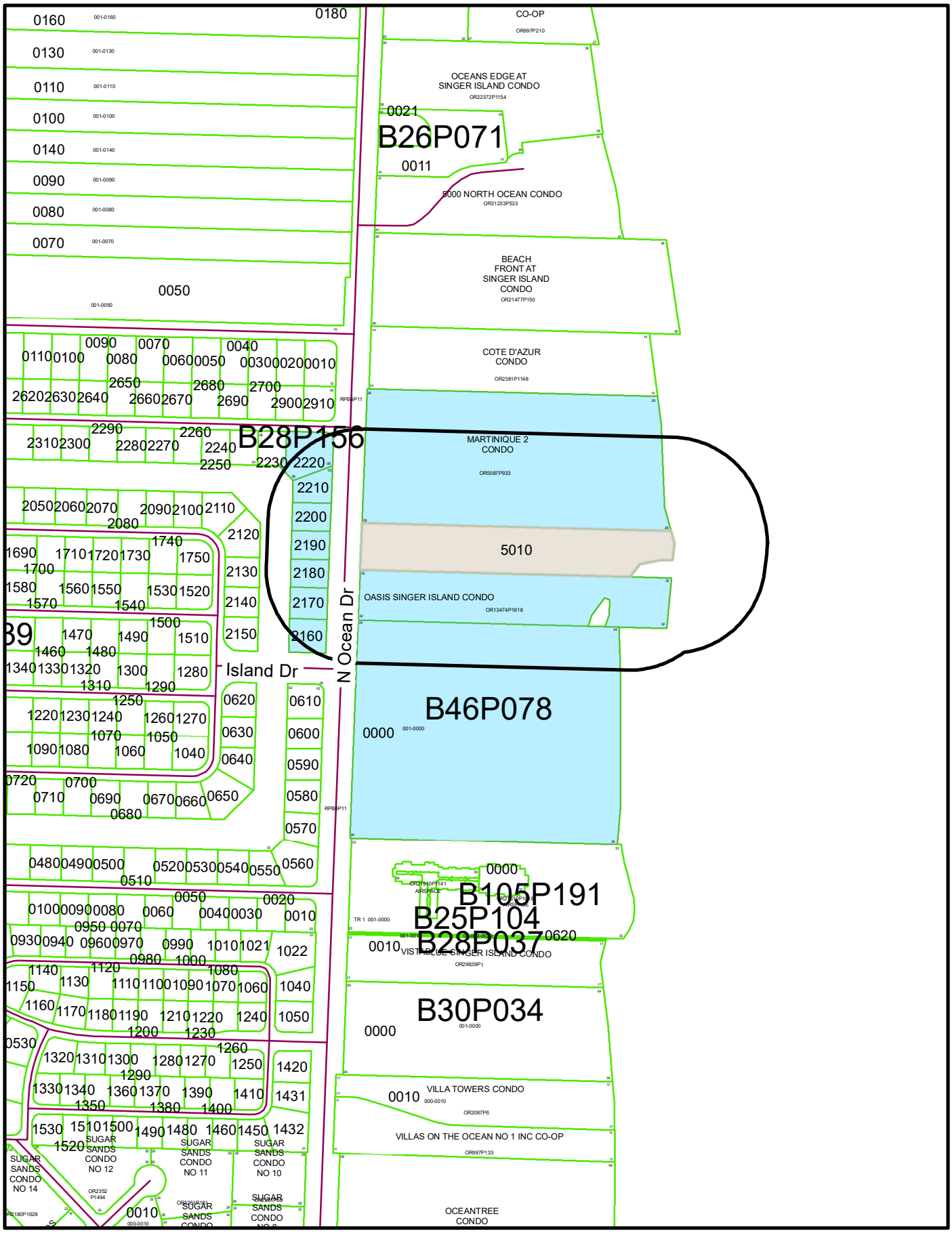
Rachel Romero — (Name - type, stamp or print clearly)

Rachel Romero — (Signature)

My Commission Expires on: 8/24/2030

RACHEL ROMERO
Notary Public - State of Florida
Commission # HH 838354
My Comm. Expires Aug 24, 2030
Bonded through National Notary Assn.

NOTARY'S SEAL OR STAMP



Dorothy Jacks, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center

0 87.5 175 350 525 700 Feet

Map Scale

Notes:

Produced on: 9/24/2026

Key

Selected Parcels 100 300 500

Others 200 400

9/24/2026

Property Appraiser GIS - Property Detail list by parcel control number

Buffer:

56434222000005010	Acres	3.30	Sales instr	DT	MTG	22/23-42-43, N 150 FT OF S 1,315 FT OF SEC 22 LYG E OF & ADJ
HHC SINGER ISLAND LLC	Value $	23,000,000.00	Price $	265,450.00	PUSE VACANT	TO N OCEAN DR & N 150 FT OF S 1,315 FT OF SEC 23
19501 BISCAYNE BLVD UNIT 400	Taxbl $	17,715,610.00	Date	3/29/2019 12	TaxDist 56421	
	Bldg $	0.00	Book	30509		
AVENTURA FL 33180 2337	Land $	23,000,000.00	Page	1302	NAV	

Buffer: 300

56434222030002160	Acres	0.30	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 216
COLLIER GARY W	Value $	1,981,943.00	Price $	1,295,000.00	PUSE SINGLE FAMILY	
3901 N OCEAN DR	Taxbl $	1,684,287.00	Date	8/3/2020 12:(	TaxDist 56421	
	Bldg $	281,943.00	Book	31685		
RIVIERA BEACH FL 33404 2809	Land $	1,700,000.00	Page	805	NAV	
56434222030002170	Acres	0.28	Sales instr	DT	MTG	PALM BEACH ISLES AMENDED PL 2 LT 217
MATTE MICHAEL D TR	Value $	2,558,492.00	Price $	10.00	PUSE SINGLE FAMILY	
3911 N OCEAN DR	Taxbl $	1,055,048.00	Date	2/18/2020 12	TaxDist 56421	
	Bldg $	658,492.00	Book	31247		
RIVIERA BEACH FL 33404 2809	Land $	1,900,000.00	Page	1141	NAV	
56434222030002180	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 218
ROSENBERG ANGELA D	Value $	2,148,456.00	Price $	1,485,500.00	PUSE SINGLE FAMILY	
3921 N OCEAN DR	Taxbl $	1,239,065.00	Date	11/30/2017 1	TaxDist 56421	
	Bldg $	448,456.00	Book	29529		
RIVIERA BEACH FL 33404 2809	Land $	1,700,000.00	Page	146	NAV	
56434222030002190	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 219
BRASWELL PAMELA	Value $	2,852,198.00	Price $	210,000.00	PUSE SINGLE FAMILY	
3939 N OCEAN DR	Taxbl $	1,530,597.00	Date	2/14/2000 12	TaxDist 56421	
	Bldg $	1,152,198.00	Book	11638		
SINGER ISLAND FL 33404 2809	Land $	1,700,000.00	Page	869	NAV	

Property Appraiser GIS - Property Detail list by parcel control number

56434222030002200	Acres	0.26	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 220	
MAIONE FRANK	Value $	1,930,688.00	Price $	2,500,000.00	PUSE	SINGLE FAMILY	
3941 N OCEAN DR	Taxbl $	1,879,277.00	Date	5/22/2025 12	TaxDist	56421	
	Bldg $	230,688.00	Book	35774			
RIVIERA BEACH FL 33404 2809	Land $	1,700,000.00	Page	1691	NAV		
56434222030002210	Acres	0.27	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 221	
SMITH KAREN R TRUST	Value $	2,010,383.00	Price $	1,875,000.00	PUSE	SINGLE FAMILY	
1255 8TH AVE	Taxbl $	2,010,383.00	Date	10/26/2021 1	TaxDist	56421	
	Bldg $	310,383.00	Book	33028			
GREENVILLE IL 62246 2055	Land $	1,700,000.00	Page	790	NAV		
56434222080002220	Acres	0.47	Sales instr	QC	MTG	PALM BEACH ISLES PL 4	LT 222-A
GODFRED BRENT P &	Value $	2,856,316.00	Price $	10.00	PUSE	SINGLE FAMILY	
1261 GULFSTREAM WAY	Taxbl $	2,485,788.00	Date	4/13/2026 12	TaxDist	56421	
	Bldg $	956,316.00	Book	36447			
RIVIERA BEACH FL 33404 2736	Land $	1,900,000.00	Page	1759	NAV		
56434222240010000	Acres	13.68	Sales instr		MTG	COUNTY PARK	ALL OF PLAT
PALM BEACH COUNTY	Value $	49,489,216.00	Price $		PUSE	FOREST/PK/REC	
2633 VISTA PKWY	Taxbl $	0.00	Date		TaxDist	56421	
	Bldg $	221,611.00	Book				
WEST PALM BEACH FL 33411 5613	Land $	49,267,605.00	Page		NAV		
56434222280000010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-1
MARQUES JOHN K SR &	Value $	535,000.00	Price $	650,000.00	PUSE	CONDOMINIUM	
3980 N OCEAN DR UNIT 1	Taxbl $	483,589.00	Date	9/16/2021 12	TaxDist	56421	
	Bldg $	535,000.00	Book	32917			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	714	NAV		
56434222280000020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-2
MULHOLLAND MAUREEN &	Value $	535,000.00	Price $	10.00	PUSE	CONDOMINIUM	
3978 N OCEAN DR	Taxbl $	428,675.00	Date	11/16/2021 1	TaxDist	56421	
	Bldg $	535,000.00	Book	33094			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-3
DRBUL ROBERT S &	Value $	535,000.00	Price $	10.00	PUSE CONDOMINIUM		
870 UNITED NATIONS PLZ UNIT 19F	Taxbl $	535,000.00	Date	2/13/2012 12	TaxDist 56421		
	Bldg $	535,000.00	Book	25028			
NEW YORK NY 10017 1825	Land $	0.00	Page	362	NAV		
56434222280000040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-4
RINALDI PAUL &	Value $	535,000.00	Price $	725,000.00	PUSE CONDOMINIUM		
3974 N OCEAN DR UNIT 4	Taxbl $	305,604.00	Date	12/1/2023 12	TaxDist 56421		
	Bldg $	535,000.00	Book	34714			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1174	NAV		
56434222280000050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-5
LECOMPTE KIMBERLY	Value $	535,000.00	Price $	721,300.00	PUSE CONDOMINIUM		
3972 N OCEAN DR # 5	Taxbl $	483,589.00	Date	6/29/2023 12	TaxDist 56421		
	Bldg $	535,000.00	Book	34427			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1617	NAV		
56434222280000060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-6
SCHAUER HANS	Value $	535,000.00	Price $	213,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 104	Taxbl $	535,000.00	Date	10/22/2010 1	TaxDist 56421		
	Bldg $	535,000.00	Book	24248			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	491	NAV		
56434222280000070	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT OV-7
BRENNER JUSTIN	Value $	722,250.00	Price $	842,500.00	PUSE CONDOMINIUM		
3968 N OCEAN DR # 7	Taxbl $	722,250.00	Date	12/31/2025 1	TaxDist 56421		
	Bldg $	722,250.00	Book	36231			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	186	NAV		
56434222280000080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-8
SISTO LORI A &	Value $	535,000.00	Price $	10.00	PUSE CONDOMINIUM		
3966 N OCEAN DR UNIT 8	Taxbl $	249,836.00	Date	10/27/2020 1	TaxDist 56421		
	Bldg $	535,000.00	Book	31894			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	890	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-9
SCURCI UGO &	Value $	535,000.00	Price $	190,000.00	PUSE CONDOMINIUM		
3964 N OCEAN DR # 9	Taxbl $	535,000.00	Date	6/1/1999 12:(	TaxDist 56421		
	Bldg $	535,000.00	Book	11180			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	0539	NAV		
56434222280000100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-10
VILLAVERDE RICARDO &	Value $	535,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
10451 NW 133RD ST	Taxbl $	535,000.00	Date	5/17/2023 12	TaxDist 56421		
	Bldg $	535,000.00	Book	34499			
HIALEAH FL 33018 1126	Land $	0.00	Page	1823	NAV		
56434222280011010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-101
4050 SINGER LAND TRUST	Value $	885,000.00	Price $	740,000.00	PUSE CONDOMINIUM		
16212 MARAMEL DR	Taxbl $	885,000.00	Date	7/5/2021 12:(	TaxDist 56421		
	Bldg $	885,000.00	Book	32681			
HOMER GLEN IL 60491 8468	Land $	0.00	Page	632	NAV		
56434222280011020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-102
OHMAN GEORGE &	Value $	835,000.00	Price $	738,000.00	PUSE CONDOMINIUM		
296 OVERLOOK BROOK DR	Taxbl $	835,000.00	Date	5/30/2012 12	TaxDist 56421		
	Bldg $	835,000.00	Book	25231			
CHAGRIN FALLS OH 44023 6710	Land $	0.00	Page	1969	NAV		
56434222280011030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-103
SCHERL BURTON A &	Value $	885,000.00	Price $	525,000.00	PUSE CONDOMINIUM		
25 CAROL DR	Taxbl $	885,000.00	Date	1/27/2010 12	TaxDist 56421		
	Bldg $	885,000.00	Book	23677			
ENGLEWOOD CLIFFS NJ 07632 2303	Land $	0.00	Page	834	NAV		
56434222280012010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-201
PEIRCE MARILYN D	Value $	890,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR UNIT 201	Taxbl $	508,099.00	Date	12/11/2013 1	TaxDist 56421		
	Bldg $	890,000.00	Book	26553			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1785	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280012020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-202
WESHNAK CAROL A	Value $	840,000.00	Price $	100.00	PUSE CONDOMINIUM		
2625 RIVER RD	Taxbl $	840,000.00	Date	10/5/2010 12	TaxDist 56421		
	Bldg $	840,000.00	Book	24238			
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV		
56434222280012030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-203
CUTTS ANDREW &	Value $	890,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	632,145.00	Date	6/1/2014 12:(	TaxDist 56421		
	Bldg $	890,000.00	Book	27046			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	356	NAV		
56434222280013010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-301
BEACHFRONT OH 301 LLC	Value $	1,027,750.00	Price $	1,300,000.00	PUSE CONDOMINIUM		
303 ASHLEY CT	Taxbl $	1,027,750.00	Date	3/12/2026 12	TaxDist 56421		
	Bldg $	1,027,750.00	Book	36436			
OAK BROOK IL 60523 2577	Land $	0.00	Page	1669	NAV		
56434222280013020	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT OH-B-302
SCHWARZ PETER E	Value $	845,000.00	Price $	10.00	PUSE CONDOMINIUM		
40 SHORELANDS DR	Taxbl $	845,000.00	Date	7/31/2024 12	TaxDist 56421		
	Bldg $	845,000.00	Book	35201			
MADISON CT 06443 2829	Land $	0.00	Page	870	NAV		
56434222280013030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-303
TOSIC CAROL TRUST	Value $	895,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # C3	Taxbl $	895,000.00	Date	6/2/2026 12:(	TaxDist 56421		
	Bldg $	895,000.00	Book	36566			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1806	NAV		
56434222280014010	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-A-401
MURACO JANE C TRUST	Value $	900,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 212948	Taxbl $	900,000.00	Date	10/29/2003 1	TaxDist 56421		
	Bldg $	900,000.00	Book	16208			
ROYAL PALM BEACH FL 33421 2948	Land $	0.00	Page	933	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280014020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-402
ASBELL MICHAEL J &	Value $	850,000.00	Price $	225,000.00	PUSE CONDOMINIUM		
297 N HIGHLAND AVE	Taxbl $	850,000.00	Date	1/1/1988 12:(	TaxDist 56421		
	Bldg $	850,000.00	Book	05550			
MERION STATION PA 19066 1705	Land $	0.00	Page	0634	NAV		
56434222280014030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-403
WITT AXEL &	Value $	900,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	656,556.00	Date	4/30/2004 12	TaxDist 56421		
	Bldg $	900,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280020101	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-101
BROWN RYAN ELIZABETH	Value $	780,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 101	Taxbl $	326,421.00	Date	3/21/2013 12	TaxDist 56421		
	Bldg $	780,000.00	Book	25913			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1539	NAV		
56434222280020102	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-B-102
SCHROEDER ROBERT L &	Value $	870,000.00	Price $	730,000.00	PUSE CONDOMINIUM		
1612 E 800 AVE	Taxbl $	870,000.00	Date	1/28/2020 12	TaxDist 56421		
	Bldg $	870,000.00	Book	31215			
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV		
56434222280020103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-103
DAWSON ANASTASIA	Value $	695,000.00	Price $	514,000.00	PUSE CONDOMINIUM		
20 ROWES WHARF APT 406	Taxbl $	695,000.00	Date	9/13/2021 12	TaxDist 56421		
	Bldg $	695,000.00	Book	32893			
BOSTON MA 02110 3377	Land $	0.00	Page	1289	NAV		
56434222280020201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-201
ACTON EDWARD &	Value $	805,000.00	Price $	475,000.00	PUSE CONDOMINIUM		
24 SALT POND RD	Taxbl $	708,624.00	Date	12/28/2010 1	TaxDist 56421		
	Bldg $	805,000.00	Book	24289			
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	1843	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-202
KENNEDY JOHN &	Value $	895,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	885,781.00	Date	12/15/2004 1	TaxDist 56421		
	Bldg $	895,000.00	Book	17900			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1498	NAV		
56434222280020203	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-C-203
GONZALEZ CARLOS A &	Value $	735,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
12816 SW 68TH LN	Taxbl $	735,000.00	Date	2/14/2022 12	TaxDist 56421		
	Bldg $	735,000.00	Book	33347			
MIAMI FL 33183 2444	Land $	0.00	Page	1983	NAV		
56434222280020204	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-204
DEER DANIEL C III	Value $	720,000.00	Price $	10.00	PUSE CONDOMINIUM		
4171 RIGELS COVE WAY	Taxbl $	720,000.00	Date	2/2/2007 12:(	TaxDist 56421		
	Bldg $	720,000.00	Book	21445			
JENSEN BEACH FL 34957 4384	Land $	0.00	Page	671	NAV		
56434222280020301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-301
ROWLEY ANDREA B	Value $	1,220,000.00	Price $	1,650,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 301	Taxbl $	1,163,589.00	Date	6/6/2025 12:(	TaxDist 56421		
	Bldg $	1,220,000.00	Book	35807			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1874	NAV		
56434222280020302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-302
IRIONS VERA	Value $	920,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	534,493.00	Date	4/27/2021 12	TaxDist 56421		
	Bldg $	920,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222280020303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-303
TICE FRANCINE	Value $	765,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 303	Taxbl $	400,225.00	Date	10/24/2024 1	TaxDist 56421		
	Bldg $	765,000.00	Book	35349			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1249	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020304	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-304
FALZONE MARY L TRUST	Value $	745,000.00	Price $	0.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 304	Taxbl $	745,000.00	Date	2/8/2022 12:(	TaxDist 56421		
	Bldg $	745,000.00	Book	33530			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	889	NAV		
56434222280020401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-401
OBEDIAN RICHARD	Value $	855,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
10 URSULINE CT	Taxbl $	855,000.00	Date	6/3/2019 12:(	TaxDist 56421		
	Bldg $	855,000.00	Book	30688			
OYSTER BAY NY 11771 4113	Land $	0.00	Page	603	NAV		
56434222280020402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-402
PAPPAS JAMES F &	Value $	1,075,500.00	Price $	1,385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 402	Taxbl $	1,075,500.00	Date	3/2/2022 12:(	TaxDist 56421		
	Bldg $	1,075,500.00	Book	33370			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	166	NAV		
56434222280020403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-403
MAINRENTAL 3 LLC	Value $	790,000.00	Price $	712,619.00	PUSE CONDOMINIUM		
10973 SW SUNRAY ST	Taxbl $	790,000.00	Date	6/15/2023 12	TaxDist 56421		
	Bldg $	790,000.00	Book	34418			
PORT ST LUCIE FL 34987 7725	Land $	0.00	Page	442	NAV		
56434222280020404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-404
PAPPAS BESSIE J REVOC TRUST	Value $	770,000.00	Price $	455,000.00	PUSE CONDOMINIUM		
303 ASHLEY CT	Taxbl $	770,000.00	Date	8/14/2012 12	TaxDist 56421		
	Bldg $	770,000.00	Book	25454			
OAK BROOK IL 60523 2577	Land $	0.00	Page	90	NAV		
56434222280020501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-501
HOFFMAN THOMAS G JR	Value $	880,000.00	Price $	390,000.00	PUSE CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	805,255.00	Date	7/16/2001 12	TaxDist 56421		
	Bldg $	880,000.00	Book	12801			
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

564342222800205O2	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-502
KENNEDY JOHN C &	Value $	970,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	970,000.00	Date	3/24/2021 12	TaxDist 56421		
	Bldg $	970,000.00	Book	32354			
GRAND RAPIDS MI 49512 3911	Land $	0.00	Page	1629	NAV		
564342222800205O3	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-503
ANTOR CHARLES LEONARD TRUST	Value $	815,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 503	Taxbl $	740,835.00	Date	8/4/2021 12:(	TaxDist 56421		
	Bldg $	815,000.00	Book	32760			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	1454	NAV		
564342222800205O4	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-504
CROXFORD ROBERT S	Value $	795,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 504	Taxbl $	482,532.00	Date	4/12/2018 12	TaxDist 56421		
	Bldg $	795,000.00	Book	29795			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	203	NAV		
564342222800206O1	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-601
BEACHFRONT 601 LLC	Value $	960,000.00	Price $	980,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	960,000.00	Date	12/13/2023 1	TaxDist 56421		
	Bldg $	960,000.00	Book	34748			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	456	NAV		
564342222800206O2	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-602
KENNEDY JOHN C &	Value $	1,055,000.00	Price $	1,150,000.00	PUSE CONDOMINIUM		
2754 PIONEER CLUB RD SE	Taxbl $	434,212.00	Date	7/31/2026 12	TaxDist 56421		
	Bldg $	1,055,000.00	Book	36700			
GRAND RAPIDS MI 49506 2048	Land $	0.00	Page	1674	NAV		
564342222800206O3	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-603
HUDSON CHARLES J &	Value $	875,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 603	Taxbl $	447,395.00	Date	8/26/2025 12	TaxDist 56421		
	Bldg $	875,000.00	Book	35975			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	258	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-604
BONI ELENTERIO A &	Value $	875,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 604	Taxbl $	392,378.00	Date	9/26/2025 12	TaxDist 56421		
	Bldg $	875,000.00	Book	36038			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	345	NAV		
56434222280020701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-701
VENDER DAVID &	Value $	965,000.00	Price $	505,000.00	PUSE CONDOMINIUM		
17 S SACRAMENTO AVE	Taxbl $	845,518.00	Date	6/27/2016 12	TaxDist 56421		
	Bldg $	965,000.00	Book	28421			
VENTNOR NJ 08406 2706	Land $	0.00	Page	839	NAV		
56434222280020702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-702
BURKE BRIAN &	Value $	1,060,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
25274 BRIDLEPATH LN	Taxbl $	1,058,145.00	Date	7/12/2021 12	TaxDist 56421		
	Bldg $	1,060,000.00	Book	32692			
FARMINGTON MI 48335 1700	Land $	0.00	Page	122	NAV		
56434222280020703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-703
IMPACT IMP LLC	Value $	880,000.00	Price $	290,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 703	Taxbl $	880,000.00	Date	9/3/2024 12:(	TaxDist 56421		
	Bldg $	880,000.00	Book	35535			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	585	NAV		
56434222280020704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-704
LORDELO CIDALIA M	Value $	1,011,250.00	Price $	1,225,000.00	PUSE CONDOMINIUM		
40 SILVER BROOK LN	Taxbl $	1,011,250.00	Date	10/3/2025 12	TaxDist 56421		
	Bldg $	1,011,250.00	Book	36107			
NORWELL MA 02061 2445	Land $	0.00	Page	1488	NAV		
56434222280020801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-801
BEACHFRONT 801 LLC	Value $	970,000.00	Price $	640,000.00	PUSE CONDOMINIUM		
17729 ROOSEVELT RD STE A	Taxbl $	853,570.00	Date	7/27/2020 12	TaxDist 56421		
	Bldg $	970,000.00	Book	31627			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1900	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-802
PERRY JOHN B III TRUST &	Value $	1,065,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 243	Taxbl $	1,030,726.00	Date	8/10/2004 12	TaxDist 56421		
	Bldg $	1,065,000.00	Book	17453			
FOREST VA 24551 0243	Land $	0.00	Page	470	NAV		
56434222280020803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-803
JARVI NEEME A TRUST &	Value $	1,016,250.00	Price $	1,600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1902	Taxbl $	1,016,250.00	Date	6/7/2024 12:(	TaxDist 56421		
	Bldg $	1,016,250.00	Book	35098			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	630	NAV		
56434222280020804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-804
ROSENBERG SHARON M	Value $	1,016,250.00	Price $	750,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT ET-804	Taxbl $	471,685.00	Date	5/20/2004 12	TaxDist 56421		
	Bldg $	1,016,250.00	Book	17067			
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	1646	NAV		
56434222280020901	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-901
HOLLAND MARK A	Value $	975,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 901	Taxbl $	923,589.00	Date	3/17/2026 12	TaxDist 56421		
	Bldg $	975,000.00	Book	36407			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	1082	NAV		
56434222280020902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-902
VACCARO DOMENICO G &	Value $	1,070,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
8101 PINEHURST HARBOUR WAY	Taxbl $	1,038,780.00	Date	3/26/2003 12	TaxDist 56421		
	Bldg $	1,070,000.00	Book	14994			
PASADENA MD 21122 5744	Land $	0.00	Page	1159	NAV		
56434222280020903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-903
DOWNEY PATRICIA D	Value $	890,000.00	Price $	680,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 903	Taxbl $	390,544.00	Date	9/15/2017 12	TaxDist 56421		
	Bldg $	890,000.00	Book	29364			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	1487	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-904
PERNA ANTHONY	Value $	890,000.00	Price $	732,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 904	Taxbl $	478,143.00	Date	6/12/2026 12	TaxDist 56421		
	Bldg $	890,000.00	Book	36595			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	547	NAV		
56434222280021001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1001
ROSS NANCY S &	Value $	980,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1001	Taxbl $	534,059.00	Date	3/22/2018 12	TaxDist 56421		
	Bldg $	980,000.00	Book	29749			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1441	NAV		
56434222280021002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1002
COMMENT INVEST FL INC	Value $	1,075,000.00	Price $	404,900.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1002	Taxbl $	1,046,832.00	Date	11/1/1990 12	TaxDist 56421		
	Bldg $	1,075,000.00	Book	06662			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1957	NAV		
56434222280021003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1003
MAGNOTTI MARILYN J	Value $	895,000.00	Price $	1.00	PUSE CONDOMINIUM		
164 SHORELINE DR	Taxbl $	805,255.00	Date	7/6/2005 12:(	TaxDist 56421		
	Bldg $	895,000.00	Book	18981			
CANONSBURG PA 15317 6635	Land $	0.00	Page	716	NAV		
56434222280021004	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-1004
SMITH LARRY M &	Value $	895,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	630,258.00	Date	5/15/2025 12	TaxDist 56421		
	Bldg $	895,000.00	Book	35759			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1735	NAV		
56434222280021101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1101
KAMODA EMIKO	Value $	985,000.00	Price $	930,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1101	Taxbl $	931,700.00	Date	8/6/2021 12:(	TaxDist 56421		
	Bldg $	985,000.00	Book	32777			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	749	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

564342222800211102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1102
SCHULZ DALE V TRUST	Value $	1,080,000.00	Price $	10.00	PUSE CONDOMINIUM		
3125 FAIRCHILD AVE	Taxbl $	1,054,885.00	Date	3/10/2021 12	TaxDist 56421		
	Bldg $	1,080,000.00	Book	32335			
WAYZATA MN 55391 2909	Land $	0.00	Page	1324	NAV		
564342222800211103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1103
VALSI DOMENICO &	Value $	900,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
65 EDGEHILL RD	Taxbl $	813,308.00	Date	2/17/2014 12	TaxDist 56421		
ETOBICOKE ON	Bldg $	900,000.00	Book	26661			
M9A 4N1 CANADA	Land $	0.00	Page	1856	NAV		
564342222800211104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1104
DATAHAMI LTD PRTNRSHP	Value $	900,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	893,834.00	Date	11/9/2007 12	TaxDist 56421		
	Bldg $	900,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
564342222800211201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1201
SIVALINGAM ARUNAN &	Value $	1,326,000.00	Price $	1,837,500.00	PUSE CONDOMINIUM		
210 W WASHINGTON SQ APT 3NE	Taxbl $	1,326,000.00	Date	6/14/2023 12	TaxDist 56421		
	Bldg $	1,326,000.00	Book	34424			
PHILADELPHIA PA 19106 3523	Land $	0.00	Page	1948	NAV		
564342222800211202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1202
BEACHFRONT 1202 LLC	Value $	1,085,000.00	Price $	1,500,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	1,085,000.00	Date	5/2/2024 12:(	TaxDist 56421		
	Bldg $	1,085,000.00	Book	35040			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	883	NAV		
564342222800211203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1203
MCMANUS JAMES D &	Value $	905,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1203	Taxbl $	853,589.00	Date	5/30/2017 12	TaxDist 56421		
	Bldg $	905,000.00	Book	29127			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1268	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1204
DI BONAVENTURA ITALO &	Value $	905,000.00	Price $	580,000.00	PUSE CONDOMINIUM		
52 HIGH MEADOW PLACE	Taxbl $	901,886.00	Date	11/6/2014 12	TaxDist 56421		
NORTH YORK, ON	Bldg $	905,000.00	Book	27239			
M9L 2Z5 CANADA	Land $	0.00	Page	1480	NAV		
56434222280021401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1401
OTTING PATRICIA A	Value $	995,000.00	Price $	385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1401	Taxbl $	995,000.00	Date	8/1/1997 12:(	TaxDist 56421		
	Bldg $	995,000.00	Book	09971			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	0357	NAV		
56434222280021402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1402
GOODRICH RHONDA A TRUST	Value $	1,090,000.00	Price $	10.00	PUSE CONDOMINIUM		
20 BEAUCLAIRE LN	Taxbl $	1,070,990.00	Date	8/12/2026 12	TaxDist 56421		
	Bldg $	1,090,000.00	Book	36735			
FAIRPORT NY 14450 4618	Land $	0.00	Page	394	NAV		
56434222280021403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1403
MCKINLEY RICHARD M &	Value $	910,000.00	Price $	975,000.00	PUSE CONDOMINIUM		
207 ADDISON AVE	Taxbl $	910,000.00	Date	2/23/2021 12	TaxDist 56421		
	Bldg $	910,000.00	Book	32261			
FRANKLIN TN 37064 8638	Land $	0.00	Page	809	NAV		
56434222280021404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1404
COLLETTI MARLA	Value $	910,000.00	Price $	575,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1404	Taxbl $	503,974.00	Date	2/11/2011 12	TaxDist 56421		
	Bldg $	910,000.00	Book	24372			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	210	NAV		
56434222280021501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1501
DIEROFF GERHARD H TRUST FBO	Value $	1,000,000.00	Price $	10.00	PUSE CONDOMINIUM		
7006 TIFFANY CIR	Taxbl $	1,000,000.00	Date	11/15/2022 1	TaxDist 56421		
	Bldg $	1,000,000.00	Book	34093			
FAYETTEVILLE NY 13066 9788	Land $	0.00	Page	1243	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021502	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-1502
FIORINI MARK &	Value $	1,095,000.00	Price $	1,200,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	1,043,589.00	Date	2/13/2020 12	TaxDist	56421		
	Bldg $	1,095,000.00	Book	31235				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1443	NAV			
56434222280021503	Acres	0.00	Sales instr	QC	MTG		MARTINIQUE 2 COND	UNIT ET-C-1503
FOX JANICE R &	Value $	915,000.00	Price $	10.00	PUSE	CONDOMINIUM		
43 SANDRINGHJAM DR	Taxbl $	837,465.00	Date	5/14/2015 12	TaxDist	56421		
TORONTO ONTARIO	Bldg $	915,000.00	Book	27590				
M5M 3G4 CANADA	Land $	0.00	Page	1405	NAV			
56434222280021504	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-D-1504
BEDDOW DAVID T TRUST &	Value $	1,046,250.00	Price $	10.00	PUSE	CONDOMINIUM		
7204 BRIDLE TER	Taxbl $	917,991.00	Date	10/13/2021 1	TaxDist	56421		
	Bldg $	1,046,250.00	Book	33013				
POTOMAC MD 20854 3886	Land $	0.00	Page	1106	NAV			
56434222280021601	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-A-1601
LAMBERT VINCENT J &	Value $	1,341,000.00	Price $	2,025,000.00	PUSE	CONDOMINIUM		
19 WYCKHAM HILL LN	Taxbl $	1,341,000.00	Date	12/4/2023 12	TaxDist	56421		
	Bldg $	1,341,000.00	Book	34728				
GREENWICH CT 06831 3049	Land $	0.00	Page	950	NAV			
56434222280021602	Acres	0.00	Sales instr	LE	MTG		MARTINIQUE 2 COND	UNIT ET-B-1602
BECKERMAN CHARLOTTE	Value $	1,100,000.00	Price $	10.00	PUSE	CONDOMINIUM		
400 N OCEAN DR APT 1602	Taxbl $	468,835.00	Date	1/8/2023 12:(	TaxDist	56421		
	Bldg $	1,100,000.00	Book	34060				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1978	NAV			
56434222280021603	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-C-1603
FINK BRUCE &	Value $	920,000.00	Price $	10.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1603	Taxbl $	868,589.00	Date	3/17/2025 12	TaxDist	56421		
	Bldg $	920,000.00	Book	35658				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	34	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1604
DIAMOND AUDLEY &	Value $	920,000.00	Price $	661,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	612,586.00	Date	6/17/2016 12	TaxDist 56421		
	Bldg $	920,000.00	Book	28399			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	424	NAV		
56434222280021701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1701
MACKRES GEORGE &	Value $	1,010,000.00	Price $	615,000.00	PUSE CONDOMINIUM		
PO BOX 355	Taxbl $	917,991.00	Date	1/8/2014 12:(	TaxDist 56421		
	Bldg $	1,010,000.00	Book	26574			
WARETOWN NJ 08758 0355	Land $	0.00	Page	303	NAV		
56434222280021702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1702
SCHECTOR CLARISE	Value $	1,105,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1702	Taxbl $	681,284.00	Date	3/31/2016 12	TaxDist 56421		
	Bldg $	1,105,000.00	Book	28199			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1323	NAV		
56434222280021703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1703
HOLMES SANDRA K &	Value $	925,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1703	Taxbl $	868,589.00	Date	12/13/2021 1	TaxDist 56421		
	Bldg $	925,000.00	Book	33154			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	105	NAV		
56434222280021704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1704
PROVANZANO ANTHONY D	Value $	925,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1704	Taxbl $	618,359.00	Date	1/16/2020 12	TaxDist 56421		
	Bldg $	925,000.00	Book	31206			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1277	NAV		
56434222280021801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1801
MCCORMICK DONALD J &	Value $	1,015,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
72 HIGHLAND DOWN	Taxbl $	926,044.00	Date	6/15/2017 12	TaxDist 56421		
	Bldg $	1,015,000.00	Book	29178			
SHOREHAM NY 11786 1124	Land $	0.00	Page	1529	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1802
KENNEDY JOHH &	Value $	1,110,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,103,200.00	Date	12/30/2005 1	TaxDist 56421		
	Bldg $	1,110,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		
56434222280021803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1803
KISHORE NEETA &	Value $	930,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
1135 SUMMERHILL DR	Taxbl $	861,623.00	Date	12/8/2014 12	TaxDist 56421		
	Bldg $	930,000.00	Book	27297			
AKRON OH 44333 2952	Land $	0.00	Page	1269	NAV		
56434222280021804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1804
TWO TWO FIVE SEVEN SIX ONE	Value $	930,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
11 WESTMOUNT PARK RD	Taxbl $	930,000.00	Date	2/1/1990 12:(	TaxDist 56421		
ETOBICOKE ON	Bldg $	930,000.00	Book	06385			
M9P 1R4 CANADA	Land $	0.00	Page	1116	NAV		
56434222280021901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1901
JARVI KRISTJAN &	Value $	1,020,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1901	Taxbl $	968,589.00	Date	1/26/2024 12	TaxDist 56421		
	Bldg $	1,020,000.00	Book	34803			
RIVIERA BEACH FL 33404 2876	Land $	0.00	Page	1711	NAV		
56434222280021902	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-B-1902
JARVI NEEME A &	Value $	1,115,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 1902	Taxbl $	517,981.00	Date	5/4/2010 12:(	TaxDist 56421		
	Bldg $	1,115,000.00	Book	23914			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1247	NAV		
56434222280021903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1903
MCCULLOCH THANIA M	Value $	935,000.00	Price $	1,045,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1903	Taxbl $	883,589.00	Date	6/15/2021 12	TaxDist 56421		
	Bldg $	935,000.00	Book	32675			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	502	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1904
SCHARF SALLY WILL OF	Value $	935,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
307 LEADER HEIGHTS RD	Taxbl $	935,000.00	Date	11/16/2004 1	TaxDist 56421		
	Bldg $	935,000.00	Book	17770			
YORK PA 17402 5024	Land $	0.00	Page	618	NAV		
56434222280022001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2001
MEYER JONATHAN T &	Value $	1,025,000.00	Price $	1,060,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	935,922.00	Date	2/18/2020 12	TaxDist 56421		
	Bldg $	1,025,000.00	Book	31272			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV		
56434222280022002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2002
RINTOUL DARREN &	Value $	1,120,000.00	Price $	1,025,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2002	Taxbl $	1,120,000.00	Date	4/27/2021 12	TaxDist 56421		
	Bldg $	1,120,000.00	Book	32465			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1241	NAV		
56434222280022003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2003
CARLONE JOSEPH &	Value $	940,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2003	Taxbl $	577,943.00	Date	11/6/2020 12	TaxDist 56421		
	Bldg $	940,000.00	Book	31931			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1234	NAV		
56434222280022004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2004
GRIGORIAN VADIM &	Value $	940,000.00	Price $	1,085,000.00	PUSE CONDOMINIUM		
9704 GREY FLOCK DR	Taxbl $	888,589.00	Date	11/30/2021 1	TaxDist 56421		
	Bldg $	940,000.00	Book	33109			
PALM BEACH GARDENS FL 33412 2958	Land $	0.00	Page	325	NAV		
56434222280022101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2101
LARSON SCOTT K &	Value $	1,030,000.00	Price $	1,300,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2101	Taxbl $	808,493.00	Date	5/11/2022 12	TaxDist 56421		
	Bldg $	1,030,000.00	Book	33568			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1346	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2102
BK GROUP	Value $	1,125,000.00	Price $	373,000.00	PUSE CONDOMINIUM		
TILLIMAKI 10	Taxbl $	1,125,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	1,125,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1833	NAV		
56434222280022103	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2103
NOBBIN DEV LTD	Value $	945,000.00	Price $	100.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	885,781.00	Date	2/1/1997 12:(	TaxDist 56421		
DOWNSVIEW ON	Bldg $	945,000.00	Book	09696			
M3K 2A8 CANADA	Land $	0.00	Page	0363	NAV		
56434222280022104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-2104
KREPOSTMAN JAIME &	Value $	945,000.00	Price $	760,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2104	Taxbl $	641,454.00	Date	11/23/2004 1	TaxDist 56421		
	Bldg $	945,000.00	Book	17804			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	575	NAV		
56434222280022201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2201
CZAJKOWSKI PETER J &	Value $	1,035,000.00	Price $	605,000.00	PUSE CONDOMINIUM		
7408 WASHINGTON AVE	Taxbl $	958,254.00	Date	8/7/2012 12:(	TaxDist 56421		
	Bldg $	1,035,000.00	Book	25409			
SAINT LOUIS MO 63130 4048	Land $	0.00	Page	693	NAV		
56434222280022202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2202
FERRY WILLIAM	Value $	1,130,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
17 PEARL BROOK RD	Taxbl $	1,130,000.00	Date	12/29/2011 1	TaxDist 56421		
	Bldg $	1,130,000.00	Book	24943			
SOUTHWICK MA 01077 9389	Land $	0.00	Page	1820	NAV		
56434222280022203	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2203
BOUSABA ADELE	Value $	950,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2203	Taxbl $	555,640.00	Date	6/18/2014 12	TaxDist 56421		
	Bldg $	950,000.00	Book	26892			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	728	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2204
MDFL LLC	Value $	950,000.00	Price $	10.00	PUSE CONDOMINIUM		
1209 HILL RD N STE 225	Taxbl $	950,000.00	Date	12/26/2017 1	TaxDist 56421		
	Bldg $	950,000.00	Book	29551			
PICKERINGTON OH 43147 8888	Land $	0.00	Page	330	NAV		
56434222280022301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2301
CHRISTENSEN SUZANNE E	Value $	1,376,000.00	Price $	1,975,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2301	Taxbl $	1,324,589.00	Date	10/4/2023 12	TaxDist 56421		
	Bldg $	1,376,000.00	Book	34609			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1384	NAV		
56434222280022302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2302
BK GROUP	Value $	1,135,000.00	Price $	379,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	1,135,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	1,135,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1818	NAV		
56434222280022303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2303
BK GROUP	Value $	955,000.00	Price $	269,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	901,886.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	955,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1750	NAV		
56434222280022304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2304
LHEUREUX TAMMY	Value $	955,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2304	Taxbl $	562,098.00	Date	9/18/2008 12	TaxDist 56421		
	Bldg $	955,000.00	Book	22875			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1820	NAV		
56434222280022401	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2401
LUDWIG PHILIPP N &	Value $	1,045,000.00	Price $	1,015,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2401	Taxbl $	1,045,000.00	Date	11/21/2025 1	TaxDist 56421		
	Bldg $	1,045,000.00	Book	36177			
RIVIERA BEACH FL 33404 2878	Land $	0.00	Page	619	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2402
KENNEDY JOHN &	Value $	1,140,000.00	Price $	795,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,140,000.00	Date	3/15/2011 12	TaxDist 56421		
	Bldg $	1,140,000.00	Book	24417			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1116	NAV		
56434222280022403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2403
BK GROUP	Value $	960,000.00	Price $	272,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	909,939.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	960,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1761	NAV		
56434222280022404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2404
MECHAS CONSTANT &	Value $	960,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
2150 CAMBRIDGE RD	Taxbl $	960,000.00	Date	11/20/2009 1	TaxDist 56421		
MOUNT ROYAL QC	Bldg $	960,000.00	Book	23571			
H3R 2Y3 CANADA	Land $	0.00	Page	748	NAV		
56434222280022501	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT ET-A-LPH-1
LEADER JOHN CARL	Value $	1,050,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN BLVD UNIT LPH-1	Taxbl $	496,209.00	Date	2/15/2008 12	TaxDist 56421		
	Bldg $	1,050,000.00	Book	22471			
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	622	NAV		
56434222280022502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-LPH-2
PATEL HEMIKSHA &	Value $	1,145,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT ET 2502	Taxbl $	780,027.00	Date	9/9/2008 12:(	TaxDist 56421		
	Bldg $	1,145,000.00	Book	22867			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	346	NAV		
56434222280022503	Acres	0.00	Sales instr	LA	MTG	MARTINIQUE 2 COND	UNIT ET-C-LPH-3
BERGER ALBERT &	Value $	1,402,500.00	Price $	0.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2503	Taxbl $	1,178,579.00	Date	5/17/2022 12	TaxDist 56421		
	Bldg $	1,402,500.00	Book	34022			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	506	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-LPH-4
IANNITTO JOHN	Value $	965,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2504	Taxbl $	913,589.00	Date	8/18/2004 12	TaxDist 56421		
	Bldg $	965,000.00	Book	17421			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1618	NAV		
56434222280022601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-PH-1
WILDER LEWIS &	Value $	1,225,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2601	Taxbl $	686,284.00	Date	12/10/2010 1	TaxDist 56421		
	Bldg $	1,225,000.00	Book	24316			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	987	NAV		
56434222280022602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-PH-2
SPOTA JESS P &	Value $	1,310,000.00	Price $	400,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2602E	Taxbl $	1,272,303.00	Date	4/8/1998 12:(	TaxDist 56421		
	Bldg $	1,310,000.00	Book	10338			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	1813	NAV		
56434222280022603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
PEREZ CALIXTO JR	Value $	1,195,000.00	Price $	725,000.00	PUSE CONDOMINIUM	UNIT ET-C-PH3	
4000 N OCEAN DR PH 2603	Taxbl $	998,516.00	Date	11/17/2020 1	TaxDist 56421		
	Bldg $	1,195,000.00	Book	31981			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1335	NAV		
56434222280022604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
GOLDENHERSH DEBRA	Value $	1,135,000.00	Price $	10.00	PUSE CONDOMINIUM	UNIT ET-D-PH4	
4000 N OCEAN DR PH 4	Taxbl $	587,931.00	Date	12/17/2025 1	TaxDist 56421		
	Bldg $	1,135,000.00	Book	36203			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	504	NAV		
56434222280030102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-102
MARTINIQUE 2 OWNERS ASSN INC	Value $	0.00	Price $	100.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 102	Taxbl $	0.00	Date	12/1/1990 12	TaxDist 56421		
	Bldg $	0.00	Book	06682			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1471	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-103
SADAKA THEODORE N TRUST	Value $	652,500.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 103	Taxbl $	652,500.00	Date	11/1/2023 12	TaxDist 56421		
	Bldg $	652,500.00	Book	34663			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	956	NAV		
56434222280030104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-104
104 PROPERTY LLC	Value $	385,000.00	Price $	450,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 304	Taxbl $	385,000.00	Date	8/6/2025 12:(	TaxDist 56421		
	Bldg $	385,000.00	Book	35968			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	502	NAV		
56434222280030201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-201
WILLIAMS RICHARD D	Value $	555,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 201	Taxbl $	503,589.00	Date	3/4/2025 12:(	TaxDist 56421		
	Bldg $	555,000.00	Book	35596			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	497	NAV		
56434222280030202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-202
EDELMAN HOWARD &	Value $	848,500.00	Price $	1,160,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 202	Taxbl $	797,089.00	Date	6/1/2023 12:(	TaxDist 56421		
	Bldg $	848,500.00	Book	34351			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1578	NAV		
56434222280030203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-203
LONG EVERETT G &	Value $	460,000.00	Price $	210,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 203W	Taxbl $	0.00	Date	11/7/2000 12	TaxDist 56421		
	Bldg $	460,000.00	Book	12130			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1419	NAV		
56434222280030204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-204
MURACO JOHN F	Value $	410,000.00	Price $	212,900.00	PUSE CONDOMINIUM		
3 MEADOW DR	Taxbl $	410,000.00	Date	6/1/1991 12:(	TaxDist 56421		
	Bldg $	410,000.00	Book	06880			
FAYETTEVILLE NY 13066 2522	Land $	0.00	Page	1675	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-301
WILKINSON MOLLY A	Value $	575,000.00	Price $	650,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 301	Taxbl $	575,000.00	Date	7/13/2026 12	TaxDist 56421		
	Bldg $	575,000.00	Book	36678			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	873	NAV		
56434222280030302	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-B-302
EAGLE MARKET MAKERS INC	Value $	660,000.00	Price $	0.00	PUSE CONDOMINIUM		
328 S JEFFERSON ST STE 950	Taxbl $	660,000.00	Date	11/3/2025 12	TaxDist 56421		
	Bldg $	660,000.00	Book	36149			
CHICAGO IL 60661 5634	Land $	0.00	Page	1912	NAV		
56434222280030303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-303
ROTHENBERG DAVID S &	Value $	515,000.00	Price $	535,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 303	Taxbl $	463,589.00	Date	8/24/2021 12	TaxDist 56421		
	Bldg $	515,000.00	Book	32850			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1699	NAV		
56434222280030304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-304
VALERIUS GERARD &	Value $	435,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 304	Taxbl $	383,589.00	Date	2/4/2019 12:(	TaxDist 56421		
	Bldg $	435,000.00	Book	30403			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	935	NAV		
56434222280030401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-401
REGINA FELICIA L &	Value $	600,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
110 DINSMORE ST APT A	Taxbl $	600,000.00	Date	2/24/2022 12	TaxDist 56421		
	Bldg $	600,000.00	Book	33361			
STATEN ISLAND NY 10314 3863	Land $	0.00	Page	1771	NAV		
56434222280030402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-402
PLUCHINO CHRISTOPHER &	Value $	776,500.00	Price $	995,000.00	PUSE CONDOMINIUM		
14823 BRAMBLEWOOD DR	Taxbl $	776,500.00	Date	7/21/2025 12	TaxDist 56421		
	Bldg $	776,500.00	Book	35900			
HOUSTON TX 77079 6303	Land $	0.00	Page	1648	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030403	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-403
ROTHMAN JAY	Value $	510,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 403	Taxbl $	422,047.00	Date	9/27/2019 12	TaxDist 56421		
	Bldg $	510,000.00	Book	31020			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1781	NAV		
56434222280030404	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT WT-D-404
HARTLEY ROGER E	Value $	460,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 404	Taxbl $	403,589.00	Date	11/18/2016 1	TaxDist 56421		
	Bldg $	460,000.00	Book	28723			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1441	NAV		
56434222280030501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-501
SLOSER MICHAEL E &	Value $	625,000.00	Price $	383,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 501	Taxbl $	407,104.00	Date	3/7/2003 12:(	TaxDist 56421		
	Bldg $	625,000.00	Book	14968			
SINGER ISLAND FL 33404 2851	Land $	0.00	Page	476	NAV		
56434222280030502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-502
NACCARATO LAURA	Value $	710,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	594,387.00	Date	3/14/2007 12	TaxDist 56421		
	Bldg $	710,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280030503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-503
AVON LOAN SERVICING LLC	Value $	687,250.00	Price $	715,000.00	PUSE CONDOMINIUM		
6 TURNBERRY CT # 503	Taxbl $	687,250.00	Date	7/19/2021 12	TaxDist 56421		
	Bldg $	687,250.00	Book	32734			
MOORESTOWN NJ 08057 3953	Land $	0.00	Page	1369	NAV		
56434222280030504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-504
BARSCH FRED A & JACQUELINE TRUST	Value $	485,000.00	Price $	10.00	PUSE CONDOMINIUM		
6210 N COUNTRY RD	Taxbl $	485,000.00	Date	5/28/2026 12	TaxDist 56421		
	Bldg $	485,000.00	Book	36628			
WADING RIVER NY 11792 1625	Land $	0.00	Page	437	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-601
VESPA CHARLES J &	Value $	670,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 601	Taxbl $	432,937.00	Date	2/2/2010 12:(	TaxDist 56421		
	Bldg $	670,000.00	Book	23731			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1985	NAV		
56434222280030602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-602
FILIPSKI JAMES R TRUST &	Value $	735,000.00	Price $	10.00	PUSE CONDOMINIUM		
43 TOP NOTCH DR	Taxbl $	735,000.00	Date	5/6/2014 12:(	TaxDist 56421		
	Bldg $	735,000.00	Book	26838			
LITTLE FALLS NY 13365 5929	Land $	0.00	Page	297	NAV		
56434222280030603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-603
DAURIA NANCY M TR	Value $	605,000.00	Price $	198,000.00	PUSE CONDOMINIUM		
2 ORCHARD LN	Taxbl $	605,000.00	Date	3/10/2000 12	TaxDist 56421		
	Bldg $	605,000.00	Book	11699			
LEXINGTON MA 02420 2600	Land $	0.00	Page	1421	NAV		
56434222280030604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-604
SMITH LARRY M	Value $	555,000.00	Price $	465,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	555,000.00	Date	12/12/2019 1	TaxDist 56421		
	Bldg $	555,000.00	Book	31096			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	608	NAV		
56434222280030701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-701
SWEET RICHARD & BARBARA TRUST	Value $	675,000.00	Price $	27.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	675,000.00	Date	3/20/2023 12	TaxDist 56421		
	Bldg $	675,000.00	Book	34199			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1230	NAV		
56434222280030702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-702
BARBALIOS RYAN II	Value $	740,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 702	Taxbl $	740,000.00	Date	3/21/2025 12	TaxDist 56421		
	Bldg $	740,000.00	Book	35647			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	909	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-703
LORTIE JOINT TRUST	Value $	610,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	610,000.00	Date	3/19/2019 12	TaxDist 56421		
SAINT LAMBERT, QC	Bldg $	610,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	491	NAV		
56434222280030704	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-704
LORTIE JOINT TRUST	Value $	560,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	560,000.00	Date	3/19/2019 12	TaxDist 56421		
SAINT LAMBERT, QC	Bldg $	560,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	493	NAV		
56434222280030801	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-801
ERSCHELL SWEET BARBARA LIVING TRUST	Value $	680,000.00	Price $	0.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	680,000.00	Date	2/22/2024 12	TaxDist 56421		
	Bldg $	680,000.00	Book	34872			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1707	NAV		
56434222280030802	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-802
KORFF JOSEPH	Value $	745,000.00	Price $	825,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 802	Taxbl $	745,000.00	Date	2/23/2022 12	TaxDist 56421		
	Bldg $	745,000.00	Book	33347			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1010	NAV		
56434222280030803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-803
EID J FRANCOIS &	Value $	615,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	615,000.00	Date	7/24/2013 12	TaxDist 56421		
	Bldg $	615,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1495	NAV		
56434222280030804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-804
NISSLEY DAVID M &	Value $	565,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 804	Taxbl $	513,589.00	Date	11/2/2021 12	TaxDist 56421		
	Bldg $	565,000.00	Book	33138			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	320	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-901
OHMAN ANDERSON C SR	Value $	685,000.00	Price $	517,500.00	PUSE CONDOMINIUM		
PO BOX 277	Taxbl $	685,000.00	Date	2/16/2012 12	TaxDist 56421		
	Bldg $	685,000.00	Book	25050			
MIDDLEFIELD OH 44062 0277	Land $	0.00	Page	1389	NAV		
56434222280030902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-902
SLS AGENCY LLC	Value $	750,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	750,000.00	Date	10/4/2018 12	TaxDist 56421		
	Bldg $	750,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280030903	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-903
DOLUNAY OZER M	Value $	620,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 903	Taxbl $	223,636.00	Date	7/20/2023 12	TaxDist 56421		
	Bldg $	620,000.00	Book	34456			
RIVIERA BEACH FL 33404 2880	Land $	0.00	Page	595	NAV		
56434222280030904	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-904
VENTRESCA LEONARD &	Value $	570,000.00	Price $	302,500.00	PUSE CONDOMINIUM		
89 COTTAGE ST	Taxbl $	570,000.00	Date	7/18/2023 12	TaxDist 56421		
	Bldg $	570,000.00	Book	34477			
DOYLESTOWN PA 18901 4460	Land $	0.00	Page	1576	NAV		
56434222280031001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1001
PAPPAS FRANKIE J &	Value $	690,000.00	Price $	810,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1001	Taxbl $	690,000.00	Date	2/25/2026 12	TaxDist 56421		
	Bldg $	690,000.00	Book	36363			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1606	NAV		
56434222280031002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1002
STAFFORD SIDNEY A LIVING TRUST	Value $	755,000.00	Price $	765,000.00	PUSE CONDOMINIUM		
9701 W GRAND AVE STE A	Taxbl $	755,000.00	Date	5/1/2020 12:(	TaxDist 56421		
	Bldg $	755,000.00	Book	31421			
FRANKLIN PARK IL 60131 3361	Land $	0.00	Page	638	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1003
IUELE GIUSEPPE &	Value $	625,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1003	Taxbl $	573,589.00	Date	5/2/2016 12:(	TaxDist 56421		
	Bldg $	625,000.00	Book	28342			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	626	NAV		
56434222280031004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1004
SAVOY RESOURCES LP	Value $	575,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
4334 MYERWOOD LN	Taxbl $	575,000.00	Date	12/21/2012 1	TaxDist 56421		
	Bldg $	575,000.00	Book	25735			
DALLAS TX 75244 7441	Land $	0.00	Page	1302	NAV		
56434222280031101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1101
HUDSON TAMMERA	Value $	795,500.00	Price $	980,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1101	Taxbl $	739,089.00	Date	6/24/2025 12	TaxDist 56421		
	Bldg $	795,500.00	Book	35855			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	159	NAV		
56434222280031102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1102
ANSPACH BARTH L &	Value $	760,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1102	Taxbl $	647,509.00	Date	5/31/2012 12	TaxDist 56421		
	Bldg $	760,000.00	Book	25252			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1045	NAV		
56434222280031103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1103
COMMODORE KNIGHT REALTY LLC	Value $	932,500.00	Price $	1,610,000.00	PUSE CONDOMINIUM		
1288 ALABAMA DR	Taxbl $	932,500.00	Date	2/25/2022 12	TaxDist 56421		
	Bldg $	932,500.00	Book	33364			
WINTER PARK FL 32789 2674	Land $	0.00	Page	1554	NAV		
56434222280031104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1104
DESMEULES CLAUDE &	Value $	580,000.00	Price $	275,000.00	PUSE CONDOMINIUM		
3500 AUTOROUTE LAVAL QUEST	Taxbl $	580,000.00	Date	5/1/1996 12:(	TaxDist 56421		
LAVAL QC	Bldg $	580,000.00	Book	09308			
H7T 2H6 CANADA	Land $	0.00	Page	1335	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1201
HOPKINS ROBERT J &	Value $	700,000.00	Price $	925,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1201	Taxbl $	648,589.00	Date	12/2/2024 12	TaxDist 56421		
	Bldg $	700,000.00	Book	35454			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1585	NAV		
56434222280031202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1202
WALKER REBECCA B &	Value $	765,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1202	Taxbl $	699,194.00	Date	8/29/2016 12	TaxDist 56421		
	Bldg $	765,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280031203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1203
MARTINO ROBERTO &	Value $	635,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
PO BOX 535	Taxbl $	635,000.00	Date	4/17/2017 12	TaxDist 56421		
	Bldg $	635,000.00	Book	29035			
KATONAH NY 10536 0535	Land $	0.00	Page	1778	NAV		
56434222280031204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1204
COCOZZA PAUL F &	Value $	585,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1204	Taxbl $	533,589.00	Date	9/28/2021 12	TaxDist 56421		
	Bldg $	585,000.00	Book	32943			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	357	NAV		
56434222280031401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1401
GAITO PETER &	Value $	805,500.00	Price $	995,000.00	PUSE CONDOMINIUM		
4 PEBBLE BEACH DR	Taxbl $	805,500.00	Date	3/14/2022 12	TaxDist 56421		
	Bldg $	805,500.00	Book	33405			
PURCHASE NY 10577 1512	Land $	0.00	Page	748	NAV		
56434222280031402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1402
JDL FLA HOLDINGS INC	Value $	770,000.00	Price $	795,000.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	770,000.00	Date	4/15/2014 12	TaxDist 56421		
TORONTO ON	Bldg $	770,000.00	Book	26737			
M3K 2A8 CANADA	Land $	0.00	Page	148	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031403	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-C-1403
BERGER MICHAEL J &	Value $	640,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1403	Taxbl $	520,203.00	Date	2/1/2022 12:(	TaxDist 56421		
	Bldg $	640,000.00	Book	33352			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1292	NAV		
56434222280031404	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-1404
ROBINSON FRED I TRUST &	Value $	590,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1404	Taxbl $	590,000.00	Date	4/23/2020 12	TaxDist 56421		
	Bldg $	590,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1722	NAV		
56434222280031501	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-1501
REA ANNE	Value $	710,000.00	Price $	352,000.00	PUSE CONDOMINIUM		
20 PEEPERS HOLLOW RD	Taxbl $	710,000.00	Date	7/9/2001 12:(	TaxDist 56421		
	Bldg $	710,000.00	Book	12746			
GREENWICH CT 06831 3225	Land $	0.00	Page	1505	NAV		
56434222280031502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1502
ONEILL ZAIRA Z	Value $	775,000.00	Price $	380,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1502	Taxbl $	494,515.00	Date	8/1/1993 12:(	TaxDist 56421		
	Bldg $	775,000.00	Book	07853			
SINGER ISLAND FL 33404 2881	Land $	0.00	Page	1943	NAV		
56434222280031503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1503
MASON MILO &	Value $	645,000.00	Price $	736,250.00	PUSE CONDOMINIUM		
6863 SPARROW HAWK DR	Taxbl $	645,000.00	Date	8/22/2018 12	TaxDist 56421		
	Bldg $	645,000.00	Book	30084			
WEST PALM BCH FL 33412 3053	Land $	0.00	Page	1605	NAV		
56434222280031504	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-1504
GALATI MARY &	Value $	595,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1504	Taxbl $	458,770.00	Date	6/18/2009 12	TaxDist 56421		
	Bldg $	595,000.00	Book	23311			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	674	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031601	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-A-1601
BUTLER MARY K TRUST	Value $	715,000.00	Price $	0.00	PUSE CONDOMINIUM		
2723 S ZUNIS AVE	Taxbl $	715,000.00	Date	12/19/2024 1	TaxDist 56421		
	Bldg $	715,000.00	Book	35466			
TULSA OK 74114 4235	Land $	0.00	Page	1484	NAV		
56434222280031602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1602
CASANO EGNAZIO &	Value $	780,000.00	Price $	1,209,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1602	Taxbl $	728,589.00	Date	1/18/2023 12	TaxDist 56421		
	Bldg $	780,000.00	Book	34079			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	338	NAV		
56434222280031603	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-1603
DECARLO PAUL M &	Value $	650,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1603	Taxbl $	598,589.00	Date	1/18/2012 12	TaxDist 56421		
	Bldg $	650,000.00	Book	24964			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1004	NAV		
56434222280031604	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-D-1604
CHRISTIANO ALBERT R	Value $	600,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1604	Taxbl $	543,589.00	Date	5/2/2025 12:(	TaxDist 56421		
	Bldg $	600,000.00	Book	35778			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1055	NAV		
56434222280031701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1701
EICHNER EUGENE &	Value $	720,000.00	Price $	259,900.00	PUSE CONDOMINIUM		
29 HEARTHSTONE DR	Taxbl $	720,000.00	Date	1/1/1991 12:(	TaxDist 56421		
	Bldg $	720,000.00	Book	06720			
DIX HILLS NY 11746 5031	Land $	0.00	Page	1460	NAV		
56434222280031702	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-1702
GEORGE LINDA E	Value $	1,152,500.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1702	Taxbl $	1,096,089.00	Date	7/7/2023 12:(	TaxDist 56421		
	Bldg $	1,152,500.00	Book	34434			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1314	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1703
MOXLEY GREGORY R &	Value $	655,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
4100 N OCEAN BLVD UNIT 1703	Taxbl $	537,524.00	Date	9/20/2004 12	TaxDist 56421		
	Bldg $	655,000.00	Book	17570			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1966	NAV		
56434222280031704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1704
BEACHFRONT 1704 LLC	Value $	605,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	605,000.00	Date	12/13/2021 1	TaxDist 56421		
	Bldg $	605,000.00	Book	33152			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	988	NAV		
56434222280031801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1801
RAUCCI PAUL	Value $	725,000.00	Price $	220,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1801	Taxbl $	202,550.00	Date	5/6/1998 12:(	TaxDist 56421		
	Bldg $	725,000.00	Book	10396			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1841	NAV		
56434222280031802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1802
WILLIAMS LYNDA S	Value $	790,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1802	Taxbl $	686,257.00	Date	4/22/2014 12	TaxDist 56421		
	Bldg $	790,000.00	Book	26854			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	179	NAV		
56434222280031803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1803
NAWROCKI DANIEL P	Value $	962,500.00	Price $	1,285,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1803	Taxbl $	911,089.00	Date	8/12/2021 12	TaxDist 56421		
	Bldg $	962,500.00	Book	32789			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1273	NAV		
56434222280031804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1804
QUIGGIN DAVID R &	Value $	610,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1804	Taxbl $	478,143.00	Date	6/16/2006 12	TaxDist 56421		
	Bldg $	610,000.00	Book	20608			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	225	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1901
SINGER SIMONE	Value $	730,000.00	Price $	970,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1901	Taxbl $	678,589.00	Date	5/6/2024 12:(	TaxDist 56421		
	Bldg $	730,000.00	Book	35028			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	193	NAV		
56434222280031902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1902
1902 PAPA LLC	Value $	795,000.00	Price $	893,000.00	PUSE CONDOMINIUM		
9 LANOCHE CT	Taxbl $	795,000.00	Date	10/24/2022 1	TaxDist 56421		
	Bldg $	795,000.00	Book	34048			
WILLIAMSVILLE NY 14221 1977	Land $	0.00	Page	1931	NAV		
56434222280031903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1903
ALEXANDER HERMAN &	Value $	665,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
2059 DONNA DR	Taxbl $	665,000.00	Date	11/13/2003 1	TaxDist 56421		
	Bldg $	665,000.00	Book	16203			
MERRICK NY 11566 5518	Land $	0.00	Page	1034	NAV		
56434222280031904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1904
KOYMEN HAKAN O &	Value $	615,000.00	Price $	565,000.00	PUSE CONDOMINIUM		
2030 GREENSPRING VALLEY RD	Taxbl $	615,000.00	Date	6/19/2014 12	TaxDist 56421		
	Bldg $	615,000.00	Book	26909			
STEVENSON MD 21153 0650	Land $	0.00	Page	871	NAV		
56434222280032001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2001
HARRIGAN KATHRYN R	Value $	735,000.00	Price $	925,000.00	PUSE CONDOMINIUM		
2521 PALISADE AVE PH C	Taxbl $	735,000.00	Date	8/22/2022 12	TaxDist 56421		
	Bldg $	735,000.00	Book	33806			
BRONX NY 10463 6141	Land $	0.00	Page	1026	NAV		
56434222280032002	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-B-2002
MITCHELL SAMUEL J &	Value $	800,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 2002	Taxbl $	686,857.00	Date	6/28/2004 12	TaxDist 56421		
	Bldg $	800,000.00	Book	18229			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1704	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2003
JULO ELIZABETH H TRUST	Value $	881,750.00	Price $	1,081,250.00	PUSE CONDOMINIUM		
538 LES JARDIN DR	Taxbl $	881,750.00	Date	7/16/2020 12	TaxDist 56421		
	Bldg $	881,750.00	Book	31605			
PALM BCH GDNS FL 33410 1608	Land $	0.00	Page	866	NAV		
56434222280032004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2004
LAND JAMES &	Value $	620,000.00	Price $	660,000.00	PUSE CONDOMINIUM		
2405 KENWYN BLVD	Taxbl $	620,000.00	Date	10/16/2020 1	TaxDist 56421		
	Bldg $	620,000.00	Book	31871			
AVON OH 44011 4730	Land $	0.00	Page	76	NAV		
56434222280032101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2101
DONEGAN LINDA B &	Value $	740,000.00	Price $	10.00	PUSE CONDOMINIUM		
3 GLARUS CT	Taxbl $	740,000.00	Date	10/4/2018 12	TaxDist 56421		
	Bldg $	740,000.00	Book	30224			
FAIRPORT NY 14450 4641	Land $	0.00	Page	1021	NAV		
56434222280032102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2102
FINN CATHERIN &	Value $	805,000.00	Price $	790,000.00	PUSE CONDOMINIUM		
2700 N OCEAN DR APT 1702A	Taxbl $	805,000.00	Date	10/26/2017 1	TaxDist 56421		
	Bldg $	805,000.00	Book	29471			
RIVIERA BEACH FL 33404 4780	Land $	0.00	Page	224	NAV		
56434222280032103	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-C-2103
ROBINSON FRED I TRUST	Value $	675,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2103	Taxbl $	675,000.00	Date	4/23/2020 12	TaxDist 56421		
	Bldg $	675,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1803	NAV		
56434222280032104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-2104
ROBINSON FRED I TRUST	Value $	625,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	625,000.00	Date	11/20/2023 1	TaxDist 56421		
	Bldg $	625,000.00	Book	34721			
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2201
PERRI JOHN &	Value $	745,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
15 CRINKLE CT	Taxbl $	745,000.00	Date	3/24/2015 12	TaxDist 56421		
	Bldg $	745,000.00	Book	27468			
NORTHPORT NY 11768 1856	Land $	0.00	Page	197	NAV		
56434222280032202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2202
KATSELNIK ARKADI &	Value $	810,000.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2202	Taxbl $	758,589.00	Date	2/16/2022 12	TaxDist 56421		
	Bldg $	810,000.00	Book	33328			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1095	NAV		
56434222280032203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2203
BANFE ALBERT C JR &	Value $	680,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 2203	Taxbl $	437,577.00	Date	10/8/2020 12	TaxDist 56421		
	Bldg $	680,000.00	Book	31837			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	85	NAV		
56434222280032204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2204
SHAFCO SOUTH LLC	Value $	824,250.00	Price $	1,250,000.00	PUSE CONDOMINIUM		
158 SHATTUCK WAY	Taxbl $	824,250.00	Date	2/22/2023 12	TaxDist 56421		
	Bldg $	824,250.00	Book	34284			
PORTSMOUTH NH 03801 7880	Land $	0.00	Page	1412	NAV		
56434222280032301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2301
MAHLER DOUGLAS R &	Value $	984,500.00	Price $	1,840,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2301	Taxbl $	933,089.00	Date	9/6/2023 12:(	TaxDist 56421		
	Bldg $	984,500.00	Book	34549			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	187	NAV		
56434222280032302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2302
WILLIS JOAN L	Value $	815,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2302	Taxbl $	758,589.00	Date	2/20/2021 12	TaxDist 56421		
	Bldg $	815,000.00	Book	32268			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1980	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2303
TAYLOR WILLIAM J &	Value $	685,000.00	Price $	681,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2303	Taxbl $	572,168.00	Date	5/31/2013 12	TaxDist 56421		
	Bldg $	685,000.00	Book	26109			
WEST PALM BEACH FL 33404 2883	Land $	0.00	Page	1387	NAV		
56434222280032304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2304
CLOUTIER CAROLYN	Value $	635,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2304	Taxbl $	635,000.00	Date	5/11/2021 12	TaxDist 56421		
	Bldg $	635,000.00	Book	32500			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	503	NAV		
56434222280032401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2401
CURRY MARK A &	Value $	1,090,000.00	Price $	1,900,000.00	PUSE CONDOMINIUM		
2801 DEER CHASE LN	Taxbl $	1,090,000.00	Date	10/5/2023 12	TaxDist 56421		
	Bldg $	1,090,000.00	Book	34603			
YORK PA 17403 9589	Land $	0.00	Page	1493	NAV		
56434222280032402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2402
GOLD RONALD D &	Value $	820,000.00	Price $	750,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2402	Taxbl $	748,104.00	Date	4/29/2015 12	TaxDist 56421		
	Bldg $	820,000.00	Book	27516			
RIVIERA BEACH FL 33404 2884	Land $	0.00	Page	447	NAV		
56434222280032403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2403
KOLE PETER &	Value $	690,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	690,000.00	Date	8/30/2002 12	TaxDist 56421		
	Bldg $	690,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280032404	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-2404
PROCIDA JOSEPH	Value $	917,500.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2404	Taxbl $	866,089.00	Date	9/3/2025 12:(	TaxDist 56421		
	Bldg $	917,500.00	Book	36003			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	837	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-LPH-1
POIRIER WILFRID &	Value $	760,000.00	Price $	587,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2501	Taxbl $	549,182.00	Date	5/9/2003 12:(	TaxDist 56421		
	Bldg $	760,000.00	Book	15267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	70	NAV		
56434222280032502	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-LPH-2
OTTOSEN KARL JOHN &	Value $	825,000.00	Price $	1,167,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2502	Taxbl $	773,589.00	Date	5/7/2021 12:(	TaxDist 56421		
	Bldg $	825,000.00	Book	32516			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	321	NAV		
56434222280032503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-LPH-3
VARGAS JOHN M &	Value $	695,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2503	Taxbl $	643,589.00	Date	1/31/2020 12	TaxDist 56421		
	Bldg $	695,000.00	Book	31205			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1553	NAV		
56434222280032504	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-LPH-4
SHACKLETON GRANDCHILDRENS TRUST	Value $	645,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2504	Taxbl $	645,000.00	Date	8/2/2024 12:(	TaxDist 56421		
	Bldg $	645,000.00	Book	35191			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1376	NAV		
56434222280032601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-PH-1
POMPEI CARL F &	Value $	910,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2601	Taxbl $	562,098.00	Date	10/22/2013 1	TaxDist 56421		
	Bldg $	910,000.00	Book	26421			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1292	NAV		
56434222280032602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-PH-2
STIVALETTA PATRICIA J	Value $	990,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR PH 2602 W	Taxbl $	559,892.00	Date	11/16/2007 1	TaxDist 56421		
	Bldg $	990,000.00	Book	22267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	377	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-PH-3
KRONFOL ZIAD &	Value $	790,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2603	Taxbl $	738,589.00	Date	5/16/2014 12	TaxDist 56421		
	Bldg $	790,000.00	Book	26847			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	143	NAV		
56434222280032604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-PH-4
NICOLO JOHN &	Value $	745,000.00	Price $	695,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2604	Taxbl $	639,445.00	Date	7/17/2014 12	TaxDist 56421		
	Bldg $	745,000.00	Book	26970			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	672	NAV		
56434222280040010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-1
DATAHAMI LTD PRTNRSHP	Value $	40,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	40,000.00	Date	11/9/2007 12	TaxDist 56421		
	Bldg $	40,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
56434222280040020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-2
REBECCA B WALKER REV TRUST	Value $	40,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1202	Taxbl $	40,000.00	Date	8/29/2016 12	TaxDist 56421		
	Bldg $	40,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280040030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-3
TOSIC CAROL TRUST	Value $	35,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # C3	Taxbl $	35,000.00	Date	6/2/2026 12:(	TaxDist 56421		
	Bldg $	35,000.00	Book	36566			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1806	NAV		
56434222280040040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-4
FOX JANICE &	Value $	35,000.00	Price $	24,225.00	PUSE CONDOMINIUM		
43 SANDRINGHAM DR	Taxbl $	35,000.00	Date	1/31/2018 12	TaxDist 56421		
TORONTO ON	Bldg $	35,000.00	Book	29628			
M5M 3G4 CANADA	Land $	0.00	Page	126	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-5
EID J FRANCOIS &	Value $	35,000.00	Price $	15,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	35,000.00	Date	7/29/2013 12	TaxDist 56421		
	Bldg $	35,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1566	NAV		
56434222280040060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-6
KOLE PETER &	Value $	35,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	35,000.00	Date	8/30/2002 12	TaxDist 56421		
	Bldg $	35,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280040070	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-7
NACCARATO LAURA	Value $	40,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	40,000.00	Date	3/14/2007 12	TaxDist 56421		
	Bldg $	40,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280040080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-8
WITT AXEL &	Value $	35,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	35,000.00	Date	4/30/2004 12	TaxDist 56421		
	Bldg $	35,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280040090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-9
KENNEDY JOHN C &	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	40,000.00	Date	2/1/1990 12:(	TaxDist 56421		
	Bldg $	40,000.00	Book	06378			
KENTWOOD MI 49512 3911	Land $	0.00	Page	0179	NAV		
56434222280040100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-10
KENNEDY JOHH &	Value $	35,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	35,000.00	Date	12/30/2005 1	TaxDist 56421		
	Bldg $	35,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040110	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-11
HOFFMAN THOMAS G JR	Value $	35,000.00	Price $	390,000.00	PUSE	CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	35,000.00	Date	7/16/2001 12	TaxDist	56421		
	Bldg $	35,000.00	Book	12801				
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV			
56434222280040120	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-12
MEYER JONATHAN T &	Value $	35,000.00	Price $	1,060,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	35,000.00	Date	2/18/2020 12	TaxDist	56421		
	Bldg $	35,000.00	Book	31272				
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV			
56434222280040130	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-13
FIORINI MARK & MICHELLE TRUST	Value $	35,000.00	Price $	42,500.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	35,000.00	Date	4/16/2021 12	TaxDist	56421		
	Bldg $	35,000.00	Book	32476				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	603	NAV			
56434222280040140	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-14
FIORINI MARK & MICHELLE TRUST	Value $	35,000.00	Price $	42,500.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	35,000.00	Date	4/16/2021 12	TaxDist	56421		
	Bldg $	35,000.00	Book	32476				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	437	NAV			
56434222280040150	Acres	0.00	Sales instr	DT	MTG		MARTINIQUE 2 COND	UNIT C-15
SCHROEDER ROBERT L &	Value $	35,000.00	Price $	730,000.00	PUSE	CONDOMINIUM		
1612 E 800 AVE	Taxbl $	35,000.00	Date	1/28/2020 12	TaxDist	56421		
	Bldg $	35,000.00	Book	31215				
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV			
56434222280040160	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-16
WESHNAK CAROL A	Value $	40,000.00	Price $	100.00	PUSE	CONDOMINIUM		
2625 RIVER RD	Taxbl $	40,000.00	Date	10/5/2010 12	TaxDist	56421		
	Bldg $	40,000.00	Book	24238				
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040170	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-17
CUTTS ANDREW M &	Value $	35,000.00	Price $	10,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	35,000.00	Date	10/24/2018 1	TaxDist 56421		
	Bldg $	35,000.00	Book	30235			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1252	NAV		
56434222280040180	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-18
DIAMOND AUDLEY &	Value $	35,000.00	Price $	28,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	35,000.00	Date	8/28/2015 12	TaxDist 56421		
	Bldg $	35,000.00	Book	27792			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1419	NAV		
56434222280040190	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-19
FINN JOHN F TRUST &	Value $	35,000.00	Price $	0.00	PUSE CONDOMINIUM		
147 PEACH HILL RD	Taxbl $	35,000.00	Date	7/16/2021 12	TaxDist 56421		
	Bldg $	35,000.00	Book	32778			
BERLIN MA 01503 1011	Land $	0.00	Page	432	NAV		
56434222280040200	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-20
SLS AGENCY LLC	Value $	35,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	35,000.00	Date	10/4/2018 12	TaxDist 56421		
	Bldg $	35,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280040210	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-21
PATEL PARESH &	Value $	35,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # ET 2502	Taxbl $	35,000.00	Date	9/9/2008 12:(	TaxDist 56421		
	Bldg $	35,000.00	Book	22867			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	346	NAV		
56434222280040220	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-22
AVON LOAN SERVICING LLC	Value $	35,000.00	Price $	25,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 503	Taxbl $	35,000.00	Date	3/29/2023 12	TaxDist 56421		
	Bldg $	35,000.00	Book	34225			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	506	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040230	Acres	0.00	Sales instr	DT	MTG		MARTINIQUE 2 COND	UNIT C-23
ROBINSON FRED TRUST	Value $	35,000.00	Price	$ 1.00	PUSE	CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	35,000.00	Date	11/20/2023 1	TaxDist	56421		
	Bldg $	35,000.00	Book	34721				
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV			
56434222280040240	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-24
ACTON EDWARD &	Value $	35,000.00	Price	$ 37,500.00	PUSE	CONDOMINIUM		
24 SALT POND RD	Taxbl $	35,000.00	Date	7/24/2020 12	TaxDist	56421		
	Bldg $	35,000.00	Book	31628				
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	777	NAV			
56434222280040250	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-25
KENNEDY JOHN C &	Value $	40,000.00	Price	$ 26,500.00	PUSE	CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	40,000.00	Date	12/5/2011 12	TaxDist	56421		
	Bldg $	40,000.00	Book	24900				
KENTWOOD MI 49512 3911	Land $	0.00	Page	1865	NAV			
56434222280040260	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-26
BK GROUP	Value $	35,000.00	Price	$ 40,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist	56421		
HELSINKI	Bldg $	35,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1718	NAV			
56434222280040270	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-27
BK GROUP	Value $	35,000.00	Price	$ 40,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist	56421		
HELSINKI	Bldg $	35,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1680	NAV			
56434222280040280	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-28
BK GROUP	Value $	35,000.00	Price	$ 40,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist	56421		
HELSINKI	Bldg $	35,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1665	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040290	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-29
BK GROUP	Value $	35,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	35,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1592	NAV		
56434222280040300	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-30
BK GROUP	Value $	35,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	35,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1637	NAV		
56434222280040310	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-31
BEACHFRONT CB 31 LLC	Value $	35,000.00	Price $	28,000.00	PUSE CONDOMINIUM		
17W729 ROOSEVELT RD	Taxbl $	35,000.00	Date	8/26/2020 12	TaxDist 56421		
	Bldg $	35,000.00	Book	31748			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1269	NAV		
56434222280040320	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-32
IRIONS VERA TR	Value $	35,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	35,000.00	Date	4/27/2021 12	TaxDist 56421		
	Bldg $	35,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222320010020	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
GRIGGS BRENDA JO &	Value $	1,310,000.00	Price $	1,000,000.00	PUSE CONDOMINIUM	UNIT 2A	
3920 N OCEAN DR APT 2-A	Taxbl $	669,689.00	Date	3/24/2020 12	TaxDist 56421		
	Bldg $	1,310,000.00	Book	31326			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	678	NAV		
56434222320010030	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
JOYNT BARBARA &	Value $	1,610,000.00	Price $	1,920,000.00	PUSE CONDOMINIUM	UNIT 3A	
3920 N OCEAN DR UNIT 3A	Taxbl $	1,252,839.00	Date	7/5/2005 12:(	TaxDist 56421		
	Bldg $	1,610,000.00	Book	18892			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1175	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MEDEIROS JOHN W &	Value $	2,240,000.00	Price $	1,270,000.00	PUSE	CONDOMINIUM	UNIT 4A
PO BOX 68	Taxbl $	2,240,000.00	Date	5/27/2015 12	TaxDist	56421	
	Bldg $	2,240,000.00	Book	27583			
WILBRAHAM MA 01095 0068	Land $	0.00	Page	587	NAV		
56434222320010050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
FRANCHINA ELIZABETH B &	Value $	2,255,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 5A
3920 N OCEAN DR UNIT 5A	Taxbl $	1,858,883.00	Date	12/18/2023 1	TaxDist	56421	
	Bldg $	2,255,000.00	Book	34735			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1429	NAV		
56434222320010060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
RACHUBA OASIS LLC	Value $	2,270,000.00	Price $	1,140,000.00	PUSE	CONDOMINIUM	UNIT 6A
946 MARIMICH CT UNIT A	Taxbl $	2,270,000.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,270,000.00	Book	17847			
SYKESVILLE MD 21784 4908	Land $	0.00	Page	503	NAV		
56434222320010070	Acres	1.00	Sales instr	DT	MTG		OASIS SINGER ISLAND CONDOMINIUM
HADDAD WISSAM R &	Value $	2,285,000.00	Price $	2,740,000.00	PUSE	CONDOMINIUM	UNIT 7A
2 KING PHILLIP RD	Taxbl $	2,285,000.00	Date	6/26/2026 12	TaxDist	56421	
	Bldg $	2,285,000.00	Book	36632			
LINCOLN RI 02865 4949	Land $	0.00	Page	581	NAV		
56434222320010080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
JACKSON GREGORY &	Value $	2,300,000.00	Price $	1,950,000.00	PUSE	CONDOMINIUM	UNIT 8A
18600 FAIRWAY DR	Taxbl $	2,300,000.00	Date	5/27/2016 12	TaxDist	56421	
	Bldg $	2,300,000.00	Book	28370			
DETROIT MI 48221 2279	Land $	0.00	Page	1055	NAV		
56434222320010090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOCHER JAMES G III &	Value $	2,315,000.00	Price $	2,260,000.00	PUSE	CONDOMINIUM	UNIT 9A
3920 N OCEAN DR APT 9-A	Taxbl $	1,686,527.00	Date	4/13/2017 12	TaxDist	56421	
	Bldg $	2,315,000.00	Book	29036			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	252	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GREENE TIMOTHY J &	Value $	2,330,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 10A
3920 N OCEAN DR APT 10A	Taxbl $	2,119,118.00	Date	11/16/2004 1	TaxDist	56421	
	Bldg $	2,330,000.00	Book	17785			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	1132	NAV		
56434222320010110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GOLDSTEIN DAVID	Value $	2,345,000.00	Price $	1,590,000.00	PUSE	CONDOMINIUM	UNIT 11A
3920 N OCEAN BLVD APT 11A	Taxbl $	1,539,137.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,345,000.00	Book	17809			
SINGER ISLAND FL 33404 2887	Land $	0.00	Page	1403	NAV		
56434222320010120	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
EICHNER THOMAS &	Value $	2,360,000.00	Price $	1,550,000.00	PUSE	CONDOMINIUM	UNIT 12A
3920 N OCEAN DR APT 12-A	Taxbl $	1,738,491.00	Date	4/24/2020 12	TaxDist	56421	
	Bldg $	2,360,000.00	Book	31405			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	461	NAV		
56434222320010140	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
CHOPRA RAVINDER N &	Value $	2,415,000.00	Price $	1,612,500.00	PUSE	CONDOMINIUM	UNIT 14A
3920 N OCEAN DR APT 14-A	Taxbl $	2,199,280.00	Date	8/2/2012 12:(	TaxDist	56421	
	Bldg $	2,415,000.00	Book	25411			
RIVIERA BEACH FL 33404 2888	Land $	0.00	Page	319	NAV		
56434222320010150	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SIMON SANDRA	Value $	2,670,000.00	Price $	3,900,000.00	PUSE	CONDOMINIUM	UNIT 15A
442 MARINER DR	Taxbl $	2,670,000.00	Date	2/15/2022 12	TaxDist	56421	
	Bldg $	2,670,000.00	Book	33360			
JUPITER FL 33477 4068	Land $	0.00	Page	590	NAV		
56434222320010160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
NEMEROFSKY STEPHEN L &	Value $	2,445,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16A
3920 N OCEAN DR APT 16-A	Taxbl $	1,615,485.00	Date	5/6/2020 12:(	TaxDist	56421	
	Bldg $	2,445,000.00	Book	31435			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1863	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010170	Acres	1.00	Sales instr	RD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TARDIFF JAMES G	Value $	2,460,000.00	Price $	1,263,421.00	PUSE	CONDOMINIUM	UNIT 17A
3920 N OCEAN DR APT 17A	Taxbl $	1,634,569.00	Date	2/3/2009 12:(	TaxDist	56421	
	Bldg $	2,460,000.00	Book	23176			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	635	NAV		
56434222320010180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LAPONZINA BABETTE J &	Value $	2,475,000.00	Price $	2,050,000.00	PUSE	CONDOMINIUM	UNIT 18A
3920 N OCEAN DR APT 18A	Taxbl $	1,712,704.00	Date	12/26/2020 1	TaxDist	56421	
	Bldg $	2,475,000.00	Book	32066			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1678	NAV		
56434222320010190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MAINTHIA KUSUM H	Value $	2,490,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 19A
3920 N OCEAN DR APT 19A	Taxbl $	1,842,420.00	Date	9/5/2019 12:(	TaxDist	56421	
	Bldg $	2,490,000.00	Book	30895			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1281	NAV		
56434222320010200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LARSON SCOTT K &	Value $	2,745,000.00	Price $	3,350,000.00	PUSE	CONDOMINIUM	UNIT 20A
3920 N OCEAN DR APT 20-A	Taxbl $	2,745,000.00	Date	8/27/2024 12	TaxDist	56421	
	Bldg $	2,745,000.00	Book	35248			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1842	NAV		
56434222320010210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
WHITTINGTON TIMOTHY S &	Value $	2,810,000.00	Price $	0.00	PUSE	CONDOMINIUM	PH-A
3920 N OCEAN DR APT 21A	Taxbl $	2,575,423.00	Date	11/12/2020 1	TaxDist	56421	
	Bldg $	2,810,000.00	Book	31942			
RIVIERA BEACH FL 33404 2811	Land $	0.00	Page	1834	NAV		
56434222320020020	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
HENLEY STEVEN &	Value $	2,544,750.00	Price $	3,443,417.00	PUSE	CONDOMINIUM	UNIT 2B
3920 N OCEAN DR APT 2B	Taxbl $	2,544,750.00	Date	6/2/2025 12:(	TaxDist	56421	
	Bldg $	2,544,750.00	Book	35836			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	1959	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020030	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
CP STOWE LP &	Value $	2,185,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 3B
314-4700 RUE SAINTE CATHERINE WEST	Taxbl $	2,185,000.00	Date	11/12/2025 1	TaxDist	56421	
WESTMOUNT QC	Bldg $	2,185,000.00	Book	36176			
H3Z 1S6 CANADA	Land $	0.00	Page	659	NAV		
56434222320020040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCARMAZZO ROBERT &	Value $	2,575,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 4B
3920 N OCEAN DR APT 4B	Taxbl $	1,403,765.00	Date	1/26/2023 12	TaxDist	56421	
	Bldg $	2,575,000.00	Book	34110			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	706	NAV		
56434222320020050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCHNEIDER NEIL S &	Value $	2,590,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 5B
3920 N OCEAN DR APT 5B	Taxbl $	2,126,149.00	Date	5/7/2026 12:(	TaxDist	56421	
	Bldg $	2,590,000.00	Book	36685			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	466	NAV		
56434222320020060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
DUVA HOLDINGS LIMITED PARTNERSHIP	Value $	2,605,000.00	Price	$ 1,140,000.00	PUSE	CONDOMINIUM	UNIT 6B
2635 RENA RD	Taxbl $	2,605,000.00	Date	11/11/2004 1	TaxDist	56421	
MISSISSAUGA ON	Bldg $	2,605,000.00	Book	17795			
L4T 1G6 CANADA	Land $	0.00	Page	1906	NAV		
56434222320020070	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
PIRES NIDIA V	Value $	2,620,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 7B
49 STEVENSON LN	Taxbl $	2,620,000.00	Date	7/9/2024 12:(	TaxDist	56421	
	Bldg $	2,620,000.00	Book	35154			
SADDLE RIVER NJ 07458 2229	Land $	0.00	Page	443	NAV		
56434222320020080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TURGEON PIERRE	Value $	2,635,000.00	Price	$ 1,220,000.00	PUSE	CONDOMINIUM	UNIT 8B
3920 N OCEAN DR APT 8B	Taxbl $	2,194,628.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,635,000.00	Book	17847			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	404	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
PARRIN RICHARD S &	Value $	3,825,000.00	Price $	4,500,000.00	PUSE	CONDOMINIUM	UNIT 9B
3920 N OCEAN DR APT 9B	Taxbl $	3,773,589.00	Date	1/5/2023 12:(	TaxDist	56421	
	Bldg $	3,825,000.00	Book	34054			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	1310	NAV		
56434222320020100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
BLOOM KENNETH &	Value $	2,665,000.00	Price $	2,600,000.00	PUSE	CONDOMINIUM	UNIT 10B
PO BOX 1062	Taxbl $	2,665,000.00	Date	2/8/2021 12:(	TaxDist	56421	
	Bldg $	2,665,000.00	Book	32185			
QUOGUE NY 11959 1062	Land $	0.00	Page	217	NAV		
56434222320020110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOZIK STEPHEN &	Value $	2,680,000.00	Price $	3,349,500.00	PUSE	CONDOMINIUM	UNIT 11B
3920 N OCEAN DR APT 11B	Taxbl $	2,628,589.00	Date	2/7/2023 12:(	TaxDist	56421	
	Bldg $	2,680,000.00	Book	34130			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1008	NAV		
56434222320020120	Acres	1.00	Sales instr	DT	MTG		OASIS SINGER ISLAND CONDOMINIUM
RTA ASSOCIATES LLC	Value $	2,695,000.00	Price $	1,650,000.00	PUSE	CONDOMINIUM	UNIT 12B
7870 LEHIGH XING STE 1	Taxbl $	2,695,000.00	Date	7/16/2012 12	TaxDist	56421	
	Bldg $	2,695,000.00	Book	25327			
VICTOR NY 14564 8819	Land $	0.00	Page	222	NAV		
56434222320020140	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KONDA PRASAD &	Value $	2,775,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 14B
3920 N OCEAN DR # 14B	Taxbl $	1,757,730.00	Date	9/2/2005 12:(	TaxDist	56421	
	Bldg $	2,775,000.00	Book	19448			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	182	NAV		
56434222320020150	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KENNELLEY MARK &	Value $	2,790,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 15B
3920 N OCEAN DR APT 15B	Taxbl $	2,321,653.00	Date	6/5/2020 12:(	TaxDist	56421	
	Bldg $	2,790,000.00	Book	31477			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1187	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
ZUCHOWSKI JOHN	Value $	2,805,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16B
3920 N OCEAN DR UNIT 16B	Taxbl $	1,836,388.00	Date	8/16/2022 12	TaxDist	56421	
	Bldg $	2,805,000.00	Book	33818			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1524	NAV		
56434222320020170	Acres	1.00	Sales instr	SA	MTG		OASIS SINGER ISLAND CONDOMINIUM
HUGHES KEVIN JOHN	Value $	2,820,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 17B
647 OLYMPIA HILLS CIR	Taxbl $	2,820,000.00	Date	6/27/2013 12	TaxDist	56421	
	Bldg $	2,820,000.00	Book	26146			
BERWYN PA 19312 1982	Land $	0.00	Page	1585	NAV		
56434222320020180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCOLLAN GERARD	Value $	2,835,000.00	Price $	1,790,000.00	PUSE	CONDOMINIUM	UNIT 18B
80 BROWNS RIVER RD	Taxbl $	2,835,000.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,835,000.00	Book	17821			
SAYVILLE NY 11782 3240	Land $	0.00	Page	588	NAV		
56434222320020190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MANDEL DANIEL S &	Value $	2,850,000.00	Price $	2,400,000.00	PUSE	CONDOMINIUM	UNIT 19B
3920 N OCEAN DR APT 19B	Taxbl $	1,861,607.00	Date	11/4/2015 12	TaxDist	56421	
	Bldg $	2,850,000.00	Book	27922			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1827	NAV		
56434222320020200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MOORE EDWARD A JR &	Value $	2,865,000.00	Price $	2,662,000.00	PUSE	CONDOMINIUM	UNIT 20B
3920 N OCEAN DR APT 20B	Taxbl $	1,901,123.00	Date	6/15/2018 12	TaxDist	56421	
	Bldg $	2,865,000.00	Book	29943			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1418	NAV		
56434222320020210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOYMEN NAIM &	Value $	3,085,000.00	Price $	10.00	PUSE	CONDOMINIUM	PH-B
3920 N OCEAN DR PH B	Taxbl $	3,033,589.00	Date	10/18/2021 1	TaxDist	56421	
	Bldg $	3,085,000.00	Book	33082			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF INSTALLATION OF NOTIFICATION SIGNS

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: **3930 N Ocean Drive (ZA-24-0005); (SP-24-0013)**

Date(s) of Public Hearing(s): **December 2, 2026**

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Jordan Rosenblum (Name of Person), hereby certify that 1 (Number of Signs) Notification Signs, herein called Signs, for the above Application Number and Name have been posted/installed on the subject property under review for said Application located at: 3930 N Ocean Drive (Address/ Location of Signs).

The Signs have been produced and meet the specifications of the requirements of the City of Riviera Beach, Zoning Division's Technical Manual. Posting/Installation of the Signs was completed on November 16, 2026 (Date of Posting/ Installation), which was no less than fifteen (15) days prior to the first public hearing listed above. Said signs have been posted in a manner which provides an unobstructed view and which allows for clear reading from the street(s) along N Ocean Drive (Insert Street Names).

I will ensure that the Signs remain on the subject property, until the application has had a Final Development Order by the Hearing Officer, Planning and Zoning Board, or City Council or has been withdrawn by the Applicant. The Signs, in no case, shall remain on the subject property more than five (5) days following the Final Board Action. I understand that any knowingly false, inaccurate, or incomplete information provided by me will result in the denial, revocation, postponement, or administrative withdrawal of this application request.

Supportive Documents: Attached hereto as Attachment "A" is a complete list of all photographs of posted signs along the subject property.

Check (X) one: I am the [ ] property owner [ ] agent [X] other _____.

Jordan Rosenblum	JRe
(Name - type, stamp or print clearly)	(Signature)
Miskel Backman LLP	5550 Glades Road, Suite 620 Boca Raton, FL 33431
(Name of Firm)	(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of November, 2026 by Jordan Rosenblum (Name of person acknowledging). He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

Rachel Romero	Rachel Romero
(Name - type, stamp or print clearly)	(Signature)

My Commission Expires on: 8/24/2030

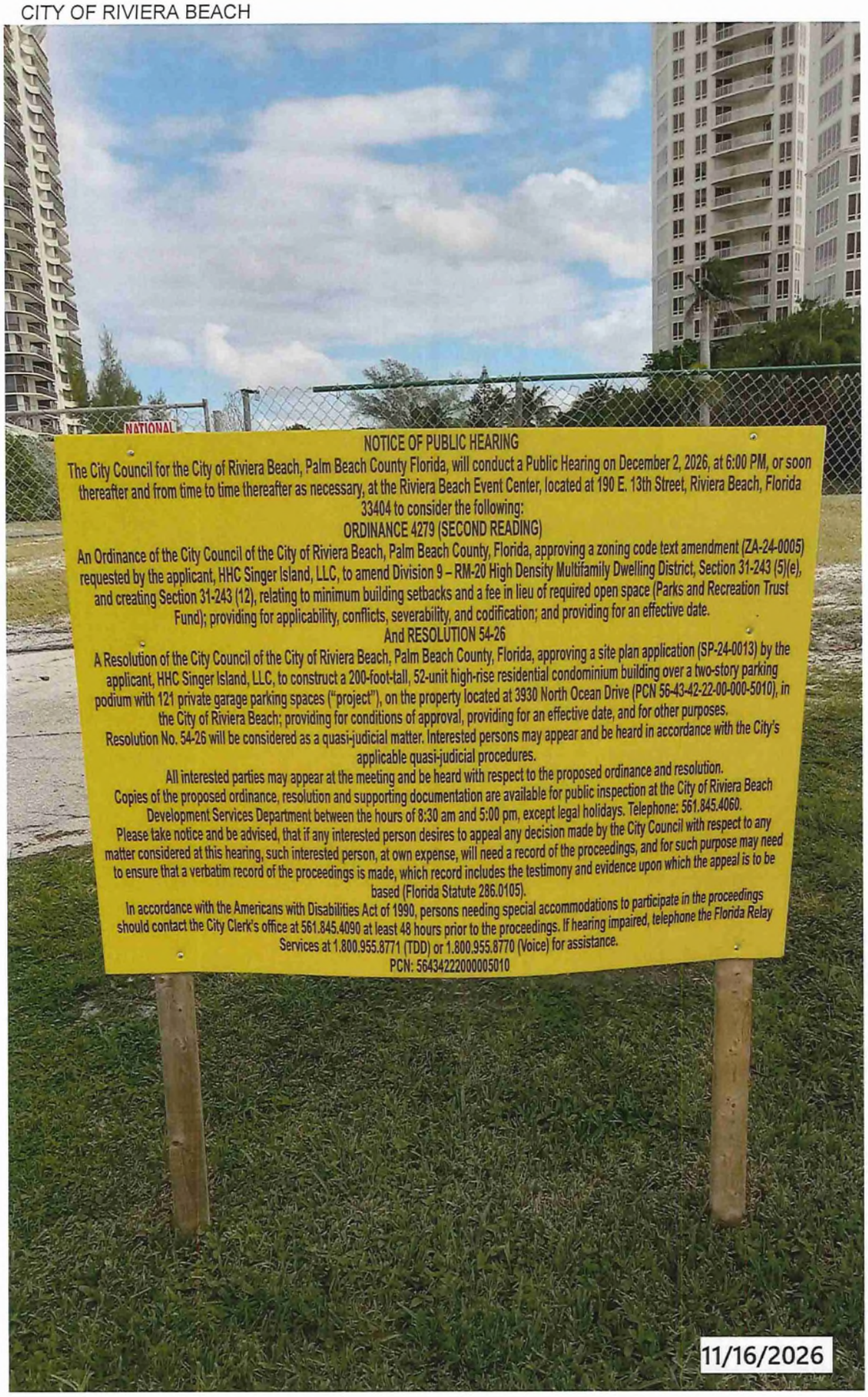
RACHEL ROMERO
Notary Public - State of Florida
Commission # HH 838354
My Comm. Expires Aug 24, 2030
Bonded through National Notary Assn.

NOTARY'S SEAL OR STAMP

ATTACHMENT A: Photographs of Signs

All posted signs along the subject property are required to be photographed and attached here.




NOTICE OF PUBLIC HEARING
The City Council for the City of Riviera Beach, Palm Beach County Florida, will conduct a Public Hearing on December 2, 2026, at 6:00 PM, or soon thereafter and from time to time thereafter as necessary, at the Riviera Beach Event Center, located at 190 E. 13th Street, Riviera Beach, Florida 33404 to consider the following:
ORDINANCE 4279 (SECOND READING)
An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e), and creating Section 31-243 (12), relating to minimum building setbacks and a fee in lieu of required open space (Parks and Recreation Trust Fund); providing for applicability, conflicts, severability, and codification; and providing for an effective date.
And RESOLUTION 54-26
A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("project"), on the property located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.
Resolution No. 54-26 will be considered as a quasi-judicial matter. Interested persons may appear and be heard in accordance with the City's applicable quasi-judicial procedures.
All interested parties may appear at the meeting and be heard with respect to the proposed ordinance and resolution.
Copies of the proposed ordinance, resolution and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30 am and 5:00 pm, except legal holidays. Telephone: 561.845.4060.
Please take notice and be advised, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statute 286.0105).
In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the City Clerk's office at 561.845.4090 at least 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services at 1.800.955.8771 (TDD) or 1.800.955.8770 (Voice) for assistance.
PCN: 56434222000005010
11/16/2026

Riviera Beach Legal Notice

Please choose a category	Public Hearing - Riviera Beach
Title	Public Hearing - Ordinance 4279
Publish Date	11/17/2026
Publish Time	3:53 PM (EST)
Description	NOTICE OF PUBLIC HEARING The City Council for the City of Riviera Beach, Palm Beach County Florida, will conduct a Public Hearing on December 2, 2026, at 6:00 PM, or soon thereafter and from time to time thereafter as necessary, at the Riviera Beach Event Center, located at 190 E. 13th Street, Riviera Beach, Florida 33404 to consider adoption of the following: ORDINANCE 4279 An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e), and creating Section 31-243 (12), relating to minimum building setbacks and a fee in lieu of required open space (Parks and Recreation Trust Fund); providing for applicability, conflicts, severability, and codification; and providing for an effective date. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed ordinance, and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30 am and 5:00 pm, except legal holidays. Telephone: 561.845.4060. Please take notice and be advised, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statute 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the City Clerk's office at 561.845.4090 at least 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services at 1.800.955.8771 (TDD) or 1.800.955.8770 (Voice) for assistance.
Attach Files (Optional)	TurnburryOrd.PublicNotice.Dec 2.docx

Submitted by (Email Address)	dshall@rivierabeach.org
Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Clarence Sirmons, Director of Development Services, AICP

Through: William E. Wilkins, City Manager

Subject: **Ordinance Number 4321: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 31, entitled, "Zoning," at Article I entitled, "In General," at Section 31-1 entitled, "Definitions," to add a definition of "Religious Institution"; amending Chapter 31, entitled "Zoning," Article VI, entitled "Supplemental District Regulations," Section 31-543, entitled "Churches," to update the provisions of said Section; creating a new Section 31-543.1 to be entitled "Affordable Housing on Religious Institution Property," to implement Section 166.04151(6), Florida Statutes (2025), with a local program authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects; providing for a sunset provision; and providing for conflicts, severability, codification, an effective date, and for other purposes.**

Date: December 02, 2026

CC: General Public

Background:

The City of Riviera Beach has identified a need to expand opportunities for affordable housing and recognizes the potential for existing religious institutions to contribute to the City's housing needs. In 2025, the Florida Legislature amended Section 166.04151, Florida Statutes, to authorize municipalities to approve affordable housing developments on certain property

owned by religious institutions containing a house of public worship. This legislation, commonly referred to as “Yes in God’s Backyard” (“YIGBY”), provided municipalities with an additional tool to facilitate affordable housing development on religious institution property.

In 2026, the Florida Legislature further amended Section 166.04151, Florida Statutes, to establish mandatory approval requirements for certain affordable housing developments on qualifying religious institution property. The 2026 legislation establishes additional eligibility criteria relating to property size, the duration of religious use, the percentage of affordable housing units, and the period during which those units must remain affordable. As a result, certain religious institution properties may not qualify for the mandatory approval process established under the 2026 statutory provisions.

The proposed ordinance utilizes the authority provided under the 2025 legislation to establish an additional local pathway for affordable housing development on religious institution properties that do not qualify for mandatory approval under the 2026 statutory provisions. This ordinance establishes local eligibility and development standards, provides an administrative review and approval process, and includes measures to ensure continued compliance with applicable affordability requirements.

Under the proposed ordinance, qualifying developments must designate a minimum of forty percent (40%) of the residential units as affordable housing. The ordinance also creates Section 31-543.1, “Affordable Housing on Religious Institution Property,” and authorizes the Director of Development Services to execute Affordable Housing Restrictive Agreements to ensure that the required affordable housing units remain subject to the applicable affordability requirements.

The proposed ordinance therefore provides the City with an additional mechanism to facilitate affordable housing development on religious institution property while establishing a clear and consistent local process for review, approval, and long-term affordability compliance.

The Planning and Zoning Board reviewed the proposed ordinance at a public hearing held on Thursday August 13, 2026, and voted to recommend approval of the proposed ordinance to the City Council.
On September 22, 2026, the ordinance was heard by the City Council and approved pending amendments to the ordinance. The amended ordinance now requires religious institutions to have at least 51% ownership if a separate legal entity develops, constructs, manages and/or operates the project. It also now requires, in cases of shared parking, at least 10% of shared parking to be reserved for the religious institution at all times.

City Goals:

The Citywide Goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:
NA

Recommendation:
Staff recommends a Motion to approve Ordinance Number 4321.

Attachments:
1. Ordinance_Number_4321_YIGBY-Final.docx
2. Staff Report.YIGBY.pdf
3. Exhibit 2. FHC Report.pdf
4. Exhibit 3. Riviera Beach Religious Institutions Data.xlsx
5. Business Impact Estimate Statement for Ord. 4321-YIGBY.docx
6. Notice
7. Dec. Ad legal notice

Ordinance Number 4321

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 31, entitled, "Zoning," at Article I entitled, "In General," at Section 31-1 entitled, "Definitions," to add a definition of "Religious Institution"; amending Chapter 31, entitled "Zoning," Article VI, entitled "Supplemental District Regulations," Section 31-543, entitled "Churches," to update the provisions of said Section; creating a new Section 31-543.1 to be entitled "Affordable Housing on Religious Institution Property," to implement Section 166.04151(6), Florida Statutes (2025), with a local program authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects; providing for a sunset provision; and, providing for conflicts, severability, codification, an effective date, and for other purposes.

Whereas, the City of Riviera Beach, Florida ("City") is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

Whereas, on June 23, 2025, Governor Ron DeSantis signed Senate Bill 1730, amending Section 166.04151(6), Florida Statutes, entitled, "Affordable Housing," to allow municipalities to approve affordable housing development "on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in section 170.201(2) which contains a house of public worship, regardless of the underlying zoning."; and

Whereas, on June 26, 2026, Governor Ron DeSantis signed House Bill 1389, amending Section 166.04151(7), Florida Statutes, to require municipalities to administratively approve affordable housing projects proposed on property that is more than 3 acres in size and owed by a religious institution, which has contained a house of public worship for at least 10 years regardless of the underlying zoning if at least 40 percent of the residential units are affordable rental units for at least 30 years; and

Whereas, the foregoing amendment to Section 166.04151, Florida Statutes, is authorization for municipalities to adopt a policy or program generally known as "Yes in God's Backyard" or "YIGBY" program; and

Whereas, the City is desirable of more affordable housing for its residents, but recognizes that some existing religious institutions may not be able to satisfy the requirement of Section 166.04151(7), Florida Statutes (2026);

Whereas, the City desires to create an alternative, local administrative process for the approval of affordable housing projects by religious institutions under Section 166.04151(6), Florida Statutes (2025); and

Whereas, while Section 166.04151(6), Florida Statutes (2025), is self-executing and does not require the City to adopt any ordinance or regulation to effectuate the authorization set forth therein, the City Council finds that establishing a local administrative process with reasonable criteria will provide a clear and consistent procedure for the efficient review and approval of affordable housing projects proposed by religious institutions that seek approval under the City's local YIGBY program; and

Whereas, the City Council of the City of Riviera Beach finds that the creation of a local administrative YIGBY program through amendments to the City's Code of Ordinances as provided for in this Ordinance serves a valid public purpose and promotes the public health, safety, morals, and general welfare of the community.

Whereas, the Planning and Zoning Board reviewed the proposed ordinance at a public hearing held on August 13, 2026, and voted to recommend approval.

Now, therefore, be it ordained by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The foregoing recitals are incorporated into this Ordinance by reference as true and correct findings of the City Council of the City of Riviera Beach and deemed operative provisions of this Ordinance.

Section 2. Amendment. Chapter 31 of the City's Code of Ordinances entitled, "Zoning," at Article I entitled, "In General," at Section 31-1 entitled, "Definitions," is hereby amended as provided in composite **Exhibit "1"** attached hereto and incorporated herein by reference.

Section 3. Amendment. Chapter 31 of the City's Code of Ordinances entitled, "Zoning," at Article VI entitled, "Supplemental District Regulations," at Section 31-543 entitled, "Churches," is hereby amended as provided in composite **Exhibit "1"** attached hereto and incorporated herein by reference.

Section 4. Creation. Chapter 31 of the City's Code of Ordinances entitled, "Zoning," at Article VI entitled, "Supplemental District Regulations," is hereby amended to create a new Section 31-543.1 to be entitled, "Affordable Housing on Religious Institution Property," as provided in composite **Exhibit "1"** attached hereto and incorporated herein by reference.

Section 5. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 7. Codification. Specific authority is hereby granted to codify this Ordinance as part of the Code of ordinances of the City of Riviera Beach, and the sections of this Ordinance may be renumbered to accomplish the same.

Section 8. Effective Date. This Ordinance shall become effective immediately upon passage and approval by the City Council consistent with the requirements of the City of Riviera Beach Charter.

PASSED AND APPROVED on 1st reading on this ____ day of _____ 2026

PASSED AND ADOPTED on 2nd reading on this ____ day of _____ 2026.

The remainder of this page is intentionally left blank.

Approved:

Douglas Lawson
Mayor

Bruce Guyton
Chairperson

ATTEST:

Glen Spiritis
Chair Pro Tem

Debrah Hall
City Clerk
Certified Municipal Clerk

KaShamba Miller-Anderson
Councilperson

Shirley Lanier
Councilperson

Fercella Davis-Panier
Councilperson

1st Reading		**2nd & Final Reading**	
Motioned By:	_____	**Motioned By:**	_____
Seconded By:	_____	**Seconded By:**	_____
B. Guyton	___	**B. Guyton**	___
K. Miller-Anderson	___	**K. Miller-Anderson**	___
S. Lanier	___	**S. Lanier**	___
G. Spiritis	___	**G. Spiritis**	___
F. Davis-Panier	____	**F. Davis-Panier**	___

Reviewed as to Legal Sufficiency:

_____
Dawn S. Wynn
City Attorney

Date: _____

EXHIBIT "1" FOLLOWS

EXHIBIT "1"*

The following underlined text is added language. The ~~strike-through text~~ is deleted language.

Chapter 31 – ZONING

ARTICLE I. – IN GENERAL

Sec. 31-1. – Definitions

Religious institution means any church, synagogue, temple, mosque, or other established place of worship at which nonprofit religious services and activities are regularly carried on and conducted including, but not limited to, a church building and enclosed structure for public or semipublic religious worship, as defined in Section 170.201(2), Florida Statutes.

End of Amendment to Section 31-1

Chapter 31 - ZONING

ARTICLE VI. – SUPPLEMENTAL DISTRICT REGULATIONS

Sec. 31-543. – ~~Churches~~Religious institutions.

~~A church building is defined as an enclosed structure for public or semipublic religious worship and, when permitted, must meet the following requirements:~~

To be permitted, a religious institution must meet the following requirements:

(1) The minimum size plot of land shall be not less than 20,000 square feet in area and 100 feet in width.

(2) Side yards shall be not less than 20 feet in residential districts and front and rear yards shall be not less than specified for the zoning district. No parking areas or driveways shall be permitted within five feet of a property line abutting residential zoned property.

(3) Accessory buildings and uses may include offices of the religious institution ~~church~~, any religious institution ~~church~~ school or kindergarten, library, meeting rooms, residential structures for resident employees of the ~~church~~religious institution, affordable housing (as set forth in section 31-543.1), and others accessory buildings and uses which are incidental to the operation of the ~~church~~religious institution. Accessory buildings and uses shall be located on the same plot of land consisting of parcels contiguous to or across an alley, unless otherwise permitted in the zoning district.

(4) Parking lots to serve the religious institution~~church~~ may be permitted on noncontiguous plots of land located within 400 feet of the religious institution ~~church~~ plot.

(5) Distance requirements.

a. There shall be a minimum of 500 feet between a proposed ~~church~~religious institution and existing ~~churches~~religious institutions.

b. There shall be a minimum of 500 feet between a proposed ~~church~~religious institution and existing bars or package stores.

These distances shall be measured along the route of ordinary pedestrian travel from the main front entrance of the proposed ~~church~~religious institution to the main front entrance of an existing ~~church~~religious institution, bar or package store.

(6) Each application for a new ~~church~~religious institution shall include written justification of the need for the proposed ~~church~~religious institution at the requested location. This justification shall include at least the following information:

a. The number of members in the ~~church~~religious institution.

b. A geographic breakdown of the ~~church~~religious institution membership by zip code.

c. The types of services to be offered by the ~~church~~religious institution.

d. Any other reasonable requirements made by the planning and zoning board or city council.

(7) A proposed ~~church~~religious institution that abuts residentially-zoned property shall construct a six-foot-high, finished masonry wall along the property line that abuts the residential property. This wall shall not be required in front-yard setback areas.

(8) The city council reserves the right to limit the hours of operation for any new ~~church~~religious institution that is located in a residential zoning district.

(9) Storefront religious institutions~~churches~~ as defined in section 31-1 are not required to comply with the regulations in subsections 31-543(1) or (2). ~~Church~~Religious institution offices and meeting rooms are permitted in storefront ~~churches~~religious institutions, but the other accessory uses listed in § 31-543(3) are not permitted.

End of Amendments to Section 31-543

Sec. 31-543.1. – Affordable housing on religious institution property.

(a) *Purpose and Intent.* The purpose of this section is to provide opportunities for existing religious institutions to develop affordable housing projects on property owned by the existing religious institutions. This section establishes an administrative review process for affordable housing developments proposed by existing religious institutions and is intended to expand affordable housing opportunities by providing an efficient, additional pathway for projects that do not qualify for mandatory approval under state law, while maintaining compatibility with surrounding development. By creating this local administrative process,

it is the intent of the city council to delegate its approval authority for all qualifying affordable developments to those projects which satisfy the criteria set forth herein.

(b) *Eligibility Criteria*. To qualify for the administrative review process, an existing religious institution's proposed affordable housing development project must meet the following minimum criteria:

1. *Parcel(s).* Be any parcel, including any contiguous parcel connected thereto, which is owned by the religious institution and which has existed and been continuously utilized as a place of worship for nonprofit religious services and activities for at least ten (10) years prior to applying for the proposed affordable housing project.
2. *Zoning.* Be on any zoning district within the city except Industrial zones, Commercial zones (with the exception of Neighborhood commercial), Special Preservation, and Recreation/ Open Spaces.
3. *Plat*. Be on the same platted property as the religious institution's structure for public or semi-public religious worship. Platting fees may be waived by the city for a project approved under this section.
4. *Design.* Comply with the residential property development standards provided in Downtown General District including, but not limited to, lot coverage, building height, landscaping, access, parking, and sustainable site design unless otherwise exempt from such standards as set forth in the provisions of this section.
5. *Setbacks.* Provide the following setbacks:
   a. Front setback shall be 15 feet minimum. No street frontage requirements.
   b. Side setback shall be 10 feet minimum.
   c. Rear setback shall be _15 feet minimum.
6. *Parking.* Provide one (1) parking space for every 800 square feet of habitable space in the proposed affordable housing with the parking spaces onsite or contiguous to the development site. Parking may be shared with existing parking for the religious institution. City staff shall review and approve shared parking arrangements based on the existing and proposed uses of the property, including the operating characteristics, hours of operation, peak parking demands, and availability of existing parking facilities associated with the religious institution and any other uses located on the property. If shared parking is approved, the religious institution shall ensure that at least 10% of the total shared parking is reserved at all times exclusively for use by the religious institution, its staff, and/or for its congregation. This requirement shall be set forth as a condition of approval for the project. *Buffers*. Provide at a minimum a six-foot-high fence or masonry wall along abutting property at the side and rear yards. Opaque fencing may be permitted where the proposed affordable housing development project is adjacent to residentially-zoned property.
7. *Affordability.*
   a. "Affordable" or "affordability" as used in this section means the designated dwelling units will be offered to qualified buyers or renters at 80 percent of the County median income with the maximum rental amount provided at 70 percent of the County AMI or below.
   b. The proposed affordable housing development project must designate no less than forty (40) percent of the proposed dwelling units as "affordable".

c. If approved and prior to obtaining any building permits for the proposed affordable housing project, the religious institution must execute and record a city-approved Affordable Housing Restrictive Agreement ("AHR Agreement") in the official records of Palm Beach County requiring that the aforementioned forty (40) percent of the proposed dwelling units remain affordable for a minimum period of thirty (30) years.

d. The affordability restrictions established pursuant to this section shall run with the land for the duration specified in the recorded AHR Agreement and shall be binding upon the religious institution and all successors and assigns.

e. The affordable units must be comparable to all other units in the proposed development in terms of quality, features, and in access to common amenities.

f. If the dwelling units are to be sold, an association shall be established to govern the owners' responsibilities for the dwelling units and the religious institution's responsibilities for the remainder of the property.

g. The proposed affordable development project must be in compliance with the city's approved Affordable Housing Action Plan; alternatively, the city attorney may approve legally enforceable documents to be recorded in the official records of Palm Beach County to ensure compliance with the Plan.

(c) *Limitations.* No variances shall be granted from the eligibility criteria 1 through 3 and criteria 7 set forth in this section.

(d) *Application requirements.* Each religious institution's application for an affordable housing development project proposed under this section shall be administratively reviewed and must include:

1. The application must be made by the religious institution or by its authorized agent;
2. The religious institution must be operated and maintained at all times including after the proposed affordable housing development project is developed;
3. Consistent with the requirements of section 31-59, a site plan identifying the location of the proposed affordable housing units, building setbacks, lot dimensions, open space, parking areas, and all other proposed and required development features in relation to the existing religious institution;
4. A detailed description of the proposed housing type(s) to be provided, including but not limited to, multifamily, condominiums, townhome, cottage, accessory dwelling unit, senior housing, supportive housing, or mixed-use residential development;
5. The proposed tenure of the affordable housing units, whether ownership, rental, cooperative, or another approved affordability model;
6. The proposed unit mix, affordability mix, and size ranges, including the number of bedrooms, bathrooms, and approximate square footage of all units;
7. The affordability mechanisms that will be used to ensure long-term affordability including, but not limited to, provisions for the restrictive covenant, deed restrictions, rental or lease agreement restrictions, project conditions of approval, sublease controls, or other legally enforceable instruments approved by the city attorney;

8. Documentation demonstrating the religious institution's ownership of the proposed project site and continuous operation with a place of religious worship;
9. A schedule for development, occupancy, and monitoring of the affordable housing units, including format for the annual report to be submitted to city;
10. Proof that the proposed project's site plan and general description has been advertised by mail to all property owners within 300 feet of the proposed project site at least twenty (20) days prior to submitting the application; and,
11. Any other information necessary to demonstrate compliance with the requirements and intent of this section.

(e) Administrative Review. Once an application is received, city staff will endeavor to review that application and provide its initial comments within 30 calendar days of the application being deemed complete by city staff. City staff's review shall include, but not be limited to, a review for consistency with the city's Affordable Housing Action Plan, the requirements set forth herein, and the criteria for special exception approval as set forth in section 31-62(2). City staff shall also commence the development of an AHR Agreement for the proposed affordable housing project. Upon receipt of staff comments, the applicant shall have 30 calendar days to submit a response. The applicant and city may agree to extend these timeframes in writing for further comment and response; however, if the applicant fails to respond to city staff's comments within 45 days after receipt of city staff's comments, the application will be deemed abandoned. After staff's comments are resolved to the extent acceptable by city staff and the applicant, city staff shall request that the director of development services take final administrative action on the application and draft AHR Agreement.

(f) Affordable Housing Restriction Agreement. To ensure continuous compliance with the requirements of this section, the religious institution shall be required to enter an AHR Agreement with the city, which shall include, but not limited to, incorporation of the site plan and plat; all conditions of approval consistent with the criteria set forth in section 31-62(2); and, specifically address the affordable dwelling unit requirements including the number, location, affordability levels, duration of affordability restrictions, and occupancy requirements. The standard format of the AHR Agreement shall be determined by city staff in coordination with the city attorney. If the affordable housing development project is administratively approved, the AHR shall be executed by the religious institution and the director of development services and shall be recorded in the Official Records of Palm Beach County, Florida, prior to the religious institution application for building permits for the project.

(g) Public notice. Once city staff requests that the director of Development Services take final administrative action on the application, the applicant shall pay for the mailing of notices and posting of the project property consistent with the mail and posting requirements of section 31-4. The notice shall state that all interested and affected persons or entities may submit written comments to the director of development services no later than twenty (20) days after the date provided on the notices. The notices shall be mailed and posted by city staff.

(h) Administrative Approval. If city staff requests that the director of Development Services take final administrative action on the application, the application shall be submitted to the director of development services along with the draft AHR Agreement. After the time set forth herein for receipt of written comments from interested and affected persons or entities, the director of development services shall review the application, the draft AHR Agreement, and any written comments received, and may approve the same with or without conditions. In addition to the criteria utilized by city staff, the director of development services shall make the following findings:

1. The proposed development satisfies the minimum affordability requirements, and other eligibility criteria established by this section;
2. The proposed project will result in an outcome that is equal to or superior to that which would be achieved through strict application of the otherwise applicable regulations and will better advance the purposes of this section, including but not limited to, housing affordability, housing production, site efficiency, compatibility, sustainability, accessibility, and community benefit; and,
3. The proposed project will not create a material adverse impact on public health, safety, infrastructure capacity, emergency access, or the orderly development of surrounding properties.

In making the above findings, the director may consider design, operational, environmental, and community benefit features of the proposed project as part of the overall project evaluation.

If the director believes the application and/or the draft AHR Agreement is inconsistent with the city's Affordable Housing Action Plan, the requirements set forth herein, the criteria for a special exception set forth in section 31-62(2), and/or the required findings set forth above, the director may reject the application and shall provide the applicant with the specific grounds for rejection. If rejected, the applicant may reapply for approval one (1) year after the date of rejection. The director of Development Services' decision on the application shall be set forth in writing and provided by regular U.S. mail to the applicant and any interested and affected persons or entities who timely submitted written comments as provided herein.

(i) Administrative appeals. If the application is denied and/or any interested and affected person(s) or entity(ies) disagrees with the decision of the director of development services, the applicant and/or the interested and affected person(s) and entity(ies) may appeal the decision of the director of development services within thirty (30) days of the director of development services written decision. Failure to timely file an administrative appeal will be deemed a waiver of such appeal. The appeal shall be to the development special magistrate. The decision of the development special magistrate shall be the final administrative decision of the city. Appeal from the decision of the development special

magistrate shall be by petition for writ of certiorari to the appellate division of the circuit court.

(j) Building permit. If the director of development services approves the application and draft AHR Agreement, the applicant and the development services director shall execute the AHR Agreement and the same shall be recorded in the official records of Palm Beach County prior to the applicant's receipt of any building permits for the approved affordable housing project.

(k) Ownership. If a project is approved, all real property for the project must be owned by the religious institution and contain a house of public worship at all times; however, the property necessary for the project may be leased to a separate legal entity to develop, construct, manage, and/or operate the project, or the project may be developed by a separate legal under any lawful ownership structure so long as the religious institution maintains at least 51% ownership interest in the separate legal entity. The city reserves the right to have any such separate legal entity execute the AHR Agreement with the religious institution and/or separately.

(l) Monitoring and evaluation. If a project is approved and developed under this section, the project shall be monitored and evaluated to ensure compliance with all applicable requirements through the required date of affordability. Accordingly, the religious institution, its successors and assigns, shall provide an affordable housing report to the department of development services by December 31st of every calendar year once the project is completed and a certificate of occupancy has been issued. This report shall outline the status and compliance with the requirements of this section, conditions of approval for the project, and the recorded AHR Agreement. In terms of compliance with the affordability requirements the annual report shall include a detailed report on the status of all affordable, attainable, and workforce housing units required by the project including occupancy rates, income of occupants, and/or any sales transactions completed of required housing units.

(m) Enforcement. If a project is approved and developed under this section, and the religious institution or its successors and assigns violates any of the terms and conditions of this section and/or the recorded AHR and such violation remains uncured for a period of thirty (30) days after written notice thereof, the city may institute and prosecute any administrative proceeding or other proceeding at law or equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance.

(n) Sunset. The provisions of this section are intended to address the current and immediate need for affordable housing within the city consistent with the city's Affordable Housing Action Plan. Unless saved by action of the city council, this section shall expire on September 1st, 2031, and all rights and interests not applied for and approved under this section shall be deemed waived, abandoned, and extinguished. Any projects approved

under this section prior to its expiration shall not be deemed non-conforming for purposes of future enlargement or expansion due to the expiration of this section; however, any future enlargement or expansion of said project after the date of expiration of this section shall be reviewed for consistency under the then applicable zoning regulations at the time of the application for such enlargement or expansion. Applications under this section shall be accepted by the city up and until the expiration date of this section and may be approved after the expiration date of this section.

End of Amendments to Section 31-543.1

City of Riviera Beach Staff Report
Land Development Code Amendment

Ordinance Number 4321

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 31, entitled "Zoning," Article VI, entitled "Supplemental District Regulations," Section 31-543, entitled "Churches," to update the provisions of said Section; creating a new Section 31-543.1 to be entitled "Affordable Housing on Religious Institution Property," to implement Section 166.04151(6), Florida Statutes (2025), authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects; providing for a sunset provision; and, providing for conflicts, severability, codification, an effective date, and for other purposes.

A. Applicant: This is a staff-initiated revision to the Land Development Code.

Request: To amend the Land Development Code to implement Section 166.04151(6), Florida Statutes (2025), authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects.

B. Location: The Comprehensive Plan is applicable citywide.

C. Background and Staff Analysis

During the 2025 Legislative Session, the Florida Legislature adopted the Yes in God's Backyard (YIGBY) Act through Senate Bill 1730, which created an optional local tool allowing municipalities to adopt ordinances that permit affordable housing on qualifying properties owned by religious institutions. The legislation was intended to provide local governments with flexibility to establish standards that address local housing needs.

In 2026, the Legislature expanded the YIGBY framework through House Bill 1389 by incorporating qualifying religious institution properties into the Live Local Act's state-mandated

approval process. Unlike the 2025 legislation, which requires local adoption, the 2026 requirements necessitate approval of qualifying affordable housing developments that meet specific statutory criteria, including requirements related to property ownership, acreage, affordability, and housing type.

While the 2026 amendments establish a mandatory pathway for qualifying properties, the 2025 YIGBY legislation continues to provide a local option for religious institution properties that may not meet the state-mandated criteria. The proposed ordinance utilizes this local option to expand opportunities for affordable housing development within the City (See exhibit 2).

A stakeholder group consisting of residents, religious institution leaders, housing advocates, and legislative team members began discussions about developing a local ordinance to expand affordable housing opportunities within the City. The group worked with Kody Glazer of the Florida Housing Coalition to better understand the state framework and consider an approach that reflects local needs and conditions.

Staff Analysis

To better understand the potential applicability of a local ordinance, City staff reviewed properties owned by religious institutions using Palm Beach County Property Appraiser (PAPA) records. The review identified 24 religious institutions that own property within the City (See Exhibit 3). Of those properties:

- 2 properties are three acres or larger;
- 8 properties are one acre or larger; and
- the average property size is approximately 0.7 acres.

The review of religious institution properties indicates that the amount of properties owned within the City are relatively small and may not meet the acreage thresholds established under the state frame. The proposed ordinance provides a local pathway for religious institutions to participate in affordable housing development opportunities on smaller properties while ensuring that projects are reviewed under locally established development standards.

The ordinance establishes eligibility requirements, development standards, and a review process intended to balance the need for additional affordable housing opportunities with compatibility, infrastructure, and community planning considerations. The proposed framework allows the City to evaluate projects based on local conditions while supporting additional opportunities for affordable housing.

Consistency with the Comprehensive Plan

The proposed ordinance supports the goals of the City's Housing Element, particularly Objective 1.1 (New Construction) and Objective 1.5 (Very Low-, Low-, Moderate-Income and Workforce

Housing).

Objective 1.1 encourages the construction of new housing to meet the City's housing needs. By creating a local option for affordable housing on eligible properties owned by religious institutions, the ordinance expands opportunities for new housing while remaining consistent with the City's land development regulations.

Objective 1.5 focuses on addressing the need for very low-, low-, moderate-income, and workforce housing. The proposed ordinance supports this objective by creating another opportunity for affordable housing development within the City and helping to increase the supply of housing for residents with a range of income levels.

Consistency with the Housing for All Action Plan

The proposed ordinance also supports the City's Housing for All Action Plan by creating additional opportunities for affordable housing, encouraging innovative housing strategies, and identifying existing properties that could support new housing.

The ordinance supports the following actions identified in the Housing for All Action Plan:

- Planning and Policy Action 4: *Redefine compatibility in zoning to not treat different density/intensity uses as incompatible.* The proposed ordinance allows affordable housing to be considered on religious institution properties while establishing standards to address compatibility with surrounding development.

- Neighborhood Revitalization Action 9: *Explore mixed-use development opportunities on underutilized properties.* The ordinance creates an opportunity to use existing religious institution properties for additional housing, including mixed-use development where appropriate.

- Neighborhood Revitalization Actions 7 and 10: *Collaborate to identify vacant lands suitable for housing development and assess progress in identifying surplus and underutilized land for housing development.* The City's review of religious institution properties identifies these sites as a potential resource for expanding the City's affordable housing supply.

D. Staff Recommendation

Staff recommends approval of the proposed ordinance.

POLICY WATCH

YIGBY Goes from Optional to Mandatory in Florida

Live Local 4.0 requires local governments to approve affordable housing on qualify faith-owned land + changes to FL Fair Housing Act + LLA opt-out + more



KODY GLAZER
MAR 13, 2026

9 1 Sh

Florida is about to make YIGBY mandatory on the last day of the 2026 Legislative Session.

The House and Senate have agreed on their **Live Local 4.0** bills. **House Bill 1389** ha officially passed both chambers and now heads to the Governor for signature.

Notably, if signed by the Governor, this bill expands the Live Local Act's land use mandate to include qualifying land owned by religious institutions **starting July 1, 2026**. This means local governments will be required—not just allowed, but require to approve affordable housing on eligible faith-owned properties.

For faith groups interested in building affordable housing on their land, this is a significant development.

Over the past year, the Florida Housing Coalition has hosted workshops, webinars, and published guidance encouraging local governments to activate Florida's **option YIGBY policy**, enacted in 2025 through SB 1730. Since July 1, 2025, local governme have had the option to allow affordable housing on land owned by religious institutions with a house of worship (or contiguous parcel), regardless of underlyin zoning.

The optional tool still exists. However, by expanding the Live Local land use manda to include certain religious properties, HB 1389 may reduce the need for local governments to adopt the optional policy in many cases.

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YIGBY Now Part of the LLA Land Use Mandate

The Live Local Act's land use mandate, one of the core parts of the LLA, requires lc governments to allow multifamily and mixed-use development in commercial, industrial, and mixed-use areas, provided **at least 40% of homes are affordable rent to households up to 120% AMI for at least 30 years.** Qualifying projects receive increased density, height, and floor area ratios, reduced parking requirements, and administrative approval.

HB 1389 expands this tool to include **qualifying religious institution land**, regardle of the underlying zoning. If a property meets the criteria, a faith-based organizatior can now use the Live Local framework to build affordable housing and receive the same development entitlements. Local governments would be required to approve a Live Local project on eligible land.

To qualify, the land must:

- Be **owned by a religious institution**, as defined in s. 170.201(2)
- Be **larger than 3 acres**

- Have contained a **house of public worship for at least 10 years** prior to application

The bill also requires that the house of worship **continue operating after construct** of the housing project. The statute is silent on what happens if the religious use lat ceases, leaving enforcement questions for local governments.

What This Means for the Existing Optional YIGBY Law (s. 125.01055(6)/s. 166.04151(6))

Because the Live Local mandate now applies to certain religious properties, local governments may be **less inclined to adopt the optional YIGBY policy** currently located in subsections (6) of Florida's county and municipal affordable housing statu (ss. 125.01055 and 166.04151).

However, the optional tool can still fill some important gaps not met by the new YIGBY policy.

This chart shows the differences between the existing YIGBY law at subsection (6) the new YIGBY provision included in the land use mandate at subsection (7).

	Existing YIGBY SB 1730 (2025)	New YIGBY HB 1389 (2026)
State Mandate?	No	Yes
Eligibility	Religious institution-owned land containing a house of worship, or contiguous to one	Religious institution-owned land with a house of worship for 10+ years; must be >3 acres; house of worship must stay active
Housing Types	Any type or tenure (rental/ownership, SF/MF)	Multifamily or mixed-use
Affordability	10%+ of units affordable up to 120% AMI (localities may target lower AMIs or require higher % of affordable units)	40%+ of units must be affordable rentals ≤120% AMI
Affordability Period	Local discretion	30 years
Local Authority	Full regulatory discretion	Preempted on use, height, density, FAR parking & admin approval

As you can see, there are some gaps that the mandatory tool doesn't address that ca still be met by the optional YIGBY provision. The optional tool can still be effective for:

- Parcels **3 acres or smaller**
- **Houses of worship operating for fewer than 10 years**
- **Contiguous land** to the house of worship (mandatory tool does not apply to contiguous parcels)
- **Single-family housing**
- Situations where the religious institution wants to **convey the affordable housi property**
- Policies requiring deeper affordability in exchange for fewer affordable units

What's Next on YIGBY?

Now that YIGBY will be mandatory for local governments in certain cases, there's s
significant value in local convenings that bring together faith groups, builders, and
community partners—even if the focus isn't on getting local governments to activa
the optional tool.

And where gaps remain, local governments can still adopt the optional YIGBY tool
expand flexibility.

Other Key Housing Provisions in HB 1389

Additional Updates to the LLA Land Use Mandate

HB 1389 also:

- Expanded eligibility to land owned by **counties, cities, and school districts - which is great for public land advocacy**
- Prohibits localities from **restricting eligible height via setbacks/stepbacks**, or requiring setback/setbacks that are more restrictive than the minimum permitt in the proposed development
- Clarifies that **farm operations are not considered commercial or industrial us** for eligibility
- Exempts **open space districts, areas of critical state concern, and conservatior easements**

Changes to the Multifamily Middle Market (MMM) Tax Exemption Opt-Out

The bill tightens the criteria for when a taxing authority can opt out of the Live Loc
80–120% AMI property tax exemption.

Currently, jurisdictions can opt out if the most recently published annual report fro
the Shimberg Center for Housing Studies shows a surplus of affordable units for
households earning up to 120% AMI.

HB 1389 raises the bar: a jurisdiction must now show a **surplus for three consecuti years** before being able to opt out.

It also allows property owners to claim the exemption earlier in the development process if a taxing authority opts out in the future. Properties with a building perm on or after July 1, 2026, within 4 years before the effective date of an opt-out ordina or resolution may apply for and receive the exemption regardless of the opt-out. Th will likely solve some underwriting concerns lenders have had on the opt-out.

Updates to the Florida Fair Housing Act

HB 1389 makes two key clarifications:

1. **Sovereign Immunity Waiver**

The bill clarifies that **sovereign immunity is waived** when a governmental entity violates the Florida Fair Housing Act, responding to a recent court ruling that questioned whether the statute clearly waived immunity.

2. Prohibited discrimination against affordable housing

The bill also clarifies that local governments **may not discriminate against afforda housing in land use decisions**. Since 2000, Florida law has prohibited discriminatio based on a project's **source of financing** (such as Low Income Housing Tax Credits) HB 1389 reinforces that affordable housing developments must be treated the same market-rate housing in land use decisions.

Additional Provisions

And finally, the bill also:

- Clarifies that local governments may provide density bonuses for military fami housing when land is donated for affordable housing

- Directs OPPAGA to study the potential of mezzanine financing to stimulate construction of affordable owner-occupied housing
- Directs OPPAGA to evaluate the potential of tiny homes to help address housi needs in Florida

Bringing Session to a Close

After Session ends, we'll host a **60-minute webinar** covering the housing policies th passed during the 2026 Legislative Session. I'll also be writing about several of thes bills in more detail over the next few weeks.

If you have questions about how these policies may affect your work, feel free to rea out anytime at **glazer@flhousing.org.**

Subscribe to Housing Action Lab at the Florida Housing Coalition

Launched a year ago

Tracking Florida's affordable housing landscape: policy developments, state and local wins, data-drive research, and resources to turn awareness into action.

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Name	Type
Hill Top Missionary Baptist	Baptist Church
Blue Heron Church Of God	Church
Greater Bethel Primitive Baptist Church	Church
New Macedonia Missionary Baptist	Baptist Church
Pleasant Heights Missionary Baptist Church	Church
St. James Church Missionary Baptist Church	Church
Operation Kingdom International Church	Non-denominational Church
Revival Church of God Inc	Church
First SDA Church of Riviera Beach	Seventh-day Adventist Church
Miracle Revival Deliverance Church	Church
United House of Prayer For All	Church
Bethel French SDA Church	Seventh-day Adventist Church
Hurst Chapel AME	Methodist Church
Community Church of WPB INC	Church
Pentecostal Church of God in Christ USA, Inc.	Church
Chabad of Singer Island - Riviera Beach	Religious Organization
Catholic Charities of the Diocese of Palm Beach, INC.	Religious Organization
Victory City Church INC	Church
Haitian Maranatha Church of God INC	Religious Organization
The New Avenue S Church of Christ	Religious Organization
Church of Our Lord Jesus	Religious Organization
Faith Holy Temple Evangelist Church	Religious Organization
Faith Deliverance Church of God Center INC	Religious Organization
Palm Beach Lakes Church of Christ INC	Religious Organization
Bethesda Haitian Outreach Church	Religious Organization

**Phone numbers listed are based on onlne directories so they may or may not be accurate.

Address	City	Phone
1273 W 30th St	Riviera Beach	(561) 844-3216
Riviera Beach, FL	Riviera Beach	
1340 W 30th St	Riviera Beach	(561) 844-8449
748 W 9th St	Riviera Beach	(561) 842-8068
1297 W. 34th St, Parrish St	Riviera Beach	(561) 848-2275
1502 W 35th St	Riviera Beach	(561) 842-3897
4119 W Blue Heron Blvd	Riviera Beach	(561) 290-5054
1160 W 6th St	Riviera Beach	(561) 841-3433
3751 Avenue J	Riviera Beach	(561) 881-7841
3701 President Barack Obama Hwy	Riviera Beach	(561) 848-0269
3333 Avenue I	Riviera Beach	(561) 881-8081
2850 Avenue F	Riviera Beach	(561) 842-0003
1617 Silver Beach Rd	Riviera Beach	(561) 845-7579
2111 Broadway	Riviera Beach	
1289 W 28th St	Riviera Beach	(561) 842-7719
1201 S Harbor Dr.	Singer Island	(347) 276-6985
100 W 21st St	Riviera Beach	(561) 345-2000
163 W 20th St	Riviera Beach	(561) 260-5073
1681 Avenue H W	Riviera Beach	(561) 429-6032
2120 Avenue S	Riviera Beach	(561) 848-7006
1068 W 28th St.	Riviera Beach	
1243 W 33rd St.	Riviera Beach	(561) 863-6180
3437 Avenue O	Riviera Beach	(561) 290-6621
4067 Leo Lane	Palm Beach Gardens	(561) 848-1111
1301 AC Evans St	Riviera Beach	(561) 882-4045

Church Name	Owner(s)	Mailing Address	Phone	Property	Parcel	Use Type	Zoning	Lot Size
Hill Top Missionary Baptist Church	HILLTOP MISS BAPTIST CH INC	GRIFFIN DAVIS PASTOR C/O 1273 W 30TH ST Riviera Beach, Fl. 33404-3531	(561) 844-3216	1381 AC Evans St.	56-43-42-29-03-004-0210	SF	RS-8	0.13
Hill Top Missionary Baptist Church	HILLTOP MISS BAPTIST CH INC	GRIFFIN DAVIS PASTOR C/O 1273 W 30TH ST Riviera Beach, Fl. 33404-3531	(561) 844-3216	2921 RI Hendley Ave 1	56-43-42-29-02-036-0010	CN	CN	0.13
Hill Top Missionary Baptist Church	HILLTOP MISS BAPTIST CH INC	GRIFFIN DAVIS PASTOR C/O 1273 W 30TH ST Riviera Beach, Fl. 33404-3531	(561) 844-3216	1273 W 30th St	56-43-42-29-10-003-0130	Religious	RM-15	1.59
Hill Top Missionary Baptist Church	HILLTOP MISS BAPTIST CH INC	GRIFFIN DAVIS PASTOR C/O 1273 W 30TH ST Riviera Beach, Fl. 33404-3531	(561) 844-3216	W 30th St.	56-43-42-29-10-003-0410	Religious	RM-15	0.18
Hill Top Missionary Baptist Church	HILLTOP MISS BAPTIST CH INC	GRIFFIN DAVIS PASTOR C/O 1273 W 30TH ST Riviera Beach, Fl. 33404-3531	(561) 844-3216	W 28th St	56-43-42-29-10-004-0210	Religious	RM-15	0.42
Blue Heron Church Of God	Blue Heron Church of God Inc	PO Box 10505. West Palm Beach, Fl 33419-0505		2600 Avenue H W	56-43-42-28-25-022-0060	Religious	CF	1.41
Greater Bethel Primitive Baptist Church	Greater Bethel Primitive Baptist Church	1340 W 30th St., Riviera Beach, FL 33404-3534	(561) 844-8449	1341 W 30th St.	56-43-42-29-03-017-0100	Vacant	RS-8	0.26
Greater Bethel Primitive Baptist Church	Greater Bethel Primitive Baptist Church	1340 W 30th St., Riviera Beach, FL 33404-3534	(561) 844-8449	2760 RI Hendley Ave.	56-43-42-29-10-005-0510	Religious	CN	0.51
Greater Bethel Primitive Baptist Church	Greater Bethel Primitive Baptist Church	1340 W 30th St., Riviera Beach, FL 33404-3534	(561) 844-8449	2800 RI Hendley Ave.	56-43-42-29-03-019-0180	Private School	CN	0.51
	Greater Bethel Primitive Baptist Church	1340 W 30th St., Riviera Beach, FL 33404-3534	(561) 844-8449	W 28th St	56-43-42-29-03-019-0160	Private School	RS-8	0.13
	Greater Bethel Primitive Baptist Church	1340 W 30th St., Riviera Beach, FL 33404-3534	(561) 844-8449	W 29th St	56-43-42-29-03-018-0260	Vacant	CN	0.13
Greater Bethel Primitive Christian School	Greater Bethel Primitive Christian School	2800 Avenue R, Riviera Beach, FL 33404-4029		Avenue R	56-43-42-29-02-036-0410	Vacant	CN	0.13
New Macedonia Missionary Baptist	MACEDONIA BAPTIST CHURCH OF RIVIERA BEACH FLORIDA INC	748 W 9th St , Riviera Beach, FL 33404-7343	(561) 842-8068	748 W 9th St	56-43-42-32-01-017-0220	Religious	DR	0.35
	MACEDONIA BAPTIST CHURCH OF RIVIERA BEACH FLORIDA INC	748 W 9th St , Riviera Beach, FL 33404-7343	(561) 842-8068	748 W 9th St.	56-43-42-32-01-016-0030	Religious	DR	0.14
Pleasant Heights Missionary Baptist Church	PLEASANT HEIGHT BAPTIST CHURCH INC OF RIVIERA BEACH FLORIDA	1297 W 34th St., Riviera Beach, FL 33404-2905	(561) 848-2275	1297 W 34th St	56-43-42-29-16-005-0480	Religious	RM-15	0.29
	PLEASANT HEIGHT BAPTIST CHURCH INC OF RIVIERA BEACH FLORIDA	1297 W 34th St., Riviera Beach, FL 33404-2905	(561) 848-2275	W 33rd St.	56-43-42-29-03-009-0450	Religious	RS-8	0.41
St. James Church Missionary Baptist Church	St. James Church Missionary Baptist Church of Riviera Beach Florida Inc	1524 W 35th St., Riviera Beach, FL 33404-2924	(561) 842-3897	1502 W 35th St.	56-43-42-29-02-009-0220	Religious	RS-8	0.82
	St. James Church Missionary Baptist Church	1524 W 35th St., Riviera Beach, FL 33404-2924	(561) 842-3897	W 35th St.	56-43-42-29-02-019-0140	Religious	RS-8	0.13
Revival Church of God Inc	Revival Church of God Inc	1160 W 6th St., Riviera Beach, FL 33404-7424	(561) 841-3433	1144 W 6th St	56-43-42-32-01-045-0150	Religious	DR	0.11
First SDA Church of Riviera Beach	Southeastern conference ASSN of Seventh Day Adventists INC	1701 Robie Ave., Mount Dora, FL 32757-6337	(561) 881-7841	3751 Avenue J	56-43-42-29-22-000-0080	Religious	RM-15	1.82
Bethel French SDA Church	Southeastern conference ASSN of Seventh Day Adventists INC	1701 Robie Ave., Mount Dora, FL 32757-6337	(561) 842-0003	2830 Avenue F	56-43-42-28-14-006-0111	Religious	CF	1.47
Miracle Revival Deliverance Church	Miracle Revival Deliverance Church Inc.	3701 President Barack Obama Hwy, Riviera Beach, FL 33404-2099	(561) 848-0269	3701 President Barack Obama Hwy	56-43-42-29-20-000-0010	Religious	RM-15	0.48
	Miracle Revival Deliverance Church Inc.	3701 President Barack Obama Hwy, Riviera Beach, FL 33404-2099	(561) 848-0269	W 37th Ct	56-43-42-29-12-000-1380	Religious	RM-15	0.05
United House of Prayer For All	United House of Prayer ET AL	Bishop S C Madison C/O 1665 N Portal Dr NW Washington, DC 20012-1053	(561) 881-8081	1333 Avenue I	56-43-42-28-26-035-0010	Religious	RM-15	1.67
Hurst Chapel AME	Hurst Chapel AME Church of Riviera Beach Florida Inc	1617 Silver Beach Rd, Riviera Beach, FL 33404-2050	(561) 845-7579	1617 Silver Beach Rd	56-43-42-29-02-001-0010	Religious	RD-15	0.96
	Hurst Chapel AME Church of Riviera Beach Florida Inc	1617 Silver Beach Rd, Riviera Beach, FL 33404-2050	(561) 845-7579	1617 Silver Beach Rd	56-43-42-29-02-001-0050	Religious	RS-8	0.28
	Hurst Chapel AME Church of Riviera Beach Florida Inc	1617 Silver Beach Rd, Riviera Beach, FL 33404-2050	(561) 845-7579	1617 Silver Beach Rd	56-43-42-29-02-014-0020	Religious	RD-15	0.28
	Hurst Chapel AME Church of Riviera Beach Florida Inc	1617 Silver Beach Rd, Riviera Beach, FL 33404-2050	(561) 845-7579	1617 Silver Beach Rd	56-43-42-29-02-001-0030	Religious	RD-15	0.11
	Community Church of WPB INC	1905 W Blue Heron Blvd. PO Box 10568. Riviera Beach, FL 33404-0568		2111 Broadway	56-43-42-28-24-003-0221	Commercial	OC	0.13
Pentecostal Church of God in Christ USA, Inc.	Pentecostal Church of God in Christ of the USA of America, Inc.	1289 W 28th St., Riviera Beach, FL 33404-4135	(561) 842-7719	1289 W 28th St	56-43-42-29-10-004-0230	Religious	RM-15	0.85
	Pentecostal Church of God in Christ USA, Inc.	1289 W 28th St., Riviera Beach, FL 33404-4135	(561) 842-7719	1289 W 30th St	56-43-42-29-66-002-0000	SF	RM-15	0.23
	Pentecostal Church of God in Christ of the USA of America, Inc.	1289 W 28th St., Riviera Beach, FL 33404-4135	(561) 842-7719	1292 W 28th St.	56-43-42-29-66-001-0000	Vacant	RM-15	0.46
	Pentecostal Church of God in Christ USA	1289 W 28th St., Riviera Beach, FL 33404-4135	(561) 842-7719	Silver Beach Rd.	56-43-42-29-02-007-0190	Vacant	RD-15	0.20
	Pentecostal Church of God in Christ USA							
	International Zion Church of God Pentecostal INC	1610 W 16th St., Riviera Beach, FL 33404-5208		1610 W 16th St.	56-43-42-32-04-003-0050	Religious	RS-8	0.10
	International Zion Church of God Pentecostal INC	1610 W 16th St., Riviera Beach, FL 33404-5208		Avenue S	56-43-42-32-04-003-0070	Religious	RS-8	0.10
Chabad of Singer Island - Riviera Beach	Chabad of Singer Island & The Beaches IN	1051 Bimini Lane, Riviera Beach, Fl. 33404-2703	(347) 276-6985	1201 S Harbor Dr.	56-43-42-27-03-004-0110	SF	SF	0.20
Catholic Charities of the Diocese of Palm Beach, INC.	BARBARITO GERALD M DD JCL BISHOP OF DIOCESE OF PALM BEACH	PO Box 109650. Palm Beach Gardens, FL 33410-9650	(561) 863-1680	100 W 21st St.	56-43-42-28-23-009-0010	Private School	CF	2.71
Victory City Church INC	Victory City Church INC	163 W 20th St., Riviera Beach, FL. 33404	(561) 260-5073	163 W 20th St.	56-43-42-28-23-010-0010	Religious	DG	0.44
Haitian Maranatha Church of God INC	Haitian Maranatha Church of God INC	1681 Avenue H W, Riviera Beach, FL 33404-4307	(561) 629-6032	1681 Avenue H W	56-43-42-28-25-001-0050	Religious	RMs-12	0.86
The New Avenue S Church of Christ	Jehovah Shalom Baptist Church INC	1217 Cirrous Way, Royal Palm Beach, FL 33411-3116	(561) 848-7006	2120 Avenue S	56-43-42-29-04-009-0010	Religious	CF	1.89
	Jehovah Shalom Baptist Church INC	1217 Cirrous Way, Royal Palm Beach, FL 33411-3116		W 21st St.	56-43-42-29-64-000-0010	Religious	RS-8	0.14
	Jehovah Shalom Baptist Church INC	1217 Cirrous Way, Royal Palm Beach, FL 33411-3116		W 21st St.	56-43-42-29-64-000-0020	Religious	RS-8	0.15
Church of Our Lord Jesus	United Overcomer Church of God INC	1068 W 28th St., Riviera Beach, FL 33404-4101		1068 W 28th St.	56-43-42-29-05-006-0200	Religious	RM-15	0.34
Church of Our Lord Jesus	United Overcomer Church of God INC	1068 W 28th St., Riviera Beach, FL 33404-4101		1068 W 28th St.	56-43-42-29-05-006-0220	Religious	RM-15	0.34
	United Overcomer Church of God INC	1068 W 28th St., Riviera Beach, FL 33404-4101		1060 W 28th St.	56-43-42-29-05-006-0230	Vacant	RM-15	0.17
Faith Holy Temple Evangelist Church	Faith Holy Temple Evangelist Church	1243 W 33rd St., Riviera Beach, FL 33404-2953	(561) 863-6180	1243 W 33rd St.	56-43-42-29-09-005-0130	Religious	RM-15	0.13
Faith Deliverance Church of God Center INC	Faith Deliverance Church of God Center INC	PO Box 221883, West Palm Beach, FL 33422-1883	(561) 290-6621	3437 Avenue O	56-43-42-29-03-008-0010	Religious	RS-8	0.16
Palm Beach Lakes Church of Christ INC	Palm Beach Lakes Church of Christ INC	4067 Leo Lane, Palm Beach Gardens, Fl 33410-6401	(561) 848-1111	4067 Leo Lane	56-42-42-25-00-000-1270	Religious	RMs-12	7.62
Bethesda Haitian Outreach Church	Bethesda Haitian Outreach Church INC	1301 AC Evans St., Riviera Beach, FL 33404-2018	(561) 882-4045	1301 AC Evans St	56-43-42-29-03-004-0030	Religious	RS-8	0.20

**Phone numbers listed are based on online directories so they may or may not be accurate.

0.7 average
2 qualify for State Yigby criteria

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Riviera Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 4321- YIGBY Ordinance

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Riviera Beach is of the view that a business impact estimate is *not* required by state law[1] for the proposed ordinance, but the City of Riviera Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law the City of Riviera Beach hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

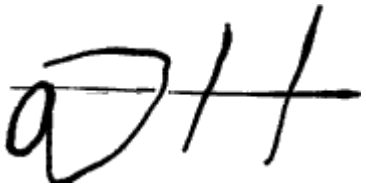
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Riviera Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Riviera Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

Riviera Beach Legal Notice

Please choose a category	Public Hearing - Riviera Beach
Title	Ordinance Number 4321
Publish Date	10/13/2026
Publish Time	9:00 AM (EDT)
Description	PUBLIC HEARING NOTICE CITY COUNCIL MEETING CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA The City Council of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Wednesday, November 18, 2026, at 6:00 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Marina Event Center located at 190 E 13th Street, Riviera Beach, FL 33404, to consider adoption of the following Ordinance: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 31, entitled, “Zoning,” at Article I entitled, “In General,” at Section 31-1 entitled, “Definitions,” to add a definition of “Religious Institution”; amending Chapter 31, entitled “Zoning,” Article VI, entitled “Supplemental District Regulations,” Section 31-543, entitled “Churches,” to update the provisions of said Section; creating a new Section 31-543.1 to be entitled “Affordable Housing on Religious Institution Property,” to implement Section 166.04151(6), Florida Statutes (2025), with a local program authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects; providing for a sunset provision; and, providing for conflicts, severability, codification, an effective date, and for other purposes. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. Copies of the proposed Ordinance and related background materials are available for inspection at the Development Services Department at 600 W. Blue Heron Blvd., Riviera Beach, FL, between the hours of 8:00 AM and 5:00 PM, Monday through Friday, except holidays. PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Council with respect to any matter considered at the meetings, such interested person, at their own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

	In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Clerk's Office at 561-845-4090 no later than 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.
Attach Files (Optional)	Ordinance 4321.pdf
Submitted by (Email Address)	dshall@rivierabeach.org
Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	

Riviera Beach Legal Notice

Please choose a category	Public Hearing - Riviera Beach
Title	Public Hearing Notice - Ordinance Number 4321
Publish Date	11/10/2026
Publish Time	9:52 AM (EST)
Description	PUBLIC HEARING NOTICE CITY COUNCIL MEETING CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA The City Council of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Wednesday, December 02, 2026, at 6:00 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Marina Event Center located at 190 E 13th Street, Riviera Beach, FL 33404, to consider adoption of the following Ordinance: Ordinance Number 4321 An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 31, entitled, “Zoning,” at Article I entitled, “In General,” at Section 31-1 entitled, “Definitions,” to add a definition of “Religious Institution”; amending Chapter 31, entitled “Zoning,” Article VI, entitled “Supplemental District Regulations,” Section 31-543, entitled “Churches,” to update the provisions of said Section; creating a new Section 31-543.1 to be entitled “Affordable Housing on Religious Institution Property,” to implement Section 166.04151(6), Florida Statutes (2025), with a local program authorizing the administrative approval of affordable housing on certain property owned by Religious Institutions; authorizing the Director of Development Services to execute Affordable Housing Restrictive Agreements for administratively approved projects; providing for a sunset provision; and, providing for conflicts, severability, codification, an effective date, and for other purposes. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. Copies of the proposed Ordinance and related background materials are available for inspection at the Development Services Department at 600 W. Blue Heron Blvd., Riviera Beach, FL, between the hours of 8:00 AM and 5:00 PM, Monday through Friday, except holidays. PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Council with respect to any matter considered at the meetings, such interested person, at their own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Clerk’s Office at 561-845-4090 no later than 48 hours prior to the proceedings. If

	hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.
Attach Files (Optional)	Notice - Public Hearing - Ordinance 4321.pdf
Submitted by (Email Address)	dshall@rivierabeach.org
Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Clarence Sirmons, Director of Development Services, AICP

Through: William E. Wilkins, City Manager

Subject: **Ordinance Number 4327: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, adopting amendments to the Comprehensive Plan of the City of Riviera Beach, Florida, to implement necessary updates and revisions to the goals, objectives, and policies of the City's Comprehensive Plan, including an updated Map Series; providing for conflicts, severability, transmittal, and an effective date.**

Date: December 02, 2026

CC: General Public

Background:

The Comprehensive Plan is an important citywide policy document that provides direction for the future of the City's resources as well as Riviera's built, economic, and natural environment. Currently, decisions in the City of Riviera Beach are guided by the 2010 Comprehensive Plan. On August 12, 2022, the City Council approved Calvin Giordano and Associates (CGA) to serve as the consulting team leading the process of updating the Riviera Beach Comprehensive Plan, titled Riviera 2050 (Formally Riviera 2040). Significant public outreach has occurred for this plan update. The comprehensive plan steering committee has hosted multiple open houses, participated in over a dozen HOA and neighborhood association meetings, set up pop-up tables at numerous community events, and has distributed over 700 surveys to the community. The Planning and Zoning Board held a series of workshops on each element for public review. This input was combined with the data collected by the consultant team to draft language for the new comp plan document.

Below is a summary of each chapter or element of the Comprehensive Plan and significant

changes proposed for each:

A. Future Land Use – Refocused to support neighborhood-centered growth and the creation of livable communities. Emphasis on the CRA has been reduced, and redevelopment efforts now prioritize vulnerable neighborhoods.
A new land use is created, called "General Mixed Use", promoting mix use in some major corridors of the City. The "Office" land use has been eliminated and changed to the new "GMU" except for "office" use on West 25th Street and West 27th Street which have changed to "Single-Family Residential". In addition, some "commercial" uses are proposed to change to "GMU". Finally, some parcels near the Barack Obama Corridor have been changed from Downtown Mixed Use to Industrial. The FLU map is updated to illustrate these potential changes (see appendix 12 and below).

B. Property Rights – Combined with Future Land Use.

C. Housing – Strengthens strategies to increase homeownership; encourages a wider range of housing types; preserves and improves neighborhoods; and expands access to housing for all residents, including vulnerable populations. New language discourages gentrification and supports community-led revitalization.

D. Infrastructure- Improves readability and structure. Expands public education efforts, identifies methods to improve water quality and service delivery, and updates solid waste policies to align with current service practices.

E. Transportation (newly Titled "Mobility") – Transitions from a car-centric model to a people-centered, multimodal transportation network that supports various ways of reaching destinations. The plan requires the intentional planning of a mobility plan, vision zero, and safe streets planning in order to create/ encourage connected, safe, and efficient network.

F. Recreation, and Open Space (newly Titled "Parks, Recreation, and Open Space") – Identifies improvements to maintain and enhance public parks, expand recreational programming, and encourages trail connectivity and access.

G. Coastal Management – Enhances protection of Riviera Beach's coastline by establishing Adaptation Action Areas; strengthening shoreline protection policies and related programs; improving intergovernmental coordination to safeguard lives and property; and increasing resilience and adaptability through action plans and program development.

H. Conservation – Expands environmental education and strengthens policies related to air

quality, natural habitats, wetlands, water quality, and fisheries. Integrates conservation efforts across local and regional planning initiatives.

I. Capital Improvement – Updates overarching goals, refines prioritization for capital projects, and clarifies language regarding private development contributions.

J. Intergovernmental Coordination – Updates agency and organization names for accuracy.

K. Community Resources (New Optional Element)- (Includes the required School Board Coordination) – This new element establishes policies for community-facing programs. All policies are newly developed to support and enhance existing City programming. Library policies have been moved from the Parks, Recreation, and Open Space Element into this section. The Community Resources Element provides a foundation for the City to be intentional and strategic in supporting multiple forms of education, human services, citywide communication, and community events.

L. Economic Development (New Optional Element) – Provides policies to strengthen the City's economic vitality through development of an action plan; support for small businesses; workforce training; business recruitment; and incentives for targeted industries.

M. The Map Series was also updated with 11 new maps (Appendix M1-M11).

The proposed language is in final draft form and is subject to change through the second reading of the adoption ordinance. This presentation will be led by CGA consultant, Graham Long and City Planner Sonide Simon-Romain.

City Goals:
The Citywide Goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:
N/A

Recommendation:
Staff recommends a Motion to approve Ordinance Number 4327.

Attachments:
1. Ordinance Number 4327
2. Comprehensive Plan Staff Report
3. 00. Introduction and Administration

4. E0. Comprehensive_Plan_Definitions_FINAL.docx
5. E1. Future Land Use
6. E1a. FLUM
7. E2. Housing GOP 9.17.26.docx
8. E3. Infrastructure GOP.docx
9. E4. Mobility 9.17.26.docx
10. E5. Parks&Rec GOP strike8.19.26 9.17.26.docx
11. E6. Coastal Management GOPF.Clean Strike 9.17.26.docx
12. E7. Conservation final strike 9.17.26.docx
13. E8. Capital Improvements GOP.docx
14. E9. Intergovernmental Coordination GOPStrikethrough.docx
15. E.10 Community Resources GOP.docx
16. E11. Economic Development GOP clean 9.17.26.docx
17. Data Inventory Analysis CompPlan2050
18. Dec 2026 legal ad
19. Business impact estimate 4327

Ordinance Number 4327

An ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, adopting amendments to the Comprehensive Plan of the City of Riviera Beach, Florida, to implement necessary updates and revisions to the goals, objectives, and policies of the City's Comprehensive Plan, including an updated Map Series; providing for conflicts, severability, transmittal, and an effective date.

Whereas, Chapter 163, Part II, Florida Statutes, including Sections 163.3161 through 163.3215, empowers and requires the City Council of the City of Riviera Beach to prepare, implement and enforce the Comprehensive Plan and the Land Development Regulations to regulate development within the City; and

Whereas, the Florida Legislature intends that local planning be a continuous process, and the Florida Statutes encourage local governments to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions and Florida law; and

Whereas, the City of Riviera Beach adopted the City of Riviera Beach Comprehensive Plan (the "Comprehensive Plan") on May 19, 2010 by Ordinance No. 3066 pursuant to Chapter 163, Florida Statutes; and

Whereas, the Comprehensive Plan in its current state no longer reflects the evolving needs of the City; and

Whereas, on August 12, 2022, the City Council approved Calvin Giordano & Associates (CGA) to lead the update of the Comprehensive Plan to be known as "Riviera 2050" (formally known as "Riviera 2040"); and

Whereas, the City provided multiple and diverse opportunities for public participation during the Comprehensive Plan amendment process; and

Whereas, between the Fall of 2024 and Spring of 2025, the Planning and Zoning Board held a series of workshops regarding the Comprehensive Plan, during which the Board provided feedback and suggestions for inclusion in the plan; and

Whereas, on March 11, 2026, the City Council reviewed the Comprehensive Plan during a formal discussion in which the Council provided feedback and suggestions for inclusion in the plan; and

Whereas, this Ordinance proposes to amend all elements of the Comprehensive Plan and all associated maps, including the Future Land Use map; and

Whereas, Section 163.3184, Florida Statutes, governs the process for adoption and amendments of the Comprehensive Plan; and

Whereas, on September 24, 2026, the Planning and Zoning Board met as the Local Planning Agency during a public meeting and recommended that City Council [approve/approve with revisions/reject] the adoption of the amendments to the Comprehensive Plan as set forth in this Ordinance; and

Whereas, the two (2) public hearings to adopt this Ordinance amending the Comprehensive Plan were advertised consistent with section 163.3184(11), Florida Statutes; and

Whereas, the City Council of the City of Riviera Beach finds that amending the Comprehensive Plan as set forth in this Ordinance does not propose or adopt any restrictive or burdensome amendments to the existing Comprehensive Plan; and,

Whereas, the City Council of the City of Riviera Beach finds that amending the Comprehensive Plan as set forth in this Ordinance promotes the health, safety, economic opportunity, and general welfare of the residents of the City of Riviera Beach and serves a valid public purpose.

Now, therefore, be it ordained by the City Council of the City Of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The foregoing recitals are incorporated into this Ordinance by reference as true and correct findings of the City Council of the City of Riviera Beach and are deemed operative provisions of this Ordinance.

Section 2. The Comprehensive Plan, inclusive of its Map Series, is hereby amended and updated as shown in **Exhibit "A"**, which is attached hereto and made an operative part of this Ordinance.

Section 3. The City Council authorizes City staff to transmit this Ordinance to the state land planning agency and other applicable reviewing agencies after first public hearing for this Ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Pursuant to section 163.3184, Florida Statutes, the effective date of this Ordinance , if not timely challenged, shall be after the second public hearing and on the date the state land planning agency posts a notice of intent determining that this Ordinance is in compliance. If this Ordinance is timely challenged, or if the state land planning agency

issues a notice of intent determining that this Ordinance is not in compliance, the Ordinance shall become effective on the date the state land planning agency or the administration commission enters a final order determining this Ordinance to be in compliance.

Approved:

Douglas Lawson	**Bruce Guyton**
Mayor	**Chairperson**

Attest:

Glen Spiritis
Chair Pro Tem

Debrah Hall	**KaShamba Miller-Anderson**
City Clerk	**Councilperson**
Certified Municipal Clerk	

Shirley Lanier
Councilperson

Fercella Davis-Panier
Councilperson

1st Reading		**2nd & Final Reading**	
Motioned By:	_____	**Motioned By:**	_____
Seconded By:	_____	**Seconded By:**	_____
B. Guyton	____	**B. Guyton**	____
K. Miller-Anderson	____	**K. Miller-Anderson**	____
S. Lanier	____	**S. Lanier**	____
G. Spiritis	____	**G. Spiritis**	____
F. Davis-Panier	____	**F. Davis-Panier**	____

Reviewed as to Legal Sufficiency:

_____

Dawn S. Wynn
City Attorney

Date: _____

City of Riviera Beach Staff Report
Comprehensive Plan Update

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, adopting amendments to the Comprehensive Plan of the City of Riviera Beach, Florida, to implement necessary updates and revisions to the goals, objectives, and policies of the City's Comprehensive Plan, including an updated Map Series; providing for conflicts, severability, transmittal, and an effective date.

A. Applicant: This is a staff-initiated revision to the Comprehensive Plan.

B. Request: To update the City's Comprehensive Plan.

C. Location: The Comprehensive Plan is applicable citywide.

D. Background and Staff Analysis:

The State of Florida has established an integrated planning framework to ensure coordinated administration of policies addressing issues arising from growth and development. Chapter 163, Florida Statutes, requires all counties and municipalities to adopt a Comprehensive Plan to guide long-term land use, infrastructure, environmental protection, and community development decisions.

On August 12, 2022, the City Council approved Calvin Giordano & Associates (CGA) to lead the update of the Riviera Beach Comprehensive Plan, titled ***Riviera 2050 (formally Riviera2040)***.

Since spring 2023, the City has worked diligently to prepare a plan that is community-centered, data-informed, and reflective of current conditions and future needs.
A core objective of the planning process has been to encourage robust community participation and engagement to guide a shared vision for Riviera's future. Staff worked closely with residents, businesses, community organizations, and regional partners to ensure that the updated plan reflected local values, addressed key challenges, and supported the city's continued vitality.
Engagement efforts included formal public meetings, Planning and Zoning Board workshops, city-led and community-led events, and targeted outreach to key groups. To date, the City has conducted:

- Three citywide stakeholder meetings held at the visioning, draft language, and final

review of the Comprehensive draft language;

- Key staff member steering committee responsible for reviewing the Plan elements most relevant to their respective departments;
- A business community workshop;
- Three youth (young children, YEP teenagers, and middle school age children at JFK Middle School) workshops;
- One senior-focused session;
- Seven element specific workshops held during Planning and Zoning Board meetings;
- Three all staff engagement sessions;
- More than 20 pop-up and community events;
- Distribution of over 4,000 surveys in utility bill mailers and neighborhood specific outreach;
- A dedicated Comprehensive Plan website with over 1,600 visits;
- Three Neighborhood walk-throughs;
- Outreach through the Riviera Beach Magazine;
- News channel interview on local news channel;
- City Council workshop.

Throughout the process, community members were invited to review and comment on the draft Comprehensive Plan language. Community and stakeholder input was then combined with City staff feedback and best planning practices to produce a plan that reflects community priorities, incorporates current and emerging trends, responds to existing challenges, and updates or removes policies that no longer serve the City's needs.

The proposed Comprehensive Plan establishes guidelines, standards, and strategies for the City's physical, environmental, social, and fiscal development. It expresses the City's vision and values, guides future decision-making, and outlines implementation activities. The Plan is organized into Goals, Objectives, and Policies (GOPs), with supplemental Data and Analysis supporting each element.

The updated Comprehensive Plan integrates new statutory requirements and addresses evolving community needs while reaffirming Riviera Beach's commitment to sustainable land use, housing variety and choice, environmental protection, economic resilience, mobility, and a high quality of life for all who live and work in the City. It establishes guidelines, standards, and strategies for the City's physical, environmental, social, and fiscal development, expressing the City's vision and values, guiding future decision-making, and outlining implementation activities. Organized into Goals, Objectives, and Policies (GOPs), the Plan is supported by supplemental Data and Analysis for each element.

The Updates to the Plan

There are ten elements to the Comprehensive plan. Below shows the updates to the ten elements as well as introduces two new elements proposed for the plan. In addition, two existing elements have been renamed to better capture their role in plan. Below is a summary of the changes that have been made. In the attached documents, these changes are shown in strikethrough and underlined (Appendix

1-11).

A. *Future Land Use* – Refocused to support neighborhood-centered growth and the creation of livable communities. Emphasis on the CRA has been reduced, and redevelopment efforts now prioritize vulnerable neighborhoods.

A new land use is created, called "General Mixed Use", promoting mix use in some major corridors of the City. The "Office" land use has been eliminated and changed to the new "GMU" except for "office" use on West 25th Street and West 27th Street which have changed to "Single-Family Residential". In addition, some "commercial" uses are proposed to change to "GMU". Finally, some parcels near the Barack Obama Corridor have been changed from Downtown Mixed Use to Industrial. The FLU map is updated to illustrate these potential changes (see appendix 12 and below).

B. *Property Rights* – Combined with Future Land Use.

C. *Housing* – Strengthens strategies to increase homeownership; encourages a wider range of housing types; preserves and improves neighborhoods; and expands access to housing for all residents, including vulnerable populations. New language discourages gentrification and supports community-led revitalization.

D. *Infrastructure*- Improves readability and structure. Expands public education efforts, identifies methods to improve water quality and service delivery, and updates solid waste policies to align with current service practices.

E. *Transportation (newly Titled "Mobility")* – Transitions from a car-centric model to a people-centered, multimodal transportation network that supports various ways of reaching destinations. The plan requires the intentional planning of a mobility plan, vision zero, and safe streets planning in order to create/ encourage connected, safe, and efficient network.

F. *Recreation, and Open Space (newly Titled "Parks, Recreation, and Open Space")* – Identifies improvements to maintain and enhance public parks, expand recreational programming, and encourages trail connectivity and access.

G. *Coastal Management* – Enhances protection of Riviera Beach's coastline by establishing Adaptation Action Areas; strengthening shoreline protection policies and related programs; improving intergovernmental coordination to safeguard lives and property; and increasing resilience and adaptability through action plans and program development.

H. *Conservation* – Expands environmental education and strengthens policies related to air quality, natural habitats, wetlands, water quality, and fisheries. Integrates conservation efforts across local and regional planning initiatives.

I. *Capital Improvement* – Updates overarching goals, refines prioritization for capital projects, and clarifies language regarding private development contributions.

J. *Intergovernmental Coordination* – Updates agency and organization names for accuracy.

K. *Community Resources (New Optional Element)*- (Includes the required School Board Coordination) – This new element establishes policies for community-facing programs. All policies are newly developed to support and enhance existing City programming. Library policies have been moved from the Parks, Recreation, and Open Space Element into this section. The Community Resources Element provides a foundation for the City to be intentional and strategic in supporting multiple forms of education, human services, citywide communication, and community events.

L. *Economic Development (New Optional Element)* – Provides policies to strengthen the City's economic vitality through development of an action plan; support for small businesses; workforce training; business recruitment; and incentives for targeted industries.

M. The Map Series was also updated with 11 new maps (Appendix M1-M11).

Each Element in the Comprehensive Plan contains a series of goals, objectives and policies (GOPs) which serve as the framework for development, maintenance, stewardship, preservation, and growth of the City.

Staff Analysis

The updated Comprehensive Plan, *Riviera 2050,* represents a comprehensive, forward-looking framework that aligns the City's policies with current state requirements, community priorities, and best practices in planning and development. Staff analysis indicates the following key points:

1. The plan satisfies the requirements of Chapter 163, Florida Statutes, and related administrative rules, including an evaluation of all elements. It ensures the City maintains a legally compliant planning framework.
2. Outdated and redundant language has been revised or eliminated, creating a more concise, actionable, and readable plan. Updates reflect emerging trends and issues, such as climate resilience, housing affordability, multimodal transportation, and economic development strategies.
3. The plan incorporates extensive community engagement, including workshops, surveys, targeted stakeholder meetings, and public events. Staff analysis confirms that the revised plan reflects community input, addresses neighborhood needs, and prioritizes vulnerable populations and underserved areas.
4. Updates to the Coastal Management and Future Land Use elements integrate strategies for hazard mitigation, shoreline protection, Adaptation Action Areas, and climate adaptation. This strengthens the City's ability to respond to sea-level rise, flooding, and other coastal hazards while guiding sustainable redevelopment in high-risk areas.
5. The plan provides a coordinated approach across all elements, linking land use, transportation, housing, conservation, infrastructure, parks, and economic development. This integrated approach supports consistent decision-making, efficient use of resources, and alignment with regional and state planning initiatives.
6. The plan clearly identifies mechanisms for implementation, including Goals, Objectives, and Policies (GOPs), as well as supporting Data and Analysis. This

ensures that planning guidance can be effectively applied to City projects, development review, and capital improvement prioritization.

Conclusion:
Staff finds that the updated Comprehensive Plan meets statutory requirements, incorporates community priorities, modernizes outdated policies, and strengthens the City's resilience and sustainability framework. The revisions provide a strong foundation for guiding Riviera Beach's physical, environmental, social, and economic development over the coming decades.

E. **Recommendation:** City staff recommends that the Planning and Zoning Board, acting as the City's Local Planning Agency, recommend approval of these updates to the Comprehensive Plan to the City Council.

Introduction & Administration

I. EXECUTIVE SUMMARY

The City of Riviera Beach's new Comprehensive Plan, Riviera2040, serves as a forward-looking blueprint designed to guide responsible growth, protect community character, and enhance the quality of life for all residents. As Riviera Beach continues to grow and evolve, this plan provides a clear vision and policy framework to manage change in a way that supports economic opportunity, strengthens neighborhoods, preserves natural resources, and enhances public safety and resilience. By aligning land use, transportation, housing, infrastructure, and environmental goals, the Comprehensive Plan will help the City respond to emerging needs, support well-planned development, and safeguard the well-being of current and future residents. Through thoughtful planning and community-driven policies, Riviera Beach is preparing for a vibrant, sustainable, and resilient future.

The City's Comprehensive Plan, often referred to as the Comp Plan, is a legally binding document that guides decisions and investments affecting nearly every aspect of life in Riviera Beach. The State of Florida requires cities to update their plans every seven years, ensuring they remain relevant and responsive to changing conditions. The plan must include goals, objectives, and policies that address how land may be used and how public funds are invested in utilities, transportation systems, water and sewer infrastructure, parks, and other essential services. These goals, objectives, and policies have the authority to shape actions taken by government, private developers, businesses, and other stakeholders, ensuring coordinated, responsible, and future-focused growth throughout the community.

II. INTRODUCTION

The City of Riviera Beach has prepared this Comprehensive Plan in accordance with the Community Planning Act (Chapter 163 of the Florida Statutes) to guide the City's balanced and livable growth across social, economic, physical, and environmental dimensions. The plan establishes the City's vision, principles, standards, and strategies to ensure coordinated, sustainable, and well-planned development.

This updated plan is consistent with Section 163.3177, Florida Statutes. It incorporates current data and projected trends for each required element and includes a set of maps that illustrate how the elements align. The planning horizons are 10 and 20 years, while the Capital Improvements Element is reviewed annually to encourage the efficient use of public facilities. The plan also ensures consistency with the State Comprehensive Plan, the Treasure Coast

Regional Policy Plan, the comprehensive plans of surrounding municipalities, and the South Florida Water Management District.

A. Plan Elements

The Comprehensive Plan is comprised of twelve (12) elements, or chapters. The City is required by 163.3177(6) F.S. to include ten (10) of these elements. The Comprehensive plan strives to be more people centered and now includes additional optional elements, as indicated below:

1. Future Land Use (FLU)
2. Property Rights *(incorporated in FLU)*
3. Housing
4. Infrastructure (including Water, Sanitary Sewer, Stormwater Management, Solid Waste, Aquifer Recharge, and the 10 Year Water Supply Facilities Work Plan)
5. Transportation
6. Parks, Recreation, and Open Space
7. Coastal Management
8. Conservation
9. Capital Improvement
10. Intergovernmental Coordination
11. Community Services (includes the required School Board Coordination) (Optional)
12. Economic Development (Optional)

Each Element in the Comprehensive Plan contains a series of goals, objectives and policies (GOPs) which serve as the framework for development, maintenance, stewardship, preservation, and growth of the City.

B. Implementation and Enforcement of Regulations

The City's Municipal Code and Land Development Code are the primary implementation tools of the Comprehensive Plan and serve to carry out the desired general policies of the Plan. Both documents are required to be consistent with one another. Other identified Master and Actions plans are also used to implement policies in the document.

Procedures adopted by the City Council shall be used to enforce and administer this Comprehensive Plan. No change to plan boundary or regulation; no change to a zoning boundary or regulation; and no modification to Council requirements, special exceptions, variances, building permits, certificates of occupancy and use, or any other permits may be issued by staff, the Council,

or any other agency unless they comply with the provisions of the Comprehensive Plan.

Applications for zoning changes, special exceptions, or subdivision approvals which have been certified before the Plan's adoption are not considered inconsistent with the Comprehensive Plan. However, they must still comply with any land development regulations created or required under the adopted Plan.

Applications for zoning changes, special exceptions, or subdivision approvals not certified before the Plan's adoption shall be reviewed for consistency with this Comprehensive Plan as adopted.

C. Plan Interpretation

1. Administrative Interpretation - The City of Riviera Beach is responsible for administering this Comprehensive Plan in accordance with its goals, objectives and policies. Each department shall utilize parts of the plan relevant to its respective area of operation. In carrying out this responsibility, City staff may need to interpret the policies of the Comprehensive Plan as they apply to specific development projects or proposed public activities.

2. Competing Policies - When two or more policies conflict in a given situation, the conflict shall first be addressed through administrative interpretation of the Comprehensive Plan. The goal of such interpretation is to achieve the greatest possible consistency between the proposed development or public sector activity and the Comprehensive Plan as a whole.

D. Amendments to the Comprehensive Plan

The Comprehensive Plan is intended to serve as a living document with changes made as the City's vision shifts and goals are met in the future. The Plan is intended to guide the general development of the City by providing the framework for desirable future conditions and actions. Amendments to the Plan can be made pursuant to Chapter 163 F.S. Aside from the Future Land Use map designations, all amendments to the comprehensive plan shall be City-initiated.

There are two available processes to amend the Riviera Beach Comprehensive Plan when revisions are needed and appropriate. A small-scale future land use map amendment process, which is for properties that are 50 acres or less and

does not amend the text of the comprehensive plan, is available throughout the year targeted to smaller-scale projects and development. Larger map amendments and text amendments are received within an application window as part of a bi-annual update which includes several public meetings during which the amendments are considered. Text amendments require City- led initiation to pursue as part of the annual amendment cycle.

For all application types, the following standards shall apply to applications for amending the City of Riviera Beach Comprehensive Plan:

1. Whether the proposed amendment is consistent with all elements of the City's comprehensive plan;

2. Whether there exist changed conditions which require an amendment;

3. Whether the proposed amendment is in conformance with all applicable portions of the City's development code;

4. Whether and the extent to which the proposed amendment is inconsistent with existing and proposed land uses;

5. Whether and the extent to which the proposed amendment would exceed the capacity of public facilities, including but not limited to transportation, sewerage, water supply, parks, fire, police, drainage, schools, and emergency medical facilities;

6. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment;

7. Whether and the extent to which the proposed amendment would adversely affect property values in the area; and

8. Whether and the extent to which the proposed amendment would result in an orderly and logical development pattern, and the specific identification of any negative effects on such a pattern.

9. (*For Land Use Changes and Rezonings* adjacent to an existing residential neighborhood). Please develop a community benefits summary that details how the proposed project will satisfy Comprehensive Plan FLU Policy 2.11.5 which requires that a project to demonstrate a benefit to that neighborhood.

E. Evaluation and Appraisal of the Comprehensive Plan (EAR)

Pursuant to Section 163.3191, Florida Statutes, the City shall evaluate its Comprehensive Plan every seven years to determine whether amendments are needed to reflect changes in state requirements under Section 163.3177, F.S., as well as changes in local conditions since the previous update. The City will notify the state land planning agency of its determination. If the City concludes that amendments are necessary, it shall prepare and transmit the required amendments for review within one year, following the procedures established in Section 163.3184, F.S.

F. Public Participation

The City of Riviera Beach encourages all residents, businesses, and community stakeholders to participate in the Comprehensive Plan amendment process, recognizing that informed public involvement helps guide the City's long-term vision and growth. In preparing amendments to the Comprehensive Plan, the City follows the requirements of Florida Statutes Chapter 163, including Section 163.3184 for the standard amendment process and Section 163.3187 for small-scale amendments, as well as Florida Statutes Chapter 166, specifically Section 166.041, which governs municipal legislative procedures and public notice requirements. Together, these statutes establish the framework for announcing proposed amendments, conducting public hearings, and ensuring meaningful opportunities for public participation. While the statutes set the minimum standards for public notice, the City may choose to provide additional notification methods when appropriate to further support transparency and community engagement.

III. Vision and Guiding Principles

A vision for the City's future is important to guide the goals, objectives, and policies of the Comprehensive Plan. As part of ongoing public participation, the City has identified the concerns and focus-areas that residents, businesses, and other stakeholders have deemed important to the present and future of Riviera Beach. The City took inventory of such public input, and was able to formulate Guiding Principles that inform the policies within every element of the plan.

Guiding Principles:

- **Safety**
  - Elevate the importance of community safety in all neighborhood improvements.
  - Prioritize areas or neighborhoods with the greatest safety needs.

- **Neighborhoods**
  - Create opportunities for every resident to own and live in a safe home in the same neighborhood that can be passed down for generations.
  - Each neighborhood has a unique cultural identity and history emphasized in buildings, art and civic spaces.
- **Equity**
  - All community residents can benefit from new growth.
  - Every development decision should lead to a city with equal opportunities for those who live, work and recreate here.
- **Prosperity**
  - Spark a re-emergence of walkable commercial areas with dining, entertainment and other local businesses.
  - Through investment and infrastructure, existing commerce can thrive while new business is welcomed.
- **Resiliency**
  - Get ahead of environmental vulnerabilities to neighborhoods and infrastructure before changes occur.
  - Preserve the waters, natural areas and green spaces that make Riviera Beach great for future generations.
- **Livability**
  - Citywide recreation and entertainment opportunities and community services should be inclusive and accessible.
  - Intentionally improve person-by-person success by providing education, access and training for citizens of any age.

Riviera Beach Comprehensive Plan
DEFINITIONS

1) "Accessory Dwelling Unit" means a smaller, independent residential dwelling unit located on the same lot as a stand-alone single-family home. ADUs can be converted portions of existing homes (i.e., internal ADUs), additions to new or existing homes (i.e., attached ADUs), or new stand-alone accessory structures or converted portions of existing stand-alone accessory structures (i.e., detached ADUs).(*American Planning Association)*

2) "Adaptation Action Area" or "Adaptation Area" means a designation in the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure needs and adaptation planning.

3) "Assisted Living Facility" means a planned residential development that emphasizes social and recreational activities for the elderly where meals, personal care, and supervision of self-administered medication is provided.

4) "Affordable housing" means housing for which monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households or persons indicated in Section 420.0004, F.S.

5) "Amendment" means any action of a local government which has the effect of amending, adding to, deleting from or changing an adopted comprehensive plan element or map or map series, as contained in Part I – Goals, Objectives, and Policies). It shall not include: corrections, updates and modifications of the capital improvements element concerning costs, revenue sources, acceptance of facilities or facility construction dates consistent with the plan as provided in Subsection 163.3177(3)(b), F.S., and corrections, updates, or modifications of current costs in other elements, as provided in Subsection 163.3187(2), F.S., or data.

6) "Ancillary Plant" Facilities to support the educational program, such as warehouses, vehicle maintenance, garages, and administrative buildings.

7) "Acquisition" the process of acquiring land and property for public purposes, which can include both voluntary purchases and compulsory acquisitions through eminent domain for projects like infrastructure, parks, or other public uses.

8) "Arterial road" means a roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

9) " Areas of Particular Concerns "Backlog" as used in transportation, means an accumulation of traffic demand on a transportation facility that has yet to be satisfied through facility expansion, construction and other means.

10) "Beach" means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach," as used in the coastal management element requirements, is limited to oceanic and estuarine shorelines.

11) "Bicycle and pedestrian ways" means any road, path, or way which is open to bicycle travel and traffic afoot and from which motor vehicles are excluded.

12) "Bioretention" is a stormwater management practice that can achieve water quantity and quality goals through runoff reduction and pollutant removal. Pollutant removal is accomplished via settling, filtering, adsorption, and biological uptake. Bioretention systems typically have engineered underdrains.

13) "Blighted area" means an area in which there are a substantial number of slum, deteriorated, or deteriorating structures and conditions that lead to economic distress or endanger life or property by fire or other causes or one or more of the following factors that substantially impairs or arrests the sound growth of the City and is a menace to the public health, safety, morals, or welfare in its present conditions and use and can include one of the following: predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy accessibility, or usefulness; unsanitary or unsafe conditions; deterioration of site or other improvements; inadequate and outdated building density patterns; tax or special assessment delinquency exceeding the fair value of the land; inadequate transportation and parking facilities; and diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or an area in which there exists faulty or inadequate street layout; inadequate parking facilities; or roadways, bridges, or public transportation facilities incapable of handling the volume of traffic flow into or through the area either at present or following proposed construction.

14) "Capital budget" means the portion of the City's budget which reflects capital improvements scheduled for a fiscal year.

15) "Capital improvement" means physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally non-recurring and may require multi-year financing. For the purposes of this plan, physical assets which have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements or projects that costs more than $25,000.00.

16) "Capital Improvements Program (CIP)" refers to a program established by a city or county government and reviewed by its planning commission, which schedules permanent improvements, usually for a minimum of five years in the future, to fit the projected fiscal capability of the local jurisdiction. The program generally is reviewed annually, for conformance to and consistency with the general plan.

17) "Central Business District" also referred to as "Downtown" means a compact urban core area of a City that serves the primary center for economic activity in the jurisdiction.

18) "Clustering" means the grouping together of structures and infrastructure on a portion of a development site.

19) "Coastal high hazard areas" (also "high-hazard coastal areas") means the evacuation zone for a Category 1 hurricane as established in the Treasure Coast Regional Planning Council Regional Hurricane Evacuation Study.

20) "Coastal planning area" shall be the City's choosing when preparing and implementing all requirements of the coastal management element (except those requirements as related to hurricane evacuation, hazard mitigation, water quality, estuarine pollution, or estuarine environmental quality); however, this area must encompass all of the following where they occur with the local government's jurisdiction; water and submerged lands of oceanic water bodies or estuarine water bodies; shorelines adjacent to oceanic waters or estuaries; coastal barriers; living marine resources; marine wetlands; water-dependent facilities or water-related facilities on oceanic or estuarine waters; or public access facilities to oceanic beaches or estuarine shorelines; and all lands adjacent to such occurrences where development activities would impact the integrity or quality of the above.

21) "Coastal or shore protection structures" means shore-hardening structures, such as seawalls, bulkheads, revetments, rubble mound structures, groins, breakwaters, and aggregates of materials other than natural beach sand used for beach or shore protection and other structures which are intended to prevent erosion or protect other structures from wave and hydrodynamics including beach and dune restoration.

22) "Collector road" means a roadway providing service which is relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local roads and arterial roads.

23) "Commercial uses" means activities within land areas which are predominantly connected with the sale, rental, and distribution of products, or performance of services.

24) "Community Benefit" means

25) "Community Crime Prevention Through Environmental Design (CPTED)" means a multidisciplinary and collaborative design approach (between planners, law enforcement, engineers, designers, code enforcement, and community stakeholders) intended to foster positive social interactions and deter criminal behavior within communities. Proponents of CPTED argue that proper design, use, and management of the built environment leads to a reduction in the incidence and fear of crime, while improving community vitality and overall quality of life. (*American Planning Association*)

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27) "Community Park" means a park located near major roadways and designed to serve the needs of more than one neighborhood.

28) "Community Residential Home" means a dwelling unit that provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of an aged person, physically disabled or challenged, or developmentally disabled person.

29) "Community Redevelopment" means undertakings, activities, or projects of a City in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.

30) "Community Redevelopment area" means a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly, or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout, or a combination thereof which the City designates as appropriate for community redevelopment.

31) "Community Redevelopment Plan" means a plan, as it exists from time to time, for a community redevelopment area and musty be compatible with the municipality's Comprehensive Plan.

32) "Commuter tax incentives" refers to a set of policies and programs designed to encourage sustainable, efficient, and less congested commuting. These incentives typically offer tax benefits to both employees and employers to offset costs associated with public transit, ridesharing, or cycling, ultimately reducing reliance on single-occupancy vehicles.

33) “Compatibility” means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

34) “Composition” means the make-up of various land uses by types, extent, intensity, density, or otherwise, which are included in a development or land use category.

35) “Comprehensive Emergency Management Plan” means the plans prepared by the Palm Beach County Emergency Management Division addressing weather-related natural hazards and man-made disaster except nuclear power plant accidents and war. The plan covers hazard mitigation, emergency preparedness, emergency response, emergency recovery and hurricane evacuation.

36) “Concurrency” means that the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

37) “Concurrency management system” means the procedures and/or process that the local government will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

38) “Cone of influence” means an area around one or more major wellheads the boundary of which is determined by government agency having specific statutory authority to make such a determination based on groundwater travel or drawdown depth.

39) “Conservation uses” means activities or conditions within land areas designated for the purpose of conserving or protecting natural resources or environmental quality, including areas designated for such purposes as flood control, protection of quality and quantity of groundwater or surface water, floodplain management, commercially or recreationally valuable fish and shellfish, or protection of vegetative communities or wildlife habitats.

40) "Consumer Confidence Report" (CCR) specifically refers to the annual water quality report provided by a community's public water system.

41) “Core Facility” Those facilities which include the media center, cafeteria, toilet facilities, and circulation space of an educational campus.

42) “CRALLS’ means Constrained Roadway at Lower Level of Service. These are roadways (e.g., links and major intersections) which are not planned to be widened in terms of width, laneage, or geometrics that can accommodate traffic from density/intensity and location of land uses at the Generally-Adopted Level of Service.

43) “Currently available revenue sources” means an existing source and amount of revenue presently available to the local government. It does not include a local government’s present intent to increase the future level or amount of a revenue source which is contingent on ratification by public referendum.

44) "Degradation" refers to the decline in the quality of a city's built and natural environment due to human activities and development. This can be environmental, such as loss of green space, or physical, like the decay of infrastructure and buildings.

45) “Density” means an objective measurement of the number of units per net buildable site area.

46) “Deteriorated housing” means any units or structures suitable for rehabilitation but in need of major structural or aesthetic repair. This includes units with internal defects such as units lacking complete plumbing/kitchens, and units with external defects.

47) “Development controls” means standards in the Comprehensive Plan which control the development or use of land and which are in addition to the densities, intensities, and uses

assigned to land by the future land use map.

48) “Development order” means any order granting, denying, or granting with conditions an application for a development permit.

49) “Dilapidated housing” means any units or structures that do not provide adequate shelter and are beyond repair due to critical structural defects.

50) “District Schools” All District owned regular, elementary, middle, high schools, magnet and special educational facilities.

51) “Diversified housing” means a diversity in housing, both in terms of types, housing price, and tenure (includes rental and owner units).

52) “Downtown revitalization” means the physical and economic renewal of a central business district of a community as designated by local government and includes both downtown development and redevelopment.

53) “Drainage detention structure” means a structure designed to collect and temporarily stores stormwater for the purpose of treatment through physical, chemical, or biological processes with subsequent gradual release of the stormwater.

54) “Dredging” means a method for deepening streams, swamps, or coastal waters by removing solids from the bottom.

55) “Dune” means a mound or ridge of loose sediment, usually sand-sized sediments, lying landward of the beach and extending inland to the landward toe of the dune which intercepts the 100-year storm surge.

56) “Educational Plant Survey” A study of present educational and ancillary plants and the determination of future needs to provide and appropriate educational program and services for each student.

57) “Educational uses” means activities and facilities of public or private primary or secondary schools, vocational and technical schools, charter schools, and colleges and universities licensed by the Florida Department of Education, including the areas of buildings, campus open space, dormitories, recreational facilities or parking.

58) “Eco-tourism” means a nature-based tourism activity that focuses on the marketing of the environment, education of the natural resources and the experience of an unspoiled natural environment without the environment being threatened.

59) “Endangered plants” means species of plants native to the state that are in imminent danger of extinction within the state, the survival of which is unlikely if the causes of a decline in the number of plants continue, and includes all species determined to be endangered or threatened pursuant to the federal Endangered Species Act of 1973.

60) “Endangered species” means any species of fish and wildlife naturally occurring in Florida, whose prospects of survival are in jeopardy due to modification or loss of habitat; overutilization for commercial, sporting, scientific, or educational purposes; disease; predation; inadequacy of regulatory mechanisms; or other natural or manmade factors affecting its continued existence. (Chapter 372, F.S.)

61) “Ensure” or “insure” means to secure or guarantee.

62) <u>“Entrepreneurial programming” means structured initiatives, courses, or programs designed to provide</u>

aspiring and existing entrepreneurs with the skills, knowledge, and mindset needed to start and run a business.

63) "Environmentally sensitive lands" means areas of land or water which are determined necessary by the City, based on locally determined criteria, to conserve or protect natural habitats and ecological systems.

64) "Estuary" means a semi-enclosed coastal water body of water which has free connection to the open sea and within seawater is measurably diluted with freshwater.

65) "Estuarine waters" are areas where fresh water from rivers mixes with saltwater from the ocean, creating a brackish environment with fluctuating salinity. They are often located where rivers meet the sea and are characterized by tidal currents and mixing of fresh and saltwater.

66) "Evacuation routes" means roadways leading away from surge zones and flood prone areas to areas of safety. (Palm Beach County Emergency Management)

67) "Existing urban service area" means built-up areas where public facilities and services such as sewage treatment systems, roads, schools, and recreation areas are already in place.

68) "Fair share housing" means an equitable distribution of housing opportunities (e.g., types, tenure, price range) among jurisdictions countywide and/or regionwide (Treasure Coast Region).

69) "Flood plains" means areas inundated during a 100-year flood event or identified by the National Flood Insurance Program as an A Zone or V Zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

70) "Flood prone areas" means areas inundated during a 100-year flood event or areas identified by the National Flood Insurance Program as an A zone or V Zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

71) "Florida Inventory of School Houses (FISH)" The report of permanent school capacity. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on using a percentage of the number of existing satisfactory student stations and a designated size for each program according to s. 235.15, Florida Statutes. In Palm Beach County, permanent capacity does not include the use of relocatable classrooms (portables).

72) "Foster care facility" means a facility which houses foster residents and provides a family living environment for the residents, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents and serving either children or adult foster residents.

73) "Geographic Information Systems (GIS)" are Computer-based systems capable of managing, integrating, and displaying geographic and population data to reveal relationships, patterns, and trends.

74) "Goal" means the long-term end toward which programs or activities are ultimately directed.

75) "Group home" means a facility which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult congregate living facilities comparable in size to group homes are included in this definition. It shall not include rooming or boarding, clubs, fraternities, sororities, monasteries or converts, hotels, residential treatment facilities, nursing homes, or emergency shelters.

76) “Hazard mitigation” means any sustained action taken to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

77) “Hazardous waste” means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

78) “Historic resources” means all areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by a local government as historically, architecturally, or archaeologically significant.

79) “Household” means one or more persons, related or unrelated, living together in a single housing unit.

80) “House scale” refers to the size and footprint of the buildings, which are designed to be compatible with detached single-family homes. These house-scale buildings typically have small-to-medium-sized footprints and are similar to detached houses, even though they contain multiple units.

81) “Hurricane” means a tropical cyclone with sustained winds of at least 74 miles per hour which is generally accompanied by heavy rainfall, thunder, lightning, and tornadoes.

82) “Hurricane shelter” means a structure designated by local officials as a place of safe refuge during a storm or hurricane.

83) “Hurricane vulnerability zone” (also “areas subject to coastal flooding”) means the areas delineated by the regional or local hurricane evacuation plan as requiring evacuation. The hurricane vulnerability zone shall include areas requiring evacuation in the event of a 100-year storm or Category 3 storm event.

84) “Hydrogeologic model testing” refers to the validation of a groundwater model to ensure it accurately simulates the subsurface water system in a city. The testing process verifies the model's reliability before it is used to assess how urban development, such as new construction and changes to drainage, will affect groundwater resources and flood risk.

85) “Impervious” means through which water cannot penetrate, like a roof, road, sidewalk, or paved parking lot. The amount of impervious surface increases with development and establishes the need for drainage facilities to carry the increased runoff.

86) “impervious surface” means a hard surface area that significantly prevents or impedes the infiltration of water into the soil. Impervious surfaces include, but are not limited to, buildings, roofed structures, concrete or asphalt driveways and walkways, patios, decks with impervious surfaces, compacted gravel areas intended for parking or circulation, and other hard-surfaced areas.

87) “Industrial uses” means the activities within land areas predominantly connected with manufacturing, assembly, processing, or storage of products.

88) “Infrastructure” means those man-made structures which serve the common needs of the population, such as: sewage disposal systems, potable water systems, potable water wells serving a system; solid waste disposal sites or retention areas; stormwater systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwarks; revetments; causeways; causeways; marinas; navigation channels; bridges; and roadways.

89) “Intensity” means an objective measurement of the extent to which land may be developed or used,

including the consumption or use of the space above, on or below ground; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services.

90) "Inundation" means the rising of a body of water and its overflowing onto normally dry land.

91) "Level of service" means an indicator of the extent or degree of service provided by or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

92) "Livable community" means one in which is reflected in stable households, low crime, diverse economy, strong tax base, and complete community that accommodates people of all ages, physical conditions, and income.

93) "Living marine resources" means oceanic or estuarine plants or animals, such as mangroves, seagrasses, algae, coral reefs, and living marine habitat; fish, shellfish, crustacea and fisheries; and sea turtles and marine mammals.

94) "Local Mitigation Strategy" means a program that incorporates actions taken to reduce or eliminate the long-term risk to human life and property from natural and manmade hazards and their effects.

95) “Local road” means a roadway providing service which is relatively low traffic volume, short average trip length or minimal through traffic movements, and high-volume land access for abutting property.

96) “Long-term viability” means the ability of an entity, such as a company, system, or project, to continue to exist and succeed over an extended period.

97) “Low-income household” means a household whose total annual adjusted gross household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical areas (MSA). (Chapter 420, F.S.)

98) “Major trip generators or attractors” means concentrated areas of intense land use or activity that produces or attracts a significant number of local trip ends.

99) “Manufactured home” means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act. (Chapter 553, F.S.)

100) “Marine Development” refers to the design, engineering, and building of structures in or near water bodies. This includes the construction of coastal structures such as docks, piers, and wharves, as well as marine infrastructure like bridges, seawalls, and breakwaters.

101) “Marine habitat” means areas where living marine resources naturally occur, such as mangroves, seagrass beds, algal beds, salt marshes, transitional wetlands, marine wetlands, rocky shore communities, hard bottom communities, oyster bars or flats, mud flats, coral reefs, worm reefs, artificial reefs, offshore springs, nearshore mineral deposits, and offshore sand deposits.

102) “Marine wetlands” means areas with a water regime determined primarily by tides and the dominant vegetation is salt tolerant plant species including those species listed in Subsection 17-4.020(17) F.A.C., submerged Marine Species.

103) “Market rate” means the price at which a commodity is selling in the open market. (Webster’s Dictionary)

104) “Metropolitan Planning Organization (MPO) means the organization designated by the Governor as responsible together with the State for transportation planning in an urbanized area according to 23 U.S.C. Section 134. This organization is the forum for cooperative decision-making by principal elected officials of general local government.

105) “Micromobility” means Micromobility refers to small, low-speed vehicles intended for personal use and includes station-based bikeshare systems, dockless bikeshare systems, electric-assist bikeshare, and electric scooters.

106) “Minerals” means all solid minerals, including clay, gravel, phosphate rock, lime, shells (excluding live shellfish), stone, sand, heavy minerals, and any rare earths, which are contained in the soils or waters of the state.

107) “Missing Middle Housing” refers to a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes—located in a walkable neighborhood. The Missing Middle Housing types provide diverse housing options, such as duplexes, fourplexes, cottage courts, and multiplexes. These house-scale buildings fit seamlessly into existing residential neighborhoods and support walkability, locally serving retail, and public transportation options.

108) “Mobile home” means a structure, transportable in one or more sections, which is 8 body feet or

more in width and which is built on an integral chassis and designed to be used as a dwelling and when connected to the required utilities which includes the plumbing, heating, air-conditioning, and electrical systems. (Chapter 553, F.S.)

109) “Moderate income household” means a household whose total annual adjusted gross household income does not exceed 120 percent of the median annual adjusted gross income for households within the metropolitan statistical areas (MSA). (Chapter 420, F.S.)

110) “Multimodal Transportation” means a transportation system incorporates a variety of transportation modes (e.g., car, ships, bus, train, bicycle, pedestrian).

111) “Natural drainage features” means the naturally occurring features of an area which accommodate the flow of significant amounts of stormwater, such as streams, rivers, lakes, sloughs, floodplains and wetlands.

112) “Natural drainage flow” means the patterns of surface and storm water drainage through or from a particular site before the construction or installation of improvements or prior to regrading.

113) “Natural groundwater aquifer recharge areas” or “groundwater recharge areas” means areas contributing to or providing volumes of water which make a contribution to the storage or regional flow of an aquifer.

114) Needing revitalization,” neighborhoods in need of intentional efforts that are likely to lead to measurable increases in access to employment, living wage jobs, healthcare, supportive services, community amenities, transportation, quality and affordable housing stock.

115) "Needing rehabilitation" means a property needing to return to a state of utility through repair or alteration, that makes possible an efficient contemporary use while preserving those portions and features of the property and are significant to its architectural and cultural values.

116) “Needing stabilization” means the necessity of actions, policies, programs, and physical improvements designed to maintain, restore, or improve the social, physical, and economic health and safety of existing neighborhoods.

117) “Neighborhood enhancement” means the physical upgrading and improvement of locally defined neighborhoods thorough the preparation of a Neighborhood Enhancement Plan as described in Section 163.524, Florida Statutes.

118) “Neighborhood park” means a park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrian ways.

119) “Nonpoint source pollution” means pollution that is generated over a relatively wide area and may discharge into surface waters through storm drains. Nonpoint pollution includes stormwater runoff, leaking septic systems, and overboard waste from boats and ships.

120) “Objective” means a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

121) “Oceanic waters” means waters of the Atlantic Ocean excluding estuaries.

122) “Open spaces” means undeveloped lands suitable for passive recreation or conservation uses.

123) "*Pedestrian facility*" means the infrastructure and equipment that create a walking environment including sidewalks, curb ramps, traffic control devices, trails, walkways, crosswalks, paved shoulders, shared

use paths and other design features intended to provide for pedestrian travel.

124) "Permeable" means material (such as a soil or rock) that permits fluids (such as water) to pass through it in both directions.

125) "Pervious surface" means any surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, native vegetation areas, and permeable pavement.

126) "Point source pollution" means pollution that originates at a particular place, such as a sewage treatment plant, effluent outfall pipe or other discharge pipes into a water body. Point source pollution is generally the byproduct of a process such as wastewater treatment, manufacturing, or similar activities.

127) "Policy" means the way in which programs and activities are conducted to achieve an identified goal.

128) "Pollution" is the presence in the outdoor atmosphere, ground or water of any substances, contaminants, noise, or manmade or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

129) "Port facility" means harbor or shipping improvements used predominantly for commercial purposes including channels, turning basins, jetties, breakwaters, landings, wharves, docks, markets, structures, buildings, piers, storage facilities, plazas, anchorages, utilities, bridges, tunnels, roads, causeways, and all other property or facilities necessary or useful in connection with commercial shipping.

130) "Post-Disaster Recovery and Redevelopment" means segments of comprehensive emergency management planning which provide for short- and long-term replacement of structures, infrastructure, facilities, and services damaged or destroyed by a natural or technological disaster.

131) "Potable water facilities" means a system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.

132) "Potable water wellfield" means the site of one or more water wells which supply potable water for human consumption to water system which serves at least 15 service connections used by year-around residents or regularly serves at least 25 year-around residents.

133) "Public access" means the ability of the public to physically reach, enter or use recreation sites

including beaches and shores.

134) “Public buildings and grounds” means structures or lands that area owned, leased, or operated by a government entity, such as civic and community centers, hospitals, libraries, police stations, fire stations, and government administration buildings.

135) “Public School Concurrency Service Area” or “Concurrency Service Area” The specific geographic area adopted by local governments, within a school district, in which school concurrency is applied and determined when concurrency is applied on a less than district-wide basis.

136) “Public transit” means passenger services provided by public, private or non-profit entities, such as surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, and local fixed route bus.

137) "Rehabilitation" means the process of returning a property to a state of utility through repair or alteration, that makes possible an efficient contemporary use while preserving those portions and features of the property and are significant to its architectural and cultural values.

138) “Regional Park” means a park which is designed to serve two or more communities.

139) “Regional planning agency” means the agency designated by the state land planning agency to exercise responsibilities under law in a particular region of the state.

140) “Relocation housing” means those dwellings which are made available to families displaced by public programs, provided that such dwellings are decent, safe and sanitary and within the financial means of the families or individuals displaced.

141) “Resident population” means inhabitants counted in the same manner utilized by the United States Bureau of the Census, in the category of total population. Resident population does not include seasonal population.

142) “Residential uses” means activities within land areas used predominantly for housing.

143) “Revitalization” means the implementation of intentional efforts that are likely to lead to measurable increases in access to employment, living wage jobs, healthcare, supportive services, community amenities, transportation, quality and housing stock that is affordable to majority of community.

144) “Right-of-way” means land in which the state, a county, or a municipality owns the fee simple title or has an easement dedicated or required for a transportation or utility use.

145) “Roadway functional classification” means the assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads, and collector roads, which may be subcategorized into principal, major or minor levels.

146) “Sanitary sewer facilities” means structures or systems designed for the collection, transmission, treatment, or disposal of sewage and includes trunk mains, interceptors, treatment plants and disposal systems.

147) “Sanitary sewer interceptor” means a sewerage conduit which connects directly to, and transmits sewage to, a treatment plant.

148) “Sanitary sewer trunk line” means a sewerage conduit which connects directly to, and transmits sewage to, an interceptor.

149) “Seagrasses” means a flowering plant that lives underwater. Like land plants, seagrasses produce oxygen. The depth at which seagrasses are found is limited by water clarity because they require light to grow. They are important to ecosystems as they help maintain water clarity by trapping sediments, stabilizing the bottom with their root system, and providing nursery habitat for fish, shellfish and crustaceans.

150) “Seasonal population” means part-time inhabitants who utilize, or may be expected to utilize, public facilities and services, but are not residents. Seasonal population shall include tourists, migrant

farmworkers, and other short-term and long-term visitors.

151) “Slough” means a wetland which is characterized as a broad shallow channel, inundated with flowing water except during extreme droughts, that are the deepest drainageways within strand swamps and swale system.

152) “Slum area” means an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air sanitation, or open spaces; high density of population and overcrowding; the existence of conditions which endanger life or property by fire or other causes; or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals, or welfare.

153) “Smart Growth” is a broad concept that describes the change in community design from post-World War II development principles to development that better serves the economic, environmental and social needs of communities. The U.S. Environmental Protection Agency identified the following ten principles of smart growth. (1) Mix land uses (2) Take advantage of compact building design (3) Create a range of housing opportunities and choices (4) Create walkable neighborhoods (5) Foster distinctive, attractive communities with a strong sense of place (6) Preserve open space, farmland, natural beauty, and critical environmental areas (7) Strengthen and direct development toward existing communities (8) Provide a variety of transportation choices (9) Make development decisions predictable, fair, and cost effective (10) Encourage community and stakeholder collaboration in development decisions.

154) “Shoreline” or “shore” means the interface of land and water and, as used in the coastal management element requirements, is limited to oceanic and estuarine interfaces.

155) “Solid waste” means sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial mining, agricultural, or governmental operations.

156) “Solid waste facilities” means structure or systems designed for the collection, processing or disposal of solid wastes, including hazardous wastes, and includes transfer stations, processing plants, recycling plants, and disposal systems.

157) “Solid waste processing plant” means a facility for incineration, resource recovery, or recycling of solid waste prior to its final disposal.

158) “Solid waste transfer station” means a facility for temporary collection of solid waste prior to transport to a processing plant or to final disposal.

159) “Spoil” means sediments removed during dredging. Spoil may be deposited underwater or on islands created specifically for spoil disposal.

160) “Stabilization” means actions, policies, programs, and physical improvements designed to maintain, restore, or improve the social, physical, and economic health and safety of existing neighborhoods.

161) “Stakeholder” means individuals or businesses that have resided in the Community Redevelopment Area for 360 days prior to the adoption of the Redevelopment Plan.

162) “State land planning agency” means the Department of Community Affairs.

163) “Storm surge” means the rise in sea water level accompanying the approach of a hurricane. The extent of storm surge varies with the strength of the hurricane, coastal topography, and tides.

Storm surge effect is compounded by wind-driven wave action on top of the surge water level.

164) “Stormwater” means the flow of water which results from a rainfall event.

165) “Stormwater facilities” means manmade structures that are part of a stormwater management system designed to collect, convey, hold, divert, or discharge stormwater, and may include stormwater sewers, canals, detention facilities, and retention facilities.

166) “Stub street” means a short, dead-end street that terminates without connection to another street.

~~167)~~ “Substandard” means any units in structures with major structural or aesthetic defects, including both dilapidated or deteriorated conditions. “~~Suitability” means the degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or~~

~~development.~~

168) “Suitability” means the degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.
169) “Surficial potable well” refers to a shallow well that draws drinking water from the unconfined, near-surface aquifer system.
170) “Surficial recharge” means the replenishment of a shallow, unconfined aquifer with water from the surface. It is also known as "diffuse recharge" when precipitation soaks into the ground over a large area.
171) “Single-family home” means a single-family home or unit is one primary residence on a recorded piece of land. A single-family detached home is a stand-alone structure that does not share any walls with another housing unit. A duplex has two side-by-side units with a shared party wall. Duplexes are considered semidetached single-family units. Townhouses are considered attached single-family homes.
172) “Single-family detached” means one dwelling unit contained in a detached house building type.
173) “Single-family attached” means a building containing 3 or more dwelling units where each dwelling unit is separated vertically by a party wall.

174) “Threatened plants” means species native to the state that are in rapid decline in the number of plants within the state, but which have not so decreased in such number as to cause them to be endangered. (Chapter 581, F.S.)

175) “Threatened species” means any species of fish and wildlife naturally occurring in Florida, which may not be immediate danger of extinction, but which exits in such small populations as to become endangered if it is subjected to increased stress as a result of further modification of its environment. (Chapter 372, F.S.)

176) “Transportation corridor management” means the coordination of the planning of designated future transportation corridors with land use planning within and adjacent to the corridor to promote orderly growth, to meet the concurrency requirements, and to maintain the integrity of the corridor for transportation purposes.

177) “Transportation demand management” means strategies and techniques that can be used to increase the efficiency of the transportation system. Demand management focuses on ways of influencing the amount and demand for transportation by encouraging alternatives to the single-occupant automobile and by altering local peak hour travel demand.

These strategies and techniques may, among others, include: ridesharing programs, flexible work hours, telecommuting, shuttle services, and parking management.

178) “Transportation disadvantaged” means those individuals who because of physical or mental disability, income status, or age area unable to transport themselves or purchase transportation and are therefore dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities.
179) “A Transportation Master Plan” is a comprehensive and long-term planning document that provides the strategic framework to guide the enhancement, management, and investment in a city’s transportation infrastructure. It is a crucial tool for ensuring that the mobility network (which includes all modes of travel: walking, cycling, transit, auto, goods, and emergency vehicles) is aligned with broader community goals, sustainable development principles, and the needs of residents, businesses, and visitors.

180) “Transportation system management” means improving roads, intersections, and other related facilities to make the existing transportation system operate more efficiently. Transportation system management techniques include demand management strategies, incident management strategies, and other actions that increase the operating efficiency of the existing system.

181) Transient Accommodations means lodging or short-term stay facilities where people do not reside permanently. These are typically intended for visitors, tourists, or temporary residents.

182) “Urban area” means an area of or for development characterized by social, economic, and institutional activities which are predominantly based on the manufacture, production, distribution, or provision of goods and services in a setting which typically includes residential and nonresidential development uses other than those which are characteristic of rural areas.

183) “Urban infill” means the development of vacant parcels in otherwise built-up areas where public facilities such as sewer systems, roads, schools, and recreation areas are already in place.

184) “Urban redevelopment” means the demolition and reconstruction or substantial renovation of existing buildings or infrastructure within urban infill areas or existing urban service areas.

185) “Vegetative communities” means ecological communities, such as coastal strands, oak hammocks, and cypress swamps, which are classified based on the presence of certain soils, vegetation and animals.

186) “Very low-income household” means a household whose total annual adjusted gross household income does not exceed 50 percent of the median annual adjusted gross income for households within the metropolitan statistical areas (MSA). (Chapter 420, F.S.)

187) “Vested Rights” means ownership of land prior to the promulgation of environmental laws concerning their protection does not constitute vested rights “de facto.” The vested rights must be documented by the issuance of permits prior to the promulgation of regulations protecting and limiting use of the property.

188) “Vision” means a description of the intended future physical appearance and qualities of the City.

189) “Wastewater” means water contaminated with the byproducts of domestic, commercial, agricultural, and industrial uses.

190) “Water-dependent uses” means activities which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for: waterborne transportation including ports or marinas; recreation,; electrical generating facilities; or water supply.

191) “Water recharge areas” means land or water areas through which groundwater is replenished.

192) “Water-related uses” means activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses.

193) “Water wells” means wells excavated, drilled, dug, or driven for the supply of industrial, agricultural, or potable water for general public consumption.

194) “Wetlands” means land where the water table is usually at or near the surface. Some wetlands contain water year-around; others may remain relatively dry for months, becoming moist only during periods of heavy rain. Wetlands are vital habitats for many species of plants and animals; they are protected by local, state, and federal regulations.

195) “Working Waterfront” **means** an area or structure on, over, or adjacent to navigable waters that provides access to the water and is used for water-dependent commercial, industrial, or governmental activities, including commercial and recreational fishing; tourism; aquaculture; boat and ship building, repair, and services; seafood processing and sales; transportation; shipping; marine construction; and military activities.

196) “Xeriscape” means landscape using drought tolerant species to conserve water.

FUTURE LAND USE ELEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction

Riviera Beach is a city in motion, growing and evolving as it builds vibrant, complete communities that reflect the diverse needs of all residents. The Land Use Element serves as the foundation for guiding future growth and development in a way that promotes balance, sustainability, and inclusivity.

As the city continues to evolve, thoughtful land use planning is essential to ensure that neighborhoods are well-connected, economically resilient, and environmentally responsible. This section focuses on achieving a harmonious balance among residential, commercial, industrial, recreational, and public spaces, all working together to enhance the city's vitality and livability.

Today, Riviera Beach is placing a renewed focus on its neighborhoods, recognizing that thriving communities are the foundation of a high quality of life. This means encouraging reinvestment in existing areas, encouraging mixed-use development, walkable environments, preserving green spaces, access to parks and open space, and enhancing access to essential services. By integrating thoughtful design with strategic planning, the city aims to enhance quality of life, strengthen community identity, and foster equitable opportunities for all who call Riviera Beach home.

This neighborhood-focused approach reflects a commitment to thoughtful design, sustainable development, and inclusive opportunities that allow all residents to thrive. Through balanced land use decisions and coordinated investment, Riviera Beach aims to strengthen community identity, promote local pride, and ensure every neighborhood offers a safe, vibrant, and fulfilling place to live, work, and play.

FLU GOAL 1: The City strives to be a complete community by creating the best livable spaces that foster a high quality of life and long-term livability for all residents.

FLU Objective 1.1: Promote a vibrant and resource-efficient community that supports active living, offers housing options for people at all stages of life, and ensures convenient access to the services needed for daily life.

FLU Policy 1.1.1: Encourage development that integrates residential, commercial, and recreational uses within walkable neighborhoods to reduce reliance on automobiles, promote active living, and create complete communities.

FLU Policy 1.1.2: Support development and redevelopment practices that maximize resource efficiency—such as energy, water, and land use—while enhancing livability and access to daily services.

FLU Policy 1.1.3: Promote planning and design that ensures neighborhoods provide safe, convenient, and accessible routes to housing, parks, services, and employment opportunities, fostering healthy lifestyles and vibrant public spaces.

FLU GOAL 2: The land use plan, using the 10 and 20 year planning horizons, shall direct and manage the type, distribution, density and intensity of development and redevelopment in order to:

1. Protect the public health, safety, and general welfare;

2. Protect and enhance the character and livability of neighborhoods;

3. Protect and increase the quality of resources and amenities;

4. Assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand;

5. Support a healthy growing economy that supports the city and its residents.

~~*In the short term (5 year) and long term (10 year) planning horizons of this Comprehensive Plan, it will be the City's initiative to protect and enhance the residential, commercial, industrial and natural resource areas of Riviera Beach.*~~

FLU OBJECTIVE ~~1~~2.~~8~~1: Future Land Use Categories

The City shall continue to ensure that its land development regulations are consistent with and further the provisions of the Comprehensive Plan and shall incorporate densities and intensities of Future Land Use Categories into the Land Development Code.

FLU Policy ~~1~~2.~~8~~1.1: The Future Land Use Map designations shall include the following land use categories, densities and intensities, which shall be implemented through land development regulations. The City shall take the necessary actions to implement the categories in accordance with criteria described below:

Maximum Intensity/Density for Land Use Categories

Future Land Use Category		Floor Area Ratios	Density (units/acre)	Compatible Zone Districts
Single-Family Residential				
	Standard	-	Up to 6	RS-5, RS-6, RS-8, RD-15 , R-PUD
Low Density Multiple Family Residential				
	Standard	-	Up to 10 units/acre	RS-6, RS-8, RML-12, RD-15, DR
Medium Density Multiple Family Residential				
	standard	-	Up to 15 units/acre	RML-12, RM- 15, RMH-15, DR
High Density Multiple Family Residential				
	Standard	1.3	Up to 17 units/acres	RM-20, RMH-20
	MEAHOP	0-5.0	Up to 20 units/acre	
Resort Hotel				
	Standard	-	Hotel- 30 ~~40~~ suites/ 60 rooms) per acre; Condominium- 17 units/acre	RH, RM-20, RMH-20
	MEAHOP	-	Hotel- 40 suites or 80 rooms per acre Condominium - 20 units/acre	

Commercial

Future Land Use Category		Floor Area Ratios	Density (units/acre)	Compatible Zone Districts
Commercial				
	Standard	1.4	-	CN, CG, C-PUD
Working Waterfront				
	Standard	1.15	-	CM, DM
Downtown Mixed Use				
	Standard	2.0 -	-	DC, DG, DI, DR, DM. Prohibited: RS-5, RS-6, RS-8

MEAHOP Incentive	5.0	-	IHC-PUD
General Mixed Use			
Standard	2.0	15 units/acre	RML-12, RM-15 CG, CN CF, Civic PUD*, RMH- 15 * Including any new zoning districts identified for GMU in the LDC. Prohibited: RM-20, RMH-20, RS-5, RS-6, RS-8, RD-15, IG, IL **Note (1)**
~~Office~~	~~1.0~~	~~15 units/acre~~	

Industrial

Future Land Use Category	Floor Area Ratios	Density (units/acre)	Compatible Zone Districts
General Industrial			
Standard	1.15	-	IG, IL,SLIO, TLI, I-PUD
Industrial Transition Area			
Standard	1.15	-	SLIO, TLI
Port			
Standard	As agreed upon with agreement with the Port of Palm Beach.	As agreed upon with agreement with the Port of Palm Beach.	DM, IG, IL

Public Related

Future Land Use Category	Floor Area Ratios	Density (units/acre)	Compatible Zone Districts
Community Facilities			
Standard	2.0* **Note (1)**	-	CF, Civic PUD* **Note (1)**
*Recreational			

	Standard	0.6	-	RG, CF,
Utilities				
	Standard	0.8	-	U
Special Preservation				
	Standard	0.0	Lands with judicially determined vested rights to alter or develop submerged lands will be assigned 1 unit/20 acres, with additional residential density allowed only to the extent necessary to effectuate the judicially determined vested right.-	SP
Note (1) Only Civic PUDs are permitted a FAR up to 2.0.				

FLU Objective 2.2: Future Land Use Categories – Descriptions [Moved from 1.8.1]

Establish and maintain a balanced pattern of land uses that supports a high quality of life, promotes orderly growth, and ensures compatibility among residential, commercial, industrial, recreational, and civic areas.

~~The Future Land Use Map designations shall include the following land use categories, densities and intensities, which shall be implemented through land development regulations. The City shall take the necessary actions to implement the categories in accordance with criteria described below:~~

FLU Policy 2.2.1: Residential District Land Use

The City shall designate and regulate Residential Districts as areas primarily intended for housing and neighborhood-supporting uses. Permitted uses may include a variety of house types that include single-family homes, multifamily homes, townhomes, manufactured housing, and mobile home parks, consistent with the Land Development Regulations. Limited community and civic uses such as parks, schools, and governmental facilities may be allowed when designed to maintain compatibility with the residential character of the district. The City shall encourage the development of accessory dwelling units (ADUs) in single-family

residential areas to increase the supply of affordable rental housing for extremely-low-, very-low-, low-, and moderate-income households.

~~There are five residential land-use categories, which include predominantly single-family and multiple family uses. Institutional uses such as parks, and other governmental facilities are appropriate, subject to criteria to ensure compatibility with the residential character. Manufactured housing and mobile home parks are allowed within this use in accordance with Land Development Regulations.~~

1. *Single-Family Residential:* Residential one-family detached or attached structures. Accessory dwelling units (ADUs) in single-family districts to increase affordable rental housing for extremely-low, very-low, low, and moderate-income households. Up to 6 units per acre; implemented through the RS-5 zoning district.

2. *Low Density Multiple Family Residential:* ~~Up to 10 units per acres:~~ This category is intended to provide for mixed low-density type residential development, allowing up to 10 dwelling units per acre. Development in this category should preserve neighborhood scale and character while offering a range of housing options to meet community needs. It will be implemented through the RS-8, RS-6, and RD-15 two-family districts; within the CRA, this category will be implemented through the exclusive use of the Downtown Zoning Districts. This designation supports a variety of house scale housing types limited in scale such as:
    - Single family detached
    - Townhomes
    - Duplexes
    - Cottage-style homes
    - Other house-scale residential forms that maintain a low-density character.

3. *Medium Density Multiple Family Residential:* ~~Up to 15 units per acre: A medium density category that includes hotels as special exceptions.~~ This category is intended to provide for mixed medium-density type residential structures, allowing for up to 15 dwelling units per acre. This designation supports a mix of housing types that serve as a buffer between low-density residential areas and more urban, high-intensity developments, fostering both housing variety and efficient use of land. It will be implemented by the RML-12, RM- 15 and RMH-15; within the CRA, this category will be implemented through the exclusive use of the Downtown Zoning Districts. Appropriate residential development within this category may include, but is not limited to:

    - Townhouses and rowhouses
    - Duplexes, triplexes, and fourplexes
    - Cottage courts and clustered residential developments

- Low-rise multifamily residential buildings, including garden apartments and other multiplex housing
- Mobile homes, subject to approval through the special exception process in accordance with the Land Development Code (LDC).

4. *High Density Multiple Family Residential:* ~~Up to 20 units per acre:~~ This is the highest density category~~ available when the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is used; otherwise, 17 units per acre without the MEAHOP provision.~~ with capabilities of 17 units per acre. This category is ideal for areas with access to transit, employment centers, and community amenities. Development should be designed to enhance walkability, support neighborhood connectivity, and maintain a human-scale character. It will be implemented by the RM-20 and RMH-20 districts; within the CRA, this category will be implemented through the exclusive use of the Downtown Zoning Districts.

A. The maximum floor area ratio is 1.3.
B. Additional units are available when the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is used.
C. Mobile homes, subject to approval through the special exception process in accordance with the Land Development Code (LDC).

5. *Resort Hotel:* ~~Up to 40 suites per acre:~~ This land use category is primarily resort commercial in character and is intended to promote resort and tourism-related activities. ~~The highest density available is 40 suites (80 rooms) per acre, when the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is used, otherwise the density shall be 30 suites (60 rooms) per acre.~~ This category is restricted to the areas between the two municipal beaches located on Singer Island east of A1A.~~ A special Resort Hotel zoning district allowing resort/hotels/timeshares of up to 30 suites (60 rooms) per acre (40 suites, 80 rooms/acre with MEAHOP) with an accessory restaurant and accessory retail shall be adopted for a section of the Singer Island beachfront east of A1A between the two (2) public beaches.~~

A. The Resort Hotel zoning district shall be used for this area to allow hotels, motels, resorts and timeshares with accessory restaurant and retail uses.
B. The base density permitted under this category is 30 suites (60 rooms) per acre.
    i. When the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP) bonus provision is applied, the maximum density may increase to 40 suites (80 rooms) per acre.

C. Condominiums may also be permitted under this category at a density of 17 dwelling units per acre, or up to 20 dwelling units per acre if the MEAHOP bonus provision is applied ~~used~~.

Supporting Neighborhood & Civic Uses: In all residential districts, parks, schools, small neighborhood-serving shops and retail (where appropriate), municipal facilities and other community uses may be allowed, provided they maintain the residential character of the district.

FLU Policy 2.2.2 Commerce Districts

The City shall have areas that are primarily non-residential and support a diverse mix of commercial, office, and institutional activities that promote economic vitality and provide essential community services. These districts are intended principally to accommodate employment, commercial, and public uses, while integrating complementary activities that advance accessibility, support sustainable development, and strengthen the City's economic vitality.

1. *Commercial*: The Commercial District is intended to accommodate a broad range of commercial activities that serve both residents and visitors while providing employment opportunities. The permitted uses may include, but are not limited to, offices; personal and business services; retail establishments; commercial and business services; transient accommodations; and, where appropriate, residential uses are integrated with commercial development. A range of zoning districts from a commercial neighborhood district (CN) to general commercial districts. (CG) shall implement this land use category.

A. These areas shall be developed as follows:

1) Residential uses are secondary to the primary use of commercial.
2) The maximum floor area ratio is 1.4.

~~Office: A transitional category, intended to encourage office development along corridors and in commercial centers, which also permits multifamily housing and low intensity commercial uses. Implemented through the OP Zoning district, density is limited to 15 units/acre. Use intensity is moderate, and shall vary depending on adjacent uses. The maximum impervious area shall be 75%. Height standards shall relate to adjacent uses, being more restrictive in proximity to single-family land use areas, as described in the Land Development Code.~~

~~Commercial: Uses predominantly connected with the sale, rental or consumption of products, or performances of professional or non-professional services. The maximum impervious area shall be 70%.~~

2. *Downtown Mixed Use:* Downtown lands serve as the heart of the City; therefore, they feature the most intense commercial and office space allowances, combined with an encouragement of vertically integrated mixed-use development. The permitted uses vary widely and include but is not limited to retail, commercial, residential, restaurant, entertainment, civic, parks, marinas, and boardwalks.

A. These areas shall be developed:

1) To allow net residential densities of up to 17 dwelling units per acre.
2) Development projects which provide Affordable Housing using the MEAHOP incentive may be allowed at net residential densities of up to 20 dwelling units per acre.
3) The development intensity shall not exceed a floor area ratio of 2.0 or 5.0 when MEAHOP incentive is used for IHC-PUDs.
4) Development projects which provide Missing Middle housing types may be allowed at net residential densities of up to 20 dwelling units per acre.
5) Development projects which provide a community benefit may be allowed at net residential densities of up to 20 dwelling units per acre
6) Low density residential land uses are discouraged.

~~Downtown Mixed Use: The Downtown Mixed Use category provides for a wide range of uses including retail, commercial, residential, restaurant, entertainment, civic, parks, marinas, and boardwalks. The Land Development Regulations will ensure compatibility between the wide ranges of uses desirable in a successful downtown environment through the exclusive use of the Downtown Zoning Districts, which will:~~
~~1) Establish a vibrant, mixed-use regional waterfront destination around Bicentennial Park and the Riviera Beach Marina;~~
~~2) Allow for intense mixed-use development along the Broadway corridor in the core of the downtown area;~~
~~3) Allow for less intense mixed-use development along the Avenue E corridor;~~
~~4) Provide for harmonious transitions in building scale and use between the predominantly single-family residential neighborhoods and mixed-use corridors;~~
~~5) Ensure existing access and views of the Intercoastal waterway are retained and increased; and~~
~~6) Ensure the street network is maintained and enhanced.~~

B. The City will continue to update the Land Development Code and will ensure compatibility between the wide ranges of uses desirable in a successful downtown environment through the exclusive use of the Downtown Districts, which will:

1) Establish a vibrant, mixed-use regional waterfront destination around Bicentennial Park and the Riviera Beach Marina.

2) Allow for intense mixed-use development along the Broadway corridor in the core of the downtown area.

3) Allow for less intense mixed-use development along the Avenue E corridor.

4) Provide for harmonious transitions in building scale and use between the predominantly single-family residential neighborhoods and mixed-use corridors.

5) Ensure existing access and views of the Intercoastal waterway are retained and increased.

6) Ensure the street network is maintained and enhanced.

C. *Additional Densities and Intensities:* For projects with the Inlet-Harbor Center planned unit development (IHC-PUD) zoning district classification which utilize the MEAHOP bonus, maximum densities and intensities may be exceeded due to the provision and/or contribution of Affordable Housing in accordance with Section 26-7 of the LDR.

3. *General Mixed Use***.** The General Mixed-Use category is intended for smaller mixed-use commercial centers outside of the downtown mixed use. Development in these areas should be pedestrian and transit friendly and encourage vertically and horizontally integrated mix of uses, though at lower intensities than what is permitted in the Downtown Mixed Use land use category. Ideal developments include local businesses and Missing Middle Housing products.

A. The Land Development Code will be amended in 2027 to create new General Mixed Use Zoning Districts standards which shall:

1) Establish a mixed-use zone that promotes buildings that are compatible with adjacent residential areas through building height transitions, step-backs, massing, and context-sensitive design.
2) Require non-residential uses that provide amenities and services accommodating day-to-day needs of nearby residents, employees, and neighborhoods, such as neighborhood retail, services, offices, and community-oriented uses.

3) Create development sites that further connect the street and pedestrian network to encourage walkability between non-residential uses and residential neighborhoods.

4) Encourage walkable streets, public spaces, and active ground-floor uses along primary streets and pedestrian-oriented frontages in vertical mixed-use buildings.
5) Allow net residential densities of up to 15 units per acre and intensities with a maximum floor area ratio of 2.0.
6) Provide for a blend of uses and building types along major corridors or redevelopment nodes and provide amenities and services to nearby neighborhoods.

7) Allow changes to zoning classifications that support mixed-use development while prohibiting changes incompatible with nearby low-density residential areas and maintaining appropriate transitions in use, scale, and intensity.
8) Prohibit changes to zoning classifications that are listed as prohibited in the table.

4. *Working Waterfront:* Working Waterfront land is vital to the City's coastal economy, maritime cultures, and public access to navigable waters. This land use category is established to protect, enhance, and promote properties that provide access to, or directly support, water-dependent and water-related commercial, industrial, recreational, and governmental activities.

A. Primary components and activities include:

1) *Commercial Uses:* Includes water-dependent and water-related enterprises such as commercial fishing, aquaculture, seafood processing and sales, and marine transport operations.
2) *Industrial Uses:* Encompasses boat and ship building, vessel repair and maintenance, and other marine manufacturing or service industries integral to waterfront commerce.
3) *Recreational and Public Access:* Includes marinas, boat ramps, docks, waterfront parks, and museums that provide or enhance public access to navigable waters for recreational boating, fishing, institutional facilities, and related activities.
4) *Governmental and Research Uses:* Supports facilities used for marine research, coastal management, public safety, national defense, and environmental protection.
5) *Support Infrastructure*: Includes piers, hoists, lifts, bulkheads, fueling stations, boat storage, and similar facilities necessary to sustain water-dependent operations.

6) Transitions between working waterfront properties and existing residential streets will be managed using transitional/flexible spaces as set forth in FLU Policy 2.3.5.
7) Marina siting should be based on upland, shoreline and in-water characteristics, as well as submerged land ownership.

~~**Working Waterfront:** Commercial fishing, vessel construction and repair, marine-related repair and construction, marine commerce, research, services and sales, marine related defense industry and related manufacturing and support services, inside and outside boat storage, and related uses including boat ramps, marinas, and waterfront restaurants. The City will continually promote policies to encourage businesses (and those that service them) requiring deep water access. Transitions between working waterfront properties and existing residential streets will be managed using transitional/flexible spaces as set forth in Policy 1.3.5.~~

~~Marina siting should be based on upland, shoreline and in-water characteristics, as well as submerged land ownership.~~

FLU Policy 2.2.3: Industrial ~~and Related Uses~~

Industrial lands are designated for manufacturing, warehousing, and distribution facilities. Industrial areas support a spectrum of activities, from light, low-impact operations compatible with nearby residential neighborhoods to heavy, high-intensity uses situated in areas where potential impacts on surrounding communities are minimized.

1. *General Industrial.* General industrial shall allow industrial uses that provide opportunities for the retention and expansion of economic activities associated with manufacturing, processing or assembly plants and their support enterprises for warehouse, storage, distribution, research and development. Permitted uses include both the Limited Industrial district (light manufacturing, automotive uses, construction firms, wholesaling, etc.) to General Industrial districts which include heavier manufacturing and petroleum storage. Within the CRA, this category shall be implemented through the exclusive use of the Downtown Industrial zoning district.

Development shall:

A. Have a maximum Floor Area Ratio (FAR) of 1.15.
B. Continue to prohibit mining. ~~Mining shall continue to be prohibited. The City shall amend the IG zoning district to reflect these changes by 2010~~.

Bio-science: The City will increase its efforts to facilitate development of the bio-science industry within the general industrial land use category.

2. *Industrial Transition Areas.* This district shall function as a transitional area between industrial and residential neighborhoods. Development within the district shall incorporate local-serving amenities such as small-scale retail, cafés, childcare facilities, open spaces, or other community-oriented services and shall be designed to ensure compatibility with adjacent non-industrial uses. The district shall provide local services and amenities along the frontages between neighborhoods and industrial zones to create a compatible transition in land use and scale.

3. *Port:* Uses related to the Port of Palm Beach cruise and cargo ships. This Land Use is assigned to property within the Port of Palm Beach District only.

FLU Policy 2.2.4. Public Related Uses

The City shall ensure that public-related uses including but not limited to municipal services, community facilities, educational, health, civic, recreational, utility, and infrastructure uses are sited and designed in a manner that promotes access, efficient service delivery, land use compatibility, and sustainability for all.

1. *Community Facilities*: Public, institutional, and civic uses that provide essential services and functions to residents and the community. Community Facilities uses may be owned, operated, leased, managed, or otherwise provided by a federal, state, regional, county, or local governmental entity; or through an interlocal agreement, public-private partnership, operating agreement, or other governmental arrangement authorized by law. These include schools, municipal, state, and federal government uses. Implemented by the CF Zoning District and Civic PUD. If a special exception is granted for a Civic PUD, an floor area ratio of up to 2.0 is permitted.

2. *Recreation:* ~~Public parks and selected commercial recreation uses including commercial uses with parks subjected to City review and control. It will be implemented through the RO district.~~ Recreational use is any land on which the primary use is recreational in nature. This includes public/private open space; public/private parks; public and commercial recreation uses; public beach or water access.

3. *Utilities*: ~~Municipal water and sewer, electrical and communications uses. It will be implemented through the U District, although utilities may be allowed elsewhere per the Land Development Code.~~

The Utility land use category consists of lands and facilities used for public or private infrastructure systems that provide essential services to the community. Permitted uses include the physical sites, buildings, and structures needed to support water, sewer, power, communications, and

similar systems.

Such uses may include, but are not limited to, water supply and wastewater facilities, public works garages or storage yards, electric power substations, communications stations, storage warehouses, and other public or semi-public infrastructure uses, as well as ancillary non-residential uses that directly support these operations.

4. *Special Preservation.* Special Preservation areas are designated conservation areas intended to protect, preserve, and maintain environmentally sensitive natural resources and ecological functions, including mangroves, wetlands, and special estuarine bottomlands (e.g., submerged lands). ~~Mangrove, wetlands and special estuarine bottomlands. These~~

Mangroves, wetlands, and special estuarine bottomlands area are protected by federal, State, and local agencies involved in wetlands preservation, dredge and fill permitting, and other hydrological modifications. It is the expressed policy objective of the City to preclude development of submerged lands and other environmentally sensitive resources within Special Preservation areas, except as specifically permitted by this section and to the maximum extent permissible by law.

Permitted Limited Uses:

(1). Pursuant to Ordinance Number 4178 and for clarity, floating structures used exclusively for residential purposes and private mooring facilities for such structures are not allowed unless such facilities/structures comply with and have obtained all applicable permits and approvals pursuant to all local, state, and federal, proprietary, safety, environmental, and pollution control, laws, rules, and regulations, and where such residential floating structures are moored in no less than four (4) feet of water measured at mean-low tide. The allowable density for floating structures used exclusively for residential purposes shall be one structure per parcel[1]. Such facilities and structures shall be reviewed through the special exception process, subject to submission of a complete application demonstrating compliance with the applicable requirements, standards, and criteria set forth in the LDC.

(2) It is ~~further~~ the policy of the City to oppose any application for dredge or fill permits pending before applicable State or Federal

[1] The parcel boundaries in existence on the date this policy was adopted shall be used to calculate permissible densities for floating structures/live-aboard vessels.

agencies for lands in the Special Preservation area. This policy objective shall not be construed nor implemented to impair or preclude judicially determined vested rights to develop or alter submerged lands. For properties found to have judicially determined vested rights to develop or alter submerged lands, a density of one unit per 20 acres will be assigned to said property with additional residential density allowable only to the extent necessary to effectuate the judicially determined vested right. Properties within the Special Preservation future land use category that have been developed or altered based on a judicially determined vested right to develop or alter submerged lands may be considered for partial or complete redesignation to another future land use category based on consideration of the property's changed characteristics. Development undertaken pursuant to a judicial determination of vested rights shall protect environmental resources on the remaining property and on adjacent properties to the maximum extent possible as set in the LDC.

(3) Private residential fishing or viewing platforms and docks for non-motorized boats may be permitted subject to the following regulations:

i. Platforms and docks shall not extend outward past the mean low water line.
ii. Construction must be fully achievable from an on-shore location.
iii. Permits must first be obtained from DEP and/or all other applicable regulatory agencies and must be contingent on obtaining local permits from the City of Riviera Beach.

~~By 2010, t~~The City shall adopt Land Development regulations addressing the use of the bottomlands for purposes listed above and which are compatible with the City's preservation policies 3.1.5 and 3.3.5 contained in the Conservation Element, which mandates no loss of natural shoreline bordering the estuary on Singer Island.

FLU Policy ~~1~~2.~~8~~2.~~2~~5: ~~By 2011,~~ t~~T~~he City will review and revise the Land Development Code and other code provisions including, but not limited to zoning, subdivision control, sign controls, landscaping, lot width, litter, vacant lot maintenance, and floodplain protection to assure their compatibility with the intent of this plan. A provision shall be adopted whereby annual business license renewals are granted only if required landscaping is adequately maintained.

FLU Policy ~~1~~2.~~8~~2.~~3~~6: The Land Development Code shall continue to include special buffer requirements for all industrial properties that abut residential districts and all multifamily residential development that abuts single family. This shall include landscaping on the lower intensity side of any walls.

FLU Policy 2.2.7: The City shall require development to provide analyses or studies for all impacts of future development to existing services and infrastructure systems, in the form of cost/benefit analyses if requested by the Planning and Zoning Board and assign the cost if needed infrastructure improvements to allow new development(s) to provide for their appropriate share.

FLU Policy 2.2.8: The City shall update the Future Land Use Map and future land use categories to include an Industrial Transition land use overlay that includes opportunities for non-industrial uses to serve local neighborhoods and including design guidelines for new development if adjacent to unlike land uses.

FLU Policy 2.2.9: The permitting of accessory dwelling units in single-family residential areas shall be encouraged to increase the availability of affordable rentals for extremely-low-income, very-low-income, low-income, or moderate-income persons.

FLU OBJECTIVE ~~1~~2.~~3~~3: Incompatible Land Uses

The City shall continue to take/support actions which reduce uses which are inconsistent or incompatible with the future land use map and City's adopted objectives, measured by the following policies:

FLU Policy ~~1~~2.3.1: ~~By 2010,~~ ~~t~~The development code shall be reviewed and revised to eliminate any potentially incompatible land uses including non-conforming uses within zoning districts, and to contain updated land development regulations.

FLU Policy ~~1~~2.3.2: As part of the above review, the City shall continue to assess the adequacy of the non-residential zoning districts ~~provisions~~ list of uses and standards in terms of their ability to protect adjacent housing from existing and future incompatible uses.

FLU Policy 12.3.3: The LDC shall be reviewed and revised to eliminate incompatible uses, and to this end by 2010 the revisions to the adopted Redevelopment Plan shall include an assessment and prioritization of the reduction of such uses which would be inconsistent with new redevelopment.

FLU Policy 12.3.4: The City Council will work with the Town of Lake Park to use rezoning and code enforcement to mitigate the impacts of incompatible land uses on the north side of Silver Beach Road.

FLU Policy ~~1~~2.3.5: In the case of the residential and non-residential land use designations located along the same streets within the CRA, the Land Development Code will include criteria that ensures compatible transitions between uses and building scale, including regulating building orientation, vehicular access, landscaping, and using mixed-use buildings to shield incompatible uses from the street.

FLU Policy 12.3.6: Existing water dependent uses (i.e., uses that cannot exist or occur without ocean or estuarine association) shall be maintained through compatible zoning policies.

FLU Policy 2.3.7: The City shall complete master planning and studies of the Blue Heron Boulevard corridor (FLUM Subarea 5) to create a vision of how residential areas may transition to a mixed use corridor primarily supporting Commercial and Community Facilities/Utilities as described in the FLUM and Redevelopment Plan and to avoid further possibility of incompatible uses.

FLU Policy 2.3.8: The Planning and Zoning Board shall consider design standards and criteria for recommending approval to a land use change for a non-residential use encroaching into residential areas only if those criteria are met.

FLU Policy 2.3.9: The Planning Department shall evaluate the use list for Future Land Use districts and the Land Development Code for non-residential zones, specifically in or around industrial or business parks with industrial or commercial zoning adjacent to residential zones, to diversify uses to include businesses that serve the local neighborhoods. For Future Land Use districts these include:

1. Downtown Mixed Use.
2. General Mixed Use.
3. Working Waterfront.
4. Industrial.

FLU Policy 2.3.10: The City shall review and analyze the following factors to assess the compatibility of allowable residential uses within a residential zoning:

1. The future land use designation of the subject parcel and adjacent parcels, compliance with the uses, densities, and intensities permitted under the applicable future land use designations.

2. The development potential of the subject property, including the maximum residential density and intensity permitted under the applicable future land use designation.

3. The extent to which the project significantly furthers the Goals, Objectives, and Policies of the Housing and Land Use Elements of the Comprehensive Plan;

4. The physical integration of the proposed development and its relationship to the broader neighborhood and community, including its scale and transition to surrounding properties.

5. The overall quality, character, scale, and appearance of the proposed development, including building height, bulk, mass, and intensity.

6. The potential impacts of the proposed development on the natural environment and the community's overall environmental resilience, including the protection of natural resources, environmentally sensitive lands, and natural systems that provide flood storage, drainage, and flood protection functions. Consideration shall also be given to the development's potential effects on the community's vulnerability to existing and projected environmental hazards, including flooding and sea-level rise.

7. The capacity and adequacy of existing and planned infrastructure and public facilities to accommodate the proposed development, including transportation networks, potable

water, wastewater, stormwater management and drainage systems, parks, and emergency services. Consideration shall be given to the potential impacts of the proposed development on existing infrastructure capacity and service levels, including whether the development may exacerbate flooding, drainage deficiencies, or infrastructure deficiencies on adjacent properties or within the surrounding community; and

FLU OBJECTIVE 2.4: Context-based Built Environment

The City shall evaluate changes to the built environment based on their scale, massing, height, and compatibility with the future downtown and waterfront areas.

FLU Policy 2.4.1: The City shall not approve projects that create abrupt changes in the built environment.

FLU Policy 2.4.2: Upon completion and acceptance of the Building Height and Massing Study, the City shall initiate amendments, as appropriate, to the Future Land Use Element, Future Land Use Map, Land Development Code, zoning districts, and related development regulations to implement the study's recommendations.

FLU Policy 2.4.3: The Building Height and Massing Study shall serve as the primary policy basis for establishing building height, massing, and transition standards within the downtown, waterfront, and mixed-use areas. The City shall utilize the study's findings and recommendations when preparing amendments to the Future Land Use Element, Future Land Use Map, Land Development Code, zoning districts, and related development regulations.

FLU Policy ~~1.2.20~~2.4.4: ~~In order to ensure the development pattern illustrated in the adopted Redevelopment Plan is achieved, the Land Development Regulations will be amended in 2010 to create new~~ Downtown Zoning Districts shall be updated as needed to ~~which~~ ensure the downtown built environment reflects the following concepts:

1. Regulate building form to ensure a predictable development pattern, enhance the public realm, and create a pedestrian-friendly, sustainable downtown area;

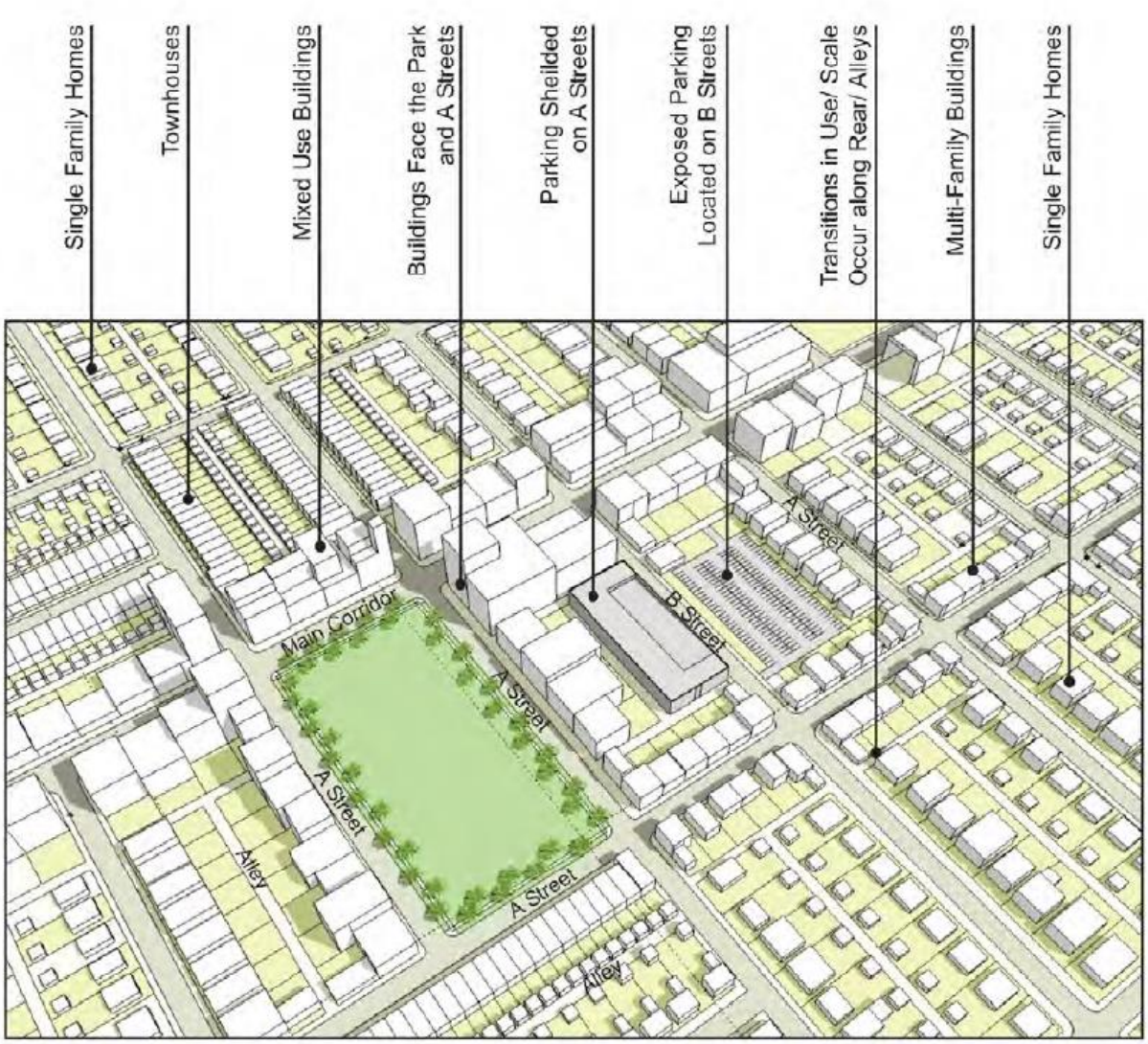
2. Establish a system of primary and secondary street designations, whereby buildings are oriented to primary streets to create superior pedestrian environments, with service functions such as parking and loading being accommodated along secondary streets; and

3. ~~Use~~ Emphasize a transect-based strategy, which organizes building scale and uses to ensure harmonious transitions in intensity by locating buildings of similar height and massing containing compatible uses facing one another on a given street, with changes in scale and intensity occur in a back-to-back configuration or along alleys as described in Figure FLU-A.

4. Complete a built form analysis study as stated in this Element to analyze building character, height, and constraints of downtown and waterfront areas to approve

development projects based on scale, height and context in neighborhoods and commercial districts.

Figure FLU-A: Transect



The Transect demonstrates how diverse buildings and uses can be compatibly arranged. The highest intensity area, comprised of tall, attached buildings containing a mix of uses, is located along the main corridor and around the center. In this example, the center is shown as a park; however, the center of downtown could be the intersection of two major thoroughfares, a civic building, or business district. Building scale and intensity gradually decrease moving from the center toward the edge of downtown, ultimately becoming predominantly single-family neighborhoods. In order to properly transition among the various building types and uses, the following general guidelines shall be followed:

1) *Similar buildings should face across streets; changes in uses and/or building scale should generally occur along rear or side property lines;*
2) *Buildings are oriented toward primary streets (denoted as "A Street");*

3) *Parking and service functions are accommodated by alleys or along secondary streets (denoted as "B Street).*

~~OBJECTIVE 1.10: Water and Sewer System Land Needs~~

~~*The City shall monitor the status of and continue to coordinate its Utility District Capital Improvement Plans with the Land Development Code to insure adequate provision of water and sewer facilities.*~~

FLU OBJECTIVE 2.5: Landscaping and Site Design

Through development and site plan regulations, the City shall incorporate techniques to incentivize additional landscaping regulations in areas that do not meet current standards for landscaping, street trees, and open or green spaces while maintaining access, parking, and neighborhood character.

FLU Policy 2.5.1: The City shall amend the land development regulations to incentivize major developments that replace or restore existing landscaping with more appropriate trees and other vegetation in planting areas integrated into site plans to conserve water, provide for native plants and increase storm and flood resistance.

FLU Policy 2.5.2: The City shall, through development review procedures and development regulations, encourage site and landscape plans with appropriate accessibility and security through Crime Prevention and Environmental Design (CPTED) principles.

FLU Policy 2.5.3: Development and redevelopment projects should include a diversity of site features, landscape design styles, and site other amenities, including abundant tree canopy, diversity in plant materials, and civic open space, that will continue to make the City's commercial areas and corridors competitive with other retail and office centers in the State and region.

FLU OBJECTIVE ~~1.7~~2.6: Innovative Land Development

The City shall continue to develop and encourage utilization of innovative land regulations and zoning districts, including PUD, mixed-use development, and new urbanist approaches.

FLU Policy ~~1.7.1~~2.6.1: The City shall ~~continue its review~~ of existing Planned Unit Development (PUD) Districts and establish new mixed use districts to allow for greater flexibility and creativity for development in the City. ~~determine if adjustments to the PUD code are necessary. To date, the City has made revisions to minimum lot areas within PUDs, and in the future will create/adopt additional districts with Land Use designations as necessary.~~

FLU Policy ~~1.7.2~~2.6.2: The City shall review existing Floor Area Ratios (FAR's) and make adjustments as needed to facilitate innovative development.

FLU Policy ~~1.7.3~~2.6.3: The City shall incorporate crime prevention through environmental design (CPTED) into the review of all development projects. Furthermore, the City will incorporate the

most innovative CPTED policies within future revisions to the land development code. CPTED Principles may include:

1. Natural and Mechanical Surveillance.
2. Definition of Boundaries and Territories.
3. Natural Access Control.
4. Maintenance.
5. Enforcing and Supporting Activities.

FLU Policy 2.6.4: The City shall explore the use of alternative development regulation tools (FAR, form-based codes, overlays) along Blue Heron Boulevard to stimulate private investment, support vibrant retail and commercial activity, and foster a more livable and visually attractive environment.

FLU OBJECTIVE ~~1.6~~2.7: Annexation

The City shall continue to identify and annex pockets and enclaves, east of the City's western limits, to create a unified, compact pattern of municipal development and efficiency of utility service delivery.

FLU Policy ~~1.6.1~~2.7.1: The City will continue to annex enclaves within its municipal boundaries in accordance with its interlocal agreement with Palm Beach County (Resolution 98-01: Designating the Future Annexation Boundaries of the City of Riviera Beach).

FLU Policy ~~1.6.2~~2.7.2: The City will continue to annex enclaves within its municipal boundaries for the purposes of economies of scale as relates to the provision of utility services.

FLU Policy 2.7.3: The City shall continue to prioritize Industrial lands for annexation by coordinating with Palm Bech County on Municipal Future Annexation planning and mapping and ensuring such areas are identified on city maps and in interlocal agreements.

FLU OBJECTIVE ~~1.1~~2.8: Public Facilities and Availability of Services

The City shall continue to ensure that all development and redevelopment is coordinated with the availability of facilities and services. ~~, and is compatible with soil conditions and topography.~~

FLU Policy ~~1.1.1~~2.8.1: As new development occurs within the City, continue to use the development code to require a tie-in to the sanitary sewer and public water systems.

FLU Policy ~~1.1.2~~2.8.2: The City shall continue to supply water and sewer to new developments that occur in areas yet to be annexed and subject to receipt of a petition for voluntary annexation. If the property is contiguous, it shall be annexed prior to connection to the City's water and sewer system; otherwise, the property shall be annexed when the development becomes contiguous.

FLU Policy ~~1.1.3~~2.8.3: The City shall continue to use the flood plain provisions of the Land Development Code to assure new development at topographic elevations sufficient to minimize flood impact.

FLU Policy ~~1.1.4~~2.8.4: Periodically review all development codes to determine needed refinements relative to on-site drainage, open-space and parking lot design standards.

FLU Policy ~~1.1.5~~2.8.5: The City shall continue to use the adopted Concurrency Management System, contained in "Article X of the Land Development Code and to ensure that public facilities are in place concurrent with the impacts of any development, and levels of service continue to be maintained.

~~**Policy 1.1.6:** The City will encourage the use of water conserving appliances in order to reduce the per capita consumption of potable water and the increased use of energy efficient appliances to reduce energy consumption and the carbon footprint of the City through public information campaigns.~~

FLU OBJECTIVE ~~1.12~~2.9: School Siting

In Coordination with the Interlocal Agreement executed with The Palm Beach County School Board, the City has made, and will continue to make, every effort to provide sufficient land on the Future Land Use Map and within the City's Zoning code in proximity to residential development to meet the projected needs for schools. This Objective shall be made measurable by the City's satisfactorily meeting the School Board and its own implementing policies regarding concurrency, which guide the location of all private, public, and charter educational facilities.

FLU Policy ~~1.12.1~~2.9.1: Public, Private, and Charter schools shall be allowed in the Community Facility land use category in the Future Land Use Element.

FLU Policy ~~1.12.2~~2.9.2: The City shall ensure that proposed school sites will be compatible with present and projected use of adjacent property.

FLU Policy ~~1.12.3~~2.9.3: All proposed school sites shall be located away from industrial uses, major arterial roadways, railroads, airports, seaports, and similar land uses to avoid noise, odors, dust, and traffic impacts and hazards.

FLU Policy ~~1.12.4~~2.9.4: The City shall –- in conjunction with the Interlocal Agreement with Palm Beach County -- continue to coordinate with the Palm Beach County School Board to maintain the historical character of existing schools and to ensure their use as public facilities for use as community facilities during off-peak hours.

FLU Policy ~~1.12.5~~2.9.5: The City shall –- in conjunction with the Interlocal Agreement with Palm Beach County -- coordinate with the Palm Beach County School Board to plan and establish future school sites throughout the City; ensure adequate lands proximate to urban residential areas, and to collocate public facilities, such as parks, libraries, and community centers, with schools to the extent possible.

FLU Policy ~~1.12.6~~2.9.6: ~~By August 2010,~~ ~~t~~The City shall adopt Land Development Regulations to include criteria for school siting.

FLU OBJECTIVE ~~1.4~~2.10: Natural Resources

Development activities shall ensure protection of natural resources, and the city shall continue to enforce the Land Development Code and amend if necessary to assure adequate protection of natural resources and environmentally sensitive land; particularly mangroves, significant estuarine bottomlands, wetlands, the beach and wellfields.

FLU Policy ~~1.4.1~~2.10.1: In order to achieve protection of the natural Singer Island lakefront habitat (particularly mangroves, adjacent wetlands and significant estuarine bottomlands) the City shall continue to enforce the Wetlands Preservation Ordinance and shall continue to pursue public acquisition of submerged lands.

FLU Policy ~~1.4.2~~2.10.2: The City has adopted and shall continue to enforce the Palm Beach County Wellfield Protection Ordinance, and ~~by 2010~~ amend the Land Development Code to prohibit any uses within wellhead protection areas which would be detrimental. In the interim the City shall continue to review any uses at time of development request, for compliance with the City/County Wellfield Protection Ordinance, and in conjunction with the Policy 1.7 of the Infrastructure Element and Objective 4.1, Policies 4.1.8 and 4.1.9 of the Conservation Element.

FLU Policy ~~1.4.3~~2.10.3: The City shall continue to implement the predominant use of native vegetation through the Land Development Code.

FLU OBJECTIVE ~~1.9~~2.11: Livable Communities and Neighborhood ~~Community~~ Enhancement

The City shall direct its efforts to enhance the community and improve quality of life, focusing on programs to 1.) Stabilize neighborhoods and reduce land use conflicts, ~~and~~ 2.) Enhance the identity of Riviera Beach's neighborhoods as high-quality livable areas by planning for neighborhood-specific issues and initiatives, and 3) ~~to~~ improve the appearance of major corridors.

The City shall ~~continue its~~ establish a Neighborhood Enhancement Strategy through the multi-departmental, and multi-disciplinary approach developed in 2004 and coordinated with strategic neighborhood planning processes such as ~~the~~ Neighborhood Sector Plans, ~~Weed and Seed programming, the Community Revitalization Teams (CRTs),~~ and the Unsafe Building Ordinance.

FLU Policy 2.11.1: The City shall perform a study similar to the Avenue E Streetscape project to implement a streetscape design framework throughout the city, based on the following parameters:

Sidewalks and Pedestrian Walkways	Map the sidewalk and pedestrian network based on pedestrian and bicycle context and activity. Establish minimum sidewalk widths for areas outside the Downtown Zone Districts corresponding zones in Ch. 31 Zoning of the land development code: • Low use: 4 feet • Medium use: 6 feet • High use: 8-10 feet
Streetscape and Character	Create streets design guidelines based on future building use and character that designate how ground treatments and building frontages respond to context. Include standards for: • Paving materials • Building façade treatments (e.g. materials, glass/transparency, brick, vines)

	• Benches • Street trees • Landscape and planter areas
Parking and Orientation	Incorporate city parking standards to incorporate parallel, perpendicular or angled parking, location of bulb-outs, and spacing of trees and planters between parking stalls
Public Art and Murals	Incorporate a public art or mural program into streetscape standards based on context of the typical street section

FLU Policy ~~1.9.1~~2.11.2: The City shall continue streetscape and neighborhood identity efforts along its distinct "nodes" and "gateways", and will continue with implementation of the following projects:

- Decorative lighting on the Blue Heron Bridge
- Blue Heron Boulevard/SRA1A beautification
- Maintenance of all landscaping on City's entrance ways
- Creation of a map of neighborhood identity and gateway signs to express local character and city entry points

FLU Policy ~~1.9.2~~2.11.3: The City~~, in 2005,~~ adopted a Neighborhood Sector Plan, which addresses the stabilization and revitalization of City neighborhoods. The City ~~has and~~ will continue to update and implement the recommendations of the plans by identifying and funding the recommended improvements in the City's Capital Improvements Plan.

FLU Policy 2.11.4: The City shall incorporate new welcoming gateway signage criteria into capital projects planning to ensure new signs are located at the appropriate municipal boundary to indicate a cognitive entrance to the community and shall be adjusted if the boundaries change.

FLU Policy ~~1.9.3~~2.11.5: Land Use and zoning requests that increase density or intensity in/or adjacent to residential neighborhoods shall be required to demonstrate a benefit to that neighborhood including but not limited to participating to the City's Community Benefits Program.

FLU Policy ~~1.9.4~~2.11.6: Commercial and other non-residential uses adjacent to residential neighborhoods shall not be expanded into those areas unless such uses do not diminish or degrade the residential character of the neighborhood. (See Objective 1.3, Incompatible Land Uses ~~and Policy 1.3.7 on commercial/residential neighborhoods adjacent to each another~~).

FLU Policy ~~1.9.5~~2.11.7: ~~By 2010, t~~The City shall initiate a program to identify and map those non-conforming uses which are not compatible with residential areas, or residential uses that are not compatible with the Future Land Use Map or existing zoning, and not in conformance with the Comprehensive Plan, and develop a strategy through its Land Development Code (with incentives or other means) to replace the uses or encourage adaptive re-use of those structures.

FLU Policy 2.11.8: The City shall build on its cultural heritage and promote its identity by creating a neighborhood signage program with identifying logos, brands, and maps that locate cultural or recreation centers. The City shall implement this by utilizing Public Works Department maps and

by installing wayfinding signage, neighborhood welcome signs, and banners, murals or other visual cues that help boost neighborhood identity and heritage.

FLU Policy 2.11.9: Ensure land use outcomes provide for healthy neighborhoods including easy accessibility to food, eliminating food deserts, enabling locally determined needs for goods and services, and creating amenities that encourage physical activity.

FLU Policy 2.11.10: Encourage the location of grocery stores, farmers markets, and community food gardens to support access to healthful food for all areas where people live, including promotion of resources that encourage urban agriculture opportunities, including community and home gardens.

FLU OBJECTIVE 2.12: Strategic Land Acquisition

FLU Policy 2.12.1: The City, in cooperation with partner agencies, should identify and acquire lands that will further strategic redevelopment goals. Such acquisitions should:

- Create places for civic and community gathering
- Enhance public safety
- Beautify neighborhoods
- Catalyze investment
- Improve infrastructure
- Provide housing opportunities as identified in the Housing Element and Housing Action Plan.

FLU Policy 2.12.2: Create a map of strategic lands targeted for long-term acquisition. Land selection should consider the following:

- Neighborhood core locations that favor projects that promote walkable, urban redevelopment opportunities
- Palm Beach County Housing and Community Development Target Areas (see Housing Element)
- Florida Federally Designated Targeted Area Map (see Housing Element)
- City neighborhood areas with higher rates of vacant or underutilized land, exceeding 20% vacancy.

FLU OBJECTIVE ~~1.11~~2.13: Historic Preservation

FLU Policy ~~1.11.1~~2.13.1: The City (as well as within the CRA Redevelopment Area) shall assess all structures citywide to determine if any properties are of historic significance. If any significant structures are found, the City's planning staff shall establish restoration standards and review procedures consistent with ~~the Department of the Interior~~ standards for renovation as determined by the City's Development Services Department.

FLU OBJECTIVE ~~1.2~~2.14: Redevelopment

~~*By 2010, the City shall reconsider revisions to the adopted Community Redevelopment Plan (CRA) by addressing issues and market conditions that have arisen since plan implementation was initiated.*~~

The City prioritizes neighborhood-level redevelopment initiatives through neighborhood planning that embodies locally serving policies and investment strategies while continuing to support the implementation of the adopted Community Redevelopment Agency (CRA) Plan.

FLU Policy 2.14.1: The City shall support approval of redevelopment projects if such projects demonstrate positive impacts to the City's economic base and improvements to the neighborhood in which the redeveloped land is located.

~~**Policy 1.2.1:** The City and the CRA will revise the adopted 2001 Redevelopment Plan which shall be designed to change the image of the Riviera Beach community redevelopment area from a depressed district suffering from loss of residential and business vitality into one respected for community purpose and pride, and to reshape the City into a desirable place to live, work, shop, and visit, with special places, events, and experiences, not available anywhere else in the Lake Worth Lagoon Area. Updated plans and policies will review, re-consider and/or modify the following components of the adopted 2001 Redevelopment Plan:~~

- ~~Utility Conditions & Redevelopment/Infrastructure Costs~~
- ~~Roadway Improvements~~
- ~~Density/Intensity of Proposed Waterfront Projects~~
- ~~Recreation/Open Space Downtown CRA Projects~~
- ~~Circulation and Public Parking~~
- ~~Circulation and Dedicated ROWs for Public Transit, Pedestrians and Bikeways~~
- ~~The loss of eminent domain as a redevelopment tool~~

FLU Policy ~~1.2.2~~2.14.2: By way of the ~~new~~ redevelopment plan, the City will begin to expedite the phasing out of all dilapidated housing within the Community Redevelopment Area utilizing CRA TIF funding, ~~the Community Response Team (CRT)~~, Unsafe Building Ordinance, and Code Enforcement staff to insure decent, safe, sound, sanitary housing for all residents of the community redevelopment area.

~~**Policy 1.2.3:** By 2010 the revisions to the adopted Redevelopment Plan will address streamlining the review process between the CRA and City that simplifies and expedites the ability to implement the redevelopment plan for both residents and developers alike, and is economically feasible.~~

FLU Policy ~~1.2.4~~2.14.3: ~~By 2010 the revisions to the~~ The adopted Redevelopment Plan shall provide a mix of land uses that will create an environment conducive to development.

~~**Policy 1.2.5:** By 2010 the revisions to the adopted Redevelopment Plan shall provide for improved public access, beach visibility, improved image and uses to promote family activities for residents and visitors alike at the Riviera Beach (Ocean Mall) area of Singer Island. This will be accomplished through the redevelopment of the Ocean Mall and the construction of the adopted 2008 "Municipal Beach Plan".~~

~~**Policy 1.2.6:** By 2010 the revisions to the adopted Land Development Regulations will include design controls for all public and private development within the community redevelopment area. These controls will provide for a unique image and character with setbacks, height, parking, architectural elements/building facades, landscaping, and materials that ensure design excellence and quality in development projects.~~

FLU Policy ~~1.2.7~~2.14.4: ~~To the maximum extent possible, the revisions to the adopted~~ Revisions to the Redevelopment Plan shall ~~provide for~~ create an active pedestrian and bicycle circulation environment linking the major neighborhoods within the community redevelopment area and stimulating continuity of the circulation system outside the community redevelopment area to existing neighborhoods and local area amenities by including maps or diagrams to illustrate potential improvements.

FLU Policy ~~1.2.8~~2.14.5: ~~The revisions to the~~ Updates to the adopted Redevelopment Plan shall promote the creation of a public transportation system capable of providing convenient access to neighborhoods, parks, beaches, schools and commercial activities within and adjacent to the community redevelopment area.

~~**Policy 1.2.9:** In the revisions to the adopted Redevelopment Plan the City shall include design principles that support development that attempt to meet Leadership in Energy and Environmental Design (LEED) Standards.~~

FLU Policy 2.14.6: The City shall update the 2008 Municipal Beach Plan to improve public access, beach visibility, to improve image and land use mix, and to promote family activities for residents and visitors alike at the Riviera Beach (Ocean Mall) area of Singer Island.

~~**Policy 1.2.10:** The revisions to the adopted Redevelopment Plan shall provide the opportunity for every qualified "stakeholder" in the community to participate in the opportunities evolving from the redevelopment process through its extensive citizen participation and review process.~~

FLU Policy ~~1.2.11~~2.14.7: ~~The revisions~~ Updates to the adopted Redevelopment Plan will include a comprehensive Displacement and Relocation policy to cover individuals, families and/or businesses in the redevelopment area who become displaced as a result of public action.

FLU Policy ~~1.2.12~~2.14.8: ~~The revisions to the adopted~~ Updates to the Redevelopment Plan will identify socioeconomic conditions within the community redevelopment area contributing to the ongoing decline of residential and retail vitality and provide recommendations to eliminate these conditions.

FLU Policy ~~1.2.13~~2.14.9: The revisions to the adopted Redevelopment Plan shall continue to pursue the planning and development of the working waterfront to optimize Riviera Beach's unique waterfront location. The plan shall also create opportunities for mixed uses, such as high quality boat building and repair, marine industry uses requiring easy access to the ocean, support businesses including restaurants, boat sales and related businesses and wet and dry boat storage requiring "in & out" services with priorities for businesses with dependence on the proximity to deep water.

~~**Policy 1.2.14:** The revisions to the adopted Redevelopment Plan shall use the CRA/City resources – including City-owned properties- to initiate and consolidate citywide dredging, shore edge construction, environmental studies, design and permitting to expedite the redevelopment and expansion of the waterfront facilities on an as-needed basis.~~

FLU Policy ~~1.2.15~~2.14.10: ~~The revisions to the adopted~~ Updates to the Redevelopment Plan shall continue to integrate the public oriented port activities with the redevelopment plan for the mutual benefit of the Port and the City to the greatest extent possible.

1. The City and CRA will continue to monitor the Port's compliance with the interlocal agreement to ~~i~~ensure that the Port does not expand past 10th Street, unless adequate protections are provided to protect Riviera Beach neighborhoods. Additionally, the City will continue to assure that the Port's activities do not adversely impact downtown redevelopment, traffic, or adjacent Port Road residential areas but is complimentary to redevelopment.

2. In conjunction with the Intergovernmental Coordination Element and in order to further ~~many of the revisions~~ to the ~~adopted~~ Redevelopment Plan components, the City shall create continuing, regular, and ongoing planning sessions with the public, City staff, CRA staff, Port staff and consultants, to exchange necessary information and to resolve conflicts.

~~**Policy 1.2.16:** The City of Riviera Beach shall ensure that prior to issuing any development approvals in the City, including the Community Redevelopment Area that the necessary public facilities, such as roadway and water and sewer improvements, will be in place and/or have funding committed.~~

FLU Policy 2.14.11: The City and the CRA shall continue to coordinate long-range land use planning objectives to ensure harmonious transitions between port and city neighborhoods by engaging in updates to the Port of Palm Beach Master Plan, which calls for regular dialogue between the Port and the City of Riviera Beach and the CRA.

~~**Policy 1.2.17:** In order to further many of the Redevelopment Plan elements, the City shall create continuing, regular planning sessions with the public, City staff, CRA staff, Port staff and consultants, to exchange necessary information and to resolve conflicts.~~

FLU Policy 2.14.12: The City and the CRA shall continue to work with the Port to ensure implementation of Port Master Plan Objective 1.3 "Coordination of Expansion Plans" which as development of marine- or industrial-related activities occur in areas adjacent to existing city land uses.

FLU Policy 2.14.13: Redevelopment projects proposed for Singer Island should provide height and massing to provide an appropriate transition where redevelopment occurs adjacent to single family districts.

FLU Policy 2.14.14: Conceptual plans for redevelopment that qualify for any pre-approved option within the Land Development Code must have characteristics that meet the requirements of the Downtown Zoning Districts in Article V, Sec. 31-540.

FLU Policy ~~1.2.18~~2.14.15: In order to reduce greenhouse gas emissions and the potential for urban sprawl, the City will utilize the Redevelopment Plan and the CRA to encourage new development to locate within the under-utilized downtown area. ~~By 2010, the City will revise the land development regulations to ensure the downtown area:~~

1. Establishes an efficient land use pattern allowing mixed use development and the higher densities needed to support a viable transit system;

2. Creates a "park once" environment by providing a mix of uses within a pedestrian and bicycle-friendly environment of narrow streets with shaded sidewalks, appropriate landscaping and street details, and traffic calming measures such as on-street parking;

3. Promotes the optimum use of transit by maintaining and enhancing the walkable block structure and interconnected transportation network to effectively link transit station(s), bike paths, sidewalks, buildings, open spaces, and the waterfront.

~~**Policy 1.2.19:** Substantial redevelopment of the Community Redevelopment Area (CRA) is anticipated. The Redevelopment Plan describes the vision for the future of the downtown area. New development shall conform to the pattern of development set forth in the Redevelopment Plan, which has the following characteristics:~~

~~1. Provides a variety of housing types to accommodate a diverse population;~~

~~2. Creates a "park once" environment by providing a mix of uses within a pedestrian-friendly environment, whereby drivers are comfortable utilizing one parking space and walking to several destinations;~~

~~3. Promotes the optimum use of transit by maintaining and enhancing an interconnected transportation network that effectively links transit station(s), bike paths, sidewalks, buildings, open spaces, and the waterfront;~~

~~4. Maintains and enhances a continuous, inter-connected network of narrow pedestrian and bicycle-friendly streets with shaded sidewalks, appropriate landscaping and street details, and traffic calming measures such as on-street parking;~~

~~5. Provides public open space in the form of civic parks, plazas, or greens;~~

~~6. Maintains and enhances access to the waterfront; and~~

~~7. Encourages investment by accommodating new development at a range of scales including individual infill buildings and large redevelopment projects.~~

~~**Policy 1.2.21:** The downtown area is composed of diverse areas with unique characteristics. The Land Development Regulations will reinforce these distinctions in scale, character, and intensity. As a general guide to future regulations, eleven sub-areas are shown on Figure FLU-B and are described below:~~

~~1) **Riviera Beach Marina/Bicentennial Park:** This is a vibrant, mixed-use regional waterfront destination centered about Bicentennial Park and the Riviera Beach Marina. Buildings in this area accommodate entertainment, retail, office, and residential uses. Signature sites, such as the intersection of 13th Street and Broadway (which serves as a gateway into the district) and land overlooking Bicentennial Park, will be designated for the tallest buildings in the downtown.~~

~~2) **Broadway Corridor**: Broadway, the north-south corridor traversing the downtown, will be re-established as a pedestrian-friendly main street, with storefronts and arcades lining the streets. Roadway improvements will support revitalization of the downtown by improving the pedestrian environment with wide shaded sidewalks, on-street parking to support adjacent businesses, and a steady but calm flow of traffic. Mixed-use, mid-rise buildings will line the streets to create a safe, interesting area.~~

3) **Avenue E Corridor:** Avenue E is a neighborhood main street accommodating small businesses, multi-family buildings, and single-family homes. Infrastructure improvements will establish a pleasant environment for drivers, cyclists, and pedestrians, and reestablish the missing link between 32nd Street and 34th Street. Mixed-use development in low-rise buildings will provide a harmonious transition between the Broadway Corridor and adjacent residential neighborhoods.

4) **Riviera Heights:** This district is predominantly residential, with some neighborhood commercial accommodated along Martin Luther King Boulevard. Infill development which is compatible in scale with the existing residential fabric is encouraged, such as new single-family houses and multi-family buildings including townhouses, courtyard apartment buildings, and apartment houses.

5) **13th Street:** 13th Street will link a future rail station to the Riviera Beach Marina and Bicentennial Park. This area can accommodate mid-rise mixed-use infill development as a transition between the light industrial uses to the south and the neighborhood north of 13th Street. North of 13th street, infill development which is compatible in scale with the existing residential fabric is encouraged, such as new single-family houses and multi-family buildings including townhouses, courtyard apartment buildings, and apartment houses.

6) **Blue Heron Corridor:** The Blue Heron Corridor is the primary entrance to downtown and Singer Island. This corridor will accommodate mid-rise mixed-use development. Buildings must be placed on their sites in a manner that improves the pedestrian environment on the corridor.

7) **Commercial Marine Area:** The land development regulations will define appropriate transitions between marine industry and surrounding uses. Rather than relying solely on landscape buffers for separation, the land development regulations will include techniques which will regulate the edges of the lots using mixed use buildings with usable windows and doors to provide appropriate transitions. Residential uses, businesses, restaurants, and office functions can be located along these edges to provide an appropriate transition.

8) **Industrial Transition Area:** This area will provide a transition from the Port to the neighborhood to the north. Light industrial uses will be oriented along 10th Street, with buildings containing the office and support functions for the industrial uses, businesses, restaurants, and some residential uses can be located along 11th Street to provide an appropriate transition to adjoining neighborhood. Vehicular access for the industrial uses will be accommodated from 10th Street and the side streets whenever possible, so that 11th Street will have building façades with usable windows and pedestrian access facing the neighborhood.

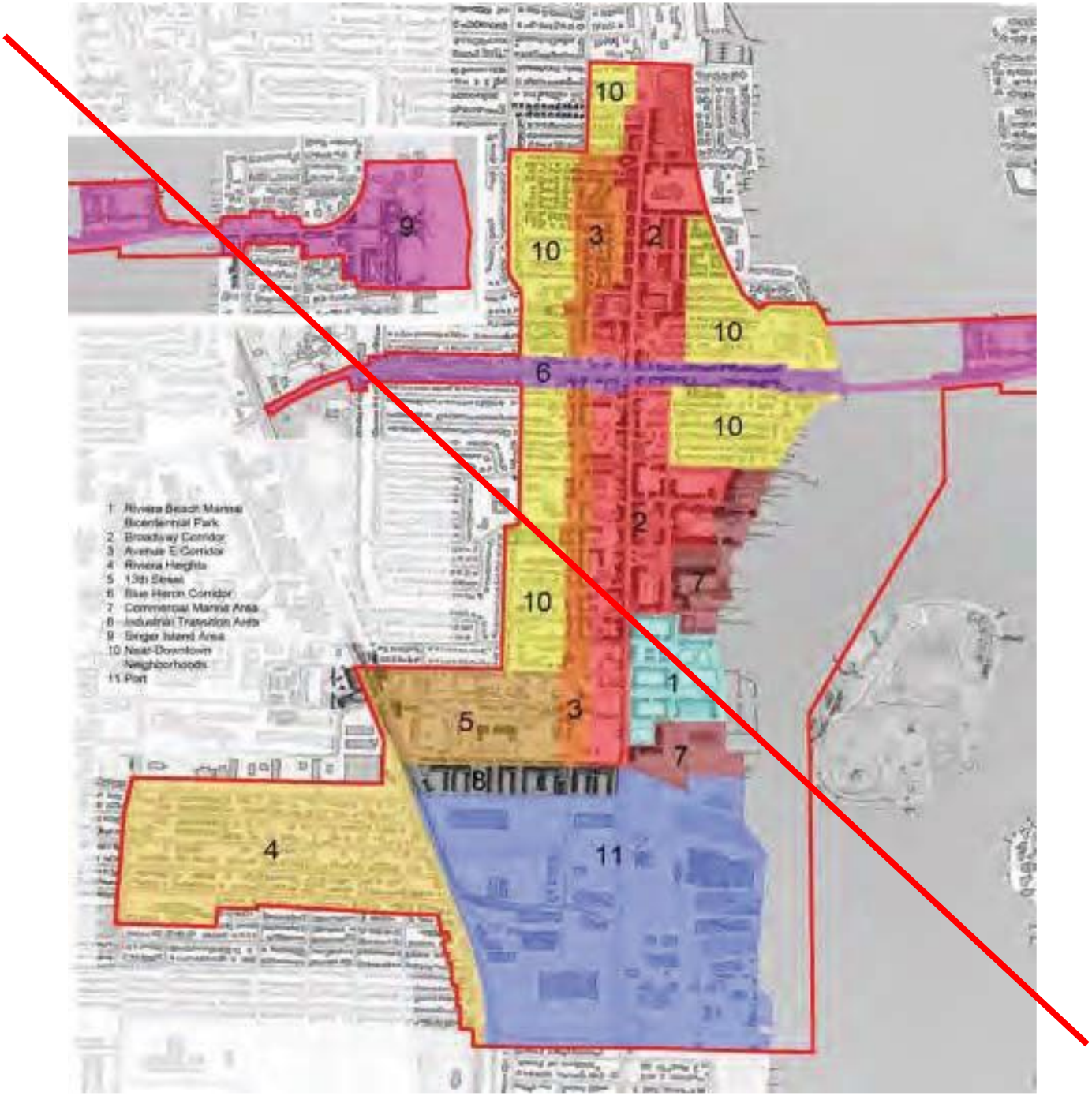
9) **Singer Island Area:** This area can accommodate mixed-use development, with taller buildings located along Lake Worth, acting as a gateway into the area. Mid-rise mixed use buildings will be accommodated in the Ocean Mall, overlooking the public beach.

10) **Near-Downtown Neighborhoods:** These neighborhoods can accommodate infill development which is compatible in scale with the existing residential fabric, such as new

~~single-family houses and multi-family buildings including townhouses, courtyard apartment buildings, and apartment houses.~~

11) **Port:** ~~This area is comprised of the Port of Palm Beach.~~

~~Figure FLU-B: General Guide to Downtown Riviera Beach Sub-Areas~~

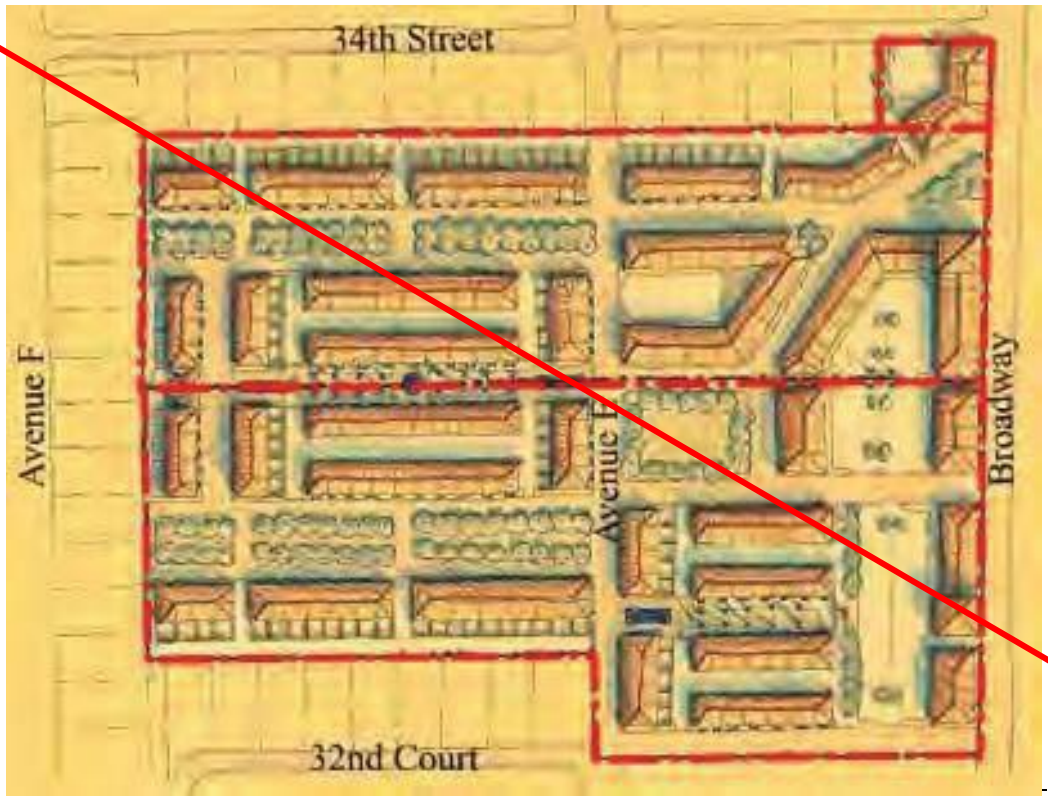


Policy 1.2.22: Provide in the Land Development Regulations a pre-approved option to encourage future redevelopment of mobile home/trailer park properties located within the CRA in a manner consistent with the city's vision of a mixed-use, sustainable, pedestrian-friendly environment that accommodates diverse housing options within an interconnected street and block structure. Conceptual redevelopment plans have been created to illustrate the intended pattern of redevelopment:

2) The City's preferred redevelopment plan for Chateau Circle, Ocean Tides, and Southern Park has the following characteristics (see conceptual plan in Figure FLU-C):

a. Avenue E is reconnected through the properties;
b. A system of new streets, alleys, and pedestrian paths connect the adjacent parcels to each other and to Broadway;
c. Mixed-use buildings are located along Broadway;
d. Townhouses and low-rise multi-family buildings can provide a transition between the single-family houses located to the west and the mixed-use buildings facing Broadway;
e. The fronts of buildings face the fronts of buildings, the backs of buildings face the backs of buildings;
f. Green space is organized into public parks, plazas, or greens, lined by streets and the fronts of buildings; and
g. Off-street parking is accommodated in the rear of buildings.

Figure FLU-C: Conceptual Redevelopment Plan for Chateau Circle, Ocean Tides & Southern Park



2) The City's preferred redevelopment plan for the Harbor Lights Inn and Oasis has the following characteristics (see conceptual plan in Figure FLU-D):

a. A system of new streets and alleys connect the parcels to each other, and between Broadway and Avenue A;
b. Mixed-use buildings are located along Broadway;
c. Multi-family buildings such as low-rise apartments and townhouses provide a transition between residential uses along Avenue A and the more intense uses along Broadway.
d. The fronts of buildings face the fronts of buildings, the backs of buildings face the backs of buildings; and
e. Off-street parking is accommodated in the rear of buildings.

Figure FLU-D: Conceptual Redevelopment Plan for Harbor Lights Inn and the Oasis properties



~~Final redevelopment plans may vary from these conceptual plans; however, plans qualifying for the pre-approved option must have the characteristics described in this policy and set forth in greater detail in the Downtown Zoning Districts.~~

FLU OBJECTIVE ~~1.13~~2.15: Hazard Mitigation

The City shall –on an ongoing basis—shall coordinate future land uses as necessary to encourage the reduction or elimination of uses that the City determines are inconsistent with the adopted Local Mitigation Strategy ~~County-wide Hazard Mitigation plan~~. This Study was updated in 2024 by the Palm Beach County Public Safety Department, Division of Emergency Management ~~Plan was, revised by the Emergency Management Committee in 2003~~ with new guidelines incorporated based upon the type of hazard.

FLU Policy ~~1.13.1~~2.15.1: ~~By 2010,~~ ~~t~~The City shall continue to review the effectiveness of the ~~Hazard Mitigation Plan~~ Local Mitigation Strategy and determine and implement any necessary actions.

FLU Policy ~~1.13.2~~2.15.2: ~~The City –by 2010--shall prioritize a list of potential hazard-mitigation related projects, and seek funding assistance through the programs~~ The City shall assess community mitigation projects and prioritize relevant a list of potential hazard-mitigation related projects that benefit the City, and work with the County to seek funding assistance through the

programs available for this purpose and include ancillary projects on the City's Capital Improvements Plan.

FLU OBJECTIVE ~~1.5~~2.16: Hurricane Evacuation

Grant no land use plan amendments that would increase residential land use density and intensity in the coastal high hazard area.

FLU Policy ~~1.5.1~~2.16.1: The City shall evaluate plan amendments and rezoning requests that would increase the permanent and transient residential population densities permitted by the Comprehensive Plan in the CHHA in order to avoid further burdens on the hurricane evacuation process. Vacant parcels shall be developed at densities and intensities consistent with the Future Land Use Map, and will adhere to Objective 2.2 (Development in The Coastal High Hazard Area [CHHA]) and related policies of the Coastal Management Element.

~~**Policy 1.5.2:** The City of Riviera Beach has adopted the hurricane evacuation routes and times as stated in the Palm Beach County Comprehensive Emergency Management Plan. The City has developed its own Emergency Management Plan for category 5 hurricanes which includes the state-mandated evacuation times of 16 hours out of county and 12 hours to shelter including a description of routes for potential evacuees.~~

FLU OBJECTIVE 2.17: Property Rights

The City shall consider the rights of property owners in local decision-making.

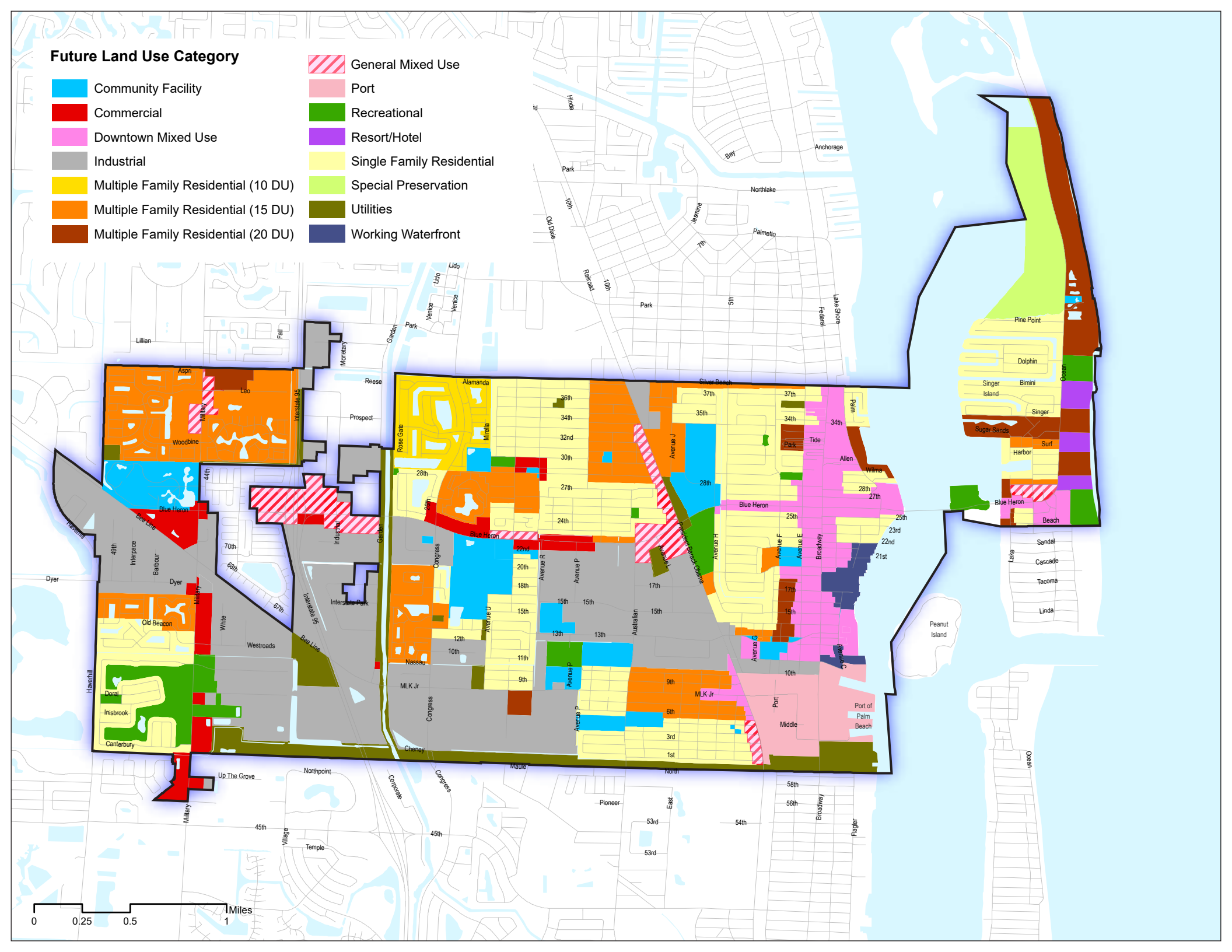
In local decision making, apply rules, ordinances, and regulations adopted under the authority of Florida's Community Planning Act, Section 163.3161, Fla. Stat., et seq., with sensitivity for private property rights and not be unduly restrictive.

FLU Policy 2.17.1: In local decision-making, the City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

FLU Policy 2.17.2: In local decision-making, the City shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

FLU Policy 2.17.3: In local decision-making, the City shall consider the rights of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

FLU Policy 2.17.4: In local decision-making, the City shall consider the rights of a property owner to dispose of his or her property through sale or gift.


Future Land Use Category
Community Facility
Commercial
Downtown Mixed Use
Industrial
Multiple Family Residential (10 DU)
Multiple Family Residential (15 DU)
Multiple Family Residential (20 DU)
General Mixed Use
Port
Recreational
Resort/Hotel
Single Family Residential
Special Preservation
Utilities
Working Waterfront
0
0.25
0.5
1
Miles

HOUSING ELEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction

Housing is a foundational component of the City of Riviera Beach's long-term vision for a resilient, equitable, and inclusive community. Ensuring access to safe, decent, and affordable housing is essential to supporting residents' well-being, strengthening neighborhoods, and sustaining the City's economic vitality. The Housing Element provides a policy framework that guides the preservation, improvement, and expansion of housing opportunities for current and future residents across a range of income levels and household types.

This Element emphasizes the importance of expanding pathways to homeownership, particularly for low- and moderate-income households, as a means of building generational wealth and promoting community stability. It also recognizes the need for financial support tools, such as down-payment assistance, rehabilitation programs, and other housing affordability initiatives, to help residents access and retain quality housing.

As Riviera Beach continues to grow and reinvest in its neighborhoods, the City is committed to strategies that prevent displacement and mitigate the impacts of gentrification, ensuring that revitalization efforts benefit existing residents as well as new ones. Preserving affordability, maintaining diverse housing options, and strengthening tenant protections are central to this commitment.

Through coordinated policies and partnerships, the Housing Element seeks to broaden housing access, improve housing quality, promote equitable development, and support a balanced housing supply that meets the needs of all who call Riviera Beach home.

HOU Goal 1: Throughout the city all Riviera Beach residents are able to access a diverse stock of quality homes they can afford to live in.

HOU Objective 1.1: New Home Construction Through the Private Sector

Assist the private sector in providing the number of additional units of housing as identified in applicable needs assessments, studies and action plans, to meet the tenure, type and affordability needs. The City will continue to work with the CRA and other partner agencies to encourage new construction programs on vacant land citywide in the amounts and densities allowed until feasible and responsible buildout of the City's acreage in accordance with the Land Development Code and the Future Land Use Element (FLUE) can be achieved. The City shall concentrate its efforts in new construction to meet the housing needs of the residents between 50-120% of the area median income.

HOU Policy 1.1.1: The City shall utilize estimates and needs projections referenced in housing assessments, studies, the Palm Beach County Housing Action Plan ("Housing For All"), and others as adopted by the City to establish supply benchmarks.

a. Benchmarks will be developed to help meet the tenure, type and affordability needs identified in this element.

b. Benchmarks will consider the availability, development capacity, and feasibility of land, including the potential for land assembly in amounts and parcel configurations necessary to accommodate identified housing needs and demand.

c. This information will be made publicly available to encourage the construction and development of affordable housing.

HOU Policy 1.1.2: Utilize the Future Land Use map, the zoning map and Community Redevelopment Plan to assure a continued supply of vacant land designed for a diversity of housing types and income categories to meet the need for new housing as established in relevant needs assessments, studies and action plans.

HOU Policy 1.1.3: The City shall facilitate the construction of a variety of market rate housing to meet the need for new single-family and multi-family units by 2050 by encouraging the construction of micro and other affordable housing types through updating the City's land development regulations.

HOU Policy 1.1.4: By 2030, the City shall develop a study to determine the need for procedures to make dead end "stub street' rights-of way available primarily as single-family lots, or as stormwater management outlets, as feasible.

HOU Policy 1.1.5: The City will encourage the construction of energy efficient housing by exploring innovative regulations that promote energy conserving and environmentally sensitive technologies and LEED Neighborhood Development design.

HOU Policy 1.1.6: The City shall promote design and construction of projects with smaller units on smaller sites by ensuring the Land Development Code allows or incentivizes smaller units to increase market-side affordability.

HOU OBJECTIVE 1.2 Encourage and Incentivize the Construction and Development of Affordable Housing

The City will continue to operate its own and encourage other new construction programs on vacant land citywide in the amounts and densities allowed until feasible and responsible buildout of the City's acreage in accordance with the Land Development Code and the Future Land Use Element (FLUE) can be achieved. The City shall concentrate its efforts in new construction to meet the housing needs of the residents between 50-120% of the area median income.

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HOU Policy 1.2.1: The City shall utilize its surplus property program in conjunction with its single-family Infill Housing Program, to increase inventory for the City's workforce, while improving neighborhoods, increasing the City's tax base, and reducing crime.

HOU Policy 1.2.2: The City shall develop a citywide housing plan-establishing strategies such as public/ private joint venture programs and funding for the acquisition and resale of property as a method to provide market rate, affordable, and workforce housing for both rental and ownership purposes in the redevelopment area.

HOU Policy 1.2.3: The Riviera Beach Housing For All Action Plan shall serve as an implementing tool of the housing plan.

HOU Policy 1.2.4: Support private, public, and nonprofit housing providers so that they can provide safe and accessible affordable housing.

HOU Policy 1.2.5: The City shall continue to incorporate Palm Beach County's Housing and Community Development Target Areas map, the Florida Federally Designated Targeted Area Map and associated goals and objectives into the Future Land Use or Housing Element to locate optimal locations for new affordable and workforce housing.

HOU Policy 1.2.6: The City shall utilize the Bond Proceeds Allocation Process Recommendations in the County's "Housing for All" Action Plan to assist in securing financing for projects that increase the supply of affordable housing.

HOU Policy 1.2.7: The City shall create a process to expedite the processing of building permits for Affordable, Attainable and Workforce Housing Units.

HOU Policy 1.2.8: Develop and adopt a comprehensive housing strategy to determine requirements, standards, incentives, and appropriate locations for the provision of affordable and workforce housing units in new developments.

HOU Policy 1.2.9: Analyze and amend the MEAHOP regulations and density bonus calculations in the Code of Ordinances to ensure the supply of units due to bonuses is in balance.

HOU Policy 1.2.10: The City shall seek to cultivate a culture of mixed-income housing production.

HOU OBJECTIVE 1.3 Diversify Housing Typology

The City shall facilitate and encourage the construction of a variety of market rate housing types to meet the need for new single-family and multi-family units including micro and other affordable housing types through updating the City's land development regulations.

HOU Policy 1.3.1: Promote the creation of a variety of housing types—such as duplexes, triplexes, fourplexes, townhomes, and cottage-style developments—that offer more attainable and flexible living options for individuals and families of different incomes, ages, and household sizes.

HOU Policy 1.3.2: The City shall discourage the building of single-family housing in areas other than those designated for such use under the FLU designations and land development regulations.

HOU Policy 1.3.3: The City shall update land development regulations and appropriate zoning districts to target the development of micro and other affordable housing types of multi-family dwellings in appropriate areas such as the Downtown area and Broadway corridor, transitional areas, and other areas that are walkable and have access to transit.

HOU Policy 1.3.4: The City shall ensure that new development building types are consistent with the character of established residential neighborhoods.

HOU Policy 1.3.5: Promote development of accessory dwellings units as a wealth-building tool for low, moderate, and high-moderate income homeowners.

HOU Policy 1.3.6: Explore the potential for adaptive re-use of institutional or commercial buildings into housing, public or civic uses.

HOU Policy 1.3.7: Promote mixed-income developments that avoid concentrating affordable units in one project or neighborhood and provide a diverse range of unit types and prices to foster inclusive, balanced communities.

HOU OBJECTIVE 1.4: Housing for Vulnerable Populations

The City will continue to ensure safe, accessible, and supportive housing for seniors and individuals with special needs. This includes Community Residential Homes, Assisted Living Facilities (ALFs), and nursing facilities, ensuring appropriate zoning, safety, and quality standards.

HOU Policy 1.4.1: Permit facilities such as assisted living facilities, community residential homes, and nursing homes through the Land Development Code, in accordance with Chapter 419, Florida Statutes, while avoiding undue concentrations.

HOU Policy 1.4.2: Establish and periodically update local standards for these facilities to ensure quality, safety, and sanitation, including:

- Minimum spacing between facilities to prevent clustering,

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- Licensing standards such as space per resident, and
- Regular inspection and oversight requirements.

HOU Policy 1.4.3: Assess regulation of the placement of group homes by addressing maximum densities and the number of group homes facilities allowed within a geographically defined area to avoid overcrowding.

HOU OBJECTIVE 1.5: Housing for Foster Care and Youth Populations

The City will ensure safe, accessible, and appropriate housing for children and youth in foster care, including foster homes, group homes, and supportive transitional programs.

HOU Policy 1.5.1: Permit foster care facilities and group homes for youth through the Land Development Code, with attention to neighborhood compatibility and appropriate distribution.

HOU Policy 1.5.2: Establish limits on the number of foster care or youth group homes in a defined area to prevent overcrowding and ensure a balanced distribution.

HOU Policy 1.5.3: Coordinate with child welfare agencies and local organizations to ensure foster care housing meets safety, accessibility, and programmatic needs.

HOU Policy 1.5.4: Periodically review and update zoning and licensing requirements to maintain safe and appropriate housing options for foster care youth.

HOU OBJECTIVE 1.6 Addressing Homelessness

The City shall continue to assist those residents who are homeless or at risk of homelessness.

HOU Policy 1.6.1: Analyze the Code of Ordinances to identify regulatory barriers and appropriate locations for housing options for individuals who are homeless or at risk of homelessness.

HOU Policy 1.6.2: The City shall identify appropriate locations for transitional housing, such as industrial/commercial transitional areas, underutilized properties along corridors, and underutilized areas designated for General Mixed-Use.

HOU Policy 1.6.3: The City shall incorporate into its affordable housing policies programs designed to assist low-income individuals and families in avoiding becoming homeless, including rapid re-housing and transitional housing programs.

HOU Policy 1.6.4: Analyze the Code of Ordinances to identify regulatory barriers and appropriate locations for housing options for individuals who are homeless or at risk of homelessness.

HOU OBJECTIVE 1.7: Housing for Reentry Populations

The City will support safe, inclusive housing opportunities for residents transitioning from incarceration or treatment programs, ensuring access to stable housing while maintaining neighborhood compatibility.

HOU Policy 1.7.1: Permit group homes and transitional housing for reentry populations through the Land Development Code, considering location, density, and impacts on surrounding neighborhoods.

HOU Policy 1.7.2: Establish standards for spacing and maximum densities of reentry housing facilities to avoid clustering and ensure integration into the community.

HOU Policy 1.7.3: Collaborate with state and local agencies to provide supportive services for reentry residents, including job training, counseling, and reintegration programs.

HOU OBJECTIVE 1.8: Relocation

The City shall continue to assist with relocation housing (temporary or permanent) based on the availability of County funding, as a component of substandard housing reduction, insuring that very-low, low-, or moderate-income households are able to relocate as needs dictate.

HOU Policy 1.8.1: The City shall continue work with the County to use CDBG relocation funds to assist high-need needy households faced with substandard rehabilitation or demolition due to City code enforcement.

HOU Policy 1.8.2: Redevelopment plan updates shall incorporate strategies to ensure the replacement of any affordable housing that is removed through redevelopment activities.

HOU Policy 1.8.3: The City shall provide assurance for replacement housing for the relocation of persons within community redevelopment areas who are temporarily or permanently displaced due to redevelopment, as required by Florida State Statutes.

HOU Policy 1.8.4: The City, using the County's Community Development Block Grant (CDBG) areas, and to the extent required by regulations of the funding sources being utilized (CDBG and/or HOME), shall assist in the relocation of displaced people as funds are available.

HOU Goal 2: To ensure that all residents of Riviera Beach have access to safe, quality housing options they can afford, at every income level and life stage, by promoting diverse housing

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types, supporting affordability initiatives, and encouraging balanced residential development throughout the city.

HOU OBJECTIVE 2.1: Supporting a range of affordable and workforce housing options

The City will continue to support the housing needs of both single- and multi-family households with very-low to moderate incomes through efforts such as rehabilitation, financial assistance, and other supportive programs.

HOU Policy 2.1.1: The City shall utilize the Future Land Use Plan, zoning map and Infrastructure Element to assure a continued supply of vacant land designated for multifamily housing, or to offer increased housing opportunities to its residents and provide options for residents currently in substandard housing.

HOU Policy 2.1.2: The City shall review Palm Beach County's surplus lands inventory, the County's Housing and Community Development Target Area map, the Florida Federally Designated Targeted Area Map and foreclosed properties lists for the purpose of promoting affordable housing provision and production, and shall consider the acquisition of properties within its corporate limits for such purposes.

HOU Policy 2.1.3: The City shall consider its CRA as the last, largest and best opportunity for new construction sites to address the City's multi-income housing needs by piloting mixed-income developments in order to achieve a healthy cross section of household income categories.

HOU Policy 2.1.4: Manufactured housing meeting post-1976 HUD standards shall be permitted in all residential zoning districts, subject to design controls to be developed by 2030; the Land Development Code shall continue to offer the Mobile Home Park District as an option to accommodate affordable housing.

HOU Policy 2.1.5: In considering new development or rezoning requests, the City shall consider whether the action would result in an undue concentration of very low-, or low-income housing in a given area.

HOU Policy 2.1.6: The City shall continue the review of its approval and permitting process to determine whether any additional technological improvements are necessary to minimize affordable housing costs and delays.

HOU Policy 2.1.7: The City shall support efforts to improve coordination among all participants involved in housing delivery. This may include partnerships with private firms, nonprofit organizations, and other government agencies.

HOU Policy 2.1.8: Encourage the development of a range of senior housing types—including independent living, assisted living, and age-restricted communities—through zoning incentives and public-private partnerships.

HOU OBJECTIVE 2.2: Increased Home Ownership Opportunities

The City shall encourage increased home ownership opportunities and increase the percentage of home ownership of single-family units citywide, particularly for those unabsorbed, vacant units in existing developments.

HOU Policy 2.2.1: The City shall work to achieve a goal of at least 65% of new units constructed shall be owner-occupied.

HOU Policy 2.2.2: The City, through its Single-family Infill Vacant Lot Program above shall insure that home ownership opportunities are available in neighborhoods throughout the City.

HOU Policy 2.2.3: The City shall continue to utilize --- either directly or via referral --- programs such as the Palm Beach County Housing Finance Authority, SHIP and HOME, which provide mortgage assistance to provide workforce housing within the City.

HOU Policy 2.2.4: The City shall utilize the MEAHOP-funded Housing Trust Fund as a means to assist with home ownership opportunities as well as other neighborhoods
enhancement strategies, including County, State and/or Federal funding.

- Vacant lot acquisition
- Employee housing assistance grants
- Minor housing rehabilitation

HOU OBJECTIVE 2.3: Income and Housing Balance

The City shall continue to support strategies and actions that serve to reduce the income and housing cost imbalance that exists for very low-, low- and moderate-income households.

HOU Policy 2.3.1: The City shall continue to support efforts of workforce development to improve job-training opportunities, including employment and education assistance programs. The City shall engage local employers to utilize these programs to hire local residents and conduct other coordination activities.

HOU Policy 2.3.2: The City shall continue to support services to assist low- and moderate-income families and, procure and maintain employment opportunities.

HOU Policy 2.3.3: The City shall continue to ensure that adequate opportunities are provided or seek resources to target day-care facilities in future mixed use development areas or near existing concentrations of housing or jobs, and to consider such amenities as incentives for development approvals.

HOU OBJECTIVE 2.4: Increase Housing Opportunities Through Financial Programs

Encourage financial programs that expand housing opportunities in new housing construction and housing rehabilitation for very low-, low-, and moderate-income households in a manner consistent with the community scale and character.

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HOU Policy 2.4.1: The City shall explore the development of affordable and workforce housing funds through mechanisms established in the Land Development Regulations. These funds may be used for site acquisition, housing rehabilitation, and the construction of new affordable units throughout the City. Potential funding sources may include:

- Payment in lieu contributions.
- Land donation within the City.
- Off-site construction of units.
- Purchases of existing market rate units to be donated to the City or sold to eligible households.
- CDBG funding.
- Purchase assistance loan programs.
- Tax-incentive public-private partnerships.

HOU Policy 2.4.2: The City shall optimize the use of state and federal housing and community development programs to support affordable housing construction, rehabilitation, and related infrastructure.

HOU Policy 2.4.3: Encourage programs that provide property tax assistance, rental support, or home maintenance aid to help low- and fixed-income seniors remain in their homes.

HOU Policy 2.4.4: Collaborate with recognized neighborhood associations and other stakeholders to identify, prioritize, and budget for needed public infrastructure improvements as part of the City's Five-Year Capital Improvement Program. These improvements may include street and alley lighting, drainage facilities, sidewalks, roadway upgrades, fire services, and other essential neighborhood infrastructure.

HOU Policy 2.4.5: The City shall identify and pursue appropriate federal and state grant programs to secure funding for construction of the infrastructure improvements identified in the City's Five-Year Capital Improvements Program.

HOU Policy 2.4.6: The City shall use its Housing Trust Fund and County CDBG funds to provide seed money and technical assistance to developers that construct housing for low- and moderate-income households including HUD 202 elderly housing funds and State/County housing finance agency bond-funded rental units. Any such construction shall be consistent with the housing needs identified in this Plan.

HOU Policy 2.4.7: The City will use MEAHOP funds to assist eligible employees to receive grants for the purchase of housing.

HOU OBJECTIVE 2.5: Strengthening Neighborhoods Through Homeownership

Support housing ownership options which ensure equitable access and elimination of disparities for all residents and household types.

HOU Policy 2.5.1: Utilize MEAHOP-funded Housing Trust Fund resources to assist with expanding homeownership opportunities and implementing neighborhood enhancement strategies, in coordination with County, State, and Federal programs.

HOU Policy 2.5.2: Develop criteria for identifying target areas for workforce homeownership programs, prioritizing locations with proximity to transit, employment centers, civic uses, shopping/grocery stores, parks or recreation facilities, and community or senior centers.

HOU Policy 2.5.3: The City shall adopt a comprehensive housing strategy to be implemented with the Riviera Beach Housing For All Action Plan to determine requirements, standards, and incentives for the development of affordable and workforce housing, while supporting future workforce housing development through Community Land Trusts, Shared Appreciation Models, and property acquisition as funding allows.

HOU Policy 2.5.4: Support the ongoing provision of workforce housing by maintaining dedicated funding for housing services, including work led by the CRA and community partners.

HOU Policy 2.5.5: Promote financially sustainable homeownership strategies for very low, low, moderate, and middle-income households, with an emphasis on families with children, to foster long-term housing stability and wealth-building.

HOU Policy 2.5.6: Allocate municipal funds and pursue partnerships with non-profit and private sector entities to acquire land for the development of workforce homeownership projects.

HOU Policy 2.5.7: Partner with non-profit organizations, including Community Development Corporations (CDCs), Community Housing Development Organizations (CHDOs), Community Development Financial Institutions (CDFIs), and Community Land Trusts (CLTs), to expand ownership options for low- and middle-income families.

HOU Policy 2.5.8: Provide technical assistance and coordination support for employer-assisted workforce housing programs.

HOU Policy 2.5.9 Collaborate with local and regional agencies to address workforce housing needs by supporting job creation, job training, and economic empowerment initiatives that increase household earning potential.

HOU Policy 2.5.10: Maintain and regularly update a publicly accessible directory of agencies, programs, and resources that support workforce housing and homeownership opportunities.

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HOU GOAL 3 The City will promote balanced growth and neighborhood stability by implementing programs and policies that prevent gentrification and displacement, preserve housing affordability, and ensure that revitalization benefits current, long-time, and future residents alike.

HOU OBJECTIVE 3.1: Prevent Gentrification & Displacement

Implement policies, programs, and funding sources that resist gentrification and displacement to support neighborhoods by leveraging the benefits of growth to meet the needs of local residents.

HOU Policy 3.1.1: Encourage plans and investments to protect and/or restore the socioeconomic diversity and cultural stability of established neighborhoods.

HOU Policy 3.1.2: No action shall be taken which displaces residents until a report is submitted to and approved by the City Council identifying comparable housing options for those displaced residents or households displaced by the City.

HOU Policy 3.1.3: Identify affordable housing units at risk of demolition and coordinate with the private sector to mitigate the displacement of residents ahead of planned redevelopment.

HOU Policy 3.1.4: Encourage rental housing owners to preserve, rehabilitate, or redevelop their properties in ways that limit housing displacement, maintain affordable, healthy, and safe living conditions for current residents.

HOU Policy 3.1.5: Require documentation that all tenants have been provided legal notice of a permit application for housing demolition, change of use, or substantial rehabilitation.

HOU Policy 3.1.6: Identify and address the needs of neighborhoods and other specific areas of the City that are deteriorated, blighted, underutilized, threatened or generally inconsistent with the community's character. In addition to enacting neighborhood plans, the city shall establish other programs to preserve and reinforce the stability and diversity of the City's neighborhoods. In addition to neighborhood plans, these programs and actions may include but are not limited to:

- Infill and redevelopment programs.
- Use of historic district provisions.
- Stabilization projects and programs.
- Residential and commercial revitalization programs.

HOU Policy 3.1.7: The City shall develop and adopt a comprehensive Anti-Displacement Strategic Plan that identifies displacement risk factors, proposes coordinated mitigation tools, and prioritizes long-term affordability in vulnerable neighborhoods.

HOU Policy 3.1.8: The City shall establish Anti-Displacement Zones in areas experiencing rapid reinvestment, redevelopment activity, or rising housing costs, and shall direct targeted housing programs, incentives, and monitoring resources to these zones.

HOU Policy 3.1.9: Within Anti-Displacement Zones, the City shall provide or pursue incentives such as expedited permitting, impact fee reductions, public land partnerships, or density bonuses to preserve affordability and create new income-restricted units.

HOU Policy 3.1.10: The City shall expand programs within Anti-Displacement Zones that support intergenerational wealth building, including home repair assistance, property tax guidance, foreclosure prevention resources, heirs' property title assistance, and pathways to homeownership for existing residents.

HOU Policy 3.1.11: The City shall develop a right-of-return framework for residents displaced by publicly supported redevelopment within designated Anti-Displacement Zones, allowing eligible households to return to newly developed affordable units.

HOU Policy 3.1.12: The City shall collaborate with community land trusts, nonprofit developers, and housing organizations to preserve long-term affordability and stabilize neighborhoods in Anti-Displacement Zones.

HOU Policy 3.1.13: The City shall establish an early-warning system to monitor indicators of displacement such as eviction filings, rent spikes, code violations, and investor ownership and use this data to target interventions within Anti-Displacement Zones.

HOU Policy 3.1.14: The City shall implement a structured community engagement process within Anti-Displacement Zones to ensure residents participate in decision-making related to redevelopment, program allocation, and neighborhood investment.

HOU OBJECTIVE 3.2: Build Thriving Neighborhoods

Facilitate an environment that results in opportunities for all residents, targeting youths, older adults, and families that cultivate thriving, prosperous neighborhoods.

HOU Policy 3.2.1: The City shall prepare a Redevelopment Impact Study to identify vulnerable areas that may be in the early stages of an influx of investment and changes to the built environment that would lead to rising home values and cultural displacement.

HOU Policy 3.2.2: Encourage housing options for older adults and residents with disabilities, including designs that allow for independent living, various degrees of assisted living, and/or skilled nursing care, where there is access to on-site health care and other services and amenities.

HOU Policy 3.2.3: Promote age-friendly neighborhood planning principles that emphasize walkability, safety, social interaction, and access to essential amenities, while supporting aging in place initiatives that allow residents to remain in their neighborhoods as their needs change. This includes encouraging shared housing options, accessory dwelling units, adult care homes, and other assisted living arrangements that provide flexibility, accessibility, and community connection for older adults.

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HOU Policy 3.2.4: Support social and health services organizations that offer local programs and facilities for residents with special needs.

HOU Policy 3.2.5: Support the supply of housing options to meet the needs of older adults and residents with disabilities, with an emphasis placed on units located on ground floors and in close proximity to services and transit.

HOU Policy 3.2.6: Encourage and support community funding efforts and affordable housing initiatives that aim to attract and retain teachers in local schools.

HOU Policy 3.2.7: Incorporate provisions in the Land Development Regulations to allow food production and the growing of fruits, vegetables, and herbs in front, back, or side yards.

HOU Policy 3.2.8: Promote community and home gardens in neighborhoods, using conditional use regulations, where appropriate.

HOU Policy 3.2.9: Regarding public infrastructure and neighborhood services decisions, continue to ensure fair treatment and meaningful participation when considering the impacts to underserved and vulnerable residents.

HOU Policy 3.2.10: Coordinate with transportation, parks, and health departments to ensure senior housing developments are located near public transit, open spaces, healthcare facilities, and essential services.

HOU Policy 3.2.11: Encourage intergenerational programs and housing models that foster connection between seniors and younger residents, strengthening neighborhood cohesion and mutual support.

HOU GOAL 4 Riviera Beach will be a City made of attractive, safe, accessible, and flourishing neighborhoods.

HOU OBJECTIVE 4.1: Create Flourishing Neighborhoods

The City shall continue the Neighborhood Sector Planning program to incorporate neighborhood plans to create safer and more varied neighborhoods that meet the community's needs for complete, sustainable and high-quality living environments with a strong sense of place and identity.

HOU Policy 4.1.1 Provide neighborhood planning support services by preparing and updating neighborhood sector plans, facilitating the creation and/ or strengthening of neighborhood groups with adequate representation, and maintaining and updating a list of neighborhoods and home owner association contacts to act as liaisons with the City.

HOU Policy 4.1.2: Neighborhood Sector Plans may specifically provide long-range planning actions to:

- Target locations to direct County CDBG rehabilitation efforts.
- Identify programs and projects that increase home ownership opportunities, as a means to assist in neighborhood stabilization.
- Focus on blocks, streets, or gathering places for implementation of Neighborhood Enhancement Strategies.
- Preserve or enhance cultural and historic resources.

HOU Policy 4.1.3: The City shall consider on a neighborhood-by-neighborhood basis the need, desirability, and level of support for enacting specific neighborhood conservation, preservation, revitalization, and stabilization strategies and plans that would involve the enactment of specific regulations for that neighborhood. This may include, but is not limited to, an overlay district, historic district, or other special-purpose district applying only to properties within that specific neighborhood.

HOU Policy 4.1.4: Neighborhood Sector Plans shall include a process to engage area residents, business, and community/neighborhood leaders. The primary purpose of these programs will be to address the principles expressed in the goal, and to incorporate those principles into existing and planned neighborhoods by addressing:

- A balanced mix of land uses, including open space.
- A balanced and compatible mix of single family and multi-family market rate, affordable housing, and housing for the elderly.
- Employment opportunities.
- Facilities and services.

HOU Policy 4.1.5: Identify and implement programs or methods to inventory and certify short-term rentals.

HOU Policy 4.1.6: The City shall provide housing assistance at affordable costs to persons displaced through public action, including demolitions through the Code of Enforcement Program, and encourage the construction of affordable housing units to replace units demolished.

HOU Policy 4.1.7: Continue to promote the design of complete and well-structured neighborhoods whose physical layout and land use mix promote walking, biking, and transit; reduce vehicle trips; foster community pride; enhance neighborhood identity; ensure public safety; are family friendly. And address the needs of all ages and abilities.

HOU Policy 4.1.8: Provide law enforcement agency support for a Neighborhood Watch Program and increased community policing as a neighborhood response to the needs of residents and businesses.

HOU Policy 4.1.9: Support efforts to stabilize and improve the overall appearance of the neighborhood through comprehensive code enforcement of zoning, housing, and property maintenance regulations and through the active participating of property owners and residents with City code enforcement and solid waste personnel in comprehensive cleanup programs.

HOU Policy 4.1.10: Incorporate Crime Prevention through Environmental Design (CPTED) to ensure that issues of community safety and crime prevention are adequately considered in land use, development, re-development activities to aid the integration of safety and security concerns throughout the development review process for all residential projects.

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HOU OBJECTIVE 4.2: Neighborhood Sector Plan Housing Classification System

Install a neighborhood classification framework as part of updated Neighborhood Sector Plans of "needing revitalization," "needing rehabilitation," or "needing stabilization" to prioritize the allocation of resources.

HOU Policy 4.2.1: Identify the factors that create residential gentrification and determine the neighborhoods where displacement is occurring or could happen.

HOU Policy 4.2.2: Analyze the impact of significant infrastructure improvements, which require the creation of assessments, increase the cost burden of households, and unintentionally contributes to displacement.

HOU Policy 4.2.3: Identify strategies the City and its partners can employ to promote thriving neighborhoods.

HOU Policy 4.2.4: Support creative strategies, such as tax abatements for renovations, to mitigate housing cost burdens and limit the impacts of gentrification and displacement of long-term residents.

HOU OBJECTIVE 4.3: Neighborhood Revitalization and Stabilization

The city shall continue to protect and stabilize residential neighborhoods as a means of increasing housing opportunities, through the following:

HOU Policy 4.3.1: The City shall continue its Neighborhood Enhancement Strategy through the multi-pronged, multi-departmental, and multi-disciplinary approach developed in 2004 and coordinated with strategic neighborhood planning processes through neighborhood planning, Weed and Seed programming, the Community Revitalization Teams (CRTs), the Unsafe Building Ordinance, and continue updates to the Redevelopment Plan and CRA boundaries.

HOU Policy 4.3.2: The City shall map and encourage redevelopment activities in areas as much as at 26th Court and Avenue S Corridor, focusing on infill and rehabilitation. This includes incorporating areas outside the CRA such as the County's Housing Target Areas to coordinate stability efforts.

HOU Policy 4.3.3: Any CRA Redevelopment Plan shall include strategies for stabilization/ enhancement of neighborhoods, including the single-family neighborhoods north and south of East Blue Heron Boulevard.

HOU Policy 4.3.4: As a means to stabilize neighborhoods and provide a greater mix of housing opportunities, the City shall, develop policies and procedures to initiate a program to consider acquisition and/or rehabilitation of vacant or foreclosed homes.

HOU Policy 4.3.5: The City will continue to support programs and projects listed in the Neighborhood Sector Plans that allow for increased home ownership opportunities, as a means to assist in neighborhood stabilization.

HOU Policy 4.3.6: The City will support and assist its non-profit partners to provide mixed-use redevelopment opportunities within targeted areas identified through neighborhood planning in order to eliminate blight in commercial area conditions.

HOU Policy 4.3.7: Through the capital improvements plan, utilize Neighborhood Sector Funds and the Neighborhood Revitalization Program to implement projects that incorporate new vegetation, shrubs, landscaping, and expanded urban tree canopy.

HOU Policy 4.3.8: Utilize the State Housing Initiatives Partnership (SHIP) program to identify and support catalyst housing projects and sites, particularly within older neighborhoods that have not experienced recent reinvestment, including those located outside designated redevelopment areas.

HOU Policy 4.3.9: To stabilize neighborhoods and prevent displacement, the City shall create a Community Benefits Program that will allow for reinvestment into the City.

HOU OBJECTIVE 4.4: Conservation and Rehabilitation

The City shall continue to meet the goals established to achieve the subsidized rehabilitation of low-and moderate-income single-family units annually.

HOU Policy 4.4.1: The City will, under its Housing Rehabilitation Program, provide residents with minor repairs to their properties including elderly residents on fixed incomes; major rehabilitation work to be accomplished through Palm Beach County housing rehabilitation funding and Riviera Beach Housing Trust Fund.

HOU Policy 4.4.2: In conjunction with the monitoring of substandard units, the City shall establish a procedure to monitor the effectiveness of rehabilitation efforts.

HOU Policy 4.4.3: The City shall continue to take a pro-active role in determining the location of County CDBG rehabilitation efforts. The City may direct such rehabilitation efforts towards the CDBG Planning Area, or areas targeted under the Neighborhood Sector Plans developed by the City.

HOU Policy 4.4.4: The City shall work actively with Palm Beach County Housing and Economic Development by marketing available programs to investors, community partners, and small developers within the City to develop a strategy to encourage multi-family rehabilitation.

HOU Policy 4.4.5: The City will continue to provide Emergency Disaster Relief to residents whose homes are severely impacted by hurricanes or other extreme weather events, contingent upon County, State, and/or Federal funding.

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HOU Policy 4.4.6: The City will continue to work with the Housing and Urban Development, Florida Power & Light Company to provide Home Energy Makeovers or utilize the Low-Income Home Energy Assistance Program (LIHEAP) for low-income residents, which install energy-efficient upgrades to existing housing to conserve energy and reduce residents' energy costs.

HOU Policy 4.4.7: The City shall continue to apply for local, State and Federal funding to enhance and revitalize existing neighborhoods and/or housing rehabilitation programs.

HOU Policy 4.4.8: The City shall continue to rehabilitate homes using CDBG, SHIP, HOME, CRA and other funds.

HOU OBJECTIVE 4.5: Historic and Culturally Significant Housing Resources

Encourage the preservation of local cultural or historic residential areas, whether existing structures, non-designated structures or important properties and locations.

HOU Policy 4.5.1: The CRA and the City shall assess all structures in the redevelopment area to determine if any houses are of historic significance; if any significant units are found, the CRA and planning staff shall establish restoration standards and review procedures consistent with the Department of the Interior standards for renovation.

HOU Policy 4.5.2: Create a community-based engagement process to establish criteria for surveying and inventorying historically or culturally important neighborhoods, structures or properties citywide.

HOU Policy 4.5.3: Encourage the re-use of identified subject properties particularly to incorporate public uses or activities appropriate to its historic importance or neighborhood context.

HOU Policy 4.5.4: Encourage the ongoing maintenance and preservation of inventoried residential properties and avoid inappropriate alterations

HOU OBJECTIVE 4.6: Improving Substandard Housing

Continually improve housing opportunities for very low, low, and moderate income persons, the City shall continue to reduce the number of substandard units in the City utilizing its Unsafe Building Abatement Ordinance and Community Response Team (CRT) activities, through systematic rehabilitation or demolition and replacement.

HOU Policy 4.6.1: The City shall review the minimum housing standards portion of the City Code of Ordinances to assess their effectiveness in achieving correction of substandard housing through code enforcement: The City Code shall become consistent with the Florida Building Code, which symbolizes the newer, more stringent standards for housing in areas where severe weather occurs.

HOU Policy 4.6.2: The City shall continue its efforts under the CRT and Unsafe Building Abatement Ordinance to review and order the demolition of unsafe (or as defined in Ordinance 2971) units annually. The City shall additionally institute a formalized "systematic" code enforcement program with tracking and reporting mechanisms using City Housing Trust Fund and Community Development CDBG rehabilitation program dollars, to make more progress on correcting substandard housing and documenting such efforts. The program shall also address litter, illegal dumping, and adjacent commercial uses.

HOU Policy 4.6.3: The City shall facilitate supply of quality affordable housing, through the identification and improvement of existing housing and communities, including those of historical significance, through rehabilitation and adaptive reuse strategies, in order to increase affordable housing stock.

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INFRASTRUCTURE ELEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction

The Infrastructure Element guides the provision, operation, and long-term management of the City of Riviera Beach's essential utility systems. High-quality water, sewer, wastewater, and solid waste services are critical to protecting public health, supporting economic growth, and maintaining a high quality of life for residents and businesses. As the City continues to redevelop and reinvest in its neighborhoods, maintaining reliable infrastructure and planning for future demand remain central priorities.

Riviera Beach is committed to delivering a safe and dependable potable water supply. Protecting the City's wellfields, investing in system maintenance, and promoting water conservation are essential to ensuring long-term water availability. These efforts help safeguard the City's natural resources and strengthen resilience in the face of drought, population growth, and climate-related challenges.

The wastewater system, including collection, transmission, and regional treatment, must be managed to maintain adequate capacity and prevent system failures that could impact the community and the environment. Ongoing upgrades, coordination with regional partners, and proactive asset management support a wastewater system that is reliable, efficient, and prepared for future growth.

Similarly, effective solid waste and recycling services contribute to a clean, safe, and sustainable community. Proper management of these services reduces environmental impacts, supports neighborhood quality, and advances the City's broader sustainability goals.

Together, Riviera Beach's water, sewer, wastewater, and solid waste systems form the backbone of the built environment. Through strategic planning, investment, and conservation, the City will continue to provide high-quality, resilient, and environmentally responsible infrastructure to meet the needs of current and future generations.

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GOAL *To provide and maintain the public infrastructure in a manner that will ~~i~~ensure excellent public health, safety, and quality of life for Riviera Beach residents, businesses, and visitors.*

OBJECTIVE 1.1: ~~Current Deficiencies~~ Constructing and Maintaining Infrastructure

~~The City shall correct infrastructure deficiencies by implementing the stormwater, sanitary sewer and potable water policies specified below.~~ The City shall construct and maintain infrastructure in a manner to correct deficiencies, provide proper levels of service, and serve the public to modern standards.

INF Policy 1.1.1: The City shall proactively address infrastructure deficiencies by implementing stormwater, water resources management, potable water and sanitary sewer controls to ensure the safety and health of all entities served. Such controls and measure shall include, but not be limited to, strict testing and reporting requirements, accountability and proper supervision of staff, and public and agency notification of any potential public health and safety threats.

OBJECTIVE 1.2: Potable Water and Distribution Facilities and Services

Construct and maintain sufficient utility infrastructure to maintain water resources and provide quality potable water service and wastewater service in a manner to protect the public health, welfare and environment in accordance with applicable local, state and federal regulations.

~~OBJECTIVE 1.2: Water and Sewer Facilities~~

~~The City shall construct and maintain sufficient utility infrastructure to provide potable water and sewer service in a manner to protect the public health and environment in accordance with applicable local, state and federal regulations.~~

INF Policy 1.2.1: The City, prior to approving a building permit, will consult with the ~~City~~ Utility Special District to confirm ~~determine whether~~ that adequate water supply~~ies~~ will be available to serve the ~~new~~ proposed development ~~will be available~~ no later than the anticipated date of issuance of a certificate of occupancy ~~by the City~~.

INF Policy 1.2.2: The USD ~~City's~~ water system shall provide 19~~7~~7 gallons per person per day (average) with a ~~minimum~~ storage capacity of ~~3~~4,300,000 gallons at sufficient water pressure ~~capacity~~ to meet fire flow demands as determined by the Fire Chief.

INF Policy 1.2.3: All facility improvements involving rehabilitation, replacement, expansion or capacity increase within the Utility Special District service area shall be compatible with the

adopted level of service standards for facility design as required by local, state and federal regulations.

INF Policy 1.2.4: ~~Capacity fee:~~ Implement capacity improvement fee to support expansion of a USD facility.

INF Policy 1.2.5: The City shall upgrade potable water treatment processes to provide ~~aesthetically pleasing~~ premium water, while meeting all regulatory requirements. The City shall implement improvements necessary for filtration, disinfection, trihalomethanes and other regulated contaminants~~.~~ ~~A new water treatment plant that will utilize membrane technology is currently under a design phase and is forecasted to commission in~~ 2027. A new water treatment plant utilizing membrane technology shall be designed and commissioned by 2027.

INF Policy 1.2.6: Maintain the inventory and condition of the water distribution system through regular updates to the city database and the use of surveillance programs.

INF Policy 1.2.7: Whenever the opportunity occurs to uncover or examine an existing water main, conduct an inspection to evaluate the condition and log the results to help inform the Operation and Maintenance plan.

INF Policy 1.2.8: Distribute annual consumer confidence reports to residents that describe the current condition of potable water, including at a minimum, water quality, consumption trends, and treatment methods.

INF Policy 1.2.9: Require new development to be responsible for extending water service to and through land to be developed; these extensions shall meet the City's performance standards.

OBJECTIVE 1.3: Wastewater Facilities - Maintain and enhance a safe, efficient, and resilient wastewater collection, transmission, and treatment system by ensuring adequate facility capacity, reducing system vulnerabilities, coordinating with regional partners, and supporting existing and future development while protecting public health and the environment.

INF Policy 1.3.1: The City sanitary sewer collection system shall accommodate an average daily flow of at least 135 gallons per capital per day.

~~**Policy 1.2.1:** The City Utility District shall continue to correct inflow and infiltration (I/I) of the sanitary sewer collection system.~~

INF Policy 1.3.2: All facility improvements involving rehabilitation, replacement, expansion or capacity increase within the Utility Special District service area shall be compatible with the adopted level of service standards for facility design as required by local, state and federal regulations.

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INF Policy 1.3.3: Continue to meet both the EPA Stage 1 and Stage 2 disinfection byproduct rule requirements.

~~**Policy 1.2.2:** In areas within the 100-year flood plain where existing public utility systems (e.g., potable water, sewer) require repair, rehabilitation or increased capacity, water and sewer lines shall be retrofitted to incorporate measures to prevent backflow, and should be adequately protected to prevent damage caused by erosion, scour, debris impact, velocity flow, and wave action. Once identified and costs estimated, the City will submit all projects for inclusion on the Palm Beach County Local Mitigation Strategy (LMS) Prioritized Ranking List.~~

INF Policy 1.3.4: The USD shall maintain its wastewater collection and conveyance systems in compliance with FDEP and local Department of Health standards and guidelines.

~~**Policy 1.2.3:** All facility improvements involving replacement, expansion or capacity increase within the City Utility District service area shall be compatible with the adopted level of service standards for facility design as required by state and federal regulations.~~

INF Policy 1.3.5: Industrial Pretreatment Program: The Utility Service District shall continue to monitor its wastewater collection system for compliance with the Industrial Pretreatment Program (IPP) defined under the City of West Palm Beach pretreatment program and regulated under the Federal Register. The Utility Special District with the assistance of local regulatory agencies, shall act to identify the source(s) of potential industrial discharges and impose corrective measures, up to and including fines.

~~**Policy 1.2.4** The City shall continue to coordinate with the City of West Palm Beach to address and enforce violations associated with the East Central Region Water Reclamation Facility's Industrial Pre-Treatment Program and upstream sewerage infrastructure. As necessary, the City shall work with entities to reduce the concentration and/or quantity of unsuitable and undesirable components discharged by utility customers.~~

INF Policy 1.3.6: Operate and Maintain Water Treatment Facilities: The Utility Special District shall commence with replacement of the lime softening water plant to address new emerging contaminants, such as PFOS, through the addition of enhanced filtration, such as nanofiltration, reverse osmosis or similar treatment processes. The program shall be incorporated into the annual Capital Improvement Program.

INF Policy 1.3.7: Wastewater Collection and Transmission: The Utility Special District shall continue a renewal and replacement program for upgrading or replacing sanitary sewer lift stations and reducing groundwater infiltration through grouting, lining and other restoration techniques (as necessary). The phased multiyear program shall be incorporated into the annual Capital Improvement Program.

OBJECTIVE 1.4 ~~1.6~~: Water Conservation

The City shall meet the requirements of the South Florida Water Management District consumptive use permit such as to reduce the per capita usage. ~~*Achieve the capability to reduce*~~

~~*water consumption by 15 percent in times of a water supply emergency and reduce water consumption by 5 percent on a permanent basis for City-owned or maintained areas.*~~

INF Policy 1.~~6~~4.1: In case of the event of low water supply, the City shall adopt an emergency water shortage ordinance ~~by 2012~~ in adherence with the South Florida Water Management District emergency water shortage rules, including requirements for water saving techniques and the implementation of fixtures that conserve water.

INF Policy 1.~~6~~4.2: The City shall, whenever possible, use ~~xeriscape~~ Florida-Friendly L~~l~~andscaping in street medians to reduce water consumption. If the City bids out such work, this ~~will~~ shall become a condition of the bid document.

INF Policy 1.~~6~~4.3: The City shall integrate water conservation measures as part of its routine maintenance program to reduce water consumption for City-owned buildings, properties, parks and landscaped medians.

INF Policy 1.~~6~~4.4: The City shall encourage and support a coordinated regulatory and programmatic approach for the protection of aquifer recharge areas and for environmental protection efforts.

INF Policy 1.~~6~~4.5: The City shall provide educational materials to the public focusing on water conservation techniques and water conserving devices.

INF Policy 1.~~6~~4.6: The City shall require the use of water conserving fixtures and drought tolerant landscaping, specifically Florida native plant species (Florida friendly), drought tolerant sod/grass in new developments and redevelopment.

INF Policy 1.~~6~~4.7: Once available, the City shall require the use of treated wastewater for irrigation in new development and redevelopment projects.

INF Policy 1.~~6~~4.8: The City shall ~~develop a~~ maintain its meter testing, ~~and~~ leak detection, high usage, and back flow maintenance ~~repair~~ program. In 2019, RBUSD implemented and will continue to maintain the automated metering infrastructure (AMI) system throughout its service jurisdiction.

INF Policy 1.~~6~~4.9: The City shall encourage and promote the use of water reclamation activities at the East Central Regional Water Reclamation Facility including, but not limited to, the use of reclaimed water irrigation and process water systems, constructed wetlands, aquifer storage and recovery wells, groundwater recharge, and indirect reuse systems.

OBJECTIVE 1.5~~1.7~~: Groundwater Protection ~~Wellfields~~

Protect the City's natural drainage and recharge areas by retaining all existing natural water bodies and following the Palm Beach County Wellfield protection ordinance.

INF Policy 1.~~7~~5.1: The City shall implement the regulations of its Land Development Code, ~~especially~~ including the environmental threshold reviews, wellfield protection provisions, and retention requirements for existing water bodies, to protect aquifers through water conservation,

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and preserve ~~ation of~~ the functions of aquifer recharge areas and ~~to as~~ ensure adequate pervious areas ~~in conjunction~~ associated with new development.

INF Policy 1.~~7~~5.2: The City shall assist the County in enforcing the countywide wellfield protection ordinance through its code enforcement programs, by complying with Palm Beach County Department of Environmental Resource Management and ~~all~~ other appropriate agency requirements.

INF Policy 1.5.3: Maintain provisions in the program for raw water supply that require only minimal reliance upon wells that are subject to saltwater intrusion.

INF Policy 1.~~7~~5.~~3~~4: The ~~City~~ Utility District shall continue to monitor groundwater quality in the vicinity of the County's Dyer Boulevard landfill and resource recovery facility.

INF Policy 1.~~7~~5.4~~5~~: The City shall develop future surficial potable wells ~~fields~~ consistent with Palm Beach County's Wellfield Protection Ordinance, when it can be determined through hydrogeologic modeling/testing that such operation would not adversely affect the natural resources or other management objectives of these resources.

OBJECTIVE ~~1.8~~1.6: Water Supply Planning

The City shall plan for future water supplies through the adoption and scheduled updates of a Water Supply Work Plan and incorporate the alternative water supply projects identified in the SFWMD's regional water supply plan.

INF Policy 1.~~8~~6.1: The City shall coordinate with the SFWMD and consider the latest version of SFWMD's regional water supply plan pursuant to s. 373.0361(2)(a) when developing or updating the City's Water Supply Work Plan.

INF Policy 1.~~8~~6.2: The City of Riviera Beach hereby adopts by reference the Water Supply Facilities Work Plan (Work Plan) into the City of Riviera Beach Comprehensive Plan, within 18 months after the SFWMD approves an updated regional water supply plan, for a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City of Riviera Beach.

INF Policy 1.~~8~~6.3: The City shall coordinate with other water utility providers, including municipalities, public and private utilities, regional water supply authorities, special districts, and the SFWMD to encourage the planning and development of multi-jurisdictional water supply facilities that are sufficient to meet projected demands for established planning periods, including the development of alternative water sources to supplement traditional sources of groundwater and surface water supplies.

INF Policy 1.~~8~~6.4: The City shall coordinate with the SFWMD and other entities to

- ~~a~~ Assist with implementation of the provisions of the Regional Water Plan, Comprehensive Everglades Restoration Plan (CERP), and other regional water resource management and restoration programs,
- ~~to e~~ Evaluate the long-term needs of the natural and built environments,

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- ~~to m~~ Monitor activities that may result in the degradation or over-utilization of potable water resources, and
- ~~to as~~ Ensure adequate water supply for the competing needs of native ecosystems, agriculture, and domestic and industrial users.

INF Policy 1.8~~6~~.5: The City shall coordinate with the SFWMD and other entities to encourage wetland mitigation, environmental protection, and water management efforts that support and optimize the functions of the East Coast Buffer and the Water Preserve Areas.

INF Policy 1.8~~6~~.6: The City shall coordinate with the SFWMD and other entities, when requested, to give priority to water supply for native ecosystems and other areas with significant plant and animal life.

~~**Policy 1.8.7:** The City shall coordinate with the SFWMD and other entities to encourage and support a coordinated regulatory and programmatic approach for protection of aquifer recharge areas and for environmental protection efforts.~~

INF Policy 1.~~5~~6.~~6~~7: The USD ~~City~~ shall coordinate with the South Florida Water Management District (SFWMD) in the development of the District's ~~City's~~ Water Supply Plan, which will provide adequate water for the conservation, and restoration of native ecosystems, agricultural, domestic, public water supply, and industrial needs.

OBJECTIVE 1.4~~6~~7: Stormwater

~~*The City shall construct and maintain sufficient utility infrastructure to provide potable water and sewer service in a manner to protect the public health and environment in accordance with applicable local, state, and federal regulations.*~~

Enhance the City's resilience by implementing advanced stormwater management principles to reduce flood risk, improve water quality, and support local ecosystems.

INF Policy 1.4~~6~~7.1: The City shall not approve any new direct discharges of stormwater into coastal waters.

INF Policy 1.4~~6~~7.2: The City will actively participate on the Palm Beach County Local Mitigation Strategy (LMS) Steering Committee.

INF Policy 1.4~~6~~7.3: All stormwater projects shall be submitted to the LMS Program for inclusion on the Countywide list of Prioritized Projects and shall be included in the City's Capital Improvements Element.

INF Policy 1.4~~6~~7.4: The City shall allow the maximum impervious coverage as follows:

- Single family residential districts are allowed up to 60% impervious coverage for individual lots;

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- Residential PUD districts require site plan review to ensure appropriate stormwater design and are allowed up to 70% impervious coverage for the entire property ;
- .
- Multi-family residential, and Mixed Use, districts are allowed up to 70% impervious coverage for the entire property ;
- Commercial districts including Commercial PUD are allowed up to 75% impervious coverage for the entire property;
- Industrial districts are allowed up to 85% impervious coverage for the entire property.
- Within the CRA, alternative stormwater management methods appropriate for urban development, such as baffle boxes, exfiltration systems, cistern/rooftop storage, and pervious pavement may be used to allow higher percentages of impervious coverage. ~~Alternative stormwater management systems shall be designed to provide equal or better stormwater storage and treatment and shall be subject to approval by the City Engineer.~~ The downtown zoning districts shall establish maximum lot coverage impervious criteria.

INF Policy 1.47.5: The City shall continue to review data from the existing surface water quality monitoring network to identify point-source and non-point source water quality problem areas and develop and implement programs designed to reduce point and non-point source discharges to surface waters. The City shall continue to enforce Surface Water Quality Standards and the Stormwater Pollution Prevention Ordinance throughout its jurisdiction. The City shall comply with the U.S. EPA National Pollutant Discharge Elimination System (NPDES) stormwater permit requirements.

INF Policy 1.47.6: The City shall not take any land use actions which are inconsistent with County, State, and South Florida Water Management District efforts to maintain and/or improve water quality in the Lake Worth estuary, or are in conflict with an adopted surface water improvement and management plan.

INF Policy 1.47.7: The City supports the implementation of the Lake Worth Lagoon Management Plan. As part of that effort, the City will coordinate with the County on stormwater discharges into the Lake Worth Lagoon and other estuarine waters, to implement actions which will meet or exceed the State's Class III Surface Water Quality Standards.

INF Policy 1.47.8: The City shall continue to work toward reducing direct stormwater outfalls into Lake Worth.

INF Policy 1.47.9: The City shall continue to enforce the provisions of the Wellfield Protection Ordinance.

INF Policy 1.47.10: The City shall continue to upgrade its stormwater system infrastructure by implementing water quality and flood control improvements in accordance with its adopted 'Stormwater Master Plan'.

INF Policy 1.~~1~~7.~~1~~11: The City and the Community Redevelopment Agency shall work with developers to reduce direct drainage outfalls where feasible ~~to the~~ on the west side of Lake Worth Lagoon (Intracoastal Waterway) between the FPL power plant and 34th Street throughout the corporate limits.

INF Policy 1.2~~7~~.3~~1~~2: The City shall coordinate with the South Florida Water Management District and the Northern Palm Beach County Improvement District to ensure that the ~~two~~ three organizations more carefully monitor their drainage control gates in western Riviera Beach in order to reduce prolonged inundation ~~ponding~~. The City's ~~Engineering Division~~ Stormwater Management Division shall assist in the monitoring program.

INF Policy 1.1~~7~~.4~~13~~: The City shall endeavor to maximize utilization of alternative stormwater quality treatment techniques in the implementation of roadway reconstruction. Specifically, utilization of exfiltration trench, pervious concrete, and other technologies that facilitate surficial recharge.

INF Policy 1.7.14: All new development retain on site the rainfall from a one-hour storm that statistically occurs once in 3 years, an amount estimated to be 2.7 inches. Roadway and parking lot finished elevations shall be at or above the peak stage elevation for the 5-year 1-day storm event. Building ground floor elevations shall be above the 100-year 3-day storm stage elevation or one foot above the crown of the road, whichever is greater. The stormwater system of new developments shall also be designed to comply with the water quantity and quality requirements of the appropriate permitting agency but post-development runoff shall not exceed pre-development runoff and comply with SFWMD.

INF Policy 1.7.15: The City shall pursue the piping of canals to the extent feasible and economical.

OBJECTIVE ~~1.3~~ 1.8: Solid Waste

The City shall ~~continue to advocate a reduction in the per capita amount of solid waste trucked to the County disposal site.~~ promote participation of residents and businesses in available recycling/solid waste programs.

INF Policy 1.3~~8~~.1: The City shall ~~support efforts by its contracted solid waste hauler to separate solid waste at the curbside into glass, plastic, aluminum and trees/yard trimmings (all of which is recycled). Recycling of tires and batteries will be explored.~~ educate and empower our residents and businesses through direct and indirect engagement activities.

INF Policy 1.3~~8~~.2: It is the policy of the City to avoid adverse impacts of garbage trucks in residential neighborhoods, and to coordinate with the County Solid Waste Authority regarding the operation of the incinerator in order to avoid the impact of smoke on established residential neighborhoods.

~~**Policy 1.3.3:** The City shall continue working to eliminate community trash piles citywide. This activity shall be coordinated with the Palm Beach County Solid Waste Authority and the City's contracted waste hauler to ensure that these community trash piles and debris are disposed of according to regulations outlined the Land Development Code~~.

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INF Policy 1.8.3: In order to eliminate community trash piles Citywide, the City must coordinate both on the identification, monitoring, and enforcement of these locations as well as influencing the development or enhancement of the typically vacant lots where this occurs.

INF Policy 1.~~3~~8.4: The City shall ~~continue its~~ conduct outreach ~~programs~~ programming to educate residents and businesses on reducing, reusing and recycling materials in an effort to minimize waste impacts to landfill disposal sites.

INF Policy 1.8.5 The City maintains a solid waste level of service standard of 6 pounds per capita per day. To ensure consistent and efficient waste management, the City shall maintain an agreement with the County service provider that outlines the following minimum levels of service:

Residential Collection:

- Refuse Collection: Twice per week
- Bulk Trash Collection: Once per week
- Vegetation/Yard Waste Collection: Once per week
- Recyclables Collection: Once per week

Commercial Collection:

- Garbage and Trash Collection: At least once per week

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~~TRANSPORTATION~~ MOBILITY ELEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction:

The Mobility Element establishes the City of Riviera Beach's multimodal mobility and access framework, setting forth citywide goals, objectives, and policies that guide the development of a safe, connected, and efficient transportation system. This element supports a transition toward a balanced mobility network that meets the needs of all who travel through the community.

The Mobility Element aims to:

- *Create a transportation network for all. Expand* mobility choices and shift toward a system that supports walking, bicycling, transit, micromobility, and vehicular travel for users of all ages and abilities.
- *Prioritize safety through innovation.* Incorporate modern and next-generation design strategies, technologies, and infrastructure to improve safety for all modes.
- *Plan for connected streets and pathways.* Establish a planning framework—supported by a Multimodal Master Plan—to identify and address gaps in the street and pathway network, and pursue funding opportunities to close those gaps.
- *Support community and economic growth.* Ensure the transportation system efficiently moves people and goods, strengthens economic activity, and connects local and regional destinations.
- *Partner with the private sector.* Collaborate with private partners to fund and deliver mobility improvements that enhance the multimodal network and improve public safety.
- *Build a resilient and adaptable system*. Create a transportation network that can withstand coastal flooding, stormwater impacts, and other hazards, while supporting safe evacuation from high-risk areas during emergencies.

This Element includes the criteria for the mandatory Transportation Element pursuant to Chapter 163.3177(6)(b), Florida Statutes.

MOB Goal 1

Create a long-term transportation vision for Riviera Beach that transitions from an auto-centric network to a safe, convenient, and balanced multimodal system that supports walking, bicycling, micro-mode, and public transit as integral parts of daily travel and community life.

~~*Provide a safe, convenient, continuous, comfortable and aesthetically pleasing motorized and non-motorized transportation system, which is intricately related to the land use pattern and improves the level of mobility of all City residents and visitors.*~~

MOB OBJECTIVE 1.1: Create a Mobility Master Plan

Create a Multi-Modal Master Plan as an ongoing policy framework that prioritizes infrastructure projects that expand and build a network conducive to all present and future mobility forms.

MOB Policy 1.1.1: Plan for a safe, efficient, and connected network that accommodates all forms of nonmotorized transportation including pedestrians, bicyclists, and users of other human-powered or emerging mobility devices. The network should provide accessible, comfortable, and inclusive travel options for people of all ages and abilities, while establishing a flexible framework to integrate future, next-generation mobility types as they emerge.

MOB Policy 1.1.2: To understand the geography of the physical mobility network, analyze the following when creating a Mobility Master Plan:

- Identify preferred routes of bicycle and pedestrian travel;
- Locate major east/west and north/south corridors that currently demonstrate high volumes of non-vehicular mobility;
- Recognize and map areas with high incidents of vehicle/pedestrian conflicts;
- Identify areas prone to land use transition and stable areas unlikely to change;
- Identify emerging neighborhoods and nodes of rental and ownership unit growth;
- Map economic centers in the downtown and CRA that may attract future jobs;
- Map neighborhood centers with recreation and civic destinations that attract travelers in addition to commuters;
- Identify notable physical barriers, particularly those related to movement of goods and rail/shipping/trucking corridors.

MOB Policy 1.1.3: Conduct a targeted community engagement effort to identify and prioritize public improvements to the mobility network with a focus on the following:

- Areas or routes that the community has identified as having potential to create safer non-vehicular travel.
- Gauge community perception on the location of low-stress and comfortable routes in contrast to dangerous or high-stress, streets, intersections or connections.
- Include those of all ages and abilities, emphasizing younger age cohorts, teens, and older adults.

MOB Policy 1.1.4: In the master planning effort, utilize Level of Traffic Stress (LTS) maps to measure and prioritize network and infrastructure improvements creating routes that improve pedestrian and bicyclists' comfort and safety in addition to efficiency and speed of movement.

MOB Policy 1.1.5:

Integrate dedicated bicycle routes, buffered bicycle lanes, or other prioritized means of passage through the CRA and downtown areas that connect civic, recreation, or commercial nodes to neighborhoods and mobility centers.

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MOB Policy 1.1.6: Prioritize master planning proposals for bike or pedestrian facilities along safe, walkable streets on quieter routes that demonstrate vehicle speeds that are more comfortable for slower moving travel modes.

MOB Policy 1.1.7: A Mobility Master Plan shall consider how emerging land use patterns combined with new technologies will impact travel patterns, signal and sensing technologies, travel demand management, and parking and passenger pick-up spaces to encourage flexible street design.

MOB Policy 1.1.8: A Mobility Master Plan shall push for the adoption of Vision Zero policies to reduce annual traffic-related deaths and serious injuries to zero, including benchmarks to measure progress.

MOB Policy 1.1.9:
Utilize the Mobility Master Plan framework to perform a mobility impact fee technical study and prepare a report that outlines ways to offset development impacts by funding multi-modal infrastructure.

MOB OBJECTIVE 1.2: Vision Zero Policy

The City shall establish a Vision Zero policy to reduce transportation and traffic-related deaths and serious injuries to zero and emphasize reductions in the number of serious injuries.

MOB Policy 1.2.1:
The City shall adopt a Vision Zero Action Plan to be incorporated into all long-range land use and mobility master plans to identify and prioritize projects, establish benchmarks, and measure progress. The Action Plan shall be updated every five years.

MOB Policy 1.2.2: In a Vision Zero Action Plan, the City shall prioritize public improvements targeting vulnerable road users, low-income and at-risk populations, and locations with higher concentrations of these population, including, but not limited to, schools, after care facilities, parks, and healthcare or social services facilities.

MOB Policy 1.2.3: Create and implement a Safe Streets Action Plan using data, community input and engagement, enforcement, education, and evaluation strategies prioritizing areas most affected by fatal and serious traffic crashes throughout the city.

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MOB Policy 1.2.4: Engage and communicate with local and regional partners law enforcement agencies and policymakers to influence street design, maintenance, operations, and policing

MOB Policy 1.2.5:
Seek partnerships with Palm Beach County, Palm Tran, the State of Florida, and information technology providers to implement innovative transportation technologies and strategies, including demand management, traffic signal coordination, bicycle and pedestrian detection and counting systems, and smart network planning, to optimize the mobility network and improve transportation safety.

MOB Policy 1.2.6: The City shall encourage safe pedestrian, nonmotorized, and other roadway usage behaviors through educational programs for the general public through its community policing program.

MOB Policy 1.2.7: The City shall coordinate with local and regional agencies to provide transportation safety and educational training programs for at-risk populations and vulnerable roadway users. The City shall partner with local schools to develop Safe Routes to School Plans and implement roadway safety education programs for students.

MOB OBJECTIVE 1~~.5~~ 3: Street Design Standards ~~Intergovernmental Coordination~~

The City shall continue to maintain street design standards for all roadways to ensure that construction of new streets and repair of existing streets will result in safe, balanced, livable streets that can be used for all forms of travel including non-vehicular modes of travel.

MOB Policy ~~1.5.1~~ 1.3.1: ~~By 2010,~~ T~~t~~he City and CRA shall designate in an official map those roadway facilities within the TCEA designated for multimodal design treatments supportive of safe, balanced, livable streets that can be used for all modes of travel including non-vehicular modes of travel.

MOB Policy ~~1.5.2~~ 1.3.2: The City shall adopt and maintain urban street design standards and guidelines, including ~~with~~ typical sections that incorporate multimodal transportation facilities and treatments that support all users and complement adjacent land uses.~~include treatments sought to foster all modes of transportation and complement adjacent land uses.~~ As practical, the street design standards shall incorporate livable community features such as narrower travel lanes, wider sidewalks, prominent crosswalks, curb extensions/bulb-outs, street trees, on-street parking, bus stops, bicycle ~~lanes~~ facilities, traffic calming

DRAFT

measures, pedestrian-scaled lighting, low speed turning radii, reduced use of right turn lanes, modest building setbacks and signal timings based on lower average vehicle speeds and ~~narrower~~ shorter pedestrian crossing distances. ~~If necessary, the street design standards may be area specific for the CRA and/or the TCEA.~~

MOB Policy 1.3.3: Interconnectivity for vehicles, pedestrians and bicyclists shall be provided between adjacent uses. Access may be limited for independent and assisted living facilities in order to ensure the safety and security of residents.

MOB Policy 1.3.4: Cross-access for vehicles, pedestrians and bicyclists shall be provided to adjacent developed and undeveloped land. Exceptions may be made for environmental, topographical, or physical constraints.

MOB Policy ~~1.5.3~~ 1.3.5: The street design standards shall be incorporated as part of the City's engineering/design criteria document and shall apply to new streets as well as those to be modified or reconstructed. The street design standards shall be provided to the FDOT and Palm Beach County to be incorporated in their designs for streets within the City.

MOB Policy ~~1.5.4~~ 1.3.6: The City shall continue to implement traffic calming measures, where appropriate and economically feasible, to increase safety for bicyclists and pedestrians and to reduce the negative impacts of vehicular traffic ~~automobiles~~ in residential areas.

MOB Policy ~~1.5.5~~ 1.3.7: The City shall continue to install or enhance sidewalks, bicycle lanes, raised medians and brick or brick-imprinted paver crosswalks, where feasible, in conjunction with street reconstruction projects. ~~The City shall recommend the same such enhancements be implemented for State and County roadway improvement projects.~~ The City shall coordinate with and recommend that State and County agencies incorporate similar multimodal enhancements into roadway improvement projects within the City.

MOB Policy ~~1.5.6~~ 1.3.8: The City shall continue to require the burial of overhead utility lines for all new development as a means to ensure the health, safety, and welfare of the community and to enhance the visual aesthetics of the City.

MOB Policy 1.3.9: The City shall implement Complete Streets principles in all new transportation projects to provide safe, accessible, and connected mobility options for users of all ages and abilities, including pedestrians, bicyclists, motorists, and transit users.

DRAFT

MOB Policy 1.3.10: The City shall foster ongoing public–private partnerships, encouraging placemaking and coordinated planning efforts that incorporate improvements to transit, shared mobility, bicycle, and pedestrian infrastructure into private development.

MOB Policy 1.3.11: All development projects and multimodal transportation plans shall be designed to provide and prioritize accessibility for people of all ages and abilities.

MOB Policy 1.3.12: Ensure accessibility and connectivity by providing ADA-compliant sidewalks, bicycle and multi-use paths, trails, lighting, transit and rideshare facilities, and streets that link new developments with existing neighborhoods and nearby commercial areas.

MOB Policy 1.3.13: When possible, integrate green infrastructure solutions, such as permeable pavements and urban trees, into transportation projects to manage stormwater and enhance environmental quality.

MOB Policy 1.3.14: Incorporate Community CPTED strategies into the planning, design, and maintenance of transportation infrastructure to create safe, well-lit, and welcoming streets, trails, and transit environments.

MOB Policy 1.3.15: The City shall integrate CPTED principles—such as natural surveillance, territorial reinforcement, access control, and maintenance—into the design of sidewalks, bicycle paths, transit stops, parking areas, and public spaces.

MOB Policy 1.3.16: The City shall coordinate with the Riviera Beach Police Department and community stakeholders to review transportation and streetscape improvement projects for opportunities to enhance visibility, lighting, and user safety through CPTED design features.

MOB Policy 1.3.17: The City shall ensure that new and rehabilitated transit stops, shelters, and mobility hubs incorporate CPTED concepts, including appropriate lighting, clear sightlines, emergency call systems, and visibility from adjacent land uses.

MOB Policy 1.3.18: The City shall provide staff training and design guidance on CPTED principles to ensure that safety and security considerations are incorporated early in the planning, permitting, and design review process for transportation projects.

MOB Policy 1.3.19: The City shall require that all new developments and roadway projects provide adequate emergency vehicle access consistent with Fire Rescue operational standards and Emergency Operations Center (EOC)

DRAFT

emergency routing requirements. All proposed roadway designs and site access configurations shall be reviewed and approved by the Authority Having Jurisdiction (AHJ) to ensure sufficient turning radii, vertical and horizontal clearance, and unobstructed access to key facilities and critical infrastructure.

MOB Policy 1.3.20: The City shall encourage the inclusion of public art, landscaping, and design elements that activate public spaces and promote a sense of ownership, comfort, and stewardship among users of transportation corridors.

MOB Goal 2.
Provide a safe and effective mobility network that is accessible to all modalities while meeting the community's need to access employment, goods, services, recreational, and cultural activities.

~~**GOAL 2** *Preserve and enhance desirable development patterns that support the City's vision to provide for a safe, convenient and efficient motorized and non-motorized transportation system that satisfies the transportation needs of the City's residents and visitors.*~~

MOB Objective 2.1 Roadway

Maintain and enhance the roadway network to ensure adequate connectivity and mobility in Riviera Beach, as well as develop safe system that prioritize safety and protects vulnerable road users. ~~*The City shall continue to maintain street design standards for all roadways to ensure that construction of new streets and repair of existing streets will result in safe, balanced, livable streets that can be used for all forms of travel including non-vehicular modes of travel.*~~

MOB Policy 2.1.1: The City shall conduct in-depth studies of local rights-of-way and neighborhood circulation patterns to identify safety improvements and prioritize implementation of recommendations from the Safe Streets for All Action Plan in support of the City's Vision Zero goals.

MOB Policy 2.1.2: The City shall strive to maximize non-vehicular trips to improve mobility for Complete Streets implementation.

DRAFT

MOB Policy 2.1.3: The City shall continue to incorporate the design of streets and roadways from the policies outlined in Palm Beach County's Complete Street Guidelines, the National Association of City Transportation Officials Design Guides, and the Florida Department of Transportation's (FDOT) Design Manual.

MOB POLICY 2.1.4: The City shall support and incorporate context-sensitive urban forestry techniques into its design and development standards to enhance shade, reduce heat, improve pedestrian and bicyclist comfort, and enhance corridor aesthetics. Where appropriate and consistent with applicable regulations, developers shall install landscaping within or adjacent to the public right-of-way to improve shade, walkability, and the overall pedestrian environment.

MOB POLICY 2.1.5: The City shall support and incorporate into its street design standards context-sensitive traffic calming and speed management techniques, such as reduced travel lane widths, textured pavement, roundabouts, on-street parking, and the strategic use of median treatments, to enhance safety, accessibility, and mobility for pedestrians, bicyclists, transit users, and motorists.

MOB POLICY 2.1.6: The City shall provide for the installation and maintenance of illumination throughout the public right-of-way network to promote safe and accessible pedestrian, bicycle, and alternative mobility travel.

MOB POLICY 2.1.7: The City shall implement resiliency standards within its roadway network by integrating streetscape design techniques intended to mitigate the effects of sea level rise.

MOB OBJECTIVE ~~1.1~~ 2.2: Roadway Level of Service

To the maximum extent controllable by the City, all roadways within the City shall operate at or above the roadway level of service standards contained herein. ~~The City shall emphasize safe and efficient management of the City's transportation system.~~

MOB Policy ~~1.1.1~~ 2.2.1: ~~adopt the level of service standards for average daily and peak hour time periods contained in the Palm Beach County Traffic Performance Ordinance for all County thoroughfare roadways within the City~~.

MOB Policy ~~1.1.2~~ 2.2.1: The City shall adopt the level of service standards established by the Florida Department of Transportation for Florida Intrastate Highway System (FIHS) roadways within the City.

MOB Policy ~~1.1.3~~ 2.2.2: The minimum acceptable average daily and peak period operating level of service for all City streets shall be Level of Service D using the latest edition of the Florida Department of Transportation (FDOT) Generalized Tables or another professionally accepted methodology, such as the

Transportation Planning and System Operations (TPSO) methodology, as approved by the City Engineer.

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MOB Policy ~~1.1.4~~ 2.2.3: The City adopts The Statewide Minimum Level of Service (LOS) standards for State Intermodal System (SIS) facilities. Development and redevelopment shall evaluate its impact on SIS facilities in and around the City, including portions of I-95, SR 710, SR 708, CSX and FEC railroad corridors, the Atlantic Coast Intracoastal Waterway (Lake Worth Lagoon) and shipping lanes, and the Port of Palm Beach.

MOB Policy 2.2.4: The City shall require that adequate roadway capacity, consistent with adopted Level of Service (LOS) standards, is available to serve new development. Where capacity is not available, the City shall require a proportionate share contribution to mitigate impacts.

MOB Policy 2.2.5:
The City shall conduct an annual review of high-crash locations on City-maintained roadways to identify patterns and contributing factors. The City shall apply the Safe Streets for All Action Plan to implement corrective measures that reduce the risk of future crashes.

MOB Policy 2.2.6: To address existing or projected transportation deficiencies, the City shall employ one or more of the following strategies, as appropriate:

A. Adoption of Constrained Roadways at a Lower Acceptable Level of Service (CRALLS), where roadway widening is infeasible or inconsistent with community objectives;
B. Multimodal transportation improvements, including pedestrian, bicycle, transit, and intersection safety enhancements;
C. Roadway or intersection capacity improvements;
D. Proportionate share or proportionate fair-share mitigation agreements;
E. Transportation demand management (TDM) strategies.

Mitigation measures shall be implemented in a manner consistent with adopted mobility, safety, resiliency, and complete streets policies.

MOB OBJECTIVE 1.~~2~~ 2.3: ***Transportation Concurrency Exception Area (TCEA) - Level of Service Exceptions***

The City shall continue to maintain provisions that allow for exceptions to the City's level of service standards in select cases where areas meet the City's special needs.

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MOB Policy ~~1.2.1~~ 2.3.1: A Transportation Concurrency Exception Area (TCEA) is ~~hereby established and~~ designated for the portion of the Community Redevelopment Area (CRA) as shown in Exhibit TE-1. There shall be no traffic concurrency requirements for development applications within this area. In return, the City will actively pursue the goals, objectives and policies contained herein to create sustainable development patterns with in the TCEA supportive of transit and non-motorized travel modes such as bicycle and pedestrian linkages.

MOB Policy ~~1.2.2~~ 2.3.2: ~~The City shall continue to prepare an annual monitoring report for development approvals within the TCEA to determine the cumulative ratio of approved residential units to 1,000 square feet of approved office and other non-residential space.~~ The City's Development Services Department will forward this report to the Palm Beach County Planning Director for review each year by March 1st.

MOB Policy ~~1.2.3~~ 2.3.3: Developments approved utilizing the TCEA shall remain at or below the maximum allowable limits for units, square footage, total daily trips and total PM peak hour trips set by Table TE-1 contained herein. No building permits shall be issued for new development when the applicable maximum allowable limit for that development is reached.

MOB Policy ~~1.2.4~~ 2.3.4: The City shall continue to require developments within the TCEA to contribute toward the cost of public transit infrastructure as one means to offset the impact of the concurrency exception on the arterial roadway network and FIHS.

MOB Policy ~~1.2.5~~ 2.3.5: As a condition for the designation of the TCEA, the City shall continue to monitor vehicular traffic operations at the intersection of Blue Heron Boulevard and Old Dixie Highway and work with the FDOT and County to improve the intersection.

MOB Policy ~~1.2.6~~ 2.3.6: As a condition for the designation of the TCEA, the City will provide two through lanes, two left turn lanes and a right turn lane on all four approaches to the intersection of Blue Heron Boulevard and the new US 1, however the second left turn lane on the east approach (westbound) may be omitted if it is determined that it is not feasible.

MOB Policy ~~1.2.7~~ 2.3.7: As a condition for the designation of the TCEA, the City shall provide hurricane shelter space for at least twenty (20%) percent of the annual population increase associated with hotel/motel developments, residential developments, mobile home and trailer park developments and recreational vehicle developments within both the boundaries of the TCEA and the hurricane vulnerability zone. The City shall coordinate a long-term comprehensive shelter program in conjunction with public, private and non-profit organizations to ensure

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that adequate shelter space is located in an area outside of the hurricane evacuation zone and meets current American Red Cross standards.

MOB Policy ~~1.2.8~~ 2.3.8: Consistent with the intent of the City's Redevelopment Plan, the City shall ensure that within each phase of residential development utilizing the TCEA designation the development be required to provide no less than five percent (5%) of the total residential units for occupancy by very low income (less than or equal to fifty (50%) of the County's median annual adjusted gross income) households and low income (more than fifty percent (50%) but less than or equal to eighty percent (80%) of the County's median annual adjusted gross income) households.

MOB Policy 1.2.9: ~~T~~**2.3.9:** ~~he TCEA shall not take effect unless and until the City of Riviera Beach demonstrates to the satisfaction of the Palm Beach County Engineer in his sole discretion that peak hour peak season traffic on Ocean Avenue does not exceed level of service D at buildout, based on maximum density/intensity/zoning established by the City of Riviera Beach Comprehensive Plan and land development regulations for properties on Singer Island outside the boundaries of the TCEA.~~ Any increase in use outside the CRA boundaries over that shown in Table 1 of the traffic study prepared by Kimley-Horn and Associates, Inc., dated July 17, 2003 (attached as Exhibit 4 of the Staff report prepared for the adoption hearing November 24, 2003), shall require reevaluation by the County Engineer. If the reevaluation shows that the level of service is exceeded on Ocean Avenue then the TCEA should be reconsidered by the Board of County Commissioners~~.~~

MOB Policy ~~1.2.10~~ 2.3.10: The City shall continue to require applications for proposed development within the TCEA on Singer Island to include a traffic analysis, showing external traffic, and all other existing and committed development traffic within the TCEA on Singer Island, for approval by the County Engineer in accordance with the limits set forth in Table TE- 1. Development Order approvals shall not be given without approval of the traffic analysis by the County Engineer.

MOB Policy ~~1.2.11~~ 2.3.11: The City designates the City limits as an existing urban service area. As defined by Section 163.3164, F.S., an existing urban service area means built-up areas where public facilities and services such as sewage treatment systems, roads, schools, and recreation areas are already in place.

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MOB OBJECTIVE 2.4.~~2~~: Right-of-Way (Transportation Corridor)

The City shall require the establishment and dedication of appropriate rights-of-way based on the impacts to the transportation system resulting from the proposed development and the needs of adjacent neighborhoods/communities.

MOB Policy ~~2.2.1~~ 2.4.1: The City shall continue to use the development plan review process to assure that existing rights-of-way are maintained or enhanced and proposed rights-of-way are adequately sized and strategically located.

MOB Policy 2.4.2: The City shall periodically review and, as necessary, update its impact fee program to ensure a legally sufficient connection and proportionality between new development impacts and the need for multimodal mobility infrastructure.

MOB Policy 2.4.3: The City shall require that adequate roadway capacity, consistent with the adopted LOS standards, is available or that a proportionate share payment will be is made when necessary to support new development. .

MOB Policy 2.4.4: The City shall conduct an annual review of high traffic crash locations to identify those occurrences on City maintained roadways. The City shall investigate causes and use to identify patterns and contributing factors, and shall apply the Safe Street for All Action Plan to implement corrective measures to that mitigate the risk of future crashes.

MOB Policy 2.4.5: The City shall exercise one or more of the following options to mitigate future LOS deficiencies, included, but not limited to:

A. Adopt Constrained Roadways at a Lower level of service (CRALLS).
B. Road and intersection improvements.
C. Proportionate Share.

MOB Policy 2.4.6: The City shall, in cases involving the closure of right of way for vehicular traffic, strive to ensure that the resulting closure space is landscaped in a visually appealing manner that encourages pedestrian and non-motorized vehicular use.

MOB Policy 2.4.7: The City shall coordinate the multi-modal use of public rights-of-way with compatible land uses, urban design, and development densities that support transit-oriented development, such as active public spaces, engaging ground-floor uses, reduced building setbacks, and parking located behind buildings where applicable.

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~~**GOAL 3** *Provide a safe, convenient, continuous, comfortable and aesthetically pleasing transportation environment that promotes walking.*~~

MOB OBJECTIVE ~~3.1~~ 2.5: Pedestrian Activity

Ensure a safe, accessible, and connected pedestrian network throughout the City that promotes mobility and encourages pedestrian activity.~~*Improve pedestrian safety on streets within the City by providing adequate facilities such as wider sidewalks, buffers from travel lanes, shade trees, pedestrian-scale lighting, shorter crossing distances, refuges in large intersections, and street furniture. Develop a 'park once' concept at activity centers within the TCEA boundaries.*~~

MOB Policy 2.5.1: Provide adequate facilities such as wider sidewalks, buffers from travel lanes, shade trees, pedestrian-scale lighting, shorter crossing distances, refuges in large intersections, and street furniture. Develop a 'park once' concept at activity centers with emphasis on the downtown area.

MOB Policy ~~3.1.1~~ 2.5.2: The City shall continue to~~ update its~~ create and coordinate with the County to update the inventory of existing sidewalks on all arterial, collector and local streets ~~and~~ to be maintained ~~the inventory~~ within its geographic information system (GIS) database to assist City staff in identifying sidewalk network gaps and establishing priorities for improvements.

MOB Policy ~~3.1.2~~ 2.5.3: ~~By 2010,~~ T~~t~~he City, in coordination with the CRA and Neighborhood Sector Plans, shall prepare a plan that inventories the need for pedestrian enhancements within the TCEA boundaries, including filling sidewalk gaps, installing street furniture, adding landscaped curb extensions and other pedestrian enhancements. The plan shall include an affordable and feasible schedule for making such improvements.

MOB Policy 2.5.4: The City shall maintain a facilities list of pedestrian improvements and a prioritized inventory of missing pedestrian links within the City.

~~**Policy 3.1.3** By 2010, the City shall complete a citywide pedestrian facilities study to determine what portions of the pedestrian system within the City should be enhanced to connects areas with major destinations.~~

MOB Policy 2.5.5: Pedestrian facilities shall be provided on both sides of all streets within the right-of-way, if feasible. The width of pedestrian facilities shall increase as densities and intensities increase. The widest pedestrian facilities shall be provided adjacent to non-residential and mixed-use buildings.

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~~**Policy 3.1.4:** The City shall require that streets within the City include sidewalks on both sides where feasible.~~

MOB Policy 2.5.6: Provide pedestrian safety by ensuring well-lit streets, intersections, pedestrian refuges, midblock crossings, and sidewalks.

MOB Policy ~~3.1.5~~ 2.5.7: The City shall require the following as appropriate and to the extent feasible: minimizing crosswalk distances by using narrow lanes, curb extensions, raised medians, small turning radii and reduced turning speeds; and minimizing or eliminating left-turn lanes and dedicated right-turn lanes in areas that are expected or planned to accommodate high pedestrian volumes.

MOB Policy ~~3.1.6~~ 2.5.8: The City shall require that sidewalks be kept clear of signs, furniture and other pedestrian obstacles that reduce the acceptable clear width.

MOB Policy ~~3.1.7~~ 2.5.9: The City shall request that sidewalks/ multi-use paths be installed and/or repaired as part of any State or County roadway widening or improvement project.

MOB Policy ~~3.1.8~~ 2.5.10: The City shall continue to work with the FDOT and the County to provide traffic control and design features to enhance pedestrian safety and comfort along all State and County facilities within the designated TCEA.

MOB Policy 2.5.11: The City shall maintain and improve leveled, accessible sidewalks that enhance safety, walkability, and the visual appeal of streetscapes throughout the community.

MOB OBJECTIVE ~~4.1~~ 2.6: Bicycle and Other Active Transportation Activity

Develop a safe, connected, and convenient mobility network that accommodates bicyclists and other users (skateboards, e-bikes, scooters, wheelchairs and other small low speed vehicles) as integral parts of the City's transportation system, making these modes practical and appealing choices for daily travel.

~~*By 2010, increase the number of bicycle trips to work within the City by two percent by providing adequate facilities to promote a bicycling environment. Based upon the 2000 Census 2022 US Census American Community Survey 5-Year Estimates, bicycle trips to work accounted for 1.3 percent of all trips within Riviera Beach.*~~

MOB Policy ~~4.1.1~~ 2.6.1: By ~~2010~~ 2040, the City shall complete an inventory of existing bicycle facilities within the City and maintain the inventory in its geographical information system (GIS) database to assist City staff in identifying gaps and priorities.

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MOB Policy ~~4.1.2~~ 2.6.2: By ~~2010~~ 2040, the City shall complete a citywide bicycle facilities study to determine what portions of the bicycle system within the City should be enhanced to connect areas with major destinations.

MOB Policy ~~4.1.3~~ 2.6.3: By ~~2010~~ 2040, the City shall identify all street segments within the City that should be designated to include buffered on-street bicycle facilities and determine the most appropriate way to accommodate such transportation ~~as appropriate~~.

MOB Policy ~~4.1.4~~ 2.6.4: By ~~2010~~ 2040, the City shall conduct an inventory of the existing major street network within the TCEA boundary to identify bicycle hazards and barriers and prepare a plan for removing or mitigating such impediments.

MOB Policy ~~4.1.5~~ 2.6.5: The City shall provide for routine maintenance of all designated bicycle and pedestrian facilities within the TCEA. Maintenance shall include sweeping of bicycle lanes, filling potholes and confirming calibration of bicycle detection devices at signalized intersections.

MOB Policy 2.6.6: The City shall ensure that micromobility facilities, such as bike lanes, micro lanes, and curbside zones, are designed and maintained to safely accommodate both traditional and electric-assisted devices. Where feasible, facilities should be separated from pedestrian areas and motor vehicle travel lanes to minimize conflicts. Design considerations shall include pavement quality, speed management, signage, and visibility to promote safe and comfortable travel for all users.

MOB Policy 2.6.7: The City shall collaborate with law enforcement, schools, and community partners to promote micromobility safety education and awareness. The City will also collect and analyze data on micromobiltiy-related incidents to guide enforcement priorities, infrastructure improvements, and updates to safety standards.

MOB Policy 2.6.8: The City of Riviera Beach shall prioritize participation in regional and statewide trail initiatives, including the Southeast Florida Regional Greenways and Trails Plan and the Florida Shared-Use Nonmotorized (SUN) Trail Program. The City will coordinate with the FDOT, the Palm Beach MPO, and neighboring jurisdictions to identify, fund, and implement trail and multi-use path projects that strengthen Riviera Beach's connections to the regional and statewide trail networks.

MOB Policy 2. 6.9: The City of Riviera Beach shall explore opportunities to create new trails and multi-use paths along nontraditional corridors, such as

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utility easements, canal banks, rail and roadway rights-of-way, and other underutilized public or private lands.

MOB Policy 2.6.10: Provide support and coordinate with strategic partners to assist the development of local and regional trail networks that integrate the Southeast Florida Regional Greenways and Trails Plan and the Sun Trail.

MOB OBJECTIVE 2.7: Blueways/Water Transit:

Enhance local facilities to support transportation opportunities on Riviera Beach's waterways.

MOB POLICY 2.7.1: The City shall study its existing navigable waterways to establish policies and Land Development Code.

MOB POLICY 2.7.2: The City shall support water transportation systems as an alternative form of transportation within the City.

MOB POLICY 2.7.3: Riviera Beach Police shall continue to work with the County and State to enforce safety and speed along the intercoastal waterway and Atlantic Ocean to ensure public safety on the waterways.

MOB Policy 2.7.4: The City shall coordinate with the Port of Palm Beach, Palm Beach County, and state and federal agencies to manage and enhance the City's waterways as shared transportation, recreation, and economic assets. Coordination efforts shall include maintaining navigational safety, supporting efficient freight and passenger movement, protecting water quality, and ensuring that port operations and city waterfront activities coexist in a manner that benefits the community and the regional economy.

MOB Objective 2.8: Rail and Freight Activity

Enhance coordination among the City, the Port of Palm Beach, rail operators, and regional transportation agencies to ensure safe and efficient rail and freight operations that are compatible with surrounding neighborhoods and roadway networks.

MOB Policy 2.8.1: The City shall coordinate with CSX Transportation, the Florida East Coast Railway (FEC), and the Port of Palm Beach to ensure freight and rail operations are conducted safely and efficiently, minimizing conflicts with vehicular, bicycle, and pedestrian traffic.

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MOB Policy 2.8.2: The City shall coordinate with rail operators and the Port of Palm Beach to evaluate and manage train operations during peak travel periods and encourage scheduling practices that minimize traffic congestion, vehicular delays, and disruptions at key at-grade railroad crossings.

MOB Policy 2.8.3: The City shall coordinate with the FDOT, the Palm Beach MPO, CSX, and FEC to identify and prioritize rail crossing improvements that enhance safety and reduce wait times for motorists, pedestrians, and cyclists.

MOB Policy 2.8.4: The City shall collaborate with the Port of Palm Beach and regional partners to improve first- and last-mile connections between the port, industrial areas, and freight corridors, while protecting nearby residential areas from undue noise, vibration, and air quality impacts.

MOB Policy 2.8.5: The City shall participate in regional freight and rail planning efforts led by the Palm Beach MPO, FDOT District Four, and neighboring municipalities to align City transportation priorities with regional freight mobility and safety initiatives.

MOB Policy 2.8.6: The City shall encourage rail operators to communicate planned maintenance, train scheduling changes, and safety alerts to City departments, emergency services, and the public in a timely and coordinated manner.

MOB Policy 2.8.7: The City shall support studies and infrastructure projects that explore grade separation or crossing consolidation where feasible, to improve traffic flow and enhance safety along key freight corridors.

MOB Policy 2.8.8: The City shall consider freight movement needs in land use and development review processes, ensuring that industrial and logistics uses are designed with safe access to rail and truck routes that minimize conflicts with residential and pedestrian-oriented areas.

MOB Policy ~~1.5.7~~ 2.8.9: The City shall continue to coordinate with the FDOT to implement improved signage to reduce large truck traffic on streets that are not designated truck routes and direct such traffic to designated truck routes. The City shall also develop an enforcement plan to direct non-local or through trucks to designated truck routes.

MOB Policy ~~1.3.8~~ 2.8.10: The City shall continue discussions with the Florida East Coast Railroad, Port of Palm Beach and FDOT to rectify the problem of parked trains blocking Blue Heron Boulevard. Discussions are expected to focus on relocating the storage track so that switching operations may be conducted in a manner that does not lead to blocking at grade crossings.

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MOB Objective 2.9: Streetscape and Mobility Enhancement

Riviera Beach will maintain and improve its streets to ensure safety, accessibility, and neighborhood connectivity.

MOB Policy 2.9.1: The City shall promote the planting and maintenance of street trees along roadways, sidewalks, and multimodal corridors to enhance safety, comfort, and aesthetics for all users. Tree placement shall provide shade for pedestrians, bicyclists, and transit users; reduce urban heat; and improve air quality. Coordination among Public Works, Planning, and Engineering departments shall ensure that tree placement supports visibility, accessibility, and roadway safety.

MOB Policy 2.9.2: The City shall develop and maintain a comprehensive wayfinding system to guide residents and visitors to key destinations, neighborhoods, intersections, and public spaces.

MOB Policy 2.9.3: The City shall design and implement signage that accommodates all users, including pedestrians, cyclists, motorists, and visitors.

MOB Policy 2.9.4: The City shall provide street lighting that enhances safety and visibility for all users, prioritizing intersections, pedestrian crossings, and high-activity areas, while minimizing glare and light pollution.

MOB Policy 2.9.5: The City shall maintain and improve leveled, accessible sidewalks to enhance safety, walkability, and visual appeal throughout the community, ensuring compliance with ADA standards.

MOB GOAL ~~5~~ 3: Develop a safe, convenient and efficient public transit system within Riviera Beach for all residents, businesses and visitors, ~~with a particular emphasis on adequate service for the local "transportation disadvantaged" population within the City.~~

MOB OBJECTIVE ~~5.1~~ 3.1: Utilization of Mass and Micro Transit

Improve and maintain a safe,-connected and efficient public transit network that enhances mobility *within Riviera Beach for all residents, businesses and visitors,* reduces reliance on single-occupancy vehicles, and supports the City's Complete Streets and sustainability goals. ~~*By 2010, increase the public transit mode split for work trips by 2.5 percent to help reduce motor vehicle use and traffic congestion. Based*~~

~~*upon the 2000 Census, the public transportation mode split was 4.4 percent of all work trips by residents of the City.*~~

MOB Policy ~~5.1.1~~ 3.1.1: ~~By 2010~~, ~~I~~in coordination with Palm Tran, the City shall evaluate citywide transit service which includes ~~within~~ the TCEA boundaries and identify needs for route realignments and/or bus stop improvements such as well-designed shelters, bicycle parking, route information, benches, waste receptacles or the need for new bus stops. ~~Based upon the conclusions of the coordinated evaluation, the City will work with Palm Tran to program recommended actions and modifications to the existing transit system using transit impact fees collected by the City for new development within the TCEA boundaries.~~

MOB Policy ~~5.1.2~~ 3.1.2: The City and CRA will continue to act on the conclusions and recommendations contained within the conceptual local transit circulator plans that have been adopted as part of the Redevelopment Plan and move forward with efforts to implement improvements according to the phasing schedule provided.

MOB Policy ~~5.1.3~~ 3.1.3: The City shall encourage the MPO and Palm Tran to incorporate provisions into the next update to the Transit Development Plan for acquiring additional buses to accommodate expanded services and anticipated increased ridership.

MOB Policy ~~5.1.4~~ 3.1.4: The City shall coordinate with Palm Tran, as necessary, to ensure that major traffic generators and attractors created within the proposed redevelopment plan are served by public transit.

MOB Policy ~~5.1.5~~ 3.1.5: Where feasible, the City shall require bus shelters to be located along the major arterial roadways and adjacent to residential neighborhoods.

MOB Policy ~~5.1.6~~ 3.1.6: The City shall support the Palm Tran system for ~~the transportation disadvantaged~~ transit users through continued coordination and elimination of impediments to the system on City maintained rights-of-way.

~~**OBJECTIVE 5.2 : Modal Split**~~

~~*By 2015 2040, increase the modal split for all non-automobile trips within the TCEA by three percent. The modal split for all non-automobile trip based upon the 2000 Census is 12 percent within Census tracts best representing the TCEA boundaries.*~~

MOB Policy ~~5.2.1~~ 3.1.7: The City shall continue to work with Palm Tran to evaluate transit service within the TCEA and make public transit a more viable transportation option.

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MOB Policy ~~5.2.2~~ 3.1.8: Prior to issuance of building permits for TCEA development generating more than 30% of the total Planned Land Use Net New PM Peak Hour Trips (as identified in Table T-1), the City shall provide local transit circulator service within a ¼ mile of fifty percent (50%) of all mixed use and medium high density residential areas identified on the Future Land Use Map (FLUM) of the City's Comprehensive Plan and within the TCEA boundaries, provided they are within the Palm Tran service areas. The City may also focus this service to areas where transit supportive densities and intensities have developed.

MOB Policy ~~5.2.3~~ 3.1.9: The City shall ~~continue to commit to a site at 13th Street and the east side of Old Dixie Highway~~ advocate for a site at Blue Heron Blvd and President Obama Highway as the preferred location for the new Tri-Rail station planned within the boundaries of the TCEA. Concurrent with the opening of the new Tri-Rail station, the City will provide a new transit circulator service and/or expand an existing circulator service to connect to the new station. The city shall make appropriate zoning adjustments to provide for transit-oriented development adjacent to the station.

~~**Policy 5.2.4:** The City shall implement the pedestrian, bicycle, and public transit objectives and policies within the Transportation Element that support the mode split increase for all non automobile trips~~.

MOB Policy 3.1.10: To provide flexible, affordable, and neighborhood-scale transportation options, the City and CRA shall explore microtransit and on-demand mobility services. Exploration should include community shuttles, trolley, e-bikes and other shared ride programs.

MOB Policy 3.1.11: The City and CRA shall improve first- and last-mile connections to transit stops through enhanced sidewalks, crosswalks, bicycle facilities, and micro-mode parking and charging areas.

MOB Policy 3.1.12: The City and CRA shall promote public awareness of transit and micro-mode options and safety through coordinated outreach, wayfinding, and real-time travel information tools.

MOB Policy 3.1.13: The City

MOB Goal 4: Coordinate the transportation network with Future Land Use.

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Provide safe, convenient, and accessible mobility options that prioritize walkability and are designed in harmony with the City's land use pattern to enhance connectivity and movement for residents and visitors.

MOB OBJECTIVE ~~2.1~~ 4.1: Land Use ~~Plan~~ Implications

The City shall coordinate management of the transportation ~~system~~ network with the ~~adopted CRA Master Plan and the~~ Goals, Objectives and Policies of the Future Land Use Element, ~~and~~ the Future Land Use Map and the adopted CRA Master Plan.

MOB Policy ~~2.1.1~~ 4.1.1: The City in coordination with the CRA, shall provide incentives, such as increased allowable density or credit towards parking requirements, to developers of all residential, commercial and/or general ~~office~~ mixed use land uses within the TCEA boundaries that include City approved transit oriented design principals in their development plans and incorporate design features consistent with the plans, studies and evaluations identified in the Objective and Policies contained herein.

MOB Policy ~~2.1.2~~ 4.1.2: The City shall continue to monitor residential, commercial and general office developments within the TCEA to determine the effectiveness of its land development regulations in limiting single occupant automobile trips, persuading the use of carpools, transit, bicycles and walkways, and encouraging compact development.

MOB Policy ~~2.1.3~~ 4.1.3: By ~~2010~~ 2030, t~~T~~he City shall evaluate a unified signage program for all properties located within the City.

MOB Policy ~~2.1.4~~ 4.1.4: The City shall continue to use the development plan review process as a means to manage/control roadway access, provide for efficient on-site traffic flow, and seek to maximize safety for pedestrian.

MOB Policy ~~2.1.5~~ 4.1.5: ~~Within the TCEA, t~~The City shall maintain a residential density of at least eight (8) dwelling units per acre for new developments within a ¼ mile walking distance from established transit nodes.

MOB OBJECTIVE ~~6.1~~ 4.2: Port of Palm Beach Transportation Planning

The City shall seek to achieve consistency and coordination between the Port's long-range transportation and resources planning efforts ~~Master Plan~~ and the City's Comprehensive Plan.

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MOB Policy ~~6.1.1~~ 4.2.1: The City shall coordinate with the Port of Palm Beach to plan for and resolve outstanding issues related to transportation, development, land use, emergency management, fire protection, and natural resources management.

MOB Policy ~~6.1.2~~ 4.2.2: The City shall review, as necessary, future amendments to the Port's Master Plan for consistency with the City's Comprehensive Plan.

MOB Policy ~~6.1.3~~ 4.2.3: The City shall facilitate coordination with applicable local, regional, and state agencies to ensure that the needs of the Port are consistent with the programming and provision of transportation service improvements as identified in the City's Comprehensive Plan on a project-by-project basis.

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TABLE TE-1
RIVIERA BEACH CRA – TCEA

MONITORING TABLE

MAINLAND DEVELOPMENT					
Allowable Land Use Intensities	**Residential/ Rental Units**	**Hotel Units**	**Conference Area (SF)**	**Office/ Technical Area**	**Other Non-Residential**
Planned Land Use Totals *Allowable Variance +/- (%)*	3,945 15%	300 25%	33,000 25%	1,145,855 10%	1,636,506 10%
Maximum Allowable Development *Minimum Allowable Development*	4,537 3,353	375 225	41,250 24,750	1,260,441 1,031,270	1,800,157 1,472,855

Maximum Allowable Vehicle Trips	Daily Traffic	PM Peak Hour Traffic
Planned Land Use Net New Trips	49,703	5,226

Allowable Land Use Ratios	Residential/Office	Residential/Other Non-Residential
Maximum Allowable Ratios *Minimum Allowable Ratios*	**4.50** **2.10**	**3.10** **1.30**

SINGER ISLAND DEVELOPMENT					
Allowable Land Use Intensities	**Residential/ Rental Units**	**Hotel Units**	**Conference Area (SF)**	**Office/ Technical Area**	**Other Non-Residential**

Planned Land Use Totals *Allowable Variance +/- (%)*	426 15%	535 25%	50,000 25%	-0- 0%	134,010 10%
Maximum Allowable Development *Minimum Allowable Development*	490 362	669 401	62,500 37,500		147,411 120,609

Maximum Allowable Vehicle Trips	Daily Traffic	PM Peak Hour Traffic
Planned Land Use Net New Trips	4,213	337

Allowable Land Use Ratios	Residential/Office	Residential/Other Non-Residential
Maximum Allowable Ratios *Minimum Allowable Ratios*	- -	**4.10** **2.40**

MOB Goal 5: Coordinate transportation planning across local, regional, and state agencies to create a seamless, well-connected network.

~~GOAL 6~~ *~~Further the partnership between the City and the Port of Palm Beach towards the common goal of creating a world class, economically visible trafficking center.~~*

MOB OBJECTIVE ~~1.4~~ 5.1: ~~Management of~~ Transportation System Management and Demand Reduction

The City shall emphasize safe and efficient management of the City's transportation system.

MOB Policy ~~1.4.1~~ 5.1.1: ~~By 2010,~~ T~~t~~he City in coordination with the CRA will submit a request to the Florida Department of Transportation Modal Development Office for the development of a Transportation Management Initiative (TMI) in the TCEA. The TMI will include consideration of ways to mitigate peak hour impacts through flexible work hours, car pooling, ride sharing and to reinforce use of other modes, especially public transit.

MOB Policy 5.1.2 ~~1.4.2~~: ~~By 2010,~~ T~~t~~he City shall amend its land development regulations to condition development orders within the TCEA with provisions that achieve reduction of traffic through implementation of transportation demand management measures. This may be accomplished through cooperation with the TMI or through independent TDM requirements consistent with the land development regulations.

MOB Policy 5.1.3 ~~1.4.3~~: ~~By 2010 and as~~ As part of the TMI scope of work, the City shall promote programs which reduce per capita vehicle miles traveled (VMP) and reduce single occupant vehicle work trips within the City by five percent, based upon the ~~2000~~ 2020 US ~~Deccenial~~ Decennial Census data.

MOB Policy 5.1.4 ~~1.4.4~~: ~~By 2010,~~ T~~t~~he City will develop mobility ~~transportation~~ system management strategies to more effectively manage the transportation system, including but not limited to parking management strategies, signal timing coordination, and programs to encourage walking, bicycling and carpooling. ~~such as payment in lieu of parking, preferential parking provisions and parking maximums as well as signal timing coordination and programs to encourage walking, bicycling and carpooling.~~

MOB OBJECTIVE 5.2 ~~1.3~~: Intergovernmental Coordination

The City shall coordinate with the Florida Department of Transportation (FDOT), Palm Beach Metropolitan Planning Organization, Palm Beach County, and Port of Palm Beach, to implement capacity improvements (motorized and non-motorized) to the State and County road system within, and adjacent to, the City so that the desired future growth patterns along these corridors shown in the Future Land Use Map (FLUM) may be adequately supported.

MOB Policy ~~1.3.1~~ 5.2.1: The City will work annually through the ~~TPA's~~ ~~MPO's~~ Transportation Improvement Program (TIP) process with officials at the FDOT, ~~TPA~~ ~~MPO~~ and County to promote the inclusion of transportation related projects in their plans, programs and development regulations that adequately provide future capacity for moving people safely and efficiently through the City.

DRAFT

MOB Policy ~~1.3.2~~ 5.2.2: The City, in conjunction with Palm Beach County, and the MPO, will establish and continue coordination mechanisms designed to ensure that municipal, regional and state agencies continue to have opportunities to coordinate and resolve potential land use transportation conflicts among various governmental entities. These agencies and entities include but are not limited to any authorities or utilities which provide service to areas inside or adjacent to the City limits, including the Community Redevelopment Agency, the Palm Beach County Traffic Division, the Palm Beach County Office of Economic Development, the municipalities of West Palm Beach and Lake Park, Palm Beach Shores, the Florida Department of Transportation, the South Florida Water Management District, and the Treasure Coast Regional Planning Council.

MOB Policy 5.2.3: The City shall collaborate with other municipalities in shaping and implementing the Countywide Transportation Master Plan to advance Riviera Beach's mobility goals.

MOB Policy ~~1.3.3~~ 5.2.4: The City shall continue to coordinate with the County and the Town of Lake Park, through the MPO's Transportation Improvement Program process and using the Silver Beach Audit for guidance, to achieve the widening and improvements of Silver Beach Road from Congress Avenue to U.S. Highway 1.

MOB Policy ~~1.3.4~~ 5.2.5: The City shall coordinate with the CRA to develop and maintain a CRA Transportation Plan ~~master phasing plan~~ and infrastructure budget ~~and schedule that targets~~ to identify pedestrian and bicycle network gaps or areas with high levels of traffic stress (LTS) to emphasize needed improvements within the CRA boundaries and sets priority for funding and construction. This document shall be updated annually to stay current with development activity within the CRA.

MOB Policy ~~1.3.5~~ 5.2.6: The City shall annually incorporate proposed transportation improvement projects from the CRA's master phasing plan and infrastructure budget/schedule into the City's Five-Year Capital Improvements Program.

MOB Policy ~~1.3.6~~ 5.2.7: The City shall annually inventory and prioritize proposed transportation improvement projects within the boundaries of the TCEA for inclusion in the City's Five-Year Capital Improvements Program.

MOB Policy ~~1.3.7~~ 5.2.8: In the event that the CRA plan requires the relocation of any of the City's roadways, the City shall coordinate with the MPO, County, and FDOT.

MOB Policy ~~1.3.8~~ 5.2.9: The City shall continue discussions with the Florida East Coast Railroad, Port of Palm Beach and FDOT to rectify the problem of

DRAFT

parked trains blocking Blue Heron Boulevard. Discussions are expected to focus on relocating the storage track so that switching operations may be conducted in a manner that does not lead to blocking at grade crossings.

MOB Policy ~~1.3.9~~ 5.2.10: ~~By 2010, T~~the City will coordinate with the County in the design of a computerized traffic signal system within the TCEA to strike a balance among the needs of pedestrians, buses, bicycles and automobiles, with particular consideration given to locations with high pedestrian volumes, and/or bicycle volumes. The crossing time provided at crosswalks shall take into account the speed of those non-motorized users with the slowest crossing speed. The City shall coordinate with the County in the design of a computerized traffic signal system within the TCEA to balance the needs of pedestrians, buses, bicycles, and automobiles. Consideration shall be given to locations with high pedestrian and/or bicycle volumes. Signal timing at crosswalks shall provide adequate crossing time based on the anticipated walking speeds of slower pedestrians and other non-motorized users.

~~MOB~~ Policy 1.3.10: The City acknowledges the SR 710 (MLK, Jr. Boulevard) widening/improvement project as a vital project given the corridor's community importance and strategic significance. The City will continue to emphasize the importance of developing a design that includes pedestrian safety features to the maximum extent practical. The City will also continue to coordinate with the FDOT, MPO, Port of Palm Beach and Treasure Coast Regional Planning Council to provide opportunities for stakeholders including impacted residents and business owners to participate publicly in the planning and design process.

MOB Policy ~~1.1.5~~ 5.2.11: The City recognizes US Highway 1 as a regionally significant transportation facility that is funded through the Transportation Regional Incentive Program. The City shall coordinate its transportation planning with the Southeast Florida Transportation Council regarding potential impacts and mitigation of adverse impacts to US Highway 1.

MOB OBJECTIVE 5.3: Coordination with the Port of Palm Beach.
Continue to coordinate policies, land use plans, and action items between the Port of Palm Beach Master Plan and the City's long-range plans, or other master plans.

MOB Policy 5.3.1: The City shall continue to coordinate efforts and communications with the Port of Palm Beach to ensure compatible land use policies, particularly in areas where activity nodes, neighborhoods, mixed-use areas, and port or maritime industries transition or interface.

MOB Policy 5.3.2: The Port shall establish clear long-range land use categories and policies that ensure a compatible transition between port activities and areas, specifically between the Port and:

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- Downtown Land Use Districts: Downtown General, Downtown Transitional, Downtown Residential land use districts;
- CRA plan boundaries;
- The Riviera Beach Heights neighborhood;
- W. 13th Street.

MOB OBJECTIVE 5.4: Pre and Post Disaster Emergency Management
Ensure the City's transportation system supports rapid recovery and continued mobility following hurricanes and other emergencies by prioritizing infrastructure repair, accessibility, and coordination with regional partners.

~~*The City will continue to coordinate with Palm Tran to help ensure development of an emergency transit plan for the TCEA and the rest of Singer Island as one means to provide timely evacuation of the Coastal High Hazard Area during tropical storms and/or hurricanes.*~~

MOB Policy 5.4.1: The City shall coordinate with the Emergency Operations Center (EOC), Palm Tran, and regional partners to maintain and periodically update evacuation route maps, signage, and traffic management strategies. Plans shall include provisions for transit, microtransit, and special needs populations, ensuring safe and timely evacuation from the Coastal High Hazard Area.

MOB Policy ~~5.3.1~~ 5.4.2: The City's EOC shall annually coordinate with representatives of Palm Tran and the Palm Beach County Division of Emergency Management to develop an Emergency Transit Evacuation Plan that secures buses to safely evacuate vulnerable communities along the coast and the City's transportation disadvantaged residents. ~~areas within the TCEA and the rest of Singer Island or households without vehicles inside and outside of the TCEA.~~

MOB Policy ~~5.3.2~~ 5.4.3: The EOC shall establish/commence its evacuation operations within four (4) hours after an evacuation order has been issued by the County Administrator.

MOB Policy 5.4.4: The City shall promote public education and outreach on emergency evacuation routes, shelter locations, and available transportation options to ensure all residents—particularly those with special needs or limited mobility—can safely evacuate during emergencies.

MOB Policy 5.4.5: The City shall incorporate resilient design standards into transportation infrastructure projects to reduce future vulnerability to flooding, storm surge, and sea level rise, ensuring that rebuilt corridors are stronger and more adaptive than before.

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MOB Policy 5.4.6: The City shall coordinate with Palm Beach County Emergency Management and FDOT to ensure transportation infrastructure improvements consider evacuation capacity, flood risk reduction, and post-disaster recovery access.

MOB Policy 5.4.7: The City shall maintain and regularly update a post-disaster transportation recovery plan identifying critical roads, bridges, and transit routes for debris clearance, emergency access, and supply delivery.

MOB Policy 5.4.8 The City shall collaborate with Palm Beach County, FDOT, and the Palm Beach Metropolitan Planning Organization (MPO) to prioritize and expedite the repair of damaged transportation infrastructure following disasters, with a focus on restoring access to critical facilities, evacuation routes, and commercial centers.

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PARKS, RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES AND POLICIES

Introduction

The Parks, Recreation and Open Space Element outline a vision for a high-quality, accessible, and inclusive system of parks, open spaces, recreational facilities, and community programs that meet the needs of current and future residents of Riviera Beach. As the city grows and evolves, its parks and recreation system must adapt to changing demographics, community interests, and cultural trends—while continuing to enhance quality of life, public health, and environmental sustainability.

Parks and recreation areas are more than just leisure spaces, they are essential to building stronger neighborhoods, promoting wellness, promoting tourism, celebrating cultural identity, and protecting natural resources. Community open spaces expand cultural ties through the provision of public art and the celebration of historic venues by providing a unique sense of place for the community. All of which promotes civic pride and engagement. This element emphasizes the development and maintenance of well-connected, functional, and aesthetically pleasing public spaces that serve residents of all ages and abilities. Parks and open space support sustainability efforts through the protection and preservation of natural resources. Recreation opportunities promote healthier lifestyles and the mental and physical well-being of the residents and visitors. Through thoughtful planning, investment, and collaboration, Riviera Beach will ensure its parks and recreation system remains a vital and valued part of the city's character, economy, and livability well into the future.

PRO Goal 1: To provide a broad range of public and private recreation programs and activities at park and recreation facilities that include open space with convenient access for the for residents of Riviera Beach and visitors.

PRO OBJECTIVE 1.1: Recreation Standards and Facilities

The City of Riviera Beach shall continue to maintain a system of public recreation facilities that meets the needs of the population.

PRO Policy 1.1.1: The City shall continue to provide to the public the following neighborhood and community parks and recreation facilities:

1. Cunningham Park
2. Goodmark Park
3. Monroe Heights Park
4. Jerry Schultz Park
5. Lone Pine Park
6. Timber Pines Park
7. Ben Flint Park
8. ~~Barracuda Bay Aquatic Center~~
9. Dan Calloway/Tate Recreation Complex
10. Wells-Recreation Complex
11. Bicentennial Park
12. Municipal Marina
13. Riviera Municipal Beach
14. Lindsey Davis, Sr. Community Center
15. Sugar Hill Cemetery & Passive Park
16. Richard & Annie Brooks Community Center
17. Sadie McCray Park

PRO Policy 1.1.2: The City shall focus on creating more open space and parks to meet the National Recreation and Park Association (NRPA) minimum level of service standard of three acres/1,000 population level of service standard for neighborhood and community public recreation—including open space--sites in Riviera Beach, insuring adequate land to meet needs 2050.

PRO Policy 1.1.3: The recreation impacts of development shall be measured by adopting the Level of Service Standards for parks and recreation, as determined by the city's Parks and Recreation Master Plan. The City may include both public and private recreational facilities available when determining compliance with the adopted LOS standards. ~~making this determination.~~

PRO Policy 1.1.4: In order to meet the adopted levels of service for parks and recreation, the City will continue its upgrade of parks and recreation facilities. The Comprehensive Plan shall directly refer to policies and projects in the guiding document for these renovations which is the Parks and Recreation Master Plan completed in 2024.

PRO Policy 1.1.5: The City shall ensure use of the Riviera Beach Municipal Beach and/or Parks & Recreation Facilities for tournament activities, concerts, festivals, and other public events and activities to increase community participation and tourism for the City.

PRO Policy 1.1.6: The City shall utilize the most recent (2022) Park and Recreation Master Plan for guidance on upgrades of its recreational facilities and Parks. This shall include but not be limited to, the evaluation of user fees and revenue generated from recreation programs.

PRO Policy 1.1.7: The City shall pursue grant opportunities, utilize Park impact fees, and shall explore public-private partnerships to augment ad valorem funding of Park system improvements.

PRO Objective 1.2: Bikeways and Park Accessibility

The City shall enhance park accessibility and connectivity, to ensure availability to all ages and varying modes of transit.

PRO Policy 1.2.1: The City shall develop a mobility plan which prioritizes alternative mode of transportation that provides accessibility to Parks throughout the City. The plan will coordinate with transportation plan by Palm Beach County including a schedule for updates and a project implementation framework.

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PRO Policy 1.2.2: The City shall budget for the implementation of the bikeways and multi-use trail infrastructure. Budgeting shall be accomplished through the Capital Improvements Program.

PRO Policy 1.2.3: The City's Bicycle Master Plan shall improve the connectivity ~~linkage~~ between US Highway ~~HWY~~ 1, ~~and~~ Singer Island, and the mainland, and where feasible ~~if possible~~, improve accessibility to area parks through an interconnected bikeway network ~~bikeways~~.

PRO Policy 1.2.4: The City shall encourage development of alternative transportation modes, including public transportation, bikeways, greenways, and blueways that increase public access to recreational facilities.

PRO OBJECTIVE 1.3: Recreational Programs

The city shall continue to provide recreational programs, as financially feasible, and based in part on resident need and demand, recognizing that recreation, parks, and open space play a vital indispensable role creating healthy, vibrant, and livable cities and communities that are capable of successfully attracting capital, creative talent, and cultural assets in an increasingly competitive global marketplace.

PRO Policy 1.3.1: The City shall continue to utilize the Recreation Advisory Board for programming input.

PRO Policy 1.3.2: The City shall ensure that the Recreation Advisory Board reflects an intergenerational membership to advocate for inclusive recreation programs that serve the entire community.

PRO Policy 1.3.3: The City will periodically conduct surveys for all park users to receive input on recreation programs, activities, and services in order to determine if services are allocated appropriately allocated.

PRO Policy 1.3.4: The City shall use contracted vendors and other local resources such as non-profit partners to complement recreation programming for residents.

PRO OBJECTIVE 1.4: Public-Private Coordination

The City shall assure the coordination of public and private resources to meet recreational demands by establishing an ongoing strategy to improve public/private input and coordination.

PRO Policy 1.4.1: The City Parks and Recreation Department shall conduct a Needs Assessment every 5 years to determine public recreational needs that complement private facilities.

PRO Policy 1.4.2: By 2030, T~~t~~he City shall inventory all private recreational facilities as part of the Needs Assessment to determine facility resources available to meet Level of Service needs.

PRO Policy 1.4.3: The City of Riviera Beach shall require that all new residential developments or redevelopment projects containing 10 or more dwelling units provide land dedication, construction, and ongoing maintenance of on-site neighborhood park(s) and recreation facilities, pursuant to standards adopted in the City's Land Development Regulations. Park space shall be determined during the site plan development stage.

PRO Policy 1.4.4: The City shall explore development incentives and other methods through the Land Development Regulations to provide for private development contribution toward the maintenance and expansion of parks, open spaces, and recreation facilities. ~~The City shall explore development incentives or other methods through the Land Development Regulations, to provide for private development contribution to the maintenance and expansion of parks, open spaces, and recreation facilities.~~

PRO OBJECTIVE 1.5: Expand Access to Senior Center Programs

Ensure that all seniors, regardless of income, ability, or location, have access to affordable and diverse programming.

PRO Policy 1.5.1: The city shall offer a variety of senior center programs addressing physical health, mental wellness, nutrition, recreation, and lifelong learning.

PRO Policy 1.5.2: The city shall develop outreach strategies to engage seniors who are isolated, low-income, or transportation-limited.

PRO Policy 1.5.3: The city shall partner with community organizations and nonprofits to deliver satellite or mobile senior center programming in underserved areas.

PRO Policy 1.5.4: The city shall provide multilingual program information and culturally inclusive activities.

Utilize the senior center as a community hub that encourages volunteerism, intergenerational connections, and civic participation.

PRO OBJECTIVE 1.6: Promote Health, Wellness, and Nutrition

Use recreation and community center programming to improve the physical, emotional, and nutritional health of residents.

PRO Policy 1.6.1: The city shall continue to offer evidence-based health and wellness programs such as fitness classes, fall prevention workshops, and chronic disease self-management programs.

PRO Policy 1.6.2: The city shall expand partnerships with local health providers to offer health screenings, immunization clinics, and nutrition counseling at senior centers.

PRO Policy 1.6.3: The city shall maintain meal and congregate dining programs that promote healthy eating and social interaction.

PRO Policy 1.6.4: The city shall incorporate mental health and cognitive health programming, such as mindfulness, stress management, and memory support activities.

PRO OBJECTIVE 1.7: Open Spaces

The City shall continue to increase the availability of open space through the use of land development regulations in private developments and shall inventory the acreage of such open space in order to exceed its adopted level of service.

PRO Policy 1.7.1: The City through its land development regulations shall maintain and acquire green spaces in areas of low canopy and areas without access to parks and natural areas, striving to make green space accessible within a ten-minute walk for all residents. Prioritize equity, community participation in recreation activities, addressing areas with health disparities and anti-displacement when developing green spaces.

PRO Policy 1.7.2: The City shall assure provision of public open spaces in the CRA through the redevelopment planning process and land development codes.

PRO Objective 1.8: Waterfront Access

The City of Riviera Beach shall continue to preserve and improve public access to all of its waterfront and enhance the 1,000 linear feet of city-owned, direct ocean beach park access.

PRO Policy 1.8.1: The city shall continue to maintain beach access points to allow access for residents and visitors. The beach is a means to attractive tourism and economic development for the city.

PRO Policy 1.8.2: The city shall improve wayfinding system and increase public awareness of location of waterfront access points and their walkways. Improve wayfinding system and increase public awareness of location of waterfront access points and their walkways. ~~Improve wayfinding system and increase public awareness of location of waterfront access points and their walkways.~~

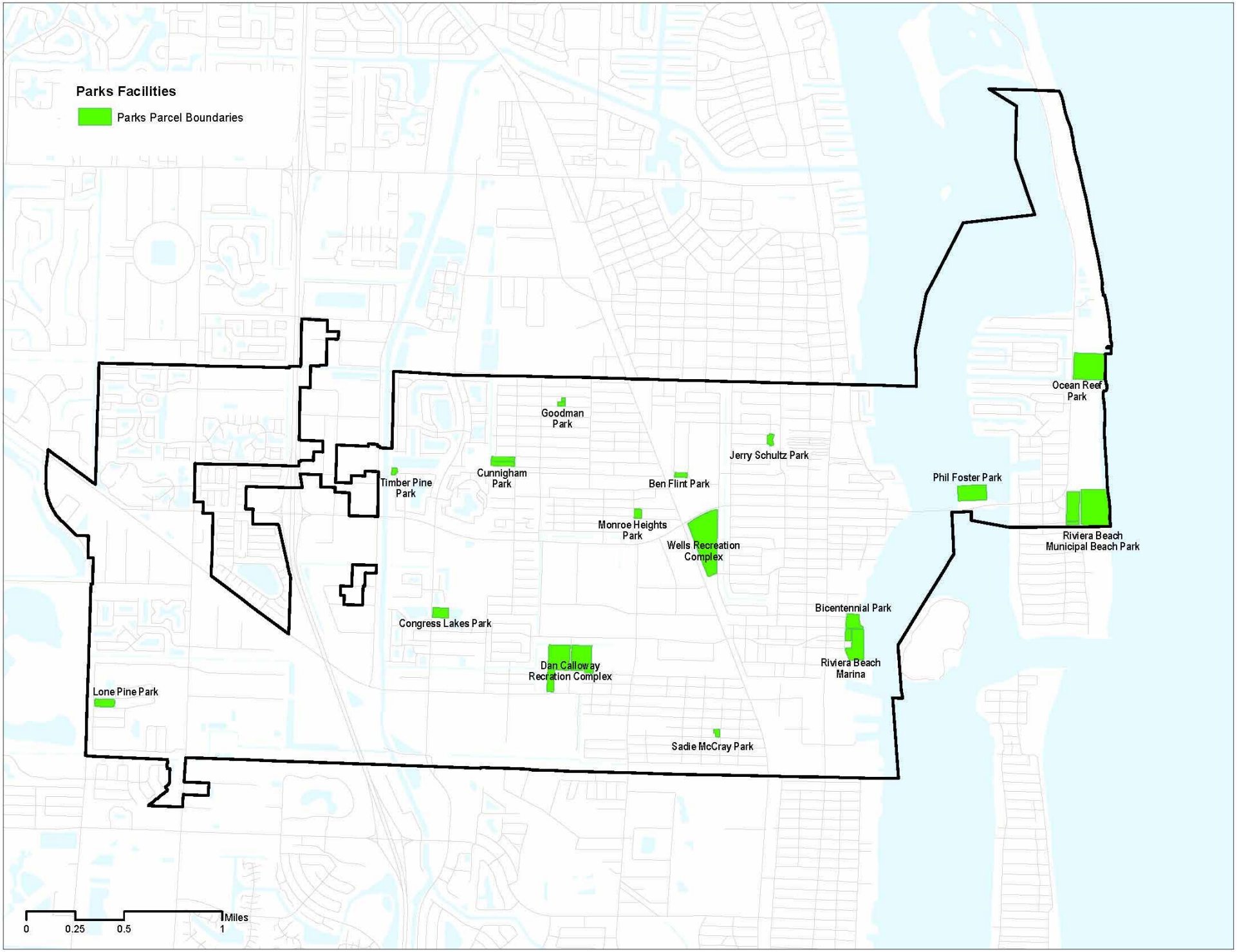
PRO Policy 1.8.3: The city shall maintain all public rights-of-way and open spaces that provide views or access to Lake Worth Lagoon. Abandonment or relocation of these public rights-of-way will not be permitted without the provision of a qualitatively equal or better public right-of-way.

PRO OBJECTIVE 1.9: Intergovernmental Cooperation to Enhance Recreational Opportunities and Meet Levels of Service Guidelines

The City shall utilize the resources of other governmental agencies, such as the School District and County, to enhance recreational opportunities.

PRO Policy 1.9.1: The City shall maintain the interlocal agreements with the Palm Beach County School Board in order to assure school facilities are available for access by the community.

PRO Policy 1.9.2: The City shall cooperate with Palm Beach County and the Sheriff's Department to ensure safer environments with respect to recreational facilities that are located within the City limits such as Ocean Reef and Phil Foster Parks, and Peanut Island.


Parks Facilities
Parks Parcel Boundaries
Goodman Park
Jerry Schultz Park
Ocean Reef Park
Cunnigham Park
Timber Pine Park
Ben Flint Park
Phil Foster Park
Monroe Heights Park
Wells Recreation Complex
Riviera Beach Municipal Beach Park
Bicentennial Park
Congress Lakes Park
Dan Calloway Recration Complex
Riviera Beach Marina
Lone Pine Park
Sadie McCray Park
0
0.25
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1
Miles

COASTAL MANAGEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction

Riviera Beach's coastal zone is one of the city's greatest assets, providing natural beauty, economic opportunities, recreational amenities, and a unique sense of place. It also supports ecological health, public safety, and long-term community resilience. However, this valuable resource faces growing pressures from urban development, environmental degradation, and shifts in our coastal environment, including sea level rise, stronger storms, shoreline erosion, and rising temperatures.

The Coastal Management Element provides a framework to balance growth with the protection and enhancement of the city's coastal and natural resources. Careful planning is essential to maintain public access, preserve sensitive habitats, protect water quality, and ensure sustainable infrastructure. Long-term resilience depends on applying sound science, adaptive management, and community engagement in decision-making.

This element focuses on key areas to strengthen the city's coastal resilience and environmental stewardship:

- Reducing vulnerability to coastal hazards such as storm surge, flooding, and erosion;
- Guiding responsible shoreline development that protects public access and sensitive habitats;
- Integrating sustainability and climate resilience into land use planning, infrastructure, and city operations;
- Protecting water quality and natural resources including wetlands, beaches, and marine ecosystems;
- Coordinating with regional and state partners to address evolving coastal challenges.

By taking a proactive and resilient approach to coastal management, Riviera Beach seeks to safeguard its shoreline, natural resources, and quality of life for current and future generations.

CM GOAL 1 ENVIRONMENTAL RESOURCES MANAGEMENT

It is the Goal of Riviera Beach to preserve, protect, and enhance coastal resources, and to discourage development activities that

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would damage or destroy coastal resources, environmentally sensitive land and protected species.

CM OBJECTIVE 1.1: Protection and Enhancement of Coastal Wetlands, Marine Resources, Coastal Beaches and Barriers, Wildlife, and Wildlife Habitat

The City of Riviera Beach shall continue to maintain and develop programs, and seek funding to expand its efforts necessary to protect, preserve and enhance coastal and estuarine wetlands, living marine resources, coastal barriers, and wildlife habitat. Including but not limited to reef systems, dune and beach systems, estuarine shoreline and lagoons and areas of mainland with a connection to the Intercoastal Waterway waterfront.

CM Policy 1.1.1: The City shall continue to participate on the Countywide Coastal Council that, advises the Board of County Commissioners on federal, state, regional, municipal and environmental interests in the coastal area, recommending review criteria for shoreline development. Council membership is composed of appointed representatives of the County, the municipalities, special districts and environmental organizations. The city will also seek to join the Coastal Resilience Partnership to further the City's commitment to the protection of residents and natural ecosystems.

CM Policy 1.1.2: The City shall protect freshwater, estuarine and marine wetlands, including mangroves, seagrasses, saltmarsh vegetation, offshore natural reefs, and productive submerged habitats through the implementation and maintenance of its applicable sections of the Land Development Code (LDC) and coordination with FDEP's Environmental Resource Permit Program. The City shall further prohibit shoreline alteration and construction that have the potential to significantly degrade the natural functions and values of wetlands. Mitigation shall be required if adverse impacts to water quality and natural habitats are unavoidable.

CM Policy 1.1.3: Pursuant to Florida Statute 163.3164(1), the City shall define Adaptation Action Areas as an Adaptation Action Area is an optional designation within the coastal management element of a local government's comprehensive plan which identifies one or more areas that experience coastal flooding due to extreme high tides and storm surge, and that are vulnerable to the related impacts of rising sea levels for the purpose of prioritizing funding for infrastructure and adaptation planning.

CM Policy 1.1.3a: Adaptation Action Areas' adaptation strategy options may include, but not be limited to:

a. Protection
b. Accommodation
c. Managed retreat

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d. Avoidance
e. Other options

CM Policy 1.1.3b: Considerations for Adaptation Action Areas designation may include, but not be limited to:

a. Areas which experience tidal flooding
b. Areas which have a hydrological connection to coastal waters
c. Locations, which are within areas designated as evacuation zones for storm surge
d. Other areas impacted by stormwater/flood control issues

CM Policy 1.1.3c: As a basis for the designation of Adaptation Action Areas, the City will utilize the best available data and resources, such as the Unified Sea Level Rise Projection for Southeast Florida and Palm Beach County's Resilience Office for Sea Level Rise Map, in order to identify and understand the risks, vulnerabilities and opportunities to formulate timely and effective adaptation strategies.

CM Policy 1.1.3d: As deemed to be in the best interest of the City, the City Council may designate or remove designation by means of, but not limited to, the following mechanisms:

a. Community Investment Program (Capital Improvement Plan)
b. City Council Resolution or Ordinance
c. Comprehensive Plan via location description or map
d. Other mechanisms as appropriate

CM Policy 1.1.3e: Potential funding sources for the implementation of Adaptation Action Area's associated adaptation strategies include, but are not limited to:

a. Federal and State grant and technical expertise assistance (in-kind)
b. Local Stormwater Utility Fees and Community Investment Program (Capital Improvement Plan) prioritization
c. Public/Private Partnerships
d. Other sources

CM Policy 1.1.3f: Integrate Adaptation Action Areas into existing and future City processes and City-wide plans and documents which may include, but not be limited to:

a. Community Investment Program
b. Local Mitigation Strategy
c. Strategic Plan
d. Sustainability Action Plan
e. Stormwater Master Plan
f. Comprehensive Emergency Management Plan
g. Unified Land Development Regulations
h. Other related processes, plans and documents.

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CM Policy 1.1.4: The City shall develop specific measures that preserve and protect the fragile ecosystem on Singer Island through ~~such as the planned Lake Worth Lagoon Estuarine Mangrove Boardwalk and other~~ restoration, ~~/~~preservation, and ~~/~~educational projects.

Some management practices that can be used to prevent stormwater pollution and protect the City's fragile ecosystems can include:

- Public education with homeowners and businesses regarding the proper usage and storage of household toxic materials, equipment maintenance practices, responsible lawncare and landscaping.
- Erosion and sediment control measures.
- Land use controls
- Low impact development in sensitive areas reflected in FLU and utilizing green infrastructure that temporarily slow down, detain, or filter contaminants from stormwater. Bioretention, buffer strips, urban open space, wetlands, and permeable pavement.

CM Policy 1.1.5: The City shall through its Land Development Code (LDC) and permitting process insure developers, commercial and industrial companies comply with the provisions of the National Pollutant Discharge Elimination System (NPDES).

CM Policy 1.1.6: The City shall require the protection of existing native vegetation in accordance with the Land Development Code (LDC) to provide a buffer between development and adjacent coastal ecosystems.

CM Policy 1.1.7: The City shall continue to protect sea turtles by supporting the County's efforts to implement the countywide management plan to address the coordination of educational, regulatory, conservation and research activities as described by the species recovery plans.

CM Policy 1.1.8: The City shall continue to protect manatees and manatee habitats in cooperation with the most current Palm Beach County's Manatee Plan, ~~approved in August 2007~~ which improves protections for manatees while ensuring adequate public access to County waterways.

CM Policy 1.1.9: The City shall protect selected estuarine, submerged lands and coastal habitats by the acquisition of coastal and wetland properties (or properties adjacent to such habitats) and managing the properties for the purpose of preservation and/ or environmental enhancement, such as those properties located on Singer Island.

CM OBJECTIVE 1.2: Shoreline Protections

The City of Riviera Beach shall continue coordination efforts and develop local guidelines to maintain, restore, and enhance dune systems. T*hrough the permitting process, the City shall enhance and restore the beaches and dunes through implementation and maintenance of applicable local, regional and state plans including the Palm Beach*

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County Shoreline Protection Plan, and ~~herein incorporated by reference and other.~~ which is hereby incorporated by reference.

CM Policy 1.2.1: The City shall continue to coordinate with FDEP on implementation of the ~~1997~~ Coastal Construction Control Line by notifying permit applicants when their projects are seaward of the CCCL and by requesting FDEP determination of exempt projects per Rule 62B-33.004, FAC.

CM Policy 1.2.2: The City shall continue to coordinate with Palm Beach County and implement measures from supporting plans such as the Palm Beach County Shoreline Protection Plan and the Florida Beaches Habitat Plan once it has been accepted in the Florida Legislature. The focus is on ~~to~~ reestablish damaged dunes and eroded beaches as necessary and work with local and state agencies ~~Palm Beach County and the State of Florida~~ to promote the enhancement of these resources and reduce the damage resulting from severe storms. Dune re-nourishment and natural beach restoration efforts are to be ongoing.

CM Policy 1.2.3: The City shall develop guidelines to maintain, restore, and enhance dune systems on private property. The development of the private property guidelines will coincide with the City's creation of educational material for private property owners to enhance, restore and manage dunes. ~~support recommendations made by Palm Beach County to the State for modification of State rules or policies that will enable FDEP and local governments to more effectively protect dune vegetation~~.

CM Policy 1.2.4: The City shall monitor and evaluate the condition of the City's beaches and dunes, particularly as they relate to beach erosion and future shoreline development ~~on Singer Island~~, to complement County monitoring efforts.

CM Policy 1.2.5: The City shall develop and maintain regulations to ensure that future development along its Atlantic beaches protects the fragile dune system which minimize the impacts of man-made structures which restores or alters beaches and dunes while, at the same time, providing for public access in accordance with the level of service standards established in this and other elements of the Plan.

CM Policy 1.2.6: Prohibit alteration to the beach area and dune system in future development and redevelopment that are in violation of the CCCL established by the State unless it provides necessary access to coastal resources, abates serious and significant beach erosion and does not significantly impact dune stabilization or marine and wildlife habitats. Beaches and dune alteration/nourishment projects shall be identified during the annual budgetary process with projected costs and sources of revenue over the subsequent 5-year period.

CM Policy 1.2.7: The City of Riviera Beach shall establish a growth boundary for marine facility development providing protection, to the residents and shoreline from further degradation of the natural ecosystem.

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CM OBJECTIVE 1.3: Water Dependent Uses

The City shall give preference to water dependent uses along the Lake Worth shoreline designated for redevelopment as mixed-use commercial ~~and~~ historic property preservation, and eco-tourism ~~industrial~~ on the Future Land Uses maps, and shall prohibit, to the extent allowed in the Land Development Code, *activities that degrade the natural functions and values of wetlands and marine ecosystems.*

CM Policy 1.3.1: Only those floating or fixed structures which are water dependent or residential and are allowable under all State and local laws should be permitted in, on, over, or upon estuarine systems.

CM Policy 1.3.2: The City—through its Coastal Management and Future Land Use Elements--strongly encourages proposed marine development or redevelopment projects in proximity to residential neighborhoods will be further required to mitigate the impact of marine industrial use on the enjoyment of residential homes and property by furnishing public amenities as negotiated with community and City representatives. These amenities may include public open space provisions, streetscape improvements, stormwater drainage infrastructure, signage improvements, housing development, environmental cleanup investments, and/or public waterfront access improvement and facilities. Example waterfrontage/right of way public space and/or parks. ~~the preservation of the "working waterfront" as characterized by marine related facilities. The City will develop such strategies to implement, enhance, expand and/or preserve such facilities as currently exist in the City's redevelopment plan, including, but not limited to recreational, commercial, and working waterfront uses.~~

CM Policy 1.3.3: The City will coordinate with the Florida Fish and Wildlife Conservation Commission and other applicable agencies to have all abandoned and derelict vessels within the City's jurisdiction removed from public waters.

CM Policy 1.3.4 The City shall require that, prior to approval of any marine development or redevelopment proposal, the property owner or its representatives coordinate with City Development Services to prepare and submit an environmental analysis for the project site and surrounding area.
The findings of this analysis must be incorporated into the project design and will be considered during the development approval process.

1. Drainage
   a. Existing local drainage patterns,
   b. Existing and proposed stormwater management infrastructure, and
   c. Drainage patterns and how much stormwater is held which is established by the site design;

2. Circulation
   a. Existing traffic patterns and volumes,
   b. Traffic generation data for the proposed development, and
   c. Expected traffic flows and volumes generated by the proposed design;

3. Noise and Pollution

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a. Projection of anticipated noise from the proposed development, describing both the amount and type of noise, with a comparison to average noise levels in Florida.
b. Expected ambient noise generation from the proposed development (quantitative and qualitative description) and comparison with average noise pollution data for Florida,
c. Existing air pollution generated on-site and in the ~~environs~~ area of the project site (description and measurement of identified sources), and
d. Expected emissions from the development, both measurable and descriptive, and how they compare to typical air pollution levels in Florida.

CM Policy 1.3.5: The siting of new or expanded marina facilities will be based on upland, shoreline and in- water characteristics, as well as submerged land ownership. At a minimum, the following general criteria should be used in the zoning code, special permit review process to determine the appropriateness of sites within the coastal area for new or expanded marina projects:

a) Construction of any marina/water-dependent project shall not be permitted on Lake Worth estuarine subtidal areas and on Singer Island north of Pine Point Road. Furthermore, construction and subsequent operation and expansion of any marina/water-dependent project shall result in no net degradation of:

    1) Lake Worth bottomlands;
    2) Mangrove preservation areas; or
    3) Habitats used by endangered, threatened or rare species.

b) The proposed marina/water dependent project site should have:
    1) Marina basin and access channel, and direct access to the Intracoastal Waterway.
    2) Adequate landside accessibility and service areas.

c) The proposed marina/water dependent facility should be:
    1) Compatible with existing surrounding land uses; and

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2) Of sufficient size to accommodate the required parking; and

3) Avoid use not dependent on water.

d) The Riviera Beach Municipal Marina shall continue to:

1) Preserve or improve traditional public shoreline uses, and public access to estuarine waters;
2) Preserve or enhance the quality of the estuarine waters, water circulation, tidal flushing and light penetration;
3) Carry out minimal dredging;
4) Administer a hurricane preparedness plan consistent with the Florida Inland Navigation District's Hurricane Manual for Marine Interests;
5) Provide and maintain sewage pumpout facilities consistent with regulatory requirements including the federal Clean Vessel Act of 1992 and state standards for Clean Marinas and Clean Vessels;
6) Maintain a fuel management or spill contingency plan;
7) Ensure that new construction complies with the National Fire Protection Association codes for marinas and boatyards;
8) Manage stormwater runoff pursuant to federal and state regulations;
9) Implement Best Management Practices in accordance with guidelines of the International Marina Institute;
10) Operate in accordance with the ~~newly adopted~~ Manatee Protection Plan (Palm Beach County, August 2007).

CM Policy 1.3.~~5~~ 6: The City -- in conjunction with the County and cooperating private entities --- shall provide for enhanced recreational access to the public beach and to the Lake Worth Lagoon. Such activities shall minimize any negative environmental impact on beaches, dunes and the lagoon.

CM OBJECTIVE 1.4: Shoreline Public Access

To protect existing access points to the Lake Worth shoreline and Atlantic beaches.

CM Policy 1.4.1: The City shall continue to preserve beach access points to the waterfront. The land development code shall require provisions of such walkways in the event of new construction.

CM Policy 1.4.2: As the downtown redevelopment ~~CRA downtown redevelopment~~ progresses, the City shall investigate the potential for feasibility of establishing and sustaining a shuttle bus to:

a. link the public beaches to downtown and nearby parking lots;
b. offset potential peak-day beach parking shortage; and
c. to preserve public access in the event of new construction occurring on the

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CM GOAL 2 COASTAL DEVELOPMENT AND EMERGENCY MANAGEMENT

It is the goal of the City of Riviera Beach to:
~~(1)~~ 1. ~~to~~ restrict development activities that would damage or destroy coastal resources;
~~(2)~~ 2. ~~to~~ protect human life by limiting public expenditures in areas subject to destruction by natural disasters. ~~within the coastal high hazard area~~;
~~(3)~~ 3. to maintain and implement a safe and effective emergency management program; ~~and~~
~~(4)~~ 4. provide for orderly redevelopment in a post- disaster period.
5. Strengthen regional coordination through robust mutual aid agreements and interagency partnerships; and
6. Advance community resilience by adapting to evolving climate, environmental, and hazard risks through mitigation, planning, and resilient development practices.

CM OBJECTIVE 2.1: Levels of Service

The City of Riviera Beach shall maintain existing public infrastructure capacity in the coastal high hazard area to ensure the protection of its residents during disaster events.

CM Policy 2.1.1: The City shall ensure that infrastructure is available to serve responsible development or redevelopment in the coastal area through implementation of the Concurrency Management System.

CM Policy 2.1.2: The City shall provide for the safe evacuation from coastal areas by requiring that within the Hurricane Vulnerability Zone as defined by Rule 9J-2.0256(f), F.A.C., the amount of new development or redevelopment be controlled by the capacity of existing coastal roads, such that evacuation times shall be no greater than the eight-hour hurricane evacuation time currently predicted for the CHHA.

CM Policy 2.1.3: The City shall routinely upgrade and maintain existing infrastructure and implementing innovative and new technologies in order to build a resilient community that can bounce back quickly after a storm or hurricane.

CM Policy 2.1.4: The City will conduct a vulnerability assessment of its infrastructure by 2028 and integrate recommendations in the 2040 Comprehensive Plan.

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CM Policy 2.1.5: Partner with stakeholders to pilot distributed solar and distributed storage (such as V2G) energy systems at hurricane shelters, buildings that house frontline populations (e.g. nursing homes), or government operations centers for disaster recovery and emergency management.

CM OBJECTIVE 2.2: Development in the Coastal High Hazard Area (CHHA)

The City of Riviera Beach shall direct permanent residential population concentrations away from known or predicted coastal high hazard areas except as provided in the adopted Future Land Use Map. The City shall discourage increases in permanent residential population densities or land use that would increase the eight-hour hurricane evacuation time currently predicted for the CHHA.

CM Policy 2.2.1: The City shall carefully evaluate all land use plan amendments and zoning amendments that would increase residential land use density or intensity in the CHHA in order to reduce adverse impacts to property and people and public costs associated with disaster recovery.

CM Policy 2.2.2: The City shall discourage increased densities in the Category 1 hurricane evacuation areas as defined by the Division of Emergency Management.

CM Policy 2.2.3: New development in the Coastal Building Zone, defined as 5000 feet landward of the currently adopted coastal construction control line or the entire barrier island, whichever is less shall be consistent with regulations and requirements established in Chapter 23, Coastal Development, City Code of Ordinances and with the densities proposed by the Future Land Use Element for the area.

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CM Policy 2.2.4: Infill or redevelopment densities and intensities in Category 1 hurricane evacuation areas shall be consistent with Comprehensive Plan land use densities and adopted Redevelopment Plan and existing adjacent development.

CM Policy 2.2.5: The City shall limit public expenditures that subsidize development permitted in CHHAs except those that preserve, restore, or enhance existing/adjacent natural resources.

CM Policy 2.2.6: Maintain zoning policies that prohibit tall signs, new hospitals, and mobile home parks in the coastal high hazard area.

CM Policy 2.2.7: The City will strive to increase the City's Community Rating System rating and on an ongoing basis make any needed revisions to its flood elevation standards to continue to improve flood insurance rates in the City.

CM Policy 2.2.8: The coastal high-hazard area is the area particularly vulnerable to the effects of coastal flooding from tropical storm events and is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Application of mitigation and the application of development and redevelopment policies, pursuant to s. 380.27(2), and any rules adopted there under, shall be at the discretion of local government

CM Policy 2.2.9 The City shall restrict future development in the CHHA ~~(See Figure CO- 2 in the Comprehensive Plan Support Documents)~~ through regulation of building practices, prohibiting encroachment on the dune system, providing for flood protection measures and limiting public expenditure for infrastructure in the coastal area to that necessary to protect the general health, safety and welfare of the public.

CM Policy 2.2.10: Direct high-density population concentrations away from the Coastal Building Zone and provide incentives to encourage and promote development within the City's Central Core/Neighborhood Redevelopment Overlay.

CM Policy 2.2.11: The City shall require that any construction activities seaward of the Coastal Construction Control Line established in s. 161.053 be consistent with Chapter 161, F.S.

CM Policy 2.2.12: As part of the existing permitting and zoning procedures, new development and redevelopment shall be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. 60.

CM Policy 2.2.13: Development and redevelopment in the coastal areas will be based on principle strategies and engineering solutions intended to eliminate inappropriate and unsafe development in those areas.

CM Policy 2.2.14: The City shall educate residents and ~~potential~~ developers of the strategies and engineering solutions for existing properties in the CHHA, and direct development away from the CHHA.

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CM Policy 2.2.15: Amend the support documentation to the City of Riviera Beach Comprehensive ~~Development~~ Plan at least once every five (5) years to include a ~~listing or~~ map of those areas and properties where repetitive loss, as defined by FEMA, has occurred as a consequence of flooding or storm surge.

CM Policy 2.2.16: The City shall use the following provisions as a means to direct construction away from the CHHAs:

a. Retain undeveloped lands in the CHHAs as public recreational sites or for other nonresidential uses.
b. Provide for adequate evacuation routes in the event of an emergency, to include those areas located within the CHHAs.
c. All new development and redevelopment seaward of the CCCL shall be consistent with coastal regulations established in the City Code of Ordinances.

CM Policy 2.2.17: To reduce risk of life and property from coastal flooding and catastrophic hurricane damage, the City shall adapt the coastal built environment and infrastructure in response to forecasted climate change and sea level rise (SLR) and guide coastal population growth, development, and building practices in accordance with anticipated future conditions by; ~~establish avoidance and accommodation strategies. These strategies may include: the restoration of vulnerable areas to natural conditions~~; the acquisition or relocation of 'at risk' structures; the elevation of existing structures; structural interior modification/retrofit measures; wet floodproofing measures; coastal armoring and, dry flood-proofing measures.

CM Policy 2.2.18: The City's land development regulations and Building Code shall be consistent with, or more stringent than, the flood resistant construction requirements established in the Florida Building Code and applicable flood plain management regulations set forth in 44 CFR, part 60.

CM Policy 2.2.19: The City shall regularly review the Florida Building Code and its current Floodplain Management Ordinance to assure that the requirements are up to date with FEMA regulations are being enforced for ~~base flood elevations~~ of all buildings and structures in special flood hazard areas ~~are currently applicable~~.

CM Policy 2.2.20: While the City is already participating in the National Flood Insurance Program Community Rating System (CRS) administered by FEMA, the City shall review the program every two (2) years to determine its benefits to the City and its residents.

CM Policy 2.2.21: The City's regulations regarding expansion and reconstruction of non-conforming structures within the CHHA shall specify that non-conforming structures may not be enlarged or altered, except in conformity with the Florida Building Code and FEMA flood restrictions and requirements; and, that any structure destroyed or damaged to an extent of more than fifty (50%) percent of its assessed value at time of damage, shall not be constructed except in conformity with the Florida Building Code and FEMA flood restrictions and requirements.

CM Policy 2.2.22: The City shall maintain and implement low impact development design guidelines/ standards that were developed as part of its NPDES (National Pollution Discharge Elimination System) Stormwater Permitting Program which reduce stormwater management

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loads and mitigates flooding impacts for new development or redevelopment within the CHHA determined to be vulnerable to high tide events, storm surge, flash floods, stormwater runoff and related impacts of sea level rise, and which are aimed at the following:

1) Reduction in impervious surfaces (Ref. ARTICLE VII – Florida Friendly Landscape Regulations, Zoning, City Code of Ordinances); and,
2) Stormwater Control (Ref. Chapter 28.5 Stormwater Control, City Code of Ordinances).

CM OBJECTIVE 2.3: Emergency Preparedness and Evacuation

The City of Riviera Beach shall and update as necessary, its Emergency Management Plan (EMP), which provides for direction and control of activities during the period of any disaster, including preparedness, response and recovery.

CM Policy 2.3.1: The City shall utilize its designated shelters for residence in conjunction with the American Red Cross, Palm Beach County Chapter, and Palm Beach County Division of Emergency Management.

CM Policy 2.3.2: The City shall coordinate with local, regional, or state agencies to maintain an efficient and timely evacuation process in the case of a hurricane.

CM Policy 2.3.3: The City shall annually coordinate with representatives of Palm Tran and the Palm Beach County Division of Emergency management to develop an Emergency Transit Evacuation Plan that secures buses to safely evacuate areas with transit-dependent populations.

CM Policy 2.3.4: The City shall update its Emergency Management Plan (EMP) periodically in a manner consistent with Rules 9G-6 and 9G-7, FAC to incorporate changes to population, highways/bridges, shelter modifications, hurricane hazard analysis, and forecast techniques.

CM Policy 2.3.5: The City shall continue to participate in the National Incident Management System (NIMS) which is especially beneficial to City as a comprehensive and consistent approach to emergency management.

CM Policy 2.3.6: The city commits to partnering with stakeholders to promote renewable energy projects targeted to help in the disaster recovery and emergency management similar to pilot distributed solar and distributed storage (such as V2G) energy systems at hurricane shelters, buildings that house frontline populations (e.g. nursing homes) or government operations centers.

CM OBJECTIVE 2.4: Post-Disaster Redevelopment

The City of Riviera Beach will reduce post-disaster damage by implementing steps to create a more disaster-resistant community.

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CM Policy 2.4.1: The City will continue to actively participate on the Palm Beach County Unified Local Mitigation Strategy (LMS) Steering Committee.

CM Policy 2.4.2: The City shall prohibit the rebuilding of non-conforming uses that have experienced damage of greater than or equal to 50 percent of the assessed value, in the hurricane vulnerability zone.

CM Policy 2.4.3: The City shall continue to promulgate regulations and enforce codes that provide for hazard mitigation prevention through the Land Development Code and the ~~international~~ (State of Florida) Building Code. These include land use changes in potentially affected areas, use of structural modifications to existing buildings and use of updated building codes in high-hazard areas; and enforcement of the coastal construction line. These regulations shall also be applied to eliminate unsafe buildings and inappropriate/non-conforming uses.

CM Policy 2.4.4: The City shall review – on an ongoing and continuous basis -- its building code to ensure consistency with the newly adopted Florida ~~International~~ Building Code.

CM Policy 2.4.5: The City will continue to create a more disaster-resistant community via the implementation of its unsafe building abatement ordinance (Reference Ordinance No. 2971, adopted 6-16-04).

CM Policy 2.4.6: The City's post-disaster redevelopment activities shall fall into two categories:

1) Emergency Work; and

2) Permanent Work.

Emergency Work shall commence immediately after a disaster and shall include only those activities necessary to save lives, protect property and remove threats to public health and safety. Permanent work includes any replacement or repair activities to facilities which were damaged, but which do not pose an immediate threat. Removal, relocation or structural modification of infrastructure and unsafe structures shall be prioritized into one of the two categories.

CM Policy 2.4.7: During the post-disaster recovery period, the Public Works Department, the ~~Community Development~~ Development Services Department, the Community Redevelopment Agency, and other appropriate agencies shall identify the damaged areas requiring rehabilitation or redevelopment (i.e. interim repairs prior to redevelopment versus demolition using pre-established criteria); prepare a redevelopment plan which reduces or eliminates the future exposure of life and property to hurricanes particularly where repeated damage has occurred; analyze and recommend to the City Council hazard mitigation options for damaged public facilities.

CM Policy 2.4.8: Per 2008 Charter Provisions**,** the City shall use 1½% of its total estimated annual ad valorem tax revenue as a source to provide matching funds for obtaining Federal Financial assistance in post-disaster emergencies and hazard mitigation, and familiarize itself with the more than 40 different public (state and federal) assistance programs through the use

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of an available document: “Post-Disaster Community Redevelopment and Economic Revitalization”.

CM OBJECTIVE 2.5: Climate Change and Community Resiliency

The City shall increase adaptability and resiliency to climate change impacts by developing and implementing a Sustainability and Climate Action Plan with vulnerability assessment. Including strategies that address coastal flooding, tidal events, storm surge, flash floods, stormwater runoff, saltwater intrusion and other impacts related to or exacerbated by sea level rise, changing precipitation patterns, temperature increases, and other climate change factors. ~~adopt and implement strategies which increase community resiliency and protect property, infrastructure, and cultural and natural resources from the impacts of climate change, including sea level rise, storm surge, high tide events, changes in rainfall patterns, and extreme weather events.~~

CM Policy 2.5.1: Within one year of the completion of a sustainability and climate action plan and vulnerability assessment, identify and designate one or more Adaptation Action Areas, or similar concept (vulnerable areas) to prioritize funding for infrastructure, and land-use regulations that address adaptation to coastal flooding resulting from extreme high tides, storm surge, and other related impacts of rising seas. (Complete by 2026~~6~~7) The ~~City shall participate in the Southeast Florida Regional Climate Change Compact.~~

CM Policy 2.5.2: The City shall participate in the Southeast Florida climate compact ~~shall collaborate with Palm Beach County~~ to increase regional resilience by sharing technical expertise, participating in annual summits, assessing local vulnerabilities and climate justice issues while advancing agreed upon mitigation and adaptation strategies that align with the compact and Palm Beach County’s efforts to build regional resiliency in the face of climate change., ~~and developing joint State and Federal legislation policies and programs.~~

CM Policy 2.5.3: The City shall begin the process of designating Adaptation Action Areas (AAAs) and the City will determine which strategies, listed but not limited to, will work best in the AAAs;

- Transferable Development Rights
- Setbacks and Buffers
- Building Codes and Design
- Floodplain Regulations
- Zoning and Zoning Overlays Zones
- Impact Fees
- Conservation Easements
- Real Estate Disclosures
- Coastal land Acquisition Programs
- Land Trusts
- Stormwater Utility
- Rebuilding Restrictions

~~The City shall coordinate with Palm Beach County, other local governments, and other Federal, State and Regional agencies, and private property owners to develop initiatives and goals to address climate change~~.

CM Policy 2.5.4: To determine the coastal area at risk for flooding, the City shall rely on the 2019 Unified Sea Level Rise Projection from the Southeast E Florida Climate Change Compact ~~1, 2 and 3 Southeast Florida Regional Climate Change Compact. Maps identifying the 1, 2- and 3-foot sea level rise scenarios can be found on Figure CO-3 in the Comprehensive Plan Support Documentation. Based on these figures, the 1-foot level scenario is projected to occur between 2040-2070, the 2-foot level scenario from 2060-2115 and the 3-foot level scenario will be reviewed every seven (7) years as part of the EAR update process.~~

CM Policy 2.5.5: Develop and adopt land development regulations, including green infrastructure, specific to adapting to issues in Policy 2.5.3 that also includes best practices that prioritizes the natural environments and habitats, strategies for protection, accommodation, managed retreat, and avoidance of flooding impacts. The City shall continue to coordinate with the Federal Emergency Management Agency (FEMA) and other appropriate Federal, State and local review entities to determine appropriate and safe development strategies, and to identify current inappropriate and unsafe development subject to risk from high tide events (~~See Figure CO-4 in the Comprehensive Plan Support Documents~~), storm surge (~~See Figures CO-5 to CO-9 in the Comprehensive Plan Support Documentation~~), flash floods, stormwater runoff and the related impacts of sea level rise as it relates to the City.

CM Policy 2.5.6: Areas of particular concern identified by the City ~~that is currently impacted by the 1 ft., 2 ft. and 3 ft.~~ as vulnerable to sea level rise, ~~scenarios, high tide~~ tidal flooding, and storm surge ~~are those~~ include properties ~~located~~ within the Coastal Building Zone, the Port of Palm Beach and the Riviera Beach Marina Village.

These areas and any additional ~~other~~ areas ~~not currently impacted by the 1 ft., 2 ft. and 3 ft. sea level scenarios, high tide and storm surge identified in the Vulnerability Analysis provided by~~ identified as vulnerable through the Southeast Florida Regional Climate Change Compact's most current regional projections and vulnerability assessment tools, including ~~such as~~ potential sites for public and emergency services facilities, ~~should be subject~~ ~~to reasonable~~ shall be required to implement appropriate mitigation measures established in either the Florida Building Code or the City's Floodplain Management Ordinance (Reference Ch. 25, Code of Ordinances), ~~whichever is applicable and deemed necessary.~~, and any other applicable resilience or hazard-mitigation standards.

CM Policy 2.5.7: The City shall evaluate potential sites for the future development of a Resilience Hub Resource Center.

CM Policy 2.5.8: The City shall continue ~~consider~~ acquiring repetitive loss properties for public purposes, like green infrastructure opportunities to mitigate flooding, when that acquisition is determined to be beneficial to the public. The City will research funding strategies that can assist in the purchasing of repetitive loss properties like; community land trusts and transfer of development rights to other areas in the City that are not prone to repetitive flooding. ~~which is cost feasible and when funding becomes available.~~

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CM Policy 2.5.9: Update development and redevelopment policies based on the updated Stormwater Master Plan to reduce future flood risk in coastal areas resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise. ~~Redevelopment plans involving infrastructure and critical facilities at risk for high tide events, storm surge, flooding, stormwater runoff and sea level rise will take into consideration flood mitigation options and alternative locations outside of flood prone areas.~~

CM Policy 2.5.10: Based on the current Stormwater Master Plan, identify new principles, strategies, green infrastructure, and engineering solutions that will mitigate flood risk prone areas for inclusion in future capital planning efforts; including, outlining priority rankings based on existing conditions future risk and developing initial capital budget estimates. ~~The City shall review the Costal Building Zone area as defined in its codes to determine whether or not the area should be expanded to include all flood prone areas on the mainland portion of the City.~~

CM Policy 2.5.11: Actively seek funding for the implementation of projects and capital improvements in vulnerable areas associated adaptation strategies from sources such Federal and State grants and technical expertise assistance (in kind); local storm water utility fees, Capital Improvement Plan prioritization; public-private partnerships; and other sources.

CM GOAL 3 COASTAL MANAGEMENT ~~INTERGOVERNMENTAL~~ COORDINATION

To advance the level of intergovernmental coordination and cooperation for decision making and policy development, regarding coastal issues.

~~CM OBJECTIVE 3.1 Environmental Preservation, Enhancement, and Hazard Mitigation~~

~~*To advance the level of intergovernmental coordination and cooperation for decision making and policy development, regarding coastal issues.*~~

OBJECTIVE 3.1: Environmental Preservation, Enhancement, and Hazard Mitigation

~~*The City of Riviera Beach shall seek appropriate vehicles and forums for achieving effective intergovernmental coordination and cooperation regarding the impacts and implications of development in the coastal area on fragile coastal ecosystems and hazard mitigation.*~~

CM Policy 3.1.1: The City shall utilize the mechanisms provided in the Intergovernmental Coordination Element and the LMS to resolve intergovernmental conflicts and issues regarding environmental protection, preservation and restoration, and hazard mitigation.

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CM Policy 3.1.2: The City will continue to coordinate with environmental agencies such as Palm Beach County, the State of Florida, The SFWMD, FDEP, Florida Communities Trust, DCA, and other agencies regarding conservation, preservation, coastal management and emergency management/hazard mitigation matters.

CM Policy 3.1.3: The City shall coordinate with Palm Beach County, the SFWMD and the FDEP, as well as other municipalities along Lake Worth Lagoon to preserve and protect the Lagoon, through administration of the Land Development Code, enforcement of environmental regulations, and implementation of the Coastal Management Element.

CM Policy 3.1.4: The City supports and will coordinate with the ~~2007~~ Lake Worth Lagoon Management Plan jointly prepared by Palm Beach County Department of Environmental Resources Management, Florida Department of Environmental Protection and the South Florida Water Management District.

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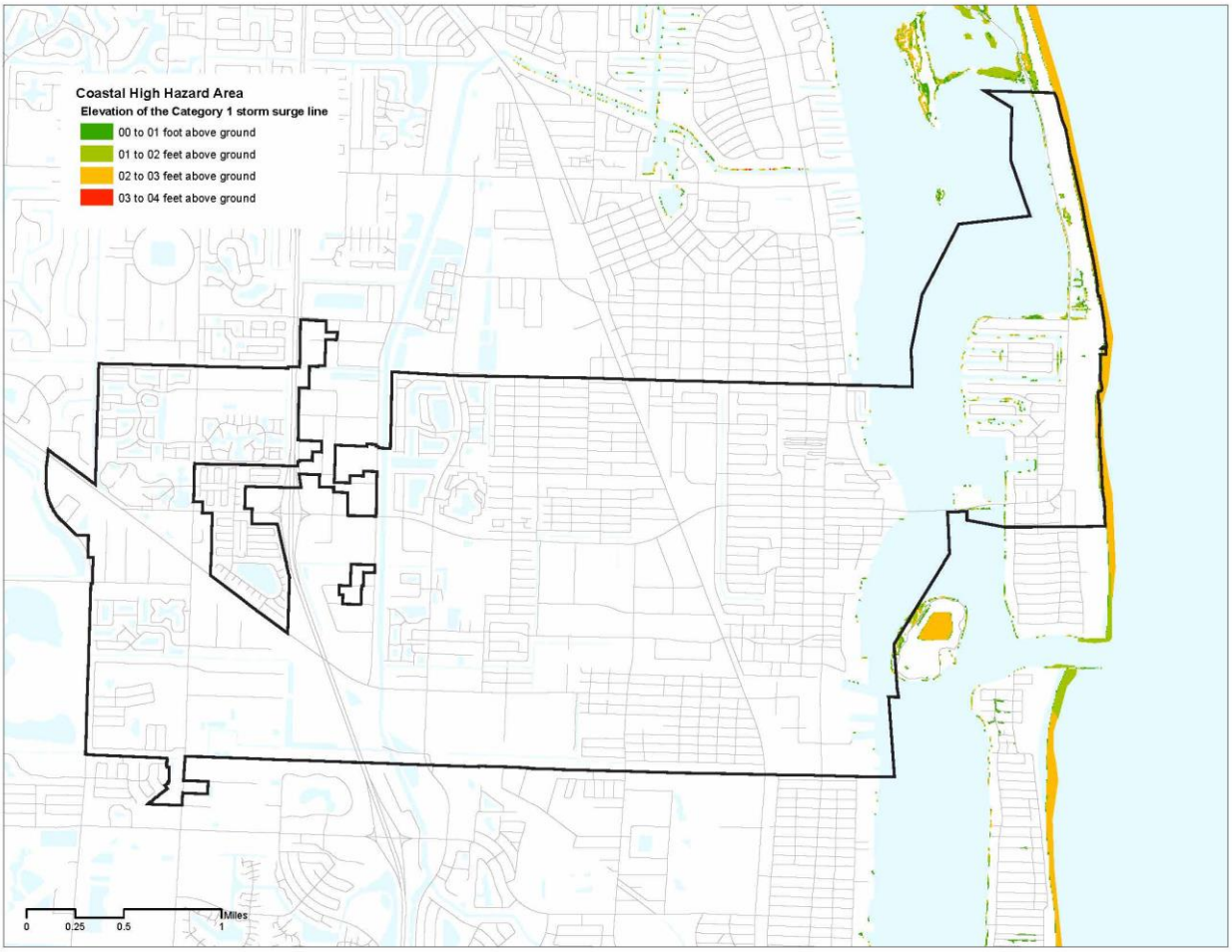
Coastal High Hazard Areas, 2026



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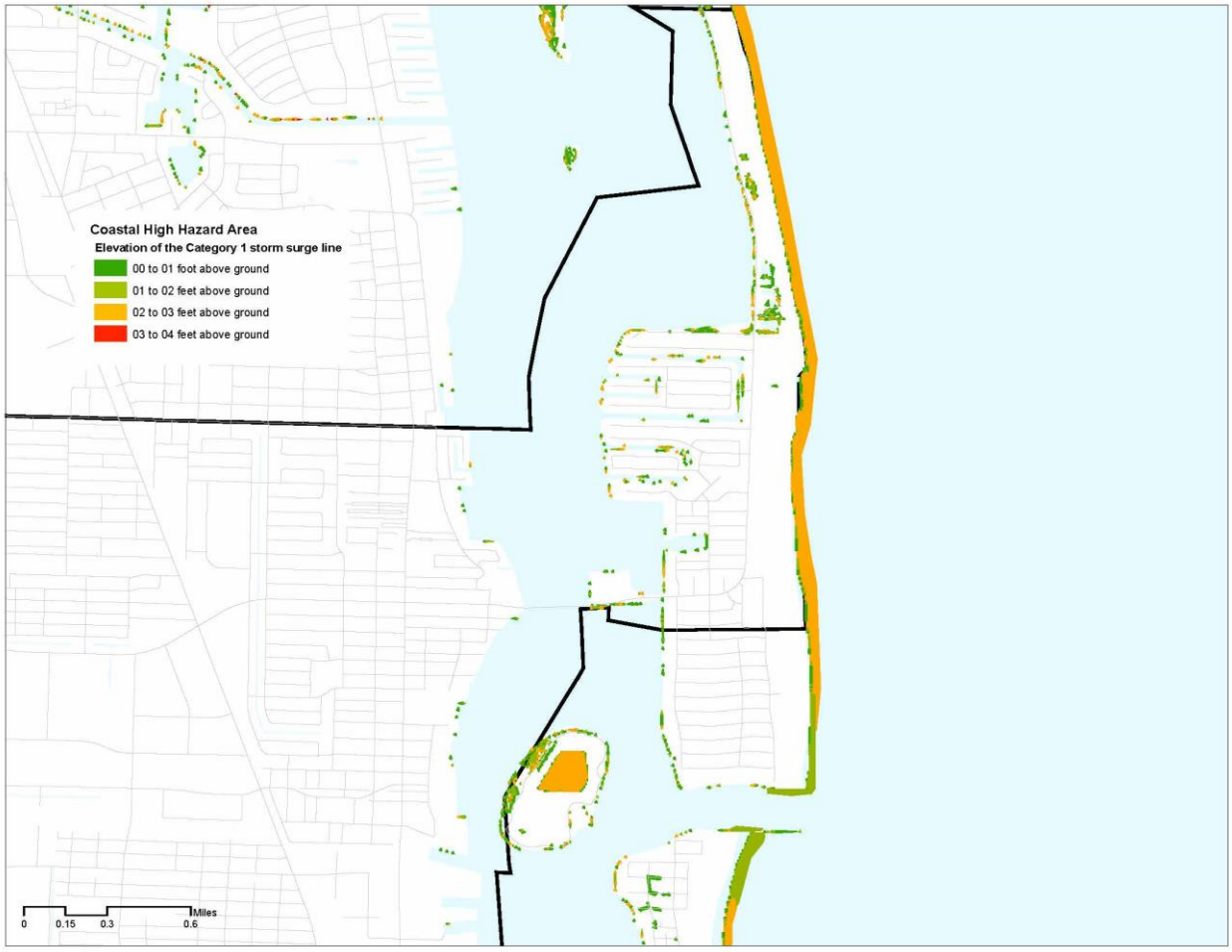
Coastal High Hazard Areas (coastal zoom)



CONSERVATION ELEMENT
GOALS, OBJECTIVES & POLICIES

Introduction

The Conservation Element of Riviera Beach's Comprehensive Plan establishes the city's commitment to protecting and enhancing its natural resources, including air and water quality, coastal systems, waterways, and green spaces. It recognizes that environmental health is directly tied to public well-being, economic vitality, and long-term community resilience.

As a coastal city, Riviera Beach faces growing challenges from sea level rise, stronger storms, and rising temperatures. This Element promotes proactive strategies to conserve natural systems, reduce pollution, safeguard wellfields and water supply, and strengthen the health of local ecosystems. It also encourages improved green infrastructure and expanded tree canopy where beneficial, supporting both climate resilience and overall environmental quality.

By integrating sustainability into land use, infrastructure planning, and city operations, the Conservation Element ensures that Riviera Beach can accommodate future growth while preserving the natural systems that make the community healthy, vibrant, and resilient.

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CON GOAL 1 Environmental Quality

To preserve, protect, and enhance the City's natural resources, encourage the highest possible environmental quality and maintain best long-term management of natural resources.

CON OBJECTIVE 1.1: Codes, Ordinances and Regulations

The City shall continue to implement, revise, maintain and adopt new codes, ordinances and regulations as necessary, to protect and conserve the City's natural resources including

- *Air;*
- *Beaches, shores;*
- *Fisheries;*

- *Native plant and animal communities and ecosystems;*
- *Noise Level;*
- *Wetlands;*
- *Soils;*
- *Water;*
- *Wildlife and wildlife habitats, and*
- *Bottomlands*

CON Policy 1.1.1: The City shall continue to implement and maintain the Goals, Objectives and Policies of this Plan ~~and the implementation of all land development codes.~~ , as well as all land development regulations intended to conserve and protect water quality and quantity, air quality, native ecosystems, wetlands, soils, bottomlands, historic properties, and public access to beaches and shorelines throughout the City's jurisdiction.

CON Policy 1.1.2: The City shall require that a written assessment of environmental and ecological impacts, with the exception of single-family residential uses, be performed by a qualified professional and reviewed by the Department of Community Development for all development applications.

CON OBJECTIVE 1.2: Informational and Educational Activities

The City shall provide information and educational ~~activities~~ opportunities to ~~for~~ the residents' ~~citizens~~ and visitors of Riviera Beach ~~and~~ in order to assist in engaging and informing the community about habitat conservation, responsible waste management, minimizing pollution runoff, making lower carbon footprint purchasing decisions, protecting the water supply, and other environmentally important activities. ~~*them in understanding the needs and issues related to the conservation and sustainable use of the City's natural resources.*~~

CON Policy 1.2.1: Advance climate-informed communities by ensuring that those impacted by climate change and government actions/processes to address climate change are provided ample and appropriate educational resources, and are engaged in the co-design and sharing of people-centered communication materials and strategies informed by their own lived experiences.

~~The City will coordinate, at a minimum, with the SFWMD, Palm Beach County, Department of Environmental Resource Management, FIND, and Florida Department of Environmental Protection regarding conservation efforts~~

CON Policy 1.2.2: The City will coordinate, at a minimum, with the SFWMD, Palm Beach County, Department of Environmental Resource Management, Palm Beach Office of Resilience FIND, and Florida Department of Environmental Protection regarding conservation efforts.

~~The City has and will continue to pursue a citizen involvement/public education project relating to the environmentally sensitive and unique estuarine mangrove habitat located in the Lake Worth Lagoon located on the northern end of Singer Island.~~

CON Policy 1.2.3: The City has and will continue to pursue a citizen involvement/public education project relating to the environmentally sensitive and unique estuarine mangrove habitat within in the Lake Worth Lagoon at the northern end of Singer Island.

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CON GOAL 2 PROTECTION OF AIR QUALITY

To protect human life and native ecosystems by controlling air pollution throughout the City to meet National Ambient Air Quality Standards (NAAQS) and other air quality requirements either individually or through partnerships. ~~*through initiatives for the protection of air quality.*~~

CON OBJECTIVE 2.1: Air Quality Standards

The City ~~*supports*~~ will participate in any regional or statewide effort to attain satisfactory air quality at a condition equal to or better than state and federally ~~*adopted air quality levels,*~~ *standards* ~~*as identified by National Ambient Air Quality Standards.*~~

CON Policy 2.1.1: ~~The City shall continue to support the Palm Beach County Health Department in its implementation and/or support of the commitments in the Department of Environmental Protection's "Southeast Florida Ten Year Maintenance Plan" for maintaining the ozone standard.~~ The City shall provide relevant data to, and coordinate with, the Florida Department of Health, the U.S. Environmental Protection Agency (EPA), and other appropriate agencies responsible for monitoring air quality impacts.

CON Policy 2.1.2: ~~Continue to~~ Require native plants and trees for landscaping as part of new private development and ~~to landscape~~ public areas in order to ~~help cleanse the air.~~ capture carbon and enhance air quality.

CON Policy 2.1.3: The City shall implement policies related to air quality and tobacco such as Smoke Free/Tobacco Free Workplace and maintain designated “No Smoking Areas” on the beach, pursuant to Florida Law.

~~**Policy 2.1.3:** By 2015, the City will establish a “Green Canopy Program” as a means of urban beautification, reduction of the urban heat island effect, and improvement of air quality. The Green Canopy Program shall:~~

- ~~Inventory the need for urban trees;~~
- ~~Prepare a guide for selection, planting procedures, and care for urban trees;~~
- ~~Allow for the private contribution of funds into a program that increases the number of trees in public spaces; and~~
- ~~Ensure all new city road improvements include streetscaping plans that add to the City’s urban tree canopy.~~

CON Policy 2.1.4: Continue to ensure demolition permits mitigate air quality impacts.

CON Policy 2.1.5: Require written approval from the Health Department before permitting any demolition involving asbestos, renovation projects or demolition of structures subject to the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

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CON OBJECTIVE 2.2: Manage and reduce greenhouse gas (GHG) Emissions. ~~Air Pollution Reduction~~

The City shall facilitate a shift toward alternative and renewable energy sources by supporting solar energy systems, electric vehicle use, alternative-fuel vehicles, and sustainable transit options. ~~*The City shall reduce air pollution in general and Carbon Monoxide emissions in particular by promoting mass transit whenever and wherever possible.*~~

CON Policy 2.2.1: Reduce greenhouse gas (GHG) emissions by 50 percent by 2030 and achieve net-zero carbon emissions by 2050 or sooner through collaboration with power and water utilities, the Southeast Florida Clean Cities Coalition (SEFLCCC), the Built Environment Risk Reduction (BERR) Division, and other relevant agencies and organizations.
~~**Policy2.2.1:** The City shall coordinate with the County in implementing a bus shelter policy to enhance bus transit travel.~~

CON Policy 2.2.2: Prepare for the use of Vehicle to Grid (VSG) technology.
~~**Policy2.2.2:** Enhance the attractiveness of bus usage by including bus shelters and other incentives in the Broadway redevelopment area and throughout the City.~~

CON Policy 2.2.3: Research grant opportunities for Justice 40 grants relating to installing EV charging infrastructure.
~~**Policy 2.2.3:** As the downtown redevelopment progresses, the City shall investigate the feasibility of establishing and sustaining a shuttle bus to link the public beaches to downtown and local neighborhoods to assist in reducing GHGs air pollutions.~~

CON Policy 2.2.4: Expand affordable renewable energy purchasing options by investing in inclusive financing and solar Co-ops.
~~**Policy 2.2.4:** The City will research ways to connect carbon monoxide emissions through its fleet ownership purchasing policies.~~

CON Policy 2.2.5: Seek alternative funding sources to expand renewable energy purchasing options, including public-private partnerships and regional collaboration on grant opportunities, with particular emphasis on supporting historically under-resourced communities.
~~In order to reduce greenhouse gas emissions and the potential for urban sprawl, the City will utilize the Redevelopment Plan and the CRA to encourage new development to locate within the under-utilized downtown area. By 2010, tThe City will revise the land development regulations to ensure the downtown area:~~

1. ~~Establishes an efficient land use pattern allowing mixed use development and the higher densities needed to support a viable transit system;~~
2. ~~Creates a "park once" environment by providing a mix of uses within a pedestrian and bicycle-friendly environment of narrow streets with shaded sidewalks, appropriate landscaping and street details, and traffic calming measures such as on-street parking;~~
3. ~~Promotes the optimum use of transit by maintaining and enhancing the walkable block structure and interconnected transportation network to effectively link transit station(s), bike paths, sidewalks, buildings, open spaces, and the waterfront.~~

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CON Policy 2.2.6: Support all opportunities for solar energy deployment citywide including rooftop solar on residential, commercial and industrial facilities.

CON Policy 2.2.7~~6~~
The City shall continue to work with the County to promote and increase public transit ridership. These efforts shall include, but are not limited to, improving the comfort and accessibility of bus stops by providing amenities such as shade, weather protection, seating, and bus shelters. The City shall also encourage improvements that enhance the attractiveness and convenience of public transit within the Community Redevelopment Area (CRA) and throughout the City.

CON Policy 2.2.8~~3~~: As the downtown redevelopment progresses, the City shall investigate the feasibility of establishing and sustaining a shuttle bus to link the public beaches to downtown and local neighborhoods to assist in reducing GHGs air pollution.

CON Policy 2.2.9~~4~~: The City will commit to investing in electrifying its ~~research ways to connect carbon monoxide emissions through~~ its fleet through ~~ownership~~ purchasing policies and applying for grants to accomplish this goal.

CON Policy: 2.2.10~~5~~: In order to reduce greenhouse gas emissions and the potential for urban sprawl, the City will utilize the Redevelopment Plan and the CRA to encourage new development to locate within the under-utilized downtown area~~. By 2010~~, ~~t~~The City will continue to revise the land development regulations to ensure the downtown area:

1. Establishes an efficient land use pattern allowing mixed use development and the higher densities needed to support a viable transit system;
2. Implement Smart Growth principles to guide smart growth strategies:
    - Mix land uses
    - Compact building design
    - Range of housing choices
    - Walkable neighborhoods
    - Preserve open space and critical environmental areas.

~~Creates a "park once" environment by providing a mix of uses within a pedestrian and bicycle-friendly environment of narrow streets with shaded sidewalks, appropriate landscaping and street details, and traffic calming measures such as on-street parking;~~

3. Promotes the optimum use of transit by maintaining and enhancing the walkable block structure and interconnected transportation network to effectively link transit station(s), bike paths, sidewalks, buildings, open spaces, and the waterfront.

CON GOAL 3 PROTECTION OF NATIVE COMMUNITIES AND ECOSYSTEMS

~~To conserve, appropriately use, and protect the natural functions of native communities and ecosystems.~~
Strengthen protections, expand restoration initiatives and ensure best management practices for existing natural systems to

minimize the loss of critical habitats and resources such as wetlands, seagrass beds, mangrove forests, coral reefs, fisheries, and urban forests.

CON OBJECTIVE 3.1: Native Communities and Ecosystems

The City shall preserve and protect native communities and ecosystems to ensure that representative communities remain intact. Priority shall be given to environmentally sensitive lands.

CON Policy 3.1.1: The City shall create a work group to review existing environmental regulations and recommend revisions necessary to prevent climate-related impacts. The review should consider current and future conditions associated with rising temperatures, drought, extreme rainfall, storm surge, saltwater intrusion, and sea level rise, and should evaluate secondary and tertiary impacts that may not be adequately addressed by existing regulations.
~~**Policy 3.1.1:** The City will research various conservation tools to protect the estuary along the Lake Worth Lagoon.~~

CON Policy 3.1.2: ~~Development activities proposed in native ecosystems shall continue to be regulated through the Land Development Code to assure protection of environmentally sensitive lands and native communities. The City will explore incentives available to achieve this objective.~~ Development activities proposed in native ecosystems shall continue to be regulated through the Land Development Code to ensure the protection of environmentally sensitive lands and native communities. The City will explore incentives available to achieve this objective.

CON Policy 3.1.3: ~~The City shall continue to facilitate the acquisition, protection, and long-term maintenance of native plant communities through mechanisms including, but not limited to, conservation easements, grants and matching funds, and donations of land.~~ The City shall promote collaborative federal and state conservation land acquisition and easement programs to facilitate the acquisition, protection, and long-term maintenance of native plant communities through mechanisms, including, but not limited to, conservation easements, grants and matching funds, and donations of land.

CON Policy 3.1.4: ~~The City shall continue to coordinate with all applicable public and private entities to protect and conserve environmentally sensitive lands and native ecosystems through the development review process, joint acquisition and management processes, interlocal agreements, and through other available means.~~ The City shall continue to coordinate with all applicable public and private entities to protect and conserve environmentally sensitive lands and native ecosystems through the development review process, joint acquisition and management processes, interlocal agreements, and other available means.

CON Policy 3.1.5: ~~The City supports utilizing Peanut Island as a passive recreational resource, with the amenities added by Palm Beach County.~~ The City supports the use of Peanut Island as a passive recreational resource, including the amenities provided by Palm Beach County.

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CON Policy 3.1.6: Identify federal funding programs for local land conservation initiatives based on specific ecosystem characteristics and secure funds. Potential federal land conservation programs include:

- Land and Water Conservation Fund (National Park Service, U.S. Fish and Wildlife Service)
- Cooperative Endangered Species Fund (U.S. Fish and Wildlife Service)
- Forest Legacy Program (U.S. Forest Service)
- Agricultural Conservation Easement Program (U.S. Department of Agriculture.

~~**Policy 3.1.6: *Special Preservation:*** Mangrove, wetlands and special estuarine bottomlands. These mangroves and special estuarine bottomlands are protected by Federal, State and local agencies involved in wetlands preservation, dredge and fill permitting, and other hydrological modifications. It is the expressed policy objective of the City to regulate a developments of Submerged Lands except as specifically permitted by the land development code including but not limited to mangroves, wetlands and estuarine bottomlands, to the maximum extent permissible by law.~~

CON Policy 3.1.7: ~~By 2009, The City shall adopt Land Development regulations addressing the use of the bottomlands for purposes listed above and which are compatible and/or consistent with the City's preservation policies contained in other elements within the Comprehensive Plan.~~ The City shall continue to adopt Land Development Regulations addressing the use of bottomlands for the purposes listed above that are compatible and/or consistent with the City's preservation policies contained in other elements of the Comprehensive Plan.

CON Policy 3.1.8: Mangroves, wetlands, and special estuarine bottomlands (e.g. submerged lands), such as those within Special Preservation Area, are protected by federal, state, and local agencies involved in wetlands preservation, dredge and fill permitting, and other hydrological modifications. It is the expressed policy objective of the City to regulate a development of submerged lands, including, but not limited to, mangroves, wetlands, and estuarine bottomlands, to the maximum extent permissible by law, except as specifically permitted by the Land Development Code.

CON Policy 3.1.9~~8~~: ~~It is further the policy of The City to oppose any application for dredge or fill permits pending before applicable State or Federal agencies for lands in the Estuary Area. This policy objective shall not be construed nor implemented to impair or preclude judicially determined vested rights to develop or alter submerged lands.~~ The City shall oppose any application for dredge or fill permits pending before applicable state or federal agencies for lands within the Special Preservation Area. This policy objective shall not be construed or implemented to impair or preclude judicially determined vested rights to develop or alter submerged lands.

CON Policy 3.1.10: The City shall strengthen protections, expand restoration initiatives, and ensure best management practices for existing natural systems to minimize the loss of critical habitats and resources, such as wetlands, seagrass beds, mangrove forests, coral reefs, fisheries, and urban forests.

CON Policy 3.1.11: Promote and advocate for sufficient funding for the Florida Forever conservation and recreation lands acquisition program.

CON OBJECTIVE 3.2: Wetlands

Protect and conserve the functions and values of wetlands by directing future land uses that are incompatible with wetland protection and conservation away from these environmentally sensitive areas. ~~*The City shall maintain the functions and values provided by freshwater and marine wetlands so there will be no net loss of wetland functions and values due to development or other activities.*~~

CON Policy 3.2.1: ~~The City shall continue to implement the Wetlands Protection Section of the Land Development Code and shall continue to review and comment on wetland alteration applications being reviewed by other agencies to ensure that no activity results in the net loss of wetland values and functions, being particularly diligent in the review of any coastal zone or wetland projects, in order to protect the Singer Island mangrove and wetlands, Lake Worth bottomland areas, and the most environmentally sensitive lands in the City. The City shall ensure that the following steps are taken, when assessing proposed activities that may result in wetland impacts~~ The City shall continue to implement the Wetlands Protection Section of the Land Development Code and review and comment on wetland alteration applications being considered by other agencies to ensure that no activity results in a net loss of wetland values and functions. The City shall be particularly diligent in reviewing coastal zone and wetland projects to protect the Singer Island mangroves and wetlands, Lake Worth Lagoon bottomlands, and the most environmentally sensitive lands within the City. The City shall ensure that the following steps are taken when assessing proposed activities that may result in wetland impacts:

1. Avoidance of wetland impacts
2. Minimization of unavoidable wetland impacts
3. Compensation for wetland impacts through mitigation

CON Policy 3.2.2: The City shall develop a formal "wetland" or "conservation" zoning designation for zoning maps that include freshwater wetlands, buffer areas, and critical freshwater connective areas. The designation shall include protections for ephemeral wetlands, submerged lands within the Lake Worth Lagoon, wetlands outside formally protected areas, and upland areas that facilitate long-term ecosystem migration.

~~**Policy 3.2.2:** The City shall not allow activities that would diminish the functions and values of wetlands by altering the quantity or timing of water availability to existing wetlands or altering their water regimes.~~

CON Policy 3.2.3: ~~By 2008, in the Land Development Code the City shall require, when reviewing development activities adjacent to or within wetland areas, that a buffer zone of native vegetation, which may include canopy, understory and ground cover, as appropriate, be provided and maintained around all wetlands.~~ Pursuant to the Land Development Code, the City shall require a buffer zone of native vegetation when reviewing development activities adjacent to or within wetland areas. The buffer zone may include canopy, understory, and ground cover, as appropriate, and shall be provided and maintained around all wetlands.

CON Policy 3.2.4: ~~The City by 2009 through its Land Development Code will preserve wetlands by listing the uses prohibited in or near wetlands or their transitional buffer zones.~~ The City, through its Land Development Code, shall preserve wetlands by identifying uses prohibited within or adjacent to wetlands and their transitional buffer zones.

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CON Policy 3.2.5: The City shall promote collaborative federal, state and local government conservation land acquisition and easement programs for ~~support~~ wetland creation, restoration, enhancement, and preservation and ~~shall encourage public and private sector initiatives for these efforts.~~

CON OBJECTIVE 3.3: Preserve and Protect the Lake Worth Lagoon

~~*The City shall coordinate with Palm Beach County, the SFWMD and the FDEP, as well as other municipalities along Lake Worth Lagoon to preserve and protect the Lagoon, .*~~*In order to continue protecting the Lake Worth Lagoon, The City will initiate a partnership with Palm Beach Environmental Resource Management office and implement goals and strategies from the latest Lake Worth Lagoon Management Plan*. ~~*t*~~*Through administration of the Code of Ordinance* ~~*Land Development Code*~~*, enforcement of environmental regulations, and implementation of the Coastal Management Element.*

CON Policy 3.3.1: Integrate wetlands into stormwater drainage and water management practices within permitted developments, protected lands, and mitigation areas to provide the hydrologic recharge and conditions necessary to sustain wetland areas.
~~**Policy 3.3.1:** The City shall continue to exercise caution in granting concessions on the beach.~~

CON Policy 3.3.2: In order to achieve protection of the natural Singer Island lakefront habitat (particularly mangroves, adjacent wetlands and significant estuarine bottomlands) the City shall continue to enforce the Wetlands Preservation Ordinance and shall continue to pursue public acquisition of submerged lands in part through coordination with various state grant programs for the acquisition of such properties and working with a public land trust.

CON Policy 3.3.3: ~~By 2009, The City will adopt land development regulations that mandate "no net loss of the 7,000 linear feet of natural shoreline bordering the Lake Worth Lagoon estuary on Singer Island," along with continuing to remove non-native/exotic species/vegetation as a tool in the preservation of this environmentally sensitive area.~~ The City shall adopt land development regulations that mandate no net loss of the 7,000 linear feet of natural shoreline bordering the Lake Worth Lagoon estuary on Singer Island. The City shall also continue efforts to remove nonnative and invasive plant species as a means of preserving this environmentally sensitive area.

CON Policy 3.3.4: The City shall encourage the preservation and restoration of pervious areas where water can infiltrate directly into the soil, such as green spaces, open spaces, rain gardens, swales, and medians.

CON OBJECTIVE 3.4: Listed Species

The City shall protect and preserve endangered and threatened species, species of special concern, (hereafter collectively referred to as listed species), and their associated habitats.

CON Policy 3.4.1: Integrate wetlands into stormwater drainage and water management practices within permitted developments, protected lands, and mitigation areas to provide the hydrologic recharge and conditions necessary to sustain wetland areas.

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~~**Policy 3.4.1:** City shall continue to require through the regulatory programs that developers protect, manage, or relocate listed species identified on their property in coordination with the appropriate Environmental Agencies.~~

CON Policy 3.4.2: The City shall continue to require, through its regulatory programs, that developers protect, manage, or relocate listed species identified on their property in coordination with the appropriate environmental agencies.

~~**Policy 3.4.2:** The City shall maintain in full force and effect and implement the codes, ordinances, and regulations associated with development and redevelopment activities to ensure that listed species and their habitats are protected.~~

CON Policy 3.4.3: The City shall maintain and implement codes, ordinances, and regulations governing development and redevelopment activities to ensure the protection of listed species and their habitats.

~~**Policy 3.4.3:** The City shall continue to require as part of the development application process listed species surveys for all sites known to or likely to contain listed species. The detailed surveys and conditions for their protection shall be required prior to development approval and shall include, but not be limited to, species type, location, and quantity.~~

CON Policy 3.4.4: ~~The City shall not issue a development order when listed plant or animal species are affected until conditions are provided for protection of the listed species.~~ The City shall not issue a development order for development that may adversely affect listed plant or animal species until appropriate measures are established to ensure the protection of such species.

CON Policy 3.4.5: ~~The City shall work to maintain existing species representation, and prevent plant and animal species in the City from becoming endangered or threatened, by protection of habitat for native species, implementation of the codes and ordinances identified in Objective 1.1, and the land acquisition and protection mechanisms identified in Objective 2.1~~. The City shall work to maintain existing species representation and prevent plant and animal species within the City from becoming endangered or threatened through the protection of native species habitats, implementation of the codes and ordinances identified in Objective 1.1, and use of the land acquisition and protection mechanisms identified in Objective 2.1.

CON Policy 3.4.6: The City shall prioritize native tree species in its tree-planting programs and identify and invest in salt-tolerant tree species that can withstand hurricanes and provide multiple ecosystem services, including habitat for other native species. Tree-planting programs shall consider appropriate locations and site conditions to promote long-term viability and storm resilience.

CON OBJECTIVE 3.5: Invasive Non-native Plant Species

The City shall continue efforts to eradicate invasive non-native plant species and, where appropriate, require their removal and replacement with native plant species.

CON Policy 3.5.1: ~~The City shall continue to implement as a condition of all development orders the Sections of the LDC which require the immediate and long-term removal or eradication of~~

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~~invasive non-native plant species and prohibits the planting of these species.~~ The City shall continue to implement, as a condition of all development orders, the sections of the LDC that require the immediate and long-term removal or eradication of invasive, non-native plant species and prohibit the planting of these species.

CON Policy 3.5.2: ~~The City shall maintain programs for the eradication and control of invasive nonnative plant species as part of the maintenance activities of City-owned or managed property. The City shall seek funding and enforcement procedures in cooperation with federal, state and county agencies in eradicating the invasive non-native vegetation.~~ The City shall maintain programs for the eradication and control of invasive, non-native plant species as part of the maintenance activities of City-owned or City-managed property. The City shall seek funding and enforcement procedures in cooperation with federal, state, and county agencies to eradicate invasive, non-native vegetation.

CON Policy 3.5.3: ~~The City shall continue its cooperation and participation with Palm Beach County's Eradication Program for removing non-native/invasive species sponsored by the Department of Environmental Resources Management.~~ The City shall continue its cooperation and participation in Palm Beach County's Eradication Program for the removal of non-native and invasive species, sponsored by the Department of Environmental Resources Management.

CON GOAL 4 PROTECTION OF SURFACEWATER AND GROUNDWATER QUALITY AND QUANTITY

To protect surface water and groundwater quality and quantity by discouraging activities that would damage or degrade water resources.

CON OBJECTIVE 4.1: Quality and Quantity of Water Resources

The City—through its Utility District---shall preserve and protect both the quality and quantity of the City's water resources so that future development activities are conducted in a manner that, at a minimum, meets state water quantity and quality standards.

CON Policy 4.1.1: ~~The City – through its Utility District – shall continue to work towards meeting the State mandate of providing alternative future water supplies to ensure the conservation/preservation of existing water resources. To that end, by 2002, the City will complete its required 10-year Water Supply Plan to be done in coordination with the 10-year plan of the SFWMD.~~ The City, through its Utility District, shall continue to work toward meeting the State mandate to provide alternative future water supplies to ensure the conservation and preservation of existing water resources. To that end, the City will complete its required 10-year Water Supply Plan in coordination with the South Florida Water Management District's (SFWMD) 10-year plan.

CON Policy 4.1.2: ~~By the year 2010, The City - through its Utility District - will submit a permit application to the SFWMD for desalination tanks to be constructed in the next 10-year planning~~

~~period as its alternative to pumping and receiving water from existing aquifers.~~ The City, through its Utility District, will submit a permit application to the SFWMD for desalination tanks to be constructed during the next 10-year planning period as an alternative to pumping and receiving water from existing aquifers.

CON Policy 4.1.3: ~~By 2008, The City - through its Utility District – will – in its Land Development Code and Land Use Element – review, incorporate, and/or designate an updated policy that identifies allowable land uses in, near, or adjacent to wellfield protection areas located within the City. The policy will be based upon location of the use, wellfield zone, and amounts of discharge or other regulated substances to be generated according to use.~~ The City, through its Utility District, shall incorporate and/or designate, through its Land Development Code and Land Use Element review, an updated policy that identifies allowable land uses in, near, or adjacent to wellfield protection areas located within the City. The policy will be based upon the location of the use, the wellfield zone, and the amount of discharge or other regulated substances to be generated by the use.

CON Policy 4.1.4: ~~The City shall continue to review data from the existing surface water quality monitoring network to identify point-source and non-point source water quality problem areas and develop and implement programs designed to reduce point and nonpoint source discharges to surface waters. The City shall continue to enforce Surface Water Quality Standards and the Stormwater Pollution Prevention Ordinance throughout its jurisdiction. The City shall comply with the U.S. EPA National Pollutant Discharge Elimination System (NPDES) stormwater permit requirements~~. The City shall integrate existing mapping databases from all key agencies to improve access to local wetland maps for planning, regulation, and zoning purposes. Existing wetland maps can be accessed through the National Wetlands Inventory and federal or state agencies. The City shall continue to enforce Surface Water Quality Standards and the Stormwater Pollution Prevention Ordinance throughout its jurisdiction. The City shall comply with the U.S. Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) stormwater permit requirements.

CON Policy 4.1.5: ~~The City shall not take any land use actions, which are inconsistent with County, State, and the South Florida Water Management District efforts to maintain and/or improve water quality in the Lake Worth Lagoon estuary, or are in conflict with an adopted surface water improvement and management plan.~~ The City shall not take any land use actions that are inconsistent with County, State, or South Florida Water Management District efforts to maintain and/or improve water quality in the Lake Worth Lagoon estuary or that are in conflict with an adopted surface water improvement and management plan.

CON Policy 4.1.6: ~~The City supports the implementation of the 2007 Lake Worth Lagoon Management Plan. As part of that effort, the City and County shall coordinate on stormwater discharges into the Lake Worth Lagoon and other estuarine waters, to implement actions which meet or exceed the State's Class III Surface Water Quality Standards.~~ The City supports the implementation of the most current Lake Worth Lagoon Management Plan. As part of that effort, the City and County shall coordinate on stormwater discharges into the Lake Worth Lagoon and other estuarine waters to implement actions that meet or exceed the State's Class III Surface Water Quality Standards.

CON Policy 4.1.7: The City shall continue to work toward reducing the number of the 18 direct stormwater outfalls into Lake Worth Lagoon ~~by 2010~~.

CON Policy 4.1.8: ~~The City shall continue to enforce the provisions of the Wellfield Protection Ordinance and by 2008 will conduct an analysis to determine whether or not all potential development activities that could occur in or near wellfield areas will negatively impact the quality or quantity of the water resources.~~ The City shall continue to enforce the provisions of the Wellfield Protection Ordinance and will conduct an analysis to determine whether all potential development activities that could occur in or near wellfield areas will negatively impact the quality or quantity of water resources.

CON Policy 4.1.9: The City shall protect its wellfields from contamination in conjunction with the processes established by Palm Beach County and the FDEP, and through participation in the FDEP "Brownfields" program. Historically contaminated sites will be evaluated for participation in the EPA's "Superfund" program and federal or regional Brownfields redevelopment programs.

CON Policy 4.1.10: ~~The City shall --on an ongoing basis through its Capital Improvements Element periodically review its infrastructure projects/activities to assure that potentially hazardous waste and sanitary sewer system connections will not adversely affect or interfere with water quality.~~ The City shall, on an ongoing basis through its Capital Improvements Element, periodically review its infrastructure projects and activities to ensure that potentially hazardous waste and sanitary sewer system connections will not adversely affect or interfere with water quality.

CON Policy 4.1.11: The City shall coordinate with the County regarding hazardous waste +enforcement issues and shall notify the County of violations.

CON GOAL 5 PROTECTION OF NATURAL FLOODPLAINS

To manage its floodplain in such a way as to minimize hazards to public health, safety, and property and to preserve natural recharge areas.

CON OBJECTIVE 5.1: Identification and Mapping of Natural and Man-made Flood Prone Areas

The City shall continue to work with the digitized Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) rate maps ~~and The Arbiter of Storms (TAOS) model projections for category 1 through 5 storm surge areas,~~ and its own property appraiser maps to develop accurate overlays showing all areas prone to flooding within its jurisdiction.

CON Policy 5.1.1: The City will continue the process of acquiring all available Geographic Information System (GIS) data bases showing flood hazard areas within Riviera Beach and overlaying them with City property appraiser maps. These digital databases include:

- The NFIP rate maps;
- ~~The new TAOS model storm surge projection maps; and~~

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- The revised USGS topographic maps for Florida's east coast as they become available.

CON Policy 5.1.2: The City shall continually enhance its Land Development Code to identify additional measures that will improve its Community Rating System ranking in order to achieve more favorable flood insurance rates for residents of the City.

CON Policy 5.1.3: The City shall update seawall requirements in the Code of Ordinances to be commensurate with projected sea level rise.

CON Policy 5.1.4: The City shall identify specific locations and general conditions that could accommodate living shorelines in place of, or in combination with, seawalls, as well as other nature-based approaches. The City shall create a shoreline characterization map for tidally influenced waterways.

CON OBJECTIVE 5.2: Regulation and Mitigation

Develop regulations that incentivize the use of nature-based approaches where feasible and streamline the regulatory and permitting environment to facilitate use. Make any necessary updates to various local and regional plans to ensure alignment and reduce potential barriers to facilitate the expanded use of nature-based solutions. Plans that should be reviewed include, but are not limited to, comprehensive plans, land use plans, stormwater master plans, hazard mitigation plans and transportation plans.

~~*The City shall continue to regulate development in and around natural flood plain areas and areas subject to tropical storm and hurricane storm surge, and implement projects to mitigate long-term damage.*~~

CON Policy 5.2.1: The City shall continue to support the Local Mitigation Strategy (LMS), and the Countywide Project Prioritization List.

CON Policy 5.2.2: ~~The City will continue its application process for membership in the FEMA NFIP - Community Rating System (CRS) program and to make any needed revisions to its flood elevation standards to continue to improve flood insurance rates in the City.~~ The City shall continue its application process for membership in the FEMA National Flood Insurance Program (NFIP) Community Rating System (CRS) and make any necessary revisions to its flood elevation standards to improve flood insurance rates in the City.

CON Policy 5.2.3: The City will continue to identify all relevant disaster-related capital projects, and submit them for inclusion on the LMS Countywide Project Prioritization List.

CON Policy 5.2.4: The City shall expand the use of green infrastructure, nature-based solutions, and hybrid infrastructure approaches as best practices when advancing resilience initiatives and projects. These approaches include, but are not limited to, the use of living shorelines; green or hybrid infrastructure for stormwater management, flood attenuation, and water quality improvements; urban green space for mitigating heat; coastal habitat protection and restoration for erosion control and coastal risk reduction; and coastal and marine ecosystems, or "blue carbon," for carbon sequestration and storage.

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CON Policy 5.2.5: To mitigate urban heat islands throughout the City, with an emphasis on equitably addressing the need for street cooling and shading, the City shall prioritize efforts in low-income areas and communities of color where existing tree canopy is disproportionately sparse and heat islands are more severe. The City shall also ensure that a long-term tree maintenance program is developed and funded.

CON Policy 5.2.6: The City shall protect existing tree canopy through tools available to local governments via comprehensive plans, zoning ordinances, tree ordinances, the development of tree canopy programs, mitigation banks, and impact fees. The City shall invest in the enforcement of tree protection regulations.

CON OBJECTIVE 5.3: Advance energy efficiency and conservation

Advance energy efficiency and conservation through technological solutions, behavioral strategies and policies in order to reduce GHG emissions.

CON Policy 5.3.1: The City shall create incentives for the use of LEED green building standards to reduce carbon emissions from municipal buildings.

CON Policy 5.3.2: The City shall develop incentives to increase the energy efficiency of properties during the 30- and 40-year building recertifications.

CON GOAL 6 PRESERVATION OF FISHERIES HABITAT & WATERFRONT ACCESS FOR RECREATIONAL FISHING

The goal of the City of Riviera Beach is to protect and enhance all critical habitats necessary to maintaining viable and stable populations of the many recreationally and commercially important fish and shellfish species caught in the surrounding waters.

CON OBJECTIVE 6.1: Preserve Fisheries Habitat

Protect, restore, and ensure the sustainable use and management of interdependent coastal habitats, including coral reefs, seagrasses, mangroves, and wetlands, to minimize the impacts of climate change on the City's shoreline and waters within its jurisdiction.

Improve water quality and habitats, such as seagrass and mangroves, that support fisheries in order to minimize the impacts of climate change on fisheries. ~~In order to increase the supply of fish, the City shall to the maximum extent possible support restoration of damaged fisheries habitat in and around the near shore and estuarine waters within its jurisdiction.~~

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CON Policy 6.1.1: The City shall support and advance coordinated, science-based marine management and protection through the mosaic of marine protected areas, sanctuaries, aquatic preserves, and national and state parks in the region.

~~**Policy 6.1.1:** The City shall support the implementation of the Lake Worth Lagoon management plan and the installation of artificial fisheries habitats where they can be shown to be environmentally sound.~~

CON Policy 6.1.2: The City shall advance coordinated efforts to restore genetically diverse breeding populations of threatened staghorn and elkhorn corals to degraded reefs within the City's jurisdiction. The City shall advance associated research to improve understanding of coral species that are most resilient to increasing temperatures and ocean acidification. The City shall support combining the installation of artificial reefs and reef-like structures with coral breeding to improve the quantity and quality of offshore fisheries habitat.

~~**Policy 6.1.2:** The City shall support public/private partnerships that seek to improve the quantity and quality of offshore fisheries habitat through the installation of artificial reefs and reef-like structures~~

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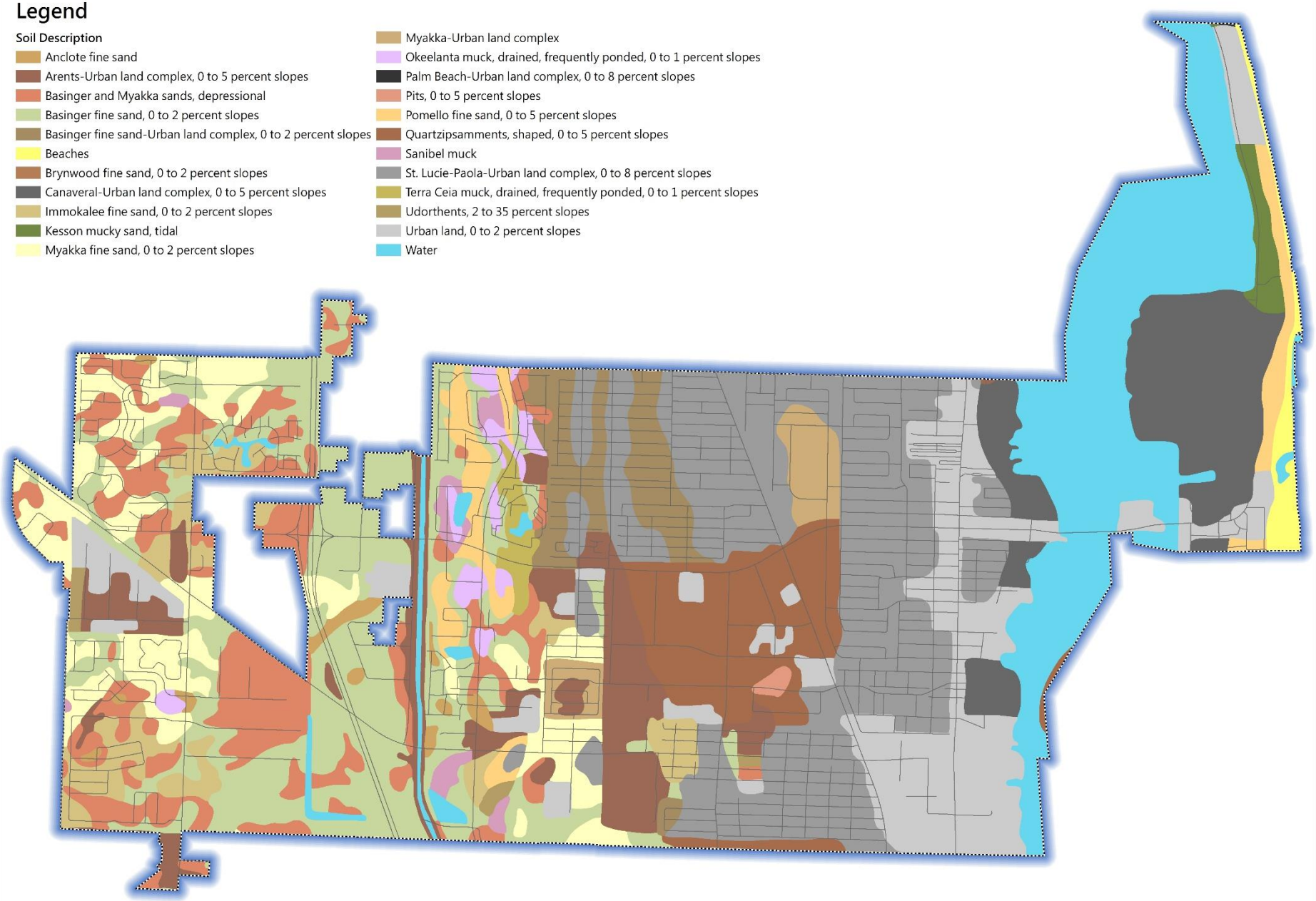
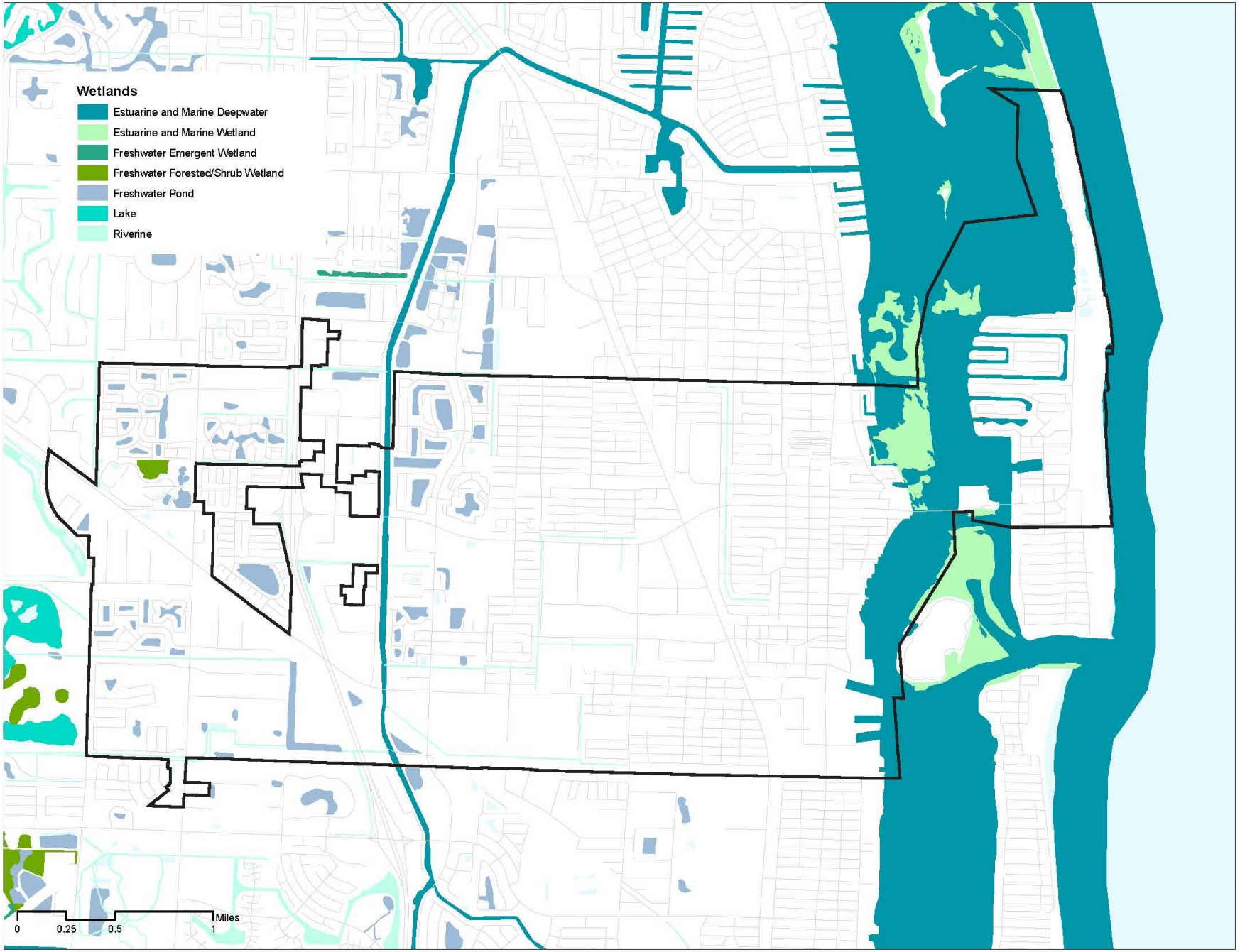
Legend

Soil Description

- Anclote fine sand
- Arents-Urban land complex, 0 to 5 percent slopes
- Basinger and Myakka sands, depressional
- Basinger fine sand, 0 to 2 percent slopes
- Basinger fine sand-Urban land complex, 0 to 2 percent slopes
- Beaches
- Brynwood fine sand, 0 to 2 percent slopes
- Canaveral-Urban land complex, 0 to 5 percent slopes
- Immokalee fine sand, 0 to 2 percent slopes
- Kesson mucky sand, tidal
- Myakka fine sand, 0 to 2 percent slopes
- Myakka-Urban land complex
- Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes
- Palm Beach-Urban land complex, 0 to 8 percent slopes
- Pits, 0 to 5 percent slopes
- Pomello fine sand, 0 to 5 percent slopes
- Quartzipsamments, shaped, 0 to 5 percent slopes
- Sanibel muck
- St. Lucie-Paola-Urban land complex, 0 to 8 percent slopes
- Terra Ceia muck, drained, frequently ponded, 0 to 1 percent slopes
- Udorthents, 2 to 35 percent slopes
- Urban land, 0 to 2 percent slopes
- Water



Source: Natural Resources Conservation Service (NRCS)


Wetlands
Estuarine and Marine Deepwater
Estuarine and Marine Wetland
Freshwater Emergent Wetland
Freshwater Forested/Shrub Wetland
Freshwater Pond
Lake
Riverine
0
0.25
0.5
Miles
1

CON GOAL 7 Health Impact, Extreme Heat & Flooding

The City is committed to protecting vulnerable residents from the health impacts of extreme heat and flooding.

CON OBJECTIVE 7.1:

Understand and communicate public health risks associated with climate change.

CON Policy 7.1.1: Determine and identify the populations most at risk of increased exposure to indoor heat, mold and mildew, and respiratory illnesses by identifying households that are energy insecure and by working with community-based organizations, academic institutions, and other relevant partners.

CON Policy 7.1.2: Develop and disseminate communications materials about the human health risks of climate change, including increased risks of heat illness, pathogenic diseases, vector-borne diseases, and floodwater pathogens. Ensure that communication materials and methods (traditional and social media) are accessible to a wide range of audiences and utilize age-appropriate, culturally appropriate, and accessible language.

CON Policy 7.1.3: The City shall map existing tree canopy (inclusive of socioeconomic data overlays), set community tree canopy goals, develop and fund a strategic tree canopy program, and monitor changes in the canopy over time.

CON Policy 7.1.4: Prioritize planting efforts in low-income areas and communities of color where the existing tree canopy is disproportionately sparse and heat islands are more severe. Ensure long-term tree maintenance program is developed and funded.

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CAPITAL IMPROVEMENTS ELEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction:

Riviera Beach is committed to providing safe, reliable, and high-quality public facilities and services; like roads, parks, utilities, and public buildings; that meet the needs of our community today and into the future.

This part of the plan helps the city decide what to build, when to build it, and how to pay for it. It focuses on maintaining what we already have, building what's needed to support future growth, and making smart financial decisions to get it done.

By planning ahead and investing wisely, the City ensures that improvements are made where they are most needed and that public funds are used responsibly. This helps protect quality of life, support development, and keep Riviera Beach running smoothly for all who live, work, and visit here.

CI GOAL *To ensure that the City's Capital Improvement Plan achieves optimal service levels for the community, while also accommodating future development projects, by identifying the need and location for new facilities, maintaining existing facilities, and utilizing sound fiscal practices.~~adequate service levels are upheld, through the timely provision of public facilities to maintain service levels and accommodate new development, within sound fiscal practices.~~*

CI OBJECTIVE 1.1: The Annual Capital Improvements Program Process

The City shall use the Capital Improvements Element as a means to ensure construction/replacement of capital facilities consistent with the elements of the Comprehensive Plan. The annually reviewed Capital Improvements Element shall be used as the basis for detailing the City's public facility needs and deficiencies, based on current population and future growth, and planning corrective capital projects through a five-year capital improvement program and to ensure that the plan is financially feasible and that the adopted level-of-service standards are achieved and maintained.

CI Policy 1.1.1: The City's CIP staff committee~~ Community Development Department~~ shall initiate the annual CI~~E~~P update and coordinate with all other Departments to ensure consistency with the City's annual capital budget.

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CI Policy 1.1.2: The City shall continue to adopt a capital budget as part of its annual budgeting process which will form the basis for the annual preparation of a five-year capital improvement program.

CI Policy 1.1.3: The City's fiscal policies for directing capital expenditures (new, replacement or renewal) shall give the highest priority to projects that enhance the quality of life, health and safety for City residents.

In setting priorities, the following additional criteria will be used:

- Ability to finance: financial feasibility, what is the budgetary impact?
- Job and tax base: does it further tourism or other job and tax base goals?
- Leverage potential: does it support or leverage state, federal or other funds?
- Intergovernmental: will the expenditures be coordinated with (or further) or be in conflict with the plans of other public agencies that provide public facilities within the City?
- Preservation for health, safety of the public by eliminating public hazards;
- Elimination of existing deficiencies; and
- Maintenance of adopted level of service standards.
- Legal and regulatory compliance
- Environmental protection
- Essential and critical improvements
- Revenue producing
- Cost savings
- Leverage external funds
- Strategic alignment with the City's Strategic Plan
- Infrastructure Risk Management and Resiliency

CI Policy 1.1.4: The Schedule of Capital Improvements shall contain a mix of capital expenditures, city-wide in scope that includes projects to eliminate existing deficiencies, to upgrade and replace existing facilities, and to construct new facilities.

CI Policy 1.1.5: In accordance with Policy 1.4.2 pertaining to public school concurrency School Capacity Availability Determination (SCAD), and upholding the exceptions detailed therein, prior issuance of a Development Order/Permit for residential development, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained considering the impact of the proposed development. The necessary public-school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA.

CI OBJECTIVE 1.2: Level of Service and Concurrency

City staff officials shall continue to use the adopted concurrency management criteria system as a basis for reviewing development applications and land use decisions, in order to maintain public facility levels of service. as specified in the following policies.

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CI Policy 1.2.1: In determining that the necessary facilities and services shall be in place when the impacts of the development occur, the City shall ~~continue to~~ consider the facilities and services to be in place when:

a. The construction of the facilities or provision of services is the subject of a binding and guaranteed contract with the City or in the case of public school facilities, the School District of Palm Beach County, that is executed and guaranteed for the time the Development Order is issued;

b. The phasing and construction of the improvements are made binding conditions of approval of the Development Order or Development Permit;

c. The necessary facilities or services are under construction and bonded at the time that the Development Order is issued;

d. The necessary facilities and services are included in the City's Annual Capital ~~Improvement~~ Budget; or, in the case of public school facilities, construction appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Six Year Capital Improvement Schedule, as reflected in Table 1 of this element, which shall reflect the addition of Florida Inventory of School Houses (FISH) capacity y for each school as shown in Appendix A, Concurrency Service Area Table.

e. In accordance with Policy 1.4.2 pertaining to school capacity availability determination ~~public school concurrency~~, and upholding the exceptions detailed therein, prior to issuance of a Development Order/Permit for residential development, the School District of Palm Beach County shall maintain minimum level of service standards for public school facilities in accordance with the adopted Interlocal Agreement and defined in the Public-School Facilities Element. In the case of public-school facilities, the issuance of Development Orders, Development Permits or development approvals for residential development shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

CI Policy 1.2.2: The City shall require, through the concurrency management system, that the burden of showing compliance with the Levels of Service requirements be upon the applicant for a development permit. Where capacity cannot be shown, the following methods may be used to maintain the adopted Levels of Service:

1. The developer may provide the necessary improvements to maintain the Levels of Service.
2. The proposed project may be altered such that the projected Levels of Service complies with the adopted level of service standard.
3. The proposed project may be phased such that the projected Levels of Service at the conclusion of each phase complies with the adopted Levels of Service.
4. The construction of the facilities or provision of services is the subject of a binding and guaranteed contract with the City of Riviera Beach that is executed and guaranteed for the time the Development Order is issued.
5. The necessary facilities or services are under construction and bonded at the time that the Development Order is issued;

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CI Policy 1.2.2~~3~~3: The City shall provide a sanitary sewer collection system with a level of service that accommodates ~~135~~ 150 gallons per person per day.

CI Policy 1.2.3~~4~~4: The City shall provide for a solid waste level of service necessary to collect 6 pounds per person per day.

CI Policy 1.2.4~~5~~5: The City shall maintain stormwater level of service that adequately accommodates on-site the first one inch of runoff or runoff from the 3-year, 1-hour storm, whichever is greater. Roadway and parking lot finished elevations shall be at or above the peak stage elevation for the 5-year, 1-day storm event. Building ground floor elevations shall be above the 100-year, 3-day storm stage elevation.

CI Policy 1.2.5~~6~~6: The City shall provide a potable water level of service of 177 gallons per person per day, average level of service at a pressure of 20 psi ~~or more~~, and a storage capacity of ~~4,300,000~~ 4.3 million gallons.

CI Policy 1.2.6~~7~~7: The City shall maintain a park and open space level of service standard of 3 acres per 1,000 population.

CI Policy 1.2.7~~8~~8: The City shall provide a transportation network utilizing the level of service standards of the Countywide Traffic Performance Ordinance.

CI Policy 1.2.8~~9~~9: The City shall continue to monitor impacts on level of service, through implementation of "Article X - Concurrency Management and Public Facility Capacity" of the Code of Ordinances ~~the Land Development Code~~.

CI OBJECTIVE 1.3: Private Development Financing of Infrastructure

~~*The City shall continue to adhere to its policy that development projects should pay their fair share of public improvements based on their impact, through implementation of the following policies:*~~

The City shall ensure that developers pay a proportionate fair share contribution to the City for development projects based on the impact to the service levels to be provided by the City.

CI Policy 1.3.1: The development code shall include a building permit process that continues to require on-site detention and drainage structures acceptable to regional environmental agencies.

CI Policy 1.3.2: The responsibilities of developers in assisting with financing of downtown public improvements shall be determined on a case-by-case basis.

CI Policy 1.3.3: The CRA shall use tax increment financing as a means to help fund capital projects within the CRA district boundary. ~~downtown and Singer Island redevelopment areas.~~

CI Policy 1.3.4: The City shall continue to encourage public-private cost sharing of water and sewer main extensions with the expectation that developers contribute to at least 50 percent of the cost except under unique circumstances.

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CI OBJECTIVE 1.4: Concurrency

CI Policy ~~1.4.1~~ 1.4.1: Through implementation of "Article X - Concurrency Management and Public Facility Capacity" of the Land Development Code, the City shall continue to ~~ensure~~ that ~~no~~ development permits ~~shall be~~ are not issued unless assurance is given that the public facilities necessitated by the project (in order to meet City-adopted level of service standards) shall be in place concurrent with the impacts of development.

CI Policy ~~1.4.2~~ 1.4.2: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a determination of capacity by the School District of Palm Beach County that the proposed development will meet the public-school facilities level of service. A determination by the School District is not required for existing single family legal lots of record.

CI OBJECTIVE 1.5: Coastal High-Hazard Area Expenditures

The City shall seek to limit public expenditures that subsidize development in the coastal high hazard area~~s~~ (CHHA) and are not in the public interest, through implementation of the following policies:

CI Policy 1.5.1: Redevelopment in the CRA area ~~(both on the mainland and Singer Island)~~ shall be considered in the public interest. However, all infrastructures, public or private, that occurs in the CRA area or other areas located in the CHHA must address and integrate engineering and construction techniques that make structures more disaster-resistant. The City will evaluate its Land Development Code ~~by 2010~~ to ensure that it contains provisions that will ensure such techniques and construction methods are a requirement of development approval.

CI Policy 1.5.2: Redevelopment in the CRA ~~(both mainland and Singer Island)~~ shall be considered in the public interest, and as such public funding of infrastructure may be permitted.

CI Policy 1.5.3: The City may consider public funding of infrastructure in the Coastal High Hazard Area~~s~~ where development existed prior to the date of adoption of this plan, and the infrastructure is needed:

- to provide adequate evacuation; or
- to maintain adopted level of service standards; or
- to provide recreational needs or other water-dependent uses; or
- to restore or enhance natural resources; and
- is in the public interest

Monitoring and Evaluation

The Capital Improvements Element shall be reviewed annually and the five-year plan updated annually as part of the City's annual budget process, as set forth above.

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INTERGOVERNMENTAL COORDINATION GOALS, OBJECTIVES, AND POLICIES

Introduction:

The Intergovernmental Coordination Element of the Riviera Beach Comprehensive Plan establishes the framework for effective collaboration between the City and its many public, regional, and governmental partners. Because Riviera Beach is part of a highly interconnected region, coordinated planning is essential for addressing shared challenges, managing growth, and delivering high-quality public services.

This Element promotes consistent communication, cooperative planning, and joint problem-solving with Palm Beach County, the Port of Palm Beach, neighboring municipalities, regional and state agencies, special districts, and federal partners. Through these partnerships, the City is better equipped to address matters such as transportation, utilities, port-related coordination, public safety, emergency management, environmental protection, and economic development.

By strengthening intergovernmental relationships and aligning local priorities with regional goals, the Intergovernmental Coordination Element ensures that Riviera Beach can plan more effectively, reduce duplication of services, leverage funding opportunities, and build a more resilient, efficient government that benefits the entire community.

IC GOAL 1: COMPREHENSIVE COORDINATION

To maintain an effective intergovernmental coordination system to ensure consistency among local, regional, state, and federal plans as well as the School Board, F.E.C. Railroad, public utility companies, and Port Commission plans, to identify and resolve conflicts, and to consider recommendations of affected governmental entities and the impacts on other communities in the City's decision-making process.

IC OBJECTIVE 1.1: Coordination of Local Entities

IC Policy 1.1.1: The City shall continue to review growth management programs to see if they can be provided more effectively by other entities thereby avoiding cross-jurisdictional duplication.

IC Policy 1.1.2: The City shall be involved in multi-jurisdictional organizations/committees including the Metropolitan Planning Organization (MPO), the League of Cities of Palm Beach

County, the Treasure Coast Regional Planning Council (TCRPC), the Palm Beach Countywide Coastal Council, the North County Inter-Governmental Committee, the East Central Regional Board, and the Bioscience Land Protection Advisory Board. The City shall also be involved with the planning activities of Palm Tran and Tri-Rail that deal in matters or issues of concern to the City.

IC Policy 1.1.3: The City shall support and participate in the Palm Beach County Intergovernmental program by serving on Program committees including Regional Issues Forum, Intergovernmental Planning Amendment Review Committee (IPARC), fact-finding committees or other ad hoc committees as necessary; providing payment of annual participation fee; providing proposed comprehensive plan amendment materials to the IPARC clearinghouse for distribution; participating in the Intergovernmental Plan Amendment Review Process; and participating in conflict resolution panels when appropriate. The City encourages fair and equitable representation on all such boards having regional significance.

IC Policy 1.1.4: The City shall participate in the IPARC and the Regional Issues Forum as a means to resolve land use disputes between the City and any neighboring cities or unincorporated areas.

IC Policy 1.1.5: The City shall coordinate with the Port of Palm Beach to resolve problems related, but not limited to, transportation, land use, natural and manmade hazards, and protection of natural resources by staff level coordination committees, public board meetings, and other applicable forums.

IC Policy 1.1.6: The City shall maintain and/or establish coordination mechanisms with other entities to ensure that all existing and proposed planning and development activities are consistent with the City's Comprehensive Plan, which will include--but is not limited to--providing land use amendments, population projections, level of service data on public facilities, and public facilities siting data.

IC Policy 1.1.7: The City shall use regional mediation procedures of the TCRPC or other acceptable mediation services when mediating conflicts with other jurisdictions.

IC OBJECTIVE 1.2: Coordination with the School Board

To ensure coordination with the Palm Beach County School Board regarding school facilities and school siting issues.

IC Policy 1.2.1: The City shall maintain an active dialogue with the School Board relative to any plan for schools, which will serve City residents, including schools within the City and nearby areas.

IC Policy 1.2.2: No existing school facility within the jurisdictional limits of Riviera Beach shall be closed or have its primary use changed from education, unless the City Council is informed and approves of the proposed change of status of the school facility.

IC Policy 1.2.3: The City shall coordinate with Palm Beach County School Board to plan and establish future school sites throughout the City; ensure adequate lands proximate to urban

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residential areas; and to co-locate public facilities, such as parks, libraries, and community centers, with schools to the extent possible.

~~**Policy 1.2.4:** The City shall continue to provide school concurrency management to ensure adequate essential services to any new or renovated educational facility programmed by the Palm Beach County School Board for the City.~~

IC OBJECTIVE 1.3: Coordination of Local Governments on Water Supply

IC Policy 1.3.1: The City shall coordinate with both the Town of Palm Beach Shores and Palm Beach County on water supply issues between the City and the areas in which it provides water service to on a continuous and ongoing basis. RBUSD population projection is derived from the most recent available population model prepared by the Palm Beach County Planning, Zoning & Building Department (2020). The model incorporates 2010 Census populations, 2020 Office of Economic and Demographic Research (OEDR/ BEBR) medium projection. This projection model captures the growth of other areas within RBUSD water jurisdiction including West Palm Beach, Palm Beach Shores and Palm Beach County Unincorporated areas. All indicated areas outside of the City's municipal boundaries are served by RBUSD as part of its retail service area and therefore not govern by wholesale water supply agreement.

IC Policy 1.3.2: On a biannual basis, or more often if necessary, the City shall coordinate the sharing of information regarding water supply needs, population projections, adopted levels of service, implementation of alternative water supply projects, establishing level of service standards, and serving newly annexed areas with both the Town Palm Beach Shores and Palm Beach County.

IC OBJECTIVE 1.4: Coordination of City-wide Public Safety

The City shall enhance public safety throughout Riviera Beach by maintaining high-quality police, fire, and emergency medical services; supporting community-oriented policing; and investing in programs, infrastructure, and partnerships that prevent crime, reduce hazards, and protect the well-being of all residents, businesses, and visitors.

IC Policy 1.4.1: The City shall implement the adopted strategic plans for Police and Fire-Rescue and shall update each plan at least every five years to ensure alignment with emerging public safety needs, national best practices, and community expectations.

IC Policy 1.4.2: The City shall identify, prioritize, and submit public safety facility, equipment, and technology needs for inclusion in the Community Investment Program (CIP) and future bond programs to maintain high-quality, resilient, and modern public safety operations.

IC Policy 1.4.3: The City shall collaborate annually with the Development Services Department to assess population growth, demographic shifts, land use changes, and redevelopment patterns to ensure fire-rescue and police service delivery remains effective and equitable.

IC Policy 1.4.4: The City shall prepare for increasing emergency and non-emergency medical calls by anticipating needs related to an aging population, expanded senior housing, community health disparities, and socioeconomic trends within Riviera Beach.

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IC Policy 1.4.5: The City shall maintain or exceed nationally recognized response-time standards for emergency services—including medical services, fire suppression, and Priority 1 police calls—and shall monitor performance to identify opportunities for staffing, facility, or deployment improvements.

IC Policy 1.4.6: The City shall continue strengthening community networks that support public safety by encouraging lawful activity in public spaces, expanding neighborhood collaboration, and enhancing transparent communication between the Riviera Beach Police Department and residents.

IC Policy 1.4.7: The City shall invest in and expand public education and prevention programs to empower residents to contribute to community safety, including Neighborhood Crime Watch, fire prevention outreach, emergency preparedness training, and youth engagement initiatives.

IC Policy 1.4.8: The City shall support and strengthen the Riviera Beach Police Department's community policing initiatives by promoting regular, proactive engagement between officers and residents, businesses, schools, and neighborhood organizations.

IC Policy 1.4.9: The City shall continually evaluate and adopt new technologies, data systems, and operational innovations that improve the effectiveness, efficiency, and cost management of police, fire-rescue, and EMS operations.

IC Policy 1.4.10: The City shall regularly evaluate police and fire-rescue staffing levels, facility locations, and service coverage to determine where new stations, substations, or personnel may be required to maintain or enhance service levels.

IC Policy 1.4.11: The City shall support ongoing professional training, leadership development, and inclusive recruitment strategies to ensure a skilled and representative police and fire-rescue workforce.

IC Policy 1.4.12: The City shall promote and maintain public safety along the Intracoastal Waterway by coordinating with the U.S. Coast Guard, Florida Fish and Wildlife Conservation Commission, Palm Beach County, and other relevant agencies to enforce boating regulations, monitor waterway activity, and enhance emergency response capabilities.

IC Policy 1.4.13: The City shall support boater education, improved signage and navigation markers, and proactive measures that reduce hazards, protect marine resources, and ensure the safety of residents and visitors using the Intracoastal Waterway.

IC GOAL 2: DEVELOPMENTAL IMPACT

To ensure that the impacts of development proposed in the local comprehensive plan on adjacent municipalities, the County, the region, and the state are addressed through specific coordination mechanisms.

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IC OBJECTIVE 2.1: Impact of Development on Other Jurisdictions

Maintain coordination mechanisms to ensure that all planning and development-related activities proposed in the City's Comprehensive Plan are coordinated with Comprehensive Plans of Palm Beach County and adjacent municipalities, as well as with plans for the Port of Palm Beach, Florida Inland Navigational District FIND.

IC Policy 2.1.1: The City shall refer all major estuarine shoreline development proposals to the County Department of Environmental Resources Management to assure intergovernmental coordination and assistance in evaluating environmental impacts.

IC Policy 2.1.2: The City shall continue to monitor the comprehensive plans, ~~and~~ evaluation and appraisal reports of Palm Beach County, ~~and~~ the adjacent municipalities, as well as Master Plan updates to the Port of Palm Beach. Where plans adversely affect city interests, the City will respond at public hearings, through memoranda, and/ or other means deemed appropriate ~~through such other means as determined to be appropriate~~.

IC Policy 2.1.3: The City shall submit plan recommendations and amendments that have a regional impact to the TCRPC, IPARC, and Metropolitan Planning Organization (MPO) Technical Advisory Committee for review and comment.

IC Policy 2.1.4: The City staff shall coordinate with the staffs of adjacent municipalities, School Board, Port Authority, and appropriate public or private utilities to avoid inconsistencies and conflicts between the Riviera Beach plan and the other plans.

IC Policy 2.1.5: The City shall participate in the countywide Local Mitigation Strategy (LMS) whose purpose is to reduce exposure of loss of life and property during natural and manmade disasters, and in all future activities of the LMS Steering Committee.

IC OBJECTIVE 2.2: Annexation Issues

The City shall coordinate all annexation activities and resolve associated issues with adjacent jurisdictions.

IC Policy 2.2.1: The City shall continue to coordinate with the County and adjacent jurisdictions to eliminate existing enclave areas and resolve annexation issues.

IC Policy 2.2.2: The City, through coordination with the County and adjacent municipalities shall ensure that future annexation will not create enclave areas.

IC Policy 2.2.3: ~~By 2015,~~ tThe City shall proactively pursue any remaining areas for potential annexation, set up criteria for annexation decisions, and execute interlocal agreements with the County to formalize these criteria.

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IC Policy 2.2.4: The City will work through IPARC to assist in the resolution of disputes on annexation issues, particularly with respect to properties adjacent to Riviera Beach municipal boundaries.

IC GOAL 3: COORDINATION OF LEVEL OF SERVICE STANDARDS

To coordinate service provision to assure the most effective and efficient service delivery to the residents of Riviera Beach.

IC OBJECTIVE 3.1: Service Delivery Coordination

To ensure that the City coordinates level of service standards regarding state, county, or regional public facilities within City boundaries.

IC Policy 3.1.1: When modifications to the adopted roadway level of service standards for County and State roads are proposed that may impact Riviera Beach, before any revision is finalized, the FDOT, County, and the MPO will confer with the City in an effort to reach consensus.

IC Policy 3.1.2: The City shall continue to refine its interlocal or user agreement with both The Town of Mangonia Park, and the West Palm Beach Utilities Department, as necessary.

IC Policy 3.1.3: The City shall ~~– after 5 years and by 2013 –~~ review its Mutual Aid Agreements with Palm Beach County and other adjacent municipalities for fiscal soundness and cost/benefit analyses.

IC Policy 3.1.4: The City shall coordinate with the SFWMD to ensure consistency between the City's and the District's planning efforts and long-term flood control and water supply needs.

IC Policy 3.1.5: The City will work and coordinate with the Regional Transit Authority (RTA) on the location of potential transit station sites for access to enhanced public transportation/rail transit to the residents of Riviera Beach.

IC Policy 3.1.6: The City will continue to evaluate the potential for entering into interlocal or other agreements with adjacent municipalities regarding utilities or other issues.

IC Policy 3.1.7: The City will continue to support an increase in the level of coordination between the city fire department and those of the county and neighboring municipalities.

IC Policy 3.1.8: The City will continue to monitor and oversee private solid waste collection services to the City and work with the county on efficient methods of solid waste disposal.

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IC GOAL 4: COORDINATION OF NEW DREDGE SPOIL DISPOSAL SITES

To ensure coordination in the designation of new dredge spoil disposal sites.

IC OBJECTIVE 4.1: Dredge Spoil Site Identification and Conflict Resolution

The City shall be involved in the FIND process of identifying new dredge spoil disposal sites, if proposed site(s) are to be located within Riviera Beach.

IC Policy 4.1.1: Before any litigation is pursued; the City will seek to resolve conflicts with other public agencies seeking a new dredge spoil disposal site(s) by utilizing the TCRPC dispute resolution process.

IC Policy 4.1.2: The City will participate in the development of a coordination mechanism and/or processes for designation of new dredge spoil disposal sites within the county.

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Community Resources
Goals, Objectives & Policies

Introduction

The City of Riviera Beach recognizes that its greatest strength lies in its residents and the shared resources that support their growth, opportunity, and well-being. The Community Services Element establishes the framework for sustaining and enhancing the institutions, programs, and facilities that contribute to a safe, educated, and thriving community.

This Element brings together policies that promote equitable access to education, cultural enrichment, justice reform, and youth development. It advances a coordinated approach to community investment; linking public school facilities, historic preservation, reentry programs, civil drug court services, and youth empowerment initiatives under a common vision of inclusion and resilience.

These combined efforts reinforce the City's commitment to building a community where every resident; regardless of age, background, or circumstance, has access to the resources needed to succeed and contribute to Riviera Beach's long-term prosperity.

This Element includes the criteria for the mandatory Public School Facilities Element pursuant to Chapter 163.3177, Florida Statutes.

Public Education

Education Board
The City of Riviera Beach Education Board is made up of citizens who are passionate about education. Its primary goal is to identify methods to support students in Riviera Beach in achieving improved academic outcomes. The board collaborates with the City Council on educational issues and is responsible for creating, hosting, and promoting programs and events that bolster local educational efforts.

CR Goal 1: To create a community-wide culture that values education by connecting students, families, and partners with resources and programs that build confidence, strengthen educational outcomes, increase academic readiness and inspire lifelong learning.

CR Objective 1.1: Foster partnerships with the Riviera Beach Schools, Palm Beach County and other educational institutions to expand equitable access to quality education and lifelong

learning opportunities, supporting the development of a sustainable, learning-oriented community for residents of all ages.

CR Policy 1.1.1: Policy - The Riviera Beach Education Board shall serve as a liaison between the City, local schools, parents, and community organizations to coordinate efforts that support academic achievement and youth development.

CR Policy 1.1.2: The City shall actively collaborate with the local public schools, School District of Palm Beach County, charter schools, private institutions, and higher education partners to enhance educational opportunities for Riviera Beach students.

CR Policy 1.1.3: The City Education Board will implement and oversee the Riviera Beach Educational Advancement Directive (READ) Program to address the academic needs of K–12 students within the City of Riviera Beach. The program is designed to enhance proficiency in core subjects of English Language Arts (ELA), Math, Science, and Social Studies while fostering literacy, critical thinking, problem-solving, and social-emotional well-being.

CR Policy 1.1.4: The City shall support and promote access to affordable, high-quality preschool and early learning programs within Riviera Beach to ensure that every child enters kindergarten ready to learn.

CR Objective 1.2

Enhance student academic performance using Palm Beach County School District-approved or State of Florida assessments through personalized learning that includes targeted interventions. These interventions will focus on literacy, math, and social-emotional well-being.

CR Policy 1.2.1: The City Education Board will develop and coordinate educational programming that expands access to learning resources and academic support services for residents of Riviera Beach. These programs will promote literacy, math proficiency, digital skills, and overall student well-being.

CR Policy 1.2.2: The City Education Board will support schools in implementing data-driven, personalized learning programs aligned with district and state assessment standards to raise student achievement across key academic and emotional domains.

CR Policy 1.2.3: The City Education Board will promote collaboration among schools, families, and community partners to reinforce student learning and wellness both inside and outside the classroom.

CR Objective 1.3: Foster a culture of reading and academic curiosity by integrating diverse texts, student choice, and collaborative learning experiences that build confidence, motivation, and a lifelong love of learning.

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CR Policy 1.3.1: The City Education Board will promote literacy programs that integrate diverse reading materials—across genres, cultures, and subjects—to engage students and encourage exploration, empathy, and academic curiosity.

CR Policy 1.3.2 The City Education Board will promote family and community involvement in literacy by creating accessible programs, events, and resources that encourage reading and lifelong learning across generations.

CR Policy 1.3.2: The City Education Board shall encourage opportunities of collaboration with the diverse City departments such as the Riviera Beach Public Library, Youth Empowerment Program, and Parks and Recreation to expand educational programming, provide equitable access to learning resources, and create engaging literacy experiences that support students and families citywide.

CR Policy 1.3.4: The City Education Board will encourage instructional practices and enrichment programs that emphasize student choice and peer collaboration to strengthen motivation, comprehension, and confidence in academic settings.

CR Objective 1.4: Enhance students' approach to assessments as a skill to achieve proficiency in core subjects.

CR Policy 1.4.1: The Education Advisory Committee will coordinate with the Palm Beach County School District, local schools, and educational partners to promote assessment readiness initiatives that help students develop test-taking confidence, study skills, and academic proficiency in core subjects.

CR Policy 1.4.2: The Education Advisory Committee will collaborate with schools, families, and community partners to encourage student confidence and motivation through recognition, engagement events, and supportive resources.

CR Policy 1.4.3: The Education Advisory Committee will promote community-based academic support—through city facilities, libraries, and youth centers—to help students strengthen study habits and assessment-related skills.

CR Objective 1.5: Cultivate a culture of shared commitment to education by connecting schools, families, and community partners through programs that encourage engagement, mentorship, and lifelong learning.

CR Policy 1.5.1: The City shall promote and support community participation in education by partnering with local schools, the school district, parent-teacher organizations, and community-based groups to expand opportunities for residents, businesses, and civic organizations to engage in educational activities. The City may assist by:

- Hosting or co-sponsoring educational events and forums in City facilities;

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- Promoting volunteer and mentorship programs that connect residents and local businesses with students;
- Providing communication and outreach support through City media and neighborhood networks to increase public awareness of educational initiatives; and
- Encouraging collaboration between the business community and schools to support career readiness, internships, and workforce development programs.

CR Policy 1.5.2: The City shall promote volunteer, mentorship, and internship opportunities for residents and local businesses to engage with and support Riviera Beach students and educators.

CR Policy 1.5.3: The City shall collaborate with local schools, parent organizations, and community partners to support programs that strengthen family involvement in education and promote community participation in student success initiatives.

CR GOAL 2 Coordinate with the School District of Palm Beach County and other local governments for the planning of public educational facilities consistent with the "interlocal agreement between the School Board of Palm Beach County, Palm Beach County and the municipalities of Palm Beach County for coordinated planning." (the Interlocal Agreement), adopted by the School Board of Palm Beach County on August 19, 2015, approved by the Riviera Beach City Council on April 2, 2025.

CR Objective 2.1: Interlocal Agreement
Maintain a cooperative relationship with the Palm Beach County School District, Palm Beach County and adjacent municipalities in addressing land use planning and development of public school facilities.

CR Policy 2.1.1: Continue to incorporate updates to the School District of Palm Beach County's Capital Facilities Plan into the Capital Improvements Element, as necessary.

CR Policy 2.1.2: Continue to include a non-voting member of the School District of Palm Beach County, as appointed by the Palm Beach County School Board.

CR Objective 2.2: Coordination of Planning
Continue to coordinate development approvals and planning for school facilities.

CR Policy 2.2.1: Continue to coordinate planning and share information with the School District of Palm Beach County, Palm Beach County, and adjacent municipalities regarding existing and planned public school facilities, proposals for development and

redevelopment, and infrastructure needed to support school facilities and population projections.

CR Policy 2.2.2: Continue to provide information on residential development approvals, land use amendments, and projected development and redevelopment projects.

CR Policy 2.2.3: Continue to cooperate with the School District of Palm Beach County, Palm Beach County, and adjacent municipalities in the siting of school facilities, including availability of public infrastructure to serve the proposed school site.

~~**GOAL 1 AGREEMENT TO ESTABLISH PUBLIC SCHOOL CONCURRENCY**~~

~~*It is a goal of the City of Riviera Beach to provide for future availability of public school facilities consistent with the adopted level of service standard. This goal shall be accomplished through the use of the ILA and recognizing the constitutional obligation of the school district to provide a uniform system of free public schools on a countywide basis.*~~

~~*In accordance with FS Section 163.3180(13)g 1, which requires that prior to establishing a school concurrency program, the City of Riviera Beach will join with Palm Beach County, the School District of Palm Beach County, and other municipalities and adopt an interlocal agreement (ILA) which provides for the cooperation and coordination of timely delivery of adequate public school facilities at the adopted level of service among all parties at both the land use planning and residential development permitting levels.*~~

~~**OBJECTIVE 1.1: The City agrees to continue to implement the following:**~~

~~Amend its comprehensive plan and to revise/update its Public Schools Facilities Element (PSFE) consistent with the requirements of Section 163.3180, Florida Statutes, and the Interlocal Agreement (ILA).~~

~~**Policy 1.1.2:** Amend its Intergovernmental Coordination Element as required by Section 163,3177(6)(h) 1. and 2., Florida Statutes, and the ILA.~~

~~**Policy 1.1.3:** Incorporate "The School District of Palm Beach County Five Year Capital Improvement Schedule" which is in the School District's Five-Year Capital Facilities Plan into its adopted Capital Improvements Elements, and keep on file the updated and adopted School District's Five-Year Capital Facilities Plan in order to set forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools and as necessary for new or existing school redevelopment.~~

~~**Policy 1.1.4:** Once the School Concurrency Program commences, not issue any site-specific development orders for new residential units until the School District has reported that there is school capacity available to serve the development being approved consistent with the requirements of the ILA.~~

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Policy 1.1.5: Cooperate with the Technical Advisory Group (TAG), a monitoring, independent group established/nominated by the parties to the ILA who – as a resource for the Parties make recommendations on capital planning, District work programs, school boundaries, and school capacity studies (SCS), among other duties.

Policy 1.1.6: The City agrees to the School Concurrency Areas (CSA) as exhibited in the map shown on Attachment B; and furthermore agrees to adopt this CSA and map along with any modifications thereof by reference into the supporting data and analysis for the Comprehensive Plan.

OBJECTIVE 1.2: The School District agrees to undertake the following activities:

Policy 1.2.1: Coordinate with the City of Riviera Beach with respect to planning with the School District regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirement of the agreement.

a. The School District will prepare and update yearly a financially feasible Five-Year Capital Facilities Plan.

b. Institute program and/or boundary adjustments as necessary to maximize utilization of capacity in order to ensure that all schools of each type in each Concurrency Service Area and each individual school operate the adopted Level of Service, consistent with the requirements of this agreement.

Policy 1.2.2: Implement its Five-Year Capital Facilities Plan by constructing the capacity enhancing and modernization projects in that program consistent with the timing specified in the program.

Policy 1.2.3: Provide the City with the required data and analysis updated annually to support the comprehensive plan elements and any amendments relating to school concurrency .

Policy 1.2.4: Adopt a ten- and twenty-year work program consistent with the requirements of this agreement.

Policy 1.2.5: Maintain and publish data required to Section VIII for the review of proposed new residential development.

Policy 1.2.6: Review applications for proposed new residential developments for compliance with concurrency standards, consistent with the requirements of the ILA.

Policy 1.2.7: Review mitigation proposals consistent with the requirements of this agreement.

Policy 1.2.8: Prepare reports of enrollment and capacity, consistent with the requirements of the ILA.

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Policy 1.2.9: Coordinate planning with the City regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this agreement.

OBJECTIVE 1.3: Level of Service/School Capacity & Concurrency

To ensure that the capacity of schools is sufficient to support student growth at the adopted Level of Service standard for each year of the five-year planning period and through the long-term planning period, for each CSA, the Parties hereby establish the LOS as set forth below. The actual LOS (utilization) for all schools of each type in each CSA and each individual school shall be established each year by the first FTE student count.

Policy 1.3.1: The following Level of Service (LOS) shall be established for all schools of each type within each CSA; 110 percent of capacity (utilization) as determined by the Florida Inventory of School Houses (FISH).

Policy 1.3.2: Up to 120 percent of FISH capacity (utilization/LOS), for individual schools subject to the results of School Capacity Study (SCS) undertaken by TAG, in consultation with the City having jurisdiction within the CSA and the School District, to determine if a particular school can operate in excess of 110% capacity.

Within the City of Riviera Beach, it is determined that Suncoast High School is the only school with the ability to operate in excess of 100 percent and up to 120 percent capacity.

Policy 1.3.3: The School Capacity Study (SCS) shall determine if the growth rate within each CSA, causing a particular school to exceed 110 percent of capacity, is temporary or reflects an ongoing trend affecting the LOS for the five-year planning period. At a minimum, the study shall consider:

a) Demographics in the school's CSA; and
b) Student population trends; and
c) Real estate trends, .g. existing redevelopment and new redevelop; and
d) Teacher/student ratios; and
e) Core facility capacity.

Policy 1.3.4: Upon determination by the School Board's Technical Advisory Group (TAG), if a school is planned and under contract or construction which will relieve capacity of an existing school, and the school is located in an adjacent CSA, the existing school and the CSA Level of Service shall be allowed to exceed the 110 percent Level of Service for a period not to exceed 2 years.

Policy 1.3.5: For purposes of urban infill and in recognition of the entitlement density provisions of the City of Riviera Beach's Future Land Use Element, the impact of a home on an existing single-family lot of record shall not be subject to school concurrency.

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Policy 1.3.6: The City of Riviera Beach – should feel conditions warrant a modification of the adopted Level of Service (LOS) at any time – may request a review by the TAG and with 51 percent concurrence by the TAG may adopt the LOS via memorandum to the ILA.

Policy 1.3.7: With ninety (90) days after the effective date of the City's adoption of the Comprehensive Plan addressing school concurrency, the City shall adopt an ordinance regulating the issuance of development orders based on the availability of public schools at the required Level of Service. This ordinance shall be consistent with the components and provisions outlined in the Interlocal Agreement.

Policy 1.3.8: The School District agrees to review and make school concurrency capacity determinations, for a proposed residential development for which an application for a development order is submitted. The review and determination are a four-part process which: a) accepts the residential development applications; b) calculates the development's projected students; c) compares the development's students to projected students within the Five-Year Capital Facilities Plan for Level of Service; and d) issues a determination letter. The complete Development Review Process is contained in the ILA and is incorporated by reference.

Policy 1.3.9: School Concurrency within the City of Riviera Beach may be suspended or terminated upon the occurrence certain conditions as enumerated in the ILA.

Policy 1.3.10: Upon termination of the Interlocal Agreement the City of Riviera Beach shall initiate a Comprehensive Plan Amendment to terminate school concurrency.

OBJECTIVE 1.4: Facilities Requirements

To allow for Palm Beach County School District to provide for mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standard in each year of the five-year planning period.

Policy 1.4.1: Mitigation shall be allowed for those development proposals that cannot meet adopted level of service standard. Mitigation options shall include options listed below for which the School District assumes the operational responsibility and which will maintain the adopted level of service standards for each year of the five-year planning period.

1. Donation of buildings for use as a primary or alternative learning facility;
2. Renovation of existing buildings for use as public school facilities; and/or
3. Construction of permanent student stations or core capacity.

The site plan for buildings being renovated pursuant to number 2 above, that are fifty years of age or older, shall demonstrate that there are no adverse impacts on sites listed in the National Register of Historic Places or otherwise designated in accordance with appropriate State guidelines as locally significant historic or archaeological resources.

Policy 1.4.2: Level of service (LOS) standards shall be met within the CSA for which a development is proposed, or by using capacity from adjacent CSAs; otherwise mitigation measures shall be required for development order approval.

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OBJECTIVE 1.5: Six-Year Capital Improvement Schedule

To ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standard.

Policy 1.5.1: The City of Riviera Beach, in coordination with the School District and other local governments, shall annually amend Table 1 of the Capital Improvement Element (School District of Palm Beach County Six-Year Capital Improvement Schedule), to maintain consistency with the School Board's adopted Five Year Plan and to maintain a financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five-year planning period.

Policy 1.5.2: The City of Riviera Beach shall consider as committed and existing the public school capacity which is projected to be in place or under construction in the first three years of the School District's most recently adopted Five Year Plan, as reflected in Table 1 (Six Year Capital Improvement Schedule) of the Capital Improvement Element of the City of Riviera Beach's Comprehensive Plan), when analyzing the availability of school capacity and making level of service compliance determinations.

Policy 1.5.3: The City of Riviera Beach shall amend Table 1 (Six-Year Capital Improvement Schedule) of the Capital Improvement Element when committed facility capacity is eliminated, deferred or delayed, to ensure consistency with the School District Five-Year Plan.

GOAL 2 SCHOOL FACILITY SITING AND DEVELOPMENT COORDINATION

It is the GOAL of City of Riviera Beach to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding population projections, public school siting, and the development of public education facilities concurrent with residential development and other services.

OBJECTIVE 2.1: School Facility Siting

To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.

Policy 2.1.1: The City of Riviera Beach shall coordinate and provide for expedited review of development proposals with the School District during the development review process to ensure integration of public school facilities with surrounding land uses and the compatibility of uses with schools.

Policy 2.1.2: There shall be no significant environmental conditions and significant historical resources on a proposed site that cannot be mitigated or otherwise preclude development of the site for a public educational facility.

DRAFT

Policy 2.1.3: The proposed site shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.

Policy 2.1.4: The proposed location shall comply with the provisions of the Coastal Zone Management Element of the comprehensive plan, if applicable to the site.

Policy 2.1.5: The City of Riviera Beach shall encourage the location of schools proximate to urban residential areas by:

- Assisting the School District in identifying funding and/or construction opportunities (including developer participation or City of Riviera Beach capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;

- Providing for the review for all school sites as indicated in Policy 2.1.1 above; and,

Policy 2.1.6: The City of Riviera Beach shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.

OBJECTIVE 2.2: Intergovernmental Coordination

To establish and maintain a cooperative relationship with the School District and municipalities in coordinating land use planning with development of public school facilities which are proximate to existing or proposed residential areas they will serve and which serve as community focal points.

Policy 2.2.1: When tThe City of Riviera Beach shall abide by the signs the "Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency", which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on January 25, 2001, the agreement will be consistent with ss.163.3177(6)(h)1.and 2. F.S. and 163.3180 F.S.

Policy 2.2.2: The Technical Advisory Group (TAG) shall be established by the County, participating local governments, and the School District. The five member TAG will be comprised of a Certified Public Accountant, a General Contractor, a Demographer, a Business Person, and a Planner, nominated by their respective associations as indicated in the Interlocal Agreement to establish Public School Concurrency as aforementioned. The Technical Advisory Group shall review and make recommendations including but not limited to the following:

1. The Capital Facilities Plan;
2. The Ten and Twenty Year work programs;
3. Schools that trigger a School Capacity Study;
4. Concurrency Service Areas boundaries;
5. School District Management Reports; and

6. Operation and effectiveness of the Concurrency Program;
7. Program Evaluation Reports.

Policy 2.2.3: The City of Riviera Beach shall provide the School District with annual information needed to maintain school concurrency, including information required for the School District to establish:

1. School siting criteria;
2. Level of service update and maintenance;
3. Joint approval of the public school capital facilities program;
4. Concurrency service area criteria and standards; and
5. School utilization.

Policy 2.2.4: The City of Riviera Beach shall provide the School District with its Comprehensive Plan, along with the five-year Land Use and population projections, to facilitate development of school enrollment projections and shall annually update this information. The City of Riviera Beach shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long-range facilities maps to ensure consistency and compatibility with the provisions of this Element.

Policy 2.2.4: The City of Riviera Beach shall advise the School District of a proposed public school site's consistency with the City of Riviera Beach's Comprehensive Plan and land development regulations, including the availability of necessary public infrastructure to support the development of the site.

Policy 2.2.5: The City of Riviera Beach shall provide opportunity for the School District to comment on comprehensive plan amendments, rezoning, and other land-use decisions which may be projected to impact on the public schools facilities plan.

Policy 2.2.6: The City of Riviera Beach shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

1. Design and/or retrofit of public schools as emergency shelters;
2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
3. Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events.

OBJECTIVE 2.3: Population Projections

To establish a joint process of coordination and collaboration between the City of Riviera Beach, Palm Beach County and the School District in the planning and decision making on population projections.

Policy 2.3.1: The City of Riviera Beach shall provide updated Land Use maps to the County for the conversion of the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into

DRAFT

each CSA, using BEBR's annual estimates by municipality, persons-per-household figures, historic growth rates and development potential.

Policy 2.3.2: The City of Riviera Beach commits working with the School District, as lead data collection and interpretation agency, and Palm Beach County to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually by the School District to ensure that new residential development and redevelopment information provided by the municipalities and the County is reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the most-recent Census. The responsibilities of local governments and the School District on population projections are described in the Interlocal Agreement.

Policy 2.3.3: On April 1 and October 1 of each year following the implementation of the ILA, the City of Riviera Beach shall provide the School District with the information regarding the Certificates of Occupancy issued for new residential units. The actual students generated from new residential units will be used in the data and analysis for the annual update of the School District's Five-Year Capital Facilities Plan.

SCHOOL CONCURRENCY MAP SERIES

PS 1.1 The Concurrency Service Areas (CSA).

PS 2.1 School Facility Locations

PS 3.1 Planned Additional Capacity (Confirmed *Sites*)

PS 3.2 Planned Additional Capacity (Unconfirmed *Sites*)

Attachment A

1. **District Concurrency Review of Proposed Residential Developments:**

    a) Request for school concurrency determinations for a proposed residential development should be submitted by either the applicant or the local government, whichever is specified in the local government's concurrency ordinance.

    b) The applicant of the proposed development shall provide the following: Location, the build-out timeframe, and the number, type and size of all the residential units anticipated to be occupied each calendar year.

    c) The School District agrees to log in by date and time stamp every completed application and agrees that each application shall be proceed in the order they are received.

DRAFT

d) The School District agrees that it shall review every application and issue its determination to the applicant within fifteen (15) working days of receipt of the application.

e) The School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.

2. Calculate Students – Conversion of Proposed Residential Units to Students:

To determine the proposed development's projected students, the proposed development's projected number and type of residential units for each year shall be converted into projected students for all schools of each type, within the specific CSA using the School District's Student Generation Multiplier as shown in Exhibit D of this Agreement.

3. Determine Utilization – Analysis of Enrollment to Capacity for Five years:

The School District shall create a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSA's planned growth, enrollment, capacity and utilization (LOS) over the five-year period. The Development Review Table produces a calculation of the Level of Service for each school type in each CSA. Enrollment projections shall be based on the most recently adopted Five-Year Capital Plan and the DRT shall be updated to reflect these projections by November 1st of each year.

The Figures in the Development Review Table are explained below.

Figures (1), (2), and (3) are numbers obtained from the Concurrency Service Area Tables (CSA) as shown in the School District Five-Year Capital Facilities Plan. The figures show the CSA's projected 1) enrollment, 2) capacity and 3) utilization.

Figure (4) is the projected number of new residential units in each CSA obtained from the annual disaggregation of residential units countywide, based on historic absorption rates. This established from the Palm Beach County Projected Units Table, as shown in Exhibit E of the Agreement as amended annually.

Figure (5) is the number of students expected from projected new units (Fig.4) multiplied by the student generation multiplier based upon unit type. The multiplier used in the School District's Student Generation Multiplier Table – Approved by the School Board on April 17, 2002, shown in Exhibit D of this Agreement.

Figure (6) is a list new residential developments in the order that each application is received within the CSA.

Figure (7) is a list of the number of annual units expected from each residential develop.

Figure (8) is the list of projected students from new residential development, calculated by type of unit and by school level found in the School District's Student Generation Multiplier Table shown in Exhibit D of this Agreement.

DRAFT

Figure (9) is the total number of students per school type from the proposed residential developments.

Figure (10) is the number of students which is the difference between the total students from new development (Fig.9) subtracted from the expected projected students from new units (Fig.5). If the number is positive the Level of Service (Fig.3) does not change.

Figure (11) is the revised student enrollment by school type determined by the difference in (Fig.10) if it is a negative number; that number of students shall be added to the projected student enrollment (Fig.1).

Figure (12) represents the Level of Service calculated and revised, if needed.

Figure (13) represents the development from adjacent a CSA (if required), recorded in the order that each application is received.

4. The Three-Year Rule

If the Level of service is exceeded, and new capacity in the CSA will be in place or under actual construction in the first three years of the School District's Five-Year Capital Facilities Program, the new capacity will be added to the capacity shown in Figure 2 and the Level of Service will be recalculated.

5. Adjacent CSA Capacity

1) If the projected student growth from the residential development causes the adopted LOS to be exceeded in the particular CSA and that type of school and capacity exists in one or more contiguous CSA's, the development shall receive a letter of determination of concurrency. In conducting the review, the School District shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment, and if necessary shall continue to the CSA with the next most available capacity until all adjacent CSA's have been evaluated or the letter of determination of concurrency is issued.

2) If a proposed new development in a CSA which has been used to provide capacity for a development in an adjacent CSA causes the LOS to be exceeded, the development in the CSA which used the adjacent CSA's capacity will be re-evaluated by using the adjacent CSA with the next highest capacity until capacity has been identified or all adjacent CSA's have been evaluated. If there is a capacity in an adjacent CSA, projected enrollment will be moved from the originally used CSA with the next highest available capacity.

(a) The development in CSA 20 was evaluated using the adjacent CSA with the most capacity for high school students (CSA 19).

DRAFT

(b) ~~Later, a new development proposal in CSA 19 is submitted for evaluation and there is not enough high school capacity in CSA 19, or adjacent CSA's 17 and 18.~~

(c) ~~The previously approved development in CSA 20 will be re-evaluated based on capacity in CSA 21. If the capacity exists in adjacent CSA 21 (2nd highest capacity), the projected enrollment from the previous development in CSA 20 will be moved from CSA 19 and added to CSA 21.~~

(d) ~~The development in CSA 19 will be re-evaluated based on the new data for that CSA.~~

6. ~~Issue Letter of Determination of Concurrency.~~

~~Letter of Determination of Concurrency shall be issued if the impacts of the proposed development's student growth do not cause the adopted Level of Service (or Tiered LOS) to be exceeded, the Letter of Determination of Concurrency shall indicate the development to be compliance. If the development is not in compliance, the Letter of Determination shall detail why the development is not in compliance and shall offer the applicant the opportunity to enter into the ninety (90) day negotiation period.~~

Historic Resources

The City of Riviera Beach is a culturally rich community. The City recognizes the need to celebrate the long history and development of the community.

CR Goal 3 Preservation and promotion of historic and cultural resources.

Preserve, enhance, and promote the recognition of historical resources and places that reflect the community's cultural identity, architectural character, and *heritage.*

CR Objective 3.1: The City of Riviera Beach will create and foster a historical society that reflects the rich multi-cultural history of the City.

CR Policy 3.1.1: The City shall provide for the establishment of a Historical Society of Riviera Beach, to be an independent foundation, focused on the preservation and promotion of historic and cultural resources, and education of the public in such resources.

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CR Objective 3.2: The City of Riviera Beach endeavors to promote preservation of historically and culturally significant neighborhoods, institutions, and landmarks within the City.

CR Policy 3.2.1: The City shall establish a Cultural & Historical Preservation Commission, comprised of city residents as appointed by the City Council, to study and develop findings on the most impactful ways to preserve City neighborhoods, institutions, and landmarks.

CR Objective 3.3: Identify and Document Historic Resources

Develop and maintain a comprehensive inventory of historic buildings, districts, sites, landscapes, and archaeological resources to ensure informed decision-making and effective preservation.

CR Policy 3.3.1: Promote the formal listing of eligible historic resources on local, state, and national registers in partnership with local historical societies, preservation commissions, and universities to identify potentially eligible sites.

CR Policy 3.3.2: Regularly update and expand the community's inventory of historic structures, districts, landscapes, and archaeological sites.

CR Policy 3.3.3: Create incentives that encourage property owners to voluntarily list and protect historic properties.

CR Policy 3.3.4: Ensure that land use, redevelopment, and infrastructure decisions support the identification and preservation of historic resources.

CR Policy 3.3.5: Increase community awareness and participation in preserving Riviera Beach history.

CR Policy 3.3.6: Identify and protect archaeological and cultural sites of significance, including Indigenous heritage areas.

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Re-Entry Program

The Reentry program is a joint venture between Palm Beach County and the City of Riviera Beach, which assists residents (both adults and juveniles) that are transitioning from incarceration to their communities. The County's Public Safety, Division of Justice Services provides services through contract with the Riviera Beach Reentry Center, located on MLK Boulevard in Riviera Beach. The wide range of services provided include emergency transitional housing, identification assistance, job training, case management, mental health care, and basic needs provisions. The Reentry Center helps to reduce the rates of recidivism amongst the formerly incarcerated and has been enormously successful at helping residents thrive within the community.

CR GOAL 4 Enhance and expand services provided to residents.

The City of Riviera Beach shall continue to provide for the continuation and expansion of the successful city programs that directly help city residents, such as the Reentry Center. The city seeks more resources for the Center to fulfill their mission thoroughly and efficiently and help the maximum number of formerly incarcerated residents as possible. The Center provides a significantly high return on investment and enhances the safety and well-being of all city residents.

CR Objective 4.1: Provide physical space and resources for existing programs and services.

CR Policy 4.1.1: The City is committed to locating and providing a more centrally located and visible main facility that allows for multi-modal access, such as walking, biking and/or public transportation.

CR Policy 4.1.2: The City is committed to assisting the program in obtaining funding for basic operational needs, such as office space and staffing. This can include but is not limited to grant writing, and fundraising.

CR Objective 4.2: The program shall actively engage in community outreach to identify and connect formerly incarcerated residents with available reentry services and support resources.

CR Policy 4.2.1: The city shall seek funds to provide the Reentry Center with vehicles and related equipment to allow staff to visit, support, and recruit program participants at their homes or other locations.

CR Policy 4.2.2: The program is committed to safeguarding participant privacy and will collect and share only essential information necessary for service coordination.

CR Policy 4.2.3: The program will identify and remove barriers to participation, ensuring fair access to reentry services for individuals from all backgrounds and neighborhoods.

CR GOAL 5 Increase awareness of the Reentry Center programs to families, community organizations, and other support systems.

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Public awareness of the Reentry Center and its many programs and services is relatively low. The city seeks to increase public awareness in order to assist more formerly incarcerated citizens.

CR Objective 5.1: Make all Riviera Beach residents aware of the Reentry Center to highlight successful services and reach more formerly incarcerated residents requiring assistance through word-of-mouth.

CR Policy 5.1.1: Establish a program to spread information about Reentry's services through direct outreach with the incarcerated via correctional facilities.

CR Policy 5.1.2: The Reentry Center will implement a sustained, citywide outreach campaign to increase public awareness and community engagement.

CR Policy 5.1.3: Identify sites, organizations, and individuals who can reach more formerly incarcerated citizens and advocate for their use of Reentry's services.

CR GOAL 6 Promote a safer, stronger Riviera Beach by reducing incarceration and recidivism rates through prevention, intervention, and continuous community support.

CR Objective 6.1: Prevent residents from entering or reentering the criminal justice system by addressing the root causes of incarceration and providing continuous support through education, employment opportunities, mental health resources, and community-based interventions.

CR Policy 6.1.1: The program will collaborate with community-based organizations, schools, workforce agencies, and service providers to coordinate proactive outreach and prevention initiatives that reduce the social and economic barriers leading to incarceration.

CR Policy 6.1.2: The program will integrate behavioral health and wellness services into all prevention and reentry efforts to support long-term stability and reduce recidivism.

Civil Drug Court

CR GOAL 7: Provide programs and services to reduce crimes associated with substance abuse.

CR Objective 7.1: Reduce Recidivism Through Comprehensive Treatment and Support

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CR Policy 7.1.1: Provide individualized treatment plans, counseling, and recovery services that address the root causes of substance abuse, aiming to reduce repeat offenses and promote long-term rehabilitation.

CR Objective 7.2: Promote Accountability and Personal Growth

Encourage participants to take responsibility for their recovery through structured court supervision, regular progress evaluations, and goal-setting that fosters integrity, honesty, and self-respect.

CR Policy 7.2.1: Continue to advocate for and ensure equal access to civil drug court services for all eligible individuals, regardless of income, race, ethnicity, gender, or background.

CR Policy 7.2.2: Continue developing and maintaining partnerships with local housing, employment, and educational programs to support long-term participant recovery and reintegration.

CR Objective 7.3: **Educate and Empower the Community**

Deliver prevention and education programs that raise awareness about substance abuse, reduce stigma, and empower families and community members to support recovery and crime reduction efforts

CR Policy 7.3.1: The city will promote community awareness of drug court programs, emphasizing their rehabilitative role and public safety benefits. This includes public education campaigns, partnerships with local nonprofits, and community advisory boards to encourage citizen support and reduce stigma associated with substance use disorders.

CR Policy 7.3.2: Promote partnerships and public understanding of the civil drug court's role in improving community safety, health, and justice outcomes.

CR Policy 7.3.3: Encourage public outreach and education initiatives highlighting the civil drug court's success stories, community benefits, and rehabilitation focus.

Youth Empowerment Center

The Youth Empowerment Center is an after-school leadership program for students age 11-20. Youth Empowerment provides leadership programs that assist students in education, technology, health & wellness, career exploration/fellowships and art/cultural programs.

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The mission of the Youth Empowerment Program is to empower youth and young adults to be the essence of greatness by creating gateways for social, emotional, physical, financial, and mental performance.

The vision of the Youth Empowerment Program is to make available a center in which youth and young adults will thrive to become change agents as prolific, energetic, and engaged individuals within their families and communities.

CR GOAL 8 The Youth Empowerment Program (YEP) shall collaborate with the City of Riviera Beach to enhance community engagement and support programs and services that benefit the youth and families.

CR Objective 8.1: The Youth Empowerment Program shall partner with the City of Riviera Beach and community organizations to create leadership, educational, and service opportunities that strengthen the community.

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CR Policy 8.1.1: The Youth Empowerment Program shall partner with the City Library to design and implement educational and enrichment programs that expand access to learning resources and foster youth development throughout the community.

CR Policy 8.1.2: The Youth Empowerment Program shall partner with the City to promote youth initiatives and highlight the positive impact of Riviera Beach youth.

CR Policy 8.1.3: The Youth Empowerment Program shall work with City departments and community partners to identify opportunities where youth can contribute through service projects, civic engagement, and leadership initiatives that support City goals and strengthen community pride.

CR Policy 8.1.4: The Youth Empowerment Program shall offer educational boot camps, college readiness programs, and testing strategy workshops to enhance ACT/SAT and standardized test performance, improving youth preparedness for higher education.

CR Policy 8.1.5: The Youth Empowerment Program shall establish partnerships with educational institutions, Palm Beach County Youth Services, and STEM/AI organizations to expand access to academic enrichment, coding, artificial intelligence, and technology-based learning opportunities for Riviera Beach youth.

CR Objective 8.2: Help students remain in and return to Riviera Beach and serve and thrive in the community.

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CR Policy 8.2.1: The Youth Empowerment Program shall provide students with educational and vocational development opportunities; including G.E.D. support, skilled labor certifications, and pathways to higher education; to prepare them to build careers and live in Riviera Beach.

CR Policy 8.2.2: The Youth Empowerment Program shall create partnerships with local businesses, civic organizations, and City departments to offer internships, apprenticeships, and mentorship programs that encourage students to stay, serve, and contribute to the Riviera Beach community.

CR Policy 8.2.3: The Youth Empowerment Program shall collaborate with City departments and local employers to provide pre-apprenticeships, on-the-job training, and job-shadowing opportunities, ensuring students gain hands-on experience aligned with emerging career pathways.

CR Objective 8.3: Equip youth to take active leadership roles and drive positive change in Riviera Beach while preparing them to succeed and lead in their communities.

CR Policy 8.3.1: The Youth Empowerment Program shall support youth-led initiatives and projects that address community challenges, encouraging creativity, problem-solving, and innovation as tools for positive change.

CR Policy 8.3.2: The Youth Empowerment Program shall provide programs that cultivate entrepreneurial skills and social impact strategies, enabling youth to develop solutions that benefit both themselves and the Riviera Beach community.

CR Policy 8.3.3: The Youth Empowerment Program shall establish platforms to recognize and celebrate the achievements of youth leaders, fostering motivation, visibility, and continued engagement in community-building activities.

Library Services

Libraries are a key factor in providing services that uplift communities. The most influential and important services include providing access to cutting-edge technology for all, providing a space for and assist with organizing community affairs and events, promoting advanced literacy and educational programs, and providing research tools. The City of Riviera Beach is committed to supporting the Riviera Beach Public Library through the City's Comprehensive Plan's Goals, Objectives and Policies.

CR GOAL 9 Protect, promote, and advance community access to cultural enriching programs and services provided to the

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community, and expand the role of the library to serve residents' needs.

CR Objective 9.1: To adequately service residents of all age groups with programming and resources to the benefit of the entire community.

CR Policy 9.1.1: The City shall encourage the development of new programs and offerings of the library that provide well-rounded cultural, educational, and community-centric experiences for residents.

CR Objective 9.2: Improve the level of service for the library both in-person and virtually by ensuring adequate facilities, in order to reach more residents.

CR Policy 9.2.1: The City shall prioritize the maintenance and future expansion of the library's physical facilities, as well as infrastructure for digital/virtual expansion to increase the ability of the library to provide more services to residents.

CR Policy 9.2.2: The City shall prioritize the maintenance and future expansion of the library's physical facilities to include flexible meeting rooms, dedicated workshop spaces, large program rooms to support community events and activities, and quiet areas for individual study and reflection.

CR Policy 9.2.3: The City shall assist with identifying and applying potential funding opportunities and other outside resources to expand the reach of the library within the community, both for in-person programs and digital and virtual programs.

CR Policy 9.2.4: Through an ongoing effort to maintain a staff that is community focused, the library shall prioritize the hiring of individuals representing a variety of areas of expertise in order to provide superior services to the community.

CR Objective 9.3: To foster the creation of partnerships with other city, county, and state departments and community entities to meet the needs of the community and offer superior services.

CR Policy 9.3.1: Potential partnerships that the library identifies as potentially benefitting the community and furthering the mission of the library itself, shall be listed and facilitated by the City to effectively utilize existing resources in the furtherance of the library's service to residents.

Communications

CR GOAL 10 Enhance Citywide Communication and Engagement

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CR Objective 10.1: Continue to provide creative, innovative and accessible communication to all residents using diverse platforms, including social media, email, websites, magazines, and traditional media.

CR Policy 10.1.1: The Communications Department shall maintain an updated, multi-platform communication strategy to reach residents across demographic and technological divides, ensuring critical information is accessible in multiple languages and formats.

CR Objective 10.2: Promote transparency and responsiveness by providing consistent updates on city programs, services, and initiatives.

CR Policy 10.2.1: The department will establish a schedule for regular updates and encourage two-way communication through feedback mechanisms, surveys, and public engagement events.

CR GOAL 11 Build Local Pride Through Spotlighting Communities, Businesses, and Attractions

CR Objective 11.1: Continues highlight neighborhoods, local businesses, and tourist attractions to foster a sense of pride and belonging among residents.

CR Policy 11.1.1: The Communications Department will continue developing campaigns that feature community stories, local entrepreneurs, cultural sites, and recreational opportunities, showcasing the city's unique character.

CR Objective 11.2: Encourage resident participation in local programs, events, and initiatives that enhance quality of life.

CR Policy 11.2.1: Campaigns will promote volunteerism, community events, and resident-driven projects, creating opportunities for active engagement and strengthening neighborhood connections.

CR GOAL 12 Inform the Community About Events, Happenings, and City Services

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CR Objective 12.1: Provide residents with timely information about city events, public meetings, and programs.

CR Policy 12.1.1: The Communications Department will maintain a centralized calendar of city events and ensure it is widely disseminated through all available communication platforms, including social media, newsletters, and the city website.

CR Objective 12.2: Facilitate clear, concise, and consistent messaging on city services and programs.

CR Policy 12.2.2: The department will create standardized templates and messaging protocols for announcements, ensuring residents receive accurate and accessible information.

CR GOAL 13 Support Public Relations and Crisis Communication

CR Objective 13.1: Strengthen the city's public relations to build trust and enhance the reputation of city leadership and services.

CR Policy 13.1.1: The Communications Department will actively monitor public sentiment, coordinate media outreach, and maintain proactive engagement strategies to highlight positive city initiatives.

CR Objective 13.2: Ensure effective communication during emergencies or critical incidents.

CR Policy 13.2.1: The department shall maintain an emergency communication plan that utilizes multiple platforms to deliver timely alerts, safety instructions, and updates to residents. This includes coordination with first responders, city departments, and local media.

Special Events

CR GOAL 14

To create, support, and promote high-quality special events that strengthen community pride, attract visitors, and enhance the city's cultural and economic vitality through efficient planning, coordination, and engagement.

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CR Objective 14.1: Develop and Promote Signature City Events

CR Policy 14.1.1: The Special Events Department will identify, develop, and maintain a series of *signature city events* (e.g., festivals, cultural celebrations, waterfront activities) that highlight Riviera Beach's unique character, attract tourism, and foster community pride.

CR Policy 14.1.2: Collaborate with local businesses, organizations, and community groups to co-host or sponsor events that celebrate diversity, culture, and the city's waterfront lifestyle.

CR Objective 14.2: Create an Online Platform to Streamline Event Planning

CR Policy 14.2.1: The department will design and maintain a centralized online event management portal that allows organizers to access permits, guidelines, event calendars, and city resources in one place.

CR Policy 14.2.2: The online platform will also include a public-facing calendar promoting upcoming city and community events to increase resident awareness and visitor participation.

CR Objective 14.3: Encourage Volunteerism and Community Involvement

CR Policy 14.3.1 The Special Events Department shall consider establishing a volunteer program to engage residents, students, and community groups in supporting city events.

CR Policy 14.3.2: Volunteers will be recognized and rewarded for their service through appreciation events, certificates, and other recognition programs that strengthen civic engagement.

CR Objective 14.4: Attract Visitors and Promote Economic Impact Through Events

CR Policy 14.4.1: The department will coordinate with the Communications and Tourism divisions to market city events regionally and attract out-of-town visitors.

CR Policy 14.4.2: Data collection tools (e.g., attendance counts, visitor surveys) will be used to measure the economic and social impact of major events, informing future planning and investment.

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ECONOMIC DEVELOPMENT ELEMENT
GOALS, OBJECTIVES AND POLICIES

Introduction:

Economic development is central to the City of Riviera Beach's vision for a prosperous, resilient, and inclusive future. The City seeks to foster a thriving local economy that creates meaningful employment opportunities, strengthens fiscal stability, and enhances the quality of life for all residents. Anchored by its diverse economic base; spanning from commercial, industrial, institutional, and working waterfront activities, Riviera Beach is poised to strengthen its role as a dynamic and competitive hub within the region.

The purpose of this Element is to establish a policy framework that guides the City's efforts to retain, expand, and attract businesses; promote workforce development; and encourage strategic investment and redevelopment. These policies are designed to align with the City's land use, transportation, housing, and sustainability goals to support balanced and coordinated growth.

By leveraging its unique assets such as its waterfront location, transportation connectivity, and distinctive community character, the City of Riviera Beach aims to cultivate a dynamic and diversified economy that can adapt to changing market conditions. The policies in this Element promote long-term economic vitality while reinforcing the City's commitment to equity, environmental stewardship, and community well-being.

The Economic Development Element is organized around the following key areas of focus, which together guide the City's strategies for fostering a strong and sustainable local economy:

1. Economic Development Action Plan
2. Market Riviera Beach
3. Retain and Expand Existing Businesses and Industries
4. Support Small Businesses
5. Recruit New Businesses and Industries
6. Workforce Training
7. Integrate with Future Land Use Element
8. Redevelopment and Revitalization
9. Ensure Necessary Infrastructure to Facilitate Economic Development

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ED GOAL 1: The City of Riviera Beach shall strive to create an economic environment that will enhance the economic prosperity of local businesses, attract new business, improve the quality of life for all of its citizens and protects important natural resources.

ED Objective 1.1: Economic Development Action Plan

ED Policy 1.1.1: The City shall develop an Economic Development Action Plan that will be periodically updated to attract new businesses and retain existing businesses. Based on ongoing research by the City, the Economic Development Action Plan will include but not be limited to:

- Promote linkages to jobs and business opportunities to all City residents and stakeholders directly associated with future investment and growth.
- Strengthen the City's healthcare industry through strategic connections with regional hospital and medical networks.
- Leverage the Port's activity to attract modern, innovative industries and expand the City's economic base.
- Continue to expand the City and regional marine industry sector through joint efforts with existing businesses.
- Strategies to attract industrial and high-technology businesses with higher skilled employment and wages.
- Assess evolving workplace trends resulting from post-Covid work-from-home (WFH) trends and the relative impact on future office, housing and mixed-use development.
- Initiatives to capitalize on regional growth in professional and business services, promoting skilled employment and competitive wages.
- Evaluate event and meeting trends driven by the expected growth of the City's hospitality sector.
- Develop strategies to grow the City's tourism industry by innovatively leveraging existing and planned arts, cultural, and recreational infrastructure.
- Strategies to strengthen and enhance the City's tourism venues.
- Create independent and balanced strategic planning and redevelopment initiatives among distinct corridors including Broadway, and Blue Heron Boulevard.
- Develop solutions to improve circulation and provide better transportation options for residents and visitors in Riviera Beach.
- Enhancing existing recreational, cultural and open space amenities.
- Maintain open and effective public communication to support transparency and inclusivity.
- Develop a stronger Coastal Management program to protect and enhance the tourism and hospitality industry.

ED Objective 1.2: Retain and Expand Existing Businesses and Industries

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Retain and expand existing businesses and industries that complement Riviera Beach's character, utilizes the local workforce, and takes advantage of Riviera Beach's location in the South Florida Region.

Monitoring and Evaluation:

- Annually evaluate the number of commercial façade grants made. Set financial goals and create an action plan to achieve the target goals.
- Conduct surveys and hold public meetings to identify the reasons businesses relocate out of Riviera Beach. Develop policy recommendations to reduce this trend and present to the City Council and other business advocacy groups for consideration and adoption.

ED Policy 1.2.1
Prepare and adopt policies to provide assistance and incentives for existing business owners to continue operating in Riviera Beach.

ED Policy 1.2.2
Create a commercial façade program to improve aesthetics of existing businesses.

ED Policy 1.2.3
Establish partnership with other agencies such as Palm Beach County, Economic Council of Palm Beach County, South Florida Regional Planning Council and Marine Industries Association of South Florida (MIASF) to access resources that could benefit local businesses.

ED Policy 1.2.4
Work with local chamber of commerce, city sponsored business programs, CRA entrepreneurial program, and other local business organizations to educate the business community on the development review process and identify ways to provide a predictable path.

ED Policy 1.2.5
Develop a "one stop shop" resource portal via the internet that identifies local, state and federal funding sources that may provide grant assistance to existing businesses throughout all areas of the City.

ED Policy 1.2.6
Encourage the growth and expansion of industry by providing high quality municipal services, facilities, and economic development assistance.

ED Policy 1.2.7
Encourage an environmentally-friendly business atmosphere that maintains local regulations that are favorable to targeted industries identified by Riviera Beach.

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ED Policy 1.2.8
Encourage the establishment of federal and state agency offices, corporate headquarters facilities, and white-collar employers in Riviera Beach to expand local employment opportunities.

ED Policy 1.2.9
Develop and maintain strategic partnerships with all economic development organizations and all other organizations that encourage the establishment of high-paying jobs in the area.

ED Policy 1.2.10
Provide funding assistance programs and incentives that align and advance the city's industry clusters, when appropriate.

ED Policy 1.2.11
Maintain a website that provides information on all business and industry assistance in one central location.

ED Policy 1.2.12
Cultivate or improve partnerships with existing non-profit organizations who provide high quality business assistance services.

ED Policy 1.2.13
Provide assistance for relocation of businesses when they must move due to rehabilitation, demolition, or acquisition by the City and/or Community Redevelopment Agency (CRA).

ED Policy 1.2.14
Increase opportunities for local businesses to contract with the City for procurement of goods and services.

ED Objective 1.3: Market Riviera Beach

Increase the City's presence in the region by promoting its own unique image and strive towards making the City a recognizable tourist destination offering a range of attractions.

Monitoring and Evaluation:

- Start marketing Riviera Beach's presence in the South Florida business community.
- Conduct/sponsor a WFH study independent and unique to Palm Beach County
- Explore high-tech manufacturing and warehousing opportunities in conjunction with the Port's continued investment and expansion.

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- Annually identify the number of partnerships established between the City and other public or private sector agencies throughout the region, and evaluate any joint ventures undertaken.

ED Policy 1.3.1
Continue to support the CRA's Small Business Incubator program which will expand Riviera Beach's presence in the South Florida business community in partnership with local businesses, chambers of commerce, and other interested parties.

ED Policy 1.3.2

Plan and promote re-occurring events and festivals that enhance local identity and foster positive connections among residents, businesses, and visitors.

ED Policy 1.3.3
Promote public and private sector partnerships to fortify the pro-business image of the City.

ED Policy 1.3.4
The City and CRA should market its sustainability efforts and green redevelopment strategies.

ED Policy 1.3.5
The City should monitor economic conditions in Riviera Beach in comparison to other locations in Florida and throughout the nation to determine relative advantages.

ED Policy 1.3.6
The City shall encourage cultural arts and amenities with the development of cultural facilities that enhance the City's image, reputation and the local quality of life. Specifically, create an internship/employment program with Palm Beach State College.

ED Policy 1.3.7
The City shall support tourism venues, including commercial recreation, conference, resort, marine and culturally diversified activities that spotlight the Riviera Beach's waterfront city campaign.

ED Policy 1.3.8
The City shall conduct a market analysis that clearly identifies its strengths and outlines its target areas.

ED Policy 1.3.9
The City shall prepare a new Strategic Economic Development Program that provide for marketing strategies for the next 5-10 years.

ED Policy 1.3.10

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Create a unified marketing message about business assistance services available to businesses and industries with easy to navigate linkages across programs and agencies.

ED Objective 1.4: Small Businesses

Support efforts to scale small business enterprises by expanding opportunities, strengthening long-term viability, and encouraging new business creation.

ED Policy 1.4.1: Collaborate with organizations to bring more entrepreneurial programming and services to Riviera Beach particularly for youth entrepreneurs and entrepreneurs from vulnerable groups.

ED Policy 1.4.2: The City will share information about small business opportunities, especially for businesses owned by women and minorities.

ED Policy 1.4.3: Coordinate with organizations that provide microloans, small business loans and other financial resources to fund new businesses, business expansions, and encourage entrepreneurs to explore innovative financing strategies.

ED Policy 1.4.4: Create incentives and educational programs to support small business growth.

ED Policy 1.4.5: Align resources to ensure the availability of business support services in Riviera Beach.

ED Policy 1.4.6: Use economic development incentives to stimulate business development and job creation opportunities that support lower to mid-income residents.

ED Policy 1.4.7: Identify and use tools and resources available through federal, state, and regional agencies to create resources to revitalize lower income neighborhoods, such as the State Department of Economic Opportunity small business programs.

ED Policy 1.4.8: Support the availability of financing for local entrepreneurs and small and minority- owned businesses.

ED Objective 1.5: Recruit New Businesses and Industries

Recruit new businesses and industries that meet community needs, offer higher-wage jobs, and enhance the overall quality of life in Riviera Beach.

Monitoring and Evaluation:

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- Identify target industries, prepare a marketing strategy, and identify a funding source within the City's General Fund budget. Implement the marketing program depending on the available funding.
- Leverage off of the County's strongest industry growth sectors including but not limited to Professional and Business Services, Education, and Health Services.
- Recruit at least three new businesses (net) and thirty new employees (net) annually.
- Develop methodology for determining quality of life benchmarks used to target industry and business growth.
- Annually evaluate the number of new licenses and business permits issued to measure the success of incentives/assistance programs.
- Create a targeted assessment for specific initiatives around the technology, healthcare, marine, and tourism industries.

ED Policy 1.5.1: Partner with the Economic Council of Palm Beach County, West Palm Beach Chamber of Commerce, MIASF, South Florida Regional Planning Council and other interested parties in efforts to identify targeted industries that will provide a range of employment opportunities.

ED Policy 1.5.2: The City and CRA collectively should seek to develop a comprehensive effort in branding and advertising promotional activities and other marketing techniques to attract target businesses to the City.

ED Policy 1.5.3
Research quality of life indicators such as, the coastal environment, commute times, and living conditions and evaluate changes annually.

ED Policy 1.5.4: The market study should evaluate whether the regulatory framework (ie. height limits) within the City are appropriate for the recommended target businesses.

ED Policy 1.5.5: Collaborate with the local organizations to provide community events which focus on opportunities for new and small start-up businesses to become a permanent business in Riviera Beach.

ED Policy 1.5.6: Create incentives for businesses that sell fresh food in areas that are identified as food deserts in the city.

ED Objective 1.6: Workforce Training

Support basic and advanced education for residents and business owners to build and sustain a skilled, high-quality workforce in Riviera Beach.

Monitoring and Evaluation:

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- Annually evaluate the enrollment and number of adult education and language courses offered within the City.
- Annually evaluate the number of facilities offering adult education and number of rooms dedicated for adult instruction. If feasible add more rooms or move classes to larger rooms depending on student registration levels.
- Support economic development goals through a range of education and training activities that support targeted industries.
- Conduct an annual assessment of public training programs and their participation levels and implement policies to enhance outreach to local residents. Establish an economic and business development workforce incubator program to foster partnerships between local higher education institutions and the City's business and corporate community, supporting programs that strengthen workforce development and promote business growth.

ED Policy 1.6.1: Coordinate with Palm Beach County School Board and Palm Beach State College to ensure accessibility of adult education and English language courses for non-native speakers throughout the City.

ED Policy 1.6.2: Provide to the extent possible classroom space in City facilities for adult education and language courses.

ED Policy 1.6.3: Encourage local colleges and universities to offer adult education classes in community-based learning centers.

ED Policy 1.6.4: Encourage local colleges and universities and City facilities to offer courses that train residents in skills required by target industries.

ED Policy 1.6.5: Promote education of the unemployed and underpaid workforce with skills that may be useful for target industries.

ED Policy 1.6.6: Conduct Business Continuity and Disaster Recovery Planning training program for local businesses to mitigate negative impacts from storms and other disasters.

ED Policy 1.6.7: The City shall encourage the development and training of young professionals by providing internship opportunities within City government and through partnerships with the Economic Council of Palm Beach to contribute to the development and progress of Riviera Beach's youth.

ED Policy 1.6.8: The City and CRA will seek to participate in and coordinate programs with local organization's activities that facilitate the interaction between citizens and businesses, designed to enhance the sense of community and promote the cooperation between residents and businesses.

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ED Policy 1.6.9: The City shall establish a proactive and continuing dialogue with educational institutions, including school districts, community colleges and universities on the phasing of development, service standards, and the needs of the workforce.

ED Policy 1.6.10: Identify areas for redevelopment in the downtown area and promote the development of a comprehensive higher education center in partnership with private, community and state colleges or universities.

ED Objective 1.7: Integrate with Future Land Use Element

Identify future land use needs and allocate adequate residential, commercial, and industrial acreage that may be needed to support future development.

Monitoring and Evaluation:

- Install, monitor and evaluate the Geographic Information System that can provide parcel level information for land use.
- Prepare a report of land use analysis with regard to economic development and present to the City Council annually.

ED Policy 1.7.1: Cooperate with organizations representing the target industries to determine the future economic and land use needs of those industries on an annual basis.

ED Policy 1.7.2
The City ensures employment generating uses along major transportation corridors compatibility with neighborhood character.

ED Policy 1.7.3
The City will encourage land use designations and zoning regulations that encourage the retention, attraction and expansion of business and industry.

ED Policy 1.7.4
The City and CRA shall adopt an industrial policy and facilitate the preparation and implementation of a development plan for the City's industrial areas.

ED Policy 1.7.5
The City CRA shall address the expansion of cultural arts within newly proposed major development such as Marina Village and new City Hall.

ED Objective 1.8: Redevelopment and Revitalization

Strengthen and expand small business and retail opportunities beyond the Broadway corridor by strategically supporting dining, retail and other businesses in additional

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Commercial and General Mixed-Use Districts and promoting available retail spaces in these districts.

Implement a redevelopment program guided by Smart Growth principles to revitalize brownfields and underutilized commercial properties. Apply zoning and land use strategies to promote compact, mixed-use, and walkable development. Provide financial and technical support to small businesses and cottage industries. In addition, coordinate with partners to ensure equitable redevelopment that preserves neighborhood character and prevents commercial gentrification.

ED Policy 1.8.1
The City shall continue its current practice of recognizing the interaction with mixed-use developments and the resulting internal satisfaction of trips when analyzing the traffic impact of proposed mixed-use developments which promote revitalization and redevelopment. Mixed-use developments are characterized by two (2) or more significant, mutually supporting, land uses with significant physical and functional integration of project components, including uninterrupted pedestrian connections, and that is developed in conformance with a coherent plan.

ED Policy 1.8.2
Continue to aggressively pursue redevelopment and revitalization opportunities citywide and in the CRA. Encourage the use of the mixed-use land use designations and associated land development codes such as a smart code to spur redevelopment.

ED Policy 1.8.3
Identify viable redevelopment concepts for the commercial core, engage the public, City officials, and successful developers in the review process, and prepare a strategic implementation plan for the chosen concept with coordinated commitments from private and public partners.

ED Policy 1.8.4
The City will revise its City's Land Development Regulations to help facilitate neighborhood stability and economic vitality, through flexibility in mixing of uses, site development criteria, transportation level of service standards and other limiting factors.

ED Policy 1.8.5
The City will continue to make annual cost-efficient and prudent infrastructure upgrades addressing problem areas and enhancing neighborhoods and businesses, with projects such as re-pavement, curb and gutter drainage, sidewalks, landscaping and commercial façade upgrades, as identified in the Capital Improvement Plan.

ED policy 1.8.6
Encourage redevelopment of vacant, underutilized, or surplus properties, that have the potential to serve as a catalyst for economic development and enhances the quality of life for residents.

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ED Policy 1.8.7
Development within the City shall emphasize redevelopment and revitalization which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

ED Policy 1.8.8
The City will prioritize compact building design in all (re)development projects where feasible, emphasizing open space preservation, mixed-use development, multi-modal transportation, public transit accessibility, cost-efficient infrastructure, and the use of recycled materials.

ED Policy 1.8.9
The City shall promote economic development and employment opportunities by expediting reviews of commercial development applications, and providing flexibility, within the parameters of the Land Development Regulation, in the application of zoning and subdivision regulations in the redevelopment area and upgrading of existing commercial sites.

ED Policy 1.8.10
Support efforts of commercial corridors, streets, and neighborhoods to improve their physical attributes by encouraging infill, adaptive reuse, redevelopment and other strategies.

ED Objective 1.9: Ensure Necessary Infrastructure to Facilitate Economic Development

The City/CRA should strive to maintain a high-quality system of public infrastructure including transportation, parks, water and sewer, and other services to encourage planned economic development

Monitoring and Evaluation:

- Complete feasibility study for providing wireless internet services citywide
- Complete feasibility study for providing enhanced technological infrastructure (i.e. fiber optic network) citywide.
- Adopt capital improvement program on a yearly basis to ensure adequate infrastructure.

ED Policy 1.9.1
The City ensures that the Transportation Element, the Transportation Master Plan, and the Capital Improvement Program harmoniously focus and address the transportation needs of the existing and future business community, specifically, providing adequate parking and access to employment providers.

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ED Policy 1.9.2

The City shall promote federal commuter tax incentives that are available to local employers who provide public transit assistance to employees through services such as van pools, ride share, free bus passes or free Tri-rail passes. Federal law allows employers to deduct the cost of providing transit assistance as a business expense.

ED Policy 1.9.3

The City and CRA shall identify infrastructure improvements needed to support existing and new businesses and incorporate these infrastructure priorities into the city's capital planning process.

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City of Riviera Beach

Comprehensive Plan

Future Land Use Element
DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

May 2025

Introduction

Purpose

The purpose of the Future Land Use Element is to provide the current conditions of the City, analyze the deficits and surplus of available land, and indicate the designation of future land use patterns as reflected in the goals, objectives and policies contained in the City of Riviera Beach Comprehensive Plan. The supporting data provides a broad survey of current land use patterns, natural land features, and availability of public facilities for existing and future development. Future land use patterns are depicted on the Future Land Use Map.
This Element is a mandatory element and includes the criteria for the Future Land Use Element pursuant to Chapter 163.3177(6)(a), Florida Statutes.

Planning Timeframes

The City of Riviera Beach Comprehensive Plan provides guidance on development and redevelopment over a short term (10-year) and long term (20-year) planning period ending FY 2050.

EXISTING CONDITIONS

Introduction and Headline Findings

The existing conditions analysis herein has been completed in the effort to provide a comprehensive understanding of current and prospective market conditions that affect various elements of the Comprehensive Plan. The existing conditions analysis commences with an examination of population, household, economic and market trends and forecasts at the regional (Palm Beach County) and local (City of Riviera Beach) level. Based upon these baseline findings, the analysis then focuses on those variables that "drive" demand for key land uses including residential, retail, office, industrial and hotel and the results of which should help to guide the Comprehensive planning and policy initiatives.

The existing conditions analysis is categorized into two categories: 1.) Economic and Demographic Overview – which provides detailed insight core economic and demographic characteristics within the City and County. This utilizes a myriad of data sources including but not limited to US Census, American Community Survey (ACS), University of Florida Bureau of Economic and Business Resources (BEBR), Shimberg Center, Palm Beach County Planning Division, and ESRI; and, 2.) Multifamily and Commercial Market Overview – which provides an overview of market conditions for the multifamily rental market, retail, office, industrial and hotel. The data utilizes third-party resources including Palm Beach County Property Appraiser (PBCPA) and Costar/Oxford Economics, as well as information gathered as part of limited field research and discussion with the development and property management community.

The methodology, background data and analysis supporting the existing conditions study herein is detailed within the two sections noted above and encapsulates demand through the Comprehensive Plan's 2050 timeline. Below are headline findings as follows:

- ✓ *Housing Demand*: Population has been forecast among varying scenarios including *moderate*, *midlevel* and *upper*. Considering this, the City's population growth through 2050 ranges from 3,055 (moderate) to 6,465 (upper) and based upon the *upper* level generates demand for 2,695 housing units through 2050. This represents all housing types including single family, townhome, condominium and multifamily rental. While the vast majority of new housing will be market-rate, this demand needs to accommodate affordable and workforce housing – discussed in more detail within the Housing Element.

- ✓ *Office:* There has effectively been no new office built within the City during the past 20 years. Office-based employment sectors such as Professional/Business Services, Finance and Information are anticipated to achieve robust growth at the County-level and from which the City should potentially capture a fair share of this demand. The City is forecast to demand upward 160,000 square feet of multi-tenant office space through 2050; however, this can be expanded with City-driven incentives to potentially attract larger regional/national single-tenant users.

- ✓ *Retail*: From a broad perspective, the City is currently considerably underserved among nearly all retail goods and services sectors and is substantiated by the fact that the City has roughly 23 square feet of retail space per resident compared to 49 square feet for the County. Accordingly, the City is notably deficient in larger-format and higher-quality grocery stores that often serve as necessary anchors to retail centers and mixed-use development which not only serves the Riviera Beach community but helps to bring in needed consumer expenditure from residents, workers and visitors from outside of Riviera Beach. R etail demand is estimated to be between 250,000 and 350,000 square feet. Importantly, though, this does not necessarily indicate that this level of demand will be accommodated in new supply since at least some of this demand will be absorbed in the repositioning of existing retail supply that is well beyond its useful life.

- ✓ *Industrial*: The City's Industrial market is its strongest commercial sector, buoyed by the Port of Palm Beach. The City alone currently comprises 18 percent of the County's total inventory. There is demand for more than 1 million square feet of industrial space within the City through 2050; however, this likely exceeds an ability to accommodate this amount of supply given the limited availability of land. Nonetheless, there is a strong opportunity to not only build new industrial space as available land provides, but further strengthen the existing industrial market and reposition existing under-performing facilities.

- ✓ *Hotel*: The City currently has 510 hotel rooms, including 336 total rooms at the Marriott Singer Island and Ocean Palm Vacation Club (built in 2007) and Amrit Ocean Resort (a recently completed 150-unit condominium hotel). A 150-room Margaritaville Resort is currently planned within the Marina Village master plan. For the foreseeable future, new hotel supply within the

City will continue to occur along the coastal areas with a maximum amount of additional demand for 500+ hotel rooms through 2050.

The City of Riviera Beach is situated in the eastern-central portion of Palm Beach County, adjacent to the Atlantic Ocean. The City is bounded to the north by the Town of Lake Park, to the south by the Towns of Mangonia Park, Palm Beach Shores and the City of West Palm Beach, and to the west by the City of West Palm Beach.

The City's total land area is approximately 9.9 square miles. There are no significant unincorporated lands within or adjacent to the City. Therefore, the City does not anticipate any land area changes in the near future or in the next long term planning period.
Existing land use patterns are depicted on *the Existing Land use map*. Existing development within the City represents an industrial intensive area interconnected with primarily single-family and high density multi-family residential development, and small sections of Commercial areas.

Table 1-1 below shows an analysis of existing land use patterns of the City. Residential land use is the most prevalent throughout the City, accounting for approximately 36.7% of the total acreage. Single-family residential land use constitutes 46.7% of existing housing, the largest percentile within the residential category. Industrial land use occupies 21.1% of the City's total area and Commercial land use coverage represents approximately 5.9%. The City is 73% developed with an estimated 1,693 acres of vacant land in 2023. See the discuss below for a more detailed review of the City's vacant land.

Table 1-1 Existing Land Use

Existing Land Use	Acres	Percentage of Total Acres
RESIDENTIAL LAND USE		
Single-Family Residential	1,087.94	17.75%
LD Multi-Family Residential (<10 Units)		
MD Multi-Family Residential (>10 Units)	36.16	0.59%
HD Multi-Family Residential (up to 20 Units)	630.95	10.30%
Mixed Use	85.46	
Planned Unit Development (PUD)	488.61	7.97%
Total Residential	2,329.12	36.61%
NON-RESIDENTIAL LAND USES		
Agriculture		
Commercial	379.79	6.20%
Vacant Commercial		
Industrial	1,340.23	21.87%
Vacant Industrial		
Institutional		
Vacant Institutional		
Governmental	398.86	6.51%
Vacant Governmental		
Roadways	12.74	8.80%
Vacant	1,693.08	27.63%
Total Non-Residential	3,811.96	43.38%
Total City Land (Less Roadways)	6,128.34	98.81%

Source: Palm Beach County, 2023

Existing Land Use	Acres	Percentage of Total Acres
Residential	2,329.12	37.85%
Commercial	379.79	6.17%
Industrial	1,340.23	21.78%
Governmental	398.86	6.48%
Roadways	12.74	0.21%
Vacant	174.1	2.8%
Total City Land	6,153.82	100.00%
Total City Land (Less Roadways)	6,141.08	

Source: Palm Beach County, 2023

Residential

The residential land use component comprises of various housing densities including single-family detached, low to high density multi-family and mobile homes. Existing residential land uses total approximately 36.8% of all land use within the City. The predominant residential land use is single-family dwellings, representing 46.7% of the total housing stock whilst multi-family housing accounts for 32.3%. Mobile Homes are found on 12.05 acres. Approximately 2.8% of the residential land in the City were categorized as vacant in 2022.

Commercial

Commercial land uses provide activities which are primarily connected with the sale, rental and distribution of products or the provision of services which support the resident and tourist populations of the surrounding area. This category also includes business and professional offices. Existing commercial uses represent about 5.9% of the City or approximately 380 acres. An additional 1.3% of the City (or 156.8 acres) is set aside for commercial use but is currently vacant.

Industrial

Industrial land use primarily provides for activities that relate to the manufacturing, assembly, processing or storage of products and goods. Major industrial uses are concentrated in the southern, central and western sections of the City with small pockets towards the north and east. Majority of the industrial sector is located to the west of President Barack Obama Highway and south of West Blue Heron Boulevard. In 2023 approximately 1,340 acres or 21.1% of the City in active industrial use with about 1.3% (or 167 acres) of vacant industrial land set aside for future use.

Recreation

Recreation provides for activities occurring at public and private open spaces, parks, public recreation facilities and public beach or water access points. Recreation uses are distributed throughout the city.

Other

Other land uses within the City include governmental (6.3%), institutional (3.2%), and water (8.8%). The governmental land use category includes City parks and open space, government buildings and properties such as schools, recreational centers, City Hall, water treatment plants and other public utility sites.

Vacant

The City is almost entirely developed with approximately 1,693 acres remaining vacant in early 2023. This represents approximately 26.7% of the City's total land use. The following table identifies the land use designation of the vacant land in the City.

Table 1-2 Vacant Lands (From DJD GIS Analysis)

Vacant Land by Land Use	Acres	Percentage of Total Acres
Vacant Residential	77.2	1.3%
Vacant Commercial	52.5	0.9%
Vacant Industrial	22.5	0.4%
Vacant Downtown Mixed	21.9	0.4%
Total Vacant Land	174.1	2.8%

Table 1-3
Seasonal Vacancy
Seasonal Vacancy

Year	Seasonal Units	Total Units	Seasonal Vacancy Rate
2021	2,642	17,676	15%
2015	2,509	16,824	15%
2010	2,181	17,074	13%

Source: U.S. Census Bureau 2021: American Community Survey (ACS)

Community Redevelopment Area (CRA)

The current community redevelopment area (858 acres) is approximately 13.7% of the total City Area. The CRA boundaries extend along the FEC/Old Dixie Highway corridor to the west including the Riviera Beach Heights neighborhood towards Australian Avenue. The northernmost section of the boundary ceases along the City of Lake Park's boundary at Silver Beach Road. The southern boundary runs parallel to the City of West Palm Beach's limits immediately south of the Port of Palm Beach. The four potential redevelopment expansion areas identified by the Riviera Beach Community Redevelopment Agency encompass Singer Island, Blue Heron & Neighborhoods (Federal Gardens), Riviera Beach Heights and Old Dixie Highway & Neighborhoods (Monroe Heights/Park Manor). Current projects include roadway improvement, construction of beachfront commercial facilities, a community center, public market and mixed use development. With the expansion of boundaries and the inclusion of Riviera Beach Heights, the new CRA will account for 26.92% of the total City area. Revitalization efforts have been made in Downtown Riviera

Beach, however slums and blighted infrastructure remain dispersed throughout the area. Many vacant and underutilized parcels of land that require redevelopment are concentrated along the Broadway and Avenue E corridors. There is a lack of amenities to accommodate the growing population within the District as well as issues surrounding incompatible uses and landscape aesthetics. For more information on the CRA and it's goals please visit The 2023 Riviera Beach Community Redevelopment Plan.

1. Future Land Use

The *Future Land Use* map designates future land uses in the City and establishes the development rights on every property in the City in substantial conformance with the County's Land Use Map which is the originating document for all land use entitlements in Palm Beach County. The Future Land Use Map serves as the basis for Zoning Map which is governed by the zoning designations provided in the City's Land Development Code.

2. ECONOMIC AND DEMOGRAHIC OVERVEW

The economic and demographic overview completed for the Comprehensive Plan Update focuses on the key trends and conditions that have occurred within the City of Riviera Beach, and the surrounding Palm Beach County region as applicable. The core objective is to understand the economic and market variables that support future land use planning, as well as provide insight into market-based dynamics that may help to drive on-going economic development efforts.

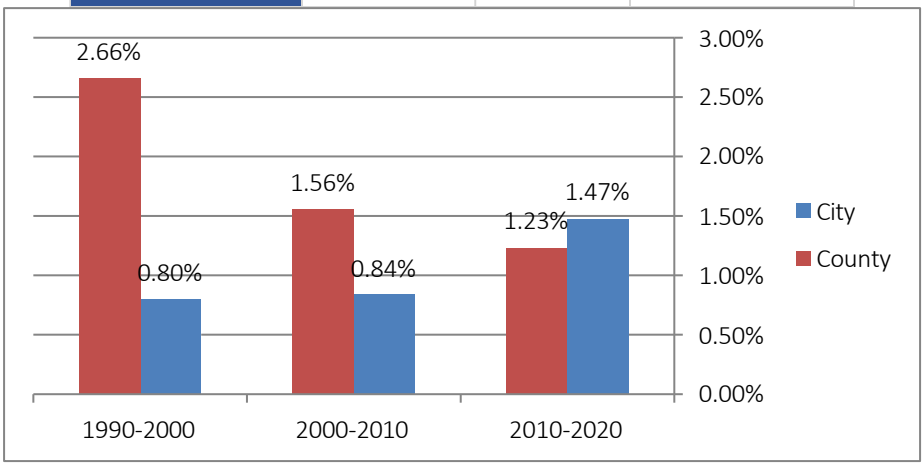
Population Overview

The study of population and household trends relies considerably on the US' Decennial Census of Population and Housing, and for purposes of this analysis trends occurring between 2010 and 2020. However, in the effort to assess population and housing trends within defined geographic areas (neighborhoods) throughout the City, the data is evaluated at the Census Block Group level and released on an annual basis. Commonly, municipal boundaries throughout the US are delineated by complete Census Block Group boundaries. However, in certain instances, the municipal boundaries can actually bifurcate the Census Block Groups, which in turn creates challenges to effectively evaluating demographics at smaller geographic scales; and, this is the case with the City of Riviera Beach.

According to Census data, the City's population growth outpaced the County from 2010 to 2020 which appears to be combination of new housing and expanding household size.

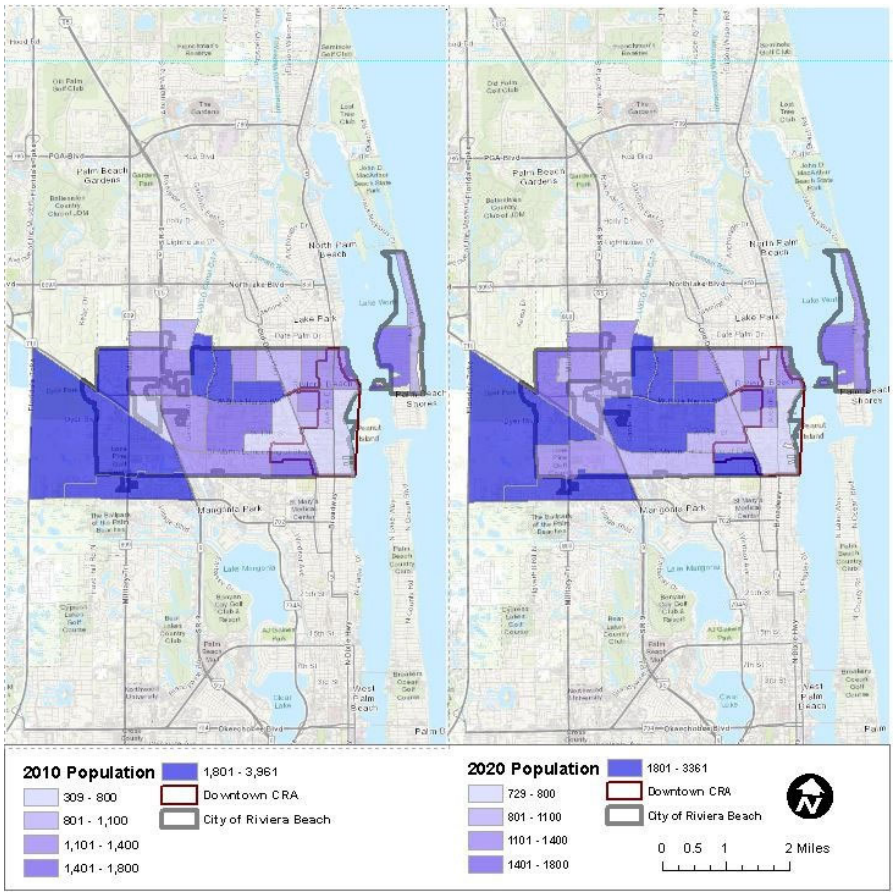
City of Riviera Beach and Palm Beach County – Population and Average Annual Population Growth Trends by Decade Source: US Census

	2010	2020	*% Annual Growth*
Palm Beach County	1,320,134	1,492,191	*1.23%*
Riviera Beach	32,488	37,604	*1.47%*



As illustrated below, the central and western sectors of City had higher concentrations of population growth since 2010 in terms of number of persons.

City of Riviera Beach – Population Growth Trends within Census Block Groups (2010 and 2020)
Source: US Census



Population Projections and Future Housing Demand

The estimate of population growth is critical to future land use, housing and community development planning. While there are a number of resources providing projections of future growth by municipality within Florida, including Florida Department of Economic Development Resources (EDR), University of Florida Bureau of Economic and Business Research (BEBR), and University of Florida Shimberg Center/Florida Housing Data Clearinghouse, reliance upon more localized analytics at the County level is often times considered to be more effective than those prepared at the State-level. The reason being that the County (through their planning departments and/or other agencies) integrate more refined analytics which may consider both current and prospective permit activity, transit planning and/or other infrastructure investment. For this, the forecast of population growth is based upon data provided by the Palm Beach County Planning Division (PBCPD) through 2050. As shown in the following table, the City is projected to add nearly 5,200 total residents between 2025 and 2050, or, a 0.49 percent average annual increase (noting, that this growth rate actually parallels UF BEBR projections). During this period, the County is projected to have 0.57 percent average annual growth. In the shorter term, the City is forecast to increase by 2,800 people by 2036, equating to an average annual growth rate of 0.87 percent. Comparatively, the County's population is projected to grow 0.98 percent average annually during the same timeframe.

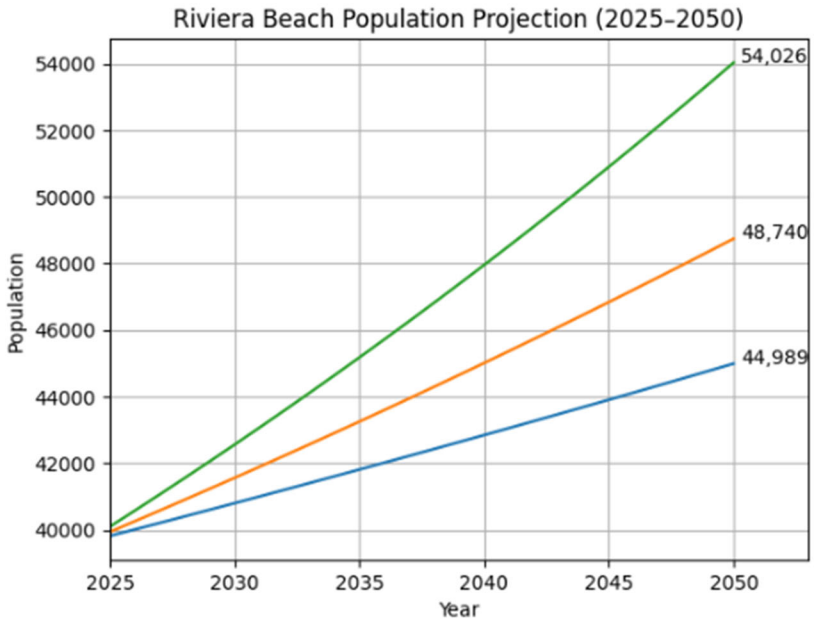
City of Riviera Beach and Palm Beach County – Population Growth Trends and Projections

Source: Palm Beach County Planning Division

	Population				Projections
	1990	2000	2010	2025	2050
City	27,600	29,884	32,488	40,152	45,352
County	869,964	1,131,184	1,320,134	1,568,300	1,809,200
	Population (Avg. Annual)				**Projections (Avg. Annual)**
	1990	2000	2010	2025	2050
City	-	228	260	511	208
County	-	26,122	18,895	16,544	9,636
	Population (% Growth)				**Projections (% Annual Growth)**
	1990	2000	2010	2025	2050
City	-	0.80%	0.84%	1.42%	0.49%
County	-	2.66%	1.56%	1.16%	0.57%

While the County's forecast provides significant reliability for purposes of this analysis, it is important to consider alternative scenarios based upon even more current information than what was available at the time of the analysis. Especially, in this post-pandemic period when local, regional and national economic and market conditions have changed significantly and charted a robust path than what was likely ever predicted. Consider the fact that the City of Riviera Beach currently has more than 1,000 multifamily units in the pipeline within the CRA alone, including a mix of market rate rental, affordable rental, and luxury condominium. At an average 2.4 persons per household (which is less than the City's current 2.78 persons per household[1] given the fact that the vast majority of new development will be multifamily units with a measurable portion smaller units), this represents more than 2,400 persons which is effectively half of the projected growth through 2050 per the PBCPD data. Though it is likely that not all of this proposed development will be built, it validates alternative forecasting for the Comprehensive Plan's housing needs through 2050. Therefore, for this analysis, two projection scenarios are considered: *Moderate* which is based upon the long-term growth rates from PBCPD set forth above at 0.49 percent; *midlevel* – which is a hybrid of the County's short-term and long-term growth rates noted above; and, *Upper* – which enhances the growth rate based upon existing conditions and historical growth trends which in this case, pushed the envelope to 1.0 percent average annual growth rate. The analysis highlights a projection period between 2025 and 2050.

City of Riviera Beach - Population Forecast (Varying Scenarios) – 2025 to 2040



As illustrated above, population projections through 2050 range from 4,837 to 13874 new residents. Naturally, there will be cycles in annual population growth patterns, and County projections indicate stronger growth during the next 10 to 20+ years with some tapering off thereafter. Nonetheless, the key metric for long-term planning associated with the comprehensive plan is the aggregated annual forecast.

From these estimates, household growth is determined based upon an estimated household size. Currently, the City is reporting an average household size of 2.78 persons. However, and as noted above, the vast majority of future development in Riviera Beach will likely be higher density multi-family development which traditionally has a relatively higher concentration of one- and two-bedroom units; and, correspondingly, smaller household sizes compared to a higher proportion of larger single-family residences. Though difficult to ascertain, a cursory assessment of higher density multifamily development within Palm Beach County indicates average household size in the range of 2.3 persons; though, low- to mid-density housing (i.e.. townhome) is larger and above 2.5 persons. For purposes of this analysis, the average household size for new housing development City-wide is 2.5 persons per household.

Based upon this population and household forecasting methodology, the range of housing demand for the City is: at a *moderate* level (0.49 percent), there is estimated demand for approximately 1,275 new housing units through 2040; or, 85 units on average per year during the long-term planning horizon; at *midlevel* projections (0.75 percent) is used, there is estimated demand for 1,985 new housing units through 2040, or nearly 135 units average annually; and, at the *upper* level the demand is 2,695 housing units, or 180 units average annually. Of note, the estimates above include a modest increase in housing supply

accounting for non-primary housing (i.e.. investor/second home units). Furthermore, this would be in addition to development that is currently in permitting and/or under-construction.

Lastly, it is important to note that factored into the potential absorption of new housing demand does not just focus on market-rate housing but needs to provide for some level of affordable and workforce housing as the price point for new market rate housing is not attainable to a measurable number of the regional population based upon land/development costs and household income levels. This is discussed further in following sections.

Demographic Overview

This section provides an overview of the key demographic characteristics for the City of Riviera Beach and provides comparison to the County overall. The table below gives a snapshot of key demographic characteristics for both the City and County, with a more comprehensive assessment of population characteristics to follow. As noted, the City's current population of approximately 37,500 persons is 2.5 percent of the County's total 1.48 million persons. The relevance of this ratio provides support for future land use planning, and particularly, as it relates to future demand for housing and commercial (i.e. office, retail, industrial and hospitality) uses.

City of Riviera Beach and Palm Beach County – Demographic Snapshot

Source: US Census; ACS 2021

	City of Riviera Beach	Palm Beach County
Total Population ACS 2021	37,301	1,481,233
2020 Census Population	37,604	1,492,191
2010 ACS Population	32,487	1,299,356
2010 Census Population	32,488	1,320,134
Households ACS 2021	13,377	581,119
Avg. HH Size ACS 2021	2.78	2.54
Median Household Income ACS 2021	$51,118	$68,874
Per Capita Income ACS 2021	$29,818	$43,733
% Above $50K ACS 2021	50.8%	63.2%
Owner Occupied Households % ACS 2021	53.1%	69.4%
Renter Occupied Households % ACS 2021	46.9%	30.6%

In terms of population by age cohort, the City had a notable decrease in children (< 19 yrs. old) and a loss in mature family (34-55 age category) and the latter of which may indicate a diminishing level of consumer expenditure potential since this age category often represents the strongest consumer of goods and services.

City of Riviera Beach – Age by Cohort Trends

Source: US Census; ACS 2021

City of Riviera Beach	2010	2021
Median Age ACS 2021	35.3	37.4
Under 19	31.1%	26.2%
20-34	18.4%	20.3%
35-54	24.7%	21.3%
55 – 65	10.9%	14.8%
65+	14.8%	17.4%

With regard to age, the median age is notably younger in the City compared to the County and there are considerably more persons under 35 in the City. This indicates a strong presence of younger households (single, couple, and/or family) which portends well for future housing growth; especially, if there is an opportunity for the City to capitalize on households planning to shift to newer and/or larger homes within the City as families and income grow. Furthermore, this is a positive trend from an economic development perspective and, specifically, access to a pool of younger workers for City-based businesses.

City of Riviera Beach and Palm Beach County – Age Profile (2021)

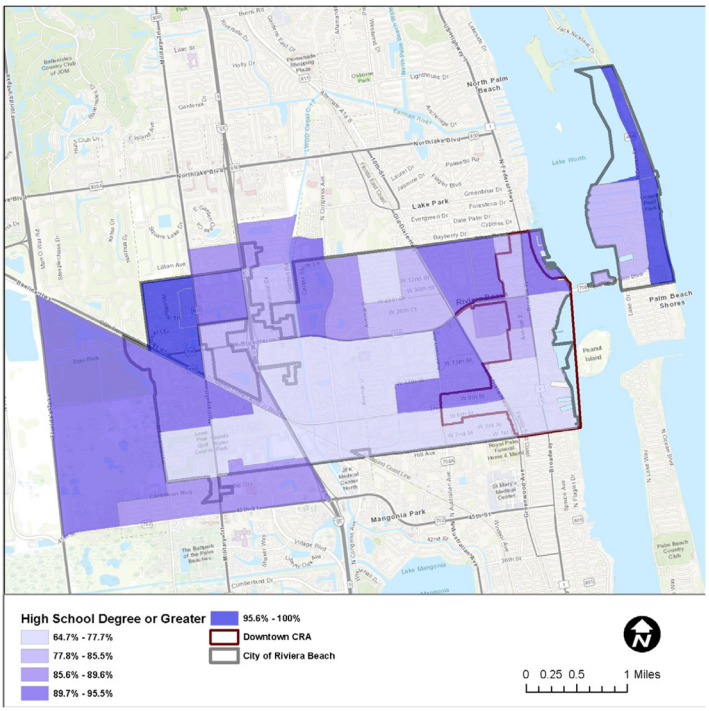
Source: ACS 2021

	City of Riviera Beach	Palm Beach County
Median Age ACS 2021	37.4	45
Under 19	26.2%	21.4%
20-34	20.3%	17.1%
35-54	21.3%	24.4%
55 – 65	14.8%	13.5%
65+	17.4%	23.8%

Education Attainment and Ethnicity

Overall, the City had 86 percent of its population with a high school degree or higher while the County had 89 percent. As shown below, all geographic subareas (Block Groups) had a 65 percent High School or greater attainment rate, though there is a relatively large concentration of areas with below 77 percent with a high degree. This presents an opportunity for the City to focus its resources on improving these conditions within select neighborhoods.

City of Riviera Beach – Education Attainment by Census Block Group (2021)
Source: ACS 2021



Relative to higher education, 26 percent of the City's population has a Bachelor's degree or higher, which is notably lower than the County at 38 percent. Again, the opportunity to improve resident access to higher wage jobs through focused programming can have positive implications for economic development and business growth.

The City has a higher percentage of African Americans and less Hispanic persons than the County. For the City, this has remained largely unchanged since 2010. However, as the City continues to grow and with it broaden its economic base, encouraging diversification within communities creates synergies, vibrancy and uniqueness that can strengthen communities and leads to meaningful economic expansion.

City of Riviera Beach and Palm Beach County – Ethnic Composition (2021)
Source: ACS 2021

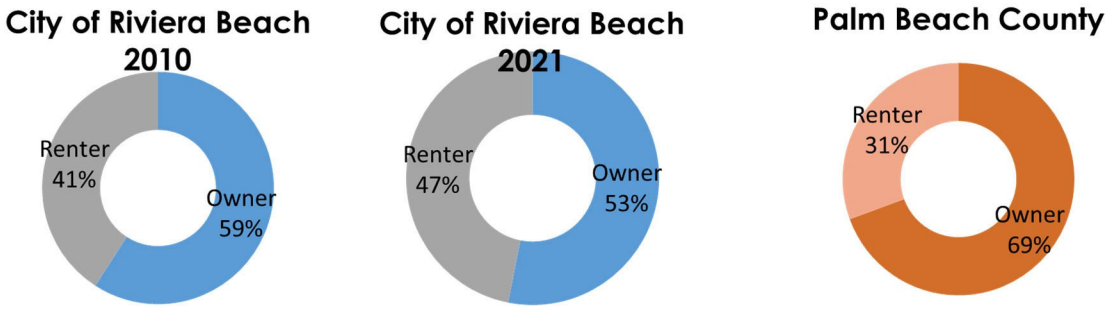
	City of Riviera Beach	Palm Beach County
Hispanic or Latino (of any race)	7.4%	23.1%
Not Hispanic or Latino	92.6%	76.9%
White alone	21.4%	52.5%
Black or African American alone	65.3%	18.2%
American Indian and Alaska Native alone	0.1%	0.1%
Asian alone	2.5%	2.8%

Native Hawaiian and Other Pacific Islander alone	0.0%	0.0%
Some other race alone	0.2%	0.5%
Two or more races	3.2%	2.8%

Housing Tenure

The table below clearly illustrates the difference in homeownership rates between the City (53 percent) and the County (69 percent). Moreover, the City has seen a precipitous decline in homeownership between 2010 and 2021. Even for the single-family homes, where homeownership rates are traditionally much higher than rental, the City's single family housing inventory has 39 percent of non-homestead owners, which is indicative of a large presence of investor/speculative owners. As a matter of fact, until 2021, the City has had very limited rental inventory delivered to the market, which only further points to the growth in speculative/investor presence. Considering this, the City can play an instrumental role in reversing this trend through housing and land use policy that fortifies homeownership for residents.

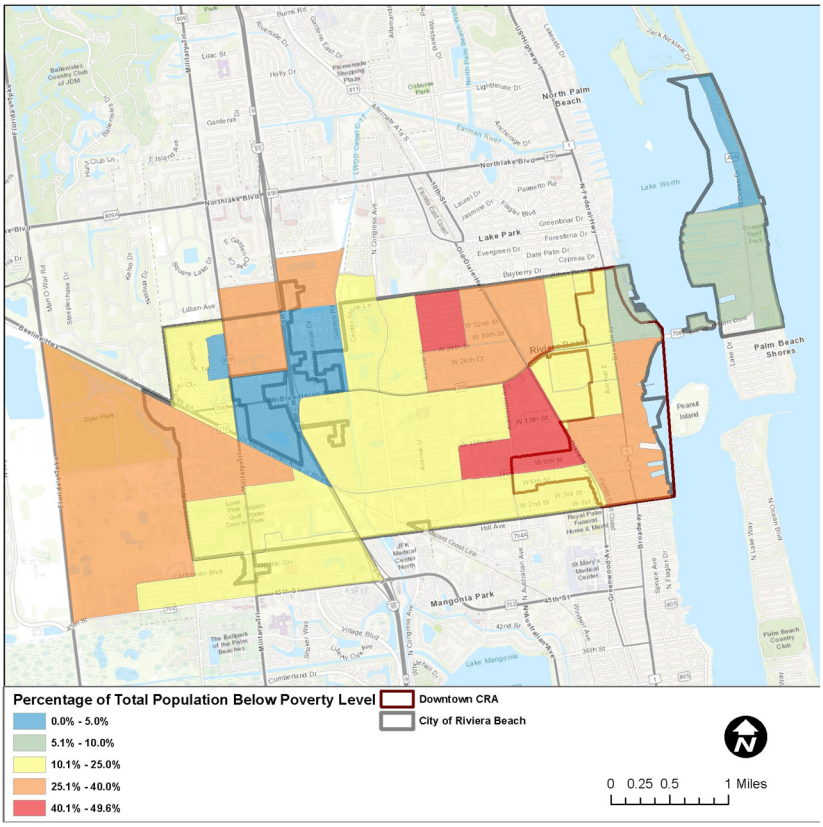
City of Riviera Beach and Palm Beach County – Housing Tenure
Source: US Census; ACS 2021



Income and Poverty

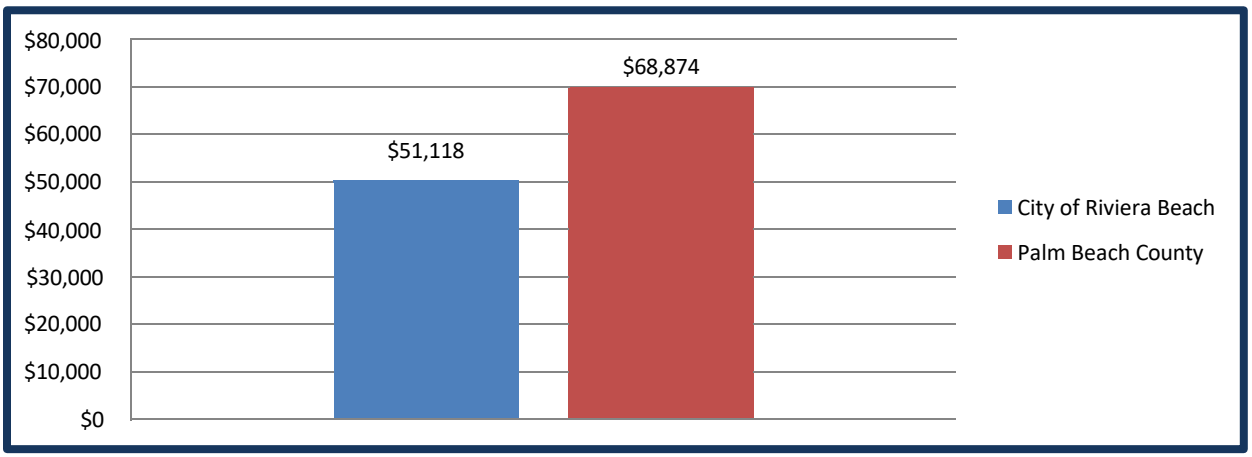
In accordance with ACS 2021 data, the City has 7,143 persons below the poverty level, or 19 percent of the total population under the threshold of $16,090 (in 2021). In comparison, the County had 11.5 percent of the population below poverty. As demonstrated below, large swaths of geography Citywide have concentrations of households below the poverty level.

City of Riviera Beach - % Population below Poverty Line by Census Block Group (2021)
Source: US Census



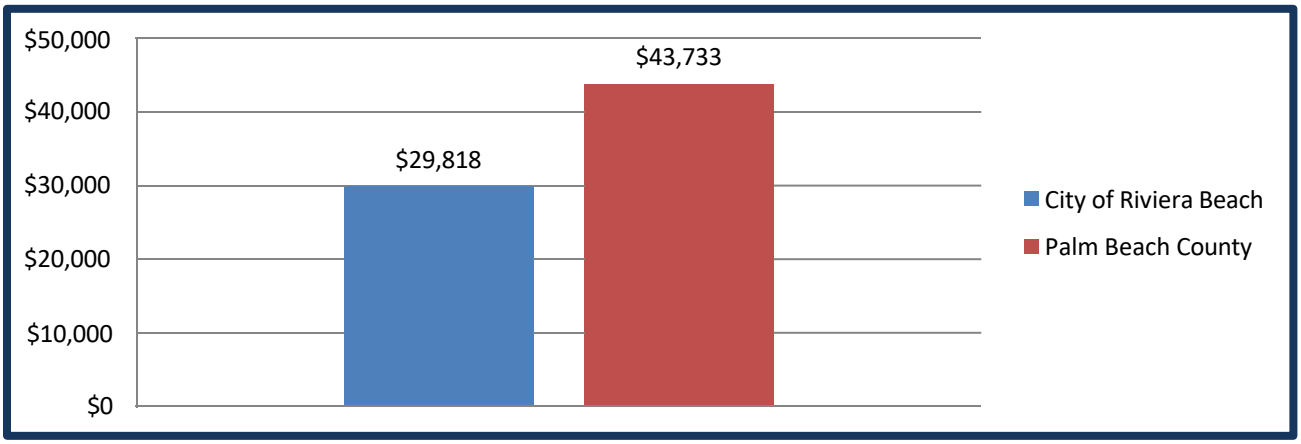
The City of Riviera Beach's median household income has been, and remains, relatively modest compared to the surrounding region. Based upon the 2021 Census, the City's median household income is $51,118, which is 25 percent lower than the County ($68,874).

City of Riviera Beach and Palm Beach County – Household Income (2021)
Source: ACS 2021



This trend is also seen in per capita incomes. As a matter of fact, the differential in per capita income is even greater than median household income with City at more than 30 percent lower. This correlates with the City's higher household size of 2.78 compared to the County at 2.54.

City of Riviera Beach and Palm Beach County – Per Capita Income (2021)
Source: ACS 2021



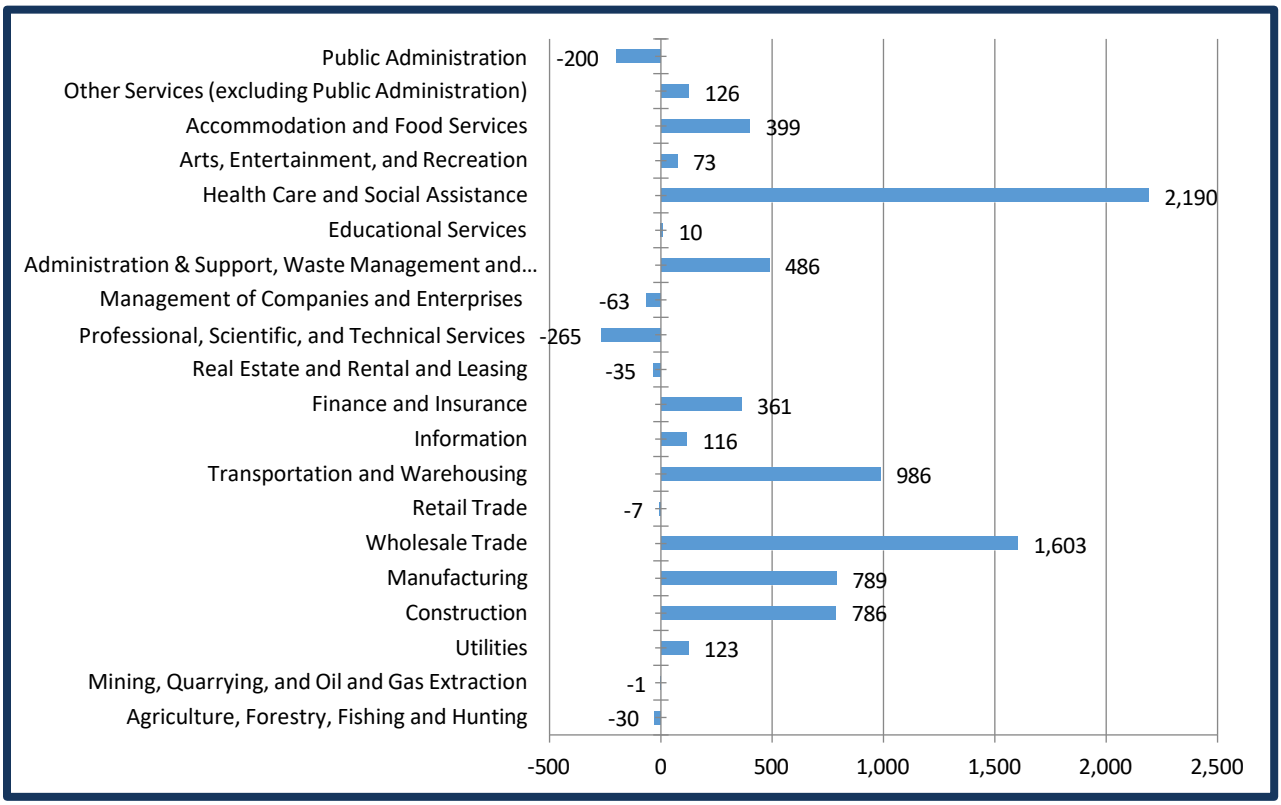
Employment Trends

According to 2020 Census data (and the latest available data by the Census and US Bureau of Labor Statistics), the City had total employment of 22,477 which is 3.7 percent of the Counties total employment of 603,711. This proportionate share of employment is considerably higher than the City's 2.5 percent share of population – and the implications of which are detailed further below.

Health Care/Social Assistance, Wholesale Trade and Transportation Warehousing are the dominant sectors within the City and the latter two of which is attributed to economic activity created by the Port of Palm Beach. The City had seen relatively strong job growth among a number of sectors between 2010 and 2020 including Health Care/Social Assistance (2,190), Wholesale Trade (1,603) and Transportation/Warehousing (986). The largest job *losses* were in Public Admin (200), and Professional, Scientific, and Technical Services (265) which are among the higher wage sectors.

City of Riviera Beach – Employment Growth (by Sector) from 2010 to 2020

Source: US Census/USBLS



It is important to note that there is likely some margin of error associated with the 2020 data in light of the impacts from Covid-19, which effectively shuttered the US economy in March 2020. Therefore, the methodology for assessing the City employment for purposes of this analysis shifts to data from ESRI and, particularly, an evaluation of trends from 2010 to 2019 (prior to Covid) and trends post Covid (which are likely to be estimates given the partial Census Block Groups discussed in preceding sections).

According to ESRI data, the City has a significantly higher proportion of wholesale trade and manufacturing jobs. Currently, Healthcare/Social Assistance has the largest share of employers in 2023 at nearly 19 percent, and the next highest is Manufacturing at 12.5 percent and followed closely by Wholesale Trade (11.5 percent) – again, indicative of the Port's economic impact.

City of Riviera Beach and Palm Beach County – Employment Share by NAICS Sector (2023)[2]
Source: ESRI

	Riviera Beach	Palm Beach County
Agric/Forestry/Fish/Hunt	0.3%	0.4%
Mining	0.0%	0.0%
Utilities	0.0%	0.5%
Construction	6.4%	4.8%
Manufacturing	12.6%	3.6%
Wholesale Trade	11.6%	3.1%
Retail Trade	8.7%	12.9%
Transportation/Warehouse	8.8%	1.7%
Information	1.1%	2.5%
Finance/Insurance	1.2%	4.8%
Real Estate/Rent/Leasing	2.8%	5.7%
Prof/Scientific/Tech Service	2.9%	8.5%
Mgmt of Comp/Enterprises	0.1%	0.4%
Admin/Support/Waste Mgmt	1.9%	4.1%
Educational Services -	4.7%	6.2%
HealthCare/Social Assist	18.8%	14.4%
Arts/Entertainment/Rec	2.6%	2.6%
Accommodation/Food Service	5.9%	9.9%
Other Service excl Pub Admin	4.1%	8.0%
Public Administration	5.3%	5.3%
Unclassified Establishments	0.3%	0.7%

The following chart illustrates the strongest growth sectors in terms of percentage growth (as opposed to jobs) for both the City and County between 2010 and 2019. For the City, the strongest rate of growth occurred within the Information and Finance/Insurance sectors that, although they are relatively small sectors in terms of jobs, the growth rates are measurable and noteworthy given they are skilled and higher wage sectors that can have positive impacts on future demand for housing, office and retail sectors.

[2] Does not include Agriculture and Mining

City of Riviera Beach – Employment Growth Rate by NAICS Sector (2010 to 2019)[3]
Source: ESRI

NAICS SECTOR	Riviera Beach	Palm Beach County
Agric/Forestry/Fish/Hunt	-32.4%	-1.9%
Mining	-100.0%	0.0%
Utilities	83.0%	16.3%
Construction	109.3%	68.2%
Manufacturing	72.6%	26.7%
Wholesale Trade	55.1%	16.4%
Retail Trade	-3.6%	29.5%
Transportation/Warehouse	113.1%	68.0%
Information	717.2%	31.5%
Finance/Insurance	149.0%	18.0%
Real Estate/Rent/Leasing	-6.1%	35.9%
Prof/Scientific/Tech Service	-28.3%	39.0%
Mgmt of Comp/Enterprises	-47.1%	32.5%
Admin/Support/Waste Mgmt	44.1%	33.1%
Educational Services -	27.8%	19.8%
HealthCare/Social Assist	39.9%	23.2%
Arts/Entertainment/Rec	80.0%	34.1%
Accommodation/Food Service	85.9%	39.5%
Other Service excl Pub Admin	37.2%	30.4%
Public Administration	-21.7%	-6.7%

In accordance with ESRI data, job growth during the post-pandemic period from 2021 to 2023 reported modest fluctuations in the City among most sectors, though Information continues to trend positively as well as manufacturing (both higher wage sectors). The County, by comparison, showed relatively strong gains among numerous sectors from 2021 to 2023.

City of Riviera Beach – Employment Growth Rate by NAICS Sector (2010 to 2019)[4]
Source: ESRI

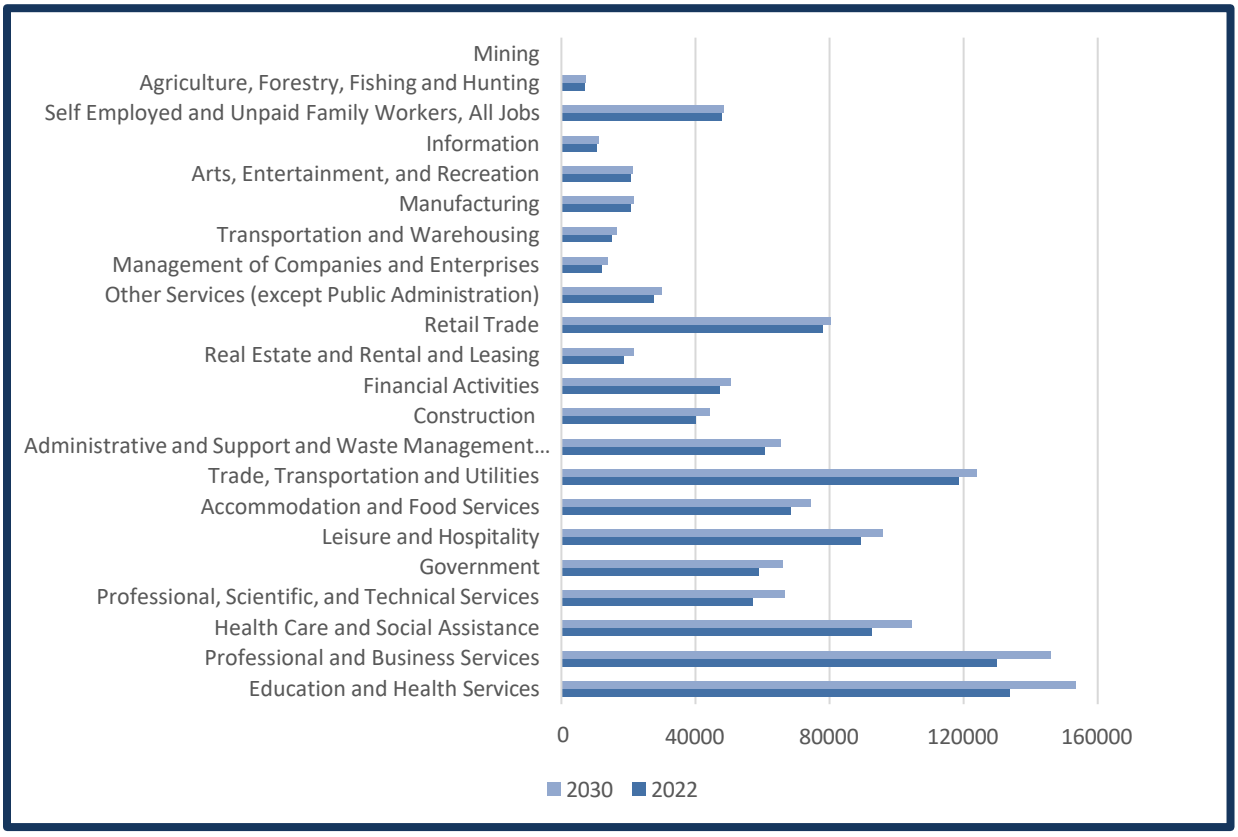
	Riviera Beach	Palm Beach County
Utilities	0.0%	14.3%
Construction	2.3%	3.3%
Manufacturing	15.8%	-3.1%
Wholesale Trade	5.3%	5.4%
Retail Trade	-1.1%	-4.9%
Transportation/Warehouse	7.7%	16.0%
Information	17.5%	2.1%
Finance/Insurance	-3.5%	1.7%

[3] Does not include Agriculture and Mining
[4] Does not include Agriculture and Mining

Real Estate/Rent/Leasing	-0.9%	8.2%
Prof/Scientific/Tech Service	-3.0%	6.9%
Mgmt of Comp/Enterprises	-8.8%	2.3%
Admin/Support/Waste Mgmt	-1.3%	13.1%
Educational Services -	5.7%	5.5%
HealthCare/Social Assist	-0.8%	4.8%
Arts/Entertainment/Rec	-3.1%	-19.3%
Accommodation/Food Service	-1.7%	3.4%
Other Service excl Pub Admin	1.2%	14.8%
Public Administration	3.0%	4.1%
Unclassified Establishments	-1.2%	52.8%

According to the Florida Department of Employment Opportunity (FDEO) data, Professional/Business Services, Education and Health Services are forecast to be among the strongest growth sectors within Palm Beach County through 2030. Together with steady growth forecast for Finance Activities and Real Estate, the broader region is poised for solid growth among these higher wage and skilled sectors, which is meaningful for the City's potential economic development.

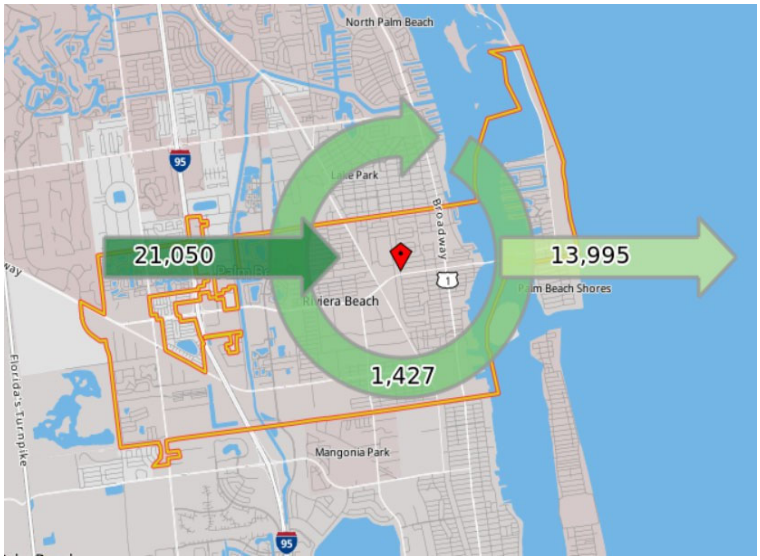
Palm Beach County Employment Projections by Sector (2022 and 2030)
Source: FDEO



Jobs Inflow/Outflow

Based upon information from US Census (OnTheMap 2020), roughly 6 percent of workers employed within the City actually live in the City. While there is no "hard and fast" standard metric, City's such as West Palm Beach, Palm Beach Gardens, North Palm Beach, and Boynton Beach that have *work and live* ratios generally ranging between 8 to 13 percent. This portends extremely well for the City of Riviera Beach housing sector in terms of potential capture of "pent up" demand from the existing employment base; and, for which is only further substantiated by the disproportionate share the City has of the County's employment relative to population as referenced in preceding sections.

City of Riviera Beach – Inflow/Outflow Job County
Source: US Census (OnTheMap)



Inflow/Outflow Job Counts (All Jobs)

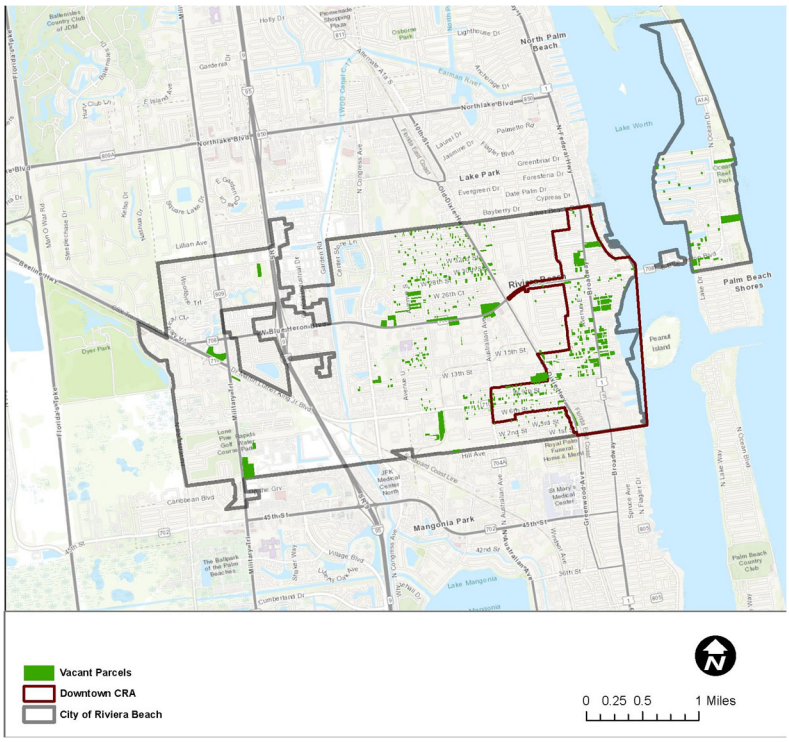
	2020 Count	2020 Share
Employed in the Selection Area	22,477	100.0%
Employed in the Selection Area but Living Outside	21,050	93.7%
Employed and Living in the Selection Area	1,427	6.3%
Living in the Selection Area	15,422	100.0%
Living in the Selection Area but Employed Outside	13,995	90.7%
Living and Employed in the Selection Area	1,427	9.3%

Vacant Land Availability

There are approximately 232 vacant acres of land in the City of Riviera Beach. Of the 852 vacant parcels there are only 3 parcels greater than 5 acres with the largest being 7 acres. The average size parcel is 0.27 acres and a large extent of which exists within the CRA. This limited availability of larger vacant properties can present challenges to near term redevelopment; especially, that which can provide mixed-use development of critical mass. However, understanding this challenge creates an opportunity for the City to identify, encourage and potentially participate in land aggregation for longer-term strategic redevelopment planning.

City of Riviera Beach – Vacant Parcel Map

Source: Palm Beach County Property Appraiser



Residential Land Use Development Activity

There have been 737 residential properties built in the last 10+ years in the City of Riviera Beach. The majority being townhouse and Single family. There has been nominal multi-family development which is in contrast to regional trends during the past decade. However, this is poised to change based upon current development activity including Berkeley Landing (a 110-unit multifamily rental workforce housing development located at 3100 Broadway); as well as, several large-scale housing developments proposed within the CRA including: Oculina (a luxury condominium located at 3700 Broadway); The Waterway – Phase 1 (a 100+ unit luxury condominium located at 2140 Lakeshore Drive); and, two high-rise multifamily housing developments within the Marina Village Master Plan referred to Element 7 (a multifamily rental development) and Element 8 (a 120-unit multifamily affordable housing development).

City of Riviera Beach – Housing Development activity (by Type) – 2013 to 2021
Source: Palm Beach County Property Appraiser

YEAR BUILT	CONDOMINIUM	MULTIFAMILY < 10 UNITS-COMM ZONING	MULTIFAMILY < 5 UNITS	SINGLE FAMILY	TOWNHOUSE	Grand Total
2013				3		3
2014				4		4
2015				2		2
2016				6		6
2017				9	6	15
2018	58		1	41	7	107
2019				57	24	81
2020	48		2	44	105	199
2021		1	1	45	273	320
Grand Total	**106**	**1**	**4**	**211**	**415**	**737**

Single Family and Townhome Sales Sales City and County (Pre- and Post-Pandemic)

The City's single family median sale price is approximately 20 percent below that of the County. Even at this level of pricing, they are generally affordable to families earning upwards of $100,000 (at 30% income expenditure).

There were very few "arms-length" home sales in the entire City less than $250,000 in 2022.

City of Riviera Beach and Palm Beach County – Single Family Housing Sales (2019, 2022, and YTD 2023)
Source: Palm Beach County Property Appraiser

SF Median Sales Price	2019	2022	2023
City	$ 310,735	$ 343,578	$ 330,348
County	$ 415,000	$ 415,000	$ 415,000
Townhouse Median Sales Price	**2019**	**2022**	**2023**
City	$ 300,990	$ 293,505	$ 311,868
County	$ 410,000	$ 412,000	$ 412,000

3. MULTIFAMILY RENTAL AND COMMERCIAL MARKET OVERVIEW

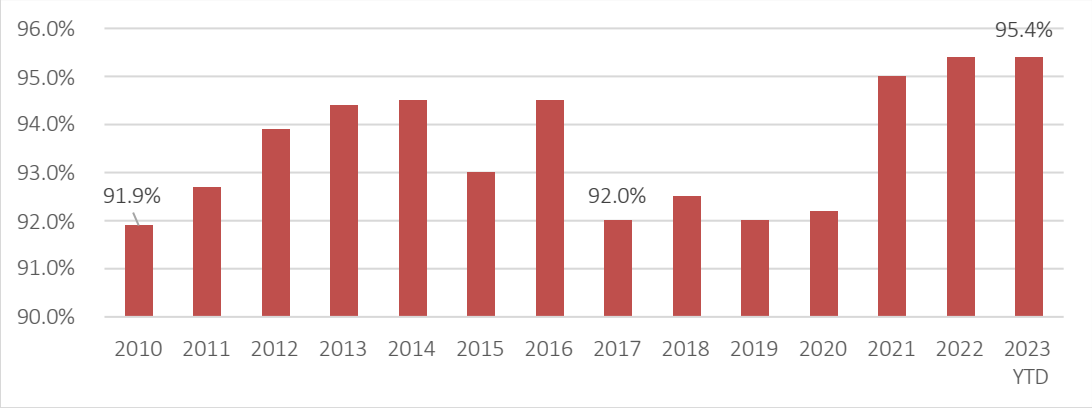
Multifamily Rental Market

The population forecast outlined above provides estimates for housing demand, inclusive of all product types (single-family, townhome, condominium and multifamily rental). The fact is, given land availability

constraints, the vast majority of the City's future housing will be dominated by multifamily product. This includes condominium development, which in all probability will be oriented to the eastern-most coastal areas of the City and, moreover, will be likely marketed to affluent households and of which many will be second homeowners and/or investors. Therefore, for purposes of the Land Use DIA, the assessment of the City's housing conditions, and opportunity focuses intently on multifamily rental which will not only be market-rate but affordable and workforce as well. The assessment herein provides a summary overview of development and performance activity occurring between 2010 and mid-year 2023.

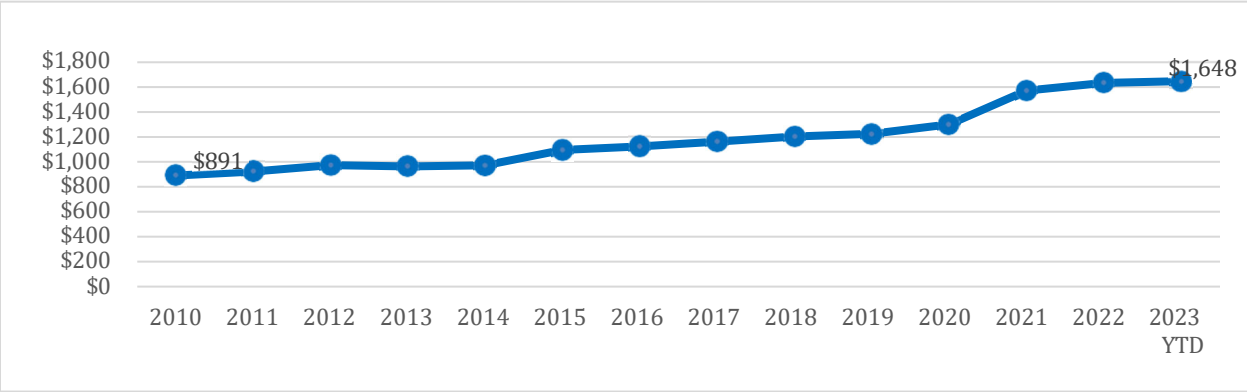
During this period, the development of new multifamily rental apartments in Riveria Beach has been limited. From 2010 to the 2nd Quarter 2023, there were only 105 new units delivered to the multifamily apartment market in Riviera Beach, including 101 units in 2019 and four (4) units in 2020. The lack of new development has helped though, as occupancy rates steadily climbed from 91 percent (in 2010) to more than 95 percent currently, with modest fluctuation occurring prior to and during the pandemic.

City of Riviera Beach – Multifamily Apartment Rental Occupancy Rate Trend – 2010 to Q2 2023
Source: Costar



At the same time, rent steadily increased from $891 in 2010 to $1,648 as of the 2nd Quarter 2023, equal to an annual average annual increase of 5 percent. In spite of this growth, the City's average rental rate remains well below that of the County's $2,258 monthly rent. The City's comparatively modest rental rates has challenged the ability to support new market rate development during the past several years. However, as the market continues to strengthen, the opportunity for new market rate multifamily development steadily improves.

City of Riviera Beach - Multifamily Apartments Average Asking Base Rent, 2010-2nd Quarter 2023
Source: CoStar

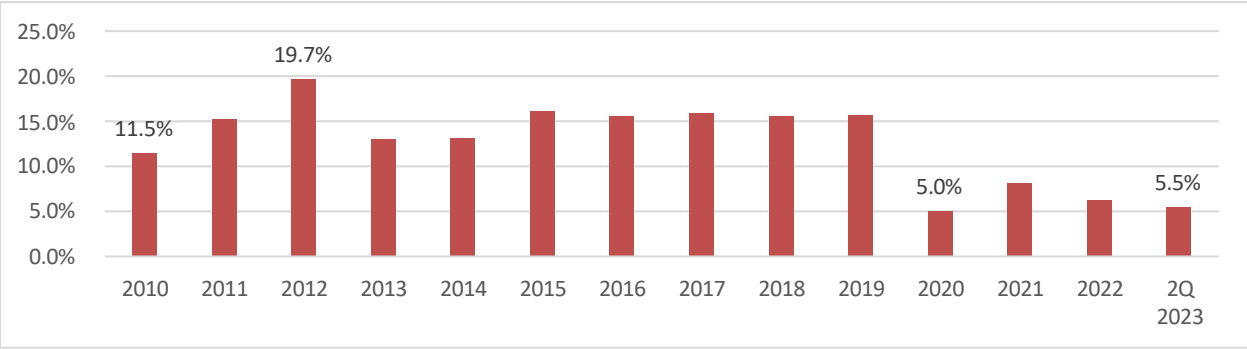


As a matter of fact, the City is currently in the process of supporting new market rate housing opportunities and primarily within the CRA including a joint development/public-private partnership within the Marina Village Master Plan providing for approximately 418 units of market rate rental units, as well as 149 units of affordable/workforce housing. It is also anticipated the continued population/household growth, coupled with on-going strengthening of multifamily housing market Citywide, creates prospects for new multifamily market rate housing will occur throughout other areas of the City.

Office Market Overview

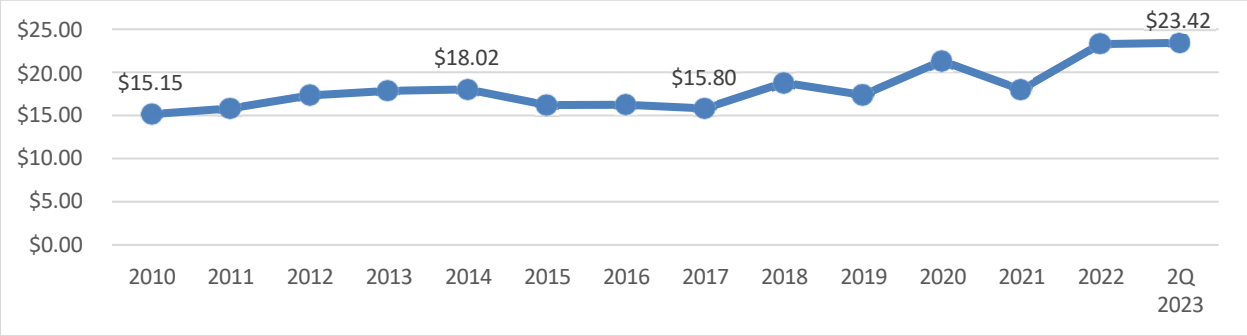
The City of Riviera Beach comprises approximately 520,000 square feet of office space, which is roughly 1 percent of the County's 59 million square feet. There has not been any new office development in the City in nearly 20 years. The limited development has placed pressure on occupancy rates, particularly in the more recent post-pandemic environment where occupancy declined from the mid-80 percent range prior to the pandemic to approximately 95 percent currently. There is less than 50,000 square feet of office space available Citywide. Comparatively, the County's office occupancy currently stands at 89 percent.

City of Riviera Beach - Office Vacancy Rate, 2010-2nd Quarter 2023
Source: CoStar



In tandem with the City's historical occupancy trends, average asking lease rates fluctuated modestly for much of the period between 2010 and 2019, before increasing nearly 10 percent within the two to three years that followed.

City of Riviera Beach - Office Average Asking Base Rent, Riviera Beach, 2010 - 2nd Quarter 2023
Source: CoStar



At 95+ percent occupancy and measurable growth in lease rates, there would be seemingly significant pressure to support new office development within the City. However, there are a few factors affecting the prospects for new office development, at least in the more recent period, including: there is some uncertainty that remains in the post-pandemic world as to how the office market (local, regional, and national) will respond to the emergence of work-from-home or hybrid work-from-home/in-office conditions that resulted from the pandemic; and, the fact that the City's current average lease rate is below $24 per square foot which is quite modest compared to the County's average lease rate of nearly $40 per square foot and a level that is well below that supporting new office construction.

As referenced in the preceding sections highlighting the County's employment characteristics and forecast trends, office using jobs sectors such as Professional and Business Services, FIRE and Information is expected to be among the strongest growth sectors during the foreseeable timeframe. In accordance with office development (additions to supply) projections from Costar/Oxford Economics, the County is anticipating demand for approximately 2 million square feet of office space during the next 5-year period; or, 4 million square feet of space over a longer 10-year timeframe assuming on-going development trends remain relatively unchanged in that extended period. Nonetheless, if the City is able to capture between 1 percent (modest) and 4 percent (upper) of the County's overall forecast supply during the next 10 years, there is potential demand for upwards 160,000 square feet of office space.

City of Riviera Beach – Estimated Office Demand (20 years)

Source: Costar/Oxford Economics; Lambert Advisory

Estimated Office SF Deliveries Palm Beach County (5 Yrs)	
Sq.Ft. by Year	
2024	997,458
2025	155,853
2026	236,497
2027	293,227
2028	320,569
Total	2,003,604

(Source: Costar/Oxford Economics)

Palm Beach County - Office Demand (10 Yrs.)	
Office Sq.Ft. Demand Projection	4,000,000
Avg.Annual	*400,000*

Riviera Beach Capture (10 Yrs.)	
Moderate (1.0%)	**40,000**
Fair Share (2.3%)	**92,000**
Upper (4.0%)	**160,000**

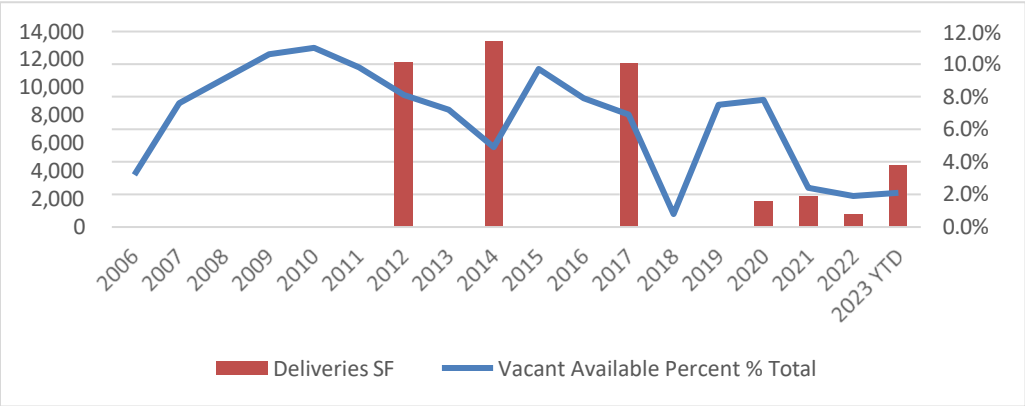
It is important to note, however, that the envelope of office demand established herein does not in any way indicate that the opportunity to push beyond this level is not possible. As the City continues to explore and encourage mixed-use development opportunities and P3 initiatives, the opportunity for capturing larger office tenants is promising and should be considered as part of the longer-term planning for both stand-alone and mixed-use office development.

Retail Market Overview

The City of Riviera Beach retail market total 852,000 square feet, and slightly more than the County's 81 million square feet of total retail space. There has not been only 40,000+ square feet of new retail built since 2010 within 6 different properties and the largest of which is 11,600 square feet, as well as an 8,500 square foot Family Dollar.

City of Riviera Beach – Retail Delivery and Occupancy Trend (2010 to Q2 2023)

Source: Costar



During the past decade, the City's retail market occupancy has remained above 90 percent with a notable tightening to 97+ percent post-pandemic. The scarcity of available retail within the City, though, has not place corresponding pressure on lease rates, with the average NNN[5] lease rate reaching approximately $18 per square foot within the past 12 months which is mor than 40 percent below the County's average asking lease rate of $31+ per square foot, NNN.

Regarding the future outlook for retail development within the City and, particularly as it relates to long-term land use and redevelopment planning, the DIA herein considers a number of factors related to the prospective outlook for retail. First, a benchmark assessment of the City's retail base relative to the County overall is quite low on a per capita basis. Based upon the County's 1.5 million residents, there is a total 73 million square feet of retail space;[6] or, 12.8 square foot per person. At many other municipalities such as Boca Raton, Delray Beach and Boynton Beach, the retail to resident ratio is well above this level. For the City's 38,300 residents, the nearly 880,000 square feet of retail represents 6.5 square feet per capita – half that of the County. Moreover, the differential in retail supply (per capita) applies to all retail goods and services categories – as outlined below.

City of Riviera Beach and Palm Beach County – Estimated Retail Square Feet Per Capita
Source: US Census; Costar

	County	City
Total Population (Est. 2023)	1,500,000	38,300
Est. Retail Total SF (F&B, Shopper's Goods, Convenience)	73,000,000	880,000
Est. Total Retail SF/Resident	**49**	**23**
Est. F&B SF	*6.0*	*3.0*
Est. Shopper's Goods	*16.3*	*7.8*
Est. Convenience	*11.6*	*5.8*
Est. Other	*12.8*	*6.4*

Notable among the City's dearth of retail goods and services is the lack of food stores for a City of this size. As shown below, there is only one large format grocery store in the City, with the balance of food and convenience serviced by smaller specialty stores.

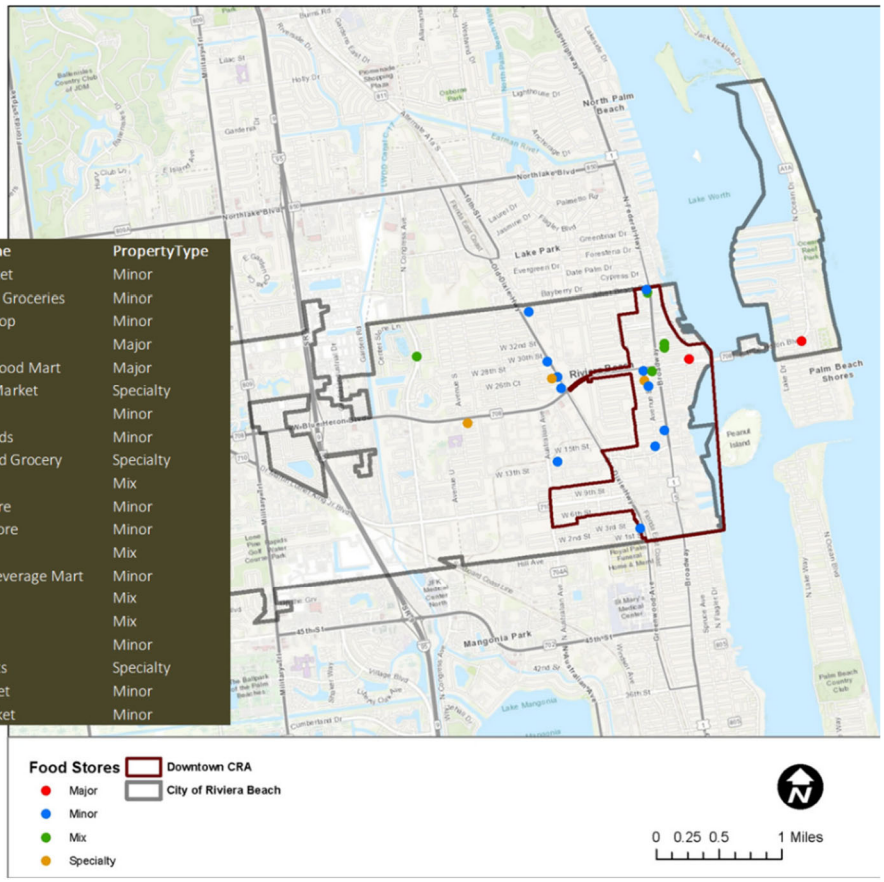
[5] NNN represents the base rent the tenant pays not inclusive of prorate share of property tax, insurance, common are maintenance and other applicable operating costs.

[6] Note: A 10% discount to total Retail SF has been applied to account for non-retail, parking area, etc.
Source: Retail SF – Costar; Population – US Census 2020

City of Riviera Beach – Existing Food Store and Convenience Retail

Source: Costar

Property Address	Property Name	PropertyType
201 Old Dixie Hwy	Old Dixie Market	Minor
2617 Old Dixie Hwy	Riviera Food & Groceries	Minor
2909 Old Dixie Hwy	Riviera Kwik Stop	Minor
228 Blue Heron Blvd	Publix	Major
1245 Blue Heron Blvd	Grator Gator Food Mart	Major
2617 President Barack Obam	Riviera Meat Market	Specialty
1531 Broadway	Food Market	Minor
1160 W 13th St	Max Fresh Foods	Minor
1553 W Blue Heron Blvd	Giant Meat and Grocery	Specialty
2501 Congress Ave	Family Dollar	Mix
2501 Old Dixie Hwy	Tiger Food Store	Minor
1033 Silver Beach Rd	Sunny Food Store	Minor
3701 Broadway	Dollar General	Mix
3707 Broadway	GFH Food & Beverage Mart	Minor
3000 A Broadway	Dollar Tree	Mix
2900 Broadway	Family Dollar	Mix
101 W Blue Heron Blvd	Kwik Stop	Minor
2401 Avenue E	House of Meats	Specialty
2300 Avenue E	B L Food Market	Minor
1361 Avenue E	Avenue E Market	Minor



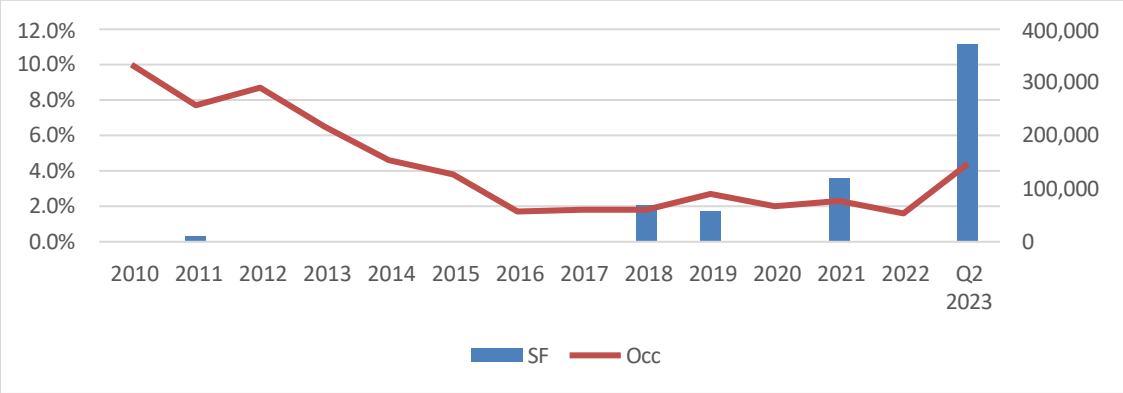
While local and specialty food stores are integral to the fabric of the Riviera Beach resident community, the presence of larger-format stores (i.e. Publix, Whole Foods) can be critical anchors to future retail development that not only serve the City's resident base, but also draws from outside of the community and for which those residents expend additional dollars within other local Riviera Beach businesses. This is of particular importance to the City's endeavors to encourage larger-scale residential and mixed-use development.

From a broader demand perspective relative to the City's Comprehensive Plan, the optimal goal during the planning horizon (through 2040) is to encourage growth of supply to increase to levels closer in line with the County's resident to retail ratio among all goods and service types. Considering this, it's not likely that within a 15+ year timeframe that the City will match the County, planning for an increase in overall supply of 30 percent (or, a retail to resident metric of 30 square feet), retail demand is estimated to be between 250,000 and 350,000 square feet. Importantly, this does not necessarily indicate that this level of demand is accommodated in new supply, as at least some of this demand will be absorbed in the repositioning of existing retail supply that is well beyond its useful life.

Industrial Market Overview

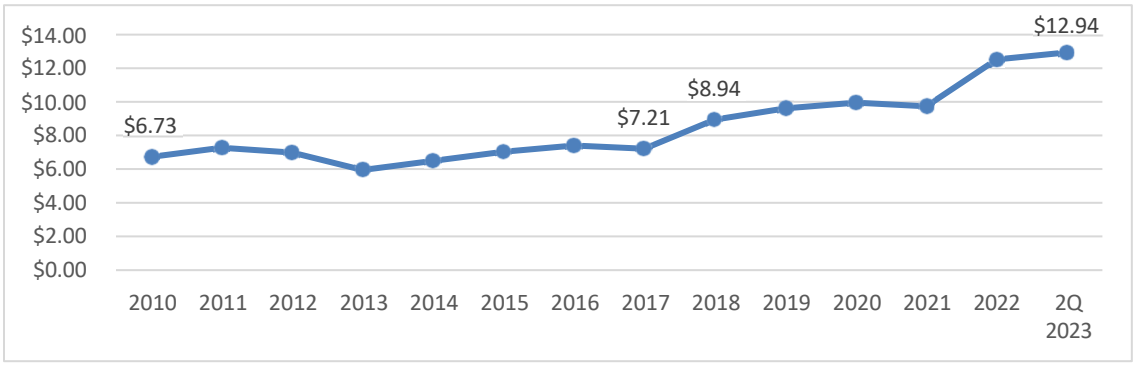
The City of Riviera Beach has 10.1 million square feet of industrial space, which represents 18 percent of the County's total 57 million square feet. This very large proportionate capture of industrial supply is largely attributed to the presence of the Port of Palm Beach and the City's relatively expansive land area dedicated to industrial use. Since 2010, there has been 625,000 square feet of new industrial space delivered in Riviera Beach, compared to 8.1 million square feet for the County; or 8 percent capture. This is well below historical industrial development trends for the City and primarily due to the diminishing availability of industrial land.

City of Riviera Beach - Industrial Development and Vacancy Rate Trend 2010 – Q2 2023
Source: CoStar



The vacancy rate for industrial space in Riviera Beach was at 10.3 percent in 2010, declining every year thereafter to 1.7 percent in 2016. The vacancy rate has remained low, ranging from 1.4 percent to 2.5 percent from 2016 to 2022, with a small increase to 4.4 percent as of the 2nd Quarter 2023. The average asking rental rate for industrial space in Riviera Beach was at $6.71/sq. ft. NNN in 2010, with steady growth during much of the past decade and a post-pandemic spike to nearly $13 per square foot and directly in line with the County overall.

Industrial Average Asking NNN Rent Riviera Beach, 2010-2nd Quarter 2023
Source: CoStar



From a regional perspective, the South Florida regional industrial market is expected to remain very strong. However, as available vacant land in both Miami Dade County and Broward County continue to decline, Palm Beach County is in a strong position to capitalize on this growth and, especially, with the continued investment and expansion within the Port of Palm Beach. Based upon industrial development (additions to supply) projections from Costar/Oxford Economics, the County is anticipating demand for approximately 7 million square feet of industrial space during the next 5-year period; or, 14 million square feet of space over a longer 10-year timeframe assuming on-going development trends remain relatively unchanged in that extended period. Based upon more recent development trends, this would indicate demand for more than 1 million square feet within the City through 2040, which likely exceeds the ability to accommodate this amount of supply given the limited availability of land. Nonetheless, this presents a strong opportunity to not only build new industrial space as available, but further strengthen the existing industrial market and reposition existing facilities that are older and past their useful life.

4. Natural Resources

Water Resources

There are three principal wellfields within the City: 1) along Old Dixie Highway, 2) along Blue Heron Boulevard, east of Congress Avenue, and 3) in the southwestern corner of the City. The extensive conservation areas to the west provide the main recharge for these wellfields. The system provides adequate quality and quantity to serve the existing pattern of development. The City shall continue monitoring nearby landfills and industrial uses and employ strict enforcement of the Countywide Wellfield Protection. See Map on page 19 in the Conservation Element for more information on the wellfield protection zones in the City.

Floodplains and Flood Prone Areas

The City falls within three flood hazard designations. Zones A and V are the most prone areas to flood hazards; Zone B and C are subject to moderate and minimal flood hazards respectively.

Zone A areas are within the 100-year flood zone, where base flood elevations and flood hazard factors have been determined by the National Flood Insurance Program. In Riviera Beach, Zone A encompasses the shores of Lake Worth lagoon including most of Singer Island, most of the mainland area east of Broadway, and scattered areas to the West but particularly along the C-17 Canal. The majority of these areas are also categorized as the Coastal High Hazard Area.

Zone V areas have substantial flood potential due to wave action. They are within the 100-year coastal zone where velocity of wave action, base flood elevations and flood hazard factors have been determined. The Atlantic beaches of Singer Island fall within this category.
Zone B areas are prone to moderate flood hazards and subjected to 100-year flooding with average depths of 1 foot or less.

Zone C areas experience minimal flooding, including the flood zones where the frequency is between 100 and 500 years. A major segment of the City (to the west of Broadway) falls within this category.

Beaches, Estuaries Systems & Wetlands

The Atlantic Ocean beaches on Singer Island are not experiencing erosion or other issues along the southern part of the island, however erosion is occurring north of the County Park in addition to the lack of an adequate dune system. The Lake Worth estuary has extensive vegetation, fish and other wildlife resources. The most significant eco-systems are the mangroves, wetlands and bottomlands in the upper part of the northeastern shoreline, and the manatee sanctuary near the southern City line in the harbor section of the lagoon. The City has utilized various techniques to preserve the mangroves and selected Lake Worth bottomlands; the State's established manatee sanctuary. Palm Beach County and the City possess the required buffering where necessary.

For more information refer to the Coastal Management Element in the Comprehensive Plan.

Soils and Mineral Resources

There are no minerals of commercially extractable value within the City.

Eastern Section: In the urbanized areas of the City, soils consisting of St. Lucie, Paola, and Palm Beach associations are the most predominant. In general, the soils are well-drained. They exhibit a water table below a depth of six feet and are identified by the Soil Conservation Service as possessing minimal limitations for residential and commercial development.

Beach: The beach soils of Riviera Beach consist of pale brown to light gray sand grains of uncoated quarts and are mixed with multicolored, small shell fragments. These soils have definite limitations that restrict their use to recreation, wildlife habitat, water supply, and aesthetic purposes. These limitations include changes in slopes and shape because of the effects of currents, winds and waves.
Western Section: Within the City's central and western areas, and proposed annexation areas, prevailing soil characteristics have a limiting influence upon the intensity and type of future development. Soils include the Myakka, Immokalee, and Bassinger associations. Between Avenue U and Interstate 95 the predominant soil associations are very poorly drained, with portions subject to frequent flooding. Extensive site preparation, including de-mucking and provision of drainage, water supply and sanitary sewer systems must be undertaken prior to development.

The native soil surface of the City is shallow in many areas. The distribution of soils is shown in the soil distribution map.

Hazard Mitigation

Within the City the Fire Rescue Department is responsible for the City's emergency management services. The City follows national standards for all-hazards emergency preparedness, including ensuring that employees with emergency preparedness or recovery duties have National Incident Management System (NIMS) training, which is required by the Federal Emergency Management Agency (FEMA) to ensure that the City is eligible for reimbursement of expenses incurred after an emergency event.

The City ensures that contracts are current for contractors to assist with post-emergency recovery, such as debris removal and required monitoring.

The City has developed, adopted and maintains a Comprehensive Emergency Management Plan (CEMP). The CEMP outlines the framework for the City and community partners to prepare for, prevent, respond to, recover from, and mitigate against all hazards that may severely affect the community. It is the intent of the CEMP to provide a structure for standardizing plans citywide and to facilitate interoperability among local, state, and federal governments. The City also has in place mutual aid agreements with local, regional, and State agencies.

Historic Resources

Riveria Beach is a South Florida city rich with history and culture from the Native Americans, the white settlers who came here from mid 1800s through the present day. Generations of families have called the city home for decades and this long-term community vitality makes the city the thriving cultural jewel that it is today.

Prior to the European and American settlers, several Indian tribes, Tequesta, Ais, Jeagas, and the Seminole, also called this area, now known as Riveria Beach, home. The Glades Indians were hunter gatherers that foraged for fish, shellfish, berries, small game, and roots. Most of the tribes, except for the Seminoles, had disappeared by 1750, more than likely due to diseases brought over by the European settlers like smallpox and influenza. One of the mound sites in Riviera Beach was found in 1914 by resident, Charles N. Newcomb. It was 150 ft wide, 10 feet high and more than a mile long. The mound's complex extended from the lakefront across what is now Broadway between 11th and 12th streets, to the west side of Avenue E (History of Riviera Beach). Charles Newcomb sent detailed descriptions and sketches of this mound site to The Smithsonian Institution in Washington D.C.

In 1881 Frank Dimick bought 80.24 acres for $93.30 from the U.S. Government. This 80.2 acres is the original town site of Riveria Beach. Mr. Dimick did not homestead the land and sold it vacant to Allen E. Heyser in 1882. Heyser and his wife eventually built the hotel, Oak Lawn Hotel. The hotel was on the lakefront, now 10th Street. During this time, Riviera Beach was named Oak Lawn after this hotel and included the neighborhood Sherman's Point, just south of the present Blue Heron Bridge, and extended farther south to the City's boundary line (History of Riviera Beach). Riviera Beach's settlers were not only white, but also African American and Bahamian during the late 1800s. The black settlers were vegetable farmers, fisherman, laborers, and service workers employed by the resorts in the area. The Bahamian fisherman and their families made Singer Island their home at first. In 1919 most of them moved west into the town center and became "a significant political force" (Penders, 1994).

In 1893, Oak Lawn became Riviera by Allen E. Heyser, and the Oak Lawn Hotel became Riveria Hotel. Named after the French Riviera because of the tropical beauty of the region. There were high hopes for Riviera to become a bustling and profitable winter resort town. In 1910, Charles Newcomb purchased 200 acres with the intention of attracting residents to his winter resort community. The site was cleared, and roads were paved. On September 29, 1922 Riviera was incorporated. However, as fate would have it, the "great expectations for prosperity and growth came to a halt for three reasons: the destructive 1928 hurricane, the collapse of the land boom in South Florida, and the beginning of the Great Depression" (Penders, 1994). Between the 1930s-1940s Riviera lost population and was a small, sleepy town. In 1940 the City purchased 1,000 feet of beach on Singer Island. This land acquisition led to further growth from tourism and eventually the incorporation of the south end of Singer Island. In 1941 Riveria was officially renamed Riviera Beach. By the 1950s through the 1970s Riveria Beach grew in population due to white, winter residents drawn by the development of Singer Island. The development of an Industrial Park at Old Dixie Highway and Blue Heron Boulevard attracted more Industrial Businesses to the city. In 1950, the population was 4,065, by

1970 the population grew to 21,449 (Penders, 1994). During the 1950s the African American population saw a large increase changing the racial composition of Riveria Beach, Palm Beach County was segregated. 18 Cities in the county prevented African Americans from living in those cities by law. Riviera Beach allowed African Americans but only in areas designated "Negro residential areas" by City Ordinances (Penders, 1994). These residential areas were located west of the Florida East Coast Railroad (FEC). Employment, education, and housing opportunities were also segregated. Despite segregation, in 1962 the City's first black Councilman, F. Malcom Cunningham was elected to an all-White City Council. Councilman Cunningham was the first black elected official in the South since Reconstruction. In 1971, he becomes the City's first black attorney.

The 1970s saw racial turmoil in the City's schools despite the first black majority City Council in the State of Florida, race riots broke out at Suncoast High School. School desegregation sends black students from an all-black Kennedy High School to then all-white Riveria Beach High School, which is renamed Suncoast.
The 1980s brought in a calmer period in the city and brought further growth and expansion. For the first time in 1983 the City's budget exceeded $10 million. The newly expanded Riviera Beach Marina hosted the Palm Beach Boat Show. Congress Parks opens new Western Developments that would later become Thousand Oaks, Villa Rosa and Sonoma Bay. During this period the Sea Turtle Conservation League of Singer Island was founded. This stretch of beach contributes to South Florida's second highest turtle-nesting count in the world behind Oman.

In 2010 the municipal Beach redevelopment was completed and attracts beach sports tournaments. Soon after, the redo of A1A began and the Next Generation Clean Energy Center Opens. The City is still seeing investment and will have to continue to invest in infrastructure, communities, local businesses, and education to keep Riviera Beach a viable destination for current residents, tourists and new residents.

5. Infrastructure

Potable Water

According to the 2022 City of Riviera Beach Utility Special District (RBUSD), Water Supply Facilities Work Plan, "the City has established the goal of modernizing its water treatment system by migrating from the use of lime softening to membrane technology. While membrane technology represents the best available technology that can produce a finished water of superior quality, the process inherently requires approximately 15 percent more raw water supply that its current lime softening process. Consequently, an increased permitted allocation is required to maintain an adequate supply of raw water to maintain current demands utilizing the more advanced membrane technology. To meet the long-term water supply demand, it is anticipated that the City will be required to diversify its supply to additionally develop the brackish Floridan aquifer to supplement its existing surficial supply. Consequently, a permit renewal process is underway to secure the future water supplies required for the next 20-years (minimum) period and establish the allocation from each source that will be available in the city." Currently the maximum permitted allocation from the South Florida Water Management District under the Water Use Permit No. 50-00460-W is 9.08 million gallons per day (MGD). Once the lime softening plant is replaced with the membrane technology, RBUSD intends increase the maximum use of the SAS allocation to 9.26 (MDG). The average of RBUSD per capita water demand for the past five years (2017-2021) is 197 GPCD, and this number is used for the future demand projections.

For further detail and analysis of water demand and allocation, please refer to the 2022 RBUSD Water Supply Facilities Work Plan. See the Infrastructure Element for more information on the City's potable water supply and system and Conservation Element for more information on ground water and surface water.

Wastewater

The City of Riveria Beach Utility District (CRBUD) is responsible for producing and distributing safe drinking water and sewage collection throughout its service area. The CRBUD owns, operates, and maintains water and wastewater facilities that serve the corporate limits of the City of Riviera Beach, the town of Palm Beach Shores, a portion or the City of West Palm Beach, and unincorporated Palm Beach County land in the Gramercy Park area. The wastewater system depends on gravity to move effluent from homes and businesses to the lift stations.

The City's adopted LOS is to provide a capacity of 135 gallons per person per day. The city is currently using 67% of its 8MGD allocation at the regional sewer. All areas are served by adequate sewer trunk lines, force mains and lift stations. The City of Riviera Beach will continue to provide collection of wastewater services to the residents and business properties in the City during the next planning horizon and Broward County will continue to provide both collection services and treatment of wastewater for the City through the Large User Agreement during the next planning horizon. No wastewater concurrency deficiencies are identified. The Sanitary Sewer Sub-Element projects sufficient capacity during the planning period to accommodate growth.

Stormwater Management and Drainage

The City of Riviera Beach will continue to mandate its adopted stormwater LOS for site development; South Florida Water Management District (SWFMD) regulations require that developments cannot add to the regional drainage system needs beyond those of the property in its undeveloped condition. Through continued enforcement, adequate stormwater facilities/capacity will be available. The City shall continue to improve its existing stormwater system. No stormwater management concurrency deficiencies are identified for the planning period. See the Stormwater Management Sub-Element for more information and data.

Solid Waste

See the Solid Waste Sub-Element for more information.

Transportation

The City constitutes several major transportation routes including Interstate 95, Beeline Highway (S.R. 710) and U.S. 1 (S.R. 5). The roadway system adequately serves the existing pattern of development. The coastal

orientation of the City provides marine access from both the Atlantic Ocean and the Intracoastal Waterway. The Port of Palm Beach is located in the southeastern portion of the City and includes channel entrance 25 to 35 feet deep and 300 to 400 feet wide. The industrial segments of the economy are served by the Seaboard Coast Line Railroad and the Florida East Coast (FEC) Railway. See the Transportation Element for more transportation.

Park and Recreation

See the Recreation and Open Space Element for more information.

Public Schools

Public schools are provided by the School Board of Palm Beach County, Florida. The following Palm Beach County public schools are located within the City:

Elementary Schools
Riviera Beach Elementary School
Lincoln Elementary School
Washington Elementary School
Dr. Mary Mcleod Bethune Elementary School

Middle Schools
John F. Kennedy Middle School

High Schools
Suncoast Community High School
Inlet Grove Community High School

See Public School Element for more information.

Capital Improvements

The City prepares a 5-Year Schedule of Capital Improvements associated with the City's annual budget. The 5-Year Schedule of Capital Improvements is included in the Capital Improvements Element and is based on the City's need to maintain and modernize its existing public facilities and infrastructure. See the Capital Improvements Element for more information.

6. Resiliency Planning

The City is incorporating various resilience policies throughout this Comprehensive Plan update. These policies will reflect forecasted impacts from climate change as well as an understanding of the City's

vulnerabilities and risks from environmental, social, and economic perspectives. These policies will be action-oriented and prioritize multi-disciplinary approaches to increasing resilience to changing weather patterns and sea level rise as well as social and economic stressors. See the Conservation Element for more information.

City of Riviera Beach

Comprehensive Plan

Housing Element

DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

May 2023

DATA INVENTORY AND ANALYSIS

PURPOSE

The purpose of the Housing Element is to provide guidance for development of appropriate plans and policies to meet identified or projected deficits in the supply of housing for moderate income, low income and very-low-income households, community residence, foster care facilities and households with special housing needs. These plans and policies address government activities, as well as provide direction and assistance to the efforts of the private sector.

HOUSING INVENTORY

Information from the U.S. Census Bureau and the Florida Housing Data Clearinghouse (Shimberg Center) has been used to provide many of the following comparative characteristics between Riviera Beach and Palm Beach County as this is the best available data.

Housing Type: Residential use is a major development characteristic of Riviera Beach. The 17,676 total housing units reported for the City in 2021 comprised 2.5 percent of the Palm Beach County's total housing stock of 702,877 reported units. As of August 2021, there were approximately 2,329 acres that had existing land use of residential. This represents approximately 36.61% percent of the City's 6,128 total land area acres.

The 2017-2021 American Community Survey ACS determined approximately 43.7 percent (7,723 units) of housing units in Riviera Beach were multi-family (2 or more), while single-family homes made up 53.3 percent (9,428 units) of the City's housing stock. The same survey by the Census Bureau identified 2.3 percent (525) of housing units in Riviera Beach were mobile home and other units. Total units and the percentage of housing inventory by type of unit are shown in Table 3-1.

Table 3-1
Dwelling Units by Structure Type, 2017-2021

Units in Structure	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
Single family (detached)	7,594	43%	322,681	45.9%
Single family (attached)	1,834	10.4%	77,831	11.1%
Multi-family, 2 units	842	4.8%	19,241	2.7%
Multi-family, 3-4 units	1,296	7.3%	45,220	6.4%
Multi-family, 5-9 units	631	3.6%	44,347	6.3%
Multi-family, 10-19 units	991	5.6%	44,847	6.4%
Multi-family, 20+ units	3,964	22.4%	130,025	18.5%
Mobile home or trailer	466	2.6%	18,374	2.6%
Other	59	0.0%	311	0.0%
Total	**17,676**	**100%**	**702,877**	**100%**

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates.

Housing Tenure: Housing tenure refers to the occupancy of a unit, either owner-occupied or renter-occupied. Based on the 2017-2021 from the ACS, 53.1 percent of households in Riviera Beach were owner-occupied, compared to 69.4 percent for Palm Beach County. Renter occupied households comprised 46.9 percent of all households, compared to 30.6 percent for Palm Beach County. Housing tenure characteristics are detailed in Table 3-2.

Table 3-2
Households by Tenure, 2017-2021

Household Status	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
Owner	7,098	53.1%	403,453	69.4%
Renter	6,279	46.9%	177,666	30.6%
Total	**13,377**	**100%**	**581,119**	**100%**

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates.

Housing Vacancy: Table 3-3 shows the housing vacancy characteristics for Riviera Beach and Palm Beach County as reported in the ACS 2017-2021. Accordingly, 4,299 housing units out of a total of 17,676 total housing units in Riviera Beach were vacant, equal to a vacancy rate of 24.3 percent. Comparatively, the vacancy rate in Palm Beach County is 17.3 percent. Among all vacant units in Riviera Beach, approximately 61.4 percent is attributed to seasonal residents, which equals 14.95 percent of the City's housing. If units which had been rented or sold that were awaiting occupancy and units held for occasional/seasonal use were eliminated from this figure, Riviera Beach's vacancy rate is 33.1 percent.

Table 3-3
Housing Vacancy, 2017-2021

Vacancy Status	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
For Rent	478	11.0%	14,130	11.0%
For Sale Only	230	5.3%	6,466	5.3%
Rented or Sold, Not Occupied	224	5.2%	7,765	6.3%
For Seasonal, Rec. or Occasional Use	2,642	61.4%	78,015	64%
For Migrant Workers	0	0.0%	196	2.0%
Other Vacant	725	16.8%	15,186	12.4%
Total	**4,299**	**100%**	**121,758**	**100%**
Total Housing Unit	**17,676**		**702,877**	
Total Occupied	**13,377**		**581,119**	

Source: Shimberg FHDC based on U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates.

Housing Age: The age of housing stock in Riviera Beach is generally older, with 48.9 percent built before 1980. Table 3-4 lists the age of housing structures reported by the U. S. Census Bureau. It shows that over 35.8 percent of the housing stock was built in the 1960's and 1970's.

Table 3-4
Age of Housing Structures 2017-2021

Year Built	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
2020 or after	48	0.3%	1,228	0.2%
2010-2019	520	2.9%	40,629	5.8%
2000-2009	3,929	22.2%	111,678	15.9%
1990-1999	2,175	12.3%	116,884	16.6%
1980-1989	2,357	13.3%	189,396	26.9%
1970-1979	3,551	20.1%	132,092	18.8%
1960-1969	2,777	15.7%	55,581	7.9%
1950-1959	1,912	10.8%	35,654	5.1%
1940-1949	191	1.1%	8,132	1.2%
1939 or earlier	216	1.2%	11,603	1.7%
Median Age of Structures	39-48 Years			
Total	**17,676**	**100%**	**702,877**	**100%**

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimate

Monthly Housing Rent: Table 3-5 compares the monthly gross rents for specified renter-occupied housing units in the City of Riviera Beach with those for Palm Beach County in 2021. The median rent paid by Riviera Beach households in 2021 was $1,275 per month, compared to a countywide median rent of $1,534. Statewide, the median rent for a renter occupied household was $1,189. Rents in the City of Riviera Beach are lower than in the County as a whole. In Palm Beach County and the surrounding metro area, the HUD Fair Market Rent in 2021, representing rent for a typical modest apartment, was $983 for a studio apartment, $1,180 for a one- bedroom, $1,468 for a two-bedroom, $1,984 for a three-bedroom, and $2,387 for a four-bedroom unit. Municipality-specific information is not available.

Table 3-5
Monthly Gross Rent, Renter-Occupied Housing Units, 2017-2021

Occupied Units Paying Rent	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
Less than $500	302	4.9%	5,067	3.0%
$500-999	1,422	23.2%	20,234	11.8%
$1,000-$1,499	2,206	36.0%	56,506	33.1%
$1,500-$1,999	1,808	29.5%	52,299	30.6%
$2,000-$2,499	242	3.9%	20,981	12.3%
$2,500-$2,999	107	1.7%	8,203	4.8%
$3000 or more	47	0.8%	7,498	4.4%
Total	**6,134**	**100%**	**170,788**	**100%**
Median Rent/Month	**$1,275**		**$1,534**	
Occupied Units Not Paying Rent	**145**		**6,878**	

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates Selected Housing Characteristics (DP04)

Housing Value: Based on figures from the US Census for Palm Beach County, the median home value for an owner-occupied home in 2021 was $316,600, which is approximately 33 percent higher than the median value of an owner-occupied home in Riviera Beach at $237,600. Statewide, the average value of a single-family home in Florida in June 2021 was $309,400 - $351,000. Table 3-6 shows the value of owner-occupied housing units in the city as reported by the U.S. Census Bureau.

Table 3-6 shows the value of owner-occupied housing units in the City as reported by the U.S. Census Bureau.

Table 3-6
Median Home Value of Owner-Occupied Housing Units, 2017-2021

Value of Owner-Occupied Units	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
Less than $50,000	387	5.5%	16,343	4.1%
$50,000-$99,999	956	13.5%	24,049	6.0%
$100,000-$149,999	612	8.6%	28,069	7.0%
$150,000-$199,999	702	9.9%	37,885	9.4%
$200,000-$299,999	2,258	31.8%	82,701	20.5%
$300,000-$499,999	1,208	17.0%	125,243	31.0%
$500,000 or more	975	13.7%	89,163	22.1%
Total	**7,098**	**100%**	**403,453**	**100%**
Median Value	**$237,600**		**$316,600**	

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates Selected Housing Characteristics (DP04)

Median Sales Price: In 2021, the median sales price for a single-family home in Riviera Beach was $225,000, more than triple the median sale price of $74,548 in 2013 - at which time the housing market was "bottoming out" after the Great Recession. The median sales price of condominium in Riviera Beach was $446,608 in 2015, in 2021 the median sale prices was $553,000 a 24 percent increase since 2015. Table 3-7 charts the median sales price of single-family homes and condominiums in Riviera Beach.

Table 3-7
City of Riviera Beach, Median Home Sales Prices for Existing Homes, 2013-2021

Year	Single Family	Yearly Change	Condominium	Yearly Change
2013	$74,548	15%	$442,657	
2014	$85,995	6%	$435,708	-2%
2015	$90,753	12%	$446,608	3%
2016	$101,775	20%	$419,256	-6%
2017	$121,803	20%	$442,921	6%
2018	$145,914	20%	$453,955	2%
2019	$187,868	29%	$440,481	-3%
2020	$248,879	32%	$554,755	26%
2021	**$225,000**	-10%	**$553,000**	0%

Source: Shimberg FHDC based on County Property Appraiser tax rolls and Florida Department of Revenue, Sales Data File

Monthly Owner-Occupied Costs: According to the US Census, in 2021 the total number of owner-occupied housing units in Riviera Beach 50.7% (3,599 units) were mortgaged and 49.3 percent (3,499 units) were not mortgaged. Table 3-8 shows the monthly owner costs of owner-occupied housing units in Riviera Beach with comparison for Palm Beach County. In Riviera Beach, 9.8 percent of mortgaged units pay over $3,000 in monthly costs, compared to 18.3 percent in Palm Beach County.

Table 3-8A
Monthly Costs of Mortgaged Owner-Occupied Housing Units, 2017-2021

Monthly Costs of Owner-Occupied Units	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
Mortgaged Units				
Less than $500	20	0.6%	1,434	0.7%
$500-$999	444	12.3%	17,204	8.0%
$1,000-$1,499	968	26.9%	45,367	21.0%
$1,500-$1,999	917	25.5%	49,388	22.9%
$2,000-$2,499	582	16.2%	39,287	18.2%
$2,500-$2,999	314	8.7%	23,668	11.0%
$3,000 or more	354	9.8%	39,596	18.3%
Total	**3,599**	**100%**	**215,944**	**100%**
Median Cost/Month	**$1,686**		**$1,945**	

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates

Table 3-8B
Monthly Costs of Non-Mortgaged Owner-Occupied Housing Units, 2017- 2021

Monthly Costs of Owner-Occupied Units	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
	Non-Mortgaged Units			
Less than $200	368	10.5%	8,356	4.5%
$200-$349	653	18.7%	17,852	9.5%
$350-$499	813	23.2%	39,020	20.8%
$500-$699	476	13.6%	41,597	22.2%
$700-$999	271	7.7%	27,041	14.4%
$1000-$1,299	918	26.2%	53,643	28.6%
Total	**3,499**	**100%**	**187,509**	**100%**
Median Cost/Month	**$577**		**733**	

Source: U.S. Census Bureau 2017-2021 ACS 5-Yr Estimates

AFFORDABLE HOUSING NEEDS

Cost Burden: Cost-burdened households pay more than 30 percent of income for rent or mortgage costs. Data for this section has been supplied by the Florida Housing Data Clearinghouse. Table 3-9A indicates that 24.8 percent (1,759) homeowner households within Riviera Beach paid more than 30% of income for housing compared to 19.9 percent of Palm Beach County households that paid more than 30% of income for housing. According to U.S. Census figures (Table 3-9B), for renter households the cost burden is even greater with 63.5% of these households paying over 30% of their income for housing in Riviera Beach, compared to 59.7% in Palm Beach County. In addition, according to the U.S. Census Bureau, the 2021 median household income in Riviera Beach was less than Palm Beach County ($51,118 compared to $70,002).

Table 3-9A
Owner Costs as a Percentage of Household Income, 2017-2021, 5-year Estimates

	NO COST BURDEN				COST BURDEN				NOT COMPUTED		TOTAL
	With Mortgage, less than 30%		Without Mortgage, less than 30%		With Mortgage, more than 30%		Without Mortgage, more than 30%				
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	
Riviera Beach	1,840	25.9%	2,610	36.8%	1,759	24.8%	744	10.6%	145	2.0%	**7,098**
Palm Beach	134,625	33.4%	143,569	35.6%	80,144	19.9%	39,963	9.9%	5,152	1.2%	**403,453**

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Table 9B
Gross Rent as a Percentage of Household Income, 2017-2021, 5-Year Estimates

	NO COST BURDEN		COST BURDEN		NOT COMPUTER		TOTAL
	Less than 30%		30% or More				
	Number	Percentage	Number	Percentage	Number	Percentage	
Riviera Beach	2,166	34.5%	3,770	60.0%	343	5.5%	6,279
Palm Beach	67,562	38.0%	100,037	56.3%	10,067	5.7%	177,666

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Household Income: In Table 3-10, household income is measured as a percentage of the median income for the County or area, adjusted for size. Of the 11,944 households identified by the U.S. Census Bureau in Riviera Beach in 2021, 2,083 households were both cost-burdened and in the very-low-income bracket and 1,985 households were both cost-burdened in the low-income bracket.

Table 3-10
Amount of Income Paid for Housing
Household by Cost Burden, 2021

Extent of Cost Burden on Riviera Beach Households	Household Income as a % of AMI					
	0%-30%	30.1%- 50%	50.1%-80%	80.1-120%	120%+	
	Very low	Low	Moderate	Above Moderate	High	Total
No cost burden (less than 30%)	255	450	1,241	784	3,949	**6,679**
30% to 50% cost burden	259	656	784	338	358	**2,395**
50% or more cost burden	1,569	879	329	46	47	**2,870**
Total	**2,083**	**1,985**	**2,354**	**1,168**	**4,354**	**11,944**

Source: Shimberg FHDC based on U.S Census Bureau 2015-2019 ACS 5-Yr Estimates

HOUSING CONDITIONS

Substandard Housing: Individual housing units may be considered substandard if the unit lacks complete plumbing for exclusive use of the residents, lack of complete kitchen facilities, lack of central heating, and overcrowding. The U.S. Census Bureau provides data regarding these interior conditions of the housing stock. Table 3-11 contains a summary of the measures of substandard housing conditions for Riviera Beach and Palm Beach County in 2019. In 2021, the American Community Survey 5-Year Estimates indicated that out of 13,377 occupied housing units, 12,811 housing units (95.8 percent) in Riviera Beach were statistically overcrowded or severely overcrowded, meaning they housed more than one person per room. The countywide percentage was 99.1 percent.

Table 3-11
Condition of Housing Stock Summary, 2017- 2021

Condition	Riviera Beach		Palm Beach	
	Number	Percent	Number	Percent
Total Occupied Housing Units	**13,377**		**581,119**	
Lacking complete plumbing facilities	48	0.4%	1,529	0.3%
Lacking complete kitchen facilities	88	0.7%	3,813	0.7%
Lacking telephone service	201	1.5%	6,418	1.1%
Overcrowded units	12,811	95.8%	562,442	96.8%
Severely overcrowded units	566	4.2%	18,677	3.2%
Total Occupied Units w/ Substandard Conditions	**702**	**5.3%**	**24,019**	**4.2%**

Source: U.S. Census Bureau SELECTED HOUSING CHARACTERISTICS FOR OCCUPIED HOUSINGUNITS 2017-2021 American Community Survey 5-Year Estimates.

Subsidized Housing: Chapter 163.3177(f), F.S. requires local housing elements to provide an inventory of renter-occupied housing developments currently using federal, state, or local subsidies. The following table provides an inventory of federal, state, and/or local assisted rental housing within Riviera Beach. The table 3-12 shows a total of 7 properties, combining for 926 units with rent and/or income restrictions.

Table 3-12
Assisted Housing
Inventory 2021

Development Name	Street Address	City	Assisted Units	Target Population
Berkeley Landing	3100 & 3124 Broadway	Riviera Beach	110	Family; Link
Heron Estates Family	W. 17th Court & N. Congress Avenue	Riviera Beach	79	Family; Link with Persons with Disabilities
Heron Estates Senior	2003 West 17th Street	Riviera Beach	101	Elderly; Family; Link
Indian Trace Apartments	1000 INDIAN TRACE CIR.	Riviera Beach	330	Family; Link
Poney Martin Group Home	NE Corner of NW 6th Ave & MLK Jr Blvd	Riviera Beach	6	Persons with Disabilities
Stonybrook Apartments	1555 MARTIN LUTHER KING JR BLVD	Riviera Beach	216	Family
Villa Franciscan	2101 AVENUE F	Riviera Beach	84	Elderly
TOTAL			**926**	

Source: Florida Housing Data Clearinghouse (Shimberg Center) 2017-2021 American Community Survey 5-Year Estimates

Community Residential Facilities: Chapter 163.3177(f), F.S. requires local housing elements to provide an inventory of community residences licensed by the Florida Department of Children and Family Services. A "community residential home" means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Family Services. According to www.FloridaHealthFinder.gov, there are 5 assisted living facilities. A profile of these facilities including the number of licensed beds for each, is detailed below.

Table 3-13
Community Residential Facilities

License Number	Facility Type	Name	Street Address	City	Licensed Beds
11586	Assisted Living Facility	A SECOND HOME OF RIVIERA BEACH INC	120 W 22ND ST	RIVIERA BEACH	4
6906739	Adult Family Care Home	DUNN VIVILYN	411 W 30TH ST	RIVIERA BEACH	5
6906997	Adult Family Care Home	JACKSON CORINE P	240 W 29TH ST	RIVIERA BEACH	5
13769	Assisted Living Facility	LOVING CARE SENIOR SERVICES	124 W 13TH ST	RIVIERA BEACH	5
12054	Assisted Living Facility	MOORE CARE ASSISTED LIVING FACILITY LLC	1291 W 32ND ST	RIVIERA BEACH	10

Mobile Homes: Chapter 163.3177(f), F.S. requires local housing elements to provide an inventory of existing mobile home. The City has four (4) mobile home parks; Cooks Cottage Court, Ocean Tide Of Riviera Beach Mobile Home Park, Palm Lakes Estates North, Palm Lakes Estates South. The 2017-2021 ACS estimates there are 465 mobile home units in the City.

Farmworker Housing: There are no rural or farmworker households within the City.

NEEDS ASSESSMENT

Population Projections: Chapter 163.3177(f), F.S. requires that an affordable housing assessment be performed.

Palm Beach County Planning, Zoning and Building Division released population projections for each municipality in 2023. The data suggests that from 2022-2050, the population of Riviera Beach will increase a total of 45,352, with an annual average growth rate of 0.49% of the total population growth of 6,574 projected for Riviera Beach, Table 3-12 illustrates the population projections from 2022 to 2050 prepared by the Palm Beach Planning Division (PBCPD)

Table 3-14
Population Projections by Age Group, 2022-2050

Year	2022	2025	2030	2035	2040	2045	2050
Riviera Beach	38,778	40,152	41,557	42,500	43,394	44,317	45,352

Source: Palm Beach Planning Division (PBCPD) 2023.

Although the City is expected to have an adequate supply of existing and newly constructed residential units to meet future demand, some of the households will be faced with a cost burden. The following tables provide a more detailed needs assessment as supplied by the Florida Housing Data Clearinghouse.

Affordable Housing Demand: Table 3-15 presents the very-low-, low-, and moderate-income housing needs estimates and projections through 2040.

Table 3-15
Projected Affordable Housing Need, by Tenure and Income,
Riviera Beach, 2010-2040

Number of Severely Cost-Burdened Housholds (50%+) with Income Less than 80% AMI						
Owner-Occupied Households						
HH Income as a % of AMI	2010	2020	2025	2030	2035	2040
30% AMI or less	501	588	630	670	712	752
30.1%-50% AMI	648	759	813	865	922	970

SUMMARY TRENDS & CONCLUSION

The issue of affordable housing within the City, and throughout Palm Beach County, has for many years been a relevant issue affecting the broader resident community. Prior to this analysis, the City of Riviera Beach last completed its Housing Element for the Comprehensive Plan in 2000.

As shown below, housing units increased 17% in the city since 2017. Housing status changes were minimal as home ownership went from 53.5% to 53.1%.

Table 3-17
Housing Status (HE 2017 vs. HE 2021)

Household Status	2017	2021	% Change
Owner Occupied	6,112	7,098	0.4%
Renter Occupied	5,322	6,279	-4%
Owner Occupied %	**53.5%**	**53.1%**	0.4%
Total	**11,434**	**13,377**	**85%**

Table 3-18
MEDIAN HOME OWNER VALUE & RENTAL RATES (HE 2017 vs. HE 2021)

Value of Owner-Occupied Units	2017	2021	% Change
< $50,000	694	387	-11%
$50,000 - $99,999	1,395	956	-9%
$100,000 - $149,999	837	612	5%
$150,000 - $199,999	911	702	-5%
$200,000 - $299,999	1,151	2,258	13%
$300,000 - $499,999	544	1,208	8%
$500,000 or more	324	975	3%
Median Value	**$156,300**	**$237,600**	**66%**
Monthly Gross Rent	2017	2021	% Change
< $500	337	302	2%
$500 - $999	1,694	1,422	-10.0%
$1,000-$1,499	2,060	2,206	-5%
> $1,500	989	2,204	-16%
Median Rent/Month	**$1,111**	**$1,275**	**74%**

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

City of Riviera Beach

Comprehensive Plan

Infrastructure Element

DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

February 2024

Infrastructure Element

Introduction

The purpose of the Infrastructure Element is to identify and provide public facilities and services to accommodate the future population projections and development patterns envisioned within the Future Land Use element of the City of Riviera Beach Comprehensive Plan. The objective of the Infrastructure Element Data Inventory and Analysis Report is to record and evaluate the following:

- Sanitary sewer,
- Solid waste,
- Stormwater,
- Potable water,
- Natural groundwater aquifer recharge resources

This information serves as the foundation for goals, objectives, and policies prepared to guide future development within the City of Riviera Beach.

Data and Analysis Requirements

Data and analysis for each of the five sub-sections contained within the Infrastructure Element is provided below in the following order: sanitary sewer, solid waste, potable water, natural groundwater aquifer recharge areas, and drainage.

The City is currently in the process of redeveloping the area, targeting a higher density mix of residential, commercial, office, and recreational uses, that require the City to allow for a range of housing options. However, all future developments regarding land use planning and the issuance of development orders and permits in the City are required to consider the availability of public facilities and services necessary to support such development at the adopted level of service (LOS) standards concurrent with the associated impacts. If it is determined that any proposed development may potentially cause adverse impacts to the City's current or future infrastructure, the applicant will be required to mitigate the impacts that result in the City's system not being able to meet the established level of service.

Sanitary Sewer

The City's sanitary sewer system is comprised of 51 City-owned lift stations (LS) and approximately 35 privately-owned pump stations. The sanitary sewer system consists of 169 miles of gravity sewer and 37 miles of force main network. The wastewater collection and transmission system receive wastewater from the City of Riviera Beach, Town of Palm Beach Shores, the Town of Magnolia Park, the Port of Palm Beach and Florida Power and Light.

Treatment System and Geographic Service Area

The City is served by the East Central Regional Water Reclamation Facility (ECRWRF). The ECRWRF is owned and operated by Palm Beach County; however, the transmission infrastructure is owned and maintained by the City.

The ECRWRF is located at 4375 Easley Drive in West Palm Beach. The ECRWRF was constructed in 1978 and handles the demand generated by commercial, business, and residential properties in the City. The ECRWRF has a design flow capacity of 70 million gallons per day (MGD) and is currently operating at approximately 70 percent of its capacity. Riviera Beach is allocated an estimated 8 percent of the ECRWRF operational use.

Land Uses Served

The ECRWRF serves multiple land uses throughout the City. The majority of land uses served are residential, which accounts for approximately 37.9 percent of the City's land area. Other major land uses served include institutional (6.5 percent) and commercial (6.2 percent)

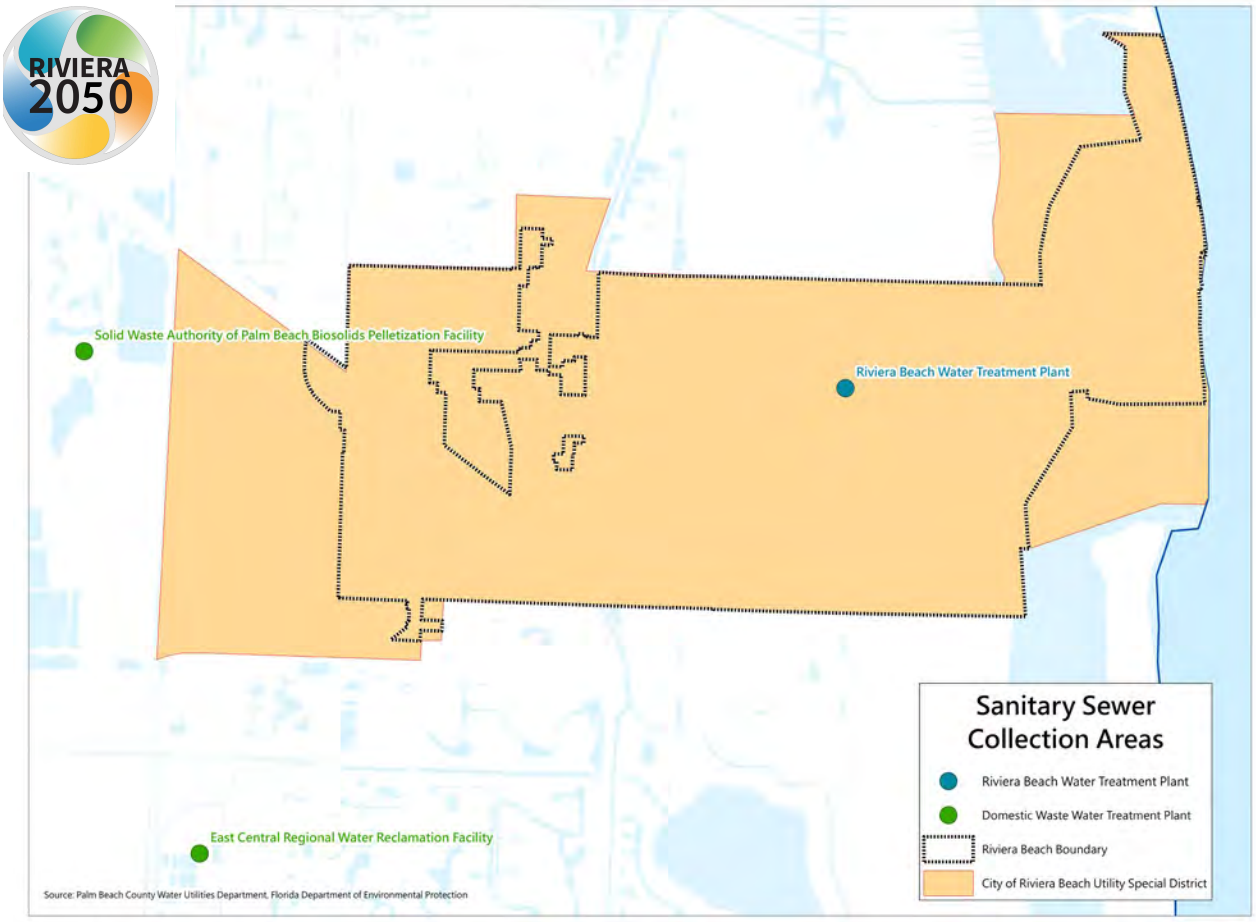
Current Facility Demand

The total demand on the ECRWRF is currently 29 million gallons per day. During the same year, wastewater flows from Riviera Beach averaged 4.81 MGD or 17 percent of total demand placed on the ECRWRF.

Sanitary Sewer Level of Service (LOS)

The sanitary sewer facilities are subject to the level-of-service standards established in the Goals, Objectives and Policies contained in the City of Riviera Beach Comprehensive Plan.

Although the City is completely sewered, it should consider goals, objectives, and policies to replace/upgrade aging sewer facilities. The primary concern associated with the aging sewer facilities is possible seepage from the sewer facilities into the groundwater, especially in areas near the City's wellfield, coastal area, and canals



Solid Waste

Solid Waste Collection System

The City of Riviera Beach contracted with Goode Companies of Florida Inc. (GCI) for solid waste and recycling collection services, the agreement was effective October 1, 2022.

The City does not provide its own solid waste collection and disposal services, and therefore, that actual level of service provided to residents and businesses is specified in agreements with Goode Companies Inc. Palm Beach County formally adopts generation rates for its solid waste operation in its comprehensive plan for concurrency purposes. In order to be consistent with the County, these rates are adopted by Riviera Beach as LOS standards and used for concurrency purposes and to evaluate the impact of land use changes.

Single-Family residential properties receive garbage service twice per week, and recycling and bulk service once per week. Multi-family residential properties are required to have a minimal service level of twice per week and service may be rollout carts or dumpster service. All multi-family dwellings are eligible for once per week recycling service.

Solid Waste Disposal System

Goode Companies of Florida Inc. utilizes the Palm Beach County landfill at the Palm Beach Renewable Energy Park (North County Landfill) located at 6330 N Jog Road, west of the Florida Turnpike) in the northern Palm Beach County area. The landfill is authorized to accept all household and commercial solid waste, including hazardous waste, where it is separated and then processed to produce energy or recovered for recycling. The landfill covers approximately 330 acres in total.

The North County Landfill is divided into two areas: disposal of Class I waste including ash and garbage, and Class III waste disposal (materials that do not produce leachate) including furniture, construction debris, wood and other "trash" materials. The Class I section extends approximately 262.28 acres, and the Class III area covers approximately 72 acres.

Design Capacity of Disposal Facilities and Demand on Solid Waste System

In 2022, Riviera Beach generated over XXX* tons of solid waste. Solid waste generation approximated XX pounds per capita per day over the previous five years (2018-2022). On average, the 330-acre landfill generated approximately 2,320,217 tons of Class I and Class III waste in 2022 according to the Palm Beach County Landfill Depletion Model.

In 2018, the North County Landfill generated more than 1.8 million tons of waste. Over the 5-year period, there has been a 700,000 ton increase in total waste generated. Based on the Palm Beach County Landfill Depletion Model, the landfill has a remaining capacity of 25,868,010 cubic yards as of September, 2022 with an annual consumption of approximately 2,000,000 tons. The estimate closure date of this landfill is 2053. The City will monitor the availability of other options as 2054 approaches and will continue to focus on reducing the generation of solid waste.

Solid Waste Level of Service

Palm Beach County's current level of service standard for solid waste facilities is to maintain solid waste disposal capacity to accommodate waste flows committed to the system through long-term agreements or service contracts with local municipalities as well as anticipated non-committed waste flows. Currently, the County anticipates remaining solid waste capacity to meet and extend beyond the five-year standard.

Recycling Efforts

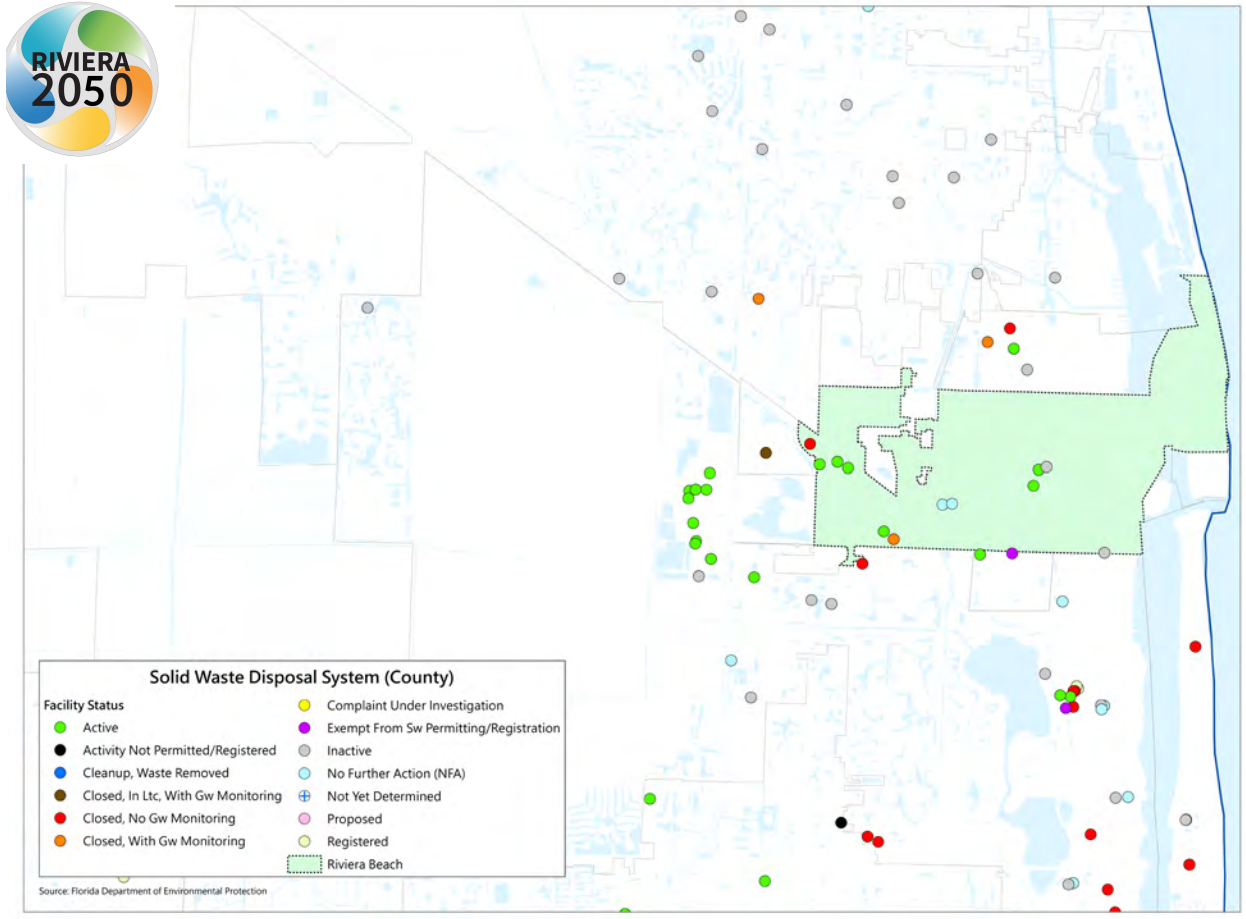
The City participates in a curbside recycling program that accepts newspaper, paper, plastic, glass, and aluminum. The program currently serves all residences within Riviera Beach.

Home Chemical Collection Program

The County operates a program to assist residents in disposing of household hazardous wastes, such as pesticides, solvents, oil-based paints, auto fluids, and other home chemical material. Home chemicals can be dropped off at the Home Chemical and Recycling Center located at 6161 N Jog Road.

Future Projects, Programs, and Policies

The County's solid waste level of service will be maintained through the planning period with operation of the countywide solid waste management system in Palm Beach County. Since the system is entirely owned and operated by the County, no solid waste facilities or improvements are planned by the City for the foreseeable future. However, the City will coordinate with Palm Beach County to educate its residents and businesses to encourage their active participation in the waste recycling and chemical collection programs.



Potable Water

The City of Riviera Beach Utility Special District (RBUSD) water jurisdiction or service area consists of the City of Riviera Beach corporate limits, the Town of Palm Beach Shores, a portion of the City of West Palm Beach, and portions of unincorporated Palm Beach County. The City of Riviera Beach makes up the majority of the population of RBUSD at about 88.8 percent, followed by and portions of unincorporated Palm Beach County at about 4.9 percent, the Town of Palm Beach Shores at about 3.6 percent, and a

portion of the City of West Palm Beach at about 2.8 percent. RBUSD owns and operates the City of Riviera Beach Water Treatment (WTP) located at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404. The WTP utilizes lime softening technology that was constructed in the 1950s and 1960s.

Currently, all water demands within RBUSD water jurisdiction are being supplied by the Eastern and Western Wellfields of the Surficial Aquifer System (SAS) under the SFWMD Water Use Permit No. 50-00460-W with the total maximum annual allocation of 3313 MGY (9.08 MGD). The water withdrawn from these wellfields is being treated by raw water aeration, followed by the lime softening process, the dual media filtration and finally stored in storage tanks with various chemical feed systems in place to support the treatment objectives. This includes polymer, ammonia, and sodium hypochlorite. RBUSD intends to maximize the use of the SAS allocation to 9.26 MGD (previously modeled) while supplementing with an alternative water supply. For the past 5 years, 95 percent of raw water gets converted to finished water on average. Table 1 is the historical Raw Water (RW) and Finished Water (FW) percentages from the 2017-2021 monthly operating reports (MORs).

Table 1 RBUSD Historical Average Raw Water (RW) and Finished Water (FW)

Year	Average RW (MGD)	Average FW (MDG)	FW/RW%
2017	8.33	7.80	94%
2018	8.44	7.89	93%
2019	8.48	7.88	93%
2020	8.79	8.54	97%
2021	8.55	8.49	99%
		Average	95%

Source: RBUSD Water Supply Facilities Work Plan June 7, 2022

Starting in 2025, RBUSD is planning to shift its lime softening treatment process to membrane technology (nanofiltration and reverse osmosis). This technology transition, which is less efficient in its use of the surficial water supply, coupled with increasing water demands due to a growing service population, will trigger the need to expand water supply beyond the existing allocation from the surficial aquifer. To meet its increased water supply needs, RBUSD plans to develop the Floridan Aquifer System (FAS) as an alternative water supply to supplement its existing supply from the surficial aquifer system, consistent with the regional water supply planning goals, LEC Plan, and SFWMD objectives to reduce reliance on traditional sources.

Regional Issues

According to the most up to date Water Supply Facilities Work Plan by the Riviera Beach Utility Special District (RBUSD) 2022 there are overarching regional issues impacting the water supply planning at the local level. The regional issues identified by the Lower East Coast Planning Region are:

- Limited surface water and groundwater supply. Increased withdrawal beyond modeled allocation could potentially negatively impact the regional system, wetlands, surrounding ecosystems, existing users, and saltwater intrusion.

- Sea level rise could affect flood control operations at coastal structures and contribute to inland movement of salt water into aquifers. Climate change could affect evaporation rate, drought period, and flooding throughout the region.

Data and Analysis

Population Information

RBUSDs existing and future population projections are derived from the most recent available population model prepared by the Palm Beach County Planning, Zoning & Building Department (2020). The model incorporates 2010 Census populations, 2020 Office of Economic and Demographic Research (OEDR) projections, land use densities changes, residential projects status, municipal population estimates and 21010 MPO Traffic Analysis Zones (TAZs).

Population and Potable Water Demand Projections

The Development Services Department of the City of Riviera Beach recommends the RBUSD to use the high scenario population projections for the future water demand planning based on these key factors as stated in the Water Supply Facilities Work Plan by the RBUSD (2022):

- City Council has requested for their approval, an ordinance which will allow high density Planned Unit Developments (PUDs) of up to 25 floors on the mainland.

- Due to zoning changes and proposed projects, the City is anticipating developments in the coming 5 years resulting in approximately 1,200 residential units that were not on the previous population projections for the City.

Table 2 is the high scenario population projection that is being used as the basis for the RBUSDs projection of water use demand. The City of Riviera Beach high scenario growth rate has been assumed to be the same as the high scenario growth trend of Palm Beach County. The population projection data is from the Palm Beach County Population Model 20 and used in the Water Supply Facilities Work Plan 2022.

Table 2 RBUSD's Population Projection by Service Area

	2020	2025	2030	2035	2040	2045	Average %
City of Riviera Beach Corporate Limit (Medium Scenario)	36,969	39,573	41,170	42,427	43,332	44,096	88.8%
Palm Beach Shores (Medium Scenario)	1,535	1,627	1,654	1,676	1,699	1,716	3.6%
All unincorporated PBC Land (Medium Scenario)	1,931	2,020	2,234	2,370	2,487	2,624	4.9%
West Palm Beach (Medium Scenario)	1,222	1,233	1,270	1,291	1,314	1,359	2.8%
Total (Medium Scenario)	41,657	44,453	46,328	47,764	48,832	49,795	100%

Adjusted Population (High Scenario)	41,657	45,119	48,769	54,946	57,584	60,001	N/A

Source: RBUSD Water Supply Facilities Work Plan 2022

Average finished water produced by the RUBSD from the treatment plant and the purchased finished water from Seacoast Utilities are the two data used to project future water demand. In the RBUSD Water Supply Facilities Work Plan, the recorded average finished water (FW) produced by RBUSD data for the past five years were retrieved from the 2017-2021 Monthly Operating Reports (MORs) and the water purchasing records for the same period were provided by Seacoast Utilities. Table 3 the average of RBUSD's per capita water demand for the past five years is 197 GPCD (Table 4). This calculated GPCD was used as a basis to project RBUSD water demands until 2045.

Table 3 RBUSD Historical Per Capita Use Records

	2017	**2018**	**2019**	**2020**	**2021**
Annual Total (MG)	4.05	30.05	5.06	12.88	1.49
Daily Average (MGD)	0.011	0.082	0.014	0.035	0.004

Source: RBUSD Water Supply Facilities Work Plan 2022

The RBUSD not only supplies water to residents and commercial businesses, but also is the water supplier to many industrial users including Pepsi Cola Bottling Co., Florida Power and Light (FPL), Port of Palm Beach, and Reddy Ice Corporation. The City of Riviera Beach Finance Department recorded the top four industrial consumers mentioned above alone consumed 12.2 percent of the billed water use.

Table 4 is the five-year average finished water treated by the WTP and shows the forecasted water demand projection assumes that the commercial/industrial demand will grow with the population at a similar rate.

Table 4 RBUSD Historical Per Capita Use Records

Year	**Population**	**Average FW Treated by the WTP (MGD)**	**Average FW Purchased from Seacoast Utilities (MGD)**	**Per Capita Use (GPCD)**
2017	40546	7.80	0.011	193
2018	40846	7.89	0.082	195
2019	41432	7.88	0.014	190
2020	41657	8.54	0.035	206
2021	42356	8.49	0.004	201
			Average	**197**

Source: RBUSD Water Supply Facilities Work Plan 2022

Between 2021 and 2045, the population within the RBUSD water jurisdiction is forecasted to grow from 42,356 to 60,001, an increase of about 41.7 percent (high scenario). This growth rate is consistent with the overall Palm Beach County's growth rate on the same period at 41.1 percent. The population and potable water demand projections through the year 2045 are presented below in table 5. The average finished water demands are presented based on 197 gallons per capita day usage (GPCD).

Table 5 RBUSD's Population and Average Finished Water Demand Projections

	2021	2025	2030	2035	2040	2045
Population Projection (High Projection Scenario)	42,356	45,119	48,769	54,946	57,584	60,001
Average FW (MGD)	8.34	8.88	9.60	10.82	11.34	11.81

Source: RBUSD Water Supply Facilities Work Plan 2022

The 2018 Lower East Coast Water Supply Plan proposed the City of Riviera Beach create a project that works to reduce unaccounted for water and its per capita use rate. The SFWMD also suggests purchasing up to 1.00 MGD of bulk water from the City of West Palm Beach or Palm Beach WUD, which have the capacities to provide this amount. The City of Riviera Beach can implement this suggestion or determine an alternative source to meet its demands starting in 2023.

Conservation Measures

Water conservation involves reducing the quantity of water required to meet demands through efficiency improvements, adjusting the nature of an activity so it can be accomplished with less water, or reducing losses in transmission and distribution. All water sources are finite; therefore, conservation and efficiency measures should be considered, regardless of the source, before more costly development options are implemented.

Water conservation can reduce, defer, or eliminate the need for expansion of water supply sources to meet current or future demands, which has the same effect as expanding the existing water supply. Conservation programs often are among the lowest cost solutions to meet future water needs and can reduce costs over the long term if properly planned and implemented.

The City of Riviera Beach is located in the Lower East Coast (LEC) Planning Area that is managed by the South Florida Water Management District (SFWMD). There are several strategies, opportunities, and programs available to water users in the LEC Planning Area. A few of these conservation initiatives have been used by several local governments, utilities, and other water users in the LEC:

- Conservation rate structures
- Indoor fixture replacement programs
- Outdoor landscape programs
- Irrigation ordinances
- Public education programs

In the LEC Planning Area, urban conservation efforts are reflected in the trends of Public Water Supply (PWS) per capita use rates. Figure 1 shows a downward trend in the average PWS per capita use rate in the LEC Planning Area since 2000. This reduction in water use reflects, in part, an emerging water conservation ethic. Utility-driven plumbing retrofit programs, building code standards, public education, and the effects of SFWMD and local governments year-round irrigation rules contributed to the reduction in finished water use.

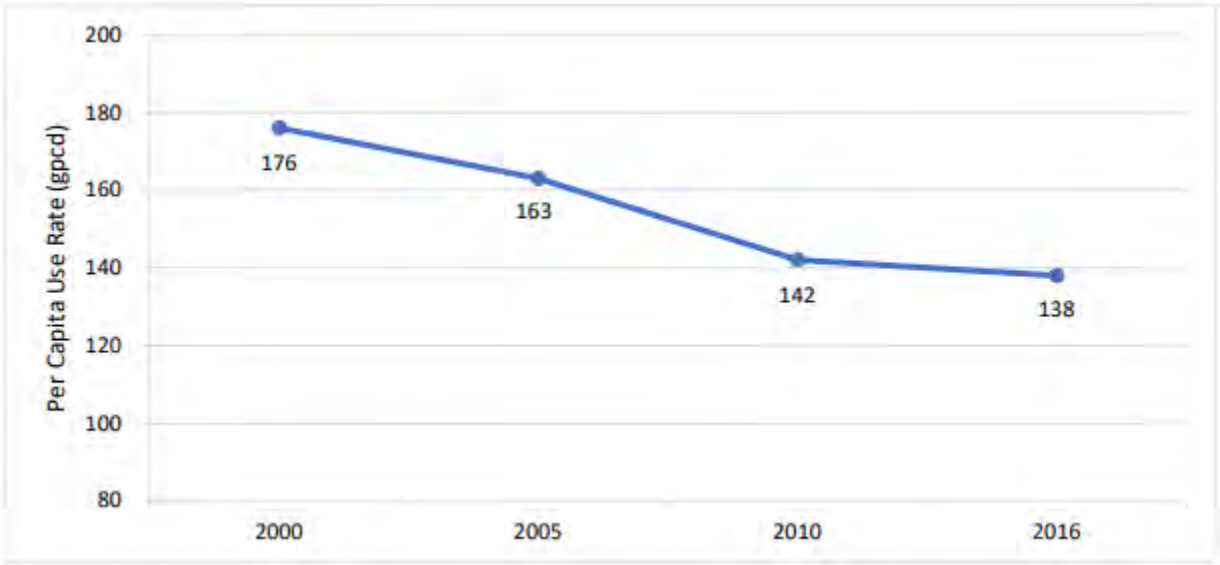
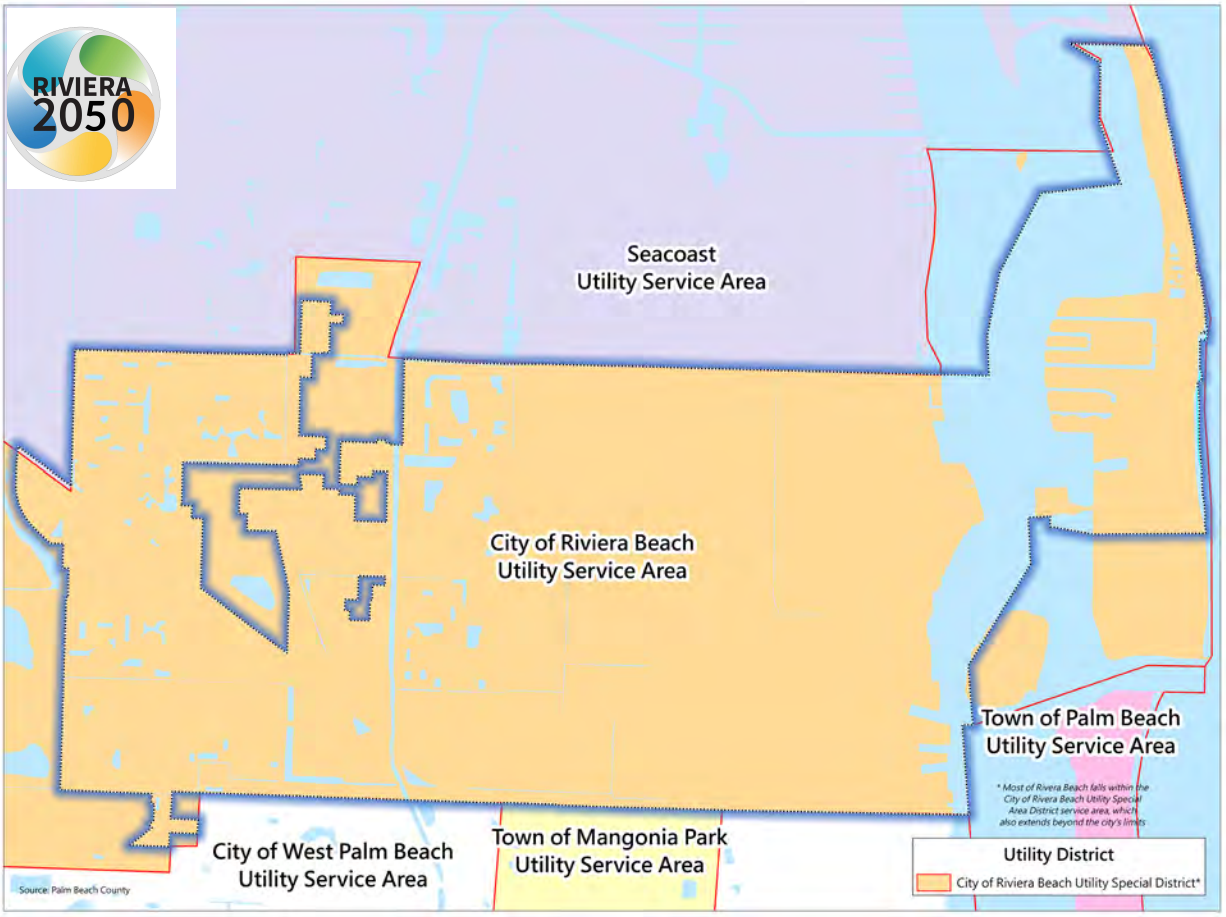


Figure 1 Finished Public Water Supply per capita use rate (GPCD) in the LEC Planning Area. Source: 2018 LEC Water Supply Plan Update

To help meet conservation goals, local governments and utilities are encouraged to:

1. Review the programs and opportunities mentioned above
2. Review the SFWMD's Comprehensive Water Conservation Program
3. Conduct thorough analyses of their service areas
4. Consider using water conservation planning tools
5. Allocate adequate funding for conservation to assist individual users
6. Consider using conservation to avoid or delay the need for costlier water supply projects in the future.



Storm Water Management

Impervious surfaces associated with this development result in increased stormwater runoff volume and peak discharge, which is evidenced by chronic flooding and degraded water quality. The City's stormwater infrastructure is a system consisting of City canals as well as local drainage collection pipes and swales along the road grids. All City canals drain to the South Florida Water Management District (SFWMD) C-17 Canal with the exception of the RC-4 Canal, which discharges directly into the Lake Worth Lagoon (Intracoastal Waterway or ICW).Except for the tidally controlled areas that are directly adjacent to the ICW, the City's drainage system is controlled by the C-17 Canal's tailwater stage, which is regulated by the SFWMD.

Stormwater regulation generally focuses on three areas: maximum flood stage, peak discharge rate and water quality. The maximum rate of discharge from a new development can be determined based upon either a pre- vs. post-development analysis or by a previously established SFWMD drainage basin discharge rate, the former being the most common.

Physiography and Soils

Riviera Beach is located within the Atlantic Coastal Ridge (ACR) physiographic Province of Florida. The ACR is a laterally extensive region that is approximately 5 miles wide and extends from Georgia to south of Biscayne Bay. The ACR is generally flat with gently rolling hills and topography ranging from -2 to greater than 35 feet above mean sea level in some select areas and is predominately characterized as low ridges of sand overlaying limestone. The ACR area is known for its extensive upland and wetland systems that are a major source of recharge for the coastal surficial aquifers and streams. A majority of soils are characterized as hydric to partially hydric soils. Hydric soils are usually saturated during the growing season and exhibit anaerobic conditions that are normally associated with wetlands. This indicates that the water table is at or near the ground surface for a period of time during the growing season and affects drainage.

Principle Findings from the 2009 Stormwater Master Plan

- Most of the older stormwater systems in the City do not provide the water quality treatment and the level of water quality attenuation required by most modern-day storm water regulations.
- Lack of adequate lateral drainage collection systems is one of the major reasons for nuisance flooding in locally depressed areas.
- Many of the existing drainage systems are operating at or near capacity. The systems are controlled by the C-17 or ICW tailwater condition, which limits the opportunities to increase the system capacity without also incorporating regional stormwater management solutions.
- This study confirmed the existing level of service is inadequate, evidenced by road, yard and home flooding in many areas of the City. The level of service analysis identified drainage systems that do not meet the 3-year, 24-hour criteria. Flooding caused by more frequent and less intense rain events may be addressed via localized drainage improvement projects. Flooding as a result of less frequent but more intense rain events must be approached using regional solutions such as regional detention, canal widening, or stormwater pump stations.

Natural Groundwater Aquifer Recharge Areas

The management of surface water and groundwater resources is an important issue to the long-term environmental quality and economic viability within the City. It is generally recognized that many water management issues are addressed and regulated by either regional water management districts or other state and federal agencies. However, land use decisions made by the local government do have the potential to impact natural resources, both positively and negatively, as vacant land is developed and the impacts to the environment are mitigated. As such, the City should regulate new development within its borders in conformance with best development practices for conserving existing natural groundwater aquifer recharge areas.

Identification of Prime Recharge Areas

The “shallow aquifer”, west of Military Trail, is the primary groundwater recharge area in the City of Riviera Beach. The principal source of recharge for the aquifer is rainfall in addition to irrigation water and

seepage from controlled reaches of canals when the canal level is higher than the water table in the adjacent areas. Discharge occurs mainly through evapotranspiration, along with seepage into drainage canals, Lake Worth, and pumpage.

Surficial Aquifer

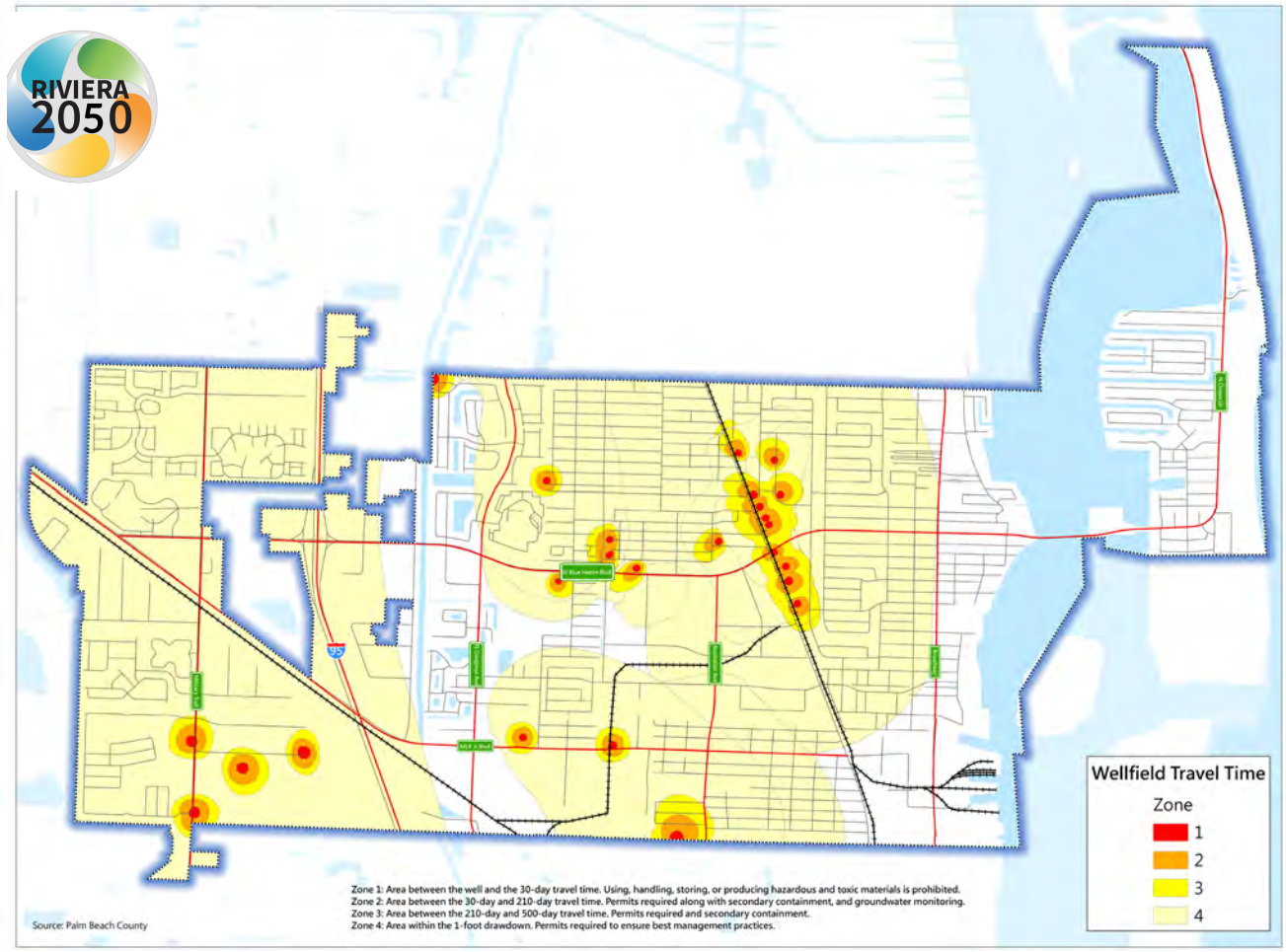
The City of Riviera Beach Utility District (CRBUD) obtains its water supply from the surficial Biscayne Aquifer System through two active wellfields (the “Eastern Wellfield” and the “Western Wellfield”). The Eastern Wellfield contains 17 wells and the Western Wellfield includes 11 wells.

The ground-water levels of the surficial aquifer are closer to the land surface due to high rainfall and rapid infiltration.

Major Natural Drainage Features:

Natural drainage features are typically defined as those that occur naturally in areas that accommodate the flow of stormwater, including streams, rivers, lakes, and wetlands. The City’s primary major natural drainage feature is the Intercoastal Waterway (ICWW), which comes under the jurisdictional control and ownership of the South Florida Water Management District.

The City follows both the stormwater management requirements set forth by the Palm Beach County Department of Environmental Resource Management (DERM) and the South Florida Water Management District (SFWMD). Generally, the SFWMD is responsible for maintaining the larger canals while smaller tributaries within the drainage system are the responsibility of DERM. Typically, the drainage system is such that the smaller canals move runoff from the surrounding land area to the SFWMD regional canals. Therefore, the likelihood for flooding is reduced when each new development is required to retain a portion of new run-off on site. This also increases the available capacity for local and regional canals.



Future Projects, Programs, and Policies

The City will continue to fund and construct drainage improvements as contained and prioritized in the Stormwater Master Plan. The City will also reevaluate its stormwater system based on land use plan map changes adopted in this update.

Operation and Maintenance Plan

City of Riviera Beach will continue to maintain the stormwater system as consistent with agreements made under the Stormwater Master Plan*.

Drainage System Recommendations

The City's drainage infrastructure is outdated and there is inadequate drainage capacity due to increased stormwater runoff and older design procedures. Continuous development creates increased impermeable surface coverage, which intensifies the impact of chronic flooding problems. Upgrading drainage infrastructure as well as enhancing stormwater management programs will aid in alleviating flooding. With emphasis placed on redevelopment projects, the implementation and expansion of vegetation can assist with drainage.

CITY OF RIVIERA BEACH

COMPREHENSIVE PLAN

Mobility Element

DATA, INVENTORY & ANALYSIS

February 2024

I. INTRODUCTION

Riviera Beach is a city located in Palm Beach County, Florida, United States. It is situated on the eastern coast of Florida, on the shores of the Atlantic Ocean, and has a population of approximately 37,604 people (Source: 2020 U.S Census). The city is well-known for its beautiful beaches, marinas, and water sports activities, as well as for its commercial and industrial facilities. Riviera Beach is also home to the Port of Palm Beach, which is one of the busiest ports in the country and a major economic hub for the region. The city offers a range of cultural and recreational amenities, including museums, parks, golf courses, and theaters, as well as shopping and dining options.

The Mobility Element is part of the City of Riviera Beach's Comprehensive Plan, pursuant to section 163.3174 of the "Local Government Comprehensive Planning and Land Development Regulations Act," Florida Statues, and Rule 9J-5.019, Florida Administrative Code. The Mobility Element replaces the required individual City of Riviera Beach traffic circulation and mass transit elements. The main purpose of the transportation/mobility elements is to provide direction to the city in its designation of future motorized and non-motorized traffic circulation systems with the improvement to those existing system networks throughout the city.

The primary responsibility for providing adequate transportation is shared by the State of Florida, Palm Beach County, and the city. The inventory of the existing transportation network will serve as an important resource from which goals, objectives and policies are outlined. A project of the future traffic conditions is included along with the recommended improvements to mitigate adverse impacts on the roadway network.

II. EXISTING TRANSPORTATION SYSTEM AND ANALYSIS

As a part of the existing transportation system, the following modes of transportation for the city were examined:

A. Road System
B. Significant Parking Facilities
C. Public Transit System
D. Significant Bicycle and Pedestrian Facilities
E. Strategic Intermodal System
F. Multi-Modal Facilities
G. Emergency (Natural Disaster) Evacuation Routes

A. Road System

1. Roadway Inventory

The roadway network consists of a number of arterials and major collector roadways serving north/south and east/west traffic flow. The city also provided access to a north/south limited access expressway. The major roadways in Riviera Beach are as follows:

The major east-west roadways in the city include Blue Heron Blvd, Martin Luther King Jr. Boulevard, and Silver Beach Road.

Blue Heron Blvd in Riviera Beach is a major east-west roadway that connects the city to nearby municipalities and serves the central portion of the city. The road is six lanes wide, with three lanes in each direction. The speed limit on Blue Heron Blvd is typically 45 mph, but it may vary in certain sections. In addition to vehicular traffic, Blue Heron Blvd also has bike lanes and sidewalks to accommodate pedestrians and bicyclists. There are traffic signals at major intersections along the road, and turn lanes are available for left and right turns.

Martin Luther King Jr. Boulevard in Riviera Beach is a major thoroughfare that runs east-west through the city. The road is four lanes wide with a center turn lane and has a speed limit of 35 miles per hour. It intersects with several other major roads in the area, including Congress Avenue, Australian Avenue, and Old Dixie Highway. The road passes through both residential and commercial areas, and there are several businesses, schools, and places of worship located along its route. It is an important connector between neighborhoods and is frequently used by both vehicles and pedestrians.

Silver Beach Road in Riviera Beach is a two-lane road that runs east-west between Broadway Ave and Avenue S. It has a speed limit of 30 miles per hour and is primarily a residential road with some commercial properties. The road has sidewalks on both sides, and there are some streetlights to provide visibility at night. The intersection with Broadway Ave has a traffic signal, and there are stop signs at several other intersections along the road. There is also a bike lane on Silver Beach Road, providing a safer option for cyclists.

The major north-south roadways in the city are includes Haverhill Road, Military Trail, Beeline Highway / SR 710, I-95, Congress Avenue, Australian Avenue, Old Dixie Highway, US-1 / Federal Highway, and SR A1A.

Haverhill Road is a major north-south road located in Palm Beach County, Florida. The road stretches for approximately 15 miles from West Palm Beach in the south to Riviera Beach in the north. As Haverhill Road enters Riviera Beach, it intersects with Blue Heron Boulevard and continues north through the city's commercial and industrial areas. The road then intersects with 45th Street and ends at Northlake Boulevard. Haverhill road is a two-lane two-way roadway serves as an important transportation link for the West Palm Beach metropolitan area, connecting residential, commercial, and industrial areas, as well as providing access to the Palm Beach International Airport.

Military Trail in Riviera Beach is a major north-south roadway that spans approximately 4.6 miles through the city. The speed limit on this road is typically 45 miles per hour, with some areas having a reduced limit of 35 miles per hour. The number of lanes on Military Trail varies depending on the location. South of Blue Heron Boulevard, Military Trail is typically a four-lane divided highway with a median. North of Blue Heron Boulevard, it becomes a six-lane divided highway with a median. The road features multiple signalized intersections along its length, providing access to local businesses, residential areas, and other major roadways. The Military Trail is an important transportation artery in the region, connecting several cities and providing a crucial route for commuters and commercial vehicles.

Beeline Highway, also known as State Road 710, is a major roadway located west of Riviera Beach. It runs north south and connects the western parts of Palm Beach County to Interstate 95 and the Florida Turnpike. The speed limit on Beeline Highway/SR 710 at Riviera Beach is 55 miles per hour. The number of lanes on Beeline Highway/SR 710 varies along the roadway. South of Northlake Boulevard, it is a four-lane divided highway with a raised median. North of Northlake Boulevard, it narrows to a two-lane undivided roadway with a center turn lane. Beeline Highway/SR 710 has several signalized intersections in the Riviera Beach area, including Blue Heron Boulevard, 45th Street, and Northlake Boulevard. Beeline Highway/SR 710 is primarily used for local and regional travel, connecting the western communities of Palm Beach County to major highways and destinations. It also serves as a hurricane evacuation route for residents living in the western parts of the county.

Interstate 95 (I-95) is a major highway that runs through Riviera Beach, Florida. It is a twelve-lane highway with six lanes in each direction and it varies. The speed limit on I-95 in Riviera Beach is typically 65 miles per hour, but this can vary depending on construction or other factors. The highway is an important transportation route for both commercial and personal vehicles, connecting the city to other major cities and destinations in Florida and along the East Coast of the United States. There are several interchanges along I-95 in Riviera Beach that allow drivers to access the city's main roads and attractions.

Congress Avenue is a major north-south roadway in the city of Riviera Beach, Florida. It stretches approximately 6 miles from its southern end at Blue Heron Boulevard to its northern end at PGA Boulevard. The speed limit on Congress Avenue is typically 45 mph, but it may vary in certain sections. The road has a total of 4 lanes, 2 in each direction, with a center median in some areas. Congress Avenue intersects with major east-west roadways such as Blue Heron Boulevard, 45th Street, and PGA Boulevard. It also passes by several shopping centers and residential neighborhoods, making it a busy and important route for commuters and local traffic.

Australian Avenue is a major north-south thoroughfare located in Riviera Beach, Florida. It stretches for approximately 6 miles from 25th Street in the south to Northlake Boulevard in the north. The speed limit on Australian Avenue is generally 40 mph, although it may vary in certain sections. The road has four lanes for most of its length, with two lanes in each direction separated by a median. Australian Avenue is an important commercial and residential artery in Riviera Beach, with several large shopping centers, grocery stores, and restaurants located along its length. It intersects with major east-west roads such as Blue Heron Boulevard and 45th Street, providing access to other parts of the city.

The Old Dixie Highway runs through the eastern part of Riviera Beach and connects with neighboring cities such as West Palm Beach and Lake Park. It is a two-lane road with one lane going in each direction. The speed limit on Old Dixie Highway is generally 35 miles per hour, but it can vary in certain areas. Old Dixie Highway is an important commercial corridor with many small businesses, shops, and restaurants lining the road. In addition, there are several residential areas located near Old Dixie Highway, with many homes and apartments situated along the street.

US-1 is a major highway that runs through the east coast of the United States, and it also passes through Riviera Beach. In this area, US-1 is a six-lane divided highway with a speed limit of 45 mph. The highway serves as a major commercial corridor, with numerous businesses, shops, and

restaurants located along its length. US-1 in Riviera Beach intersects with several other major roads, including Blue Heron Boulevard, 36th Street, and Silver Beach Road. The highway also provides access to the Port of Palm Beach and the Palm Beach Maritime Museum, located on the city's waterfront.

SR A1A (also known as Ocean Drive) runs along the eastern coast of Florida and passes through Riviera Beach. The speed limit on SR A1A in Riviera Beach varies depending on the specific stretch of road. In some areas, the speed limit is 35 mph, while in others it may be higher or lower. The number of lanes on SR A1A in Riviera Beach varies depending on the location. In some areas, the road may be two lanes in each direction, while in others it may be a single lane in each direction. As SR A1A runs along the coast, it is surrounded by various beachfront properties, resorts, and public beach access points. There are also some restaurants, shops, and other commercial establishments along the road. The road runs along the coast, providing scenic vistas of the Atlantic Ocean and nearby beaches.

Other Collectors / Minor Roads: The other minor or collector roads that connect local residential streets, industrial areas to the arterial network are listed below that run north/south direction in the City of Riviera Beach.

- Avenue E
- Avenue E
- Avenue J
- Avenue O
- Avenue S
- Avenue U
- Garden Road
- Lake Drive
- Lakeshore Drive (Avenue A)
- 13th Street

2. *Functional Classification*

The functional classification process must occur on all roads at least once every ten years, and usually occurs after the decennial census. Road functional classification refers to the categorization of roads based on their function and importance within the transportation system. In Riviera Beach, like in many other cities and counties, the functional classification system is typically based on the guidance provided by the Federal Highway Administration (FHWA) through its Functional Classification Guidelines for Urban Areas.

A road's functional classification affects its eligibility for the use of federal funds to improve it. For example, all urban roads classified higher than a local road (collectors and arterials) and rural roads classified higher than a minor collector are eligible for Surface Transportation Block Grant Program (STBGP) funding. All principal arterials are eligible for National Highway Performance Program funding.

According to this system developed by the Florida Department of Transportation (FDOT), roads in Riviera Beach are classified into several categories based on their function and level of service.

The categories include:

Principal Arterial: These roads serve as the primary transportation routes for large volumes of traffic traveling long distances. They typically connect major cities and regional destinations and have high levels of mobility and accessibility.

***Minor Arterial*:** These roads provide service to areas of high traffic volume, such as commercial centers and large residential neighborhoods. They provide connectivity to principal arterials and typically have a lower level of mobility and accessibility compared to principal arterials.

***Collector Roadways*:** These roads provide access to residential neighborhoods, business centers, and other local destinations. They typically have lower volumes of traffic and provide connectivity between minor arterials and local streets.

***Local Roadways*:** These roads provide access to individual properties and typically have low volumes of traffic. They serve residential neighborhoods and provide connectivity between collectors and individual properties.

The functional classifications of major roadways within Riviera Beach are shown in Table 1.

Table 1 Roadway Functional Classification

Roadway Name	From	To	Functional Classification
Haverhill Road	City Boundary from South	Beeline Highway	Minor Arterial
Military Trial	City Boundary from South	City Boundary to North	Principal Arterial - Other
I-95	City Boundary from South	City Boundary to North	Principal Arterial - Interstate
Garden Road	SR 710 / Beeline Highway	City Boundary to North	Major Collector
Congress Ave	City Boundary from South	City Boundary to North	Minor Arterial
Australian Ave	City Boundary from South	Blue Heron Blvd	Minor Arterial
Old Dixie Highway	City Boundary from South	City Boundary to North	Minor Arterial
Ave F	W 24th St.	Silver Beach Road	Local Road
Ave E	W 10th St.	Blue Heron Blvd	Local Road
US – 1 / Federal Highway	City Boundary from South	City Boundary to North	Minor Arterial
Lakeshore Dr	E 23rd St.	Silver Beach Road	Local Road

Beach Ct	City Boundary from South	Blue Heron Blvd	Minor Collector (Fed Aid)
Lake Dr / Inlet Way / Ocean Ave	City Boundary from South	Blue Heron Blvd	Minor Collector (Fed Aid)
SR A1A	Blue Heron Blvd	City Boundary to North	Major Collector
SR 710 / Beeline Highway	Old Dixie Highway	Haverhill Road	Principal Arterial - Other
W 13 St	Congress Ave	Australian Ave	Local Road
W 13 St	Australian Ave	US 1	Minor Collector (Fed Aid)
Dyer Blvd	Haverhill Road	Military Trail	Major Collector
W 24th St	Avenue H	US 1	Local Road
Blue Heron Blvd	SR 710 / Beeline Highway	Congress Ave	Principal Arterial - Other
Blue Heron Blvd	Congress Ave	SR A1A	Minor Arterial
Silver Beach Road	Congress Ave	Lakeshore Dr	Minor Collector (Fed Aid)

The downtown districts in Riviera Beach also have different regulations for its streets which are named Primary and secondary streets focusing on creating distinct environments and functionalities for each. Primary Streets are envisioned to evolve into areas with enhanced pedestrian environments. As a result, they are subject to stricter regulations concerning the placement of buildings, the design of building frontages, and the location of parking and service uses. The goal here seems to be to encourage foot traffic and to make these areas more attractive and engaging for pedestrians. This could involve features such as wider sidewalks, street furniture, landscaping, and building designs that engage with the street level.

On the other hand, Secondary Streets are designated to accommodate service functions and vehicular-oriented developments, including parking facilities, loading areas, and drive-through services. These streets are likely to be more utilitarian, prioritizing accessibility and functionality for vehicles and service operations over pedestrian amenities. The differentiation between Primary and Secondary Streets allows the city to manage the development of its downtown districts in a way that balances the needs of pedestrians with those of vehicular traffic and service functions. This approach aims to create a more organized, functional, and aesthetically pleasing urban environment.

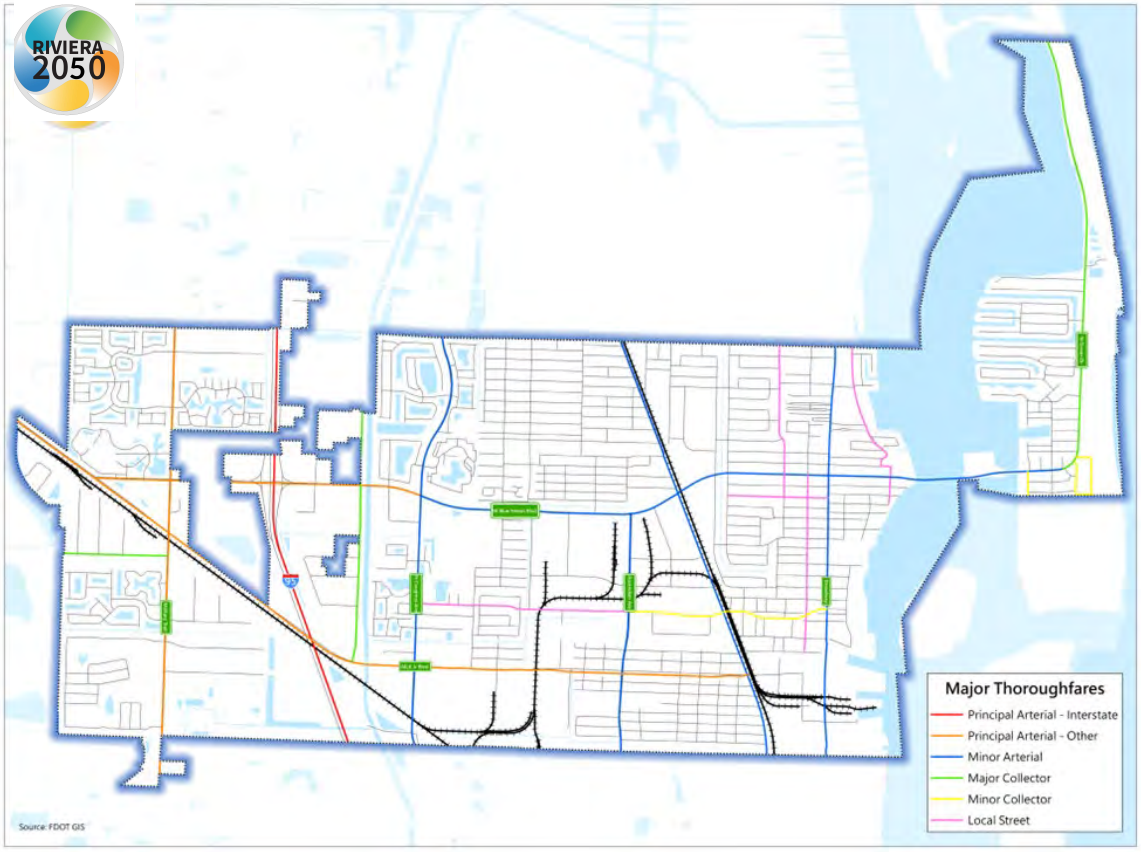


Figure 1 Downtown Riviera Beach Street Type

3. *Level of Service (LOS)*

Level of Service (LOS) is a measure of how well a transportation system is performing, based on a variety of factors such as speed, travel time, and delay. It is commonly used to evaluate the performance of roadways and intersections.

LOS is typically expressed as a letter grade ranging from A to F, with A representing the best possible performance and F representing the worst. The grading system is based on the amount of delay experienced by drivers, with each letter grade corresponding to a specific range of delay per vehicle.

Here is a breakdown of the typical LOS letter grades:

LOS A: This represents free-flowing traffic with minimal delay. Driver's experience little to no delay and are able to travel at or near the posted speed limit.

LOS B: This represents traffic that is flowing well, but with slightly more delay than LOS A. Drivers may experience minor slowdowns, but traffic is still moving smoothly.

LOS C: This represents moderate traffic congestion, with increasing delay and slower speeds. Drivers may experience significant slowdowns and some queuing.

LOS D: This represents heavy congestion, with drivers experiencing significant delays and queuing. Speeds are typically much slower than the posted speed limit.

LOS E: This represents severe congestion, with drivers experiencing very long delays and queuing. Speeds are typically very slow, and traffic may come to a complete stop.

LOS F: This represents gridlock, with traffic at a standstill and drivers experiencing extremely long delays.

Existing traffic conditions were analyzed for 24 hour and peak hour conditions. LOS designations are based on the daily and peak hour capacities utilized by the Palm Beach County Engineering and Public Works. The Palm Beach Board of County Commissioners adopted the "County Wide Traffic Performance Standards Code" in October 1990. This code applies for all County and State Roads in Palm Beach County. The minimum LOS (Level of Service) at Palm Beach County's County Wide Traffic Performance Standards Code is LOS D. This means that during peak hours, the traffic should flow at a reasonable speed, with some minor delays, and without significant congestion or queuing. LOS D is considered an acceptable level of service for most roadways in the county. However, some specific roads or intersections may require a higher level of service, such as LOS C or higher, depending on their location, capacity, and function.

Table 2 Level of Service D Link Service Volumes

TABLE TE 1a
Level of Service D Link Service Volumes

FACILITY TYPE		ADT	PK HOUR (Two-way)	Peak Season, Peak Hour, Peak Direction Service Volume		
				CLASS I	CLASS II	UNINTERRUPTED FLOW**
2 lanes undivided*	2L	15,200	1,480	880	810	1,140
2 lanes one-way	2LO	19,900		2,350	2,120	
3 lanes two-way	3L	15,200	1,480	880	810	
3 lanes one-way	3LO	30,200		3,530	3,220	
4 lanes undivided*	4L	31,500	3,060	1,860	1,680	3,150
4 lanes divided	4LD	33,200	3,220	1,960	1,770	3,320
5 lanes two-way	5L	33,200	3,220	1,960	1,770	
6 lanes divided	6LD	50,300	4,880	2,940	2,680	4,980
8 lanes divided	8LD	67,300	6,530	3,940	3,590	
4 lanes expressway	4LX	73,600	6,770	3,720		
6 lanes expressway	6LX	110,300	10,150	5,580		
8 lanes expressway	8LX	146,500	13,480	7,420		
10 lanes expressway	10LX	184,000	16,930	9,320		

Based on the 2009 FDOTQuality/ LOS Handbook.
*Service volumes for "undivided" roadways assume no left turn lanes are available provided at signalized intersections. If there are no left turn lanes, reduce these values by 20 percent.

[1]

The existing traffic analysis for the City of Riviera Beach is provided in the below table 3:

[1] https://discover.pbcgov.org/pzb/planning/PDF/ComprehensivePlan/Transportation.pdf

Table 3 – Daily and Peak Hour Peak Direction Traffic Volume and Level of Service – 2022[2]

Roadway Name	From	To	Number of Lanes	Daily Traffic		Peak Hour	
				Volume	LOS	Volume	LOS
Haverhill Road	45th St.	Beeline Highway	2	15600	E	1247	D
Military Trial	45th St.	Beeline Highway	6D	38271	C	3471	C
	Beeline Highway	Blue Heron Blvd	6D	31864	C	2656	C
	Blue Heron Blvd	Investment Lane	6D	29500	C	-	-
Garden Road	SR 710 / Beeline Highway	Investment Ln	2	9900	C	-	-
Congress Ave	Silver beach Road	Blue Heron Blvd	4D	23942	C	2091	C
	Blue Heron Blvd	MLKJ Blvd	4D	22267	C	1846	C
	MLKJ Blvd	45th St.	6D	28556	C	2423	C
Australian Ave	Blue Heron Blvd	MLKJ Blvd	4D	12734	C	1086	C
	MLKJ Blvd	45th St.	4D	20419	C	1855	C
Old Dixie Highway	45th St.	MLKJ Blvd	4D	9400	C	-	-
	MLKJ Blvd	Blue Heron Blvd	4D	11700	C	-	-
	Blue Heron Blvd	Silver beach Road	4D	15000	D	-	-
President Barack Obama Hwy	Blue Heron Blvd	Silver beach Road	4D	15760	D	1305	C
	MLKJ Blvd	Blue Heron Blvd	5	12440	C	1108	C
	45th St.	MLKJ Blvd	5	12184	C	1161	C
SR A1A	Lake Road	City Boundary to North	2	11757	C	974	C
Blue Heron Blvd	Beeline Highway	Military Trail	4D	22175	C	1975	C
	Congress Ave	Australian Ave	6D	40168	C	2912	C
	Australian Ave	Old Dixie Highway	6D	33629	C	2583	C
	Old Dixie Highway	US 1	5	24135	C	1744	C
Martin Luther King Jr.	Australian Ave	President Barack Obama Hwy	2	10013	C	817	C
	President Barack Obama Hwy	W Port Road	2	19088	E	-	-
Silver Beach Road	Congress Ave	Old Dixie Hwy	4D	15069	C	1251	C
	Old Dixie Hwy	US - 1	2	12532	D	955	C

4. *Existing and Historical Traffic Volumes*

Palm Beach County and the Florida Department of Transportation (FDOT) monitor the daily traffic in Riviera Beach. The current traffic count (2022) was obtained from Palm Beach County's records

[2] https://discover.pbcgov.org/engineering/traffic/PDF/Traffic%20Counts/Traffic_Counts_2022.pdf

of historic peak season traffic counts from 2017 to 2022. The FDOT Traffic online platform also provides access to the historic traffic count data, and figure 2 illustrates the location of the traffic count station in Riviera Beach.

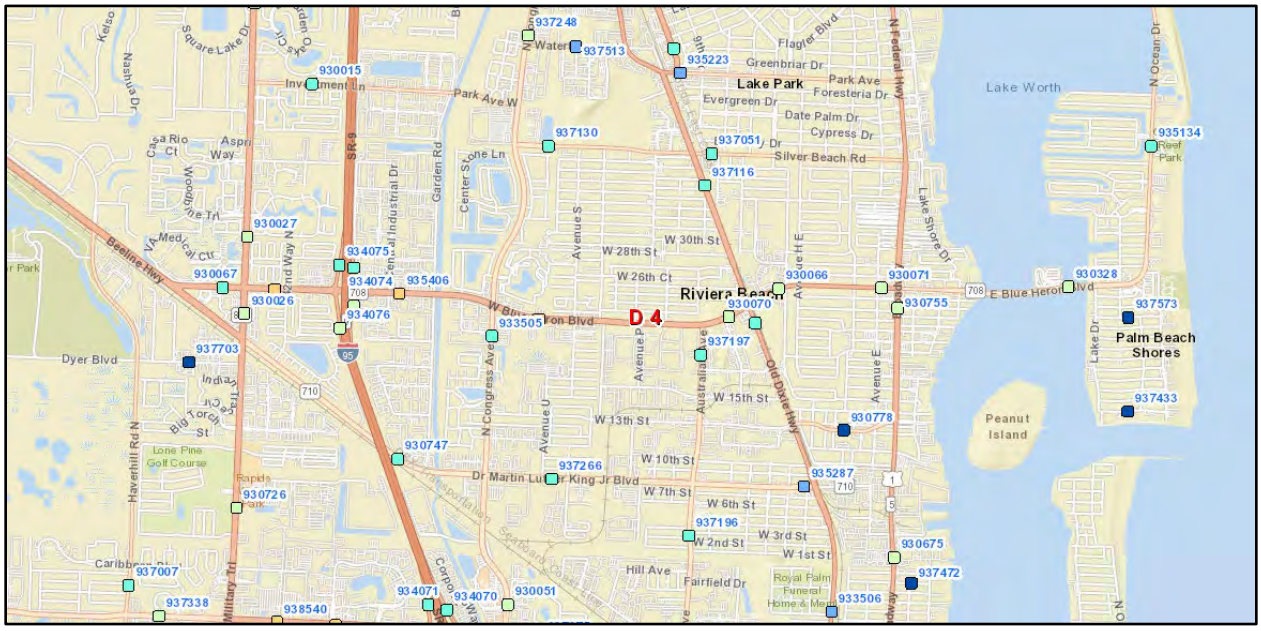


Figure 2 FDOT Traffic Count Station at Riviera Beach

5. *Traffic Accidents*

A traffic accident analysis was performed to determine the number of crashes and location of the high crash locations in the city. The traffic crash data was obtained from the Signal four Analytics (S4A)[3] for the year 2022. A total of 139 crashes were recorded for the year 2022. A heatmap below shows the crash intensity based on the location:

[3] https://signal4analytics.com/

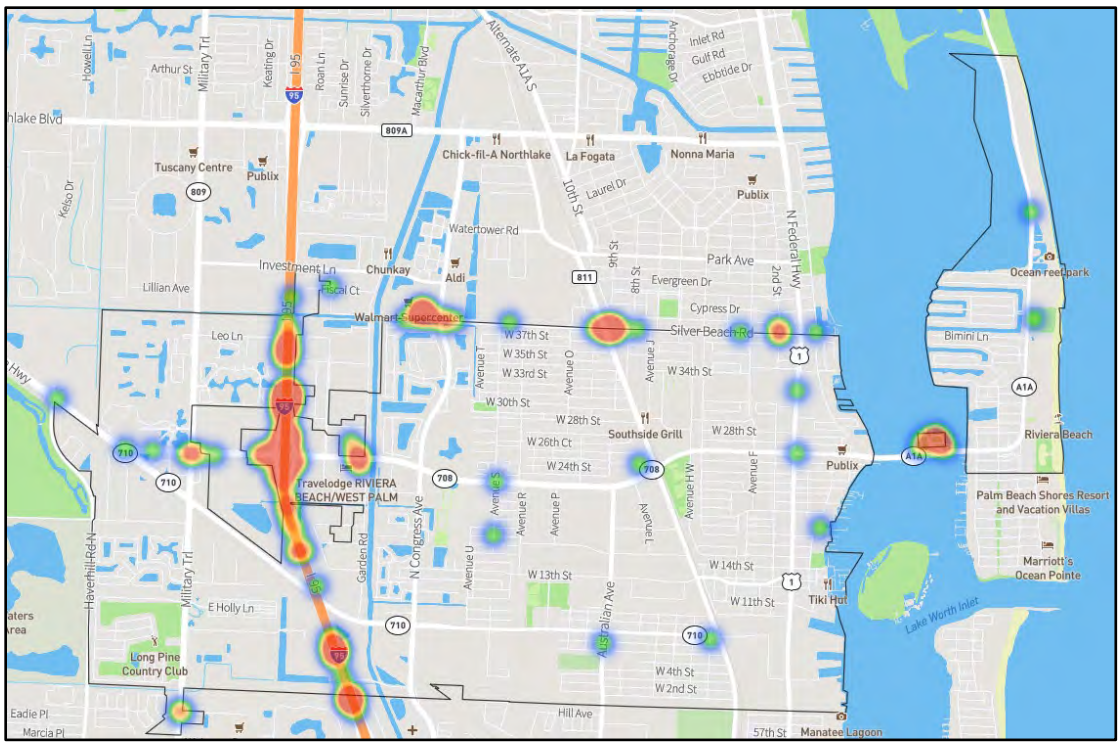


Figure 3 Crash Heat Map

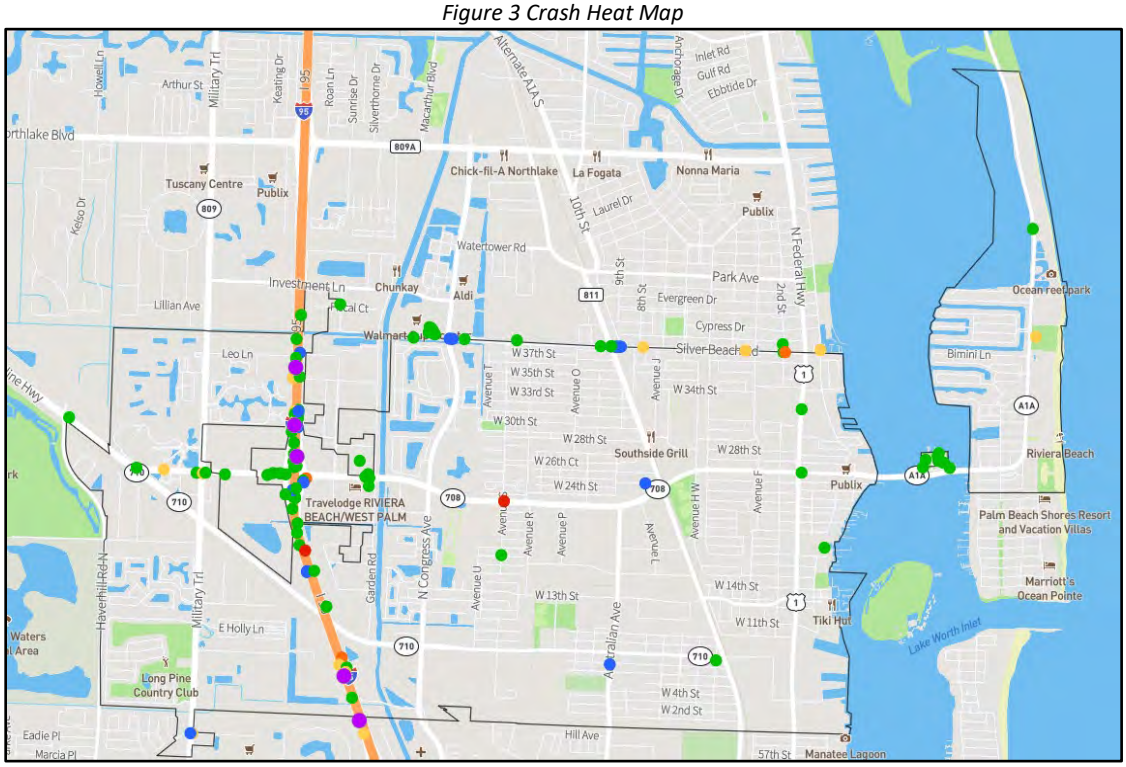


Figure 4 Crash Point Location

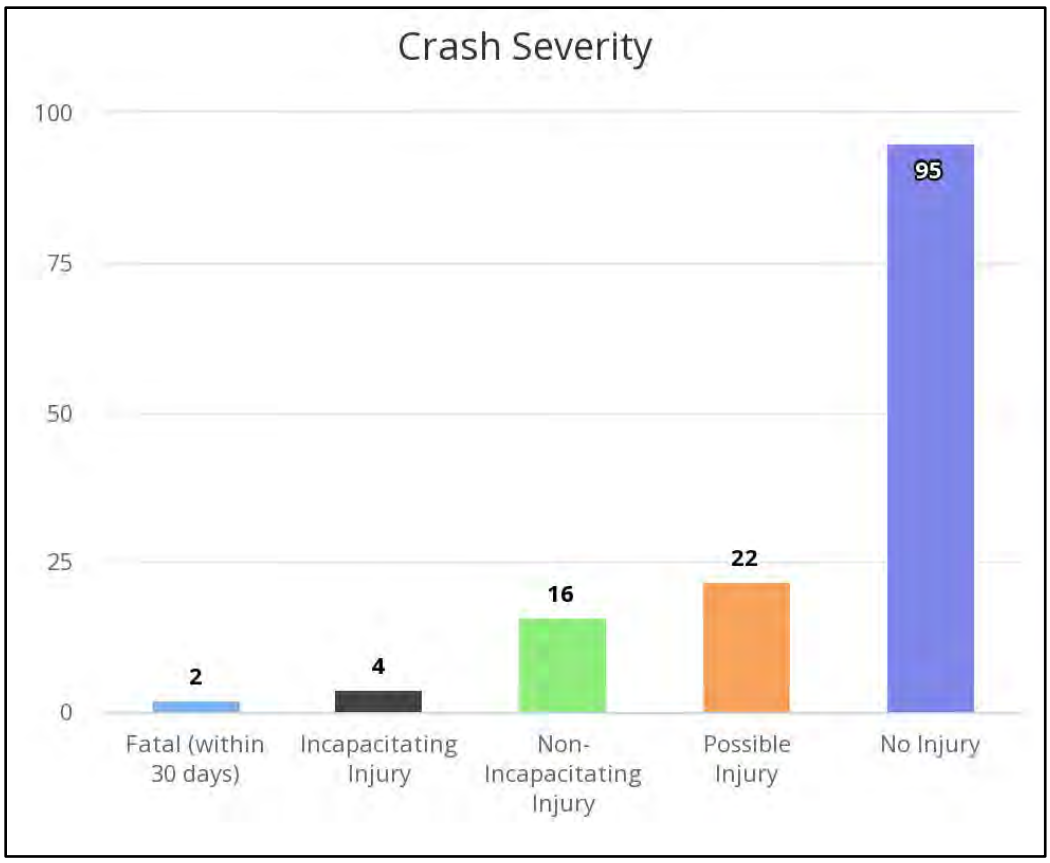


Figure 5 Crash Severity

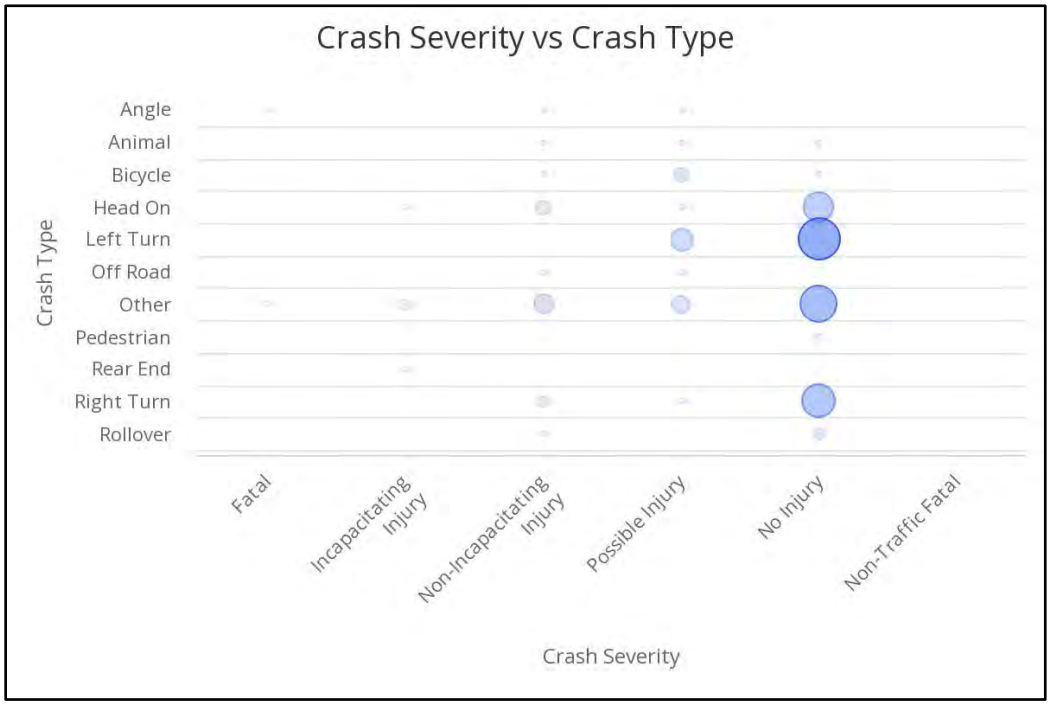


Figure 6 Crash Severity vs Crash Type

6. *Means of Transportation to Work*

Based on 2021 American Community Survey (ACS) 5-year survey data from the US Census Bureau[4], the time and means of commuting to work in Riviera Beach is important to understand the demographics of Riviera Beach, Florida, how they commute. The average travel time is 23.1 minutes and the means of the transport involved:

- Drive Alone 74.5%
- Carpool 12.6%
- Public Transport 1.7%
- Work from Home 6.7%
- Walk 1.6%
- Other Means 2.9%

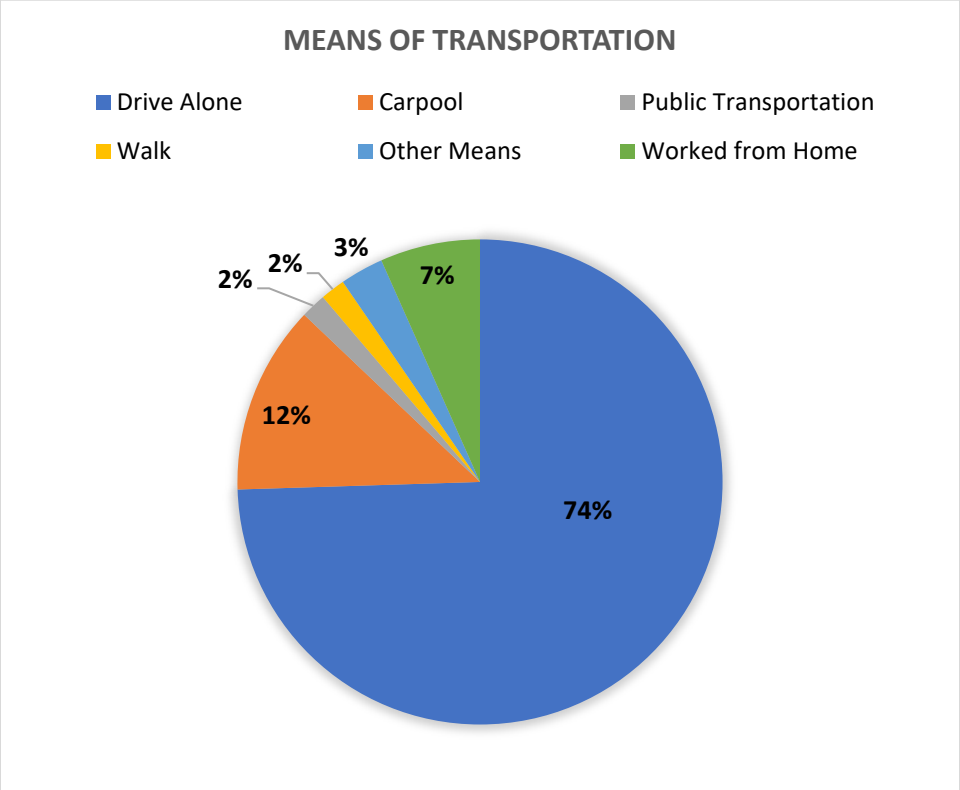


Figure 7 Means of Transportation

7. *Maintenance and Right of Way Preservation*

The City of Riviera Beach in Palm Beach County, Florida has a Maintenance and Right of Way Preservation program in place. This program focuses on the maintenance and preservation of the city's public right-of-way areas, which include roadways, sidewalks, and other public spaces.

[4] https://namecensus.com/demographics/florida/palm-beach-county/riviera-beach/

The program includes regular maintenance activities such as street sweeping, litter and debris removal, graffiti removal, and landscape maintenance. In addition, the city also maintains the sidewalks, bike paths, and stormwater drainage systems to ensure safe and accessible pedestrian and vehicular traffic.

To ensure the success of the program, the City of Riviera Beach has a team of professionals who work in the Maintenance and Right of Way Preservation department. This team is responsible for identifying maintenance needs, prioritizing work, and ensuring that all work is completed in a timely and efficient manner.

Overall, the Maintenance and Right of Way Preservation program in Riviera Beach plays a crucial role in maintaining the city's infrastructure, promoting public safety, and enhancing the quality of life for residents and visitors alike.

B. Significant parking facilities

Riviera Beach has several significant parking facilities, including the public parking lot at Ocean Reef Park, which provides 238 parking spaces, and the city's Marina Parking Lot, which has over 300 parking spaces for vehicles, trailers, and boats. The Riviera Beach Municipal Marina also offers boat trailer parking for customers. The Port of Palm Beach has several parking facilities for cruise passengers. Additionally, there are several private parking facilities throughout the city, including at shopping centers and hotels.

C. Public Transit System

Riviera Beach has a public transportation system provided by Palm Tran, which is the primary public transit provider in Palm Beach County. Palm Tran offers fixed-route bus service and paratransit service for individuals with disabilities. Palm Tran has over 30 fixed-route bus routes serving various parts of Palm Beach County, including routes that serve Riviera Beach. The regular one-way fare for Palm Tran is $2.00, and the reduced fare for seniors, disabled individuals, and Medicare cardholders is $1.00. Palm Tran buses operate from early morning until late evening, with some routes running 24 hours a day. All Palm Tran buses are wheelchair accessible and have accommodation for individuals with disabilities. Palm Tran has a mobile app that allows users to plan trips, track buses in real time, and purchase fares. Additionally, many Palm Tran buses are equipped with GPS technology that allows riders to track their bus in real time. Palm Tran connects with other regional transportation providers, including Tri-Rail and the South Florida Regional Transportation Authority, to provide seamless transportation options throughout South Florida.

Palm Tran operates several bus routes (routes 1, 3, 4, 20, 21, 30, 31, and 33) in the Riviera Beach and the surrounding areas, including ***Route 20***, which runs primarily north/south movement through the city along Australian Avenue. The major transfer points outside the city at the Gardens Mall on PGA Blvd. and at ST. Mary’s Hospital in West Palm Beach provide access to the entire system. Route 20 generally runs from 6:00 AM to 7:30 PM on a 30-minute headways Monday through Friday, and at weekends it runs with modified hours. ***Route 21*** provides multi-directional service along Blue Heron

Blvd., US 1 and Martin Luther King Jr. Blvd. from the Beach to the Gardens Mall. The route also traverses sections of Old Dixie Highway, Silver Beach Road, Avenue S, 16th St., and Australian Ave. Route 21 generally runs from 6:00 AM to 7:00 PM on a 60-minute headways Monday through Friday, and at weekends it runs with modified hours. ***Route 30*** provides east/west service along Blue Heron Blvd. from the VA Medical Center to Singer Island. This service generally runs from 6:30 AM to 6:30 PM during weekdays, 8:00 AM to 5:00 Pm on Saturdays and 10:00 AM to 4:00 pm on Sundays. The average headway is 30 minutes during weekdays and 60 minutes on weekends. ***Route 31*** provides service to downtown West Palm Beach with the northernmost terminus the VA Medical Center. This service also provide service along 45th St., including Columbia Hospital and the Mangonia Park Tri-rail Station. Route 31 generally runs from 6:00 AM to 7:30 PM on a 30-minute headways Monday through Friday, and at weekends it runs with modified hours.

A. Fixed Route

The Palm Tran, public transportation agency for Palm Beach County operates the fixed routes bus service serving the city of Riviera Beach, Florida. It operates a fleet of buses that provide service to the city and the surrounding areas.

Palm Tran offers several routes that connect to other Palm Tran services and to Tri-Rail commuter rail stations. The routes also provide access to shopping centers, medical facilities, schools, and other key destinations in the city. Within the City of Riviera Beach, Palm Tran operates routes 1, 3, 4, 20, 21, 30, 31, and 33.

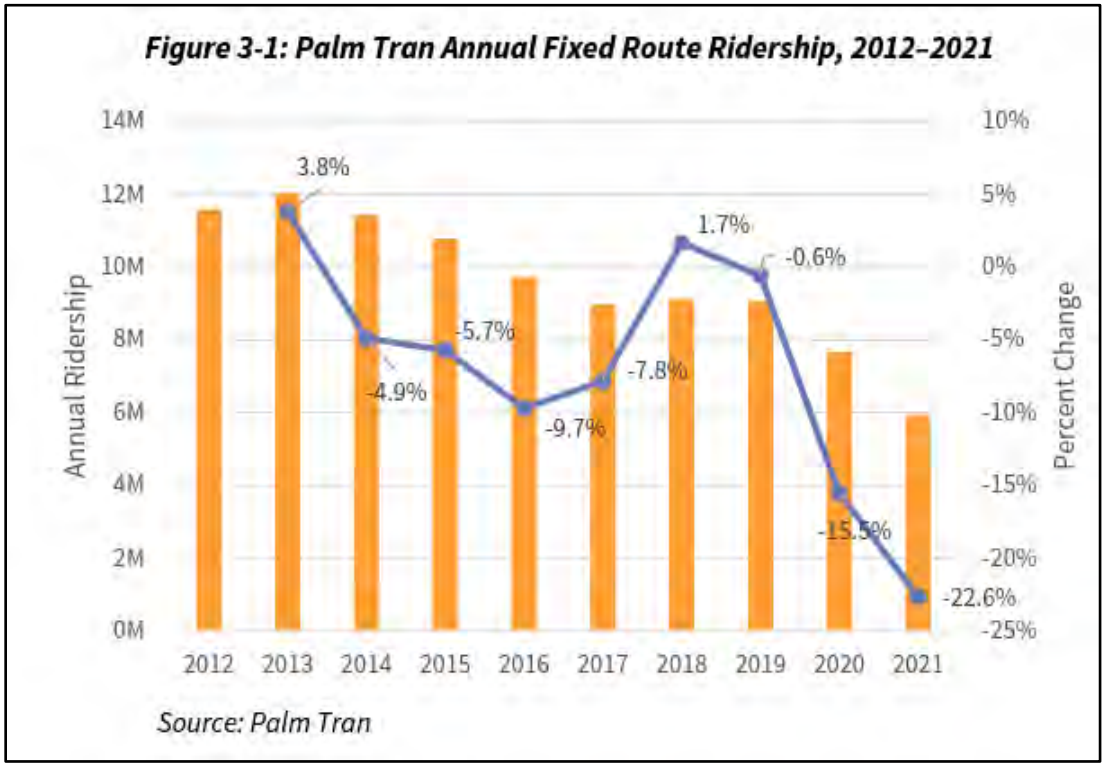


Figure 8 Palm Tran Annual Fixed Route Ridership, 2012-2021

Complete and current information on schedule and route changes is available at:

https://www.palmtran.org/

B. *Palm Tran Connection Service*

Palm Tran provides a Palm Tran Connection (PTC) paratransit service catering to the transportation needs of elderly and disabled individuals who are unable to use the regular fixed-route system. The paratransit service offers curb-to-curb transportation within a designated service area. The State of Florida Transportation Disadvantaged Trust Fund sponsors the Transportation Disadvantaged (TD) Program, which offers transportation services throughout Palm Beach County during the same hours and days as the Palm Tran fixed-route bus service. In addition, the paratransit service is available to Americans with Disabilities Act (ADA) and Division of Senior Services (DOSS) program participants. The cost for one-way trips is $3.50 for ADA and TD program attendees, while DOSS program participants can use the service free of charge on designated routes.



Figure 9 Paratransit Service

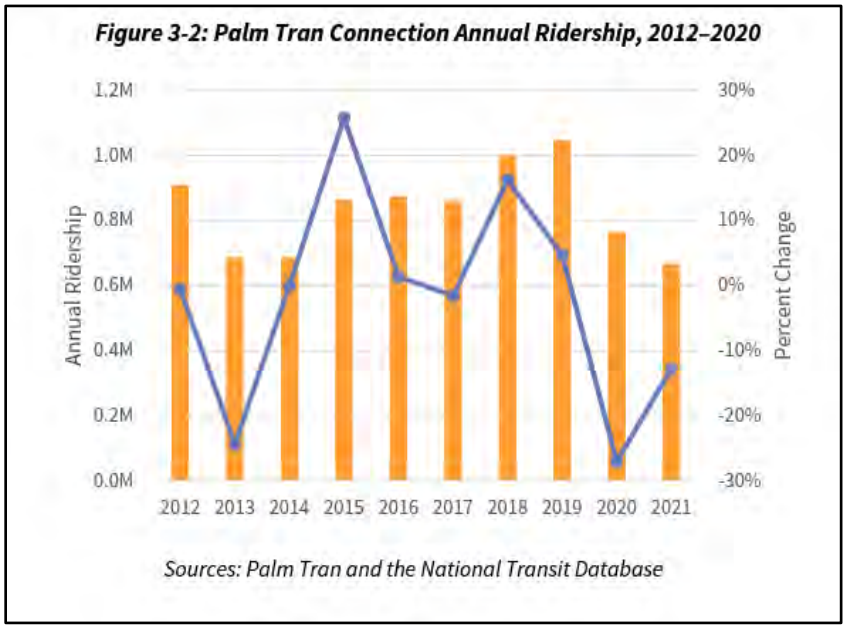


Figure 10 Palm Tran Connection Annual Ridership, 2012-2020

Complete and current information on Community Shuttle service is available at:

https://www.palmtran.org/connection/

https://www.palmtran.org/wp-content/uploads/2021/10/2021-Palm-Tran-Connection-Rider-v11-YA-9.23.21.pdf

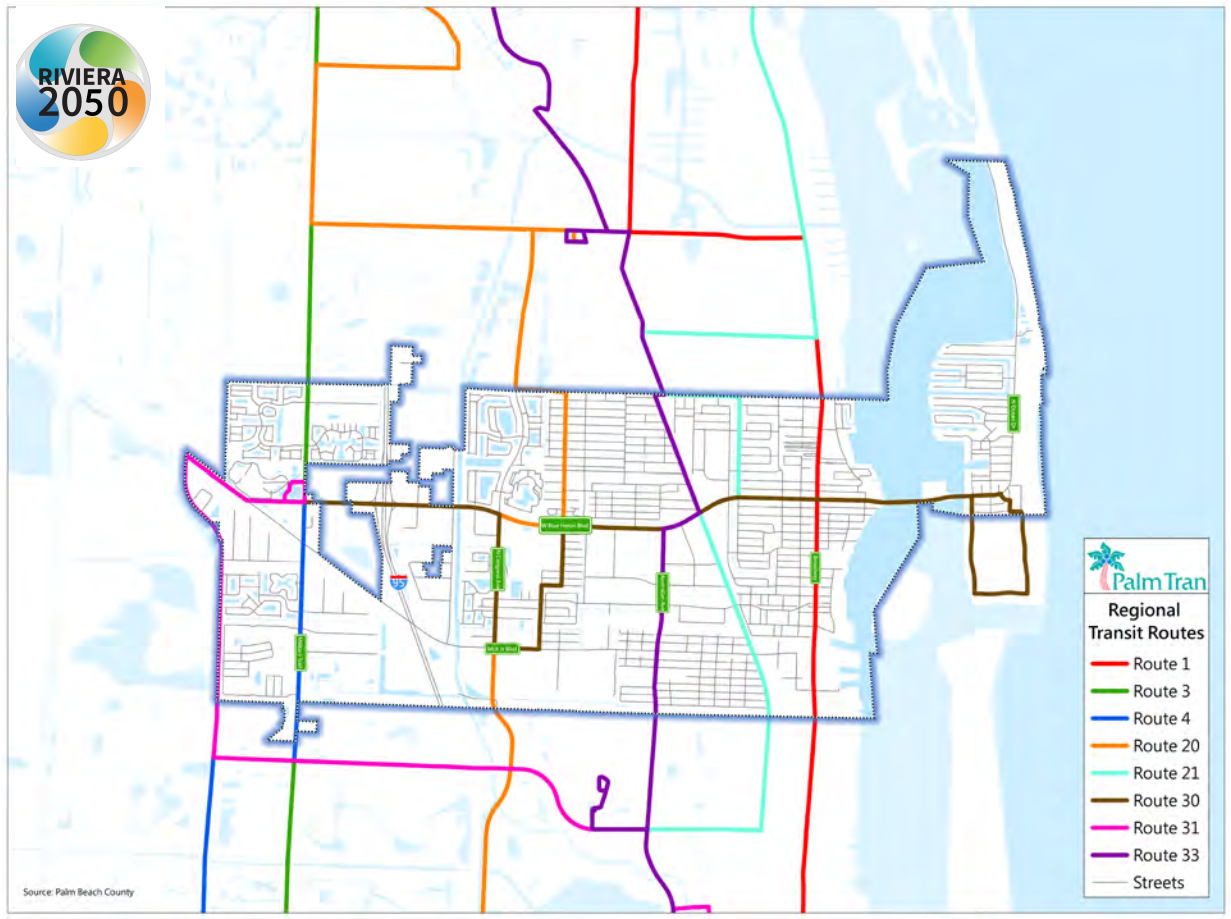


Figure 11 Regional Transit

D. Significant Bicycle and Pedestrian Facilities

Palm Beach County's Riviera Beach area has several bicycle and pedestrian facilities to enhance the safety and mobility of non-motorized users. Some of the significant facilities include:

A. ***Blue Heron Boulevard Multi-Use Trail:*** A 10-foot-wide multi-use trail, separated from the roadway by a curb and gutter, runs along the south side of Blue Heron Boulevard, providing a safe and convenient pedestrian and bicycle connection between the waterfront and other areas.

B. *13th Street Sidewalk:* A 6-foot-wide sidewalk on the west side of 13th Street provides a safe and accessible pedestrian facility for the surrounding community.

C. *Broadway Sidewalk:* A 6-foot-wide sidewalk on the east side of Broadway provides a safe and accessible pedestrian facility for the surrounding community.

D. *Riviera Beach Marina Village Bicycle and Pedestrian Improvements:* The project includes bike lanes, sharrows, and pedestrian improvements along the roadway and shared-use paths along the marina.

E. *Avenue H Bicycle and Pedestrian Improvements:* The project includes the installation of bike lanes, pedestrian crosswalks, and sidewalks on Avenue H from 6th Street to 13th Street.

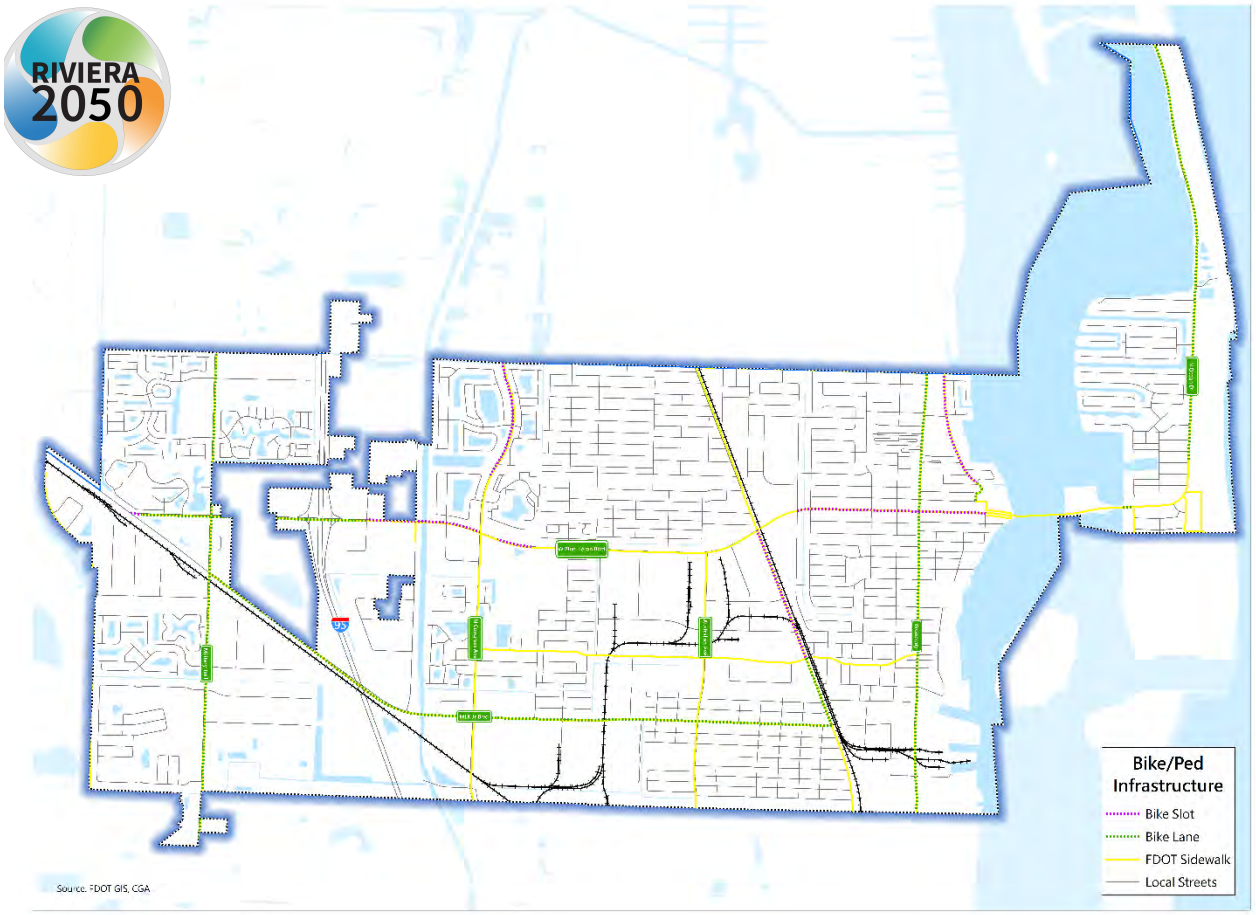


Figure 12 Bicycle & Pedestrian

These facilities aim to encourage walking and bicycling as a safe and healthy alternative mode of transportation and enhance connectivity between residential areas, commercial areas, and key destinations in the Riviera Beach area.

E. Strategic Intermodal System

The Strategic Intermodal System (SIS) is Florida's high priority network of transportation facilities important to the state's economy and mobility. The SIS is the state's highest priority for transportation capacity investments and a primary focus for implementing the Florida Transportation Plan (FTP), the state's long-range transportation vision and policy plan.

Within Riviera Beach, SIS facilities are:

- I-95
- SR 710 / Beeline Highway / MLK Jr Blvd
- Port of Palm Beach
- Atlantic Intracoastal Waterway
- CSXT Rail line
- FEC Rail line

F. Multi-Modal Facilities

1. *Amtrak*

Amtrak operates an intercity rail service on the CSX rail line. The nearest station is at 209 S Tamarind Ave in neighboring West Palm Beach Downtown. Complete and current information on schedules and fares is available at:

https://www.amtrak.com/home

2. *Brightline Trains*

The Florida East Coast (FEC) Railway line passes through the city, parallel to and just east of Dixie Highway, and serves freight and Brightline/Virgin Trains passenger traffic. The nearest Brightline station is in the City of West Palm Beach (501 Evernia St, West Palm Beach, FL 33401) with other stations in Boca Raton, Fort Lauderdale, Aventura, and downtown Miami, and future service planned to Orlando and Tampa. More information is available at:

https://www.gobrightline.com/

3. *Tri-Rail*

Tri-Rail operates commuter passenger service on the CSX tracks running parallel I-95, providing a direct connection north as far as Mangonia Park station in West Palm Beach, and south as far as the Miami International Airport. The closet station from Riviera Beach is Mangonia Park station (1415 45th St, West Palm Beach, FL 33407) that is remarkably close from the city's south boundary. Palm Tran fixed route bus service routes 21, 31, 33 have stop at Mangonia Park station. Complete and current information on train schedule and shuttle bus route and schedule is available at:

https://www.tri-rail.com/stations/mangonia-park

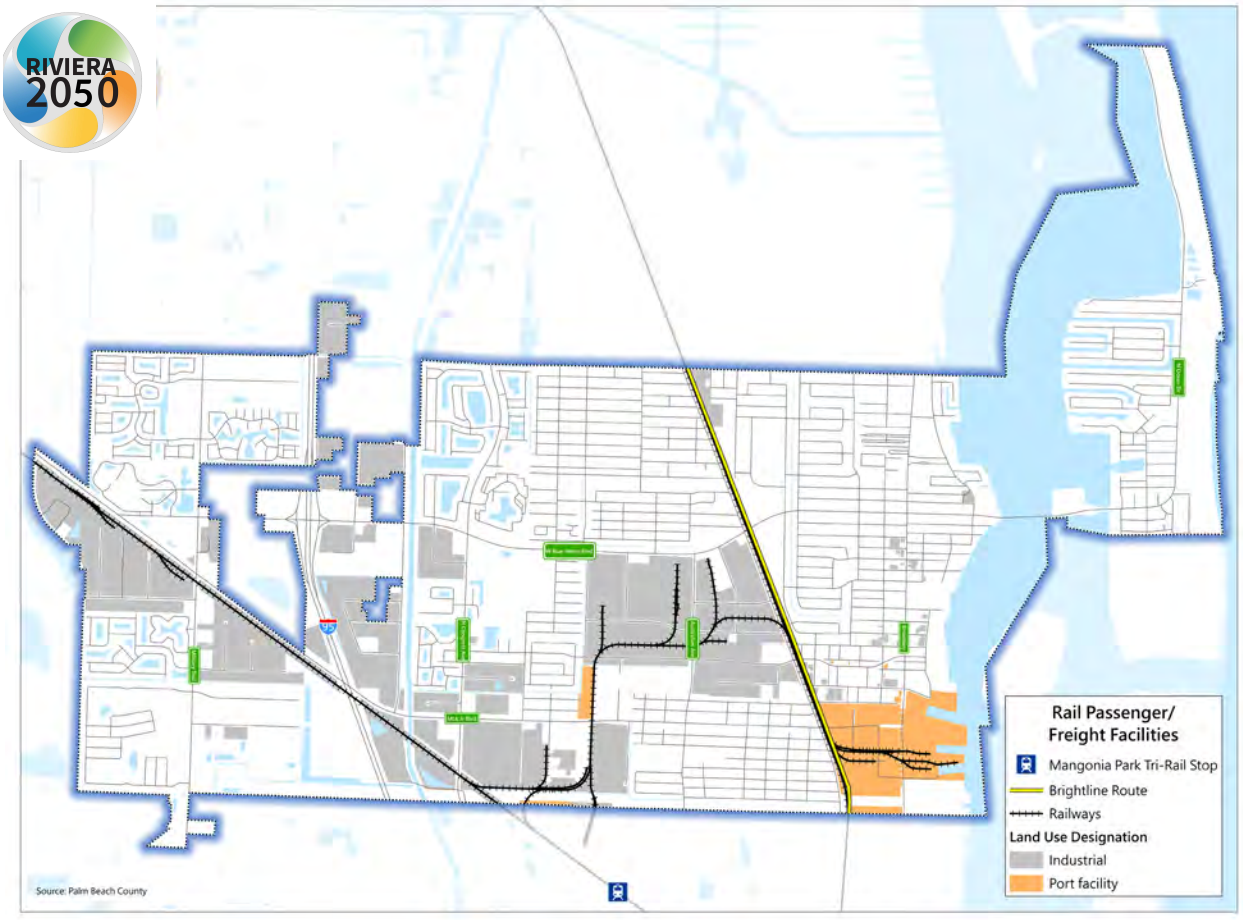


Figure 13 Rail Facilities

4. *Airport*

There is no airport within the city limits of Riviera Beach. The Palm Beach International Airport (PBI) is the nearest airport to Riviera Beach, located approximately twelve miles to the south. Other airports in the vicinity include the Fort Lauderdale-Hollywood International Airport (FLL), located about fifty miles to the south, and the Miami International Airport (MIA), located about seventy-five miles to the south.

5. *Port of Palm Beach*

The Port of Palm Beach is a seaport located in Riviera Beach, Florida. It is an independent governmental agency that operates as a landlord, leasing 157 acres of the waterfront to terminal operators and tenants. The port is one of the busiest container ports in Florida and serves as a major gateway for the shipment of perishable commodities, bulk cargo, and containerized cargo to the Caribbean, Central and South America, and other international destinations. The Port of Palm Beach is also home to a cruise terminal that serves several major cruise lines, including Bahamas Paradise Cruise Line and Grand Celebration. The port contributes significantly to the local economy, providing employment opportunities for thousands of people and generating millions of dollars in revenue each year.

For more information:

https://www.portofpalmbeach.com/

6. *Foreign Trade Zone (FTZ)*

Foreign Trade Zone (FTZ) 135 is a designated area in Palm Beach County, including the Port of Palm Beach, where businesses can bring in foreign goods without having to pay import duties or taxes until they are sold in the U.S. market. The purpose of an FTZ is to encourage international trade and reduce costs for businesses. Companies that operate within an FTZ can also benefit from streamlined customs procedures, increased security, and inventory management. FTZ 135 covers approximately 5,000 acres and is administered by the Palm Beach County Board of County Commissioners.

Below is a list of the sites under FTZ #135.

- Palm Beach Cold Storage located on Port property,
- Team International Corporation located in West Palm Beach,
- Rybovich Marinas in West Palm Beach and Riviera Beach.



Figure 11 Foreign Trade Zone 135 Service Area

For more information:

https://www.portofpalmbeach.com/190/Foreign-Trade-Zone-135

7. *Atlantic Intracoastal Waterway*

Riviera Beach is located on the Atlantic Intracoastal Waterway, which is an inland waterway that runs parallel to the Atlantic Ocean and stretches from Boston, Massachusetts to Key West, Florida. The waterway was created to provide a safe and protected route for commercial and recreational vessels to travel along the East Coast without having to navigate the open ocean. In Riviera Beach,

the waterway provides a vital transportation route for cargo and fuel deliveries to the Port of Palm Beach, which is one of the busiest ports in the state of Florida. Additionally, the waterway also serves as a popular recreational area for boaters and fishermen, with many marinas and boat launch facilities located along its banks.

G. Emergency (Natural Disaster) Evacuation Routes

The Palm Beach County Division of Emergency Management is responsible for hurricane evacuation. Riviera Beach includes parts of the mandatory evacuation zones in Palm Beach County: Zone A (east of the Intracoastal Waterway, evacuated in storm categories 1 or stronger) and Zone B (east of US-1, evacuated in storm categories 3 or stronger). In the City of Riviera Beach, the evacuation routes are US 1, Old Dixie Highway, I-95 and the Florida Turnpike.

Palm Beach County currently operates hurricane evacuation shelters across the County. All hurricane evacuation shelters meet current American Red Cross design standards to withstand hurricane force winds, including window strength and protection, wind and debris exposure, and storm surge inundation.

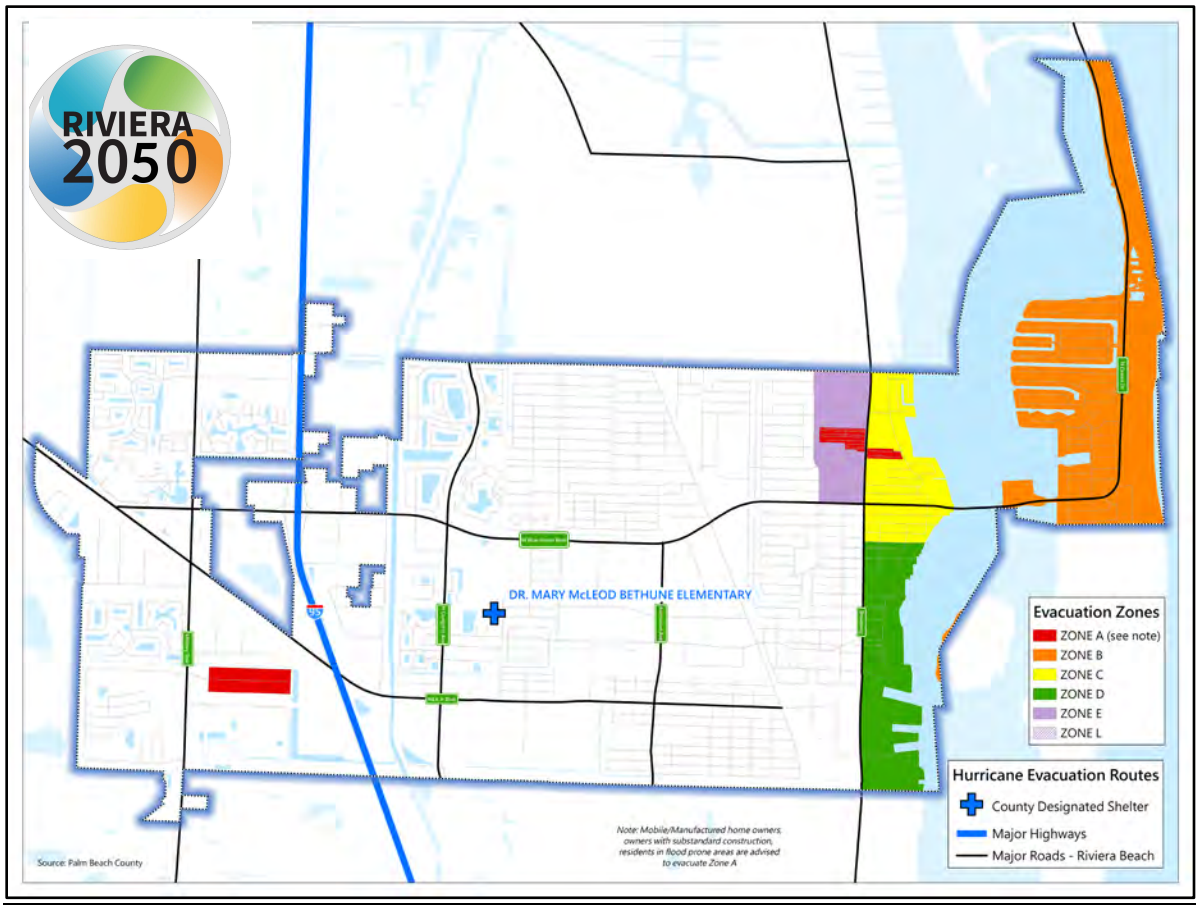


Figure 15 Evacuation Zones

The City will continue to coordinate with Palm Tran to help ensure development of an emergency transit plan for the TCEA and the rest of Singer Island as one means to provide timely evacuation of the Coastal High Hazard Area during tropical storms and/or hurricanes.

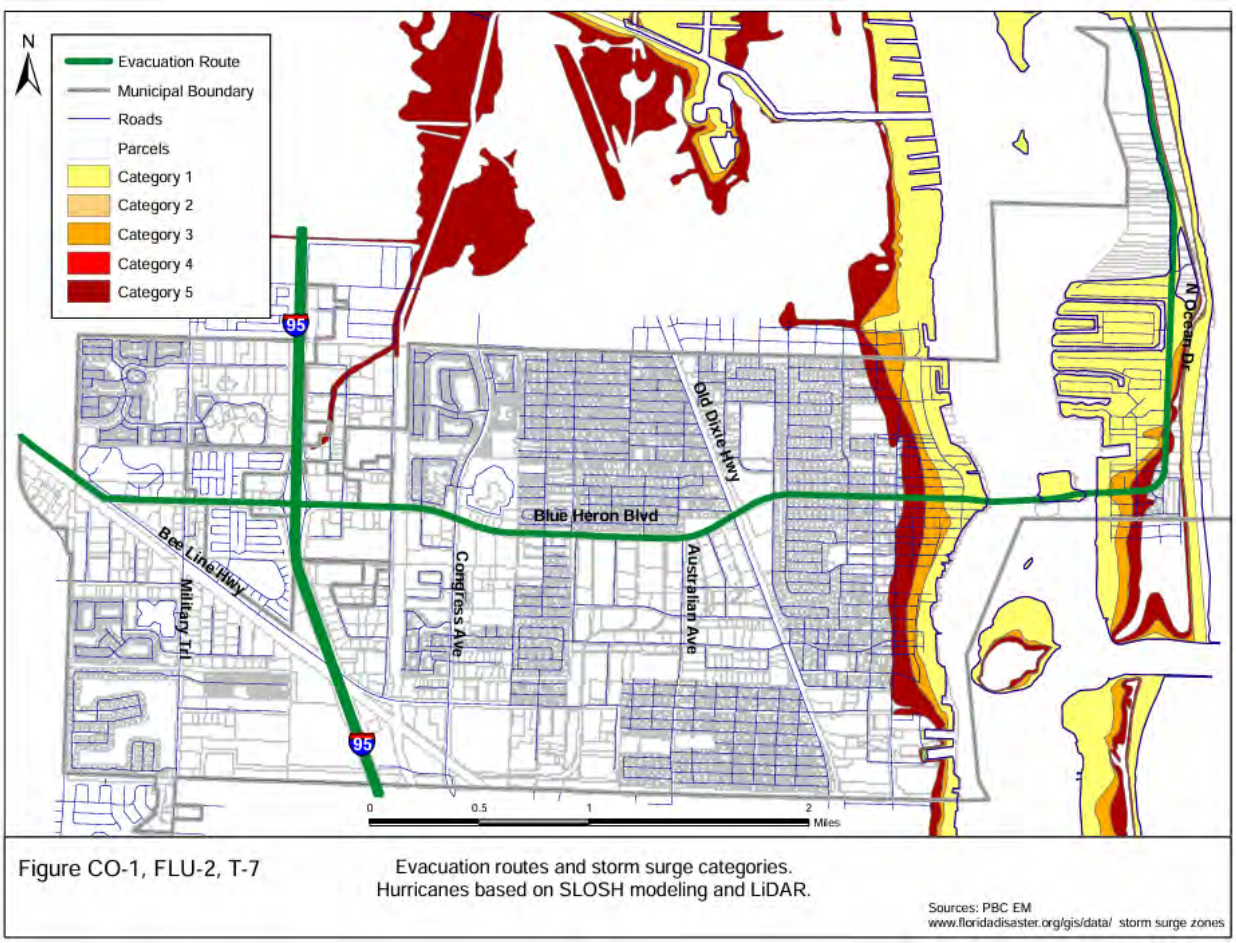


Figure 16 Evacuation Categories

There are several shelters available in Riviera Beach in case of an emergency. Here are some of the shelters located in Riviera Beach:

- Dr. Mary McLeod Bethune Elementary School, 1501 Avenue U, Riviera Beach, FL 33404
- Palm Beach Gardens High School, 4245 Holly Dr, Palm Beach Gardens 33410
- West Gate Elementary School, 1545 Loxahatchee Dr, West Palm Beach 33409

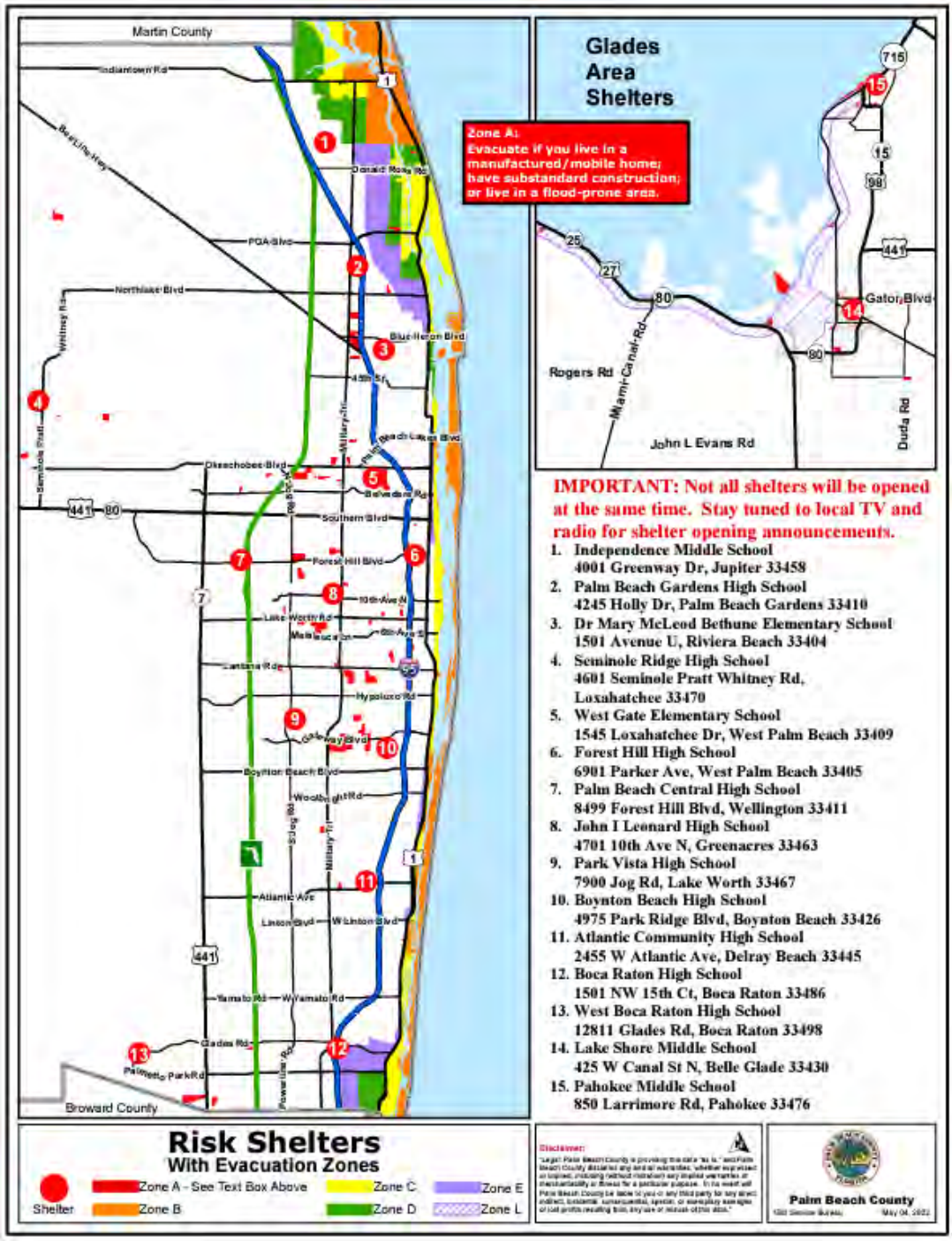


Figure 12 Shelters near Riviera Beach

III. FUTURE TRANSPORTATION SYSTEM AND ANALYSIS

A. Level of Service (LOS)

The future traffic analysis for the City of Riviera Beach is provided in the below table 4:

Table 4 – Daily Traffic Volume and Level of Service – 2045 Adjusted

Roadway Name	From	To	Number of Lanes	Daily Traffic	
				Volume	LOS
Haverhill Road	45th St.	Beeline Highway	5	19300	C
Military Trial	45th St.	Beeline Highway	6D	47700	D
	Beeline Highway	Blue Heron Blvd	6D	46300	D
	Blue Heron Blvd	Investment Lane	6D	38000	D
Garden Road	SR 710 / Beeline Highway	Investment Ln	2	6700	C
Congress Ave	Silver beach Road	Blue Heron Blvd	4D	23900	C
	Blue Heron Blvd	MLKJ Blvd	4D	31000	D
	MLKJ Blvd	45th St.	6D	56400	E
Australian Ave	Blue Heron Blvd	MLKJ Blvd	4D	16800	C
	MLKJ Blvd	45th St.	4D	21200	C
Lake Ave	Dixie Highway	S. M St	2	8300	C
Dyer Blvd	Haverhill Blvd	Military Trail	2	5400	C
Old Dixie / President Barack Obama Highway	45th St.	MLKJ Blvd	4	12800	C
	MLKJ Blvd	Blue Heron Blvd	5	16300	C
	Blue Heron Blvd	Silver beach Road	4	20900	C
US 1	59th St.	MLKJ Blvd	4	31900	D
	MLKJ Blvd	Blue Heron Blvd	5	29200	D
	Blue Heron Blvd	Northlake Blvd	4	33100	D
SR A1A	US 1	S Harbor Dr	4	27500	D
	S Harbor Dr	Bimini Ln	2	16100	E
	Bimini Ln	Island Dr	2	12300	D
Blue Heron Blvd	Beeline Highway	Military Trail	4D	31500	D
	Military Trail	I-95	6	56100	E
	I-95	Congress Ave	6	58000	E
	Congress Ave	Australian Ave	6D	51700	E
	Australian Ave	SR-811	6D	44200	D
	SR-811	AVE F	5	31200	D
	AVE F	US 1	5	25700	D

Martin Luther King Jr.	Blue Heron Blvd	Congress Ave	4	23100	D
	Congress Ave	Australian Ave	4	28800	D
	Australian Ave	Old Dixie/Obama Hwy	4	17800	C
Silver Beach Road	Congress Ave	Old Dixie/ Obama Hwy	3	11200	D
	Old Dixie/ Obama Hwy	US - 1	3	12600	D

Source: https://www.palmbeachtpa.org/static/sitefiles/LRTP/2045/SERPM_8_Model_Volumes_Final_Adjusted_1.pdf

IV. IMPROVEMENT PROGRAMMING

A. Roadway

The Palm Beach Transportation Planning Agency (TPA) Transportation Improvement Program (TIP) for Fiscal Years 2023 through 2027 begins with TPA Board approval of a List of Priority Projects (LOPP). The Priority Projects are divided into three programs: State Road Modifications, Local Initiatives, and Transportation Alternatives. These programs are consistent with the TPA's adopted Long Range Transportation Plan (LRTP) and the funding sources assumed in the financial plan of the LRTP.

- **State Road Modifications** are to be funded with a portion of District Dedicated Revenue (DDR) Funds, DS Funds and State Public Transportation Office (DPTO) Funds. The portion of funding available for State Road Modification projects is expected to be the remaining revenue from these sources after satisfying operations and maintenance requirements, district-managed SIS commitments, and statutory obligations to other modes of transportation.
- **Local Initiative Projects** are to be funded with the TPA's sub-allocated share of Surface Transportation Program funds (SU) and supplemented with statewide Surface Transportation Program funds (SA) where possible. Some SU and/or SA funds may occasionally be used for State Road Modification projects when state revenues are inadequate to fully fund those projects.
- **Transportation Alternative Projects** are to be funded with the federal Transportation Alternative (TA) revenue.

A list of the projects within the limits of City of Riviera Beach is given below:

FY 23-27 TIP Projects

FM Number	Location	Description	Construction Year	Type of Work
4457691	A1A / Blue Heron Blvd Over Intracoastal Waterway	Partial Deck Replacement Bridge #930269	2023	Bridge-Repair / Rehabilitation
4228271	Port Of Palm Beach Port-Wide Slip Redevelopment		2016	Seaport Capacity Project
4383862	Us-1 From 59th St to Northlake Blvd	Reconstruct as 4 lanes, add bike lanes and medians;	2025	Bike Lane/Sidewalk

		move barrier wall on bridge to protect bike lanes; install mast arm signal at 20th, add streetlights/ped-scale lights where feasible		
20230018	Australian Ave from 45th St to Blue Heron Blvd	Resurfacing	2023	Resurfacing
4383841	Australian Avenue From 1st Street to Blue Heron Boulevard	Install enhanced street lighting	2023	Lighting
4483041	Palm Tran Various Locations	Install 5' sidewalk connections and ADA bus stop enhancements at 110 bus stops.	2024	Public Transportation Shelter
4480731	Traffic Signals in Northern Palm Beach County	Upgrade the signals from span wire to mast arms at the intersections of: US-1 at Silver Beach Rd; Military Trl at Investment Ln; Okeechobee Blvd at Quadrille Blvd EB & WB.; Lakeview Ave at Quadrille Blvd	After 2027	Traffic Signals
4461031	Military Trail from South of Devons Rd To North of Flag Dr	Resurfacing	2023	Resurfacing
4465511	Beeline Hwy/Sr-710 From Martin County Line to Old Dixie Highway	Add connected vehicle elements, as well as traditional TSM&O to the corridor. Includes, but is not limited to, freight signal priority, CCTVs, Bluetooth devices, and ADMS.	2024	Arterial Traffic Mgmt. Systems
4192511	Beeline Hwy/Sr-710 From Northlake Blvd to Blue Heron Blvd/Sr-708	Widen roadway from 4 lanes to 6 lanes and reconstruct Northlake intersection to include displaced N/S left turn lanes.	2023	Add Lanes & Reconstruct

LRTP 2045 Projects

Project ID	LRTP Number	Plan	Location	Length	Lead
4442023	SIS025	2035	I-95 from Congress Ave (overpass) to Blue Heron Blvd	5.07	FDOT
-	SIS001	2035	Beeline Hwy/SR-710 from Congress Ave to Blue Heron Blvd	1.88	FDOT

4192511	SIS002	TIP	Beeline Hwy/SR-710 from Blue Heron Blvd to Northlake Blvd	3.14	FDOT
-	TPA021	Study in FY 25-30	US 1 from Boynton Beach Blvd to PGA Blvd	-	TPA
-	TPA010	Study in FY 25-30	Military Trail from Glades Rd to PGA Blvd	-	TPA

B. Transit

Major transit improvements are planned during development of the Palm Tran's Transit Development Plan (TDP) for the FY 2022 through 2031. All proposed investments of state and federal funds related to transit appear first in the LRTP and, when the first funded phase is within five years, in the TIP.

1. Service Improvements

- **561 Plan/Core Network Improvements (Phase 1):** Improve frequencies on the five highest ridership routes (Routes 1, 2, 3, 43, and 62) to 15-minute headways on weekdays. Saturday frequency for Route 62 is improved from 45- to 30-minute headways to align with Saturday service levels for the other four routes.
- **Sunday Service Improvements**: Increase service spans, as needed, so that all routes generally operate from 8:00 AM to 7:00 PM on Sundays. This includes adding Sunday service for routes that currently operate Monday-Saturday, except for Route 41.
- **St. Lucie-Palm Beach Express Service:** Implement the three phases of the new express bus service as follows:
    - Phase 1: Non-stop service between the Gatlin Park-and-Ride and the West Palm Beach Intermodal Transit Center with two trips per day.
    - Phase 2: Add 2 interim stops and increase the number of daily trips to eight total.
    - Phase 3: Extend service south from the Intermodal Transit Center to the Congress Avenue Park-and-Ride and increase service to 10 daily trips.
- **TNC Partnership Program:**

  The TNC Partnership Program is designed to enhance public transportation systems by addressing what is commonly known as the "first/last mile" problem. This problem refers to the difficulty that many users of public transport face in getting from their starting location to the nearest transit stop (the first mile) and from the last transit stop to their final destination (the last mile). These gaps can significantly affect the convenience and usability of public transit, discouraging its use. To bridge this gap, the program proposes establishing a pilot program that collaborates with Transportation Network Companies (TNCs) such as Uber, Lyft, or other on-demand ride services. The idea is to use these TNCs to provide subsidized, on-demand transit services that can efficiently connect people to the main Palm Tran service, thereby improving its accessibility and extending its effective reach. This could involve special deals or fare integration between the TNCs and Palm Tran, making it more cost-effective for users to combine both services in a single journey.

Specific recommendations for this program would be identified from the outcomes of Route Performance Maximization (RPM) 2.0 project, which likely stands for a planning or evaluation process focused on enhancing the Palm Tran service. These recommendations could detail aspects such as:

Target Areas: Identifying specific areas where the first/last mile connectivity is most needed or could have the highest impact.

Subsidy Structure: Determining how the subsidies would be structured, including how much of the ride cost would be covered, and under what conditions.

Partnership Models: Establishing the terms of partnership with TNCs, including service standards, data sharing agreements, and operational responsibilities.

Integration with Existing Services: Ensuring that the TNC services are well integrated with existing public transit schedules and payment systems, to provide a seamless experience for users.

Evaluation Metrics: Setting clear metrics for evaluating the success of the pilot program, such as increased ridership on Palm Tran services, user satisfaction, and reduction in total journey times.

The overarching goal of the TNC Partnership Program is to make public transportation more attractive and viable for a larger segment of the population by removing barriers to its use, ultimately leading to increased ridership, reduced traffic congestion, and lower carbon emissions. It represents an innovative approach to leveraging modern technology and the flexibility of Mobility On Demand (MOD) transit services to complement traditional public transportation systems.

- **561 Plan/Enhanced Transit Corridors:** Implementing premium transit service will require a dedicated local funding source. To reflect the current financial reality, it is assumed that implementation of any premium transit services will occur after 2031. The County's current 1% infrastructure sales tax could be repackaged for transportation and approved by voters in 2026, which would provide the needed local funding source to start implementing the 561 Plan elements. In anticipation of this scenario, it is assumed that PD&E studies for the three priority corridors (Okeechobee Boulevard/SR-7, US-1, and Lake Worth Road) will be undertaken in the latter five years of this plan. PD&E studies for the remaining 561 corridors are assumed to occur after 2031.
- **561 Plan/Core Network Improvement (Phase 2):** Implement remaining improvements to the core network (Routes 46, 73, 81, and 91) to 15-minute headways on weekdays and 30 minutes on Saturdays. It is assumed that these improvements will be implemented in the latter five years of this plan to correspond with preparing to implement premium transit services.

2. Capital/Infrastructure Improvements

The following capital and infrastructure improvements are included in the 10-year plan.

- Transportation Concurrency Exception Area (TCEA): is established and designated for the portion of the Community Redevelopment Area (CRA). The primary purpose of a TCEA is to allow development to occur in urbanized areas where infrastructure already exists, thereby reducing urban sprawl. The City shall annually inventory and prioritize proposed transportation improvement projects within the boundaries of the TCEA for inclusion in the City's Five-Year Capital Improvements Program. The TCEA concurrency exceptions apply to all land uses, development and types of facilities within the TCEA.

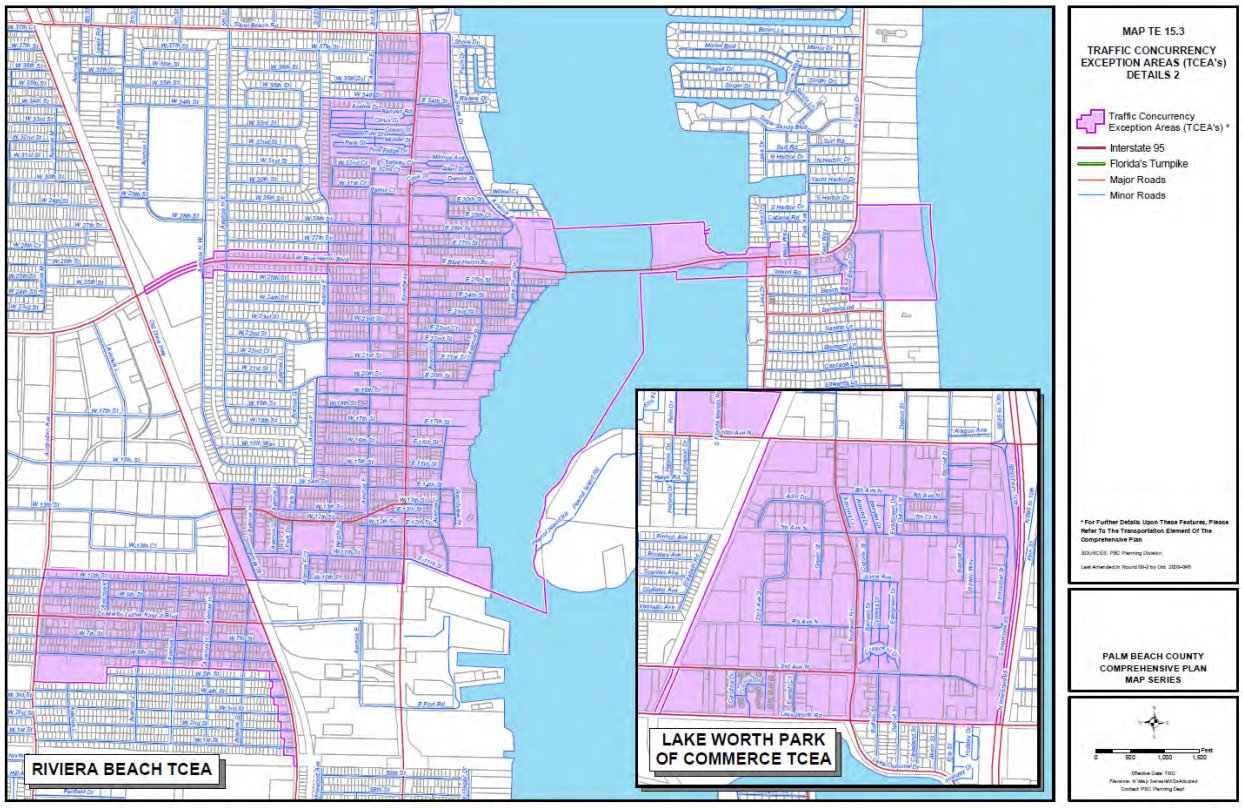


Figure 18 Traffic Concurrency Exception Areas (TCEA's) in Riviera Beach, FL.

- **Fleet Replacement and Acquisition Program:** The 10-year plan includes the replacement of Palm Tran's existing fleet based on the established schedule to maintain these assets in a state of good repair. For Connection vehicles, the annual funding allocation will afford Palm Tran the ability to replace vehicles earlier than the current 300,000-mile benchmark and expand the fleet.
- **Bus Stop Improvement Program:** In addition to funding set aside in the FY 2022-2026 TIP for the construction/replacement of 70 bus shelters and accessible pathways (sidewalks) at 100 bus stops, an annual bus stop improvement program to implement bus stop infrastructure and accessibility improvements throughout the system, as well as technological improvements like real-time arrival signs, is included. Recommendations from Palm Tran's

Bus Stop Consolidation and ADA Accessibility Study will guide implementation of funds for identified improvements.

3. Technology Improvements

The following technology-related improvements are included in the 10-year plan.

- Needed bus radio system upgrades.
- **Transit Signal Priority:** It is assumed that TSP will be implemented on the three priority corridors (Okeechobee Boulevard, **US-1**, and Lake Worth Road) to benefit local bus service on these high ridership routes and as a precursor to future premium transit services.
- **Bus Stop Technology:** As part of the overall effort to improve the rider's experience, $150,000 has been programmed annually for real-time arrival signage at specified bus stops.
- **Wi-Fi Enabled Fleet:** This assumes enabling Wi-Fi on all Connection 12-passenger cutaway vehicles and Go Glades vehicles, as well as fixed route buses for expanded/new services and MOD vehicles in the latter part of the plan.

For Riviera Beach, FL, addressing traffic congestion issues, particularly those exacerbated by the utilization of transit lines by different entities such as the port and rail line, as well as school traffic, requires a comprehensive and multi-faceted approach. The following recommendations aim to alleviate congestion, improve traffic flow, and enhance overall mobility for residents, commuters, and businesses:

- Enhanced Coordination with Port and Rail Operations
    - Enhanced Transit Connections - Scheduling Adjustments: Work with the port and rail operators to adjust schedules, minimizing peak traffic times' impact. Prioritizing freight movements during off-peak hours can reduce congestion. Improve connections between existing transit lines and major employment centers like the port and areas with significant school traffic. This could involve more frequent bus or shuttle services during peak times.
    - Promote TNC Partnership for Port and Rail Workers: Utilize the TNC Partnership Program to offer subsidized, on-demand rides for port and rail workers, potentially reducing personal vehicle use during shift changes.
    - Traffic Management Systems: Implement advanced traffic management systems that can adapt to real-time traffic conditions and adjust signal timings to accommodate fluctuations in traffic due to port and rail activities.

- School Traffic Management
    - Staggered School Start Times: Work with schools, particularly Suncoast, to explore staggered start and end times, reducing the volume of traffic during peak periods.
    - Safe Routes to School Programs: Implement or enhance Safe Routes to School programs, encouraging walking and biking to school where feasible, reducing the number of vehicles on the road.
    - Dedicated School Transit Services: Implement dedicated bus services for students attending schools like Suncoast, coordinating with Palm Tran's improved

frequencies and TNC partnerships to offer reliable and efficient transportation options

- Infrastructure Improvements
  - Roadway Improvements: Assess and implement necessary roadway improvements such as adding turn lanes, optimizing traffic signal timing, and improving intersections to facilitate smoother traffic flow around congested areas.
  - Pedestrian and Bicycle Infrastructure: Develop and enhance pedestrian and bicycle infrastructure, providing safe and attractive alternatives to car travel, which can help reduce the number of vehicles on the road.

- Traffic Demand Management (TDM) Strategies
  - Flexible Work Hours: Encourage businesses, including the port and those affected by rail operations, to adopt flexible work hours or telecommuting policies where possible to reduce peak period traffic volumes.
  - Carpooling and Rideshare Programs: Promote carpooling and rideshare programs among students, port, and rail workers to decrease the number of vehicles contributing to congestion.

- Community Engagement and Education
  - Public Awareness Campaigns: Launch campaigns to raise awareness about alternative transportation options, benefits of off-peak travel, and the impact of individual commuting choices on traffic congestion.
  - Feedback Mechanisms: Establish feedback mechanisms for residents, businesses, and commuters to report issues and suggest improvements regarding traffic and transportation infrastructure.

- Monitoring and Evaluation
  - Traffic Studies and Data Analysis: Conduct ongoing traffic studies and data analysis to monitor the effectiveness of implemented measures, making adjustments as necessary based on observed traffic patterns and congestion trends.

Implementing these recommendations requires collaboration among local government, transportation agencies, schools, businesses, and the community. A phased approach, starting with short-term interventions and planning for long-term infrastructure projects, can help Riviera Beach address its current traffic challenges and build a more efficient and sustainable transportation system for the future.

CITY OF RIVIERA BEACH

COMPREHENSIVE PLAN

PARKS, RECREATION & OPEN SPACE ELEMENT

DATA, INVENTORY & ANALYSIS

FEBRUARY 2024

PURPOSE

The Recreation and Open Space Element of the City of Riviera Beach Comprehensive Plan address recreation and open space planning issues for The City. In March of 2021, the City completed its very first Parks and Recreation Master Plan. The Master Plan addresses any system wide deficiencies, operational inefficiencies, and/or if there have been any years of deferred maintenance. The Recreation and Open Space Element of the Comprehensive Plan aligns with the Master Plan's intent to improve the quality of life for its residents, while also addressing the growth expected during the coming decade.

The purpose of the Recreation and Open Spaces Element is to plan for a comprehensive system of public and private recreation and open space sites available to the public. It is the intent of The City that this element sets forth a comprehensive framework for guiding decisions on public policy and capital improvements for recreation facilities and programs in a manner consistent with the City's goals and objectives.

Statements of goals, objectives, and policies for guiding the City's implementation actions conclude the element. These statements provide direction for the municipal recreation programs and maintenance of parks, open space, and recreation facilities to assure that the needs of Riviera Beach residents will be met in the future.

Recreation and Open Space

Parks play a vital indispensable role in creating healthy, vibrant, and livable cities and communities which are capable of successfully attracting capital, creative talent, and cultural assets within an increasingly competitive global marketplace.

Over time the functions of parks within the American cultural environment have changed. Today the recognition that integrated park systems can form the core of successful communities is well documented and understood within the planning profession. As the post-industrial economy has continued to evolve and society has adapted, parks have become more than just recreation amenities that passively contribute to communities. Parks and open spaces are now the economic drivers and place-defining elements of our communities. Well-designed and resourceful parks have become engines for attracting people and businesses seeking to benefit from a high quality of life.

The changing trends in recreation demand is driven by affluent, knowledge-based workers, coupled with the simultaneous impacts of aging populations, growing inequity among households, and the highest immigration level in a hundred years, have resulted in the need for park systems that benefit a wide spectrum of users that all value parks as a critical component of their lifestyle. For new residents of Riviera Beach parks and open space are not only an

enticement to move to the City, but also serve as places to socialize, learn and assimilate with the community.

Existing Conditions and Data

This section takes account of the existing conditions of the existing parks and recreation system. The data and information uses a number of guiding documents, demographic information, level of service analysis, system inventory and analysis summary. The City manages nine community parks and nine neighborhood parks.

The City is preserving access to all of its waterfronts, efforts are being made to enhance the 1,000 linear feet of city-owned, direct ocean beach park access. This property is maintained for public use of the City's municipal oceanfront beach from the Singer Island commercial center parking area, sidewalk, and beachfront. Redevelopment studies/efforts of Ocean Mall site incorporate means to ensure adequate and convenient public access to the waterfront is enhanced.

The City goal is to maintain high recreation standards and a system of public recreation facilities that meets the needs of the population and provides access from neighborhoods to community parks and recreation facilities. In order to meet the adopted levels of service for parks and recreation, the City continues to upgrade parks and recreation facilities to be in compliance with ADA accessibility requirements, softball fields, and handball/racquetball courts. The City ensures the use of the Riviera Municipal Beach and/or Bicentennial Park for tournament activities such as beach volleyball, concerts, festivals, and other public events and activities.

Level of Service

The 2020 National Recreation and Park Association (NRPA) Performance Review found a typical park and recreation agency oversees 9.9 acres of parkland per 1,000 residents. Riviera's Beach's LOS is relatively lower at 2.48 per 1000 residents. As the City's population experiences growth in the next 15 years, the City's park system will need to add over 46 acres of new park land to maintain its current LOS levels by 2040. Table 1 provides acreage LOS for neighborhood and community facilities in the City according to the 2021 Riviera Beach Parks and Recreation Master Plan.

Table 1
Riviera Beach Acreage LOS

City Park Type	# of Parks	Acreage	Existing LOS (2020) acreage/ population	LOS 2030	2030 Acreage Needed to Meet Current LOS	LOS 2040	2040 Acreage Needed to Meet Current LOS
Neighborhood Parks	9	11.1	0.3	0.04	1	0.26	2
Community Facilities	8	77.6	2.13	0.91	9	1.8	14
Total City Parks	**17**	**88.7**	**2.43**	**0.95**	**25**	**2.06**	**16**

Source: Riviera Beach Parks and Recreation Master Plan, 2021

A review of the City's park system from an acreage distribution does not consider smaller parks access and level of service provided making the system appear to be unbalanced.

Two additional metrics were used to measure LOS in the Master Plan.

1. The number of facilities, every resident should have similar opportunities to use recreation facilities. The findings for the facility level of service used in the 2019 Florida Statewide Comprehensive Outdoor Recreation Plan (SCORP) compare the number of facilities per population averages in the Southeast Region of Florida. When compared to the SCORP LOS figures for the Southeast Region, Riviera Beach has an adequate number of swimming pools, and tennis courts, with a significant surplus of basketball courts. The City has a minimal deficit in baseball/softball fields, soccer fields and boat launch lanes, these conditions are projected to continue as the population gradually increases over the next 10 years. Table 2 shows the current facility LOS in Riviera Beach.

Table 2: Riviera Beach SCORP Facility Level of Service

Facility Type	Number of Facilities	Existing LOS	2020 Units needed to meet SE Region LOS *=Surplus	RB LOS 2030	2030 Units Needed to Meet SE Region LOS *= Surplus	RB LOS 2035	2035 Needed to Meet SE Region LOS *=Surplus
Baseball/ Soft ball Fields	0	0	3	0	3	0	3
Basketball Courts	0.83	3.2	*12	0.4	*11	2.65	*11
Swimming Pools	1	0.07	*0	0.03	0	0.05	0
Tennis Courts	10	1.22	*2	0.25	*1	1.01	0
Soccer Fields	0	0	2	0	2	0	2
Football Fields	0	0	2	0	2	0	2
Boat Launch Lanes	0	0	1	0	1	0	1
Facilities Not Quantified by SCORP							
Multipurpose Fields	7	0.2	-	0.18	1	0.16	1
Gymnasiums	2	0.06	-	0.05	0	0.05	0
Volleyball	7	0.2	-	0.18	1	0.16	1
Canoe/ Kayak Launches	1	0.03	-	0.03	0	0.02	0
Playgrounds	10	0.28	-	0.25	1	0.23	2
Splash Pad	3	0.08	-	0.08	0	0.07	1
Racquetball Courts	4	0.11	-	0.1	0	0.09	1
Covered Pavilions	19	0.53	-	0.48	2	0.44	4

Source: Riviera Beach Parks and Recreation Master Plan, 2021

2. Access, distance or travel time. Every resident should be able to access specific facilities within walking, bicycling, public transit and/or driving distances. The access level of service is typically measured as a distance, either in miles or travel time. The NRPA uses access as a key component in the concept of Park Equity, which is defined as "ensuring that all people have access to the benefits of local parks and recreation." The classifications for access used distance and are classified as:

***Existing Park Type*:**

- Neighborhood Parks – ½ mile and 1 mile
- Community Facilities – 2 mile
- Special Parks – ½ mile and 1 mile

Neighborhood Servicing Facilities:

- Basketball Courts – ½ mile and 1 mile
- Playgrounds – ½ mile and 1 mile
- Tennis Courts – 1 mile and 2 miles
- Volleyball Courts - 1 mile and 2 mile

Community Servicing Facilities:

- Splash Pads – 2 miles and 3 miles
- Multipurpose Fields – 2 miles and 3 miles
- Gymnasiums – 2 miles and 3 miles
- Canoe/Kayak Launches - 2 miles and 3 miles

Regional Facilities:

- Aquatic Facilities – 4 miles

In general, the majority of the smaller neighborhood parks and open spaces are in the central and eastern parts of the city and provide adequate LOS to those areas when analyzed as ½ mile and 1 mile service areas. Apart from a single neighborhood park facility in the south-western corner of the city, the western part of the city does not have access to neighborhood parks.

Analyzed at a 2-mile service area, community parks and facilities provide service to a majority of Riviera Beach, with the exception of some of the western parts of the City. MLK Junior Boulevard creates a barrier to access to a majority of the western portion of the city.

The Master Plan revealed LOS gaps in the north-western, western, and southern sections of the city. Smaller pockets of gaps exist along the northeastern and eastern edges of the City. The central and eastern parts of the City are well served by parks and recreational facilities. The largest gaps are in the northwestern areas that are primarily residential communities, the demand for walkable access are high without sufficient access to parks.

Population

Using population projections provided by Bureau of Economic and Business Research which projects County populations in Florida, and the population projections from the 2019 Palm Beach Planning Division population model provides analysis of parks LOS and shows as the population grows the estimated demand for all facilities will increase and the City will need to add over 46 acres of new park land and or open space to maintain current LOS standards.

Table 3 depicts population growth in the County grew over 30% in 2000. By 2010 Riviera Beach's population consistently grew, going into 2010, the population of Riviera Beach was 32,488. From 2010 to 2020, the community experienced an uptick in growth of 3.35% reaching a growth rate of 12.06% and surpassing the growth rate of Palm Beach County at 11.3%. Currently the population of Riviera Beach is 36,407. In the next five years, Riviera Beach is expected to continue to grow, but at a slower rate than in the last thirty years, and it's growth is also expected to stay very similar to that of the county.

Table 3: City of Riviera and Palm Beach County Population Projection

	City of Riviera Beach		**Palm Beach County**	
Year	***Population***	***% Change***	***Population***	***% Change***
2000	29,884	8.12%	1,131,191	31.02%
2010	32,488	8.71%	1,320,134	16.70%
2020	36,407	12.06%	1,465,800	11.03%
2025	39,043	7.24%	1,547,200	5.55%
2030	40,691	4.22%	1,616,500	4.48%
2035	42,138	3.56%	1,676,600	3.72%
2040	43,132	2.36%	1,729,500	3.16%

Source: Riviera Beach Parks and Recreation Master Plan, 2021

With the projected slowing of population growth over the next 20 years, a very timely opportunity arises to re-evaluate the city's parks and recreation needs and determine priorities that will begin to address those needs for the growing community in the future. Increased density both in population and demand for employment along the southern edge of Blue Heron Blvd. is creating an evolving labor force and new housing conditions in the City. Increased population and housing in the West, along the southern and northern borders and along the eastern coastal communities exhibits the extensive, and dispersed nature of Riviera Beach changes and gives insight into the heightened, comprehensive recreation demands likely resulting from those changes.

Parks and recreation needs associated with population growth characteristics are strongly impacted as neighborhoods and urban settings become increasingly dense. Future growth, while slowing, will likely still create capacity concerns for certain facilities and programs. The needs and priorities of the community will evolve faster as a result of this growth. With those needs comes a requirement for more access to transit and walkable facilities in densely populated areas, as well as an emphasis on providing parks and open spaces in the growing urban areas along the City's main transit corridors. However, in order to maintain a uniformly high quality of park services for all residents in the City the urban and suburban areas will require updates and programmatic service adjustments across the entire parks and recreation system.

Recreation Expenditures

Recreation expenditures are also an indicator of a population's preferences for leisure-related activities. Esri data provides recreation expenditures for the residents of Riviera Beach in 2020. Table 4 lists the top seven recreation and leisure activities residents spent money on. The highest ranked expenditure for 2020 is TV/ Video/ Audio totaling at $13,560,339. Also ranking high were expenditures on entertainment/ recreation fees and admissions, purchase of sports and exercise equipment.

Table 4: Top Seven Recreation Expenditures for Riviera Beach, 2020

Expenditure Category	Average Amount Spent	Total
TV/Video/Audio	$1,024.27	$13,560,339
Entertainment/ Recreation Fees and Admissions	$553.40	$7,326,451
Toys/Games/Crafts/ Hobbies	$102.81	$1,361,142
Recreational Vehicles and Fees	$97.48	$1,290,585
Sports, Recreation, and Exercise Equipment	$168.95	$2,236,675
Photographic Equipment and Supplies	$41.88	$554,481
Reading	$88.18	$1,167,375

Source: Riviera Beach Parks and Recreation Master Plan, 2021

Table 5 shows the top 10 activities based on participation during 2020, including the number and percentage of adults/ households that have participated in each. A majority of these activities are related to at-will fitness and exercise activities, with walking for exercise receiving the highest participation rates.

Table 5: Top 10 Activities on Participation During 2020

Activity	Expected # of Adults/ HH	Percent
Walking for Exercise	5,092	18.9%
Attend Sports Events	3,171	11.8%
Swimming	2,893	10.8%
Jogging/ Running	2,244	8.3%
Basketball	2,150	8.0%
Bowling	2,019	7.5%
Aerobics	1,193	7.2%
Fishing (Fresh Water)	1,918	7.1%
Bicycling (Road)	1,898	7.1%
Weightlifting	1,896	7.0%

Source: Riviera Beach Parks and Recreation Master Plan, 2021

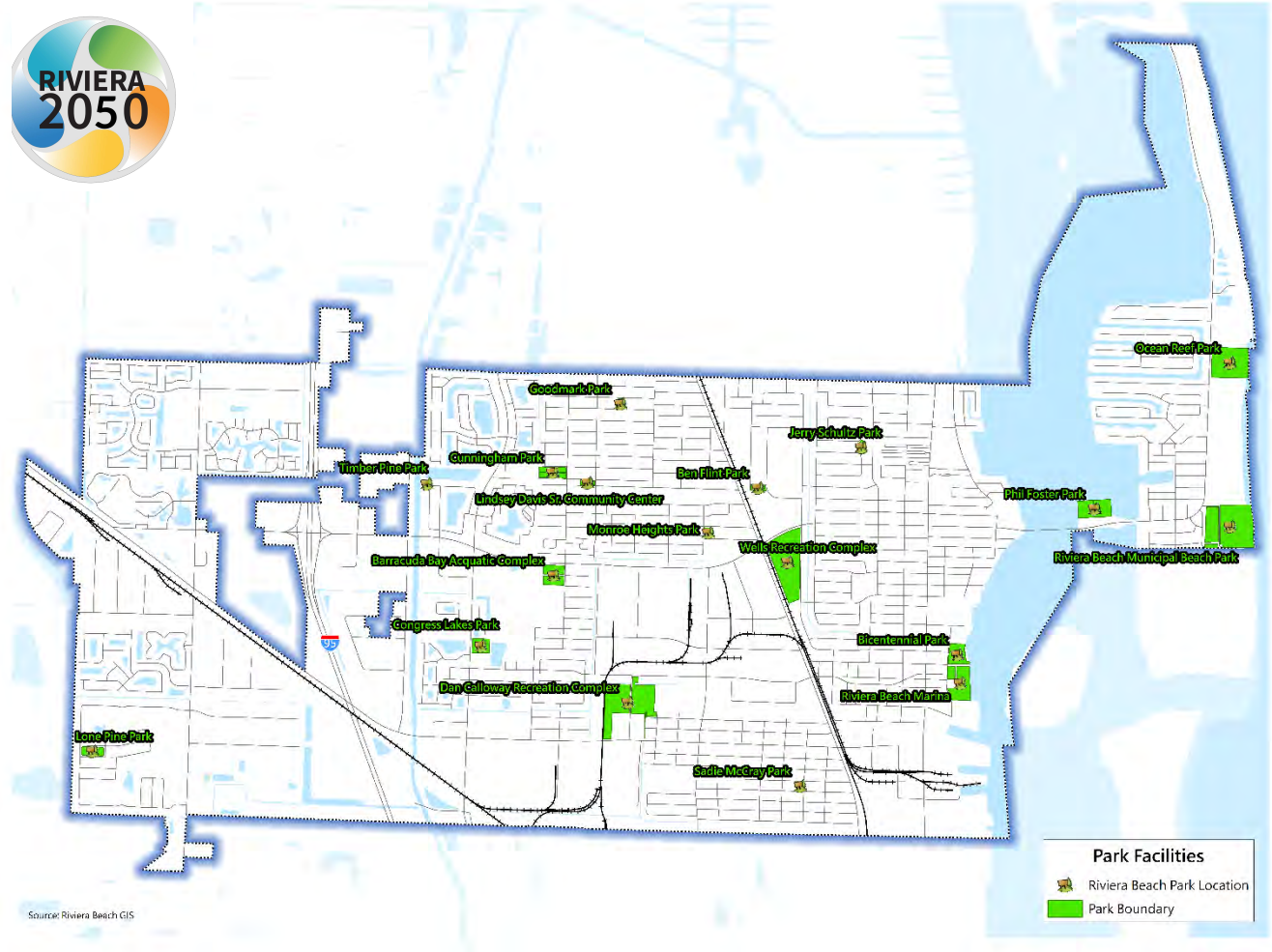
Summary

Parks and recreation facilities are important components of the community. They provide opportunities to enjoy nature, enhance fitness and wellness, provide outdoor adventure, youth sports, and can address food deserts with community gardens. These spaces enhance the sense of community and are magnates for future economic development. Riviera Beach is committed to enhancing access, expanding parks and recreation opportunities, and programming different activities for community residents. Below is a list of existing community parks, neighborhood parks and special facilities.

List of existing Community Parks and Special Facilities and Neighborhood Parks:

- **Barracuda Bay Aquatic Complex:** Located at 1621 W Blue Heron Blvd. Family oriented local water park. There is an Olympic size pool, certification classes for CPR, water safety instructor, 1st aid/lifeguard, water aerobics and swimming classes for ages 6 months and over.
- **Bicentennial Park:** Located at 190 E. 13th Street. This is a waterfront park on the shore of the Lake Worth Lagoon.
- **Dan Calloway Recreation Complex:** Located at 1420 W 10th Street.
- **Lindsey Davis Sr. C.C.:** Located at 1550 W 28th Street.
- **Richard and Annie Brooks C.C.:** Located at 594 W 4th Street.
- **Riviera Beach Marina:** Located at 200 E 13th Street. Offering paddle board rentals, kayak rentals, and eco tours. There is an onsite “Tiki Bar & Grill” restaurant vendor.
- **Riviera Beach Municipal Beach:** Located at 3732 Ocean Ave. Beach access.
- **Wells Recreation Center:** Located at 2409 Ave H West.
- **Ben Flint Park:** Located at 1621 W Blue Heron Blvd.
- **Congress Lakes Park:** Located on N Congress Ave.

- **Cunningham Park:** Located at 1649 W 29th Street.
- **George Street Park:** Located 1621 W Blue Heron Blvd.
- **Goodmark Park:** Located at 190 E 13th Street.
- **Jerry Schultz Park:** Located on 32nd Street and Ave F.
- **Lone Pines Park:** Located at 250 Canterbury Dr West.
- **Monroe Heights Park:** Located at 1104 W 24th Street.
- **Timber Pine Park**
- **Sugar Hill Cemetery**



CITY OF RIVIERA BEACH

COMPREHENSIVE PLAN

COASTAL MANAGEMENT ELEMENT

DATA, INVENTORY & ANALYSIS

February 2024

PURPOSE

The main purpose of the Coastal Management Element is to maintain, restore, and enhance the overall quality of the coastal zone environment, including, but not limited to, its amenities and aesthetic values. It is also meant to plan for and, where appropriate, restrict development activities where such activities would damage or destroy coastal resources, endanger human life, and/or cause inordinate public expenditure in areas subject to destruction by natural disaster. A Coastal Management Element is required by Florida State statute (Section 163.3177, F.S.) for coastal communities. This Data Inventory and Analysis has been prepared to provide a baseline of data in support of the City's updated Coastal Management policies in the *Riviera 2040 Plan*.

COASTAL PLANNING



Source: Photo 41539871 | Lake Worth Lagoon © Thomas Barrat / Dreamstime.com

Riviera Beach is an Atlantic Ocean coastal city located along the southeast coast of the Florida peninsula in Palm Beach County. The city is composed of a mainland portion bordering on the Intracoastal Waterway (ICWW) as well as a primarily residential barrier island (Singer Island) on the other side of the Intracoastal. Singer Island fronts on the Atlantic Ocean to its east and includes the easternmost point in Florida at its southern end (outside of the City limit). Within the Intracoastal, between the Singer Island and the mainland is a roughly 80-acre, County-owned park island (Peanut Island) and also a section of the 20-mile Lake Worth Lagoon, which is discussed further below under Estuarine Conditions. The adjacent Lake Worth Inlet provides excellent lagoon and ocean access for City residents and visitors.

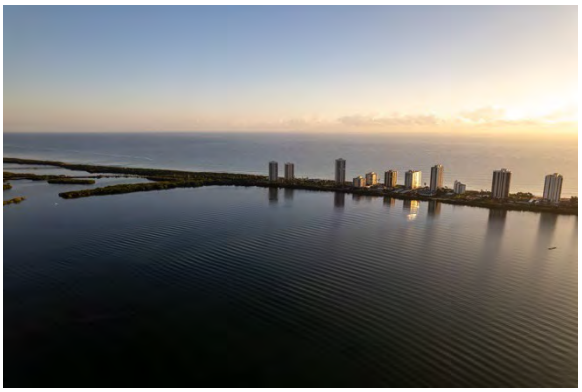


Source: Palm Beach County Comprehensive Plan Map Series, Revised 2022

A relevant planning parameter for the City's coastal planning is the Coastal High Hazard Area (CHHA), defined by section 163.3178(2)(h)9, F.S. as the area below the elevation of the Category 1 storm surge line and established by a countywide Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. This area will be particularly vulnerable to the effects of coastal flooding from tropical storm and hurricane events and would be the evacuation area during a Category 1 (or higher) hurricane. However, there is no Riviera Beach land designated as included in the CHHA in the current Palm Beach County Comprehensive Plan Map Series (only adjacent, County-owned Peanut Island includes land within the CHHA, as shown on the map above). Should CHHA designation criteria change in the future, the amount of land included in the CHHA could change, especially if wave action or sea level rise are added as criteria.

Even though there is currently no CHHA-designated land in Riviera Beach, it should be remembered that stronger storms, while less probable than a Category 1 hurricane, have occurred in Florida in the recent past and can impact parts or all of the Riviera Beach when the city is in their path. These storms can potentially impact the City's coastal downtown, including all commercial, recreational and residential uses located there. For that reason, this Data Inventory and Analysis will refer to the area east of I-95 as the "coastal area." Future-oriented policy for this coastal area should include the following considerations:

- Water dependent facilities such as the Port of Palm Beach to the south of Blue Heron Boulevard and U.S. 1, the U.S. Coast Guard Lake Worth Inlet Station, numerous boat repair and storage facilities, and the City's Municipal Marina are at risk.
- These facilities can also potentially increase local risks during storm conditions through flying debris from open scrap metal piles and breaches of fuel and chemical containment in flood water.
- Recreationally dependent assets are at risk as well, including the public beaches of the Municipal Beach, Ocean Reef Park (a county park), Phil Foster Park, and a variety of water sports facilities. Hotels and motels along Singer Island, which cater to tourist traffic associated with the beach area, are also at risk.
- Residential neighborhoods, such as the coastal mainland Lakeview Park neighborhood and neighborhoods on Singer Island are most at risk from severe storm impacts, but inland residential communities are also at risk, depending on the severity and characteristics of storm events.



Source: Photo 270921562 © Wirestock | Dreamstime

Riviera Beach's coastal location is its hallmark, as expressed by the city's tagline: "The Best Waterfront City in Which to Live, Work and Play". This locational advantage, with all the natural beauty and coastal activity that this entails, must be preserved to the extent possible while also actively planning for sea level rise, flooding, hotter air temperatures, and storm activity forecasted in the coming decades. These climatological phenomena pose potential threats to life and property, and are limiting factors for future building and development in the coastal zone, even in a Florida community with relatively high elevation just behind its direct coastline. The Coastal Management Element should continue to address policy that balances these considerations appropriately, with the welfare of current and future residents of Riviera in mind.

The City should monitor and adhere to requirements delineated in the Palm Beach County Comprehensive Plan, which are reflected in the Riviera Beach Comprehensive Plan Coastal Management Element Objective 2.2, requiring the City to: *"direct permanent residential population concentrations away from known or predicted coastal high hazard areas except as provided in the adopted Future Land Use Map. The City shall discourage increases in permanent residential population densities or land use that would increase the eight-hour hurricane evacuation time currently predicted for the CHHA."* The map of the City's storm surge areas can be viewed on the City of Riviera Beach website.

The City should also monitor and adhere to the 2020 Palm Beach County Comprehensive Emergency Management Plan (CEMP), which defines emergency response requirements and procedures for the entire County. The City should also monitor and maintain an appropriate level of contingency funding in its annual budget for emergency management measures, to fund the timely repair and re-establishment of critical and essential facilities in the immediate post-disaster period. City preparedness is vital to the well-being of all residents and City assets.

Critical Infrastructure and Vulnerable Communities in the Coastal Area

Transportation. Blue Heron Boulevard and I-95 are designated evacuation routes within the City of Riviera Beach. The portion of Blue Heron Boulevard that connects Singer Island with the mainland and becomes Route A1A on the barrier island then is critical infrastructure for the city. There are also three bridges close to the coast in the City. These are:

- Jerry Thomas Memorial Bridge, also known as Blue Heron Bridge, on Route 708 or Blue Heron Boulevard, connecting the mainland with Singer Island;
- 1 bridge on Route 708 West Blue Heron Boulevard, crossing the C-17 canal; and
- 1 bridge on Route 710 Martin Luther King Jr. Boulevard, also crossing the C-17 canal.

Water Management. Managed by the South Florida Water Management District (SFWMD), the man-made C-17 Canal, also called the Earman River, bisects Riviera Beach from north to south to the west of Congress Avenue. The C-17 canal is a component of the overall drainage and stormwater control system for the Southeast Region. It connects to the Everglades in the west and ultimately drains into the

Intracoastal Waterway in the east. This canal is west of the coastal area but in close enough proximity that it is a potentially significant element of infrastructure with respect to stormwater drainage and flood control, especially large storm events that affect both the coastal area and the City as a whole. However, the City's 2008 Stormwater Master Plan (SWMP) - based on data collection, infrastructure survey, and modeling and analysis – found that because of the regional C-17 Canal's high water surface elevation downstream of the SFWMD's storage reservoir release structure (or "tailwater elevation"), the canal offers insufficient capacity to drain City streets during a severe storm event.

The SWMP also broadly determined that the City's stormwater management program needed significant improvement (at the time of the report) to "satisfy future development needs within the evolving regulatory framework." It concluded that because of the City's low supply of open land for constructing water detention facilities, and the likely continued growth of population, the City's current chronic (and future worsened) flooding problems could only be solved through a combination of local and regional detention actions, which would require land acquisition. This plan also includes financial projections for CIP development and suggested strategies for funding. The 2022 Palm Beach County Local Mitigation Strategy (LMS) Unified Prioritized Project List includes three stormwater drainage improvements projects for Riviera Beach, totaling $5.2 million, which are ranked 12th, 52nd and 53rd, respectively. These projects are related to lift station improvements only. The only SFWMD stormwater drainage project currently on the list is a levee system improvement serving the Indian Trail Improvement District in West Palm Beach.

Critical Services and Institutions. Riviera Beach operates one fire rescue station in the coastal area: Riviera Beach Fire Station 86 on Singer Island. There are 10 medical facilities within or directly adjacent to the coastal area, on the mainland and on Singer Island. There are four schools (elementary, secondary or college/university) in the coastal area or in close proximity.



Source: Dreamstime Photo 60570137
© Jillian Cain Dreamstime.com

Protective Shoreline. Much of the coastal shoreline of Riviera Beach is hardened by seawalls and other man-made protective structures. The ongoing challenge with this type of hard infrastructure is two-fold: (1) ensuring sufficient maintenance over time as well as (2) ensuring the adequacy and uniformity of seawall height as conditions change with rising seas. Several South Florida counties and communities - including Miami-Dade and Broward Counties, and the City of Delray Beach - have established minimum seawall or top of bank standards within their land development regulations, tied to NAVD88 and projected sea level rise. Riviera Beach may wish to consider similar regulatory action to reinforce its direct coastal edge with seawalls that are constructed to withstand higher future tides and storm surges.

"Living shoreline" is another worthy approach to protecting direct coastline, which can be advanced through policy. Living shoreline is a "protected, stabilized coastal edge made of natural materials such as plants, sand or rocks… which provide wildlife habitat as well as natural resilience to communities near the waterfront." It is a cost-effective technique suited to bays, rivers and residential uses on waterfront (less suited to open ocean), and often performs better than hardened shoreline during major storms.[1]

[1] National Oceanographic and Atmospheric Administration (NOAA) Fisheries website, https://www.fisheries.noaa.gov/insight/understanding-living-shorelines, 2023.

Depending on its design, living shoreline can be used to buffer upland areas, reinforce existing slope or structure, or provide wave break and erosion control in parallel to another green or hardened shore edge. Riviera Beach may wish to establish a living shorelines policy and development review process to promote this beneficial practice where appropriate.



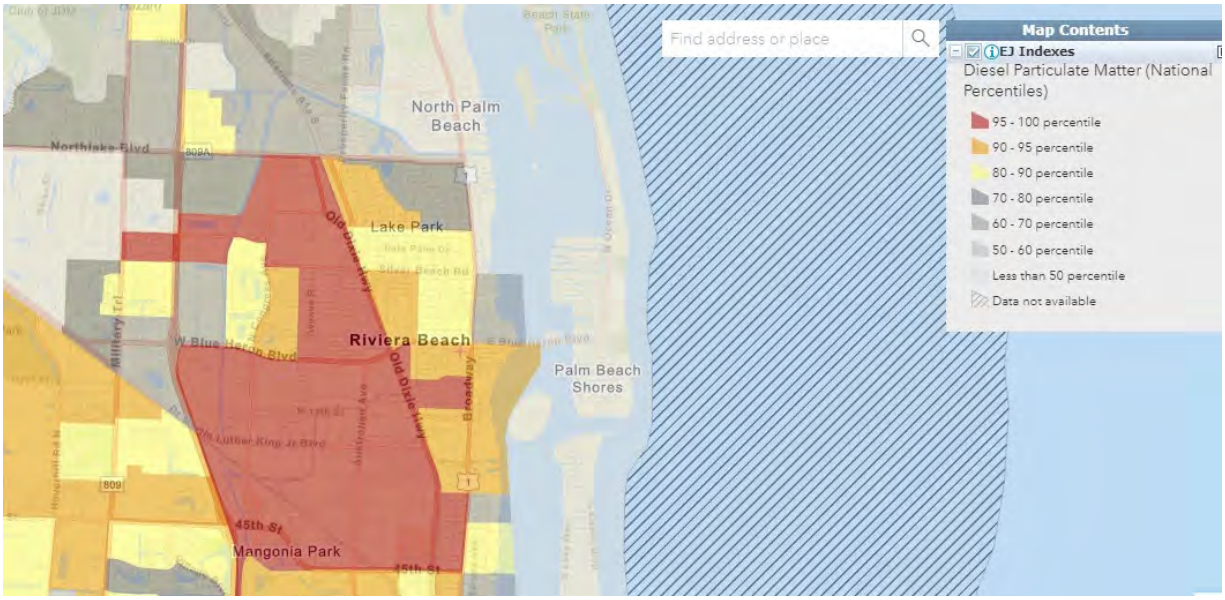
Source: NOAA website, 2023



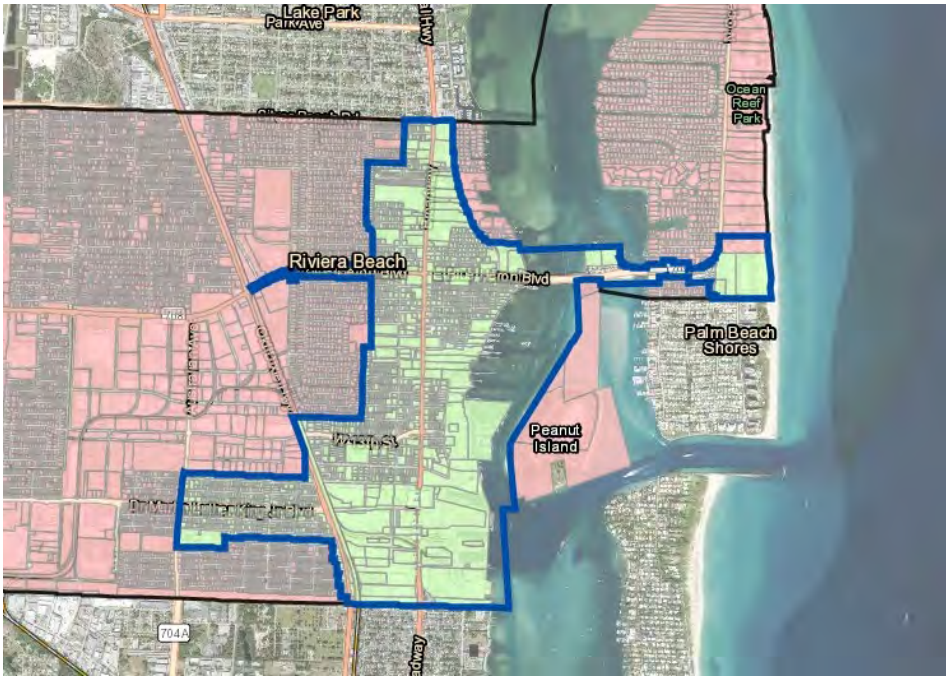
Source: NOAA website, 2023

Vulnerable Communities. Approximately half of the area served by the Riviera Beach Community Redevelopment Agency (CRA) is within the coastal area. This affected area includes all of U.S.1 in the city and land immediately adjacent to Blue Heron Boulevard as it traverses Singer Island in an easterly direction. The CRA serves areas with vulnerable communities, such as communities of color and other minority groups, low income elderly, and youth. These persons are at a disadvantage for responding to emergency conditions, evacuating, and recovering following a disaster without assistance.

These communities can also be physically impacted by the environmental impacts of adjacent waterfront industry (e.g. odors, traffic, noise). As an example, the map on the following page, created with the U.S. Environmental Protection Agency's Environmental Justice Screening and Mapping Tool, shows that diesel particulate matter is significantly higher (compared to national averages) in the air in an area largely served by the CRA (the CRA boundary is shown in the second map on following page), and in fact, well beyond the CRA. The City should continue to review the issues surrounding neighboring uses at the waterfront and work to resolve nuisance and health concerns in dialogue with the local community and marine industry operators, as well as revisit and strengthen its transitional zone provisions. Marine site development review should assure adherence with stated buffer requirements and other required design features that shield adjacent residential uses from harmful impacts.



Source: EPA EJ Screening and Mapping Tool, https://ejscreen.epa.gov/mapper/index.html?wherestr=33404



Source: Riviera Beach CRA

Natural Resources in the Coastal Area

Beaches and Erosion. Riviera Beach has 2.38 miles of beach front on the Atlantic Ocean. However, beaches and dunes are components of a larger ecosystem which extends far beyond the municipal boundary. The City's beaches and dunes are part of a larger managed beach system that is continuously subject to erosion or accretion.

The ocean frontage in the City is managed by Florida's Department of Environmental Protection (FDEP) through its beach renourishment program, in accordance with its Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region. As shown on the map on the next page, a 1.7 mile section of beach on the east coast of Singer Island is identified as critically eroded by FDEP in the SBMP. The following table, Table 1. Beach Renourishment Projects in the City Since 2010, provides data on the recent history of beach renourishment on Singer Island beach dunes.

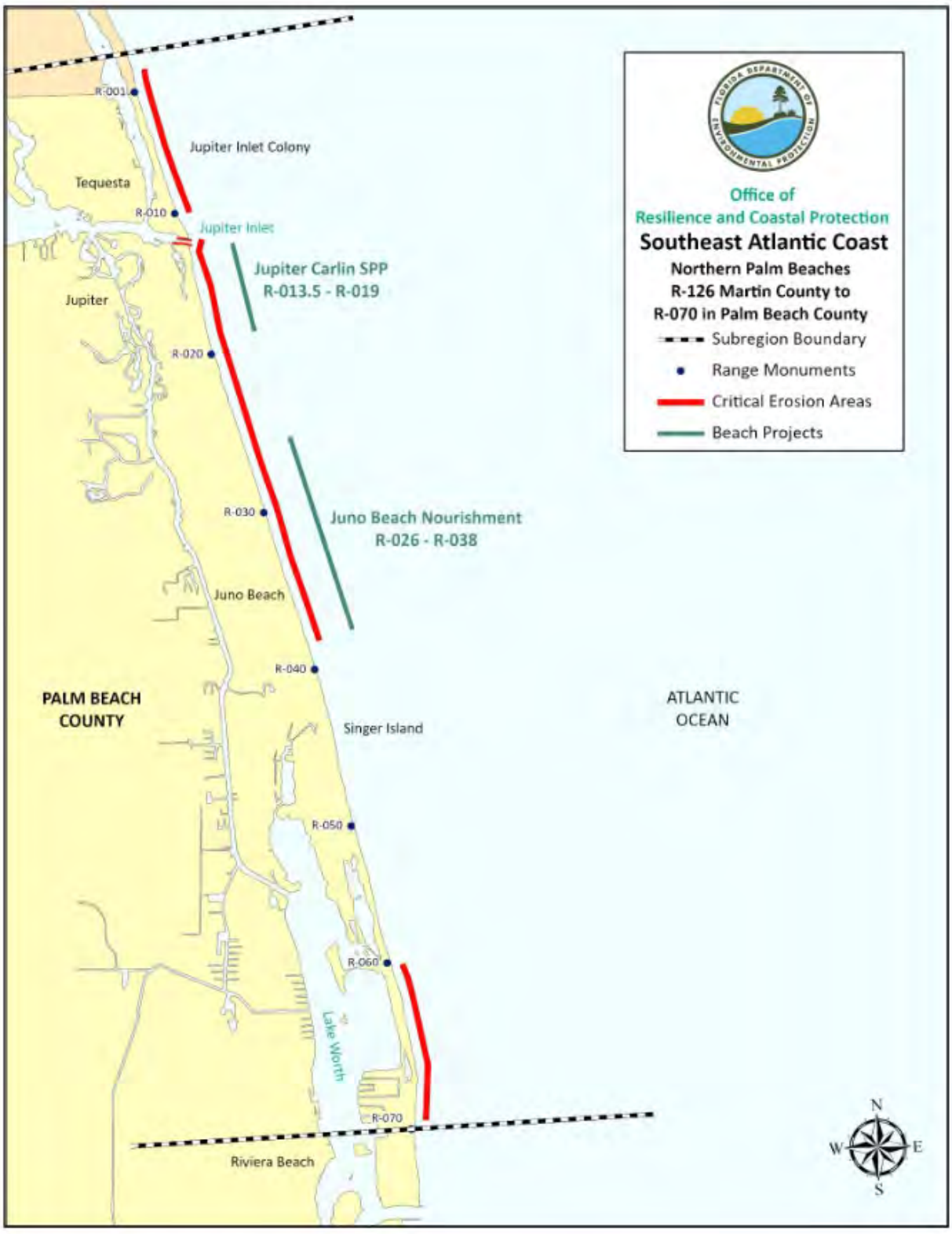
While FDEP continually monitors and renourishes the Singer Island beachfront, the SBMP also notes the Department's secondary strategy to "reevaluate beach erosion control alternatives". Renourishment is clearly a large, ongoing expense in response to continual beach erosion. In addition to regular erosion, sand losses can be extensive during large storm events. Further, the process of extracting new sand also disturbs sediment and its microorganisms in the extraction location. The building of artificial reefs is a potential permanent, alternative for managing erosion that has fewer long-term costs or collateral negative effects.

Table 1. Beach Renourishment Projects in the City Since 2010

Location (by R Monument, or coastal survey marker)	**Completed** (year)	**Length** (mi.)	**Volume** (c.y.)

Palm Beach County: R60.5 to R65.5/Singer Island	2010-11	1.0	30,313
Palm Beach County: R60.5 to R65.5/Singer Island	2012-13	1.0	55,581
Palm Beach County: R60.5 to R65.5/Singer Island	2014-15	1.0	46,803
Palm Beach County: R65.5 to R66.8/Singer Island	2015-16	0.3	11,822
Palm Beach County: R60.7 to R66.9/Singer Island	2016-17	1.2	54,829
Palm Beach County: R60.5 to R66.8/Singer Island	2021-22	1.2	31,543
Palm Beach County: R60.5 to R66.8/Singer Island	2023 Emergency Placement	1.2	36,600

Source: https://floridadep.gov/sites/default/files/SBMP-SoutheastAtlanticCoastRegion_2023_0.pdf



Source: Florida Department of Environmental Protection (FDEP) 2023 Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region

Outside Jurisdictional Authority. When a publicly funded beach renourishment program is conducted, the establishment of an Erosion Control Line (ECL) is required. The ECL identifies the shoreline prior to the beach renourishment and upon completion of the renourishment project everything seaward of the ECL is owned by the State and is open for public recreation. The ECL is defined in F.A.C. 62B-41.002(15) as "the line determined in accordance with the provisions of sections 161.141 through 161.211, Florida Statute (F.S.) and recorded pursuant to section 161.181, F.S., in connection with beach restoration projects. Where established, an erosion control line represents the landward extent of the claims of the state in its capacity as sovereign title holder of the submerged bottoms and shores of the Atlantic Ocean, the Gulf of Mexico, the Straits of Florida and the bays, lagoons, and other tidal reaches thereof."



Source: FDEP https://tinyurl.com/4vtjs6d 1

The Construction Control Line (CCCL) Program is an integral component of the State's Beach and Shore Preservation Act pursuant to Part I of Chapter 161, F.S. Per FDEP, the program regulates and protects Florida's beaches and dunes from imprudent construction that could jeopardize the beach / dune system, accelerate erosion, threaten upland structures and property, and interfere with public beach access while allowing reasonable use of private property. The CCCL program is administered through the Florida Department of Environmental Protection (FDEP). Other than a few limited exceptions, all development seaward of the CCCL requires a permit from FDEP. The CCCL permitting criteria is contained in F.A.C. 62B-26 through 56. The City requires CCCL permits be obtained where applicable. The location of the CCCL in Riviera Beach is shown on the adjacent FDEP map.

The Coastal Barrier Resource Act (CBRA) of 1982 designates undeveloped coastal barrier areas for protection and makes these areas ineligible for most federal expenditures and financial assistance. There are no designated CBRA areas in the City.

Wildlife. Beaches throughout Palm Beach County are popular places for female sea turtles to nest between the months of March and October, producing approximately 2,000,000 hatchlings per year as per Palm Beach County Environmental Resources Management (ERM). Since females repeatedly return to the same nesting sites, the County's beaches are critical to future generations of sea turtles, who can commonly be found swimming offshore in Lake Worth Lagoon. Keeping beaches free of debris will allow females to find their nesting sites, and keeping beaches free of artificial light will enable hatchlings to navigate back toward the sea. DOT plans are underway to install infrastructure for special, turtle-safe lighting. Further, the County monitors sea turtle activity and locations, collecting data on sea turtle health.



Green sea turtle swimming in Lake Worth Lagoon (Photo credit: PBC-ERM)

Lake Worth Lagoon, which stretches 20 miles along the coast of Palm Beach County – and lies between the Riviera Beach mainland and Singer Island - is host to myriad other animal species, including various invertebrates, manatees, fish, sea birds, and crustaceans. Sea grasses and mangroves are an important element of this microcosm, too. The well being of these interdependent plant and animal species, who rely upon water quality and a healthy ecosystem to thrive and who are part of what draws people to the coast in Riviera Beach, is one of many important coastal management issues.

Forty-seven miles of natural coral reefs, formed thousands of years ago, run parallel to the coast in Palm Beach County according to ERM. To mitigate the dramatic natural reef die-off ("bleaching") that has occurred in the last several decades due to ocean warming and acidification, and to stabilize shorelines and provide recreational opportunities, artificial reefs (made of various materials conducive to the establishment of corals) have also been constructed along the coast. According to the ERM website, 10 artificial reefs can be found in the Intracoastal between the Riviera Beach mainland and Singer Island, and another 20+ can be found offshore in the Atlantic Ocean east of Riviera Beach. These artificial reefs supplement the five natural reefs that still exist offshore. Diving off the coast of Riviera Beach to experience corals, fish and other invertebrates that inhabit the reefs is a popular tourism and recreational activity and a prominent feature of the local economy. Consequently, the mitigation of coral bleaching through climate mitigation actions and the continued re-creation of local artificial reef habitats are important actions for the City to take to preserve what this valuable resource.

Water Access



Source: Dreamstime Photo 46435840 © Thomas Barrat / Dreamstime.com

Some of the most celebrated aspects of life in Riviera Beach are the access to the water and beaches, enjoyment of recreational activities, and a vibrant local economy at the waterfront. Rivera Beach's coastal businesses, residents, and institutions have benefited greatly from these tremendous assets. Because of socioeconomic differences between the easterly and westerly portions of the City, however, these benefits are not necessarily enjoyed equally by all residents within City limits. City policy should endeavor to maximize all types of accessibility at the coast – physical access to its natural resources, employment and entrepreneurial opportunity, and the opportunity to celebrate local culture there.

That said, the physical access to the water that Riviera Beach enjoys is indeed an advantage to be preserved and celebrated. Access for boating and water sports is available at the Riviera Beach City Marina as well as at numerous private marina facilities in the waterfront area, both on the mainland and on the southwestern edge of Singer Island. Private recreational marine activity is a significant feature of the local economy.

It should be noted that marine activity has come with some unintended negative consequences as well, such as illegal mooring and dumping, and the presence of derelict, abandoned vessels. To address these issues and protect water quality and habitats, the City should support the establishment of a shared mooring field through collaborative dialogue with the county and neighboring municipalities. Regulating marine activity and mooring – and enforcing those regulations – is essential to protecting the area's natural resources for future generations.

Further, the City should continue to prohibit floating structures, especially within its Special Preservation zones, so as to protect environmentally sensitive, sub-merged lands. The City should also continue to monitor the dredging activities occurring within or adjacent to the city, and collaborate with intergovernmental partners to ensure that dredging activities are compatible with environmental goals.

Public access to the ocean is provided at the locations identified in Table 2. Ocean Access Points. Three public beaches are owned and managed by the County: Ocean Reef Park, Peanut Island Park, and Phil Foster Park. Riviera Municipal Beach is located on the ocean side of Singer Island. While Peanut Island is not within City borders, it is within the waters between the City's two land masses and is very accessible. Non-trail beach access points can be viewed using an interactive map on arcgis.com at https://tinyurl.com/mr3rat6d. Three of the six trail access points below have been deemed unsafe by the City Parks & Recreation Department due to walkway conditions or erosion-caused elevation drop (marked with *).

Table 2. Ocean Access Points

1	Ocean Reef Park
2	Phil Foster Beach
3	Riviera Municipal Beach
4	Peanut Island
5	Bicentennial Park
6	Riviera Beach Marina
7	Manatee Lagoon (FPL)
8	Tiara (trail)
9	Amrit Ocean Resort (trail)*
10	Ocean Tree (trail)
11	Vista Blue (trail)
12	Coral Sea Lot & Martinique II (trail)*
13	Sea Winds (trail)*

Source: arcgis.com and Riviera Beach Parks & Recreation Dept.

ESTUARINE CONDITIONS

Estuaries are most typically defined as "bodies of water… found where rivers meet the sea. Estuaries are home to unique plant and animal communities that have adapted to brackish water—a mixture of fresh water draining from the land and salty seawater". They can, however, also be primarily freshwater in composition.[2]



Source: https://tinyurl.com/yuyhbby9

Riviera Beach has extensive shoreline bordering on both natural and man-made estuaries. The man-made estuarine shoreline includes various inland lakes as well as an inland waterway, the C-17 canal (or Earman River), which runs north to south, bisecting the City just east of Congress Avenue. This canal, under the jurisdiction of the South Florida Water Management District, lies west of the salinity control structures and so is predominately freshwater.

Saltwater intrusion through the limestone strata below the Florida peninsula, from the sea to into the inland freshwater groundwater, is an increasing consequence of sea level rise. That said, Palm Beach County has experienced less intrusion to date compared to Broward and Miami-Dade Counties to its south, the saltwater front line having only advanced roughly one mile inland in Palm Beach County since first recorded.[3] Changing water salinity can alter the habitat biomes of inland water bodies, not to mention have significant effects on agriculture and drinking water sources. The City of Riviera Beach Utility Special District (RBUSD) monitors saline water intrusion via monthly water level and chloride concentration measurements at three locations, two near its eastern wellfield and one in its western wellfield.

Lake Worth Lagoon is the County's largest natural estuary by far, extending over 20 miles from North Palm Beach south to Ocean Ridge. This huge water body takes in ocean water flows through two inlets, including the Lake Worth Inlet just below Singer Island, and mixes it with freshwater flowing through three major flood control canals that drain over 350,000 acres of land. Its brackish water is a critical habitat and oasis for various species of plants and animals, which find food, protection as well as to nurture offspring there.

Riviera Beach has 5.61miles of natural estuarine shoreline along both sides of the section of lagoon on which it faces, between the City's mainland and Singer Island. This natural resource is the "crown jewel" of the city's coastal area, and residents, tourist industry leaders, and City representatives take great interest in its condition and protection. The lagoon is valued both for the natural beauty and functions that it serves

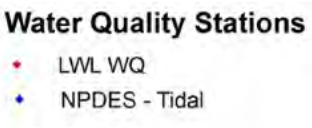
[2] National Oceanic and Atmospheric Administration (NOAA) website, https://oceanservice.noaa.gov/facts/estuary.html

[3] Southeast Florida Regional Compact Climate Change website, https://southeastfloridaclimatecompact.org/indicator-saltwater-intrusion/

and the economic generator that it is, bringing in local spending related to fishing, boating, diving, and other tourism activity. The Everglades Law Center, in its 2020 "Economic Valuation of Lake Worth lagoon, Palm Beach County, FL" report, concluded that "the overall economic value of the Lake Worth Lagoon is $5.37 billion", based on a compilation of such disparate activities as government spending on restoration, increased local spending by owners of relatively valuable coastal property, recreational spending, marine-related business activity and employment, and the translated value of ecosystem services that provide environmental quality and natural beauty. Lagoon-generated recreational economic value alone is estimated at $813.9 million per year.



Source: Dreamstime, Photo 41539849 | Lake Worth Lagoon © Thomas Barrat / Dreamstime.com

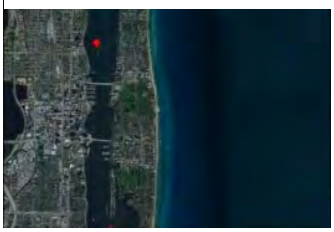


Some parts of the lagoon are particularly valuable, environmentally speaking, and one of those areas is off the coast of Singer Island where it narrows at its northern end within the City limits. According to the Everglades Law Center report, the lagoon "north of Pine Point Road to Munyon Island and MacArthur Beach State Park encompasses some of the highest quality seagrass beds" in the entire lagoon ecosystem. The health of seagrass beds is a critical indicator, as it is "critical for fish breeding, cleaning waters, and helping trap greenhouse gases", and of course, manatee and invertebrate habitat. While this section off of Singer Island enjoys relatively good health, the overall trend for seagrasses in the

lagoon has been more dismal: A 2014 Florida Atlantic University study performed for the County's Department of Environmental Resources noted that, despite several effective restoration projects, the Lagoon "has suffered extensive loss of habitats and degraded water quality as a result of development activities. Over the past 70 years, the LWL has experienced a 40% decline in seagrass attributed to elevated concentrations of fine-grained silt and clay enriched organic sediments [due to nutrients in run off from adjacent land and marine oil discharge]". Seawall-hardened shorelines and dredging further exacerbate the loss of wildlife habitat.[4] Minimizing these harms to the lagoon should be a high priority in Riviera Beach and beyond.



Source: PBC_ERM



According to the County's 2020 Lake Worth Lagoon Management Plan Update, the watershed of the lagoon is 42 times larger than the Lagoon itself, an area which is home to more than one million residents and "complicates efforts to manage it holistically". While Riviera Beach only interfaces directly with a small section of the Lagoon ecosystem, the stewardship that the City undertakes for this tremendous environmental resource will directly affect its ultimate health and the many economic, environmental, and recreational benefits it provides to the community and region as a whole.

DISASTER PLANNING

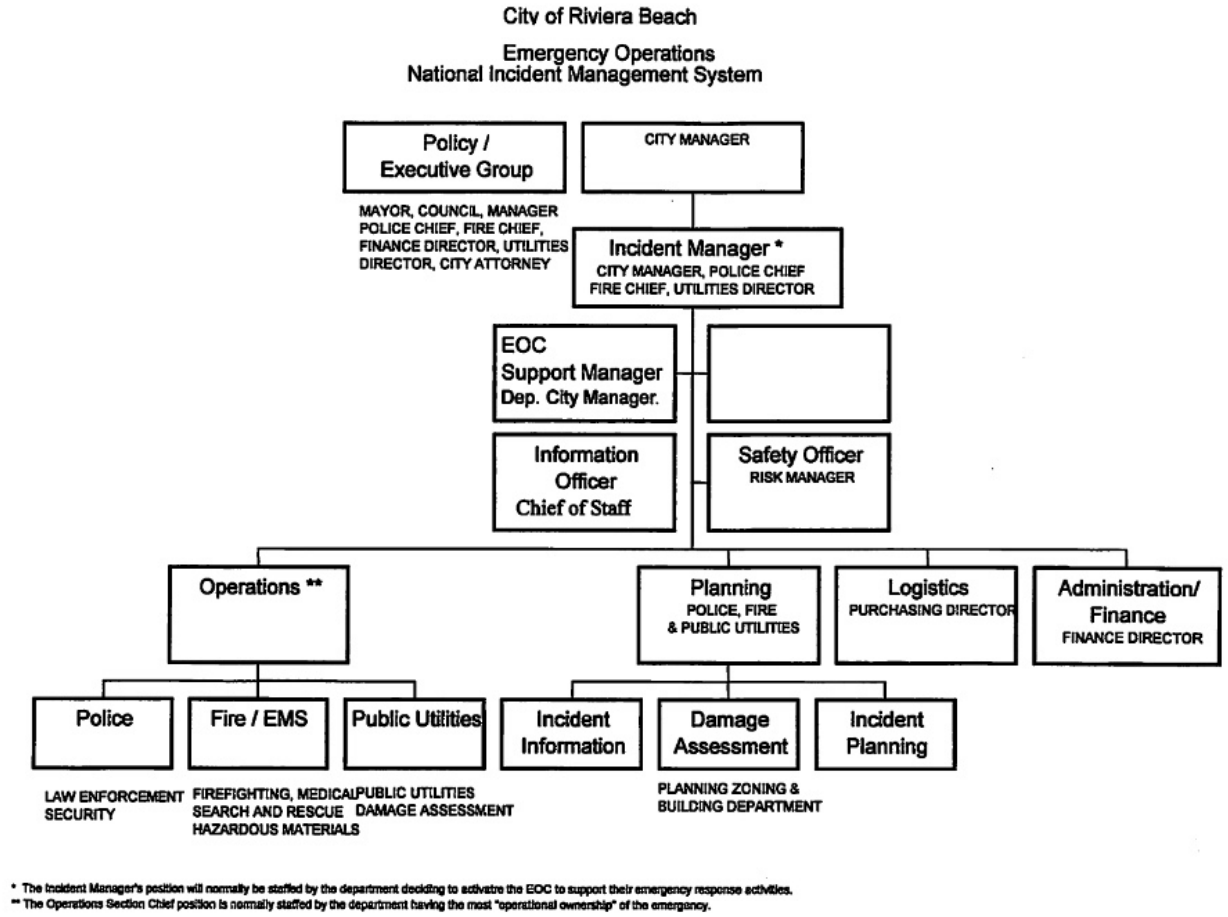
The City follows national standards for all-hazards emergency preparedness, including ensuring that employees with emergency preparedness or recovery duties have National Incident Management System (NIMS) training, which is required by the Federal Emergency Management Agency (FEMA) to ensure that the City is eligible for reimbursement of expenses incurred after an emergency event. The City ensures that contracts are current for contractors to assist with post-emergency recovery, such as debris removal and required monitoring.

The Palm Beach County Comprehensive Emergency Management Plan (CEMP) is an authoritative document for all disaster response within the County. All jurisdictions must comply with this plan and look to the County for direction during disaster events. The City has in place mutual aid agreements with local, regional, and State agencies. The County "coordinates efforts with respect to emergency management while respecting the individual authority of each unit of government".[5]

As a means to ensure its own preparedness and to coordinate effectively with other jurisdictions, the City has developed, adopted and maintains its own Comprehensive Emergency Management Plan (CEMP). The City CEMP outlines the framework for the City and community partners to prepare for, prevent, respond to, recover from, and mitigate against all hazards that may severely affect the community. It is the intent of the CEMP to provide a structure for standardizing plans citywide and to

[4] Florida Atlantic University, "Pre-restoration assessment of fish and invertebrate communities at the Grassy Flats restoration area, Lake Worth Lagoon, Florida", 2014.
[5] Palm Beach County Comprehensive Emergency Management Plan (2020), https://discover.pbcgov.org/publicsafety/dem/Publications/2020%20PBC%20CEMP.pdf

facilitate interoperability among local, state, and federal governments. The chart below shows the municipal chain of command and assigned responsibilities in emergency situations.



Source: City Emergency Mgmt. Plan (2010)

Communities can be at risk of and need to be prepared for a variety of shock events such as terrorist attacks, biohazards, hacking of critical computer systems, disruptions to communication or infrastructure systems, or to widespread disease outbreaks, but hurricanes, tropical storms, and floods are the mostly likely disaster events the City will encounter.

EVACUATION



Source: (1) Dreamstime, Photo 8610569 © Eti Swinford / Dreamstime.com, and (2) Dreamstime, Photo 291558206 © Andrii Biletskyi / Dreamstime.com

Since hurricanes, tropical storms, and floods are the mostly likely events to prepare for, even with the City's relatively higher elevation than its neighbors in counties to the south, the Coastal Management Element must address policy about evacuation procedure. Hurricanes have the potential to occur from June through November; heavy rainfall, high winds, storm surge and widespread flooding may accompany these storms, as well as associated tornadoes potentially.

During a hurricane evacuation, a significant number of vehicles will need to move across the local and regional road network. Evacuation routes in Riviera Beach include US1 and Blue Heron Boulevard, which lead to I-95. The quantity of evacuating vehicles on these roads will vary depending upon the magnitude of the hurricane, publicity, and warnings provided about the storm, and behavioral response characteristics particular to the population. The City must be prepared to assist with traffic management on critical routes, which may be affected by additional traffic from evacuees coming from outside the City and County.

County-wide evacuation orders in Palm Beach County are issued by the County Emergency Operations Center (EOC) with support from the Division of Emergency Management (DEM) and the County Warning Point (CWP), based upon storm direction, intensity, and hurricane watch and warning statuses issued by the National Weather Service. The City should continue to maintain its telephone-based red alert system and its website's emergency preparedness information, including helpful information and links to aid emergency preparation.

Sheltering is a primary concern during storm events. Public sheltering places are of special importance for residents who lack resources or mobility to travel far. A list of emergency shelters throughout the County can be found on the County website. One of the available shelters is located at the Dr. Mary MacLeod Bethune Elementary School at 1501 Avenue U in Riviera Beach.

Further emergency management planning information is available. The Florida Division of Emergency Management, Florida Department of Economic Opportunity, the Florida Department of Transportation, and the Treasure Coast Regional Planning Council all offer resources on evacuation strategies.

CLIMATE RESILIENCE PLANNING

The City is incorporating various resilience policies throughout this update of the Comprehensive Plan. These policies will reflect forecasted impacts from climate change as well as an understanding of the City's vulnerabilities and risks from environmental, social, and economic perspectives. These policies will be action-oriented and prioritize multi-disciplinary approaches to increasing resilience to changing weather patterns and sea level rise as well as social and economic stressors.

The Coastal Management Element's Goals, Objectives and Policies (GOPs) will, in addition to setting forth direction on the various topics found in this Coastal Management analysis thus far, create City policy that will enable a proactive response to the challenges posed by a warming climate, increasing tropical storm activity and/or greater severity of storms, potential increases in flooding, animal and plant habitat degradation, and other large scale trends that are well documented in the scientific, academic and planning communities. While some of these trends seem beyond one's influence, the sum total of the many actions taken in managing the City will have a significant effect on the outcome for today's Riviera Beach community and the Riviera Beach of the future.

The Comprehensive Plan's resilience-oriented policies will be based upon the findings of this Data Inventory and Analysis as well as the comparable analyses for the other Comprehensive Plan Elements. Some of the key resilience-oriented policy issues to be addressed specifically as a result of this Coastal Management analysis include:

- Protection of the population, critical infrastructure, essential services, and community assets within the coastal area from disaster impacts;
- Adaptation of the coastal built environment and infrastructure in response to forecasted climate change and sea level rise;
- Guiding coastal population growth, development, and building practices in accordance with anticipated future conditions;
- Mitigation of climate change impacts through regulation, incentives, programming, and collaborative action;
- Protection of the natural ecosystems present in Riviera Beach;
- Preservation of Lake Worth Lagoon and other coastal recreational resources;
- Strategies to reduce harmful runoff, dumping and fuel discharges impacting the City's estuarine environments;
- Green infrastructure (nature-based) solutions that complement hard infrastructure strategies at the coastline and minimize negative impacts on flora and fauna;
- Addressing the particular needs of vulnerable populations within the coastal area of the City for emergency preparedness and response, and climate adaptation;
- Equal access to - and benefit from – the City's coastal resources and the local economy generated by them; and
- Protection of any identified historic resources in the coastal area of the City.



Source: Dreamstime Photo 82860726 © Todsaporn Bunmuen / Dreamstime.com

CITY OF RIVIERA BEACH

COMPREHENSIVE PLAN

CONSERVATION ELEMENT

DATA, INVENTORY & ANALYSIS

December 2024



Green Sea Turtle, Source: Dreamstime Photo 17420695 © Peter Leahy / Dreamstime.com

PURPOSE

The purpose of the Conservation Element is to promote the conservation, appropriate use, and protection of natural resources in and around the City of Riviera Beach. A Conservation Element is required by Florida State statute (Section 163.3177, F.S.). This Data Inventory and Analysis has been prepared to provide a baseline of data in support of the City's updated Conservation policies in the *Riviera 2040 Plan*.

This analysis will cover the general characteristics of the climate and the land, air quality and the atmosphere, local ecosystems, water resources, natural floodplains, important resources for commercial and recreational uses, and climate resilience planning.

GENERAL CHARACTERISTICS OF THE CLIMATE AND THE LAND

Climate

The City of Riviera Beach is characterized by a subtropical climate. The summer season is relatively long, with warm temperatures, and frequent rainfall. The winters are distinguished by milder temperatures and less frequent precipitation. The winter season is unique among continental climatic conditions, although it is typical for the Caribbean and parts of Mexico.

The yearly average temperature fluctuation in Riviera Beach is approximately 20 degrees Fahrenheit, from the high 60's during the winter to the high 80's in the summer. Precipitation is not distributed evenly throughout the year. June through September are the wettest months, while November through May are

typically drier. Precipitation ranges from an average monthly level of 3.5 inches in January to 8.35 inches in October. The heaviest rain events historically occur in June, August and September.

Thunderstorms are common during the summer months, many accompanied by a high frequency of lightning. Hurricanes, much less frequent occurrences, have the potential to occur from June through November; heavy rainfall, high winds, and widespread flooding may accompany these storm systems. Tornadic activity may also accompany hurricane events.



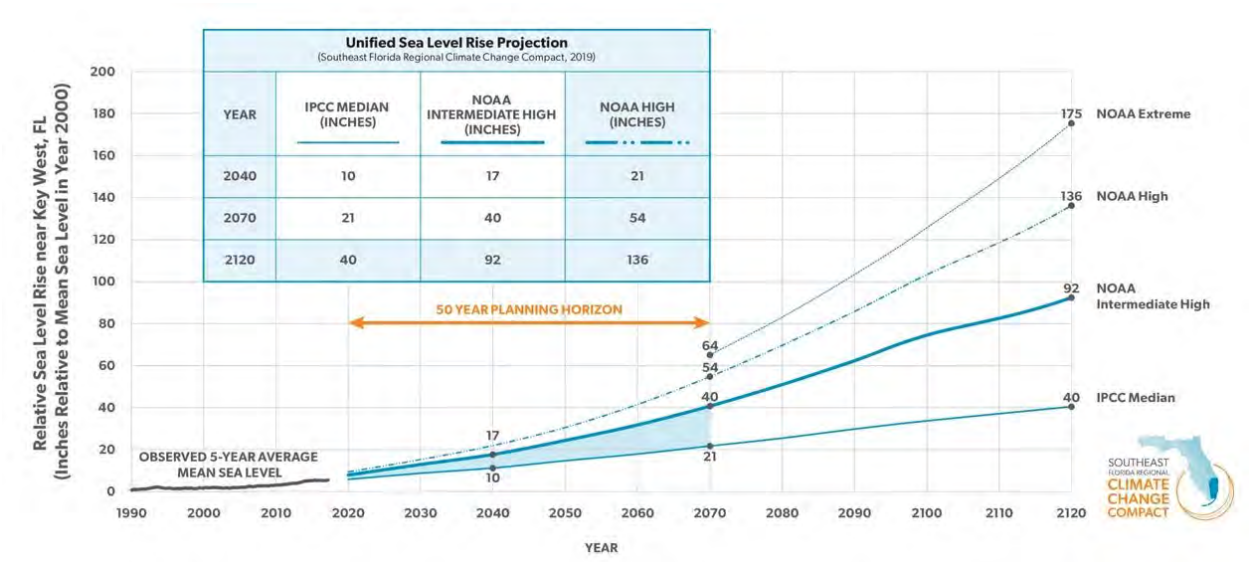
Source: Dreamstime Photo 21425980 © Kevin Kelly / Dreamstime.com

These average conditions are not expected to remain constant. Riviera Beach is now experiencing impacts of a changing climate, caused by an upward trend of global surface temperature which has been dramatically accelerated by carbon emissions from manmade sources. These impacts – which include sea level rise, inland inundation, storm intensification, and more numerous days of extreme heat - are projected to become more pronounced over time. Some of these changes were more tangible in the recent past: temperatures in 2022 were above average in many parts of the Southeast U.S., according to the Southeast Regional Climate Center, and the summer of 2023 was one of the hottest on record across the U.S..

While Riviera Beach enjoys the advantage of relatively higher elevation than its neighbors to the south in Broward, Miami-Dade and Monroe Counties, which protects much of it from the direct impact of storm surge and flooding, those portions of the city on direct coastline are already at greater risk of flooding and storm damage and will only be more so with time. Inland inundation, through the region's porous sub-strata, will increasingly impact inland communities. Meanwhile, extensive periods of high heat will occur more routinely. Heat is – and will continue to be - a growing health challenge for the more vulnerable and disadvantaged persons in the city, especially the very young or old, and for those who work outdoors or lack the means to adequately cool their homes.

Warming air at a global scale raises sea level by melting glacial ice at the Earth's poles. This phenomenon has significant implications for human settlements around the globe as well as in the

Southeast Florida region. The Southeast Florida Regional Climate Change Compact (SFRCCC) - a collaborative partnership of jurisdictions across the four-county area has been working to collect, analyze and share climate data as well as facilitate adaptive response and mitigation since 2009. In 2019, its updated Unified Sea Level Rise Projection forecasted that the anticipated range of sea level rise for Southeast Florida from 2000 to 2120: In the short term, by 2040, sea level is projected to rise 10 to 17 inches above 2000 mean sea level in Southeast Florida; in the medium term, by 2070, sea level is projected to rise 21 to 54 inches above 2000 mean sea level; and in the long term, by 2120, sea level is projected to rise 40 to 136 inches above 2000 mean sea level.



Source: Southeast Florida Climate Change Compact, 2019

Geology, Soils, and Minerals

The land surface of the City is underlaid by several strata of limestone and sandstone. These strata (layers) were deposited during past geologic ages when the area which is now Palm Beach County was submerged. The emergence of the South Florida land mass is recent in geological time, and these rock formations are among the youngest in the continental U.S..

The geologic formation directly underlaying Riviera Beach is highly water permeable and is the main component of the East Coast surficial aquifers, about 100 to 300 feet thick, upon which the city and neighboring municipalities depend for drinking water extracted through wells. It is the permeability of the aquifer that can cause significant inland inundation from rising groundwater – especially in lower lying areas - in heavy rain events. Below the surficial aquifers and a layer of confining soil lies the Florida Aquifer, which is made of porous limestone and spans the entire State of Florida and beyond, averaging 1,000 feet in depth.

The lime rock which underlies the City also represents a mineral resource. However, there are no commercial mining or mineral extraction activities in the City at the time of this report.

The soils present in Riviera Beach include [pending soils data from CGA mapping]. Soil quality is an issue relevant to current and future community and individual gardening in the city and should be addressed in concert with continuing and expanding these activities to allow the production of healthy, local food resources by and for residents.

Major Coastal Natural Features

The coast of Riviera Beach is comprised of a combination of hardened shoreline and natural or "living shoreline". Living shoreline is defined by the National Oceanographic and Atmospheric Administration (NOAA) as "protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock"[1]. Hardened shoreline includes such elements as riprap, seawalls and bulkheads, such as exist along many built waterfront lots. The portion of the coastline composed of sandy beaches, such as on Singer Island, has been artificially maintained largely through regular beach renourishment activities.

Erosion



MacArthur State Park Beach, Source: Dreamstime Photo 243724308
© Zhukovsky / Dreamstime.com

Beaches are dynamic systems continuously subject to erosion or accretion. Riviera Beach's coastal beach and dune system is subject to regular erosion and can be severe when tropical storm or hurricane events occur. The shoreline of the canal systems can be subject to erosion as well through wake action if not protected through vegetation or other protective armoring.

The ocean frontage in the City is managed by Florida's Department of Environmental Protection (FDEP) through its beach renourishment program, in accordance with its Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region. As shown on the map on the next page, a 1.7 mile section of beach on the east coast of Singer Island is identified as critically eroded by FDEP in the SBMP. The following table, Table 1. Beach Renourishment Projects in the City Since 2010, provides data on the recent history of beach renourishment on Singer Island beach dunes.

While FDEP continually monitors and renourishes the Singer Island beachfront, the SBMP also notes the Department's secondary strategy to "reevaluate beach erosion control alternatives". Renourishment is clearly a large, ongoing County expense in response to beach erosion. In addition to regular erosion, sand losses can be extensive during large storm events. Further, the process of extracting new sand also disturbs sediment and its microorganisms in the extraction location. One permanent alternative strategy

[1] National Oceanographic and Atmospheric Administration (NOAA) website (2023)

for managing erosion is the building of artificial reefs, which has fewer long-term costs and collateral negative effects. For these reasons and also for the various other benefits of reef building (discussed further below under Atmospheric Conditions), the City should consider supporting and expanding these artificial reef projects in collaboration with the County.

Table 1. Beach Renourishment Projects in the City Since 2010

Location (by R Monument, or coastal survey marker)	**Completed** (year)	**Length** (mi.)	**Volume** (c.y.)
Palm Beach County: R60.5 to R65.5/Singer Island	2010-11	1.0	30,313
Palm Beach County: R60.5 to R65.5/Singer Island	2012-13	1.0	55,581
Palm Beach County: R60.5 to R65.5/Singer Island	2014-15	1.0	46,803
Palm Beach County: R65.5 to R66.8/Singer Island	2015-16	0.3	11,822
Palm Beach County: R60.7 to R66.9/Singer Island	2016-17	1.2	54,829
Palm Beach County: R60.5 to R66.8/Singer Island	2021-22	1.2	31,543
Palm Beach County: R60.5 to R66.8/Singer Island	2023 Emergency Placement	1.2	36,600

Source: https://floridadep.gov/sites/default/files/SBMP-SoutheastAtlanticCoastRegion_2023_0.pdf

Shoreline Best Practices

The decision to harden a shoreline rather than employ a natural shoreline is generally driven by the land use adjacent and is made by the private owner of the land. Given the unified projection of rising sea level for the region referenced above, Riviera Beach would be wise to consider the establishment of a minimum seawall height for new construction or redevelopment at the coast tied to NAVD88. In other words, seawall heights should be high enough to meet future needs for protection, and all seawalls should ultimately meet a uniform standard to maximize protection.

That said, there is growing evidence that living shorelines offer resilience advantages as an alternative to hardened shorelines and also offer better compatibility with natural areas where conservation is a high priority, such as Lake Worth Lagoon. It will therefore be prudent for the City to study and consider promoting the use of living shorelines where appropriate and where feasible through its land redevelopment regulations, in addition to strengthening its seawall requirements. As a second means of protecting property and land uses, living shorelines will be an appropriate choice where sediment collection and carbon sequestration will aid sensitive marine habitats and support their biodiversity.

NOAA provides the following additional information about living shorelines:

Living Shorelines Support Resilient Communities. Living shorelines use plants or other natural elements — sometimes in combination with harder shoreline structures — to stabilize estuarine coasts, bays, and tributaries.

- One square mile of salt marsh stores the carbon equivalent of 76,000 gal of gas annually.
- Marshes trap sediments from tidal waters, allowing them to grow in elevation as sea level rises.
- Living shorelines improve water quality, provide fisheries habitat, increase biodiversity, and promote recreation.
- Marshes and oyster reefs act as natural barriers to waves. 15 ft of marsh can absorb 50% of incoming wave energy.
- Living shorelines are more resilient against storms than bulkheads.
- 33% of shorelines in the U.S. will be hardened by 2100, decreasing fisheries habitat and biodiversity.
- Hard shoreline structures like bulkheads prevent natural marsh migration and may create seaward erosion.[2]

[2] Ibid.

AIR QUALITY AND ATMOSPHERE

Air Quality

The Air Quality Index (AQI) was developed by the U.S. Environmental Protection Agency (EPA) to provide accurate and easily understandable information to communities about daily air pollution levels. The Clean Air Act of 1970 defined six criteria pollutants and established ambient concentration limits to protect public health and welfare. The criteria pollutants are ozone, carbon monoxide, nitrogen dioxide, particulates, sulfur dioxide and lead.

Air quality in the City of Riviera Beach is generally considered good by the FDEP. Due to prevailing climate and meteorological conditions, the Southeast Florida Metropolitan area traditionally experiences better air quality than most other metropolitan areas in the nation. This is primarily due to the prevailing atmospheric conditions, westward-flowing trade winds, and convective wind activity common to South Florida that mix and send air pollutants elsewhere. Of course, while this airflow dynamic is to Riviera Beach's benefit, it does export air quality issues to other communities to the northwest and the Gulf.

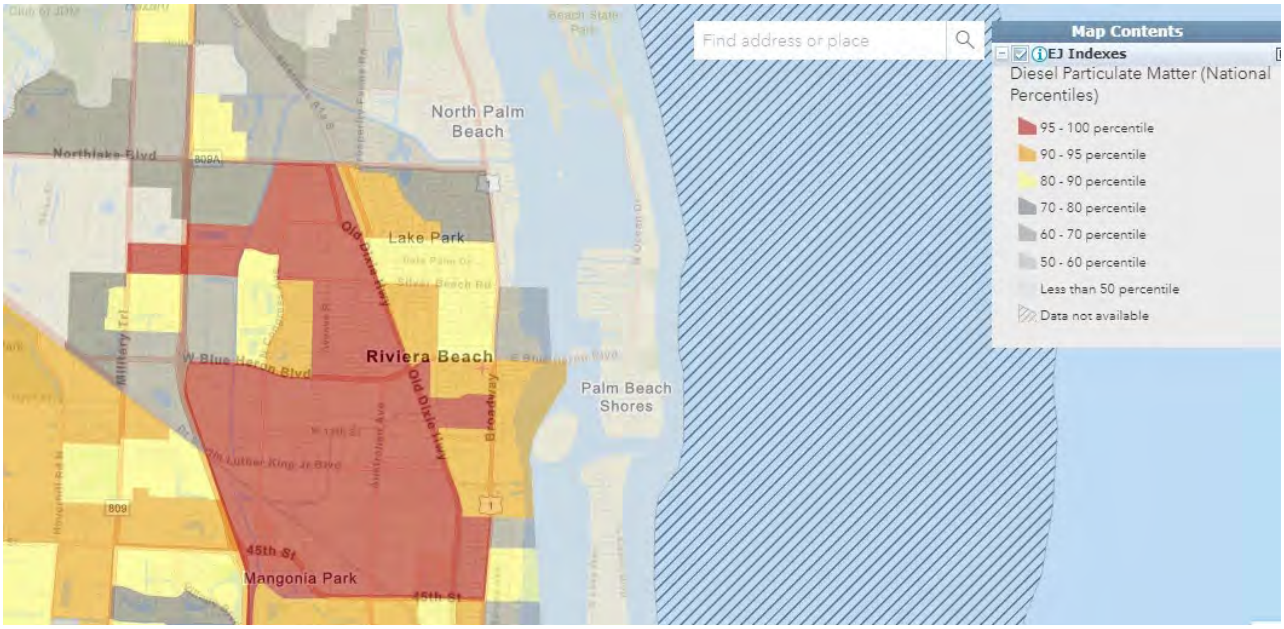
Vehicular emissions are one of the primary threats to air quality. Protection and conservation of ambient air quality in the city can best be achieved by increased use of transit, carpools, increased use of electric vehicles, and non-motorized modes of transportation. Expanding vegetative cover, including especially tree canopy, will also improve air quality through its capacity to filter and "clean" air and should be targeted to those areas of the city most in need of vegetative cover. Industrial emissions are a second major threat to air quality.

Air quality is a countywide and regional issue, requiring the participation and cooperation of all levels of government. The City should continue to coordinate and cooperate with the State and the County on the air quality monitoring and protection programs with the goal to improved air quality in the City, the County, and the airshed to meet all standards set by the US EPA; and to reduce human exposure to air pollution; and to reduce greenhouse gas emissions.

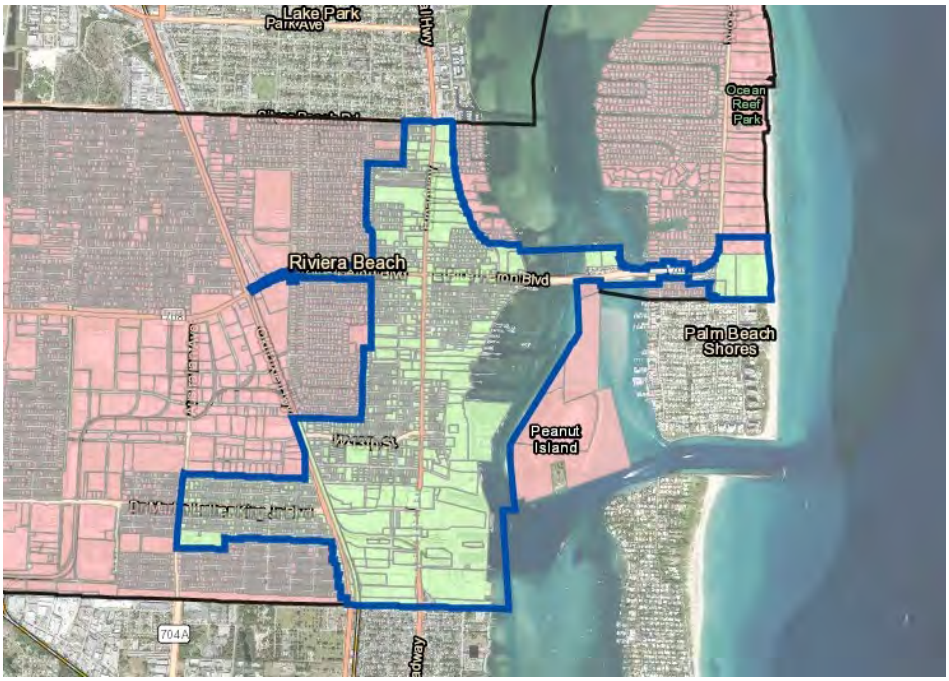
Impact of Pollutants

Various air pollutants can damage human health. Six major air pollutants (carbon monoxide, lead, nitrogen dioxide, ozone, particulate matter and sulfur dioxide) have been identified as causing health effects when at concentrations in the ambient air above thresholds established as safe levels. These pollutants are referred to as "criteria pollutants", and National Ambient Air Quality Standard (NAAQS) has been established for each based upon health-related criteria and data.

Pollutants emitted from industrial and marine uses are of concern when they are insufficiently mitigated and impact adjacent residential neighborhoods. As an example, the map on the following page, created with the U.S. Environmental Protection Agency's Environmental Justice Screening and Mapping Tool, shows that diesel particulate matter is significantly higher (compared to national averages) in the air in an area largely served by the CRA (the CRA boundary is shown in the second map on following page), and in fact, well beyond the CRA. The City should continue to review the issues surrounding neighboring uses at the waterfront and work to resolve health concerns in dialogue with the local community and marine industry operators, as well as revisit and strengthen its transitional zone provisions.



Source: EPA EJ Screening and Mapping Tool, https://ejscreen.epa.gov/mapper/index.html?wherestr=33404



Source: Riviera Beach CRA

Atmospheric Conditions

The upward trend of global surface temperature, accelerated by carbon emissions from manmade sources, is now well understood to be a threat to human living environments and natural systems around the world. The Intergovernmental Panel on Climate Change (IPCC) projects that global surface temperature will increase 1.5 to 1.6° C (in all scenarios) between 2021 and 2040, and 1.6 to 2.4° C during the subsequent period, between 2041 and 2080. As per NOAA, carbon dioxide was never higher than

300 parts per million (ppm) for over 800,000 years of Earth's history, but now that figure, largely due to human contributions to atmospheric carbon, was at 417 ppm in 2022[3]. The resulting warming has led to – and will continue to lead to - increased storm activity, inland and coastal flooding, and higher ambient temperatures in Southeast Florida.

> *A helpful analogy is to think of drinking a regular cup of coffee. Its caffeine content is roughly 300 ppm, just like the historical highs of carbon dioxide in Earth's atmosphere over the last 800,000 years. We know that the relatively small caffeine content in this cup of coffee has a significant effect on the person consuming it, and likewise a seemingly small concentration of carbon dioxide has a significant effect on the atmosphere. The historically warm eras of the earth's history have occurred at a carbon concentration of 300 ppm while its ice ages have occurred at roughly 200 ppm.*
>
> *Now imagine instead the physical effect of drinking a little cup of espresso with a much higher concentration of caffeine than 300 ppm. The atmosphere, likewise, experiences a significant warming effect with even a seemingly small increase in carbon dioxide concentration. This is what's occurring in the world's atmosphere today, with carbon at 417 ppm in 2022.*

Though these numbers sound small, the projected temperature change is a dramatic game changer for living beings of all kinds and their habitats and has already demonstrated as much: As an example, warming air has led to warming seas and so also to the death of corals globally. FDEP notes on its 2020 Coral Bleaching Fact Sheet that localized coral bleaching (or die-off) has already been occurring in Florida for roughly 100 years but also that in just the last 20 years alone, mass bleaching has occurred on a scale not seen before in the State. FDEP says that these mass bleaching events, including a major die-off between 2014 and 2016, can be "most commonly attributed to elevated sea temperatures in conjunction with increased ultraviolet radiation due to calm weather and clear skies". The reefs off the coast of Riviera Beach, a prized tourist and recreational asset for the city, have been among those affected.

Energy Policy and Emissions Reduction to Protect Air and Atmosphere

While the atmospheric warming problem is global, many of the solutions are local. The transportation and building sectors are the two largest contributors of man-made emissions which warm the atmosphere. Making alterations to the requirements of the local building and development process, and facilitating opportunities for people to rely *less* on single-occupant, fossil fuel-dependent transportation throughout the city, are two major ways that a municipality can limit the further warming of the atmosphere and striving for a livable future community. The processes of construction and vehicular travel both generate direct emissions from the burning of fuel as well as indirect emissions by virtue of the fuels burned in the production of materials used in these systems. Incentivizing LEED (or similar) building standards in local policy and facilitating transit use and micro-mobility (to transit nodes and around the city) are just two examples of municipal actions that can effectively lower the city's contribution to the warming atmosphere.

[3] Ibid.

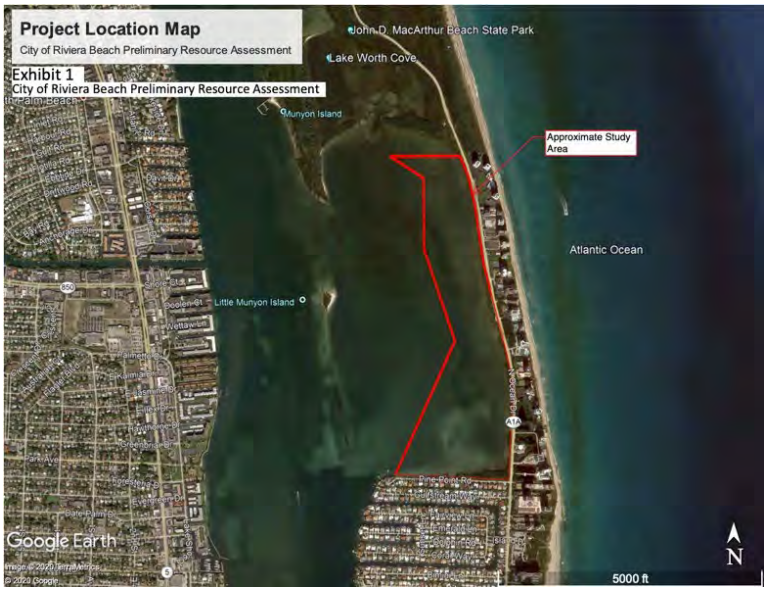
In addition to developing policy and practices that reduce overall emissions from buildings processes and transportation, Riviera Beach can adopt policy that transforms energy use. By conserving energy in municipal operations and facilities, and promoting the same in the rest of the community, the City can reduce overall energy demand and lessen reliance on fossil fuel-dependent forms of energy. Further, by facilitating a shift towards using alternative forms of energy, such as through support for solar energy systems, for electric vehicle use, and for other alternative fueled vehicles and transit (bio-fuel, etc.), the City can help foster a new local energy economy that does not generate carbon emissions as it now does.

HEALTH OF LOCAL ECOSYSTEMS

Marine Habitats and Listed Species

Riviera Beach has enjoyed benefits of proximity to vibrant and extensive marine habitats over the course of its history. These coastal communities of inter-dependent vegetation and wildlife have long been a draw for divers, fishermen, scientists, educators, and nature lovers. As the human population of the area has grown over time, the impacts of land development and human activity upon the environmental quality of these habitats have increased and threaten the very resource that attracts the development and activity in the first place.

The City commissioned a Resource Assessment in 2020 to assemble the known facts about significant natural resources such as seagrass, mangroves, sea turtles, manatees, and other fish and wildlife populations that exist in a shallow portion of Lake Worth Lagoon between the mainland portion of the City and Singer Island. Several species are listed as threatened species with the U.S Fish & Wildlife Service, as indicated below. The study area, shown in the following image, is of particular concern to the City because of the direct impacts that runoff and commercial and recreational marine activity have upon its environmental quality.



Source: Preliminary Resource Assessment: Lake Worth Lagoon at Riviera Beach, 2020

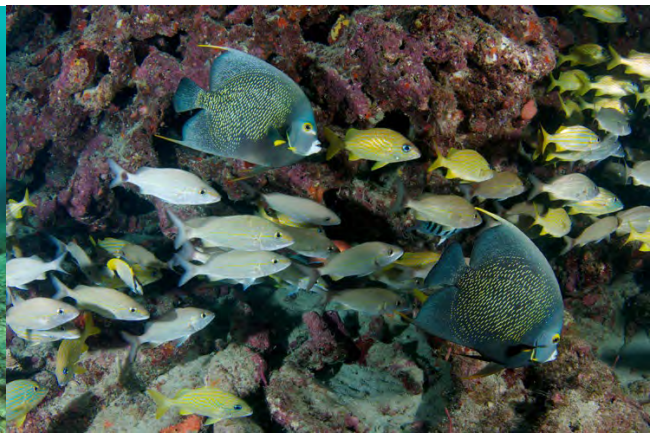
The study found:

- Continuous or patchy seagrass coverage throughout the area, composed of manatee grass (Syringodium filiforme), shoalgrass (Halodule wrightii), paddlegrass (Halophila decipiens), Johnson's seagrass (Halophila johnsonii) and turtlegrass (Thalassia testudinum);
- A narrow fringe of mangroves present along most of the shoreline within the study area;
- Manatees present within the area year-round, and that the area is part of the USFWS designated Critical Habitat for the threatened West Indian Manatee (Trichechus manatus);
- Threatened, juvenile green sea turtles (Chelonia mydas) and juvenile loggerhead sea turtles (Caretta caretta) present in seagrass beds that are critical developmental habitat;
- Juvenile fish species and invertebrates, including the federally-threatened smalltooth sawfish (Pristis pectinata), for which the study area is a suitable (though not designated critical) habitat;
- That the study area is considered an Essential Fish Habitat (EFH)[4] for spiny lobster, snapper and grouper, in that it has characteristics necessary for fish to spawn, breed, feed, and/or grow to maturity;
- That the study area is also considered a Habitat Area of Particular Concern (HAPC), with rare, ecologically important, susceptible to human-induced degradation, or located in an environmentally stressed area[5]; and
- That further understanding of the biodiversity, and the exact quality and quantity of habitat, could be determined through further recommended in-water surveys.

Palm Beach County plays an important role in monitoring, enhancing and protecting major natural habitats throughout its jurisdiction, much of which is documented in its 2021 Lake Worth Lagoon Management Plan Update. The Plan notes that seagrass declined in the Lagoon by 30 acres between 2013 and 2018, due primarily to the de-densification of grassy seabeds (which occurs from the combined impacts of nutrient loading and warming waters, and results in sparser coverage in some areas or reduced habitat).



Source: Dreamstime Photo 5879736
© Michael Ludwig / Dreamstime.com



Source: Dreamstime Photo
15280075 © Peter Leahy / Dreamstime.com

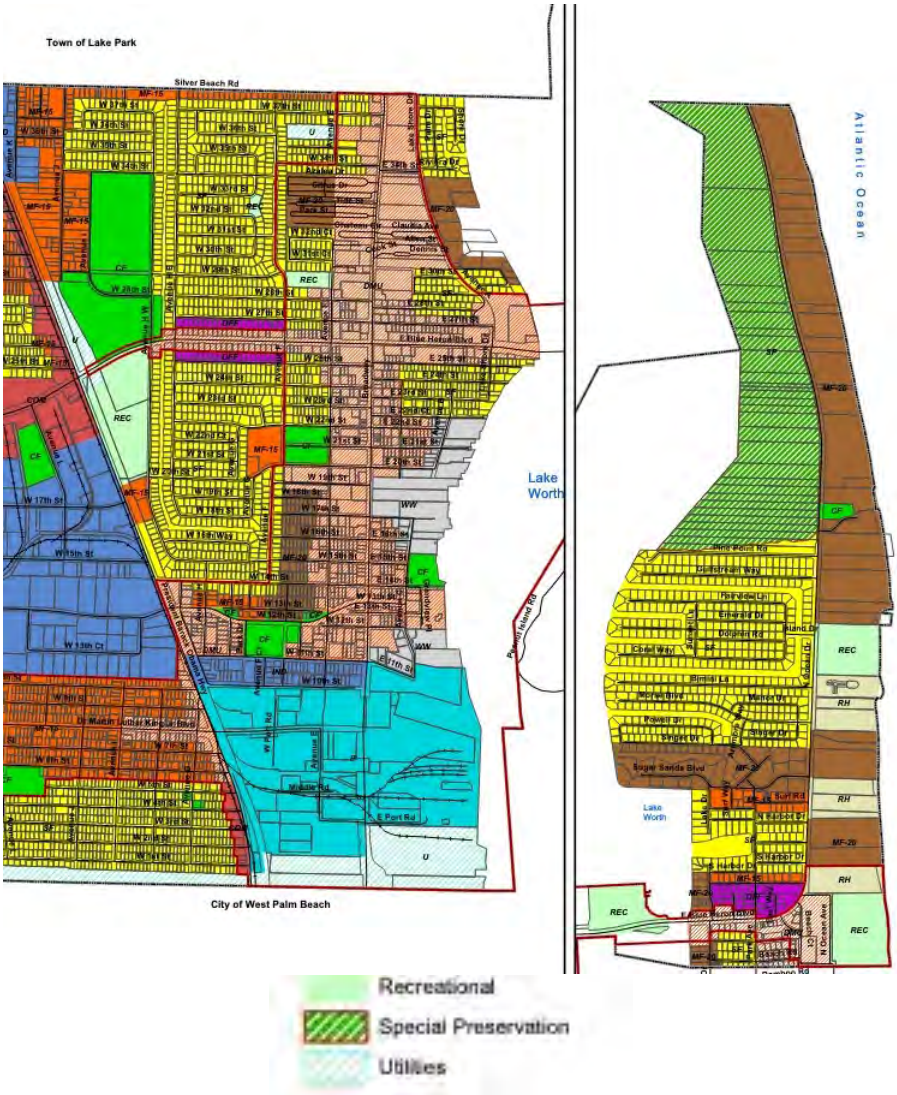
Coral reefs, which are structured colonies of hundreds to thousands of tiny individual coral animals (polyps) within a complex ecosystem including fish and other invertebrates, are another important

[4] As designated by the South Atlantic Fishery Management Council (SAFMC)
[5] Ibid.

marine habitat in the vicinity of Riviera Beach. A variety of natural and manmade reefs are located on the ocean side of Riviera Beach as well as in the Lagoon.

As noted above, warming atmospheric conditions have resulted in dramatic coral reef losses in the previous two decades. Though coral reefs take up less than 1% of the ocean globally, over 25% of all marine life rely on reefs for habitat, reefs produce significant amounts of oxygen, reefs are the first to absorb 97% of all wave energy, and reefs are a major driver of tourist and economic activity, including in Riviera Beach?[6]. Palm Beach County has supported significant reef restoration activity, with the involvement of The Reef Institute and other entities, to restore the natural reefs lost to sea warming and acidification all along the Palm Beach County coastline. Continued support for reef restoration and education in Riviera Beach, and for all policies and practices that reduce carbon emissions into the atmosphere, will be the primary ways to conserve and replenish coral reefs.

Wetlands and Submerged Lands



Source: City of Riviera Beach Future Land Use Map, 2014,
excerpt showing Special Preservation zone westward of Singer Island

[6] The Reef Institute, "Coral Conservation: There is Hope In the Chaos" (Video, 2020). https://www.youtube.com/watch?v=h4rqpn5jJSw

Wetlands are defined by the City's Land Development Code as "those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation capable of growth and reproduction and typically adapted for life in saturated soil conditions."
Submerged lands are defined by FDEP as "tidal lands, islands, sandbars, shallow banks and lands waterward of the ordinary or mean high water line, beneath navigable fresh water or beneath tidally influenced waters."

The primary local instrument protecting the integrity and health of wetlands and submerged lands in Riviera Beach is the City's zoning code, Chapter 23, Article III Wetlands Preservation and as amended by Ordinance 4191, which delineates wetland preservation areas. The City's Special Preservation zones prioritize cons ervation for the unique, sensitive natural environments contained within them. Maintenance and enforcement of these zones will be essential for the continued protection of local wetlands and habitats on submerged lands. Likewise, enforcement of the City's prohibition of floating structures (similar to the County's floating structure prohibition) will safeguard the marine ecosystem from harmful impacts of development and human activity.

When feasible, the City should endeavor to acquire private lands with wetlands or submerged lands through a willing seller program, in order to permanently protect these lands from the impact of development. Further, and especially in light of weakened protection for non-contiguous wetlands through case law at the federal level, the City should also strengthen its local regulatory framework for wetlands protection.

Role of Sediment



Lake Worth Lagoon, Over Peanut Island, Source: Dreamstime
Photo 214125980 © Kevin Kelly / Dreamstime.com

Sediment is soil and other organic material which is carried eastward from inland locations, like farms and residential properties, through the County's freshwater canals and regularly released into brackish waters at the coast when spillways are open. (This discharge also carries fertilizers and pesticides that wash off the land directly into environmentally sensitive marine habitats.). Fine, agitated sediment is distributed through Lake Worth Lagoon, making the water turbid and reducing sunlight to seagrass beds. Storms and boat traffic re-agitate the sediment and extend the periods of cloudy water. The presence of sediment, therefore, limits the ability of seagrass to grow and support communities of manatees and other sea life that depend on it. The City should work with its inter-governmental partners to support the identification of low-impact solutions to sediment accretion, ones that offer the possibility of collecting and/or pumping it back for land side applications without negatively impacting marine habitats. Baffle boxes are one such tool.[7]

Impact of Dredging

Dredging, or the removal of sediment from a naturally accreting area, is undertaken to keep waterways navigable for both recreational and commercial uses. While dredging accomplishes these economic and community objectives, it also disturbs and reduces natural habitat and potentially can increase saltwater intrusion into mainland areas[8]. The City and its intergovernmental partners should strive to balance the objective of navigability with the objective to protect unique habitats, and advocate for mitigating actions as need when compromise is necessary.

A noteworthy recent example of an effort to compromise can be found in Lake Worth Inlet. While not located in Riviera Beach proper, the inlet defines the southern limit of the City's coastal interface and is a vital location for recreational and commercial uses. It was dredged during early 2023 by the U.S. Army Corps of Engineers (USACE) and approximately 190,000 cubic yards of extracted sand were deposited on the beaches of the Town of Palm Beach. In anticipation of the disturbance to the natural ecosystem that the dredging would cause, USACE authorized a $12.4M restoration project for the inlet to follow dredging (possibly to be contracted out also in 2023) whereby it will address the "losses in seagrass, mangrove, and oyster habitats in the Lake Worth Lagoon due to federal dredging and filling activities associated with the Intracoastal Waterway (IWW) and Palm Beach Harbor Navigation Project (PBHNP)". The resulting restoration of the natural ecosystem, measured in habitat creation, marine animal population growth, and water quality should be monitored to assess the success of the effort to strike a balance between competing needs.

Native Upland Habitat

According to the Palm Beach County Parks and Recreation website, the most common upland ecosystem in eastern Palm Beach County, which includes Riviera Beach, is called Pine Flatwoods, which "is found on 'flat lands'. Soils are sandy and well drained, with moderate nutrient level. Historically, the pine

[7] Sustainable Palm Beach County website, "Sediment flow into lagoon must be addressed" by Tom Tywford, 12/8/2022, https://sustainablepbc.org/news/sediment-flow-into-lagoon-must-be-addressed

[8] Next City, "They Dredged the Mississippi River for Trade. Now a Water Crisis Looms" (October 2023), https://www.bloomberg.com/news/articles/2023-10-05/new-orleans-drinking-water-threatened-after-mississippi-river-dredging?cmpid=BBD100523_CITYLAB&utm_medium=email&utm_source=newsletter&utm_term=231005&utm_campaign=citylabdaily

flatwoods is a seasonally flooded community…[and] is a moderately cold tolerant plant community. Canopy is dominated by slash pine, [while] understory plants typically include Saw Palmetto, Stagger Bush, Wire Grass, and Ferns. Animals commonly found in pine flatwoods include deer, squirrels, bobcats, skunks, opossums, raccoons, birds, snakes, and tortoises."



Pine Flatwoods, Source: Dreamstime Photo 129493502 © Jason P Ross / Dreamstime.com

In a highly built out setting like Riviera Beach, the features of this upland habitat can only be found in small pockets of undisturbed land or in parkland. To the extent that the City can enhance or create greenways and green spaces, especially in the western, non-coastal portion of the city, attention should be paid to supporting and/or re-introducing this native habitat.

WATER RESOURCES

Groundwater

The principal ground water resources for Riviera Beach are the Surficial Aquifer System and the Floridian Aquifer System. The Surficial Aquifer system is dependent upon rainfall for recharge and provides the fresh water for all current public water supply and agriculture within the city. A couple salient facts about Riviera Beach safeguard the quality of groundwater in the city: First, saltwater intrusion into inland areas has been relatively minimal to date. Second, the city has no septic tanks, which are often a significant source of groundwater contamination. However, underground and above-ground storage tanks are another potential source of contamination which should be monitored.

Salt water can move inland underground for a variety of reasons and mix with the fresh water from which communities draw their water resources. Fortunately for Riviera Beach, according to 2019 SFWMD data, the boundary line between saltwater and fresh water has not moved inland significantly for at least 14 years in Palm Beach County and remains less than a half mile inland from the coast in Riviera Beach. It may in fact have moved seaward in recent years, perhaps due to pumping centers moving further inland and/or to the shifting of water extraction in the County from the Surficial Aquifers towards greater use of the deeper Florida Aquifer. (Broward and Miami-Dade Counties, in contrast, have experienced significantly more saltwater intrusion through underlying aquifers into inland areas during the last 10 or 15 years.)[9] The City of Riviera Beach Utility Special District (RBUSD) monitors saline water intrusion via monthly water level and chloride concentration measurements at three locations, two near its eastern wellfield and one in its western wellfield.

While there are no septic tanks in the city to potentially contaminate groundwater through leaching, other types of tanks used for storage – both underground and aboveground - such as for petroleum products, mineral acids or other substances are another potential source of contamination. As a result, storage tanks are subject to regulation by the FDEP. Leaks can be reported through Palm Beach County. Obviously, because of the lack of visual cues, underground tanks are more difficult to monitor for leaks. At the time of this report, there are 155 storage tanks registered with FDEP which have been issued a facility identification number and which are tracked for active use, history, or petroleum cleanup activity[10].

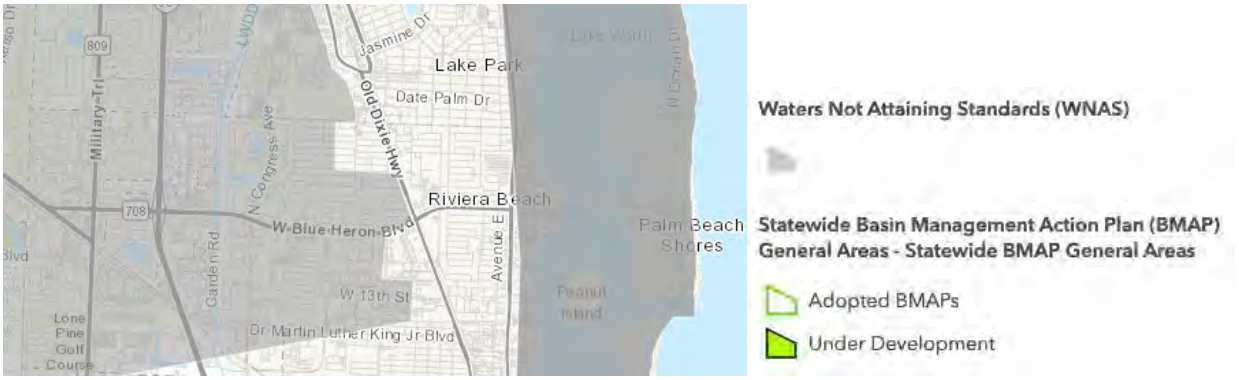
Water resource protection tools under the Florida Statutes are used to protect water supplies for natural systems and human needs. In addition to minimum flows and levels, other resource protection tools include consumptive use permitting, water shortage declarations, and the reservation of water.

Surface Waters

Surface water bodies in Riviera Beach include its natural or manmade lakes, ponds, canals, and estuaries, including the portion of Lake Worth Lagoon managed and used by the City. There are almost eight miles of canals in the city, maintained by the Stormwater Management Utility (SMU) Division. All water bodies are dependent on rainfall for replenishment. Their health, and the health of habitats contained within them, is impacted by stormwater discharges and runoff from the built environment which can deposit nutrients from fertilizers, toxins from pesticides, and chemicals leaching from improper dumping activities. These conditions are monitored broadly by the US EPA and locally by Palm Beach County and the SFWMD.

[9] South Florida Water Management District data (2019) presented on the Southeast Florida Climate Change Compact website, https://southeastfloridaclimatecompact.org/indicator-saltwater-intrusion/

[10] FDEP website, Storage tanks & Contamination Monitoring, https://prodapps.dep.state.fl.us/www_stcm/publicreports/FacilityLocOwner/Fac



Source: FDEP, based on U.S EPA data mapped by ArcGIS, 2023

The US EPA categorizes surface water bodies within the areas shown in grey on the map above as "impaired", in the area bordering on and including Lake Worth Lagoon as well as portions of inland Riviera Beach. This map also indicates the locations of entities with permits to discharge wastewater as well as locations of past water quality testing or issues.

In its description of a planned restoration project in Lake Worth Lagoon following the recent Lake Worth Inlet dredging, the US Army Corps of Engineers (USACE) stated that the "habitat loss [in Lake Worth lagoon] was exacerbated, if not directly caused, by the C-51 Canal (a federally maintained and operated channel) discharges"[11]. Efforts to minimize impactful stormwater discharges should be a high priority for inter-governmental partners aiming to protect water bodies.

At the City level, policies governing use of pesticides and fertilizers and other key substances can be strengthened to minimize the contamination of stormwater and runoff discharged into surface waters. New technologies are also available to filter water as it drains from upland locations to lower basins and outfalls. For example, the installation of advanced technology baffle boxes at stormwater outfalls would be an effective way to filter water before it enters Lake Worth Lagoon and minimize street flooding. A baffle box contains a series of sediment settling chambers and so can capture undesirable chemicals embedded in sediment. The City should continue considering this potential capital investment and monitor examples of this technology's use in the region, as in North Bay Village in Miami-Dade County.

The Primary Ways to Gauge Water Quality: Nutrients, Salinity and Pollutants

Nutrients. As per the U.S. Geological Survey, "an overabundance of nutrients—primarily nitrogen and phosphorus—in water starts a process called eutrophication. Algae feed on the nutrients, growing, spreading, and turning the water green. Algae blooms can smell bad, block sunlight, and even release toxins in some cases." The SFWMD maintains a nutrient autosampler at its S-155 structure to measure total nitrogen and phosphorus discharged into Lake Worth Lagoon and to calculate nutrient loading.

[11] US Army Corps of Engineers website, https://www.saj.usace.army.mil/About/Congressional-Fact-Sheets-2023/Lake-Worth-Lagoon-FL-1135/



Discarded Bicycle, Source: Dreamstime Photo 141590564
© Charles McClintock Wilson / Dreamstime.com

Salinity. As per the U.S EPA, water salinity is "the dissolved salt content of a body of water. It is a strong contributor to conductivity and helps determine many aspects of the chemistry of natural waters and the biological processes within them." The SFWMD has deployed two high-frequency salinity sondes to monitor and document total salinity in the Central portion of the Lagoon, with stations north and south of the C-51 canal. The County maintains its own salinity probes at St. John's Island Natural Area and at Munyon Cove.

Pollutants. As per the University of Florida Clean Water Campaign, water pollutants are any "additions to water that cause an imbalance in the ecosystem." Point source pollution comes from a single, identifiable source, such as a wastewater treatment plant, an industrial site's effluent, or a combined sewer outfall. Non-point source pollution comes from multiple sources or from a widespread area. University of Florida states that "polluted stormwater runoff is one of the greatest threats to clean water."

Palm Beach County states in its 2021 Lake Worth Lagoon Management Plan Update that among its goals is to continue and to expand its water quality monitoring program in the Lagoon. It intends to update its water quality assessment every three to five years. Also, it intends to develop and utilize a predictive watershed and/or hydrodynamic model for the Lagoon to determine nutrient loading rates, sedimentation rates, resulting salinities, and other variables under different water management scenarios. Riviera Beach should continue to monitor the data, policies and projects developed by the County and by the SFWMD vis à vis nutrients, salinity and pollution. By understanding and supporting these broader efforts, the City will be best positioned to promote and enforce appropriate practices affecting the waters off its shores.

Potable Water

The Riviera Beach Utility District is currently authorized by the SFWMD to serve 31,500 people with 3,313 million gallons per year (MGY) of potable water, including City residents as well as residents of Palm Beach Shores, parts of West Palm Beach, and unincorporated areas within or adjacent to City

borders. It draws raw water from the East Coast surficial aquifers through 27 ground production wells and three repump stations located throughout the city. The City maintains emergency interconnects with the adjacent municipal / public utility agencies, West Palm Beach Utilities, and Seacoast Utility Authority. The City also has an emergency water service agreement with Magnonia Park in the event that their water plant does not function. Water supply management in the city is dictated by the Riviera Beach Utility Special District (RBUSD) Water Supply Facilities Work Plan, which was last updated in June 2022.

The Water Treatment Division is responsible for the daily operation of the City's water system, including its existing lime softening treatment plant with a capacity to treat 17.5 million gallons per day with lime and polymer, followed by disinfection with chlorine and ammonia and then filtration. The City of Riviera Beach Water Treatment Plant routinely conducts monitoring of its water's quality and routinely reports those monitoring results to the Palm Beach County Health Department. The City conducts water quality monitoring for compliance purposes at intervals of 2 hours daily at the water treatment plant and 3 times monthly at 42 various sites throughout the city.

There is no reclaimed water facility in the City. All wastewater is piped to the regional wastewater treatment plant in West Palm Beach, East Central Regional (ECR) for treatment and disposal. Reclaimed water is not current available from ECR for use within Riviera Beach.

By late 2027, on the basis of a present day higher per capita use rate and a projected growth in population to 58,551 persons by 2042, the City will add new surficial wells in tandem with the construction of a new Water Treatment Plant, as well as four to six Floridian Aquifer wells, providing up to a total of 5,163 MGY, or 14 million gallons per day (MGD) with expansion to 16 MGD at buildout. This plant will utilize Reverse Osmosis (RO) and Nano-filtration (Nano) as its primary water softening mechanisms. Final completion of the new facilities is expected in mid-2028.



Source: Palm Beach County Wellfield Protection Zones, Comprehensive Plan Map series, 2004

A 2022 map of the wellfields serving the District is shown above. FDEP performed a water assessment on the system in 2022 to identify potential sources of contamination. 18 potential sources of contamination were identified, including petroleum storage tanks and small- and large-quantity generators with low to moderate levels of susceptibility.

Contaminants that can be in source water include microbes such as viruses and bacteria, inorganic contaminants such as salts and metals, pesticides and herbicides, organic chemicals such as by-products

of industrial processes, and radioactive material which can be naturally occurring or a result of industrial processes.[12]

Based on 2022 data, the City of Riviera Beach is currently in compliance with drinking water standards and has not violated or exceeded standards for regulated contaminants or by-products of disinfection processes or corrosion, erosion or leaching from various materials and infrastructural elements. It should be noted that coliform bacteria was found in two of 510 samples taken but the 2022 Annual Water Quality Report states that "with proper flushing and resampling, the situation was corrected within 24 hours" of the finding.[13] A table of the most recent test results is included at the end of this chapter as Exhibit 1.

Riviera Beach should continue to address water quality and continue regular water testing and reporting through its Utility Special District as well as with always prompt response to deviations from acceptable water quality standards.

The City should strive to meet water quality standards and also excel beyond them by engaging the community as partners in the protection of resources. It should maximize its outreach to, and engagement with, city residents about the importance of utilizing and maintaining plumbing properly; avoiding the disposal of fats, oils and grease into public wastewater; and water conservation. The City's 2022 Annual Water Quality Report is a good example of clear and informative publicity about water quality facts and issues and about a resident's role in water quality preservation.

In coordination with County operations, the City should also consider establishing a household hazardous waste collection site within city borders to make it convenient for residents to dispose of household chemicals, paint, batteries, etc. that could otherwise leach hazardous chemicals into groundwater if disposed of improperly. Finally, the City should also continue to require new development to hook up to sewer, particularly because the new Florida House Bill 1379 prohibits new septic tank use beginning in 2024.

NATURAL FLOODPLAINS

Patterns of surface water flow and stormwater drainage are complex in a highly urbanized area like Riviera Beach. These patterns result from the combined topographical and superficial characteristics of the pre-existing natural floodplain and the newer built environment. The City of Riviera Beach is relatively fortunate compared to its Southeast Florida neighbors in that its mainland is situated on relatively higher ground and so drains eastward into Lake Worth Lagoon or westward into the lower lying recharge areas beyond the City's borders. However, Singer Island, the mainland coast, and portions of the city along the C-17 canal and south of Martin Luther King Boulevard around I-95 have a significantly more elevated flood risk.

Identifying the city's flood zones is a means of understanding its relationship to patterns of stormwater drainage under current conditions. The current Flood Insurance Rate Maps (FIRM) for Riviera Beach identify the flood zones within the City as mapped by the National Flood Insurance Program

[12] City of Riviera Beach, Annual Water Quality Report, Reporting Year 2022.
[13] Ibid.

(administered by the Federal Emergency Management Agency (FEMA)). Table 2. FEMA FIRM Flood Zones, shown below, lists the flood zones shown on the FIRM. Much of the city currently falls within Zone X or has not even warranted being designated below and so is subject to minimal flooding risk. However, the city's coastal land is subject to significant flood risk: all of the ocean-side coast of Singer Island falls within the most risk-prone VE zone. The remainder of the city's coastal land on the eastern side of Singer Island and along the mainland (inland to roughly US1) falls within the AE zone, in which a base flood elevation must be determined.

Table 2. FEMA FIRM Flood Zones

Zone	Description
AH	Subject to 100-year shallow flooding with average depth of one to three feet
AE	Areas subject to 100-year flood with base flood elevation determined
X	Areas outside the 500-year flood plain with less than 0.2% annual probability of flooding
VE	Areas subject to 100-year flood and additional velocity hazard (wave action)

The Florida Building Code regulates construction as it relates to flood zones (applying minimum standards only). The City's floodplain management regulations strive to minimize public and private losses due to flood conditions, and SFWMD and Broward County regulate the discharge of stormwater run-off and the use of natural drainage features.

Large scale drainage from communities up and down the coast of Palm Beach County into Lake Worth Lagoon directly impacts the estuary's health because of what is carried into the lagoon by the drained water. According to the County's 2020 Lake Worth Lagoon Management Plan Update, the watershed of the lagoon is 42 times larger than the Lagoon itself, an area which is home to more than one million residents and "complicates efforts to manage it holistically". While Riviera Beach only interfaces directly with a small section of the Lagoon ecosystem, the stewardship that the City undertakes for this tremendous environmental resource on its portion of this large watershed area will directly affect its ultimate health and the many economic, environmental, and recreational benefits it provides to the community and region as a whole.

Role of the Built Environment in Drainage Patterns

Riviera Beach is a highly built out community, like many coastal municipalities in the County. The sum total of impervious surfaces in the city – found in streets, parking lots and other paved areas – strongly influences drainage patterns and can exacerbate flooding under heavy rain conditions. The City should encourage the preservation or restoration of pervious areas, where water can percolate directly into soil - such as in green spaces, open space set-asides, rain gardens, swales and medians – to improve drainage through the natural floodplain and minimize nuisance flooding. At a future time when the City may experience greater frequency of flooding, the availability of these recharge areas will be essential.

Drainage canal infrastructure built in the early 20th century also significantly altered natural drainage patterns (in addition to draining major portions of the Everglades to create buildable land) before much of the city's land was even developed. There are almost eight miles of canals and over 900 stormwater

inlets in the City of Riviera Beach, which are maintained by the Stormwater Management Utility (SMU) Division.[14]

Anticipated Future Flooding

While the flood zone information referenced above indicates only limited areas where flood risk is currently a pressing issue, these conditions are not static: the City will find that flooding issues increase citywide in the future because of atmospheric warming and related sea level rise and inland inundation. The June 2022 Riviera Beach Utility Special District (RBUSD) Water Supply Facilities Work Plan notes that sea level rise and climate charge are a relevant regional water issue: "Rising sea level in the past years could affect flood control operations at coastal structures and contribute to inland movement of salt water into aquifers. Climate change could affect evaporation rate, drought period, and flooding throughout the region."

IMPORTANT RESOURCES FOR COMMERCIAL AND RECREATIONAL USES

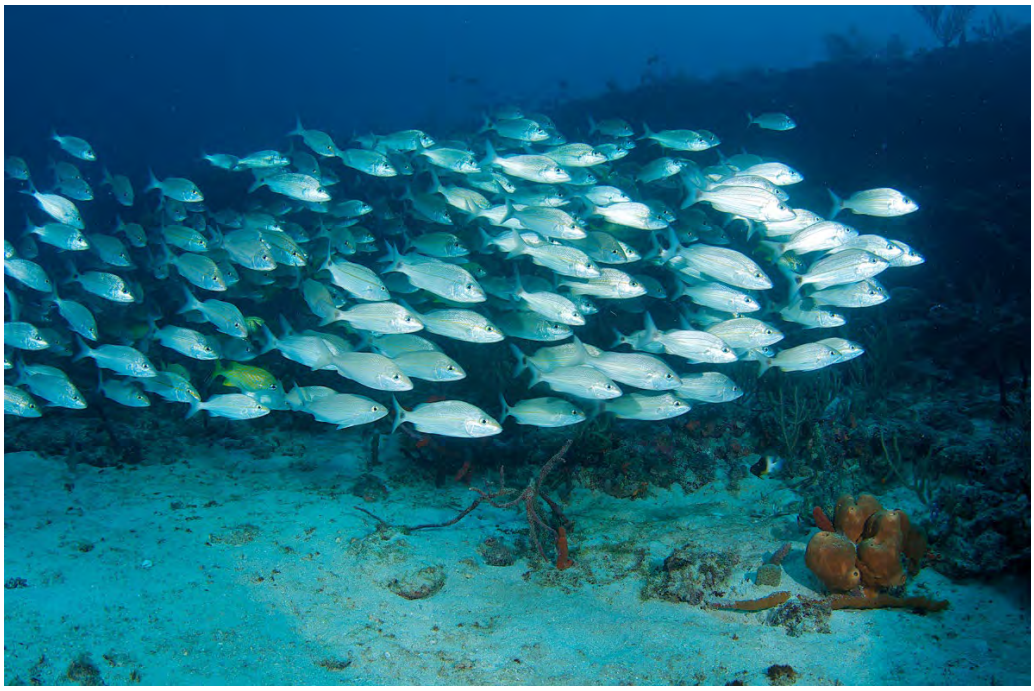
Fisheries



Juvenile Grey Snapper, Source: Dreamstime Photo 17063657
© Peter Leahy / Dreamstime.com

[14] SMU is responsible for overseeing the inspection and reporting mandated by the National Pollutant Discharge Elimination System (NPDES), improving infrastructure in the stormwater system, mowing drainage ditches and swales, cleaning inlets and drain pipes, sweeping 80 miles of city streets monthly, and maintaining a Stormwater Master Plan.

Fishing in Lake Worth Lagoon and off-shore is a highly popular commercial and recreational activity. Anglers can successfully fish these waters year-round but may find the period from March to July to be the most appealing because of the run of big fish in schools at this time as well as the occurrence of the annual Lake Worth Lagoon Fishing Tournament in late February. As per Guidesly, a fishing tourism website, "the most common catches in this lagoon are common snook, pufferfish, and bonefish… other fish species found in the lagoon are the grey snapper, lane snapper, hardhead catfish, crevalle jack, panfish, white grunt, checkered puffer, blue runner, schoolmaster, tomtate, blue striped grunt, great barracuda, and yellowfin mojarra." This site notes that productive fishing sites include around Munyon Island, along the mangrove edges to the lagoon, and at the Lake Worth Bridge.



Schooling Tomtates, Source: Dreamstime Photo 17265131
© Peter Leahy / Dreamstime.com

Mangroves and seagrass beds provide nursery, foraging, and refuge habitat for federally managed fishery species (e.g. snapper/grouper species), as well as for other commercially and recreationally important fish. The County initiated fishery monitoring in 2014 in the central Lagoon and has documented a variety of commercially important fish species utilizing waters near habitats it had engaged in restoring.

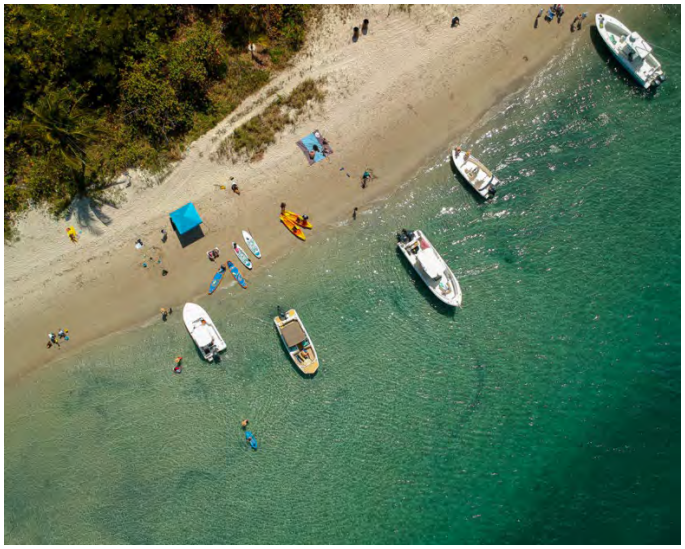
The FDEP runs the voluntary Clean Marina program, which rewards efforts to operate marine activities with demonstrated attention to environmental stewardship. The Lake Worth Lagoon Management Plan Update (2021) notes that 14 marinas within the lagoon area have been designated by the State as Clean Marinas, including several privately owned marinas in Riviera Beach. Achieving this designation involves:

- Taking a pledge regarding practices that protect Florida's waters from harmful chemicals, excess nutrients and marine debris;
- Conducting a self-assessment of the facility according to identified criteria which may include facts about local sensitive habitats, waste management, storm water control, spill prevention, and emergency preparedness;
- Scheduling an environmental review, and, if so designated;

- Maintaining Clean marina status through an annual renewal process.

The City of Riviera Beach should consider leveraging this process to address deficiencies where they exist in its public marina and waters. A successful application for the Clean Marina designation would be a source of pride for the City and a further leg up for its tourism industry.

Marine Recreation



Source: Peanut Island, Dreamstime Photo 214125992
© Kevin Kelly, Dreamstime.com

The Lake Worth Lagoon Management Plan Update (2021) estimates the economic value of boating, fishing, snorkeling and birdwatching in Lake Worth Lagoon to be roughly $199.1 million per year, based on a 2020 Everglades Law Center study. The Lagoon's appeal goes well beyond fishing and has spillover economic benefits in the local economy in the form of spending at hotels, restaurants, retail shops, and much more. Beyond fishing, the waters around Riviera Beach are highly sought after for a variety of marine-related activities. Florida Power & Light's Manatee Lagoon in Riviera Beach alone attracted 162,000 visitors in 2019 to view "the hundreds of manatees that gather near the power plant outfall in winter."[15]

Once again, these activities depend on maintaining or improving environmental quality of the natural resources. As a result, as the Management Plan states, "Managing the Lagoon's resources requires a delicate balance of two disparate and sometimes diverging goals: Ensuring adequate access to the Lagoon's bounty for all who wish to enjoy it, while safeguarding it from overuse and degradation." It also notes that socio-economic and physical mobility limitations, as well as predominately private ownership of the coastal lands, limit the accessibility of these marine resources to all residents of the city. Striving for maximal access should remain one of the City's priorities.

Managing marine debris is a major undertaking throughout the Lagoon, including within the waters off of Riviera Beach. The County collected $100,000 in pollution fines between 2014 and 2017, and the non-profit Lagoonkeepers removed 10,570 pounds of trash from all sites between 2014 and 2019. The

[15] Lake Worth Lagoon Management Plan Update, 2021, p. 116.

County's Environmental Resources Management department (ERM) hosts monthly cleanups at several restoration locations throughout the Lagoon.

In Riviera Beach, beyond the issue of trash debris, there is no pump-out station and the amount of sanitary waste illegally discharged into the water is unknown but is suspected to be unacceptably high. In addition, derelict and/or abandoned vessels are another ongoing issue for the City. City efforts to enforce existing regulations and promote responsible boating should include exploration of the options for establishing a designated mooring field with pump-out facilities and better monitored boat activity. This action should be taken in collaboration with neighboring municipalities and the County, who have a shared interest in managing boating activities with environmental stewardship in mind.

CLIMATE RESILIENCE PLANNING



Source: Dreamstime Photo 70782854 © Rawpixel Images / Dreamstime.com

The City is incorporating various resilience policies throughout this update of the Comprehensive Plan. These policies will reflect forecasted impacts from climate change as well as an understanding of the City's vulnerabilities and risks from environmental, social, and economic perspectives. These policies will be action-oriented and prioritize multi-disciplinary approaches to increasing resilience to changing weather patterns and sea level rise as well as social and economic stressors.

The Conservation Element's Goals, Objectives and Policies (GOPs) will, in addition to setting forth direction on the various topics found in this Conservation analysis thus far, create City policy that will enable a proactive response to the challenges posed by a warming climate, increasing tropical storm activity and/or greater severity of storms, potential increases in flooding, animal and plant habitat degradation, and other large scale trends that are well documented in the scientific, academic and planning communities. While some of these trends seem beyond one's influence, the sum total of the many actions taken in managing the City will have a significant effect on the outcome for Riviera Beach's significant natural assets.

The Comprehensive Plan's resilience-oriented policies will be based upon the findings of this Data Inventory and Analysis as well as the comparable analyses for the other Comprehensive Plan Elements.

Some of the key climate resilience-oriented policy issues to be addressed specifically as a result of this Conservation analysis include:

- Protection and enhancement of native habitats, ecosystem services, and environmental quality as needed in response to the impacts of atmospheric warming and the built environment;
- Preservation of Lake Worth Lagoon and other coastal recreational resources;
- Strategies to reduce harmful runoff, dumping and fuel discharges impacting the City's estuarine environments;
- Implementation of public wetlands and submerged land acquisition as feasible through a willing seller program;
- Green infrastructure (nature-based) solutions that complement hard infrastructure strategies at the coastline and minimize negative impacts on flora and fauna;
- Tree canopy installations in key "heat island effect" locations throughout the city, with an emphasis on equitably addressing needs for street cooling and shading;
- Consideration of updated seawall requirements commensurate with projected sea level rise;
- Opportunities for reducing fossil fuel reliance in the transportation and building sectors, including support for transit use and micro-mobility;
- Artificial reef building as a means to mitigate storm effects and sand losses and to sequester carbon;
- Incentivizing LEED (or similar) green building standards;
- Conserving energy in municipal operations and facilities, and promoting the same in the rest of the community;
- Facilitating a shift towards using alternative forms of energy, such as through support for solar energy systems, electric vehicle use, and other alternative fueled vehicles and transit;
- Integration of the policy themes of the City's Parks and Recreation Master Plan (2021) related to future land us, transportation, infrastructure, recreation and open space, conservation, and coastal management;
- Means of educating and engaging local residents in habitat conservation, responsible waste management, minimizing pollution in property runoff, making lower carbon footprint purchasing decisions, protecting the water supply, and other environmentally important activities;
- Continued and expanded support of community and individual gardening to support access to healthy, locally grown food by residents throughout the community;
- Providing resources and guidance to groups who are vulnerable to health impacts from high heat or flooding; and
- Encouraging the preservation or restoration of pervious areas, where water can percolate directly into soil, such as in green spaces, open space set-asides, rain gardens, swales and medians.

Exhibit 1: Table of water contaminant findings from the City of Riviera Beach 2022 Annual Water Quality Report

PRIMARY REGULATED CONTAMINANTS

Microbiological Contaminants

CONTAMINANT AND UNIT OF MEASUREMENT	TT VIOLATION (YES/NO)	DATES OF SAMPLING (MO./YR.)	RESULT	MCLG	TT	LIKELY SOURCE OF CONTAMINATION
Total Coliform Bacteria (positive samples)	No	Monthly 2022	Positive[1]	NA	TT	Naturally present in the environment

Inorganic Contaminants

CONTAMINANT AND UNIT OF MEASUREMENT	DATES OF SAMPLING (MO./YR.)	MCL VIOLATION (YES/NO)	LEVEL DETECTED	RANGE OF RESULTS	MCLG	MCL	LIKELY SOURCE OF CONTAMINATION
Nitrate [as nitrogen] (ppm)	06/01/2022	No	0.95	0.95–0.95	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Nitrite [as nitrogen] (ppm)	06/01/2022	No	0.18	0.18–0.18	1	1	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits

Synthetic Organic Contaminants, Including Pesticides and Herbicides

CONTAMINANT AND UNIT OF MEASUREMENT	DATES OF SAMPLING (MO./YR.)	MCL VIOLATION (YES/NO)	LEVEL DETECTED	RANGE OF RESULTS	MCLG	MCL	LIKELY SOURCE OF CONTAMINATION
Dalapon (ppb)	06/10/2022	No	ND	NA	200	200	Runoff from herbicide used on rights-of-way

STAGE 1 DISINFECTANTS AND DISINFECTION BY-PRODUCTS

CONTAMINANT AND UNIT OF MEASUREMENT	DATES OF SAMPLING (MO./YR.)	MCL VIOLATION (YES/NO)	LEVEL DETECTED	RANGE OF RESULTS	MCLG OR [MRDLG]	MCL OR [MRDL]	LIKELY SOURCE OF CONTAMINATION
Chloramines (ppm)	Monthly 2022	No	3.15	0.6–4.0	[4]	[4.0]	Water additive used to control microbes

STAGE 2 DISINFECTANTS AND DISINFECTION BY-PRODUCTS

CONTAMINANT AND UNIT OF MEASUREMENT	DATES OF SAMPLING (MO./YR.)	MCL VIOLATION (YES/NO)	LEVEL DETECTED	RANGE OF RESULTS	MCLG	MCL	LIKELY SOURCE OF CONTAMINATION
Haloacetic Acids (five) [HAA5]–Stage 2 (ppb)	Quarterly 2022	No	21.88	9.6–25.6	NA	60	By-product of drinking water disinfection
TTHM [total trihalomethanes]–Stage 2 (ppb)	Quarterly 2022	No	24.43	8.5–26.4	NA	80	By-product of drinking water disinfection

Lead and Copper (Tap water samples were collected from sites throughout the community)

CONTAMINANT AND UNIT OF MEASUREMENT	DATES OF SAMPLING (MO./YR.)	AL EXCEEDANCE (YES/NO)	90TH PERCENTILE RESULT	NO. OF SAMPLING SITES EXCEEDING THE AL	MCLG	AL (ACTION LEVEL)	LIKELY SOURCE OF CONTAMINATION
Copper [tap water] (ppm)	10/27/2020	No	0.213	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead [tap water] (ppb)	10/27/2020	No	0.00217	0	0	15	Corrosion of household plumbing systems; erosion of natural deposits

[1] The Utility Special District collected a total of 510 samples in 2022, with only 2 positive for total coliform. With proper flushing and resampling, the situation was corrected within 24 hours.

City of Riviera Beach

Comprehensive Plan

Capital Improvement Element

DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

February 2023

I. INTRODUCTION

Purpose

The purpose of the Capital Improvements Element is to create a comprehensive analysis and budget for proposed development or redevelopment projects for the City within a specified planning period. The analysis shall evaluate the need for public facilities based on deficits and projected populations, determine the cost and fiscal capabilities to conduct improvements for existing or new developments, and outline the timeline of funding and projected developments The Element shall include the requirements to ensure that an adequate concurrency management system will be implemented by the City.

The Capital Improvements Plan (CIP) for the City focuses on nine (9) core areas consisting of governance, planning, staffing, revitalization, engagement, recreation, economic development, stewardship and innovation to achieve the City's short-term and long-term goals.

Planning Timeframes

The City of Riviera Beach's Comprehensive Plan provides guidance on development and redevelopment over two planning periods: a 5-Year period (short term) and a long-term planning period ending September 30, 2030.

II. SUMMARY ANALYSIS OF PUBLIC FACILITIES

Public Facility Needs

The City is relatively built-out, with approximately 1,693 acres of vacant land. With the City's primary development designated as low density residential, adequate public facilities and compatible development are required in addition to the revitalization of existing facilities to maintain a high standard of living for the community. The majority of the City's current projects within the 5-Year Capital Improvement Plan are designated for public works to develop new and enhance existing facilities. Through the implementation of "Article X – Concurrency Management and Public Facility Capacity" of the Land Development Code, the City shall continue to restrict development permit issuances unless the required public facilities for the proposed project are established and coincide with the impacts of development.

Park and Recreation

Riviera Beach has implemented a Parks and Recreation Master Plan in order to maximize the use of facilities, community centers and parks. In addition, the Plan analyzes existing resources and deficits to adequately meet the needs and demands of the City. The other park projects included in the 5-Year Capital Improvement Plan consist of new developments, maintenance, and existing facility expansion projects. Refer to the Recreation and Open Space Element for more information and data.

Potable Water

The Riviera Beach Special Utility District and Palm Beach County will continue to provide a potable water level of service of 197 gallons per capita per day with an average level of service at a pressure of 20 psi or more, and a storage capacity of 4,300,000 gallons to the residents and business properties in the City during the next planning period. The City's potable water is collected from 27 ground production wells and three (3) repump stations. The Water Treatment Division of USD controls the City's water system, operating a Class "A" Level II Lime Softening Treatment Plant with a capacity of 17.5 million gallons per day. Potable water concurrency deficiencies are not identified. Refer to the Potable Water Sub-Element for more information and data.

Wastewater

The City will continue to provide a sanitary sewer collection system with a level of service that accommodates 135 gallons per person per day. The Sewage Collection Division of USD will continue to maintain sewer lines and sewer pumping stations in addition to the installation of new service connections for ~~to~~ the residents and business properties in the City during the next planning horizon. Approximately four (4) million gallons per day of raw sewage water is redirected to the East Central Regional Water Reclamation Facilities. Wastewater concurrency deficiencies are not identified.

Stormwater Management and Drainage

The City will continue to operate and maintain its own stormwater management facilities within City right-of-way and properties to provide flood control and water quality treatment within the City limits. The level of service will sufficiently accommodate the first inch of runoff or runoff from the 3-year, 1-hour storm depending on which is greater.

Solid Waste

The Goode Companies of Florida, Inc (GCI), an external service provider will continue to provide solid waste and recycling collection services for Riviera Beach as per the ten-year agreement. The

solid waste necessary to collect to achieve the standard level of service will be maintained at 6 pounds per person per day. Solid waste disposal deficiencies or needs have not been identified.

Transportation

The City will continue to provide a transportation network utilizing the level of service standards of the Palm Beach County Traffic Performance Ordinance, the Florida Department of Transportation for Florida Intrastate Highway System (FIHS) and the State Intermodal System (SIS) facilities.

Public Schools

The City will ensure adequate availability and provisions of public school facilities consistent with the adopted level of service standard. Through the use of the Interlocal Agreement, the City will establish a system of Public School Concurrency to maintain a fluid and uniform level of coordination with all parties in the planning process of public facilities.

Public schools are provided by the School Board of Palm Beach County, Florida. The following public schools are located within the City:

Elementary Schools
Lincoln Elementary School
Washington Elementary School
Dr. Mary Mcleod Bethune Elementary School
West Riviera Elementary School
Riviera Beach Preparatory and Achievement Academy

Middle Schools
John F. Kennedy Middle School

High Schools
Suncoast Community High School
Inlet Grove Community High School

Refer to the Public School Facilities Element for more information and data.

III. PROJECTED REVENUES AND EXPENDITURES

EXISTING REVENUE SOURCES

The City has various revenue sources which it can utilize to fund capital projects.

Property Taxes

Property taxes are the highest source of revenue for Riviera Beach. The City's property tax is levied and becomes a lien of real and personal property located in the City on October 1 of each year based on the assessed value listed as of the prior January 1. Assessed values are established by the Palm Beach County Property Appraiser. The current year's levy is based on assessed property values totaling approximately $7.177 billion. Taxes are collected directly by Palm Beach County Tax Collector and remitted to the City as collected.

The City is permitted by state law to levy taxes up to 10.00 mills of assessed valuation for the general fund. The City levies millage for the general fund.

All taxes are due and payable from property holders on March 31, become delinquent on April 1 and are subject to the issuance of tax sale certificates if unpaid by on June 1.

Other revenue streams include local option gas tax revenues, communication service tax and business tax receipts.

Utility Taxes

The City imposes utility taxes of 10% on electricity, natural gas, and all water usage, and 5.10% on telecommunication usage. Florida statutes guidelines authorize the City to charge a maximum of 10% on utility tax. These fees are collected by the respective utility companies and turned over to the City.

Franchise Fees

Franchise fees are derived from revenues received by the City pursuant to franchise agreements that the City has entered into with private entities to provide certain services within the City. Such services may include electric, gas, water, telephone, cable television, towing, and solid waste roll-off container services.

Licenses and Permits

The City charges fees for licenses and building permits. Other fees include permit surcharge fees and building inspections.

Over the fiscal year period 2023-2028, building permit revenues will remain flat.

Intergovernmental Revenue

Intergovernmental revenues have consisted of funds received from the Federal, State and County levels of government. The City receives intergovernmental revenue from multiple categories including half-cent sales tax, state revenue sharing, alcoholic license tax, firefighter supplemental compensation, mobile home licenses and from the State of Florida.

Other Revenues

Other revenues consist of charges for services, fines and forfeitures, grants and contributions, investment earnings, transfers from other funds, and other miscellaneous revenues.

Capital Project Funds

The City has established capital project funds to be used in funding capital improvements which are contained in the 5-Year Capital Improvement Plan. The Plan includes approximately $18.5 million of governmental projects for FY 2023 and over $90.3 million up to FY 2027. For enterprise projects, the Plan accounts for $166.5 million for FY 2023 and $234.9 million up to FY 2027.

The City has earmarked 20% of the 10% levied against electricity and gas charges of the utility revenues to supply a continuing source of funds.

Revenue Bonds

In September, 2021, the City issued Public Improvement Revenue Bonds, Series 2021 to finance the cost of acquiring, constructing, and equipping two new fire stations in the City.

In 2016 USD issued Water and Sewer Revenue Bonds, Series 2016 to finance the costs of acquiring, constructing, and equipping improvements and upgrades to the combined water supply, treatment and distribution system and sewer collection system. Currently, these bonds

have been refinanced. USD anticipates issuing new debt during FY 2024 to finance the new water treatment plant facility.

Impact Fees

The City collects water and wastewater impact fees.

Water and Wastewater connection fees: Revenue source is a function of the City's recovery of capital cost associated with installing utility hardware in "new' construction.

EXPENDITURES AND CAPITAL IMPROVEMENT PLAN

Types of Expenditures

All expenditures are accounted for by the City according to Generally Accepted Accounting Principles (GAAP).–Types of expenditure include personnel wages and benefits, operating expenditures, capital outlays, debt service, and depreciation.

Level of Service (LOS) Deficiencies

The City has existing deficiencies that need to be addressed in addition to projected deficiencies within the five-year planning horizon. The 5-Year Schedule of Capital Improvements is included below as Table 7-4 and is based on the City's need to maintain and modernize its existing public facilities and infrastructure.

5-Year Capital Improvement Plan

The City's Code of Ordinances requires that a 5-Year Capital Improvement Plan (CIP) be prepared and adopted every year prior to the beginning of the new fiscal year which begins October 1 and ends September 30. The Finance and Administrative Services Department coordinates with the various city departments to prepare the CIP. The City Counsil reviews, modifies and approves the Capital Improvement Plan. The City's 5-Year Capital Improvement Plan for FY 2023-2027 is below in Table 4a and 4b. Within the first year of completion of the capital project, the operating impacts for the active projects are estimated to be $2,380,000 as indicated in Table 5.

Table 1: 5-Year Capital Improvement Plan-Government Projects (Fiscal Year 2023-2027)

Capital Improvement Project	In progress	FY 2023	FY 23-27	Total Project Costs
Development Services				
Economic Opportunity Program	$ 268,788			$ 268,788
Unsafe Building Demolition Program	$ 200,000			$ 200,000
Code Compliance Community Engagement	$ 1,007,864			$ 1,007,864
Singer Island Dune Restoration		$ 250,000	$ 1,250,000	$ 1,250,000
Total Development Services	**$ 1,476,652**	**$ 250,000**	**$ 1,250,000**	**$ 2,726,652**
Fire				
Fire Bunker Gear	$ 77,268			$ 77,268
Fire Self Contained Breathing Apparatus	$ 185,898			$ 185,898
Fire Station 87 Construction	$ 6,973,701	$ 8,000,000	$ 12,000,000	$ 18,973,701
Fire Station 87 Construction		$ 1,000,000	$ 1,000,000	$ 1,000,000
Fire Station 88 Construction	$ 12,377,369			$ 12,377,369
Total Fire	**$ 19,614,236**	**$ 9,000,000**	**$ 13,000,000**	**$ 32,614,236**
Public Works				
Neighborhood Sector – District 1	$ 186,716			$ 186,716
Palm Beach Isles Bridge	$ 314,959	$ 200,000	$ 200,000	$ 514,959
Palm Beach Isles Bridge	$ 2,323,537			$ 2,323,537
City-Wide Sidewalks	$ 3,005			$ 3,005
34 Street (Avenue F to Broadway)	$ 31,363		$ 1,800,000	$ 1,831,363
Avenue E (34 Street to Silver beach Road to 35 Street)	$ 29,573		$ 1,800,000	$ 1,829,573
New City Hall Complex	$ 7,000,000	$ 4,000,000	$ 16,000,000	$ 23,000,000
Municipal Facilities Improvement	$ 237,362			$ 237,362
Pavement Condition Program	$ 5,000			$ 5,000
Traffic Calming	$ 154,863			$ 154,863
Municipal Facilities Improvement	$ 1,589,715			$ 1,589,715

Neighborhood Revitalization Program	$ 997,867			$ 997,867
City-Wide Traffic Calming Devices		$ 75,000	$ 375,000	$ 375,000
City-Wide Entry Signs		$ 150,000	$ 150,000	$ 150,000
City-Wide Sidewalks		$ 150,000	$ 750,000	$ 750,000
City-Wide Streets Milling & Resurfacing		$ 250,000	$ 1,250,000	$ 1,250,000
City-Wide Roads Geographic Information System (GIS)		$ 100,000	$ 100,000	$ 100,000
City-Wide Roadway Stripping and Marking		$ 75,000	$ 75,000	$ 75,000
Bus Stop Benches and Shelters		$ 50,000	$ 250,000	$ 250,000
Municipal Facilities Improvement		$ 200,000	$ 200,000	$ 200,000
Shore Drive Design		$ 75,000	$ 75,000	$ 75,000
Municipal Facilities Improvement		$ 1,300,000	$ 7,300,000	$ 7,300,000
Neighborhood Revitalization Program		$ 1,000,000	$ 5,000,000	$ 5,000,000
6 and 7 Streets (Avenue O and Australian Avenue		$ 75,000	$ 75,000	$ 75,000
Avenues P / Q / R (23 St to 26 St)		$ 75,000	$ 75,000	$ 75,000
24 Court And 25 Court		$ 100,000	$ 100,000	$ 100,000
22 Avenue to 25 Avenue (Avenue B to Intracoastal)		$ 75,000	$ 75,000	$ 75,000
Canterbury Drive Roadway Study		$ 50,000	$ 50,000	$ 50,000
North Ocean Boulevard Landscaping		$ 190,000	$ 190,000	$ 190,000
Total Public Works	**$ 12,873,960**	**$ 8,190,000**	**$ 35,890,000**	**$ 48,763,960**
Parks & Recreation Projects				
Lone Pine – Trail with Exercise Stations	$ 190,804	-	-	
Lone Pine – Tennis Court and Multi Field	$ 100,000	-	-	
Urban Farm and Restorative Garden	$ 64,062	-	-	
City Parks Wi-Fi Program	$ 170,275	-	-	
Monroe Heights Improvements	$ 42,752	-	-	
Goodmark Park Improvements	$ 19,552	-	-	
Parks and Recreation Master Plan		$ 500,000	$ 2,500,000	
Total Parks and Recreation	**$ 587,416**	**$ 500,000**	**$ 2,500,000**	**$ 3,087,416**

Police Technology Enhancements	**$ 94,873**	**$ 75,000**	**$ 375,000**	**$ 469,873**
TOTAL GOVERNMENTAL PROJECTS	**$ 34,805,875**	**$ 18,515,000**	**$ 55,565,000**	**$ 90,370,875**

Source: City of Riviera Beach Capital Improvements Plan (2023-2027)

Table 2: Funding Sources for Government Projects

Funding Source	Description
Grants	State of Florida, Division of Emergency Management Grant to be used for the planning and design of the new Riviera Beach Public Safety Complex to include the architectural and engineering planning and design services.
Gas Tax - Second Local Option Fuel Tax	Florida Statutes entitles the City to receive taxes on motor fuel sold within the County. The Second Local Option Fuel Tax is the second tax, which is one to five cents levied on every net gallon of motor fuel sold within a County. Diesel fuel is not subject to this tax. The proceeds may only be used for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted local government comprehensive plan.
Impact Fees	Impact fees are one-time capital charges imposed on developers by the City to help fund the capital cost of the additional public services, infrastructure, or transportation facilities necessitated by, and attributable to, new development.
Capital Improvement Funds	As per the 2004 Asset Purchase Agreement between the City and USD, USD is required to pay the City half of water and wastewater impact fees collected.
Capital Bond Funds	Funds received by the City from USD for the transfer of the water and wastewater operations in 2004. These funds are used for capital improvement projects.

Pay as you go	Pay as you go funding is derived from the additional property tax revenues received by the City from the FPL power plant improvements. Funds are transferred from the General Fund to a Capital Projects Fund and are used to finance capital improvement projects as opposed to incurring debt to pay for capital projects.
One Cent Sales Surtax	On November 8, 2016, Palm Beach County voters approved a ballot initiative to levy a one-cent infrastructure sales surtax to pay for public infrastructure improvements authorized under Florida Statutes, Section 212.055 (2), effective beginning January 1, 2017 and extending for a period of ten years. This surtax can be used for local government infrastructure.
Capital Bond Funds	In September 2021, the City issued Public Improvement Revenue Bonds, Series 2021 to finance the cost of acquiring, constructing, and equipping two new fire stations in the City.

Source: City of Riviera Beach Capital Improvements Plan (2023-2027)

Table 3: Five- Year Capital Improvement Financing Plan

Funding Source	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2023-2027	Total Project Costs
Capital bonds	$8,190,000	$4,000,000				$12,190,000	$33,148,204
Capital improvement	$350,000	$75,000	$75,000	$75,000	$75,000	$650,000	$804,722
Gas tax	$1,175,000	$525,000	$525,000	$525,000	$525,000	$3,275,000	$3,482,868
Grants and contributions	$1,000,000					$1,000,000	$3,064,068
Impact fees	$550,000	$500,000	$500,000	$500,000	$500,000	$2,550,000	$2,555,000
One cent sales surtax	$4,000,000	$4,000,000	$4,000,000	$4,000,000		$16,000,000	$23,000,000
Pay as you go	$3,250,000	$6,850,000	$3,300,000	$3,250,000	$3,250,000	$19,900,000	$24,366,014
Total	$ 18,515,000.00	$15,950,000	$8,400,000	$8,350,000	$4,350,000	$55,565,000	$90,370,875

Source: City of Riviera Beach Capital Improvements Plan (2023-2027)

Table 4: 5-Year Capital Improvements Plan – Fiscal Year 2023-2027 (Enterprise Projects)

Capital Improvement Project	In progress	FY 2023	FY 23-27	Total Project Costs
Utilities Special District Capital Projects				
Garden Road Improvement	$ 24,753			$ 24,753
Haverhill Road Improvement	$ 472,912			$ 472,912
Silver Beach Road Improvement	$ 152,325			$ 152,325
Aqueous Ammonia System	$ 136,323			$ 136,323
Intracoastal Water Main	$ 312,974			$ 312,974
Intracoastal Force Main	$ 597,502			$ 597,502
Lift Station No. 47 Rehabilitation	$ 3,163			$ 3,163
Lift Station Rehabilitation - Phase I	$ 1,764,523			$ 1,764,523
Lift Station Pump Replacement	$ 100,157			$ 100,157
Lime System Replacement	$ 720,780			$ 720,780
Lime Softening Units Rehabilitation	$ 1,931,217			$ 1,931,217
Media and Underdrain Filter Replacement	$ 1,273,607			$ 1,273,607
Underground On-call Contractor	$ 51,954			$ 51,954
SCADA Replacement	$ 25,102			$ 25,102
Sanitary Sewer System Relining	$ 21,900			$ 21,900
Water and Sewer Improvements	$ 1,765,757			$ 1,765,757
Watermain Palm Beach Shores	$ 1,379,823			$ 1,379,823
High Service Water Pump Replacement	$ 43,110			$ 43,110
Water Meters Replacement	$ 596,902			$ 596,902
Booster Station Pump Replacement	$ 272,167			$ 272,167
Unidirectional Flushing	$ 67,059			$ 67,059
Water Treatment Plant Disinfection	$ 527,596			$ 527,596
Facility Enhancements	$ 172,456			$ 172,456
Water Treatment Plant Generators	$ 20,000			$ 20,000

Raw Water Wells A & B	$ 38,473			$ 38,473
Lift Station No. 47 Emergency Generator	$ 21,730			$ 21,730
Lift Station No. 5 Emergency Generator	$ 20,000			$ 20,000
Lift Stations and Wells Generators		$ 250,000	$ 1,150,000	$ 1,150,000
Intracoastal Water Main		$ 3,500,000	$ 3,500,000	$ 3,500,000
Intracoastal Force Main		$ 4,000,000	$ 10,000,000	$ 10,000,000
Lift Station No.47 Rehabilitation		$ 4,385,000	$ 4,385,000	$ 4,385,000
Lift Stations Rehabilitation		$ 800,000	$ 2,500,000	$ 2,500,000
Lift Station Pump Replacement		$ 150,000	$ 660,000	$ 660,000
Underground On-Call Contractor		$ 650,000	$ 2,800,000	$ 2,800,000
Raw Water Wells Major Maintenance		$ 300,000	$ 1,500,000	$ 1,500,000
Fire Hydrant/Valve Replacement		$ 90,000	$ 330,000	$ 330,000
Wastewater System Renewal and Replacement		$ 1,250,000	$ 6,250,000	$ 6,250,000
Aerial Crossing Rehabilitation		$ 500,000	$ 2,000,000	$ 2,000,000
Water Main Renewal and Replacement		$ 1,250,000	$ 6,250,000	$ 6,250,000
Water Meters Replacement		$ 200,000	$ 400,000	$ 400,000
New Water Treatment Facility		$ 140,000,000	$ 140,000,000	$ 140,000,000
Canal Crossings C-17 and M		$ 2,100,000	$ 2,100,000	$ 2,100,000
Raw Water Well Improvements		$ 1,000,000	$ 2,000,000	$ 2,000,000
Lift Station No. 48 Culvert		$ 100,000	$ 100,000	$ 100,000
Lift Station Communication Upgrade		$ 1,000,000	$ 3,000,000	$ 3,000,000
City-Wide Road Infrastructure		$ 2,000,000	$ 10,000,000	$ 10,000,000
Total Utilities Special District Capital Projects	**$ 12,514,265**	**$ 163,525,000**	**$ 198,925,000**	**$ 211,439,265**
Marina Capital Projects				
Marina Phase 2 Dock G	$ 100,000			$ 100,000
Marina Phase 2 Dock F	$ 1,713,945			$ 1,713,945
Marina Mooring Fields	$ 320,325			$ 320,325
Marina Phase 3 Expansion	$ 9,334,116	$ 3,000,000	$ 12,000,000	$ 21,334,116

Marina Capital Projects Total	**$ 11,468,386**	**$ 3,000,000**	**$ 12,000,000**	**$ 23,468,386**
TOTAL ENTERPRISE PROJECTS	**$ 23,982,651**	**$ 166,525,000**	**$ 210,925,000**	**$ 934,907,651**

Source: City of Riviera Beach Capital Improvements Plan (2023-2027)

Table 5: Funding Sources for Enterprise Projects

Funding Source	Description
Marina Renewal and Replacement	On an annual basis, the Marina operating fund transfers 5% of its gross revenues for the preceding fiscal year to the Renewal and Replacement fund to pay for the costs of the repair, renewal or replacement of capital assets of the Marina. The amount transferred from the Operating fund to the Renewal and Replacement fund may change from time to time.
Florida Inland Navigation District (FIND) Grant	FIND Waterway Assistance Program is a grant for local governments established by the Florida Legislature and the District for the purpose of financially cooperating with local governments to alleviate problems associated with the Atlantic Intracoastal Waterway associated waterways within the District. The program is authorized by Section 374.976 Florida Statutes, and is administered under the provisions of Chapter 66B-2, Florida Administrative Code.
USD Revenue Bond Proceeds	USD anticipates issuing new debt during FY 2024 to finance the new water treatment plant facility.
USD Renewal and Replacement	On an annual basis, USD's operating fund transfers 5% of its gross revenues for the preceding fiscal year to the Renewal and Replacement fund to pay for the costs of the repair, renewal or replacement of capital assets of the water and wastewater system. The amount transferred from the Operating fund to the Renewal and Replacement fund may change from time to time.
USD Revenue Bond Proceeds	In 2016, USD issued Water and Sewer Revenue Bonds, Series 2016 to finance the costs of acquiring, constructing, and equipping improvements and upgrades to the combined water supply, treatment and distribution system and wastewater collection system.

Source: City of Riviera Beach Capital Improvements Plan (2023-2027)

Table 6: Annual Operating Impacts

Estimated Annual Operating Impact	
Capital Project/Program	**Impact (Year 1)**
City facilities	$205,000
General government	$425,000
Marina	$500,000
Parks and recreation	$155,000
Public safety	$315,000
Streets and sidewalks	$20,000
Water and sewer	$760,000
Total	**$2,380,000**

Source: City of Riviera Beach Capital Improvements Plan (2023-2027)

CITY OF RIVIERA BEACH

COMPREHENSIVE PLAN

COMMUNITY RESOURCES

DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

May 2023

Public Schools Facilities

The purpose of reviewing Public School Facilities is to ensure the adequate provision of accessible public school facilities and resources consistent with the adopted level of service (LOS) standard. An adopted interlocal agreement (ILA) was signed on April 2, 2025. This agreement between the City and the School Board of Palm Beach County coordinates the distribution of public school facilities throughout the city and county and harmonizes geographic, economic, population and other factors influencing the needs and development of local communities whom take part in the ILA. With the steady increase of the population and a greater emphasis on early education, there is a higher demand for a larger-scale, more wholistic education system to prepare the youth for better job opportunities.

The incorporation of "The School District of Palm Beach County Five Year Capital Improvement Schedule" into the Capital Improvements Plan formalizes budget designations and timelines for development projects and improvements for schools at all levels throughout the City. In order to ensure that the existing deficiencies and future needs are addressed consistently with the adopted level of service standard, the City, in coordination with the School District and other local governments, shall annually amend the "School District of Palm Beach County Six Year Capital Improvement Schedule" to maintain consistency with the School Board's adopted Five Year Plan and to maintain a financially feasible capital improvements program.

To ensure school capacities are sufficient to support student growth at the adopted Level of Service standard throughout the planning periods, the actual LOS (utilization) for all schools shall be established each year by the first FTE student count. The LOS is determined based on the maximum capacity of students a school facility can accommodate.

Population and Housing Characteristics

Population Growth

The population of Riviera Beach in 2021 is estimated at 38,613, according to the BEBR Florida estimates of Population, steadily increasing about 13% since 2010. By 2040, the population is projected to grow to 43,534. Over the 11-year period, the younger population has declined by approximately five (5) percent whilst the elderly population has simultaneously grown by five (5) percent. The current public school facilities available to residents can adequately accommodate the future projected population.

The total acreage of Riviera Beach is approximately 9.9 square miles with an estimated vacancy of 174.1 acres, representing 2.8% of the land area to accommodate the future population.

Table 1
Age Ranges

Range	2021		2015		2010	
	Population	Percentage	Population	Percentage	Population	Percentage
Under 5 years	2,651	7.1%	2,475	7.4%	2,696	8.3%
5 to 9 years	2,607	7.0%	2,074	6.2%	2,177	6.7%
10 to 19 years	4,502	12.1%	4,248	12.7%	5,230	16.1%
20 to 29 years	4,918	13.2%	4,983	14.9%	3,963	12.2%
30 to 39 years	5,026	13.5%	3,746	11.2%	3,963	12.2%
40 to 49 years	3,893	10.4%	4,515	13.5%	3,898	12.0%
50 to 59 years	4,342	11.6%	4,783	14.3%	4,126	12.7%
60 to 69 years	4,775	12.8%	3,144	9.4%	3,281	10.1%
70 to 79 years	2,703	7.2%	2,040	6.1%	2,079	6.4%
80 years and over	1,884	5.1%	1,438	4.3%	1,040	3.2%
Total	37,301	100.0%	33,445	100.0%	32,487	99.9%

Source: 2021 US Census: American Community Survey – Age and Sex

The City of Riviera Beach consists of five (5) public elementary schools, one (1) public middle school and two (2) public high schools with a total enrollment of approximately 4,800 students combined. There are five (5) private, charter or specialty elementary, middle or high schools in the City enrolling 1,000 students.

Charter School Enrollment

Following an enrollment decline of 779 students for the 2017-18 school year, Palm Beach School District (District) charter school enrollment has now increased for five consecutive school years in the District. K-12 charter school enrollment increased by 258 students for 2023 school year and is predicted to grow by 2,101 students by SY 2027-28. K-5 charter school enrollment is estimated to grow by 572 students, charter middle school enrollment by 655 students, and charter high school enrollment by 874 students. Total K-12 charter enrollment for The District's

FY 2028 is estimated at 24,621 students or about 12.4% of total projected K-12 enrollment (PB School District Five-Year Enrollment Projections FY 2024-2028).

Table 2
School Type & Enrollment Data

School Type	Public	Private	Enrollment Total	School Capacity	Enrollment Percent of School Capacity
Elementary					
	Lincoln Elementary School		367	974	38%
	Washington Elementary School		202		
	West Riviera Elementary School		552		
	Dr. Mary Mcleod Bethune Elementary School		577		
		RJ Hendley Christian Community School	87		
		West Palm SDA Bilingual School*	73		
Middle					
	John F. Kennedy Middle School		767	*705	
High					
	Suncoast Community High School		1,589	1594*	
(Charter School)	Inlet Grove Community High School		797		
(Alternative)	Riviera Beach Preparatory and Achievement Academy		132	*255	
Special Education					
(Charter School)	Seagull Academy (SAIL)		35		
Adult and Community Education	North Technical Education Center		5,105*		

Sources: (1) US Department of Education: National Center for Education Statistics; CCD Public School Data 2021-2022 School Year
(2) The School District of Palm Beach County: Planning And Intergovernmental Relations - SCAD (2020)

Table 3

School Enrollment

School Type	2021	2015	2010
Nursery school, preschool	881	678	659
Kindergarten	625	392	522
Elementary: grade 1 to grade 4	1,839	1,677	1,806
Elementary/Middle: grade 5 to grade 8	1,717	1,499	1,964
High school: grade 9 to grade 12	2,122	1,929	2,283
College, undergraduate	1,398	2,206	1,647
Graduate, professional school	340	358	175
	8,922	8,739	90,56

Source: 2021 US Census: American Community Survey – School Enrollment

Level of Service Standard (LOS)

The level of service standard (LOS) is the school's utilization, which is defined as the enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The City's LOS is 110 percent of capacity (utilization) and schools subjected to the School Capacity Study (SCS) can go up to 120 percent of FISH capacity. The School Capacity Study determines whether the growth rate in each school concurrency area (CSA) that has a ripple effect for schools to surpass 110 percent of capacity is temporary or consistent enough to impact the LOS within the planning period. The study takes many factors into consideration including population and real estate trends, teacher to student ratios, core facility capacities and demographics. In Riviera Beach, only Suncoast High School is permitted to operate over 100 percent and up to 120 percent capacity.

Problems and Opportunities faced by School Facilities

The main issue faced by the City surrounds lower-than-capacity enrollment rates due to a large percentile of students residing in Riviera Beach being enrolled in schools outside of the City's borders. According to table 2, the overall school enrollment has decreased by about 1.5%. Although the percentage is small, the ratio of residential students attending schools in Riviera Beach compared to the total youth population of 8,930 (18 and under) highlights the disparity. Out of the estimated 2000+ high school students that reside in the City, less than 250 attend school within its boundaries. There are more school choice options than ever before, which includes more than 300 Choice and Career Program offerings in traditional District-operated schools. In addition, there are a number of State of Florida mandated programs/scholarships to include Controlled Open Enrollment, Family Empowerment Scholarship (now combined with

McKay Scholarship), Opportunity Scholarship, and Hope Scholarship. Students also have virtual options to choose from, to include the District-run Virtual Instructional Program and Palm Beach Virtual Franchise, and the State-Operated Florida Virtual School (FLVS) (PB School District Five-Year Enrollment Projections FY 2024-2028).

School Improvements

According to the Palm Beach County School District Capital Improvements Five-Year Schedule, Riviera Beach Preparatory and Achievement Academy is projected to be remodeled, costing approximately $986,553 in addition to modernizations approximating $39,013,447. West Riviera Elementary is slated for a modernization project with a budget of $33,992,818 within the year 2023. Washington Elementary School also has a modernization project in addition to renovations underway budgeted at approximately $721,225 combined. With the redevelopment of school facilities and increased resource access, residents will be more inclined to utilize provisions/services and allow their children to attend schools within the City boundaries instead of outsourcing education.

Housing Characteristics

The predominant housing type in the City is single family, representing 53% of the total housing stock in 2021, followed by multifamily housing accounting for 39%. These trends have been relatively consistent since 2010, however multifamily housing is declining with an overall reduction of three (3) percent over the 11-year period. Single family housing accounts for approximately 1,087.94 acres of land and the three (3) percent increase in stock suggests a slow deviance from multifamily housing, creating lower densities.

Table 4

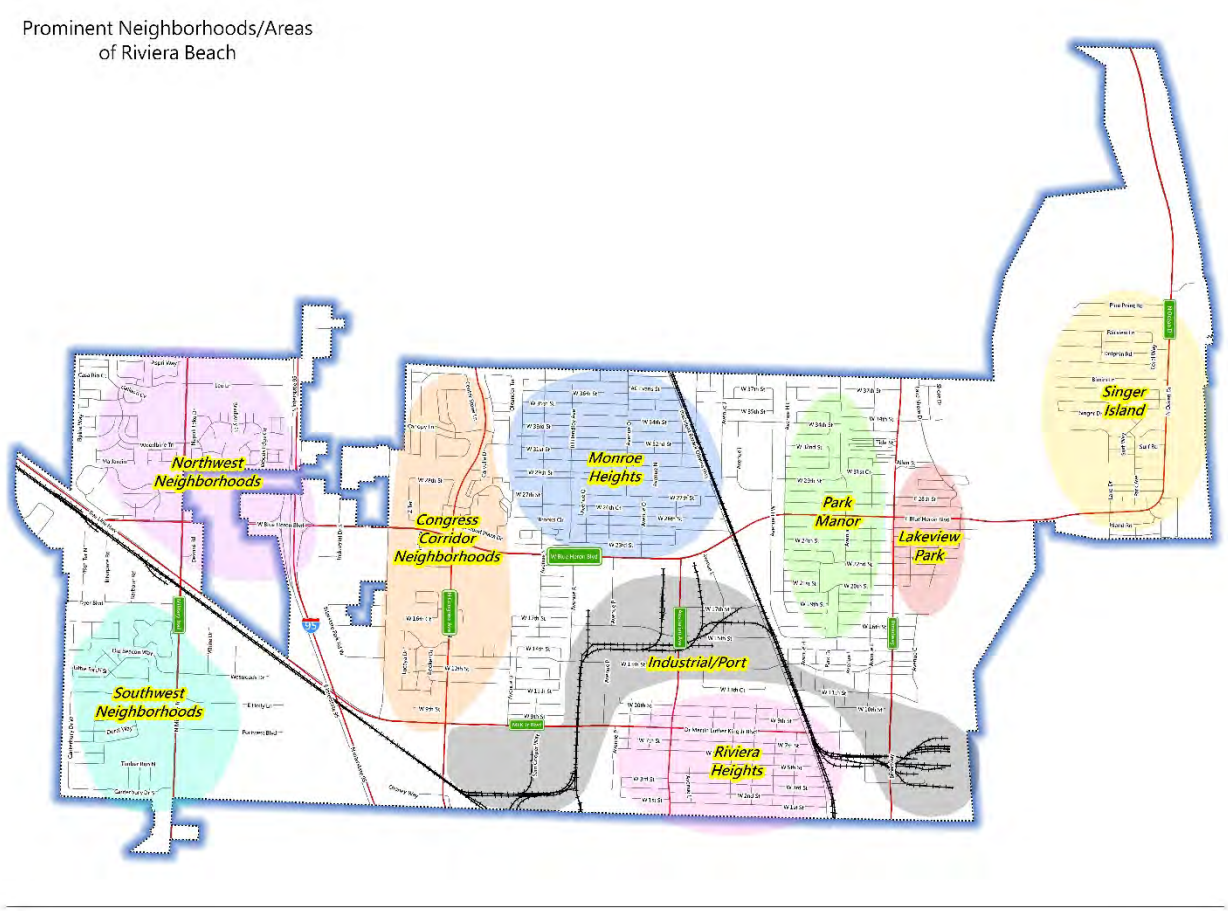
Dwelling Units by Structure Type

	2021		2015		2010	
Structure Type	**Total**	**Percent**	**Total**	**Percent**	**Total**	**Percent**
Single Family (attached + detached)	9,428	53.3%	8,459	50.3%	8,744	51.2%
Duplex	842	4.8%	841	5.0%	567	3.3%
Multifamily	6,882	38.9%	7,018	41.7%	7,244	42.4%
Mobile home	465	2.6%	480	2.9%	469	2.7%
Boat, RV, van, etc.	59	0.3%	26	0.2%	50	0.3%
Total	17,676	100%	16,824	100%	17,074	100%

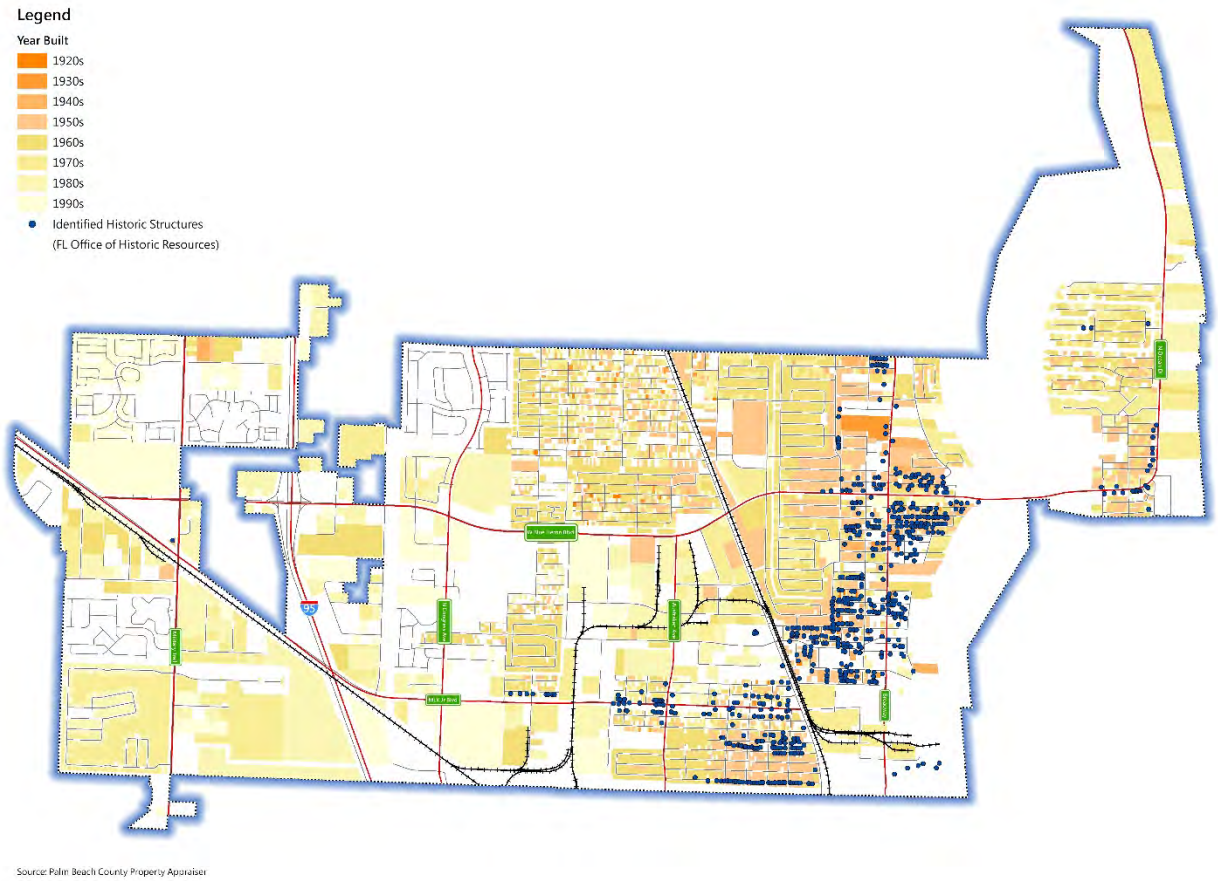
Source: 2021 US Census: American Community Survey – Physical Housing Characteristics for Occupied Housing Units

Historic Resources

The following is a map series showing historic data related to properties and parcels within the City.



Prominent/Historic Neighborhoods within the City.



Year built by decade for structures on parcels within the City, with structures identified as historic (by age) by the Florida Office of Historic Resources.



Structures identified as eligible for the National Register of Historic Places.

City of Riviera Beach

Comprehensive Plan

Economic Development Element
DATA, INVENTORY & ANALYSIS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

May 2025

DATA INVENTORY AND ANALYSIS: Economic Development Element

Introduction and Headline Findings

The Data Inventory Analysis (DIA) has been completed in the effort to provide a comprehensive understanding of current and prospective market conditions that affect various elements of the Comprehensive Plan. The DIA, which is also referred to as an existing conditions analysis, commences with an examination of demographic, economic and market trends and forecasts at the regional (Palm Beach County) and local (City of Riviera Beach) level, as well as select comparative analysis with several municipalities surrounding the City. These baseline findings provide the guiding principles to the policies directives for both the *Land Use Element and Economic Element* of the Comprehensive Plan update. Specific to the *Land Use Element*, the analysis focuses on those variables that "drive" demand for key land uses including residential, retail, office, industrial and hotel. For the *Economic Element*, the findings herein provide the guideposts for policies directed at retaining and expanding industries and businesses within the City and, particularly, as it pertains to the inclusion of City residents in future opportunities.

The DIA herein is categorized into two categories: 1.) Economic and Demographic Overview – which provides detailed insight core economic and demographic characteristics within the City and County. This utilizes a myriad of data sources including but not limited to US Census, American Community Survey (ACS), University of Florida Bureau of Economic and Business Resources (BEBR), Shimberg Center, Palm Beach County Planning Division, and ESRI; and, 2.) Multifamily and Commercial Market Overview – which provides an overview of market conditions for the multifamily rental market, retail, office, industrial and hotel. The data utilizes third-party resources including Palm Beach County Property Appraiser (PBCPA) and Costar/Oxford Economics, as well as information gathered as part of limited field research and discussion with the development and property management community.

The methodology, background data and analysis supporting the existing conditions study herein is detailed within the two sections noted above and encapsulates demand through the Comprehensive Plan's 2040 timeline. Below, and provided separately, are headline findings for both the Land Use and Economic Elements as follows:

Land Use

- ✓ *Housing Demand*: Population has been forecast among varying scenarios including *moderate*, *midlevel* and *upper*. Considering this, the City's population growth through 2040 ranges from 3,055 (moderate) to 6,465 (upper) and based upon the *upper* level generates **demand for 2,695 housing units through 2040**. This represents all housing types including single family, townhome, condominium and multifamily rental. While the vast majority of new housing will be market-rate, this demand needs to accommodate affordable and workforce housing – discussed in more detail within the Housing Element.

- ✓ *Office:* There has effectively been no new office built within the City during the past 20 years. Office-based employment sectors such as Professional/Business Services, Finance and Information are anticipated to achieve robust growth at the County-level and from which the City should potentially capture a fair share of this demand. The City is forecast to demand upward 160,000 square feet of multi-tenant office space through 2040; however, this can be expanded with City-driven incentives to potentially attract larger regional/national single-tenant users.

- ✓ *Retail*: From a broad perspective, the City is currently considerably underserved among nearly all retail goods and services sectors and is substantiated by the fact that the City has roughly 23 square feet of retail space per resident compared to 49 square feet for the County. Accordingly, the City is notably deficient in larger-format and higher-quality grocery stores that often serve as necessary anchors to retail centers and mixed-use development which not only serves the Riviera Beach community but helps to bring in needed consumer expenditure from residents, workers and visitors from outside of Riviera Beach. As it relates to the 2040 Comprehensive Plan, retail demand is estimated to be between 250,000 and 350,000 square feet. Importantly, though, this does not necessarily indicate that this level of demand will be accommodated in new supply since at least some of this demand will be absorbed in the repositioning of existing retail supply that is well beyond its useful life.

- ✓ *Industrial*: The City's Industrial market is its strongest commercial sector, buoyed by the Port of Palm Beach. The City alone currently comprises 18 percent of the County's total inventory. There is demand for more than 1 million square feet of industrial space within the City through 2040; however, this likely exceeds an ability to accommodate this amount of supply given the limited availability of land. Nonetheless, there is a strong opportunity to not only build new industrial space as available land provides, but further strengthen the existing industrial market and reposition existing under-performing facilities.

- ✓ *Hotel*: The City currently has 510 hotel rooms, including 336 total rooms at the Marriott Singer Island and Ocean Palm Vacation Club (built in 2007) and Amrit Ocean Resort (a recently completed 150-unit condominium hotel). A 150-room Margaritaville Resort is currently planned within the Marina Village master plan. For the foreseeable future, new hotel supply within the City will continue to occur along the coastal areas with a maximum amount of additional demand for 500+ hotel rooms through 2040.

Economic

- ✓ The City had several employment sectors add jobs between 2010 and 2020 including Health Care/Social Assistance, Wholesale Trade and Construction. The Healthcare sector is forecast to have strong growth Countywide, and the City should continue to position itself to capture (at least) its fair share of demand. Moreover, the presence of the Port of Palm Beach is a major

advantage the City has to further improve and expand its industrial (i.e.. Wholesale Trade and Manufacturing) uses, which is already a dominant sector within the region.

- ✓ The largest job losses in the City were in Public Administration, and Professional, Scientific, and Technical Services. It is important for the City to direct its initiatives toward reestablishing and further growing the higher wage Professional, Scientific and Technical Services sector.

- ✓ There are roughly 3,000 registered businesses in the City, and more than 50 percent of these businesses are individually owned. This is indicative of a strong entrepreneurial environment, and it will play an integral role in City's future economic growth. It is incumbent for the City to further support this trend.

- ✓ For the City, 6 percent of its workers actually live in the City; comparatively, this worker-resident ration largely ranges between 8 and 12 percent among many surrounding communities including West Palm Beach, Palm Beach Gardens and North Palm Beach. The ability for the City to expand housing options for current and future workers will not only be beneficial to the housing market but will also enhance consumer expenditure supporting local businesses and services.

1.) ECONOMIC AND DEMOGRAHIC OVERVEW

The economic and demographic overview completed for the Comprehensive Plan Update focuses on the key trends and conditions that have occurred within the City of Riviera Beach, and the surrounding Palm Beach County region as applicable. The core objective is to understand the economic and market variables that support future land use planning, as well as provide insight into market-based dynamics that may help to drive on-going economic development efforts.

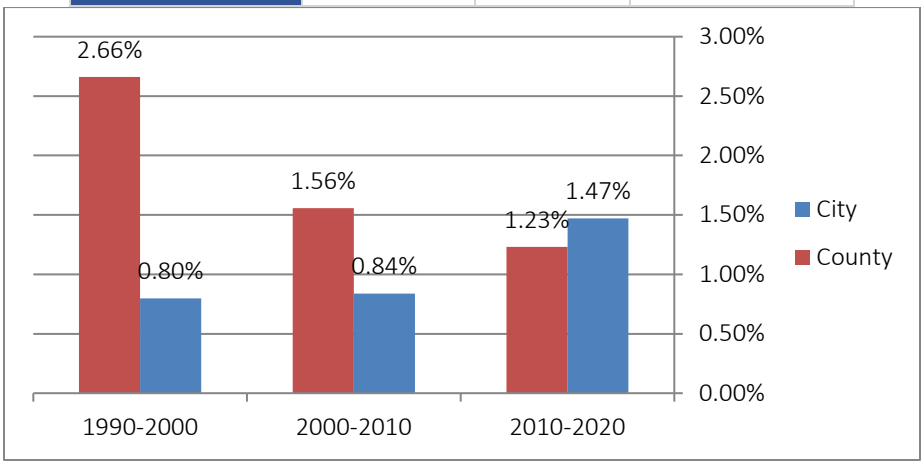
Population Overview

The study of population and household trends relies considerably on the US' Decennial Census of Population and Housing, and for purposes of this analysis trends occurring between 2010 and 2020. However, in the effort to assess population and housing trends within defined geographic areas (neighborhoods) throughout the City, the data is evaluated at the Census Block Group level and released on an annual basis. Commonly, municipal boundaries throughout the US are delineated by complete Census Block Group boundaries. However, in certain instances, the municipal boundaries can actually bifurcate the Census Block Groups, which in turn creates challenges to effectively evaluating demographics at smaller geographic scales; and, this is the case with the City of Riviera Beach.

According to Census data, the City's population growth outpaced the County from 2010 to 2020 which appears to be combination of new housing and expanding household size.

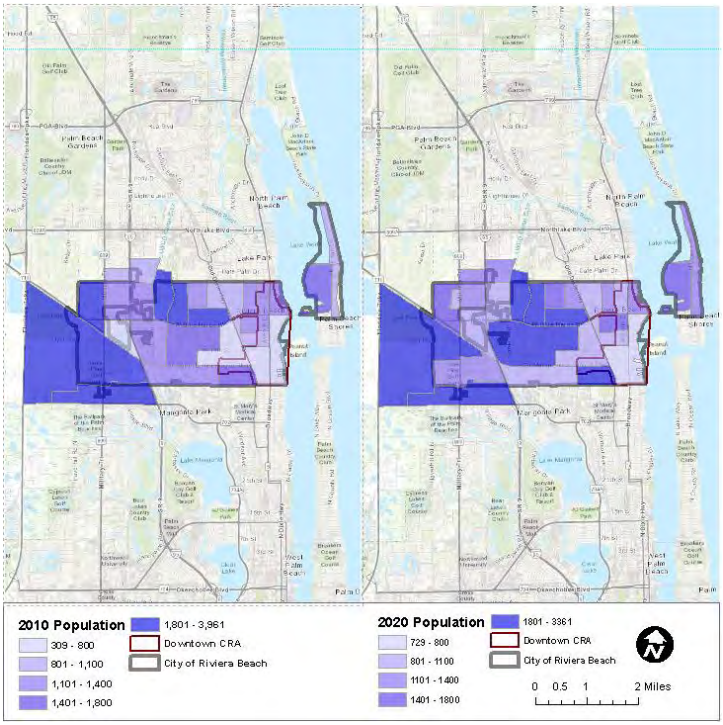
City of Riviera Beach and Palm Beach County – Population and Average Annual Population Growth Trends by Decade Source: US Census

	2010	2020	*% Annual Growth*
Palm Beach County	1,320,134	1,492,191	*1.23%*
Riviera Beach	32,488	37,604	*1.47%*



As illustrated below, the central and western sectors of City had higher concentrations of population growth since 2010 in terms of number of persons.

City of Riviera Beach – Population Growth Trends within Census Block Groups (2010 and 2020)
Source: US Census



Population Projections and Future Housing Demand

The estimate of population growth is critical to future land use, housing and community development planning. While there are a number of resources providing projections of future growth by municipality within Florida, including Florida Department of Economic Development Resources (EDR), University of Florida Bureau of Economic and Business Research (BEBR), and University of Florida Shimberg Center/Florida Housing Data Clearinghouse, reliance upon more localized analytics at the County level is often times considered to be more effective than those prepared at the State-level. The reason being that the County (through their planning departments and/or other agencies) integrate more refined analytics which may consider both current and prospective permit activity, transit planning and/or other infrastructure investment. For this, the forecast of population growth is based upon data provided by the Palm Beach County Planning Division (PBCPD) through 2050. As shown in the following table, the City is projected to add nearly 5,200 total residents between 2025 and 2050, or, a 0.49 percent average annual increase (noting, that this growth rate actually parallels UF BEBR projections). During this period, the County is projected to have 0.57 percent average annual growth. In the shorter term, the City is forecast to increase by 2,800 people by 2030, equating to an average annual growth rate of 0.87 percent. Comparatively, the County's population is projected to grow 0.98 percent average annually during the same timeframe.

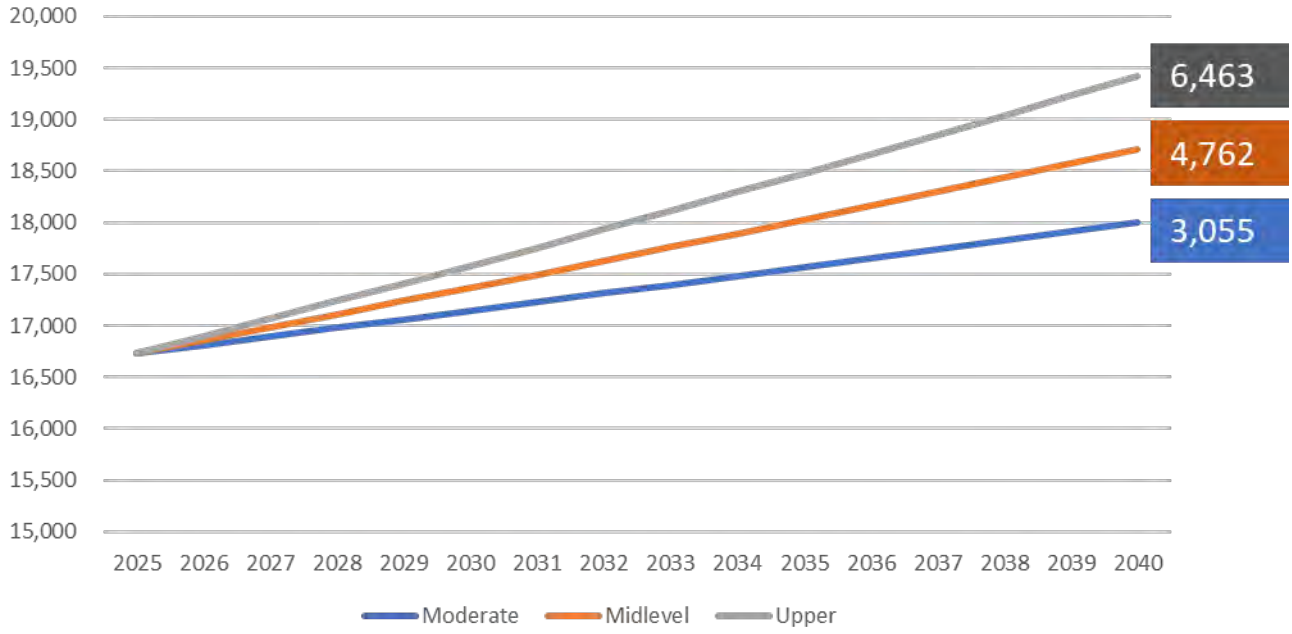
City of Riviera Beach and Palm Beach County – Population Growth Trends and Projections
Source: Palm Beach County Planning Division

	Population				Projections
	1990	2000	2010	2025	2050
City	27,600	29,884	32,488	40,152	45,352
County	869,964	1,131,184	1,320,134	1,568,300	1,809,200
	Population (Avg. Annual)				Projections (Avg. Annual)
	1990	2000	2010	2025	2050
City	-	228	260	511	208
County	-	26,122	18,895	16,544	9,636
	Population (% Growth)				Projections (% Annual Growth)
	1990	2000	2010	2025	2050
City	-	0.80%	0.84%	1.42%	0.49%
County	-	2.66%	1.56%	1.16%	0.57%

While the County's forecast provides significant reliability for purposes of this analysis, it is important to consider alternative scenarios based upon even more current information than what was available at the time of the analysis. Especially, in this post-pandemic period when local, regional and national economic and market conditions have changed significantly and charted a robust path than what was likely ever predicted. Consider the fact that the City of Riviera Beach currently has more than 1,000 multifamily units in the pipeline within the CRA alone, including a mix of market rate rental, affordable rental, and luxury

condominium. At an average 2.4 persons per household (which is less than the City's current 2.78 persons per household[1] given the fact that the vast majority of new development will be multifamily units with a measurable portion smaller units), this represents more than 2,400 persons which is effectively half of the projected growth through 2050 per the PBCPD data. Though it is likely that not all of this proposed development will be built, it validates alternative forecasting for the Comprehensive Plan's housing needs through 2040. Therefore, for this analysis, two projection scenarios are considered: *Moderate* which is based upon the long-term growth rates from PBCPD set forth above at 0.49 percent; *midlevel* – which is a hybrid of the County's short-term and long-term growth rates noted above; and, *Upper* – which enhances the growth rate based upon existing conditions and historical growth trends which in this case, pushed the envelope to 1.0 percent average annual growth rate. The analysis highlights a projection period between 2025 and 2040.

City of Riviera Beach - Population Forecast (Varying Scenarios) – 2025 to 2040



As illustrated above, population projections through 2040 range from 3,055 to 6,463 new residents. Naturally, there will be cycles in annual population growth patterns, and County projections indicate stronger growth during the next 5 to 10+ years with some tapering off thereafter. Nonetheless, the key metric for long-term planning associated with the comprehensive plan is the aggregated annual forecast.

From these estimates, household growth is determined based upon an estimated household size. Currently, the City is reporting an average household size of 2.78 persons. However, and as noted above, the vast majority of future development in Riviera Beach will likely be higher density multi-family

1

development which traditionally has a relatively higher concentration of one- and two-bedroom units; and, correspondingly, smaller household sizes compared to a higher proportion of larger single-family residences. Though difficult to ascertain, a cursory assessment of higher density multifamily development within Palm Beach County indicates average household size in the range of 2.3 persons; though, low- to mid-density housing (i.e.. townhome) is larger and above 2.5 persons. For purposes of this analysis, the average household size for new housing development City-wide is 2.5 persons per household.

Based upon this population and household forecasting methodology, the range of housing demand for the City is: at a *moderate* level (0.49 percent), there is estimated demand for approximately 1,275 new housing units through 2040; or, 85 units on average per year during the long-term planning horizon; at *midlevel* projections (0.75 percent) is used, there is estimated demand for 1,985 new housing units through 2040, or nearly 135 units average annually; and, at the *upper* level the demand is 2,695 housing units, or 180 units average annually. Of note, the estimates above include a modest increase in housing supply accounting for non-primary housing (i.e.. investor/second home units). Furthermore, this would be in addition to development that is currently in permitting and/or under-construction.

Lastly, it is important to note that factored into the potential absorption of new housing demand does not just focus on market-rate housing but needs to provide for some level of affordable and workforce housing as the price point for new market rate housing is not attainable to a measurable number of the regional population based upon land/development costs and household income levels. This is discussed further in following sections.

Demographic Overview

This section provides an overview of the key demographic characteristics for the City of Riviera Beach and provides comparison to the County overall. The table below gives a snapshot of key demographic characteristics for both the City and County, with a more comprehensive assessment of population characteristics to follow. As noted, the City's current population of approximately 37,500 persons is 2.5 percent of the County's total 1.48 million persons. The relevance of this ratio provides support for future land use planning, and particularly, as it relates to future demand for housing and commercial (i.e., office, retail, industrial and hospitality) uses.

City of Riviera Beach and Palm Beach County – Demographic Snapshot
Source: US Census; ACS 2021

	City of Riviera Beach	Palm Beach County
Total Population ACS 2021	37,301	1,481,233
2020 Census Population	37,604	1,492,191
2010 ACS Population	32,487	1,299,356
2010 Census Population	32,488	1,320,134
Households ACS 2021	13,377	581,119

Avg. HH Size ACS 2021	2.78	2.54
Median Household Income ACS 2021	$51,118	$68,874
Per Capita Income ACS 2021	$29,818	$43,733
% Above $50K ACS 2021	50.8%	63.2%
Owner Occupied Households % ACS 2021	53.1%	69.4%
Renter Occupied Households % ACS 2021	46.9%	30.6%

In terms of population by age cohort, the City had a notable decrease in children (< 19 yrs. old) and a loss in mature family (34-55 age category) and the latter of which may indicate a diminishing level of consumer expenditure potential since this age category often represents the strongest consumer of goods and services.

City of Riviera Beach – Age by Cohort Trends

Source: US Census; ACS 2021

City of Riviera Beach	2010	2021
Median Age ACS 2021	35.3	37.4
Under 19	31.1%	26.2%
20-34	18.4%	20.3%
35-54	24.7%	21.3%
55 – 65	10.9%	14.8%
65+	14.8%	17.4%

With regard to age, the median age is notably younger in the City compared to the County and there are considerably more persons under 35 in the City. This indicates a strong presence of younger households (single, couple, and/or family) which portends well for future housing growth; especially, if there is an opportunity for the City to capitalize on households planning to shift to newer and/or larger homes within the City as families and income grow. Furthermore, this is a positive trend from an economic development perspective and, specifically, access to a pool of younger workers for City-based businesses.

City of Riviera Beach and Palm Beach County – Age Profile (2021)

Source: ACS 2021

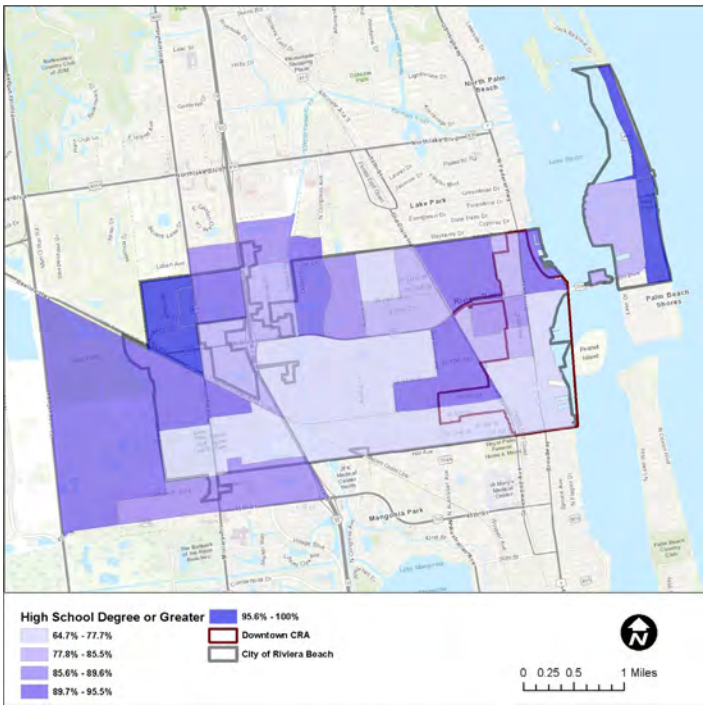
	City of Riviera Beach	Palm Beach County
Median Age ACS 2021	37.4	45
Under 19	26.2%	21.4%
20-34	20.3%	17.1%
35-54	21.3%	24.4%
55 – 65	14.8%	13.5%
65+	17.4%	23.8%

Education Attainment and Ethnicity

Overall, the City had 86 percent of its population with a high school degree or higher while the County had 89 percent. As shown below, all geographic subareas (Block Groups) had a 65 percent High School or greater attainment rate, though there is a relatively large concentration of areas with below 77 percent with a high degree. This presents an opportunity for the City to focus its resources on improving these conditions within select neighborhoods.

City of Riviera Beach – Education Attainment by Census Block Group (2021)

Source: ACS 2021



Relative to higher education, 26 percent of the City's population has a Bachelor's degree or higher, which is notably lower than the County at 38 percent. Again, the opportunity to improve resident access to higher wage jobs through focused programming can have positive implications for economic development and business growth.

The City has a higher percentage of African Americans and less Hispanic persons than the County. For the City, this has remained largely unchanged since 2010. However, as the City continues to grow and with it broaden its economic base, encouraging diversification within communities creates synergies, vibrancy and uniqueness that can strengthen communities and leads to meaningful economic expansion.

City of Riviera Beach and Palm Beach County – Ethnic Composition (2021)

Source: ACS 2021

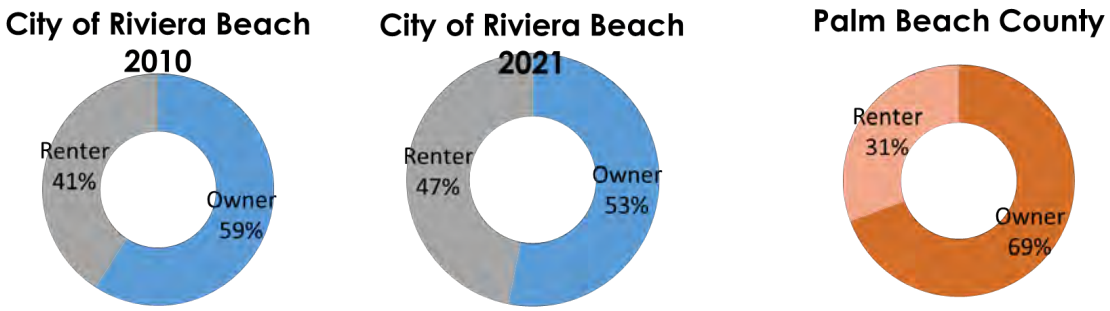
	City of Riviera Beach	Palm Beach County
Hispanic or Latino (of any race)	7.4%	23.1%
Not Hispanic or Latino	92.6%	76.9%
White alone	21.4%	52.5%
Black or African American alone	65.3%	18.2%
American Indian and Alaska Native alone	0.1%	0.1%
Asian alone	2.5%	2.8%
Native Hawaiian and Other Pacific Islander alone	0.0%	0.0%
Some other race alone	0.2%	0.5%
Two or more races	3.2%	2.8%

Housing Tenure

The table below clearly illustrates the difference in homeownership rates between the City (53 percent) and the County (69 percent). Moreover, the City has seen a precipitous decline in homeownership between 2010 and 2021. Even for the single-family homes, where homeownership rates are traditionally much higher than rental, the City's single family housing inventory has 39 percent of non-homestead owners, which is indicative of a large presence of investor/speculative owners. As a matter of fact, until 2021, the City has had very limited rental inventory delivered to the market, which only further points to the growth in speculative/investor presence. Considering this, the City can play an instrumental role in reversing this trend through housing and land use policy that fortifies homeownership for residents.

City of Riviera Beach and Palm Beach County – Housing Tenure

Source: US Census; ACS 2021

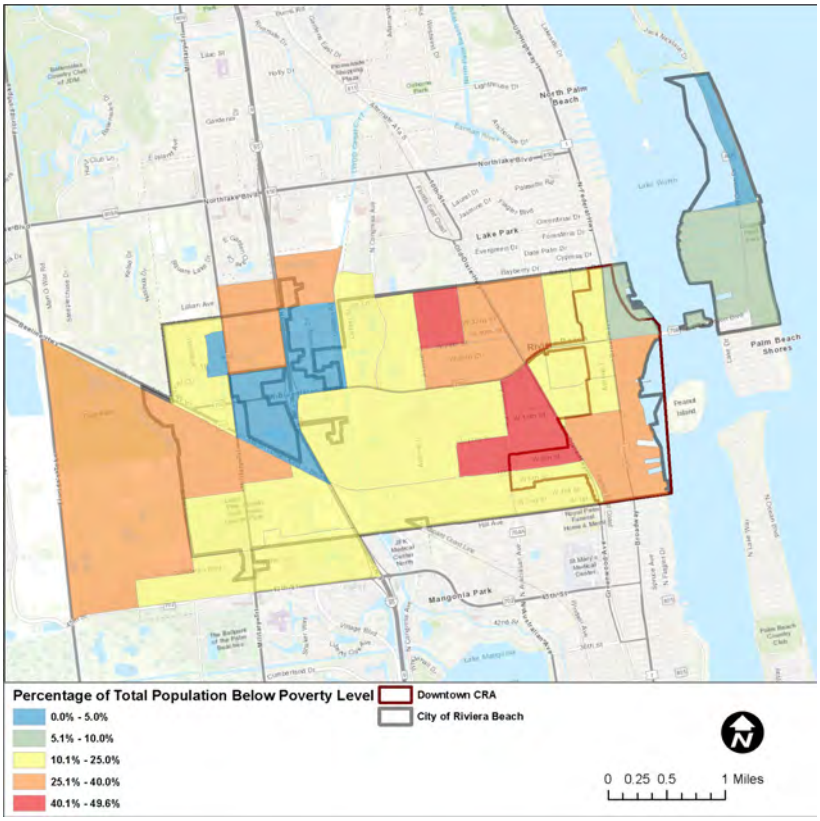


Income and Poverty

In accordance with ACS 2021 data, the City has 7,143 persons below the poverty level, or 19 percent of the total population under the threshold of $16,090 (in 2021). In comparison, the County had 11.5 percent of the population below poverty. As demonstrated below, large swaths of geography Citywide have concentrations of households below the poverty level.

City of Riviera Beach - % Population below Poverty Line by Census Block Group (2021)

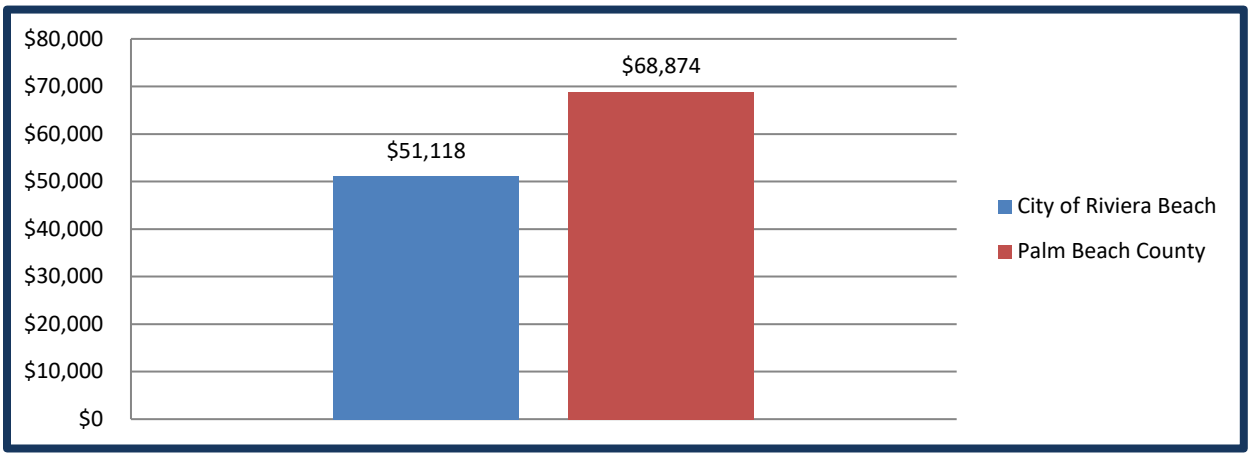
Source: US Census



The City of Riviera Beach's median household income has been, and remains, relatively modest compared to the surrounding region. Based upon the 2021 Census, the City's median household income is $51,118, which is 25 percent lower than the County ($68,874).

City of Riviera Beach and Palm Beach County – Household Income (2021)

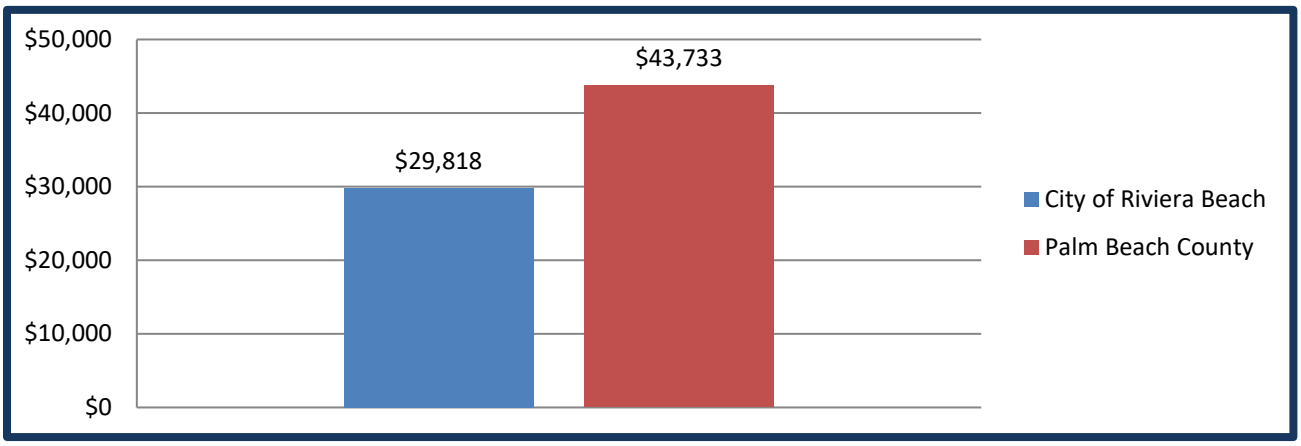
Source: ACS 2021



This trend is also seen in per capita incomes. As a matter of fact, the differential in per capita income is even greater than median household income with City at more than 30 percent lower. This correlates with the City's higher household size of 2.78 compared to the County at 2.54.

City of Riviera Beach and Palm Beach County – Per Capita Income (2021)

Source: ACS 2021



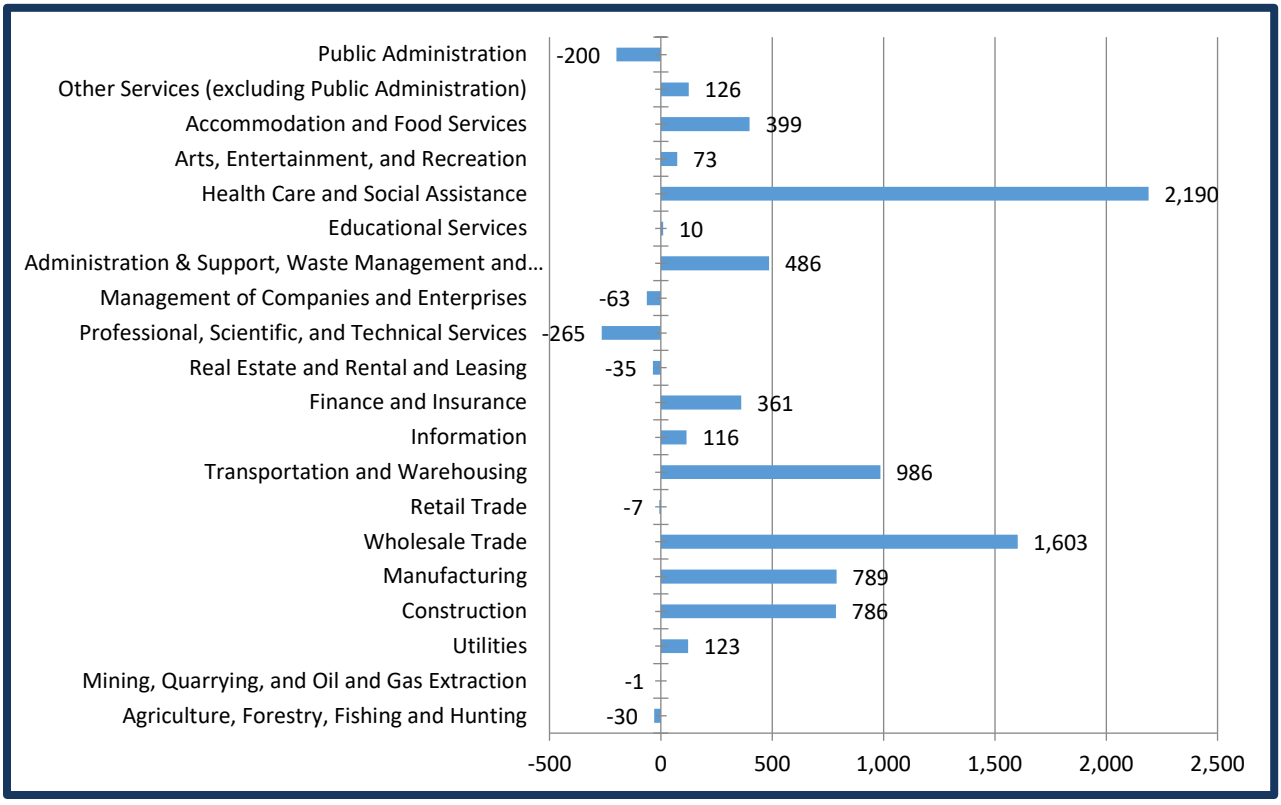
Employment Trends

According to 2020 Census data (and the latest available data by the Census and US Bureau of Labor Statistics), the City had total employment of 22,477 which is 3.7 percent of the Counties total employment of 603,711. This proportionate share of employment is considerably higher than the City's 2.5 percent share of population – and the implications of which are detailed further below.

Health Care/Social Assistance, Wholesale Trade and Transportation Warehousing are the dominant sectors within the City and the latter two of which is attributed to economic activity created by the Port of Palm Beach. The City had seen relatively strong job growth among a number of sectors between 2010 and 2020 including Health Care/Social Assistance (2,190), Wholesale Trade (1,603) and Transportation/Warehousing (986). The largest job *losses* were in Public Admin (200), and Professional, Scientific, and Technical Services (265) which are among the higher wage sectors.

City of Riviera Beach – Employment Growth (by Sector) from 2010 to 2020

Source: US Census/USBLS



It is important to note that there is likely some margin of error associated with the 2020 data in light of the impacts from Covid-19, which effectively shuttered the US economy in March 2020. Therefore, the methodology for assessing the City employment for purposes of this analysis shifts to data from ESRI and, particularly, an evaluation of trends from 2010 to 2019 (prior to Covid) and trends post Covid (which are likely to be estimates given the partial Census Block Groups discussed in preceding sections).

According to ESRI data, the City has a significantly higher proportion of wholesale trade and manufacturing jobs. Currently, Healthcare/Social Assistance has the largest share of employers in 2023 at nearly 19 percent, and the next highest is Manufacturing at 12.5 percent and followed closely by Wholesale Trade (11.5 percent) – again, indicative of the Port's economic impact.

City of Riviera Beach and Palm Beach County – Employment Share by NAICS Sector (2023)[2]

Source: ESRI

	Riviera Beach	Palm Beach County
Agric/Forestry/Fish/Hunt	0.3%	0.4%
Mining	0.0%	0.0%
Utilities	0.0%	0.5%
Construction	6.4%	4.8%
Manufacturing	12.6%	3.6%
Wholesale Trade	11.6%	3.1%
Retail Trade	8.7%	12.9%
Transportation/Warehouse	8.8%	1.7%
Information	1.1%	2.5%
Finance/Insurance	1.2%	4.8%
Real Estate/Rent/Leasing	2.8%	5.7%
Prof/Scientific/Tech Service	2.9%	8.5%
Mgmt of Comp/Enterprises	0.1%	0.4%
Admin/Support/Waste Mgmt	1.9%	4.1%
Educational Services -	4.7%	6.2%
HealthCare/Social Assist	18.8%	14.4%
Arts/Entertainment/Rec	2.6%	2.6%
Accommodation/Food Service	5.9%	9.9%
Other Service excl Pub Admin	4.1%	8.0%
Public Administration	5.3%	5.3%
Unclassified Establishments	0.3%	0.7%

Comparing surrounding municipalities to Riviera beach using the ESRI 2023 employment data it is evident that Healthcare/Social Assistance and Manufacturing is also the highest in Riviera Beach. Accordingly, Professional Business Services and Finance sectors are under-represented in Riviera Beach compared to surrounding communities.

[2] Does not include Agriculture and Mining

City of Riviera Beach – NAICS (2023) Industry Sector Share Compared to Surrounding Municipalities

Source: Census (OnTheMap)

NAICS Sector Share 2023							
	Riviera Beach	Mangonia Park	West Palm Beach	Lake Park	Palm Beach Gardens	North Palm Beach	Palm Beach County
Agric/Forestry/Fish/Hunt	0.3%	0.0%	0.2%	0.2%	0.1%	0.2%	0.4%
Mining	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Utilities	0.0%	0.0%	0.2%	0.0%	0.3%	0.1%	0.5%
Construction	6.4%	4.8%	4.1%	12.8%	3.7%	4.1%	4.8%
Manufacturing	12.6%	2.7%	2.7%	6.1%	3.6%	1.8%	3.6%
Wholesale Trade	11.6%	2.0%	2.3%	2.5%	0.7%	1.6%	3.1%
Retail Trade	8.7%	7.3%	12.0%	26.1%	14.3%	7.9%	12.9%
Transportation/Warehouse	8.8%	1.1%	1.1%	1.1%	0.3%	0.6%	1.7%
Information	1.1%	11.1%	4.5%	0.8%	2.8%	1.4%	2.5%
Finance/Insurance	1.2%	1.5%	4.6%	1.9%	5.8%	5.9%	4.8%
Real Estate/Rent/Leasing	2.8%	1.8%	4.7%	3.2%	7.6%	13.2%	5.7%
Prof/Scientific/Tech Service	2.9%	2.6%	12.6%	4.6%	10.3%	17.4%	8.5%
Mgmt of Comp/Enterprises	0.1%	0.2%	0.3%	0.6%	0.3%	0.3%	0.4%
Admin/Support/Waste Mgmt	1.9%	0.3%	4.6%	3.8%	5.1%	3.7%	4.1%
Educational Services -	4.7%	47.1%	11.4%	4.3%	14.0%	10.1%	6.2%
HealthCare/Social Assist	18.8%	0.8%	4.1%	2.2%	2.8%	3.4%	14.4%
Arts/Entertainment/Rec	2.6%	1.4%	8.3%	10.0%	14.4%	8.2%	2.6%
Accommodation/Food Service	5.9%	8.7%	6.7%	9.6%	8.4%	8.9%	9.9%
Other Service excl Pub Admin	4.1%	2.4%	11.5%	6.3%	2.1%	7.4%	8.0%
Public Administration	5.3%	0.5%	0.7%	0.6%	0.5%	1.0%	5.3%
Unclassified Establishments	0.3%	3.6%	3.3%	3.2%	2.9%	2.6%	0.7%

As shown below the City's resident to employment ratio is relatively in line with surrounding municipalities and County.

City of Riviera Beach – NAICS (2023) Industry Sector Share Compared to Surrounding Municipalities

Source: Census (OnTheMap)

	2021 ACS Population	2020 Total Employment
Riviera Beach	37,301	22,477
Mangonia Park	2,035	3,351
West Palm Beach	115,877	87,921
Lake Park	8,971	5,778
Palm Beach Gardens	58,482	36,358
North Palm Beach	13,096	4,634
Palm Beach County	1,481,233	603,711

The following chart illustrates the strongest growth sectors in terms of percentage growth (as opposed to jobs) for both the City and County between 2010 and 2019. For the City, the strongest rate of growth occurred within the Information and Finance/Insurance sectors that, although they are relatively small sectors in terms of jobs, the growth rates are measurable and noteworthy given they are skilled and higher wage sectors that can have positive impacts on future demand for housing, office and retail sectors.

City of Riviera Beach – Employment Growth Rate by NAICS Sector (2010 to 2019)[3]

Source: ESRI

NAICS SECTOR	Riviera Beach	Palm Beach County
Agric/Forestry/Fish/Hunt	-32.4%	-1.9%
Mining	-100.0%	0.0%
Utilities	83.0%	16.3%
Construction	109.3%	68.2%
Manufacturing	72.6%	26.7%
Wholesale Trade	55.1%	16.4%
Retail Trade	-3.6%	29.5%
Transportation/Warehouse	113.1%	68.0%
Information	717.2%	31.5%
Finance/Insurance	149.0%	18.0%
Real Estate/Rent/Leasing	-6.1%	35.9%
Prof/Scientific/Tech Service	-28.3%	39.0%
Mgmt of Comp/Enterprises	-47.1%	32.5%
Admin/Support/Waste Mgmt	44.1%	33.1%
Educational Services -	27.8%	19.8%
HealthCare/Social Assist	39.9%	23.2%
Arts/Entertainment/Rec	80.0%	34.1%
Accommodation/Food Service	85.9%	39.5%
Other Service excl Pub Admin	37.2%	30.4%
Public Administration	-21.7%	-6.7%

In accordance with ESRI data, job growth during the post-pandemic period from 2021 to 2023 reported modest fluctuations in the City among most sectors, though Information continues to trend positively as well as manufacturing (both higher wage sectors). The County, by comparison, showed relatively strong gains among numerous sectors from 2021 to 2023.

City of Riviera Beach – Employment Growth Rate by NAICS Sector (2021 to 2023)[4]

Source: ESRI

	Riviera Beach	Palm Beach County
Utilities	0.0%	14.3%
Construction	2.3%	3.3%
Manufacturing	15.8%	-3.1%
Wholesale Trade	5.3%	5.4%
Retail Trade	-1.1%	-4.9%
Transportation/Warehouse	7.7%	16.0%
Information	17.5%	2.1%
Finance/Insurance	-3.5%	1.7%

[3] Does not include Agriculture and Mining

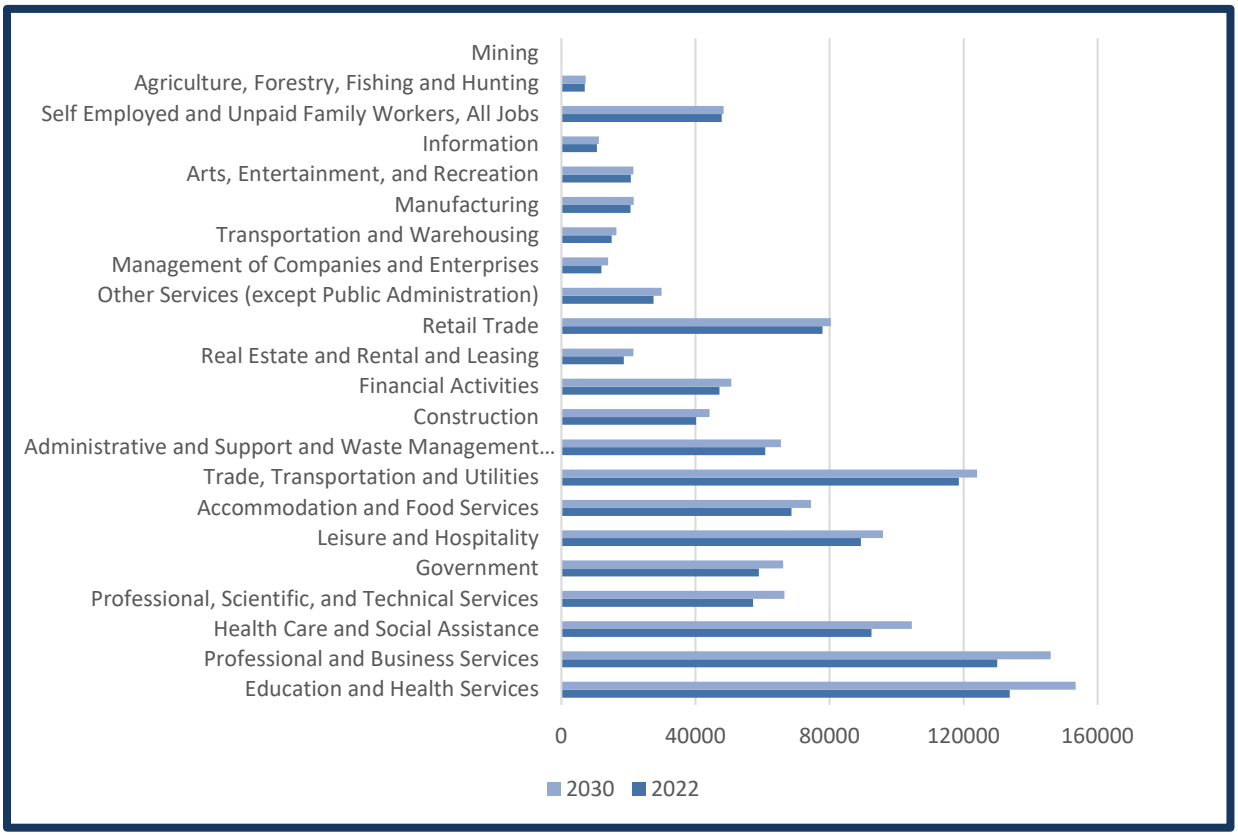
[4] Does not include Agriculture and Mining

Real Estate/Rent/Leasing	-0.9%	8.2%
Prof/Scientific/Tech Service	-3.0%	6.9%
Mgmt of Comp/Enterprises	-8.8%	2.3%
Admin/Support/Waste Mgmt	-1.3%	13.1%
Educational Services -	5.7%	5.5%
HealthCare/Social Assist	-0.8%	4.8%
Arts/Entertainment/Rec	-3.1%	-19.3%
Accommodation/Food Service	-1.7%	3.4%
Other Service excl Pub Admin	1.2%	14.8%
Public Administration	3.0%	4.1%
Unclassified Establishments	-1.2%	52.8%

According to the Florida Department of Employment Opportunity (FDEO) data, Professional/Business Services, Education and Health Services are forecast to be among the strongest growth sectors within Palm Beach County through 2030. Together with steady growth forecast for Finance Activities and Real Estate, the broader region is poised for solid growth among these higher wage and skilled sectors, which is meaningful for the City's potential economic development.

Palm Beach County Employment Projections by Sector (2022 and 2030)

Source: FDEO

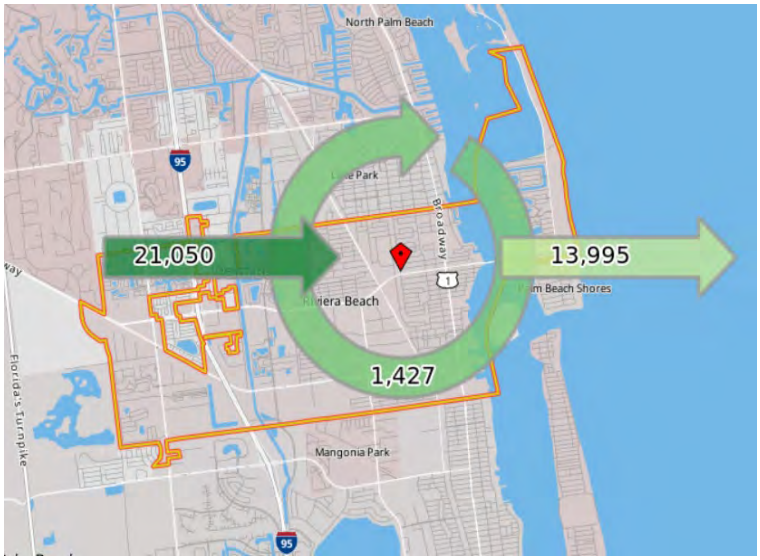


Jobs Inflow/Outflow

Based upon information from US Census (OnTheMap 2020), roughly 6 percent of workers employed within the City actually live in the City. While there is no "hard and fast" standard metric, City's such as West Palm Beach, Palm Beach Gardens, North Palm Beach, and Boynton Beach that have *work and live* ratios generally ranging between 8 to 13 percent. This portends extremely well for the City of Riviera Beach housing sector in terms of potential capture of "pent up" demand from the existing employment base; and, for which is only further substantiated by the disproportionate share the City has of the County's employment relative to population as referenced in preceding sections.

City of Riviera Beach – Inflow/Outflow Job County

Source: US Census (OnTheMap)



Inflow/Outflow Job Counts (All Jobs)

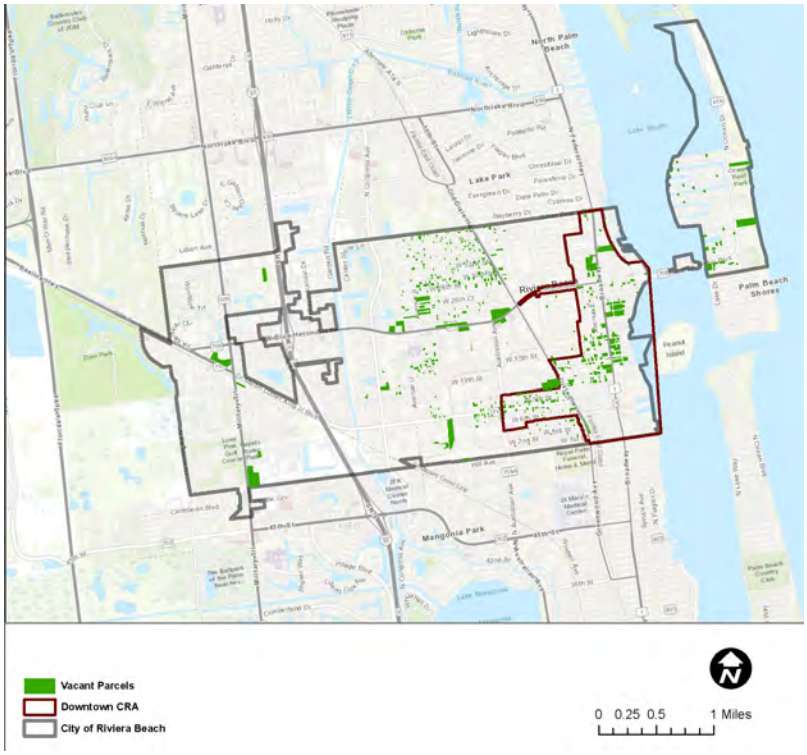
	2020 Count	2020 Share
Employed in the Selection Area	22,477	100.0%
Employed in the Selection Area but Living Outside	21,050	93.7%
Employed and Living in the Selection Area	1,427	6.3%
Living in the Selection Area	15,422	100.0%
Living in the Selection Area but Employed Outside	13,995	90.7%
Living and Employed in the Selection Area	1,427	9.3%

Vacant Land Availability

There are approximately 232 vacant acres of land in the City of Riviera Beach. Of the 852 vacant parcels there are only 3 parcels greater than 5 acres with the largest being 7 acres. The average size parcel is 0.27 acres and a large extent of which exists within the CRA. This limited availability of larger vacant properties can present challenges to near term redevelopment; especially, that which can provide mixed-use development of critical mass. However, understanding this challenge creates an opportunity for the City to identify, encourage and potentially participate in land aggregation for longer-term strategic redevelopment planning.

City of Riviera Beach – Vacant Parcel Map

Source: Palm Beach County Property Appraiser



Residential Land Use Development Activity

There have been 737 residential properties built in the last 10+ years in the City of Riviera Beach. The majority being townhouse and Single family. There has been nominal multi-family development which is in contrast to regional trends during the past decade. However, this is poised to change based upon current development activity including Berkeley Landing (a 110-unit multifamily rental workforce housing development located at 3100 Broadway); as well as, several large-scale housing developments proposed within the CRA including: Oculina (a luxury condominium located at 3700 Broadway); The Waterway – Phase 1 (a 100+ unit luxury condominium located at 2140 Lakeshore Drive); and, two high-rise multifamily housing developments within the Marina Village Master Plan referred to Element 7 (a multifamily rental development) and Element 8 (a 120-unit multifamily affordable housing development).

City of Riviera Beach – Housing Development activity (by Type) – 2013 to 2021

Source: Palm Beach County Property Appraiser

YEAR BUILT	CONDOMINIUM	MULTIFAMILY < 10 UNITS-COMM ZONING	MULTIFAMILY < 5 UNITS	SINGLE FAMILY	TOWNHOUSE	Grand Total
2013				3		3
2014				4		4
2015				2		2
2016				6		6
2017				9	6	15
2018	58		1	41	7	107
2019				57	24	81
2020	48		2	44	105	199
2021		1	1	45	273	320
Grand Total	**106**	**1**	**4**	**211**	**415**	**737**

Single Family and Townhome Sales Sales City and County (Pre- and Post-Pandemic)

The City's single family median sale price is approximately 20 percent below that of the County. Even at this level of pricing, they are generally affordable to families earning upwards of $100,000 (at 30% income expenditure).

There were very few "arms-length" home sales in the entire City less than $250,000 in 2022.

City of Riviera Beach and Palm Beach County – Single Family Housing Sales (2019, 2022, and YTD 2023)

Source: Palm Beach County Property Appraiser

SF Median Sales Price	2019	2022	2023
City	$ 310,735	$ 343,578	$330,348
County	$ 415,000	$ 415,000	$415,000
Townhouse Median Sales Price	**2019**	**2022**	**2023**
City	$ 300,990	$ 293,505	$311,868
County	$ 410,000	$ 412,000	$412,000

2. MULTIFAMILY RENTAL AND COMMERCIAL MARKET OVERVIEW

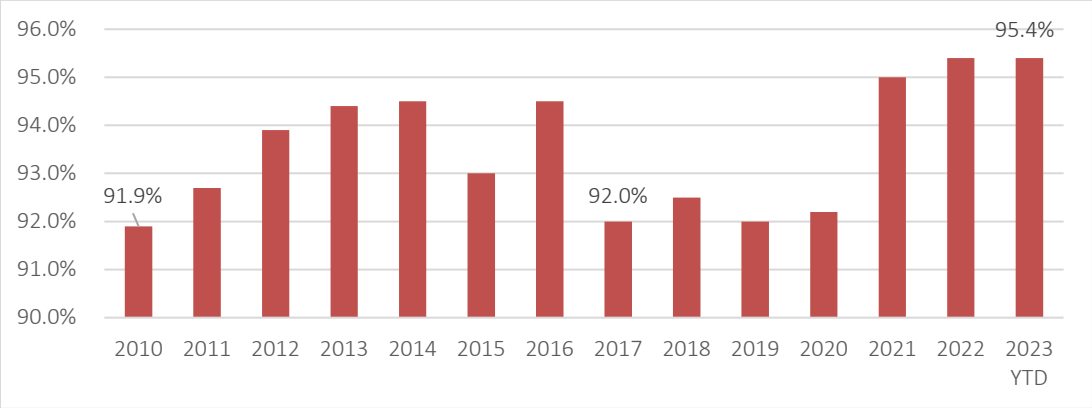
Multifamily Rental Market

The population forecast outlined above provides estimates for housing demand, inclusive of all product types (single-family, townhome, condominium and multifamily rental). The fact is, given land availability constraints, the vast majority of the City's future housing will be dominated by multifamily product. This

includes condominium development, which in all probability will be oriented to the eastern-most coastal areas of the City and, moreover, will be likely marketed to affluent households and of which many will be second homeowners and/or investors. Therefore, for purposes of the Land Use DIA, the assessment of the City's housing conditions, and opportunity focuses intently on multifamily rental which will not only be market-rate but affordable and workforce as well. The assessment herein provides a summary overview of development and performance activity occurring between 2010 and mid-year 2023.

During this period, the development of new multifamily rental apartments in Riveria Beach has been limited. From 2010 to the 2nd Quarter 2023, there were only 105 new units delivered to the multifamily apartment market in Riviera Beach, including 101 units in 2019 and four (4) units in 2020. The lack of new development has helped though, as occupancy rates steadily climbed from 91 percent (in 2010) to more than 95 percent currently, with modest fluctuation occurring prior to and during the pandemic.

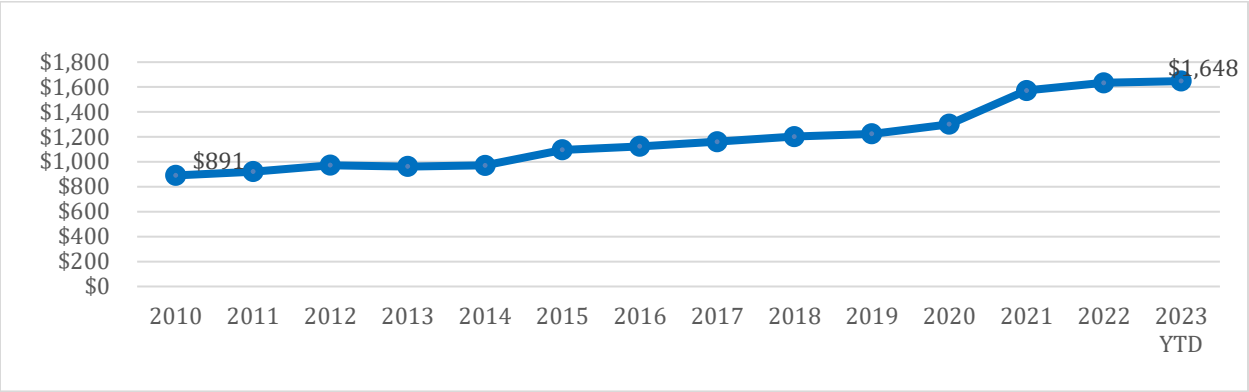
City of Riviera Beach – Multifamily Apartment Rental Occupancy Rate Trend – 2010 to Q2 2023
Source: Costar



At the same time, rent steadily increased from $891 in 2010 to $1,648 as of the 2nd Quarter 2023, equal to an annual average annual increase of 5 percent. In spite of this growth, the City's average rental rate remains well below that of the County's $2,258 monthly rent. The City's comparatively modest rental rates has challenged the ability to support new market rate development during the past several years. However, as the market continues to strengthen, the opportunity for new market rate multifamily development steadily improves.

City of Riviera Beach - Multifamily Apartments Average Asking Base Rent, 2010-2nd Quarter 2023

Source: CoStar



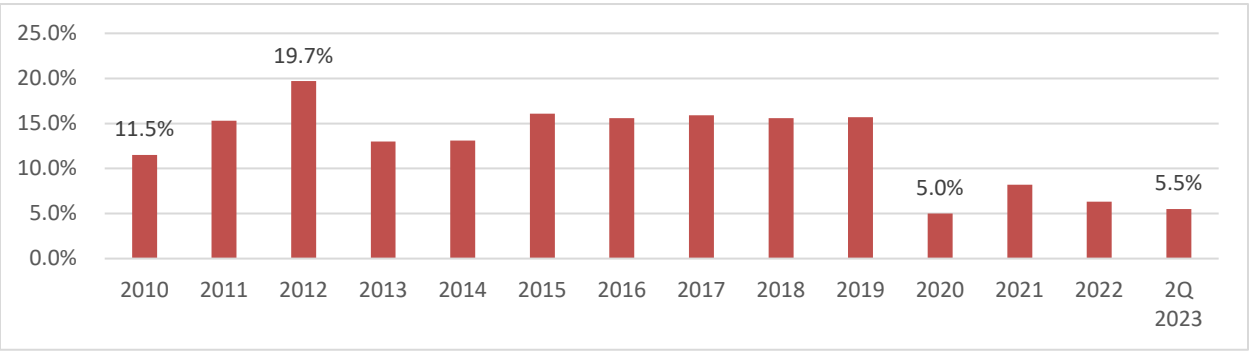
As a matter of fact, the City is currently in the process of supporting new market rate housing opportunities and primarily within the CRA including a joint development/public-private partnership within the Marina Village Master Plan providing for several hundred marker rate rental units, as well as 120 units of affordable/workforce housing. It is also anticipated the continued population/household growth, coupled with on-going strengthening of multifamily housing market Citywide, creates prospects for new multifamily market rate housing will occur throughout other areas of the City.

Office Market Overview

The City of Riviera Beach comprises approximately 520,000 square feet of office space, which is roughly 1 percent of the County's 59 million square feet. There has not been any new office development in the City in nearly 20 years. The limited development has placed pressure on occupancy rates, particularly in the more recent post-pandemic environment where occupancy declined from the mid-80 percent range prior to the pandemic to approximately 95 percent currently. There is less than 50,000 square feet of office space available Citywide. Comparatively, the County's office occupancy currently stands at 89 percent.

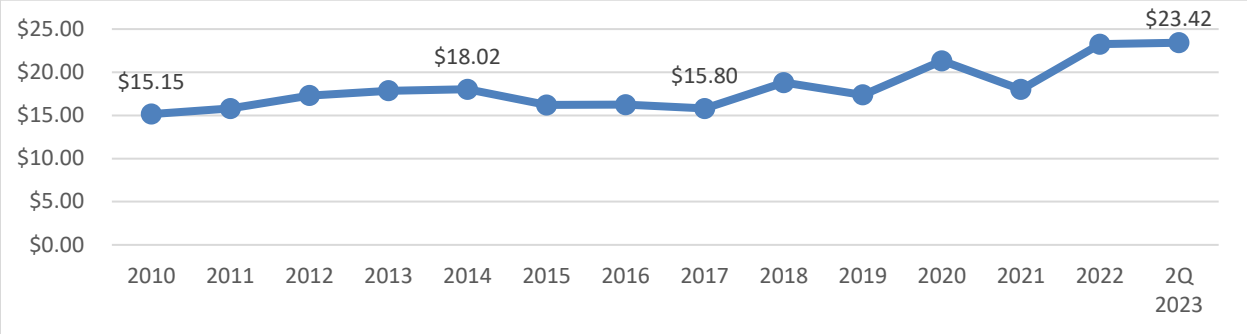
City of Riviera Beach - Office Vacancy Rate, 2010-2nd Quarter 2023

Source: CoStar



In tandem with the City's historical occupancy trends, average asking lease rates fluctuated modestly for much of the period between 2010 and 2019, before increasing nearly 10 percent within the two to three years that followed.

City of Riviera Beach - Office Average Asking Base Rent, Riviera Beach, 2010 - 2nd Quarter 2023
Source: CoStar



At 95+ percent occupancy and measurable growth in lease rates, there would be seemingly significant pressure to support new office development within the City. However, there are a few factors affecting the prospects for new office development, at least in the more recent period, including: there is some uncertainty that remains in the post-pandemic world as to how the office market (local, regional, and national) will respond to the emergence of work-from-home or hybrid work-from-home/in-office conditions that resulted from the pandemic; and, the fact that the City's current average lease rate is below $24 per square foot which is quite modest compared to the County's average lease rate of nearly $40 per square foot and a level that is well below that supporting new office construction.

As referenced in the preceding sections highlighting the County's employment characteristics and forecast trends, office using jobs sectors such as Professional and Business Services, FIRE and Information is expected to be among the strongest growth sectors during the foreseeable timeframe. In accordance with office development (additions to supply) projections from Costar/Oxford Economics, the County is anticipating demand for approximately 2 million square feet of office space during the next 5-year period; or, 4 million square feet of space over a longer 10-year timeframe assuming on-going development trends remain relatively unchanged in that extended period. Nonetheless, if the City is able to capture between 1 percent (modest) and 4 percent (upper) of the County's overall forecast supply during the next 10 years, there is potential demand for upwards 160,000 square feet of office space.

City of Riviera Beach – Estimated Office Demand (20 years)

Source: Costar/Oxford Economics; Lambert Advisory

Estimated Office SF Deliveries Palm Beach County (5 Yrs)	
Sq.Ft. by Year	
2024	997,458
2025	155,853
2026	236,497
2027	293,227
2028	320,569
Total	2,003,604

(Source: Costar/Oxford Economics)

Palm Beach County - Office Demand (10 Yrs.)	
Office Sq.Ft. Demand Projection	4,000,000
Avg.Annual	*400,000*

Riviera Beach Capture (10 Yrs.)	
Moderate (1.0%)	**40,000**
Fair Share (2.3%)	**92,000**
Upper (4.0%)	**160,000**

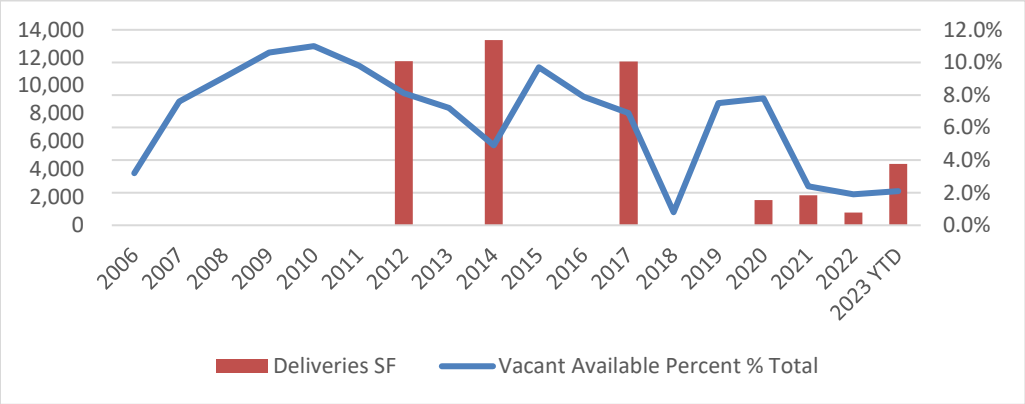
It is important to note, however, that the envelope of office demand established herein does not in any way indicate that the opportunity to push beyond this level is not possible. As the City continues to explore and encourage mixed-use development opportunities and P3 initiatives, the opportunity for capturing larger office tenants is promising and should be considered as part of the longer-term planning for both stand-alone and mixed-use office development.

Retail Market Overview

The City of Riviera Beach retail market total 852,000 square feet, and slightly more than the County's 81 million square feet of total retail space. There has not been only 40,000+ square feet of new retail built since 2010 within 6 different properties and the largest of which is 11,600 square feet, as well as an 8,500 square foot Family Dollar.

City of Riviera Beach – Retail Delivery and Occupancy Trend (2010 to Q2 2023)

Source: Costar



During the past decade, the City's retail market occupancy has remained above 90 percent with a notable tightening to 97+ percent post-pandemic. The scarcity of available retail within the City, though, has not place corresponding pressure on lease rates, with the average NNN[5] lease rate reaching approximately $18 per square foot within the past 12 months which is mor than 40 percent below the County's average asking lease rate of $31+ per square foot, NNN.

Regarding the future outlook for retail development within the City and, particularly as it relates to long-term land use and redevelopment planning, the DIA herein considers a number of factors related to the prospective outlook for retail. First, a benchmark assessment of the City's retail base relative to the County overall is quite low on a per capita basis. Based upon the County's 1.5 million residents, there is a total 73 million square feet of retail space;[6] or, 12.8 square foot per person. At many other municipalities such as Boca Raton, Delray Beach and Boynton Beach, the retail to resident ratio is well above this level. For the City's 38,300 residents, the nearly 880,000 square feet of retail represents 6.5 square feet per capita – half that of the County. Moreover, the differential in retail supply (per capita) applies to all retail goods and services categories – as outlined below.

City of Riviera Beach and Palm Beach County – Estimated Retail Square Feet Per Capita

Source: US Census; Costar

	County	City
Total Population (Est. 2023)	1,500,000	38,300
Est. Retail Total SF (F&B, Shopper's Goods, Convenience)	73,000,000	880,000
Est. Total Retail SF/Resident	**49**	**23**
Est. F&B SF	*6.0*	*3.0*
Est. Shopper's Goods	*16.3*	*7.8*
Est. Convenience	*11.6*	*5.8*
Est. Other	*12.8*	*6.4*

Notable among the City's dearth of retail goods and services is the lack of food stores for a City of this size. As shown below, there is only one large format grocery store in the City, with the balance of food and convenience serviced by smaller specialty stores.

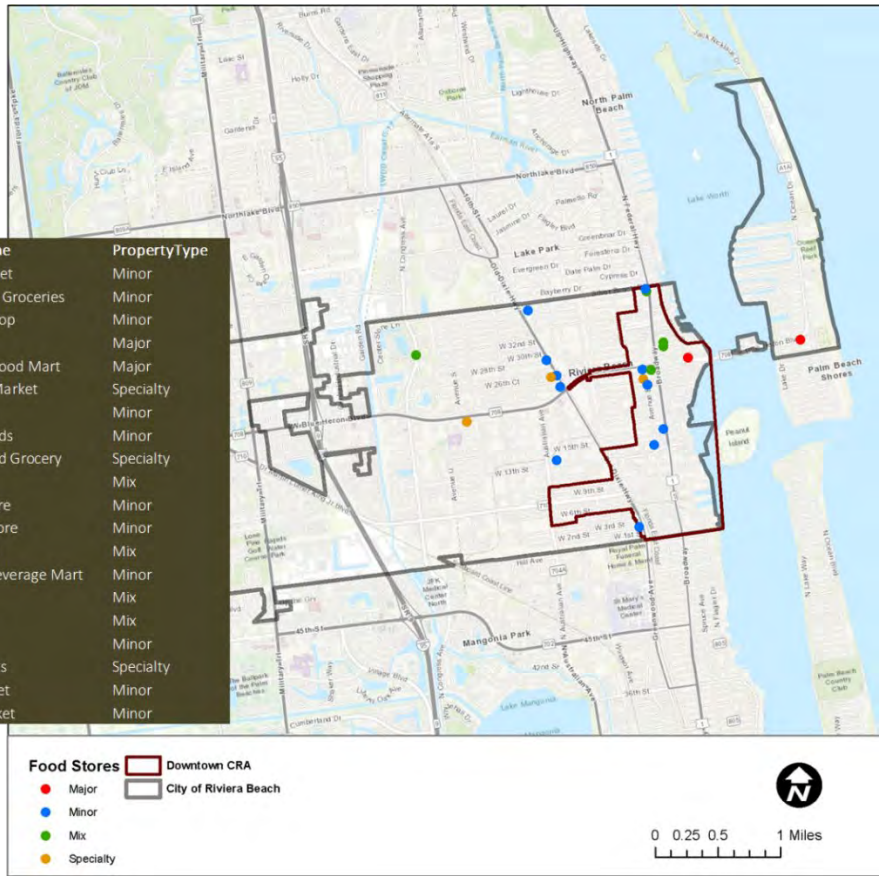
[5] NNN represents the base rent the tenant pays not inclusive of prorate share of property tax, insurance, common are maintenance and other applicable operating costs.

[6] Note: A 10% discount to total Retail SF has been applied to account for non-retail, parking area, etc.
Source: Retail SF – Costar; Population – US Census 2020

City of Riviera Beach – Existing Food Store and Convenience Retail

Source: Costar

Property Address	Property Name	PropertyType
201 Old Dixie Hwy	Old Dixie Market	Minor
2617 Old Dixie Hwy	Riviera Food & Groceries	Minor
2909 Old Dixie Hwy	Riviera Kwik Stop	Minor
228 Blue Heron Blvd	Publix	Major
1245 Blue Heron Blvd	Grator Gator Food Mart	Major
2617 President Barack Obam	Riviera Meat Market	Specialty
1531 Broadway	Food Market	Minor
1160 W 13th St	Max Fresh Foods	Minor
1553 W Blue Heron Blvd	Giant Meat and Grocery	Specialty
2501 Congress Ave	Family Dollar	Mix
2501 Old Dixie Hwy	Tiger Food Store	Minor
1033 Silver Beach Rd	Sunny Food Store	Minor
3701 Broadway	Dollar General	Mix
3707 Broadway	GFH Food & Beverage Mart	Minor
3000 A Broadway	Dollar Tree	Mix
2900 Broadway	Family Dollar	Mix
101 W Blue Heron Blvd	Kwik Stop	Minor
2401 Avenue E	House of Meats	Specialty
2300 Avenue E	B L Food Market	Minor
1361 Avenue E	Avenue E Market	Minor



While local and specialty food stores are integral to the fabric of the Riviera Beach resident community, the presence of larger-format stores (i.e., Publix, Whole Foods) can be critical anchors to future retail development that not only serve the City's resident base, but also draws from outside of the community and for which those residents expend additional dollars within other local Riviera Beach businesses. This is of particular importance to the City's endeavors to encourage larger-scale residential and mixed-use development.

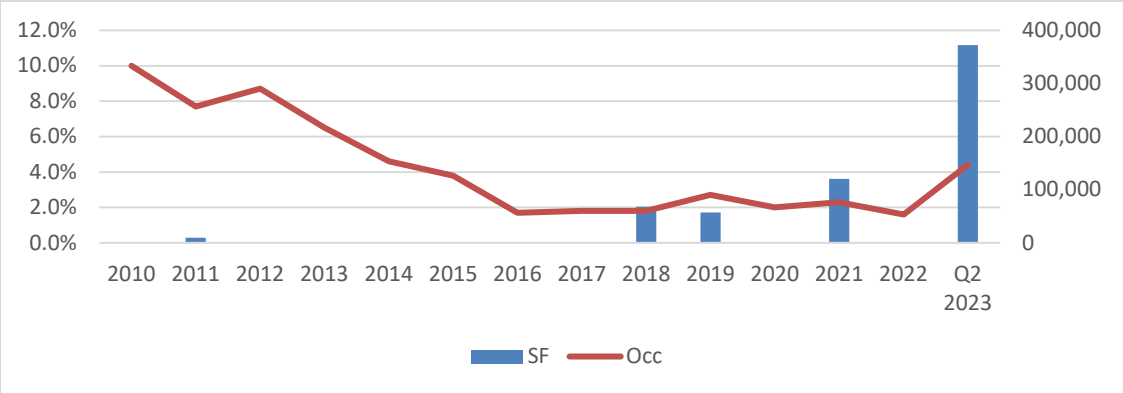
From a broader demand perspective relative to the City's Comprehensive Plan, the optimal goal during the planning horizon (through 2040) is to encourage growth of supply to increase to levels closer in line with the County's resident to retail ratio among all goods and service types. Considering this, it's not likely that within a 15+ year timeframe that the City will match the County, planning for an increase in overall supply of 30 percent (or, a retail to resident metric of 30 square feet), retail demand is estimated to be between 250,000 and 350,000 square feet. Importantly, this does not necessarily indicate that this level of demand is accommodated in new supply, as at least some of this demand will be absorbed in the repositioning of existing retail supply that is well beyond its useful life.

Industrial Market Overview

The City of Riviera Beach has 10.1 million square feet of industrial space, which represents 18 percent of the County's total 57 million square feet. This very large proportionate capture of industrial supply is largely attributed to the presence of the Port of Palm Beach and the City's relatively expansive land area dedicated to industrial use. Since 2010, there has been 625,000 square feet of new industrial space delivered in Riviera Beach, compared to 8.1 million square feet for the County; or 8 percent capture. This is well below historical industrial development trends for the City and primarily due to the diminishing availability of industrial land.

City of Riviera Beach - Industrial Development and Vacancy Rate Trend 2010 – Q2 2023

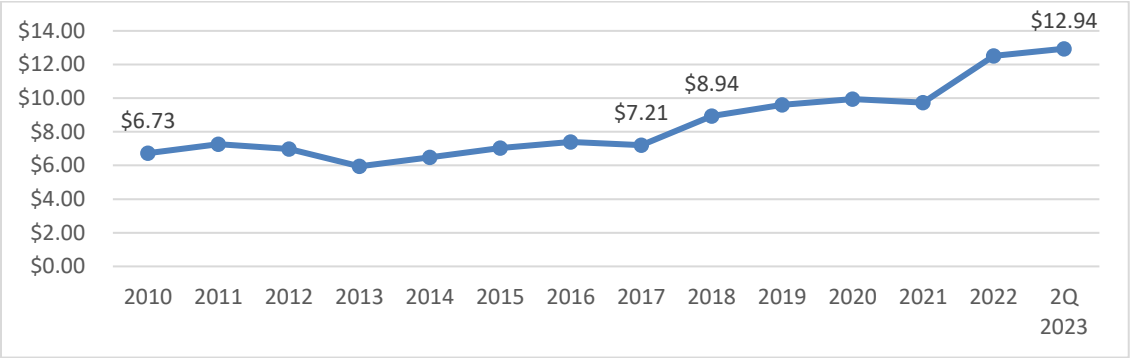
Source: CoStar



The vacancy rate for industrial space in Riviera Beach was at 10.3 percent in 2010, declining every year thereafter to 1.7 percent in 2016. The vacancy rate has remained low, ranging from 1.4 percent to 2.5 percent from 2016 to 2022, with a small increase to 4.4 percent as of the 2nd Quarter 2023. The average asking rental rate for industrial space in Riviera Beach was at $6.71/sq. ft. NNN in 2010, with steady growth during much of the past decade and a post-pandemic spike to nearly $13 per square foot and directly in line with the County overall.

Industrial Average Asking NNN Rent Riviera Beach, 2010-2nd Quarter 2023

Source: CoStar



From a regional perspective, the South Florida regional industrial market is expected to remain very strong. However, as available vacant land in both Miami Dade County and Broward County continue to decline, Palm Beach County is in a strong position to capitalize on this growth and, especially, with the continued investment and expansion within the Port of Palm Beach. Based upon industrial development (additions to supply) projections from Costar/Oxford Economics, the County is anticipating demand for approximately 7 million square feet of industrial space during the next 5-year period; or, 14 million square feet of space over a longer 10-year timeframe assuming on-going development trends remain relatively unchanged in that extended period. Based upon more recent development trends, this would indicate demand for more than 1 million square feet within the City through 2040, which likely exceeds the ability to accommodate this amount of supply given the limited availability of land. Nonetheless, this presents a strong opportunity to not only build new industrial space as available, but further strengthen the existing industrial market and reposition existing facilities that are older and past their useful life.

Riviera Beach Legal Notice

Please choose a category	Public Hearing - Riviera Beach
Title	Public Hearing Notice - Ordinance 4327
Publish Date	11/10/2026
Publish Time	9:55 AM (EST)
Description	PUBLIC HEARING NOTICE CITY COUNCIL MEETING CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA The City Council of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Wednesday, December 02, 2026, at 6:00 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Marina Event Center located at 190 E 13th Street, Riviera Beach, FL 33404, to consider on First Reading and for Transmittal to Reviewing Agencies the following Ordinance: Ordinance Number 4327 An ordinance of the City Council of Riviera Beach, Florida, approving amendments to the Comprehensive Plan of the City of Riviera Beach, Florida, to implement necessary updates and revisions to the goals, objectives, and policies of the City's Comprehensive Plan, including an updated map series; providing for conflicts, severability, and an effective date. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance. Copies of the proposed Ordinance and related background materials are available for inspection at the Development Services Department at 600 W. Blue Heron Blvd., Riviera Beach, FL, between the hours of 8:00 AM and 5:00 PM, Monday through Friday, except holidays. PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Council with respect to any matter considered at the meetings, such interested person, at their own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the Clerk's Office at 561-845-4090 no later than 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.
Attach Files (Optional)	Notice - Public Hearing - Ordinance 4327.pdf
Submitted by (Email Address)	dshall@rivierabeach.org

Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Riviera Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Ordinance No. 4327: An Ordinance of the City Council of Riviera Beach, Florida, approving amendments to the Comprehensive Plan of the City of Riviera Beach, Florida, to implement necessary updates and revisions to the goals, objectives, and policies of the City's Comprehensive Plan, including an updated map series; providing for conflicts, severability, and an effective date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Riviera Beach is of the view that a business impact estimate is *not* required by state law[1] for the proposed ordinance, but the City of Riviera Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law the City of Riviera Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance contributes to the public as public art is a significant economic driver which fosters community well-being and local commerce by attracting cultural tourists, generating jobs, supporting local businesses, and creating a vibrant environment.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Riviera Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Riviera Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

a. There is no new direct compliance costs that businesses may reasonably incur.
b. There is no new charge or fee imposed by the proposed ordinance.
c. There are no new anticipated regulatory costs associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

zero

4. Additional information the governing body deems useful (if any):

none

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Clarence Sirmons, Director of Development Services, AICP

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 54-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a Site Plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces on the property located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval: providing for an effective date and for other purposes.**

Date: December 02, 2026

CC: General Public

Background:

The Applicant is requesting site plan approval to develop the Property with a 52-unit luxury high-rise residential condominium building, including a two-story parking podium with 121 private garage parking spaces ("Project"). As proposed, the Project will have amenities with indoor and outdoor recreational spaces. HHC Singer Island, LLC ("Applicant"), is the owner of the +/- 3.33-acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the southeast corner of Gulfstream Way and N Ocean Drive, in the City of Riviera Beach ("City"). The Property has a zoning designation of RM-20, High Density Multiple Family, and a land use designation of MF-20, High Density Multiple Family. Currently, the Property is undeveloped.

As proposed, at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet. The

subject property is located along the east side of North Ocean Drive (3930 North Ocean Drive), within the High-Density Multiple Family Residential: Up to 20 Dwelling Units per Acre Land Use Classification (MF-20), and has a Multi-Family (RM-20) Zoning District Designation. In order for the applicant to obtain the requested 52 dwelling units the project will utilize MEAHOP to go from 17 units per acre to 20 units per acre. This will allow the project to receive eight (8) additional units. The minimum housing trust fund contribution for the eight units shall be 8 x $105,000 = $840,000. In addition, the applicant will also be required to contribute $100,000 to the Parks and Recreation Trust Fund.

Over the past year the applicant has held six (6) community meetings with the surrounding property owners who have expressed concerns with the proposed development. The most recent meeting was held on April 16, 2026, the applicant held a virtual public community meeting and invited any and all residents to dial-in and voice their interest or concerns regarding the applicant's project. The applicant presented an overview of their project to the 5 residents that attended the virtual meeting. Summary reports of the community meetings are attached, and more information is provided in the attached staff report. This application has been reviewed by all disciplines and is now ready for Council consideration.

City Goals:
The Citywide Goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:
None

Recommendation:
Staff recommends a Motion to approve Resolution Number 54-26.

Attachments:
1. Turnberry_Resolution_Number_54-26.CT Edits.docx
2. Site Plan Project Narrative 2.2025_v1 (6).pdf
3. Revised_Turnberry_Staff_Report.v3__1_ (19).docx
4. Singer Island - ULU Application 7.17.24.cleaned.pdf
5. 2025.01.21_Singer Island Condo 2.4.25 Current Site Plan.pdf
6. 2025.12.15_Singer Island setback area v2.pdf
7. 2026.03.19_Sun study AOR.pdf
8. Combined Sign Posting, Mailers, Radius Map and Adjacent Property Owners List.pdf
9. 3930 N Ocean _landscape_plan v1 (2).pdf
10. Survey.docx
11. Petition and Letters in Opposition to this text Amendment & Site Plan.pdf
12. Copies of Community Meetings and Notices of Community Meetings.pdf

13. Sign Affidavit December.pdf
14. Mailer Affidavit December.pdf

RESOLUTION NUMBER 54-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"), on the property generally located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.

W**hereas,** HHC Singer Island LLC, (Applicant), seeks approval of a site plan application to construct a 200 foot tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces, on property generally located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), on a total of +/-3.33 acres; providing for conditions of approval in the City of Riviera Beach, as depicted in Attachment A; and

Whereas, The proposed Site Plan to be located at 3930 North Ocean Drive, consisting of one parcel of property (PCN 56-43-42-22-00-000-5010), on a total +/- 3.33 acres, is designed to allow for the establishment of a 200-fot-tall, 52 unit high-rise residential condominium development;

Whereas, according to Section 31-57 of the City's Zoning Code, the purpose of site plan review shall be to ascertain if the proposed new development is in conformity with the comprehensive plan, is not detrimental to the neighboring land use; that an efficient pedestrian and vehicular traffic system including proper means of ingress and egress to the streets is provided for, and that the proposed project shall be a viable addition to the community; and

Whereas, the City's development review team has reviewed this project and based on the information presented, the proposed site plan application satisfies the requirements of section 31-57; and,

Whereas, The Planning & Zoning Board heard this item on February 13, 2025 and voted to recommend that City Council deny this item.

Now, therefore, be it resolved by the city council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The City Council of the City of Riviera Beach hereby approves a request for a Site Plan as proposed in Attachment A.

Section 2. This proposed Site Plan is to allow for a complete and whole establishment of a 52-unit high-rise residential condominium building over a two-story parking podium to be located at 3930 North Ocean Drive (PCN: 56-43-42-22-00-000-5010), consisting of a single parcel of property,

for a total of +/- 3.33 acres; providing for conditions of approval in the City of Riviera Beach, as depicted in Attachment A; and

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution for any reason is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Site Plan approval is subject to the following conditions:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a Certificate of Occupancy or Certificate of Completion is issued.

2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.

3. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 15% from the originally approved site plan.

4. This development must receive final Certificate of Occupancy from the City for all buildings approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan and special exception approval and re-initiate the site plan approval process.

5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.

6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.

7. Per Chapter 26 of the City's Code of Ordinances, this project requires a MEAHOP development incentive agreement. The agreement must be approved by City Council prior to the issuance of any building permits, including grading or clear & grub permits. The development incentive agreement shall, amongst other components required by code, include a minimum contribution of $840,000 to the Housing Trust Fund.

8. Per section 31-243 (12) the applicant shall contribute $100,000 into the Park and Recreation Trust Fund. This payment must be made prior to the issuance of any building permits, including grading or clear & grub permits.

Section 6. The effective date of this Resolution, if this resolution is not timely challenged, shall be the date of recordation.

PASSED AND ADOPTED on this ____ day of _____ 2026.

The remainder of this page is intentionally left blank.

APPROVED:

_____
DOUGLAS LAWSON
MAYOR

ATTEST:

_____
DEBRAH HALL
CITY CLERK

MOTION BY: _____

SECOND BY: _____

B. GUYTON: ___

K. MILLER-ANDERSON: ___

S. LANIER: ___

G. SPIRITIS: ___

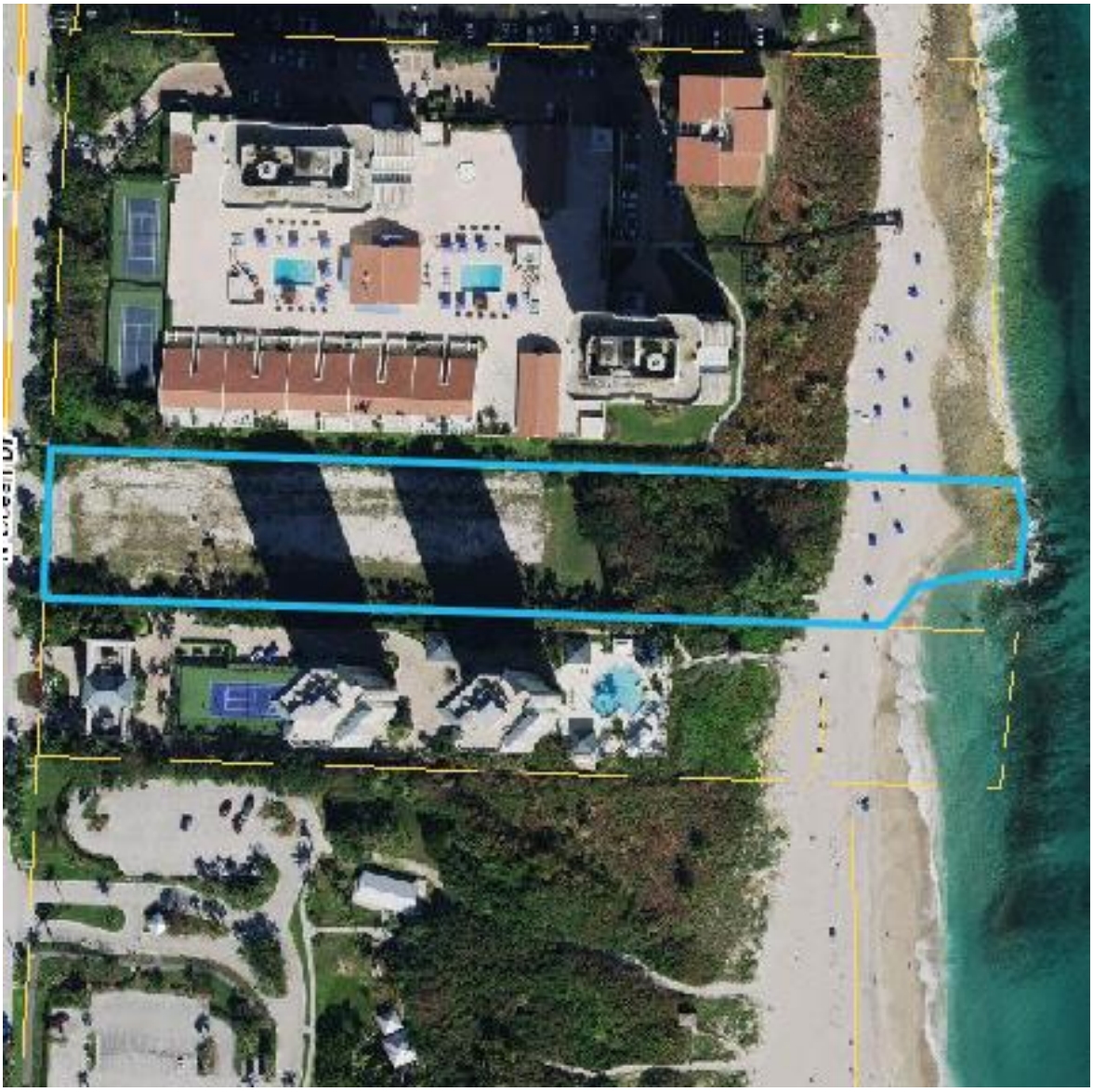
F. DAVIS-PANIER: ___

REVIEWED AS TO LEGAL SUFFICIENCY

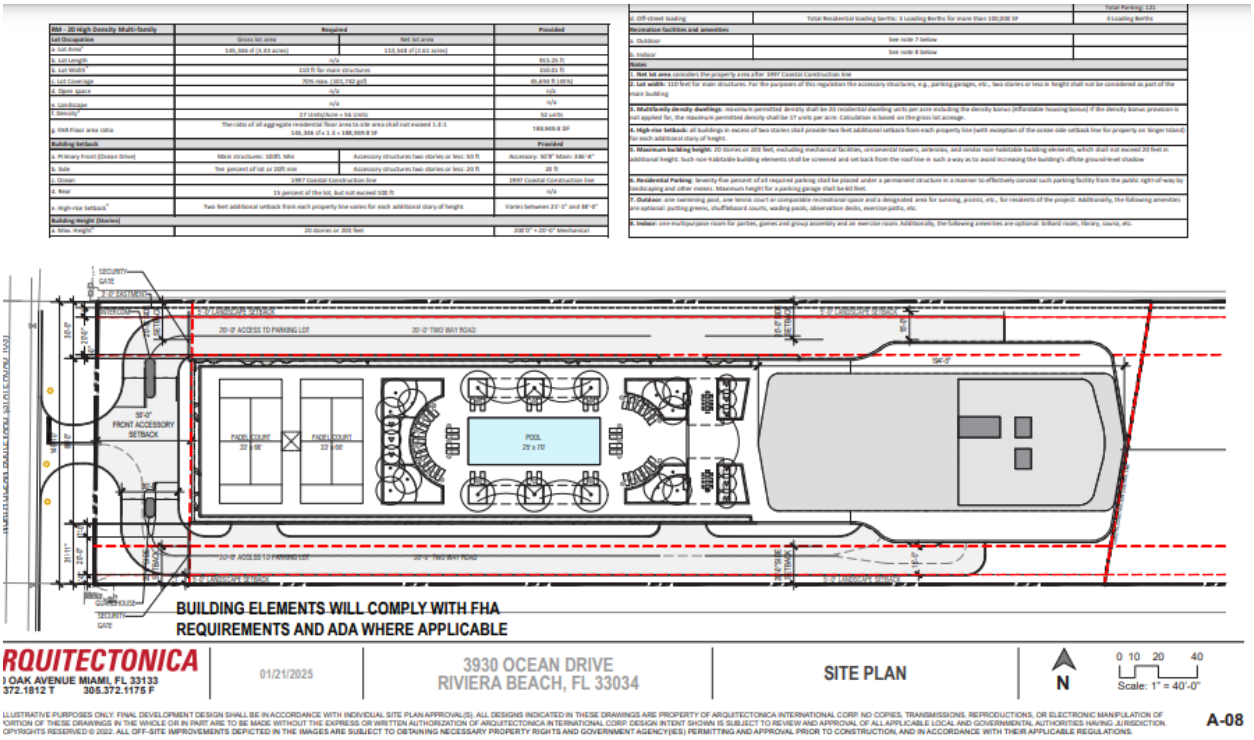
_____
DAWN S. WYNN, CITY ATTORNEY

Attachment A

Location Map



Site Plan



PROPERTY ADDRESSES: 3930 North Ocean Drive

PROPERTY DESCRIPTION (P.C.N.s): 56-43-42-22-00-000-5010)

3930 N Ocean Drive
Project Narrative
Revision: December 5, 2024

HHC Singler Island, LLC ("Applicant"), is the owner of the +/- 3.33 acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the southeast corner of Gulfstream Way and N Ocean Drive, in the City of Riviera Beach ("City"). The Property has a zoning designation of RM-20, High Density Multiple Family, and a land use designation of MF-20, High Density Multiple Family. Currently, the Property is undeveloped.

The Applicant is seeking site plan approval to redevelop the Property with a two hundred (200) foot tall, 52-unit high-rise residential building that will include 121 parking spaces, a swimming pool, an outdoor recreational space, a multipurpose room, and an exercise room ("Project"). As proposed, even at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet. Consistent with the intent of the City's Land Development Code ("Code"), the Project includes a significant amount of open space throughout. It is important to note that the Project was carefully designed after several iterations aimed at conforming to the Code proved unsatisfactory. One of the biggest design challenges was adherence to the Code's high rise setback requirements. Each attempt to adhere strictly to this dimensional regulation resulted in obstructed view corridors, smaller living units, and a less attractive overall building design. As a result, in close coordination with City staff, the Applicant is also submitting a proposed amendment to the text of the City's Code. The proposed text amendment modifies the City's high-rise setback requirements and allows for the design of the Project presented which has received the approval of the adjacent condominium associations.

Amenities

We are currently exploring a diverse array of amenities designed to enhance convenience, recreation, and community engagement. These potential offerings may include direct beach access, a welcoming lobby lounge, private conference rooms, co-working spaces, and secure mailboxes. For pet owners, a pet spa and dog walking trails are under consideration, while social spaces could feature a coffee shop, party room, event/social lounges, and kids and teens clubs. Wellness amenities may include treatment rooms, a yoga room, a fully equipped fitness gym, pool access, steam and sauna facilities, and dedicated men's and

women's spas with changing rooms and showers. Additional conveniences may include a golf simulator, bike/kayak/paddleboard storage, and thoughtfully designed areas like restrooms and a bike-friendly setup, ensuring a seamless experience for all residents and visitors.

Development Services Department
Web: www.rivierabch.com
Office: 561-845-4060

CITY OF RIVIERA BEACH STAFF REPORT
CASE NUMBER: ZA-24-0005 and SP-24-0013
A REQUEST FROM

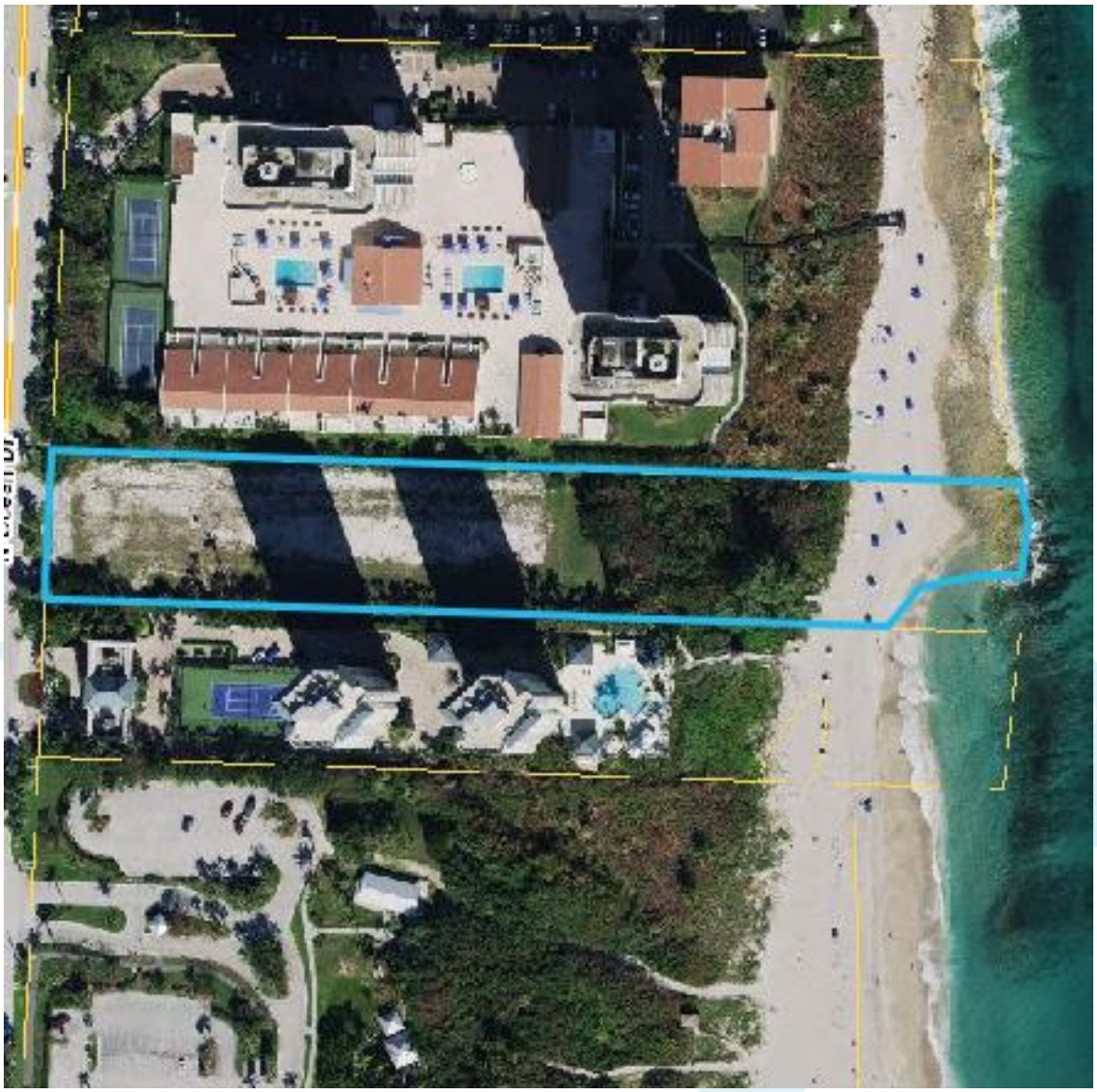
An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e) and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for Applicability, Conflicts, Severability, and Codification; and providing for an Effective Date.

AND

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"), on the property located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.

Applicant:

HHC Singer Island ("Owner and Applicant")
601 North Congress Avenue, Suite 114
Delray Beach, Florida 33445-4627



Special Note:

On February 18, 2026, the City Council approved on first reading a Zoning Code text amendment request (Ordinance 4279) by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5) (e), Minimum Setbacks and creating Section 31-243 (12) (Parks and Recreation Trust Fund). During the Council's discussion and public testimony, the Council directed staff to work with the applicant to resolve any issues with the request. Also, the City Council directed the applicant to hold a public meeting with the affected local community to review and discuss the local residents concerns regarding the proposed text amendment and the subsequent proposed site plan. On

April 16, 2026, the applicant held a public virtual community meeting and invited any and all residents to dial-in and voice their interest or concerns regarding the applicant's project. The applicant presented an overview of their project to the 5 residents that attended the virtual meeting. The meeting centered around two issues, first, the need for a wind tunnel study and a shadow study. The applicant made a power point presentation regarding the shadow study request and the applicant invited the residents to contact their engineer regarding a wind tunnel study.

At this time, here is a list of public community meetings:
1. A Virtual Town Hall meeting on Wednesday, March 24, 2021.
2. November 3, 2023: Meeting at the Oasis Condominium Lounge (with the Condo Board and Staff).
3. December 19, 2023: Meeting at the Martinique 2 Condominium, with Condo Property Owners.
4. March 14, 2025: held at 1229 East Blue Heron Boulevard, notices sent to addresses located within 300 feet of the property.
5. April 1, 2025: held at the Martinique involving the residents there.
6. October 9, 2025: A zoom Link meeting with residents, notices sent to addresses located within 300 feet of the property.
7. April 16, 2026: Public Virtual Community Meeting.

Bonus Density and MEAHOP:

According to Section 31-243 (2) & (3) (Property Development Standards), in the City's Zoning Code,

(2) Bonus density: the bonus density shall be as established in chapter 26, entitled, Minority Employment and Affordable Housing Opportunity Plan (MEAHOP).

(3) Density transfers: calculation of total site area to derive appropriate density transfer shall be computed as follows:
a. Total land area on Singer Island from the westernmost property line, east of the right-of-way of S.R. 703 (A1A) to the 1997 coastal construction setback line as established by the State of Florida shall be computed at 100 percent of the total dry land area between those two points.
b. Total land area east of the 1997 coastal construction control line to the mean high-water line or the easternmost property line, whichever is less, shall be calculated at 50 percent of the total land area between those two points.
c. Total area of wetlands, marshes, lagoons and known mangrove habitat shall not be computed for density transfer purposes.

Thus 2.61 acres is what the applicant can use for density calculation. In order for the applicant to obtain the requested 52 dwelling units, they will need to participant in the MEAHOP or reduce their number of units to 44 dwelling units. The project will utilize MEAHOP to go from 17 units per acre to 20 units per acre. The net site is 2.61 acres for density purposes. This equals 44 units at 17 units per acre and 52 units at 20 units per acre. Participating in the MEAHOP will provide 8 additional units. The minimum housing trust fund contribution for the eight units shall be 8 x $105,000 = $840,000.

RM-20 High Density Multi-Family			
Lot Area	Gross Lot area	Net Lot Area	
	145,359 Square Feet (3.337 acres)	113,548 Square Feet (2.61 acres)	

Therefore, the applicant has to complete a MEAHOP agreement prior to proceeding to construction. In addition, the applicant will also be required to contribute $100,000 to the Parks and Recreation Trust Fund.

Background

On February 13, 2025, the Planning and Zoning Board (Board) voted 4-1 to recommend denial of the applicant's proposed text amendment to the City Council. In addition, subsequent to that recommendation, the Board voted 5-0, recommending denial of the applicant's proposed site plan.

The Board's denial recommendations were primarily based on the issue that the applicant was not required to notify the adjacent property owners or the nearby communities and, the applicant was not required to post a notice (signage) on the property to inform the public of their intentions to develop the subject site. During the Board's discussion with the staff and the applicant's representative, the staff revealed the following points of interest to the Board:

1. The applicant was not required to notify or post (signage) the subject site regarding the Ordinance for the Text Amendment because according to Section 31-4 – (Hearings generally; notice; deposits) subsection (b) of the Zoning Code:

"Notice of all public hearings conducted pursuant to this section shall be advertised as required by F.S. § 166.041, as may be amended".

According to Florida Statute 166.041, an ordinance is an official legislative action of a governing body (The City Council), which requires notice be printed in a newspaper of general circulation in the municipality on at least 2 separate days, at 10 days prior to adoption. The applicant's text amendment request did not involve a rezoning or a land use change of a specific site (applicant's site) that would require notification by mail to adjacent property owners, nor did it require posting of the subject property. The text amendment involved amending the setback regulations for the entire RM-20 zoning district. Since the Planning and Zoning Board is a recommending body and is not the governing body, public notice was not required at this point in the process. Thus, when the applicant's request is reviewed by City Council, the public notice for the text amendment ordinance will be advertised in the Palm Beach Post per the requirements outlined in Section 166.041 of the Florida Statutes.

2. Since the proposed text amendment involved amending the regulations for an entire zoning district (the

RM-20 Zoning District) and was not site specific (the applicant's site), mail notification and posting of the subject site is not a required action.

3. Regarding the site plan request, Section 31-4 does not require a public notice (such as mail notification or sign posting) for a proposed site plan review. Therefore, the subject site was not posted nor was adjacent property owners notified regarding the site plan request. Thus, the Planning and Zoning Board requested that the City Council direct the Planning and Zoning Staff to pursue a City-initiated a text amendment to Section 31-4, that would require mail notification and sign posting for all future site plan review projects. That text amendment has been approved and is now a requirement in Section 31-4 for all future site plan review projects.

4. Prior to the applicant's request moving forward to the City Council, the applicant indicated that they would arrange a public community meeting to review and discuss their project with the residents near the proposed site.

5. On March 14, 2025, the applicant and their Land Use Attorney (Ms. Hope Calhoun), held a Community meeting for the residents located within a 300-foot radius of the subject property. The applicant included a copy of the notice that was sent to residents; submitted a mailing list of those sent mailers; and submitted a copy of those residents that attended the meeting. This meeting was held by the applicant based on comments from the Planning and Zoning Board. The Planning and Zoning Staff has included copies of this meeting in the applicant's back-up materials for the Council's review.

Request:

HHC Singer Island, LLC ("Applicant"), is the owner of the +/- 3.33-acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the southeast corner of Gulfstream Way and N Ocean Drive, in the City of Riviera Beach ("City"). The Property has a zoning designation of RM-20, High Density Multiple Family, and a land use designation of MF-20, High Density Multiple Family. Currently, the Property is undeveloped.

The Applicant is requesting site plan approval to develop the Property with a two hundred (200) foot tall, 52-unit luxury high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"). As proposed, the Project will have amenities with indoor and outdoor recreational spaces. As proposed, at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet.

Consistent with the intent of the City's Land Development Code ("Code"), the Project includes open space, particularly due to the landscaped rooftop amenities, which include a racquet court, outdoor living spaces and fixed landscape planters. Other significant open space features consistent with the features described in the proposed text amendment outlined below include an overall reduction in the amount of lot coverage and additional accessory structure setback at grade. The Project was carefully designed after several iterations aimed at conforming to the City's Code proved unsatisfactory. Each attempt to adhere to the

Code's dimensional regulations resulted in obstructed view corridors from the adjacent neighboring towers, smaller living units, and a less attractive and less efficient overall building design.

Text Amendment Rationale

As a result of the foregoing, and together with the site plan approval, the Applicant is also requesting a text amendment to amend Section 31-243(e) of the City's Code to allow for a modification to the Code's high-rise setback requirement in order to allow for the creation of the building proposed which is both aesthetically pleasing and functional. Based on extensive discussions with City staff, both staff and the Applicant have determined that the best way to satisfy the intent of the Code, and further the City's long-term redevelopment efforts, is to amend the high rise set back definition. The proposed text amendment permits projects within the RM-20 zoning district to provide additional open space in lieu of an additional two feet of setback from each property line for each story above 10 stories.

In addition, the intent of the high-rise setback is:

To ensure all buildings receive adequate natural light
1. To ensure sufficient ventilation
2. To protect entities such as water bodies located close to a building from being adversely affected by the construction and human inhabitation
3. To protect one building from the shadow of another, which would otherwise obstruct adequate provision of ventilations and sunlight
4. To protect buildings from noise-causing elements such as nearby industries, airports or highways
5. To ensure easy access to the buildings
6. To utilize an applicant's contribution to the Parks and Recreation trust fund to create additional park/landscape open space.

The applicant's proposed site plan will meet the intent of the high-rise setback requirement while providing a contribution to a Trust Fund that will be created to provide additional landscape open space and recreational space for the residents of this City.

Location:
The subject property is located along the east side of North Ocean Drive, within the High-Density Multiple Family Residential: Up to 20 Dwelling Units per Acre Land Use Classification (MF-20), and has a Multi-Family (RM-20) Zoning District Designation.

Adjacent Property Description & Uses:

North: The Martinique Condominium – High Density Multi-Family (RM-20) Zoning District

South: The Oasis Singer Island Condominium – High Density Multi-Family (RM-20) Zoning District

East: The Intracoastal

West: North Ocean Drive – Right of Way (ROW)

Staff Analysis:

The following below is a review and analysis of the applicant's compliance with staff's land use and rezoning criteria. Staff's response is indicated in **bold**.

Text, Land Use and Rezoning Analysis:

1) Whether the proposed amendment is consistent with all elements of the city comprehensive plan;

In review of the Comprehensive Plan, the Planning and Zoning Staff has determined that the proposed setback modifications will allow for the continuation of the following setback benefits to the surrounding area:

- **Utilities: Setbacks allow for easy access to replace or repair utilities.**
- **Emergencies: The Setbacks will continue to allow first responders like firefighters to have enhanced access in an emergency.**
- **Natural light: The Setbacks will continue to ensure neighbors' homes aren't impeding the natural light entering your home.**
- **Ventilation: The Setbacks will continue to ensure fresh air can circulate around a building(s). And if you're close to a major roadway, the existing setback will continue to ensures you're not breathing exhaust.**
- **Sound: The proposed side setbacks will continue to assist to keep residential high-rise building(s) free of noise pollution from nearby roads and neighbors.**
- **Improve aesthetics: The proposed amendment will continue to allow the side yard setbacks ensure that high-rise neighborhoods are designed and built with enough room for green space and sidewalks.**

Thus, the proposed amendment will allow the proposed side yard setbacks to continue to ensure structures aren't too close to one another in case of a fire or natural weather events. A site plan application has been submitted in addition to the proposed zoning code amendment.

2) Whether there exist changed conditions which require an amendment;

Staff's Response: The changed conditions consist of a pattern of redevelopment and new development in this area, due unprecedented demands for housing as the State of Florida is one of the most desirable places in the country to live and work. The demand for housing supports revitalization to use vacant and underutilized properties.

3) Whether the proposed amendment is in conformance with all applicable portions of the city development code;

Staff's Response: The proposed text amendment, shall follow all applicable land use and zoning portions within this Land Use and Zoning Classification by allowing the impact of the side yard setback to remain while allowing for recreation open space/landscape area provisions to be implemented as a part of the City's Code of Ordinances.

4) Whether and the extent to which the proposed amendment is inconsistent with existing and proposed land uses;

Staff's Response: The proposed text amendment shall be consistent with the existing Multiple Family High Density Residential (up to 20 units per acre – MF-20) land use classification and consistent with the RM-20 Zoning regulations.

5) Whether and the extent to which the proposed amendment would exceed the capacity of public facilities, including but not limited to transportation, sewerage, water supply, parks, fire, police, drainage, schools, and emergency medical facilities;

Staff's Response: It is not anticipated that the proposed amendment would create a use that will not exceed existing capacity for public facilities. If this amendment is approved, the applicant will be able to submit a site plan to the Planning Board to review for a recommendation to the City Council. The proposed text amendment is a minimal request to allow the use of the subject site.

6) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment;

Staff's Response: The proposed amendment will have no adverse impacts on the natural environment. Due to the urban environment of the surrounding area, staff does not anticipate any adverse impacts to the surrounding area.

7) Whether and the extent to which the proposed amendment would adversely affect property values in the area;

Staff's Response: Currently, the subject Property is vacant and underutilized, which does not increase property values. Conversely, incentivizing the development of the Property in a manner that is more consistent with its land use designation could result in positive impacts to the surrounding community that would translate to an increase in property values

8) Whether and the extent to which the proposed amendment would result in an orderly and logical development pattern, and the specific identification of any negative effects on such pattern.

Staff's Response: Staff anticipates that the proposed text amendment would result in a more orderly and logical development pattern. It is exactly consistent with the residential policies of the City's Comprehensive Plan and is following the current development pattern in this area.

Proposed Use:

Staff's Response: The proposed use shall be a 200-foot (220 with mechanical area on the roof) high condominium high-rise residential development which is permitted within the High-Density Multiple Family Dwelling District (RM-20) Zoning District and compatible with the MF-20 High Density Multiple Family Residential (up to 20 dwelling units per acre) Land Use designation of the City's Zoning Land Development Code and the City's Comprehensive Plan.

Proposed Building:

Staff's Response: There will be one high-rise residential condominium building proposed, to serve 52 condominium owners. The Applicant is requesting site plan approval to develop the Property with a two hundred (+/-200) foot tall, 52-unit luxury high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"). As proposed, the Project will have amenities with indoor and outdoor recreational spaces. As proposed, at 200 feet, the Project is shorter than the existing condominium projects on either side. The Martinique stands at 314 feet and the Oasis, which stands at 254 feet.

Parking/Traffic

Staff's Response: Parking shall be provided on-site. The applicant is required to provide 104 parking spaces on site (two parking spaces per unit) and is providing 121 parking spaces. Also, please see the Palm Beach County Traffic Performance Letter below:

Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov

Palm Beach County Board of County Commissioners
Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel G. Flores
Marci Woodward
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"

printed on sustainable and recycled paper

September 26, 2025

Andrea M. Troutman, P.E.
Pinder Troutman Consulting, Inc.,
601 Heritage Dr, Suite 493
Jupiter, FL 33458

RE: 3930 N Ocean Dr
Project #: 250907 (Previously: 240811)
Traffic Performance Standards (TPS) Review

Dear Ms. Troutman:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated August 6, 2024, revised September 8, 2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Riviera Beach
Location:	Eastside of N Ocean Dr, 0.77 mi N of E Blue Heron Blvd bend
PCN:	56-43-42-22-00-000-5010
Access:	One full access driveway onto N Ocean Dr (As used in the study and is NOT necessarily an approval by the County through this TPS letter)
Existing Uses:	Vacant
Proposed Uses:	Residential Multi-Family High-Rise = 52 DUs
Total Daily Trips:	236
Total Peak Hour Trips:	14 (4/10) AM; 17 (11/6) PM
Build-out:	December 31, 2029

Based on our review, it is concluded that the proposed project will generate less than 21 additional peak hour trips and, therefore, a detailed traffic study is not required. The project is exempt from Palm Beach County TPS, since the site is located within the Coastal Residential Exception Area (CREA).

Please note a conceptual driveway pre-approval letter from the FDOT must be obtained for the access connection onto N Ocean Drive.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

Rahman

Moshiur Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:ep

ec: Addressee
Mary Savage Dunham, Assistant Director of Development Service, City of Rivera Beach
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division
Alberto Lopez - Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\MR\MUN\APPROVED\2025\250907 3930 N OCEAN DRIVE.DOCX

Zoning Regulations:

Staff's Response: The proposed site plan shall be is consistent with the City's Land Development Regulations. **As proposed, the project complies with Section 31-242 – Use Regulations; Section 243 – Property Development Standards; and Section 31-244 – Parking.**

Comprehensive Plan:

Staff's Response: The proposed site plan shall be consistent with the City's Comprehensive Plan. **According to the Future Land Use Map, the subject property has an MF-20 High Density Multiple Family Residential (up to 20 dwelling units per acre) Land Use designation of the City's Zoning Land Development Code and the City's Comprehensive Plan.**

Uses:

Staff's Response: The site is currently a vacant parcel and is proposed to be used for the construction of a luxury condominium.

Compatibility:

Staff's Response: This proposed use is designed to be compatible with the RM-20 Zoning District which is designed to allow high-rise residential uses.

Levels of Service:

Staff's Response: Customary services such as water, sewer, roads and garbage collection are available to the site

Recommendation:

The Planning and Zoning Staff has reviewed and request that the City Council approve the proposed text amendment and site plan approval subject to the following conditions:

1. Required before a Certificate of Occupancy or Certificate of Completion is issued.

2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.

3. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 10% from the originally approved site plan.

4. This development must receive final Certificate of Occupancy from the City for all buildings approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan and special exception approval and re-initiate the site plan approval process.

5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.

6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.

7. The applicant shall complete a MEAHOP agreement for review by City Council. In addition, the applicant shall provide a minimum contribution of $840,000 to the Housing Trust Fund.

8. The applicant shall contribute $100,000 into the Park and Recreation Trust Fund.

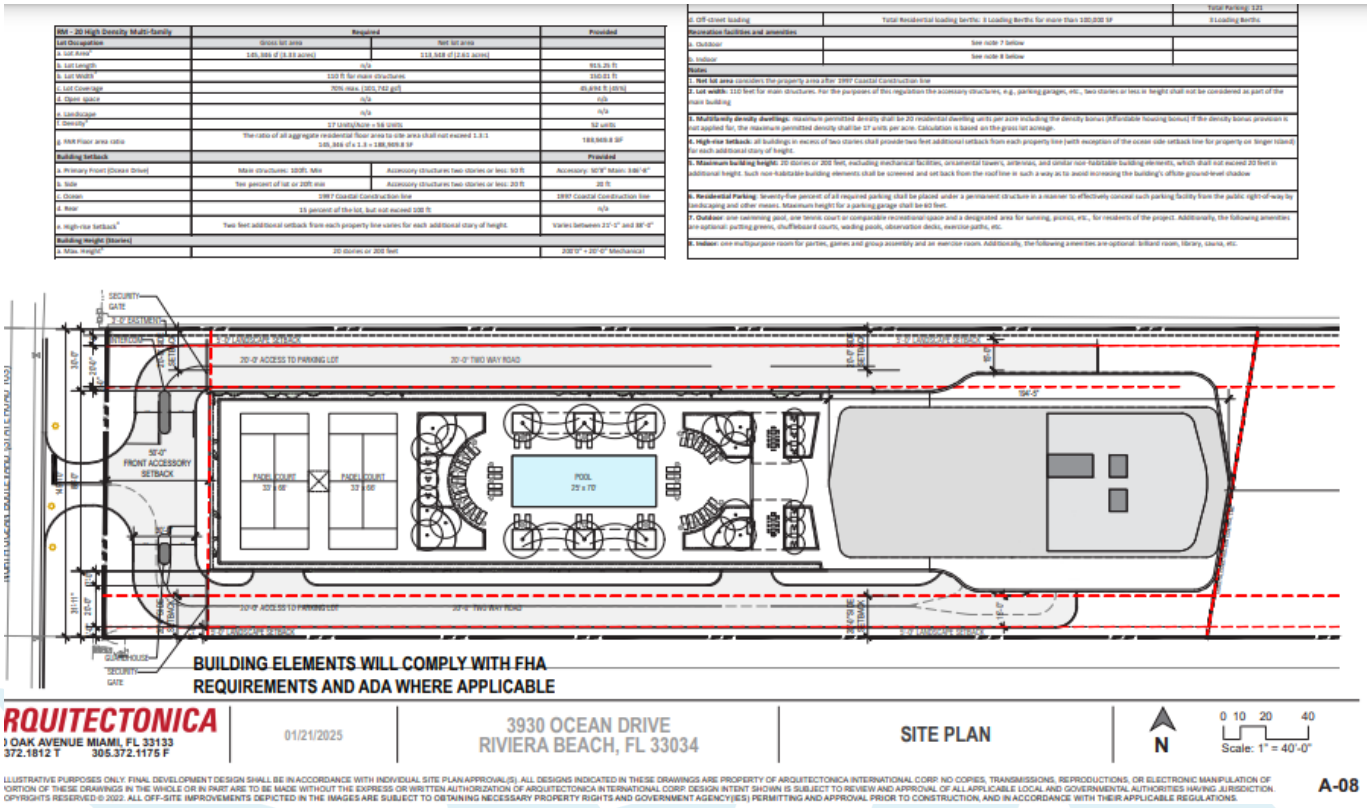
.

General Site Location – N.T.S.



PROPERTY ADDRESSES: 3930 North Ocean Drive
DESCRIPTION (P.C.N.s): 56-43-42-22-00-000-5010

Site Plan



The Proposed Text Amendment Language is Attached:

(5) Minimum building setbacks:

a. Front:

1. Main structures more than two stories in height, 100 feet.
2. Main structures two stories or less in height, 50 feet.
3. Accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., 50 feet. This regulation does not apply to ornamental walls and gatehouses, which shall set back 15 feet from the front property line.

b. Side:

1. Ten percent of the lot or 20 feet, whichever is greater, shall be maintained for all structures, excluding accessory structures two stories or less.
2. The accessory structures, e.g., parking garages, recreational decks, boiler and generator rooms, etc., which are two stories or less, shall be set back a minimum of 20 feet.

c. Rear: 15 percent of the lot, but not to exceed 100 feet.

d. Ocean: the 1997 Coastal Construction Control Line.

e. High-rise setback:

1. Except as specified in subsection (5)(e)(2) below, all buildings in excess of two stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.

2. A building that complies with the following standards shall not be required to provide two feet additional setback from each property line:

a. Development pays fee in lieu of additional open space to the Parks and Recreation trust fund pursuant to Section 31-243(12).

b. Property abuts North Ocean Drive and has less than 200 feet of frontage along North Ocean Drive.

c. The tower portion of the structure (any floor in excess of two stories) shall have a minimum aerial distance of 36 feet from the property line.

f. For property located west of Lake Worth, minimum setbacks are as follows:

1. Front: 20 feet.

2. Side: seven feet; 12½ feet on side street.

(6) Rear: 15 percent of the length of the lot or 20 feet, whichever is less.

(7) High-rise setback: all buildings in excess of two stories shall provide two feet additional setback from each property line for each additional story of height.

(8) Floor area ratio: the ratio of all aggregate residential floor area to site area shall not exceed 1.3:1.

(9) Maximum lot coverage: 70 percent of the aggregate site area computed in subsection (3) of this section, density transfer, for all structures inclusive of accessory structures, i.e., parking structures, recreational decks, boiler and generator rooms, etc.

(10) Maximum north/south width: 110 feet for main structures. For the purposes of this regulation the accessory structures, e.g., parking garages, etc., two stories or less in height shall not be considered as part of the main building.

(11) Minimum recreation facilities and amenities:

a. Outdoor: one swimming pool, one tennis court or comparable recreational space and a designated area for sunning, picnics, etc., for residents of the project. Additionally, the following amenities are optional: putting greens, shuffleboard courts, wading pools, observation decks, exercise paths, etc.

b. Indoor: one multipurpose room for parties, games and group assembly and an exercise room. Additionally, the following amenities are optional: billiard room, library, sauna, etc.

c. Note: a pavilion may be provided, either inside or outside, as a substitute for one of the above minimum requirements.

(12) Parks and Recreation trust fund established; contributions in lieu.

a. There is hereby established a Parks and Recreation Trust Fund. Contributions to the Parks and Recreation Trust Fund are voluntary and are separate and apart from any park impact fee assessed by the city.

b. Funds withdrawn from the Parks and Recreation Trust Fund shall be used for the purpose of building, preserving, rehabilitating, and/or otherwise providing access to recreational and open space to residents and visitors of the city. However, such funds shall not be used to pay for infrastructure projects.

c. The finance department shall administer the Park and Recreation Trust Fund. At least once each fiscal year, the city manager or designee shall present to the city council a report on the status of the parks and recreation trust fund.

d. In lieu of meeting the setback requirement of section 31-243(5)(e)(1), the developer of a building that meets the requirements of section 31-243(5)(e)(2) may contribute to the Parks and Recreation Trust Fund according to the following calculations and payment schedule:

1. The contribution shall be equal to $50,000.00 for every .25 acres of open space that a high rise development does not provide as required by section 31-243(5)(e)(1), with a minimum contribution of $100,000.00 to be paid per project.

2. One half of the contribution shall be paid to the Parks and Recreation Trust Fund prior to the issuance of the first building permit for the Development. Site work permits and infrastructure work shall be considered a building permit for the purposes of this ordinance. The remainder of the fee in lieu shall be paid to the City prior to the issuance of the first certificate of occupancy for the development. For the purposes of this ordinance, temporary certificates of occupancy shall be considered a Certificate of Occupancy.

AGENT AUTHORIZATION FORM

Owner(s) of Record: HHC Singer Island LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared MARIO A. ROMINE

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property: an authorized signatory of

22/23-42-43, N 150 FT OF S 1,315 FT OF SEC 22 LYG E OF & ADJ TO N OCEAN DR & N 150 FT OF S 1,315 FT OF SEC 23

the street address of which is: 3930 N Ocean Drive

and that we hereby appoint:

Name: Hope Calhoun, Esq. and Miskel Backman LLP
Address: 14 SE 4th Street, Suite 36
Boca Raton, FL 33432
Telephone: 561-405-3324

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

Mario A Romine (Seal)

(Seal)

(Seal)

Sworn to and subscribed before me this 17 day of July, 2024.

Carol Abramson
Notary Public

CAROL ABRAMSON
Commission # HH 208304
Expires April 14, 2026

SITE PLAN APPROVAL PROCEDURE

Application Information Sheet

STEP 1. **PRELIMINARY REVIEW OF SUBMISSION**

SIX (6) SETS OF A STAPLED AND FOLDED PACKAGE CONTAINING DRAWINGS TO SCALE AND DIMENSIONED

1. **SITE PLAN**
   a. Special site plan drawing with information block showing zoning, parking calculations, site area, building coverage, pervious/impervious areas, location map.
   b. Dimensions should include – lot, landscape strips, setbacks, roads, internal circulation areas, building(s), typical parking spaces, dumpster pads/enclosures, sign locations. It should be noted that sign approval requires separate building permit submission.
   c. Provide a digital copy of the site plan drawing with State Plan Coordinates in AutoCAD 2000 (.DWG) or Shapefile (.shp) format.

2. **LANDSCAPE PLAN and ENVIRONMENTAL ASSESSMENT**
   a. Show compliance with the City of Riviera Beach Land Development Code
   b. Drawings and/or narrative sufficient to describe the relevant flora and fauna which may be on the site. Tree survey may be required.

3. **ARTERIAL ROAD DESIGN AND STANDARD**
   a. Design standards for all non-residential properties fronting the following roads are required:
      - Dr. Martin Luther King, Jr. Boulevard
      - Old Dixie Highway
      - Blue Heron Boulevard
      - 13th Street
      - Military Trail
      - Congress Avenue
   b. Drawings indicating the appearance standards are required and addressed under Ordinance 2833.
   c. Only one monument sign is permitted per site with maximum square footage of 42 square feet.

4. **UTILITY and DRAINAGE PLAN**
   a. Conceptual plan, indicating location of lines and tie-ins, proposed hydrants, if applicable
   b. Conceptual plan to include existing and proposed major elevations.
   c. Show easement, existing and proposed.
   d. Show conceptually how retention area will provide treatment for one-hour storm.

5. **TRAFFIC ASSESSMENT**
   a. If traffic trip generation is under 500 T.P.D. then a properly formulated traffic statement is adequate. Traffic generation above this level will require a traffic engineer prepared traffic study. Provide total ADT (Average Daily Trips) for project [from Traffic Statement, Traffic Study or Table 1 in Sec. 23.AA – 28.3 of Code].

b. Palm Beach County Traffic Assessment Requirements: Applicant must submit a Traffic Impact Study for Palm Beach County to receive concurrency approval in accordance with Sec. 23-131 of the Palm Beach County Traffic Performance Code.

6. BUILDING ELEVATIONS

a. Front, rear, and both sides.
b. Show finishes (color, materials).
c. Elevators are required to be in color showing building finishes, lighting, canopies, etc. Plans shall have a minimum sheet size of 8 ½ "x 14". Plans larger than 8 ½ "x 14" shall be folded individually. Reduced copies of the site plan on 11" x 17" sheets are required for the City Council. (Note: Plans for submittal to the Planning and Zoning Board and City Council shall be provided after all comments and requirements by staff have been satisfied.

7. FLOOR PLAN

a. Conceptual (construction details are not necessary).

8. NARRATIVE OR COVER LETTER

a. Describe project purpose and details of intended use, including phasing and relationship to surrounding area.
b. Include estimate of employment and student population generated by project, if applicable.

9. CONCURRENCE COMPLIANCE

a. Traffic Generation: Total ADT (Average Daily Trips) for project [from Traffic Statement, Traffic Study or Table I in Sec. 31-715 of Code]
b. Sanitary Sewer: Total gallons per day produced by project - [from calculations or Table III in Section 31-717 of Code]
c. Potable Water: Total gallons per day required by project [from calculation or based on Table II in Section 31-716 of Code]
d. Drainage: Does project detain on-site the first inch of run-off or run-off from a one-hour storm (3 year)? Note: All developments of one acre or more are required to obtain an NPDES permit prior to obtaining a City Building permit, and provide PPP and BMP plans.
e. Solid Waste: Total pounds of waste generated per day by project [from calculations or based on Table IV in Section 31-718 of Code]
f. Recreation: If a residential project, list proposed public recreational or park elements of project (in acres)
g. School Concurrency: The School Concurrency Application and Service Provider Form must be completed and submitted with this application. Please refer to the attached School Concurrency Application and Service Provider Form for related fees.

STEP 2: DEPARTMENTAL REVIEW, COMMENTS TO APPLICANT AND REVISIONS TO PROJECT

After departmental review (approximately four weeks), the applicant will receive a letter from Community Development outlining department concerns and comments. The departmental review process repeats until staff is satisfied with revisions. Applicant will then provide six (6) full size packages of accordion folded, revised plans. These

must be provided to Staff a minimum of fourteen (14) days prior to the next Planning and Zoning Board Meeting in order to be included on the Agenda. The Board meets the second Thursday of each month. Staff comments to the Board are available for pickup the Monday prior to the Thursday Planning and Zoning Board meeting.

STEP 3: **PLANNING AND ZONING BOARD MEETING**

Applicant, or agent, **must** be in attendance to present their project and to address concerns of the Planning and Zoning Board. The City will provide a laptop, projector and video screen to be used in the presentation. Applicants intending to use these devices must inform Staff at least three business days in advance of the Planning and Zoning Board meeting. The Board may recommend the City Council approve, approve with conditions, deny, or table the project.

STEP 4: **SUBMITTAL FOR COUNCIL MEETING**

Any revisions required as a result of the Planning and Zoning Board's conditions, shall be incorporated (by applicant) into the package for submission to the City Council. Six (6) **reduced size copies** on 11" x 17" sheets of the final site plan must then be provided for the City Council agenda along with the other package items a minimum of twenty-one (21) days prior to meeting. The City Council meets the first and third Wednesday of each month.

A complete package for submission to the City Council includes the following items:

1. Uniform Land Use Application
2. Project Narrative
3. Response(s) to Departmental Comments
4. Site Plan
5. Landscape Plan
6. Elevations

Applicants seeking to expedite the approval process should submit revised packages as soon after the Planning and Zoning Board meeting as possible in order to have the project placed on the City Council Agenda.

STEP 5: **COUNCIL MEETING**

The project then goes before the City Council for decision. Applicant must be in attendance. Applicant will be allowed to make a brief presentation about the project. The City will provide a laptop, projector and video screen to be used in the presentation. Applicants intending to use these devices must inform Staff at least three business days in advance of the City Council meeting. The City Council may approve, approve with conditions, deny, or table the project.

STEP 6: **UPON APPROVAL APPLICANT MAY APPLY FOR BUILDING PERMIT**

Applicant will be formally notified of decision and any conditions which may be attached. Two (2) folded sets of the approved site plan complying with conditions shall be submitted to the Community Development Department within fifteen (15) days of the Council hearing. Plans must be submitted and approved by the Planning Division before building permits can be issued.

For Staff Use Only

City of Riviera Beach	Date:	Case Number:
Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404 Phone: (561) 845-4060 Fax : (561) 845-4038	Project Title:	
	Fee Paid:	Notices Mailed:
	1st Hearing:	2nd Hearing:
	Publication Dates (if required)	

UNIFORM LAND USE APPLICATION

(Please attach separate sheet of paper for required additional information)

Complete appropriate sections of Application and sign.

APPLICANT

Name of Property Owner(s): HHC Singer Island LLC

Mailing Address: 601 N CONGRESS AVE, STE 114, DELRAY BEACH, FL 33445

Property Address: 3930 N OCEAN DR

Name of Applicant (if other than owner):

Home: ( ) Work: ( ) Fax: ( )

E-mail Address: Please contact agent.

PLEASE ATTACH LEGAL DESCRIPTION

PROPERTY

Future Land Use Map Designation: MF-20 Current Zoning Classification: RM-20

Square footage of site: 145346 Property Control Number (PCN): 56434222000005010

Type and gross area of any existing non residential uses on site: Vacant

Gross area of any proposed structure: 188,949.8

Is there a current or recent use of the property that is/was in violation of City Ordinance? [ ] Yes [✓] No

If yes, please describe:

Have there been any land use applications concerning all or part of this property in the last 18 months? [ ] Yes [✓] No

If yes, indicate date, nature and applicant's name:

Briefly describe use of adjoining property: North: Residential

South: Residential

East: N/A

West: Residential

REZONE

Requested Zoning Classification:

Is the requested zoning classification contiguous with existing?

Is a Special Exception necessary for your intended use? [ ] Yes [ ] No

Is a Variance necessary for your intended use? [ ] Yes [ ] No

FUTURE LAND USE	
	Existing Use: Proposed Use:
	Land Use Designation: Requested Land Use:
	Adjacent Land Uses: North: South:
	East: West:
	Size of Property Requesting Land Use Change:

SPECIAL EXCEPTION	
	Describe the intended use requiring a Special Exception:
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
	Off-Site:
	Other:

VARIANCE	
	Describe the Variance sought:
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

SITE PLAN

Describe proposed development:
Multi-Family Residential

Demonstrate that proposed use is appropriate to site:
Please see attached narrative.

Demonstrate how drainage and paving requirement will be met:
See attached plans.

Demonstrate any landscaping techniques to visually screen use from adjacent uses:
See attached plans.

Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
Please see attached narrative.

Demonstrate how utilities and other service requirements of the use can be met:
See attached plans.

Demonstrate how the impact of traffic generated will be handled:
On-site: Please see attached narrative.
Off-site: Please see attached narrative.

OTHER

COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:

- Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit.
- Antenna manufacture cut sheets including antenna size and shape.
- Zoning map of area with site clearly marked.
- Photos of existing building or tower and surrounding uses.
- Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional.
- Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop.
- Letter of structural capacity and building code compliance.
- Notes on plan or letter demonstrating floor area coverage not in excess of restrictions
- Provide Photo Enhancements of proposal.
- Statement that proposal is in compliance with Environmental Regulations prior to permit issue.

Confirmation of Information Accuracy

I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars ($500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.

Signature _____ Date _____

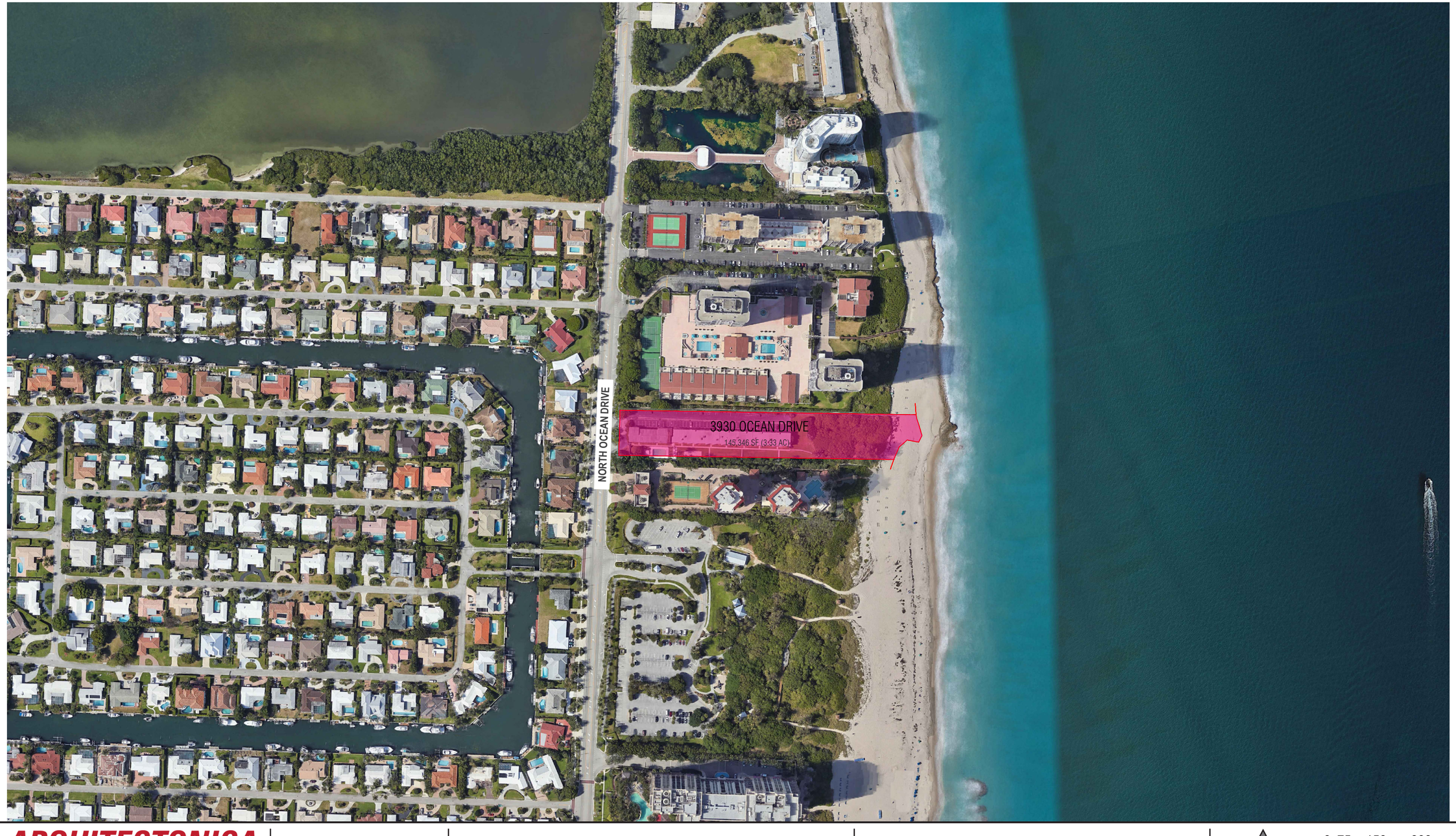
SINGER ISLAND
BY TURNBERRY

3930 NORTH OCEAN DR
RIVIERA BEACH, FL, 33404

JANUARY 21, 2025

TURNBERRY

ARQUITECTONICA



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305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

SITE

N

0 75 150 300
Scale: 1” = 300’-0”

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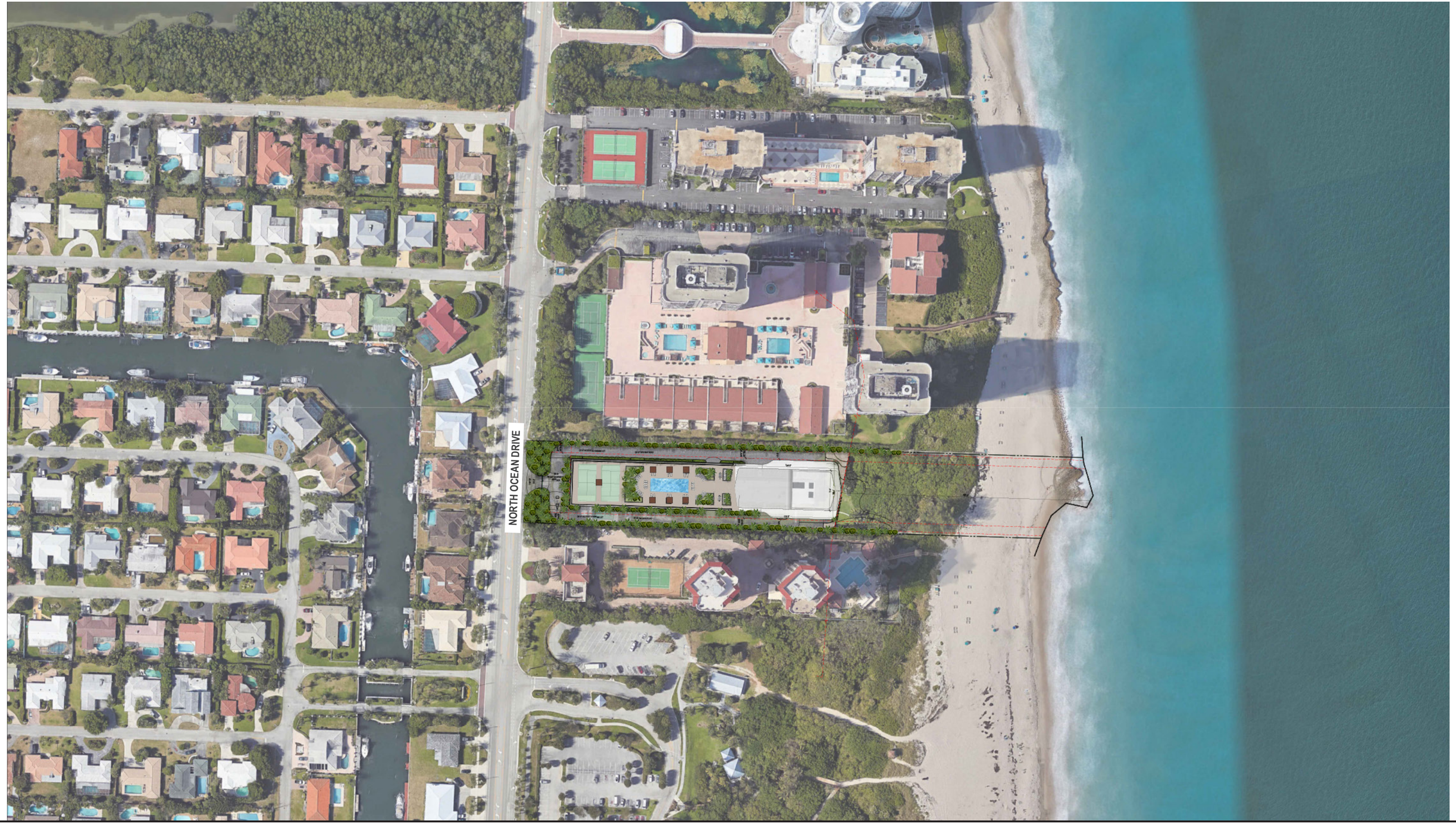

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SITE PLAN

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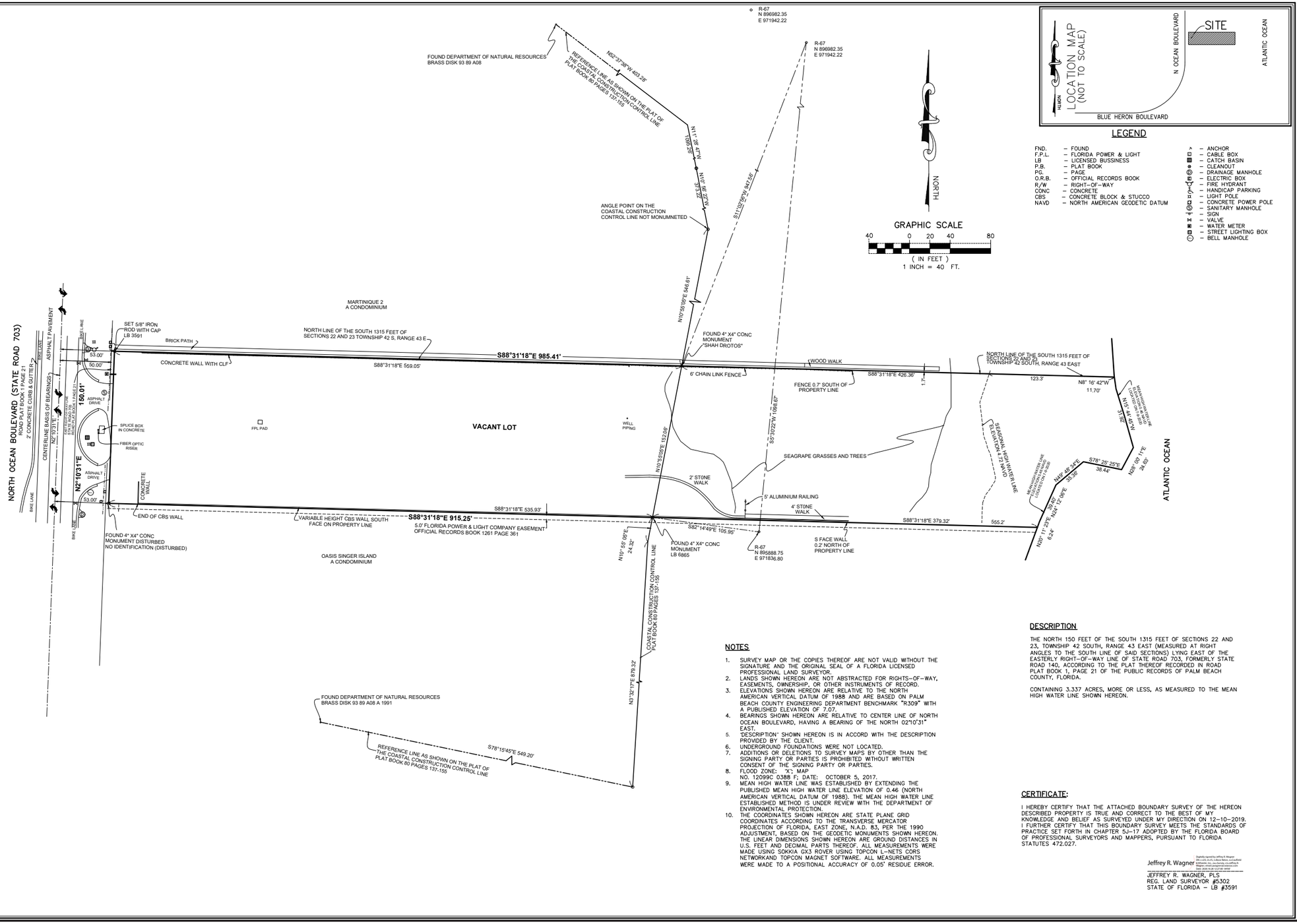

NOTES

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON PALM BEACH COUNTY ENGINEERING DEPARTMENT BENCHMARK "R309" WITH A PUBLISHED ELEVATION OF 7.07.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO CENTER LINE OF NORTH OCEAN BOULEVARD, HAVING A BEARING OF THE NORTH 02°10'31" EAST.
5. DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE: "X"; MAP NO. 12099C 0388 F; DATE: OCTOBER 5, 2017.
9. MEAN HIGH WATER LINE WAS ESTABLISHED BY EXTENDING THE PUBLISHED MEAN HIGH WATER LINE ELEVATION OF 0.46 (NORTH AMERICAN VERTICAL DATUM OF 1988). THE MEAN HIGH WATER LINE ESTABLISHED METHOD IS UNDER REVIEW WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
10. THE COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATES ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION OF FLORIDA, EAST ZONE, N.A.D. 83, PER THE 1990 ADJUSTMENT, BASED ON THE GEODETIC MONUMENTS SHOWN HEREON. THE LINEAR DIMENSIONS SHOWN HEREON ARE GROUND DISTANCES IN U.S. FEET AND DECIMAL PARTS THEREOF. ALL MEASUREMENTS WERE MADE USING SOKKIA GX3 ROVER USING TOPCON L-NETS CORS NETWORKAND TOPCON MAGNET SOFTWARE. ALL MEASUREMENTS WERE MADE TO A POSITIONAL ACCURACY OF 0.05' RESIDUE ERROR.

DESCRIPTION

THE NORTH 150 FEET OF THE SOUTH 1315 FEET OF SECTIONS 22 AND 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTIONS) LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 703, FORMERLY STATE ROAD 140, ACCORDING TO THE PLAT THEREOF RECORDED IN ROAD PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 3.337 ACRES, MORE OR LESS, AS MEASURED TO THE MEAN HIGH WATER LINE SHOWN HEREON.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON 12-10-2019. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

Digitally signed by Jeffrey R. Wagner
DN: c=US, st=FL, l=Boca Raton, o=Caulfield & Wheeler, Inc., ou=Surveying, cn=Jeffrey R. Wagner, email=jwagner@cwiweb.com
Date: 2020.01.24 13:57:00 -05'00'

JEFFREY R. WAGNER, PLS
REG. LAND SURVEYOR #5302
STATE OF FLORIDA – LB #3591

UPDATE SURVEY	10/19/2020	DH
REVISIONS	DATE	BY
FILE NAME 8987 SURVEY NAVD 1988--UPDATE.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - SURVEYING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

3930 N OCEAN AVENUE
BOUNDARY SURVEY

DATE	7-6-20
DRAWN BY	TMS
F.B./ PG.	ELEC.
SCALE	1 " = 40'

JOB #	8987
SHT.NO.	1
OF	1 SHEETS

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3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

SURVEY

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01/21/2025

3930 OCEAN DRIVE
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VICINITY

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Zoning Information

Lot adresses: 3930 N Ocean Dr, Riviera Beach, FL 33404
Folio numbers: 1001.011056.000
Existing land use: RM - 20 High Density Multi-family dwelling district

RM - 20 High Density Multi-family	**Required**		**Provided**
Lot Occupation	Gross lot area	Net lot area	
a. Lot Area[1]	145,346 sf (3.33 acres)	113,548 sf (2.61 acres)	
b. Lot Length	n/a		915.25 ft
b. Lot Width[2]	110 ft for main structures		150.01 ft
c. Lot Coverage	70% max. (101,742 gsf)		45,694 ft (45%)
d. Open space	n/a		n/a
e. Landscape	n/a		n/a
f. Density[3]	17 Units/Acre = 56 Units		52 units
g. FAR Floor area ratio	The ratio of all aggregate residential floor area to site area shall not exceed 1.3:1 145,346 sf x 1.3 = 188,949.8 SF		188,949.8 SF
Building Setback			**Provided**
a. Primary Front (Ocean Drive)	Main structures: 100ft. Min	Accessory structures two stories or less: 50 ft	Accessory: 50'8" Main: 346'-8"
b. Side	Ten percent of lot or 20ft min	Accessory structures two stories or less: 20 ft	20 ft
c. Ocean	1997 Coastal Construction line		1997 Coastal Construction line
d. Rear	15 percent of the lot, but not exceed 100 ft		n/a
e. High-rise Setback[4]	Two feet additional setback from each property line varies for each additional story of height.		Varies between 21'-1" and 38'-0"
Building Height (Stories)			
a. Max. Height[5]	20 stories or 200 feet		200'0" + 20'-0" Mechanical
Parking			
a. Residential Parking[6]	Min two parking spaces per unit: 104 Total parking spaces		104 Parking spaces
b. Valet Parking	n/a		12 Parking spaces
			116 Total Parking
c. ADA Parking[7]	Accessible spaces: 5 min		5 ADA Parking
			Total Parking: 121
d. Off-street loading	Total Residential loading berths: 3 Loading Berths for more than 100,000 SF		3 Loading Berths
Recreation facilities and amenities			
a. Outdoor	See note 7 below		
b. Indoor	See note 8 below		
Notes			
1. **Net lot area** considers the property area after 1997 Coastal Construction line			
2. Lot width: 110 feet for main structures. For the purposes of this regulation the accessory structures, e.g., parking garages, etc., two stories or less in height shall not be considered as part of the main building			
3. Multifamily density dwellings: maximum permitted density shall be 20 residential dwelling units per acre including the density bonus (Affordable housing bonus) If the density bonus provision is not applied for, the maximum permitted density shall be 17 units per acre. Calculation is based on the gross lot acreage.			
4. High-rise Setback: all buildings in excess of two stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.			
5. Maximum building height: 20 stories or 200 feet, excluding mechanical facilities, ornamental towers, antennas, and similar non-habitable building elements, which shall not exceed 20 feet in additional height. Such non-habitable building elements shall be screened and set back from the roof line in such a way as to avoid increasing the building's offsite ground-level shadow			
6. Residential Parking: Seventy-five percent of all required parking shall be placed under a permanent structure in a manner to effectively conceal such parking facility from the public right-of-way by landscaping and other means. Maximum height for a parking garage shall be 60 feet.			
7. Outdoor: one swimming pool, one tennis court or comparable recreational space and a designated area for sunning, picnics, etc., for residents of the project. Additionally, the following amenities are optional: putting greens, shuffleboard courts, wading pools, observation decks, exercise paths, etc.			
8. Indoor: one multipurpose room for parties, games and group assembly and an exercise room. Additionally, the following amenities are optional: billiard room, library, sauna, etc.			

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01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

ZONING TABLE

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	Singer Island / 2023.12.12			
	F - F	Elev.	Levels	Proposed Floor area
	Top of Roof	+220.00'	17	-
Mechanical Roof	20'-0	+200.00'	16	-
Penthouse	17'-0	+183.00'	15	12,556 SF
	12.25	+170.75'	14	12,556 SF
	12.25	+158.50'	13	12,556 SF
	12.25	+146.25'	12	12,556 SF
	12.25	+134.00'	11	12,556 SF
	12.25	+121.75'	10	12,556 SF
	12.25	+109.50'	9	12,556 SF
	12.25	+97.25'	8	12,556 SF
	12.25	+85.00'	7	12,556 SF
	12.25	+72.75'	6	12,556 SF
	12.25	+60.50'	5	12,556 SF
	12.25	+48.25'	4	12,556 SF
	12.25	+36.0'	3	12,556 SF
Amenity	14'-0	+22.0'	2	11,378 SF
Garage L2 & Mezzanine	11'-0	+11.0'	1.5	2,954 SF
Garage L1 & Lobby	11'-0	+0.0'	1	11,252 SF
Total Building Height:	**220'-0"**		**Total Floor Area:**	**188,949.8 SF**
			Maximum Floor area as per FAR ratio:	**188,949.8 SF**

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305.372.1812 T 305.372.1175 F

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3930 OCEAN DRIVE
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DATA TABLE

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b. Indoor	See note 8 below	

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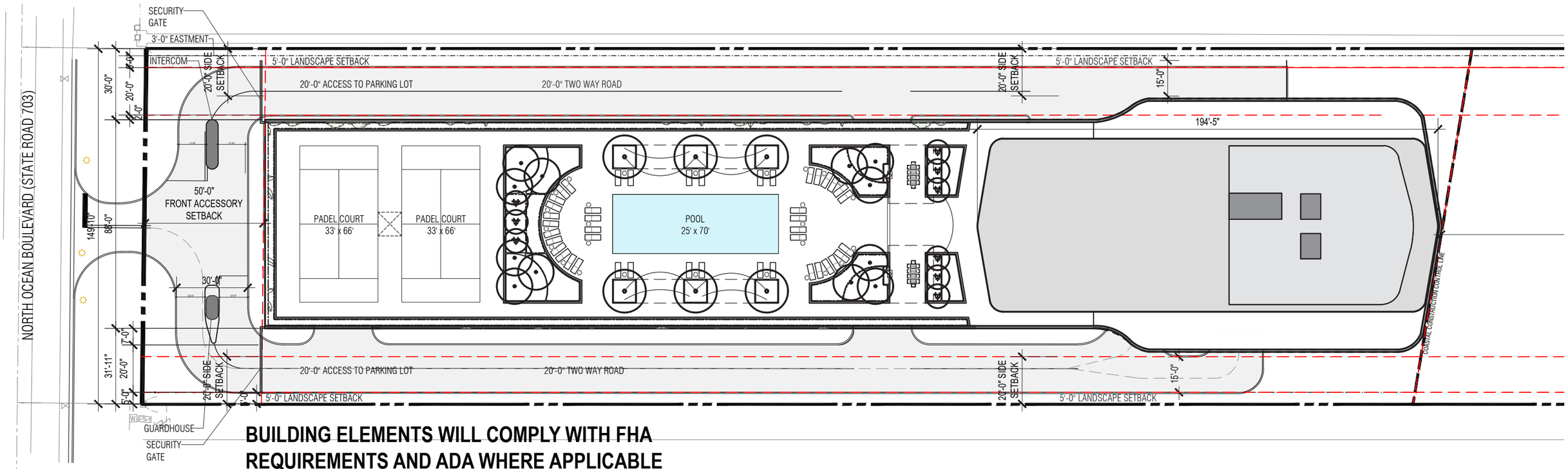

BUILDING ELEMENTS WILL COMPLY WITH FHA REQUIREMENTS AND ADA WHERE APPLICABLE

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3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

SITE PLAN

N

0 10 20 40
Scale: 1" = 40'-0"

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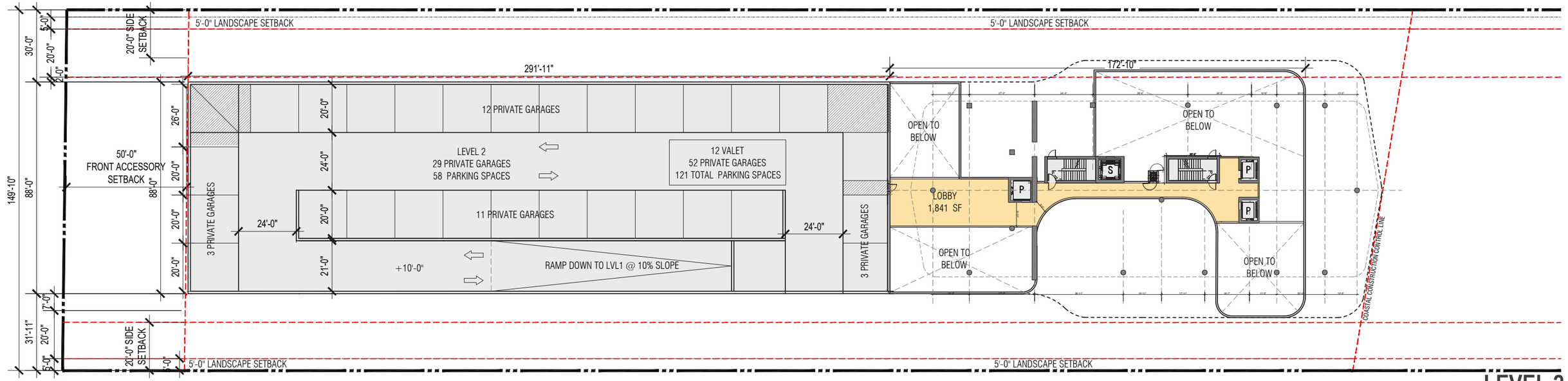
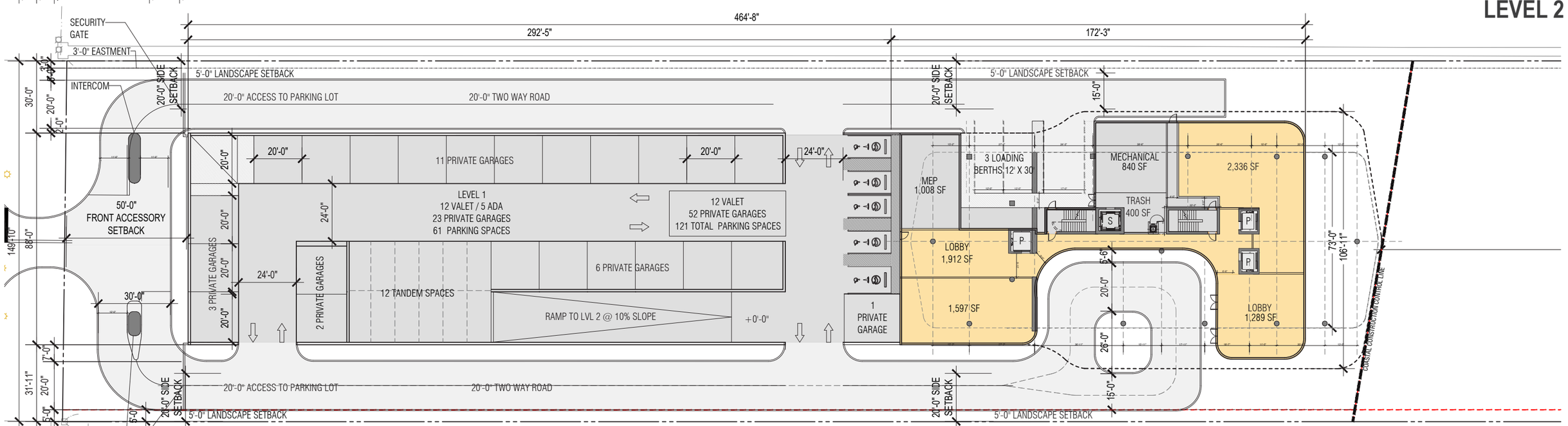


LEVEL 2



BUILDING ELEMENTS WILL COMPLY WITH FHA REQUIREMENTS AND ADA WHERE APPLICABLE

LEVEL 1

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

LEVEL 1 & 2

N

0 10 20 40
Scale: 1" = 40'-0"

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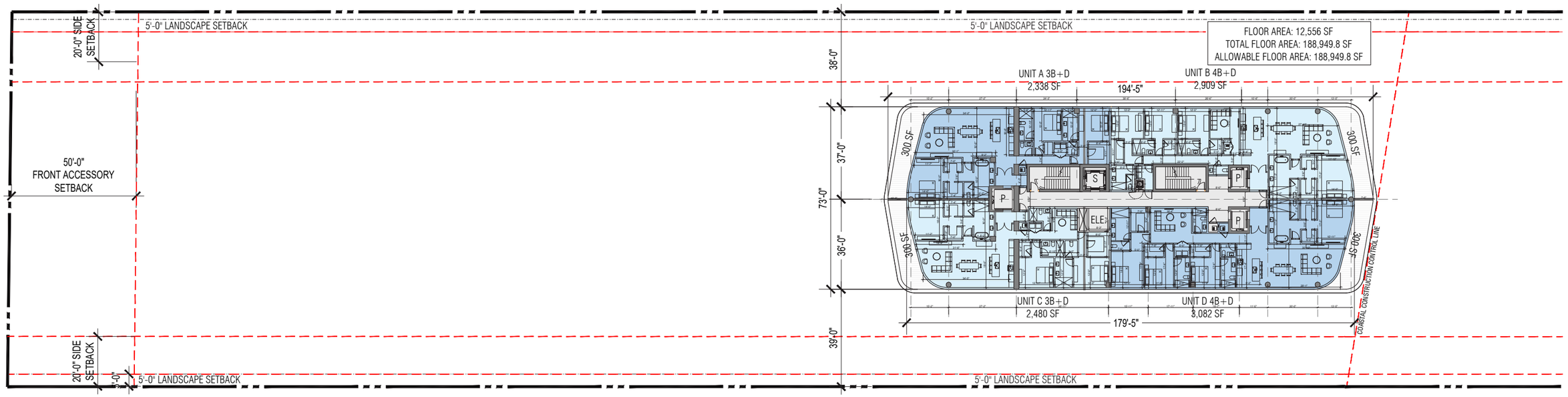
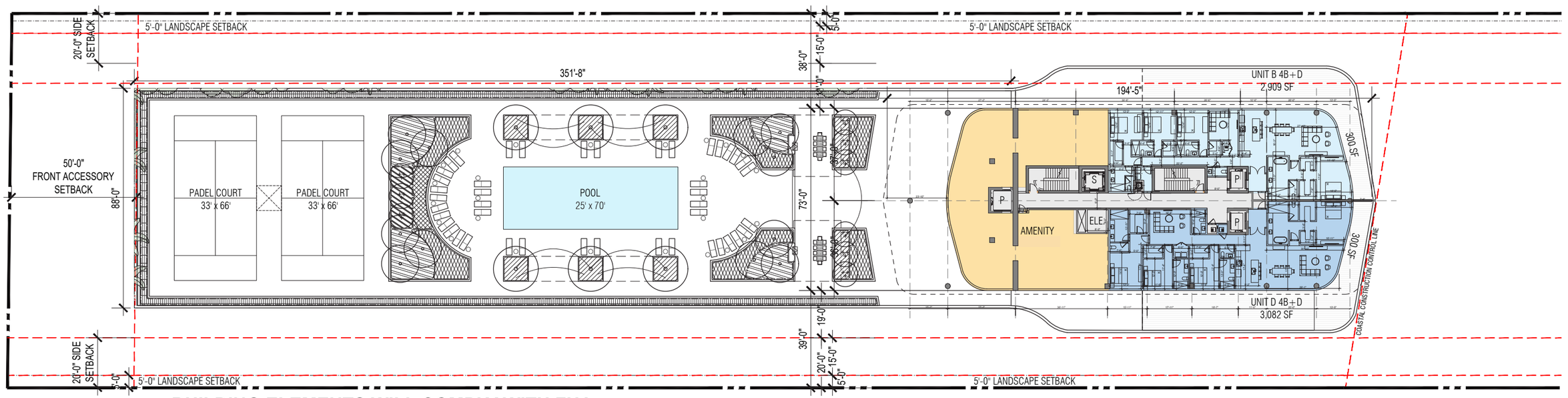


TYPICAL LEVEL



BUILDING ELEMENTS WILL COMPLY WITH FHA REQUIREMENTS AND ADA WHERE APPLICABLE

AMENITY LEVEL

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

AMENITY & TYPICAL LEVEL

N

0 10 20 40
Scale: 1" = 40'-0"

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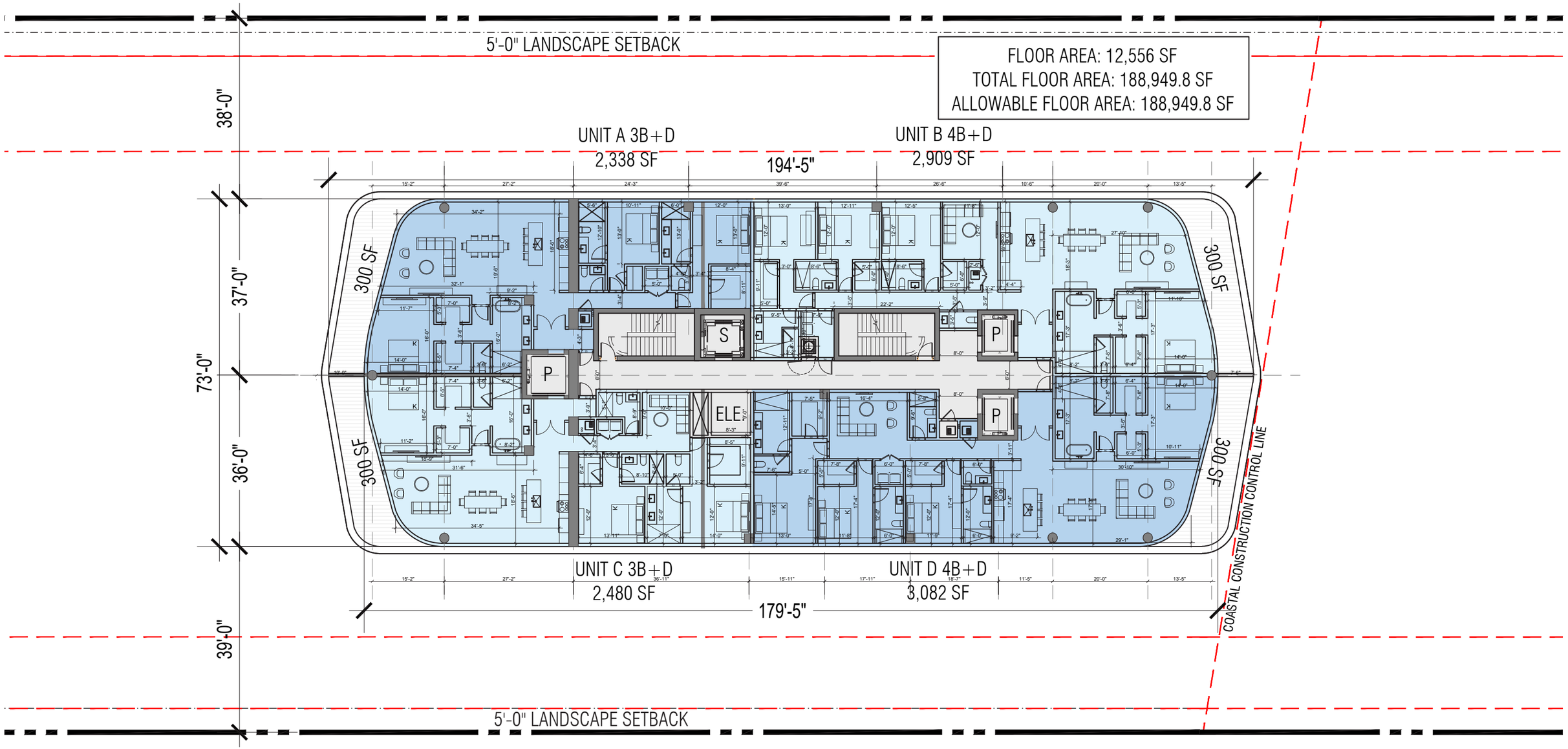
BUILDING ELEMENTS WILL COMPLY WITH FHA REQUIREMENTS AND ADA WHERE APPLICABLE



ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

TYPICAL LEVEL

N

0 5 10 20
Scale: 1" = 20'-0"

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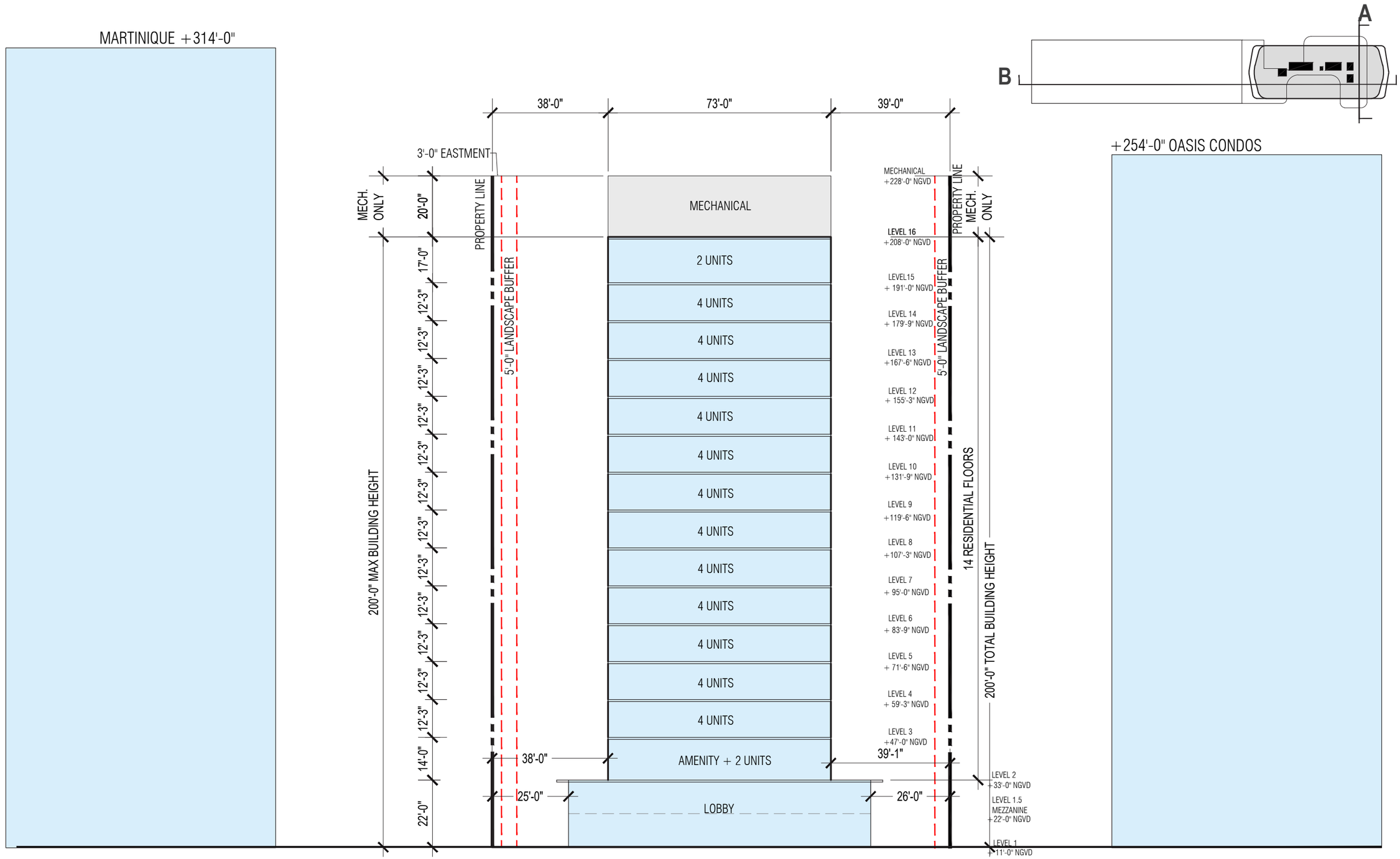

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

CROSS SECTION A

0 15 30
Scale: 1" = 30'-0"

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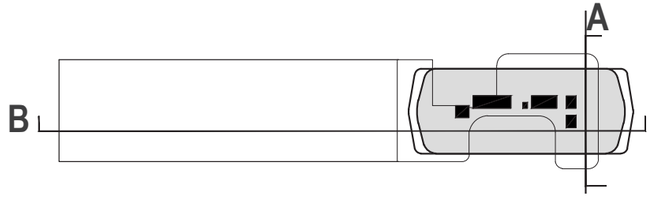
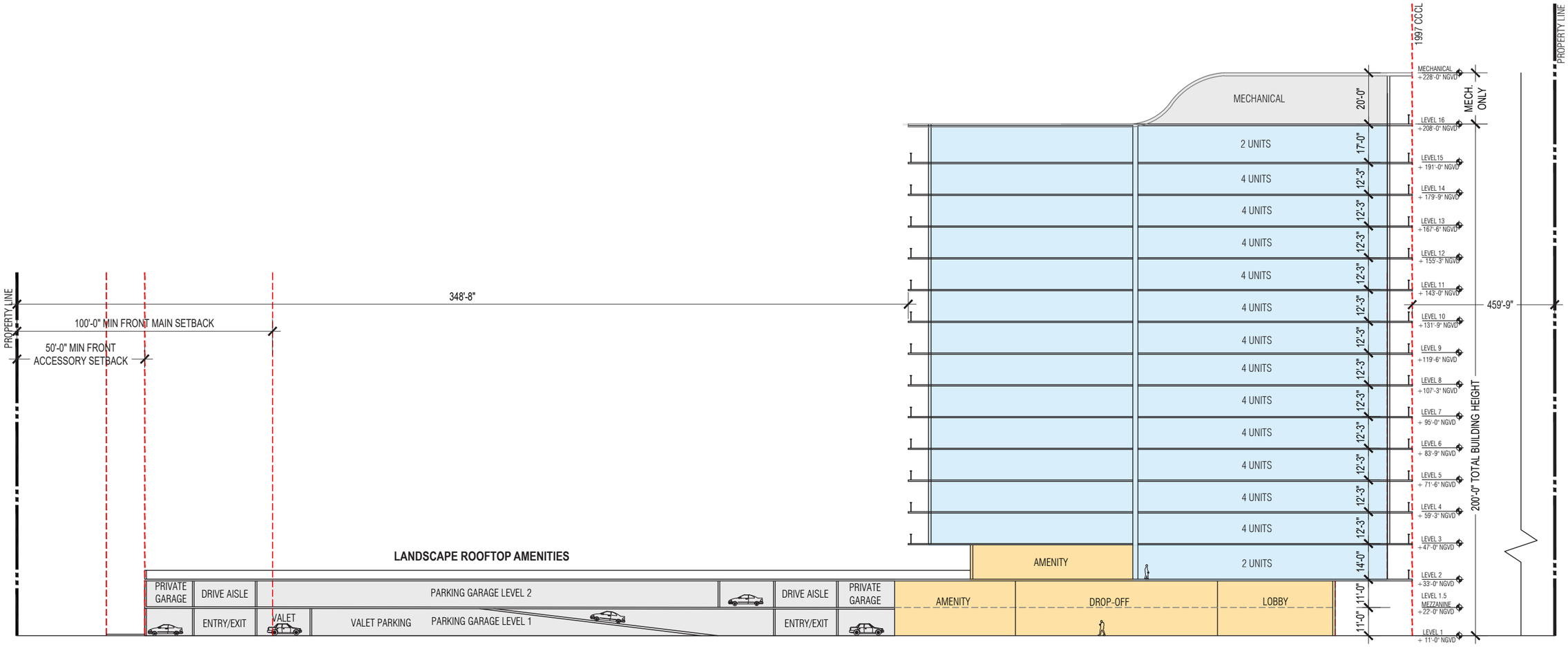




ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

LONG SECTION B

0 10 20 40
Scale: 1" = 40'-0"

FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DEVELOPMENT DESIGN SHALL BE IN ACCORDANCE WITH INDIVIDUAL SITE PLAN APPROVAL(S). ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF ARQUITECTONICA INTERNATIONAL CORP. NO COPIES, TRANSMISSIONS, REPRODUCTIONS, OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN THE WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS OR WRITTEN AUTHORIZATION OF ARQUITECTONICA INTERNATIONAL CORP. DESIGN INTENT SHOWN IS SUBJECT TO REVIEW AND APPROVAL OF ALL APPLICABLE LOCAL AND GOVERNMENTAL AUTHORITIES HAVING JURISDICTION. ALL COPYRIGHTS RESERVED © 2022. ALL OFF-SITE IMPROVEMENTS DEPICTED IN THE IMAGES ARE SUBJECT TO OBTAINING NECESSARY PROPERTY RIGHTS AND GOVERNMENT AGENCY(IES) PERMITTING AND APPROVAL PRIOR TO CONSTRUCTION, AND IN ACCORDANCE WITH THEIR APPLICABLE REGULATIONS.



ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

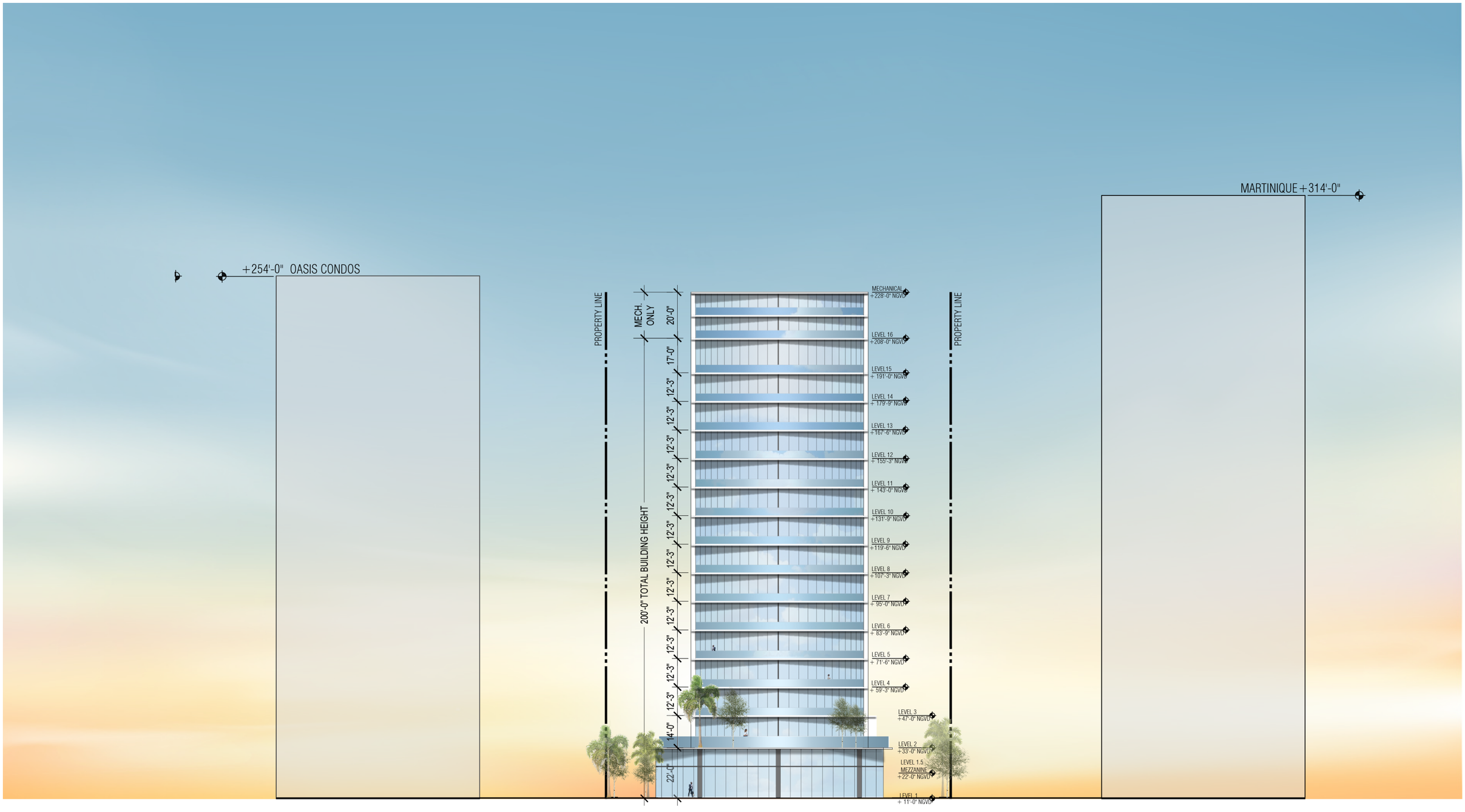
3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

NORTH ELEVATION

N

0 10 20 40
Scale: 1" = 40'-0"

FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DEVELOPMENT DESIGN SHALL BE IN ACCORDANCE WITH INDIVIDUAL SITE PLAN APPROVAL(S). ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF ARQUITECTONICA INTERNATIONAL CORP. NO COPIES, TRANSMISSIONS, REPRODUCTIONS, OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN THE WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS OR WRITTEN AUTHORIZATION OF ARQUITECTONICA INTERNATIONAL CORP. DESIGN INTENT SHOWN IS SUBJECT TO REVIEW AND APPROVAL OF ALL APPLICABLE LOCAL AND GOVERNMENTAL AUTHORITIES HAVING JURISDICTION. ALL COPYRIGHTS RESERVED © 2022. ALL OFF-SITE IMPROVEMENTS DEPICTED IN THE IMAGES ARE SUBJECT TO OBTAINING NECESSARY PROPERTY RIGHTS AND GOVERNMENT AGENCY(IES) PERMITTING AND APPROVAL PRIOR TO CONSTRUCTION, AND IN ACCORDANCE WITH THEIR APPLICABLE REGULATIONS.



ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

EAST ELEVATION

N

0 10 20 40
Scale: 1" = 40'-0"

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ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

SOUTH ELEVATION

N

0 10 20 40
Scale: 1" = 40'-0"

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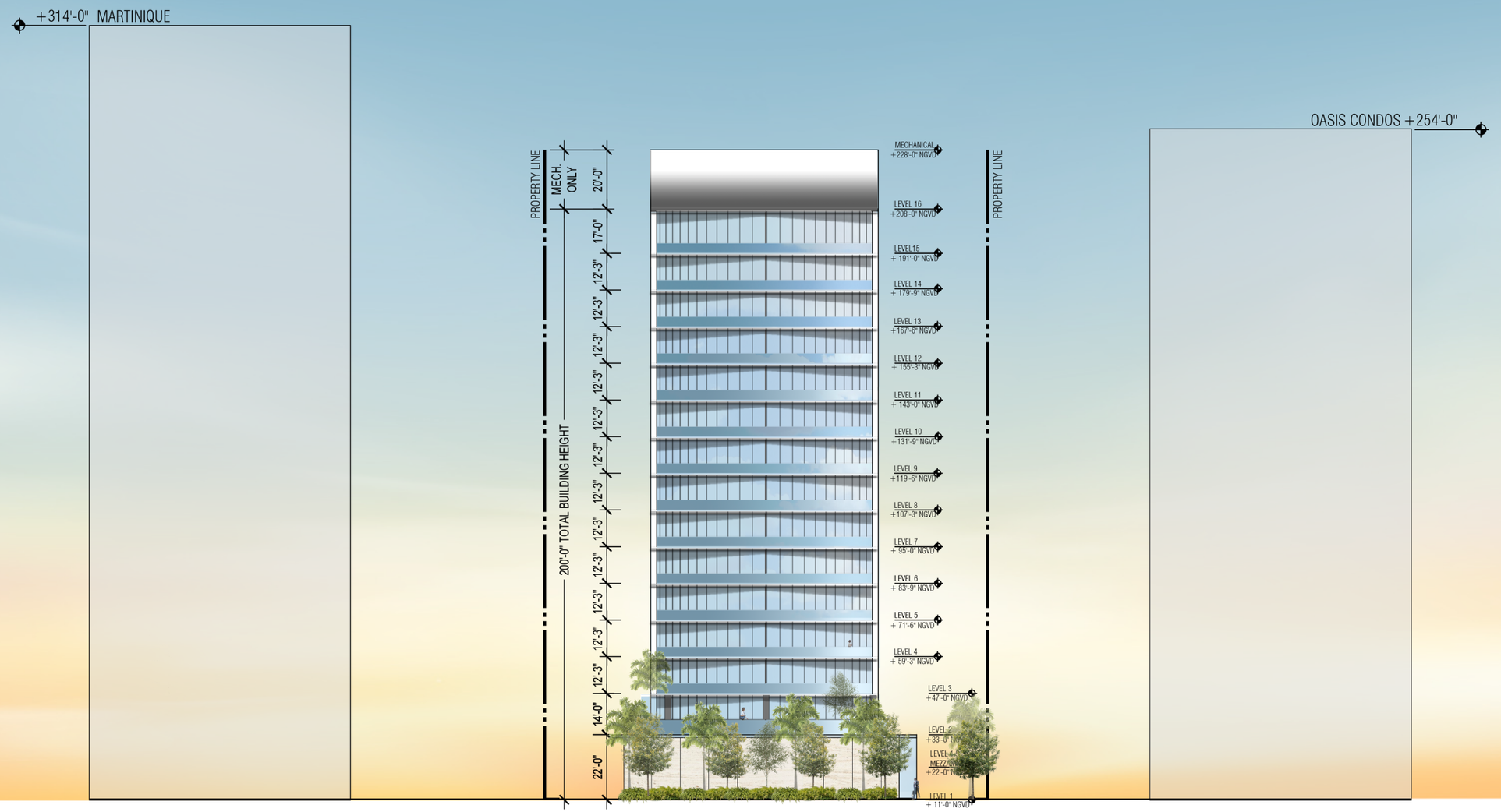

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

WEST ELEVATION

N

0 10 20 40
Scale: 1" = 40'-0"

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ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

RENDERING

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ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

RENDERING

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ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

RENDERING

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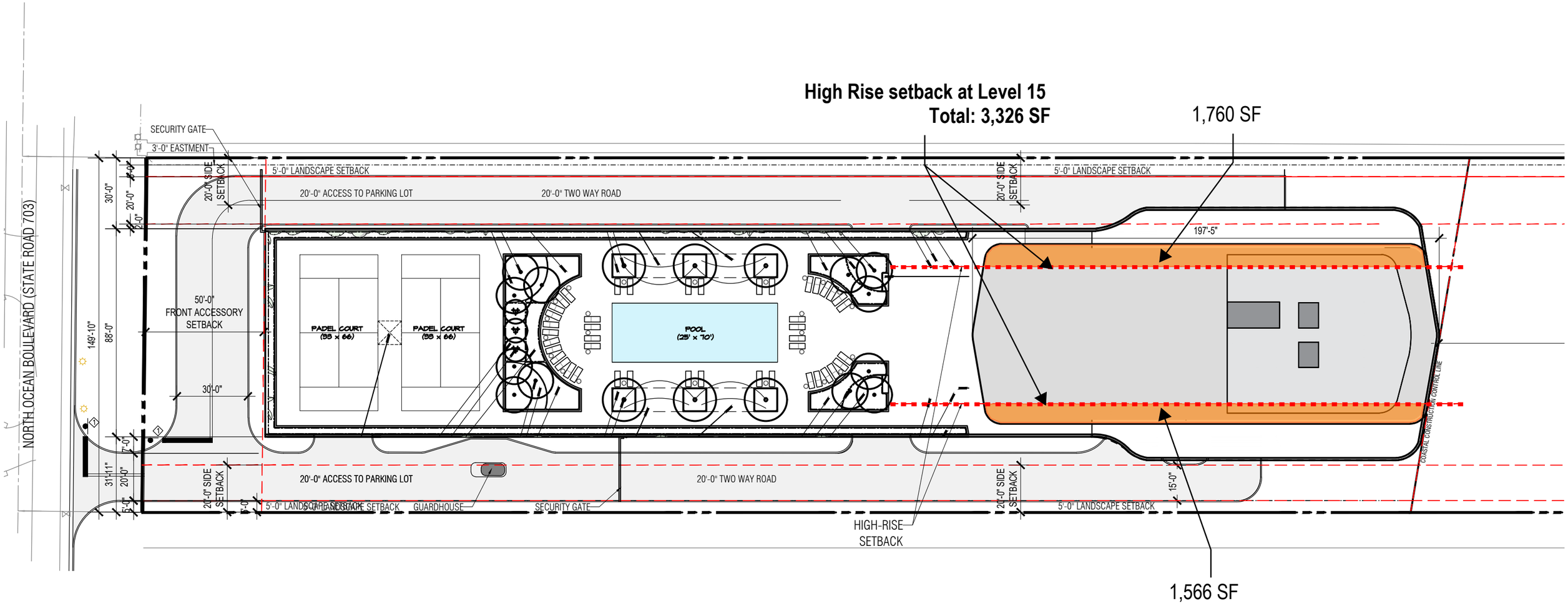

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T
305.372.1175 F

3930 OCEAN DRIVE
WEST PALM BEACH, FL

SITE PLAN

N

Date
2025.12.15

0 40
SCALE: 1" = 40'

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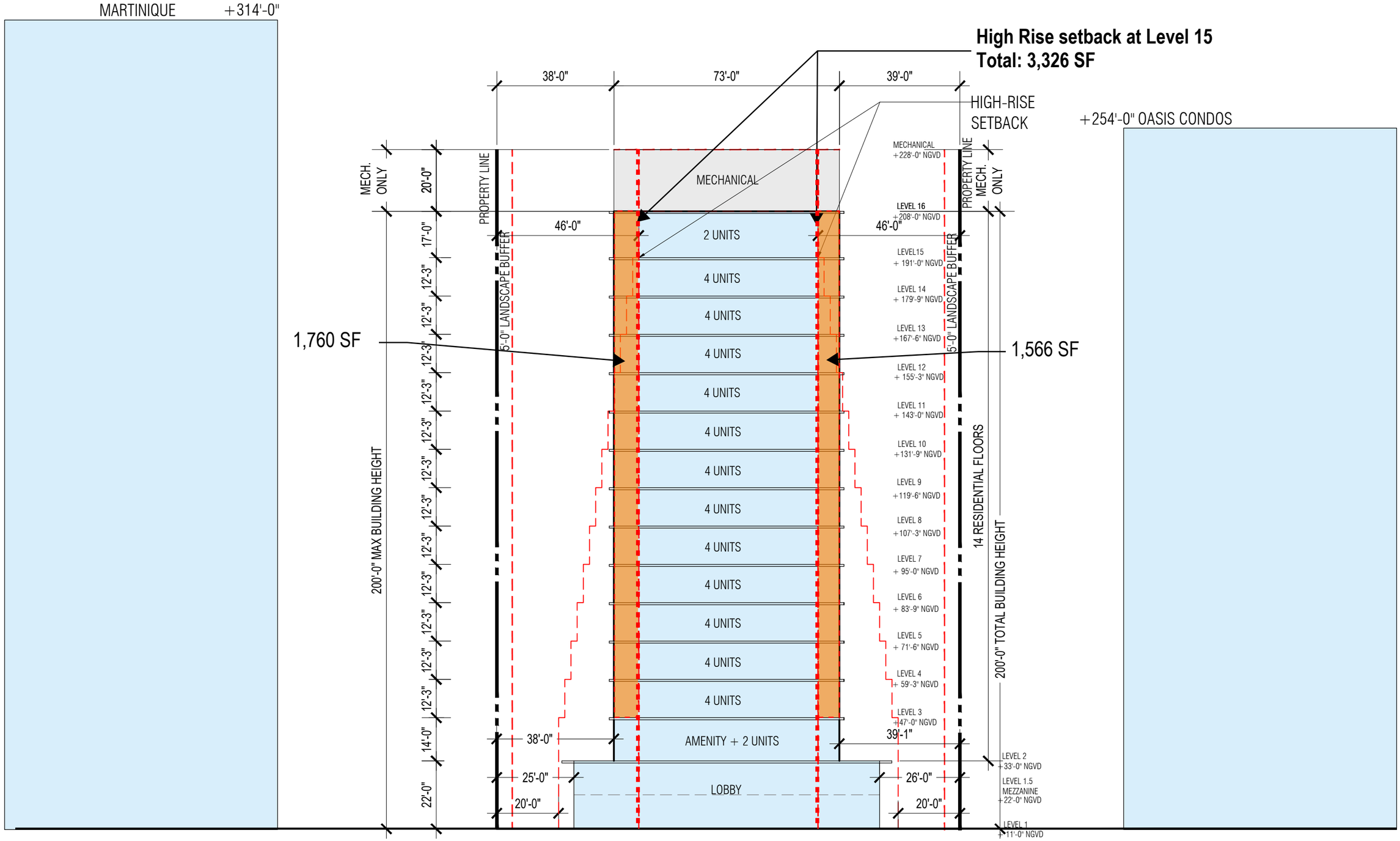

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T
305.372.1175 F

3930 OCEAN DRIVE

WEST PALM BEACH, FL

SECTION OPTION 1

N

Date
2025.12.15

0 5 15 30
SCALE: 1" = 30'

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3930 NORTH OCEAN DRIVE, RIVIERA BEACH, FL
TURNBERRY
ENTITLEMENTS - SUN STUDIES

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MARCH 16TH, 2026

ARCHITECTURE
LANDSCAPE
INTERIOR DESIGN
URBAN PLANNING

ARQUITECTONICA

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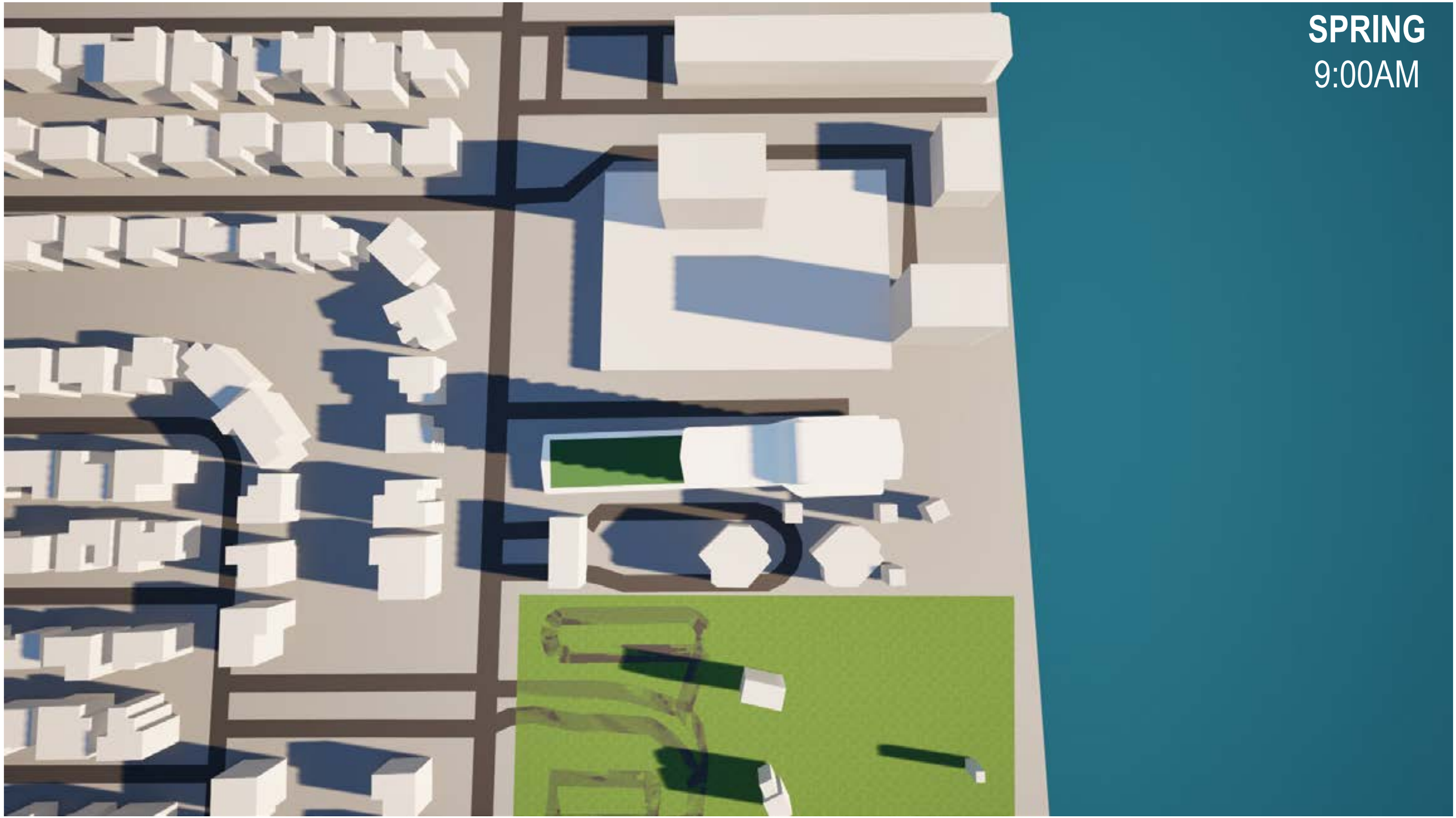

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

SINGER ISLAND
3930 NORTH OCEAN DRIVE
RIVIERA BEACH, FL 33404

OPTION 2 AS OF RIGHT

MARCH 16, 2026

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SPRING
12:00PM

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

SINGER ISLAND
3930 NORTH OCEAN DRIVE
RIVIERA BEACH, FL 33404

OPTION 2 AS OF RIGHT

MARCH 16, 2026

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ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

SINGER ISLAND
3930 NORTH OCEAN DRIVE
RIVIERA BEACH, FL 33404

OPTION 2 AS OF RIGHT

MARCH 16, 2026

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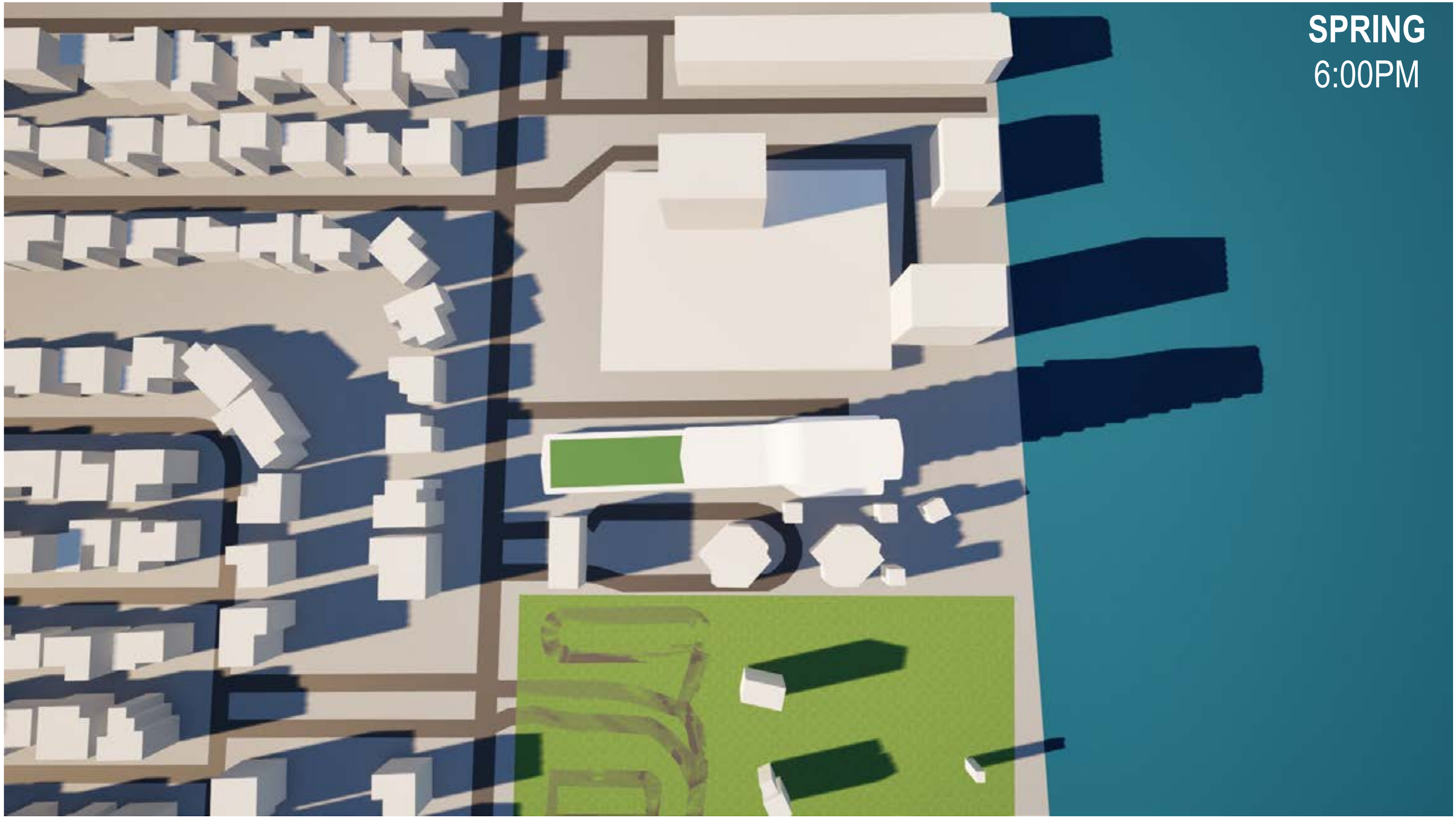

ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

SINGER ISLAND
3930 NORTH OCEAN DRIVE
RIVIERA BEACH, FL 33404

OPTION 2 AS OF RIGHT

MARCH 16, 2026

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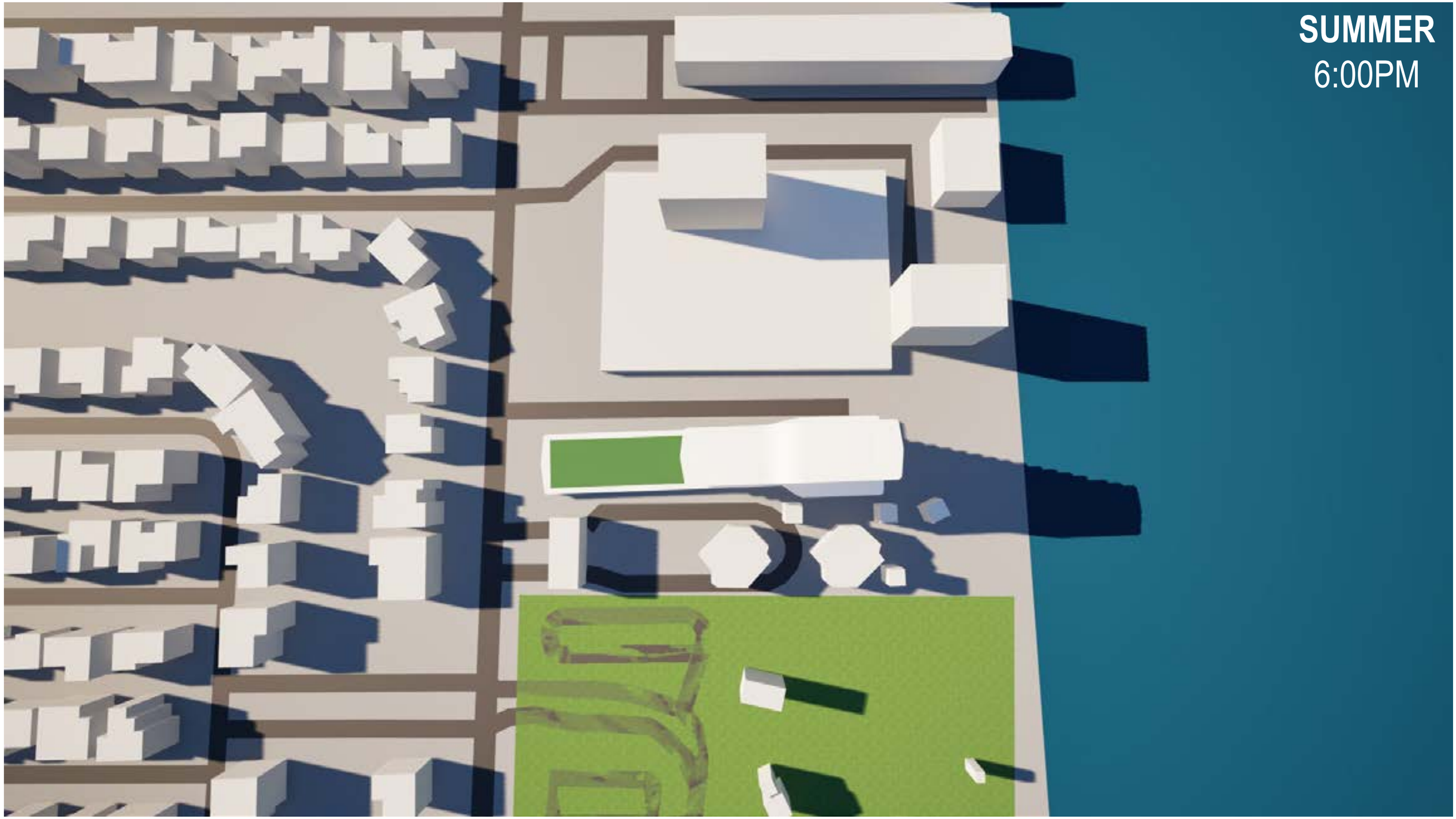

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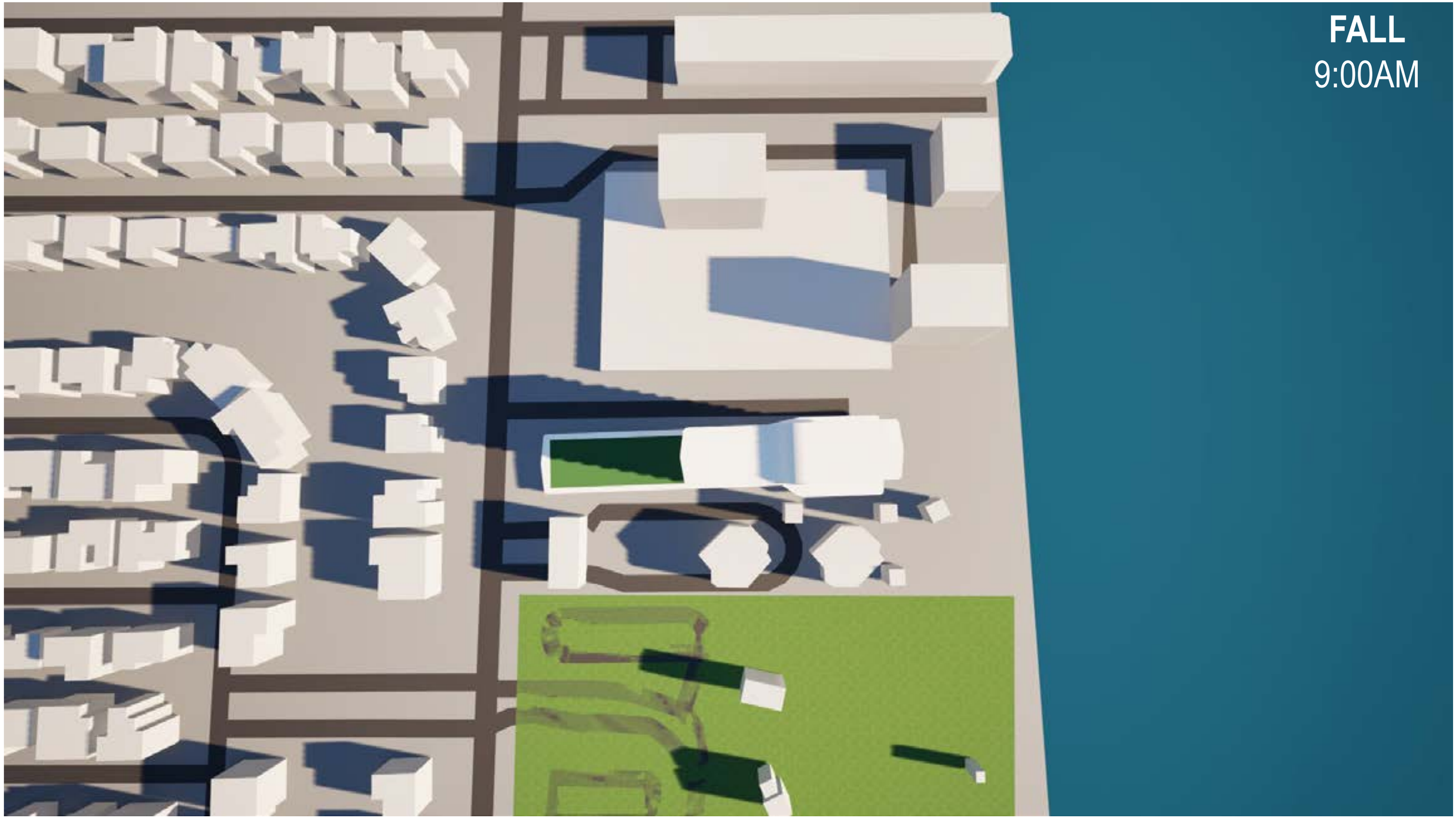

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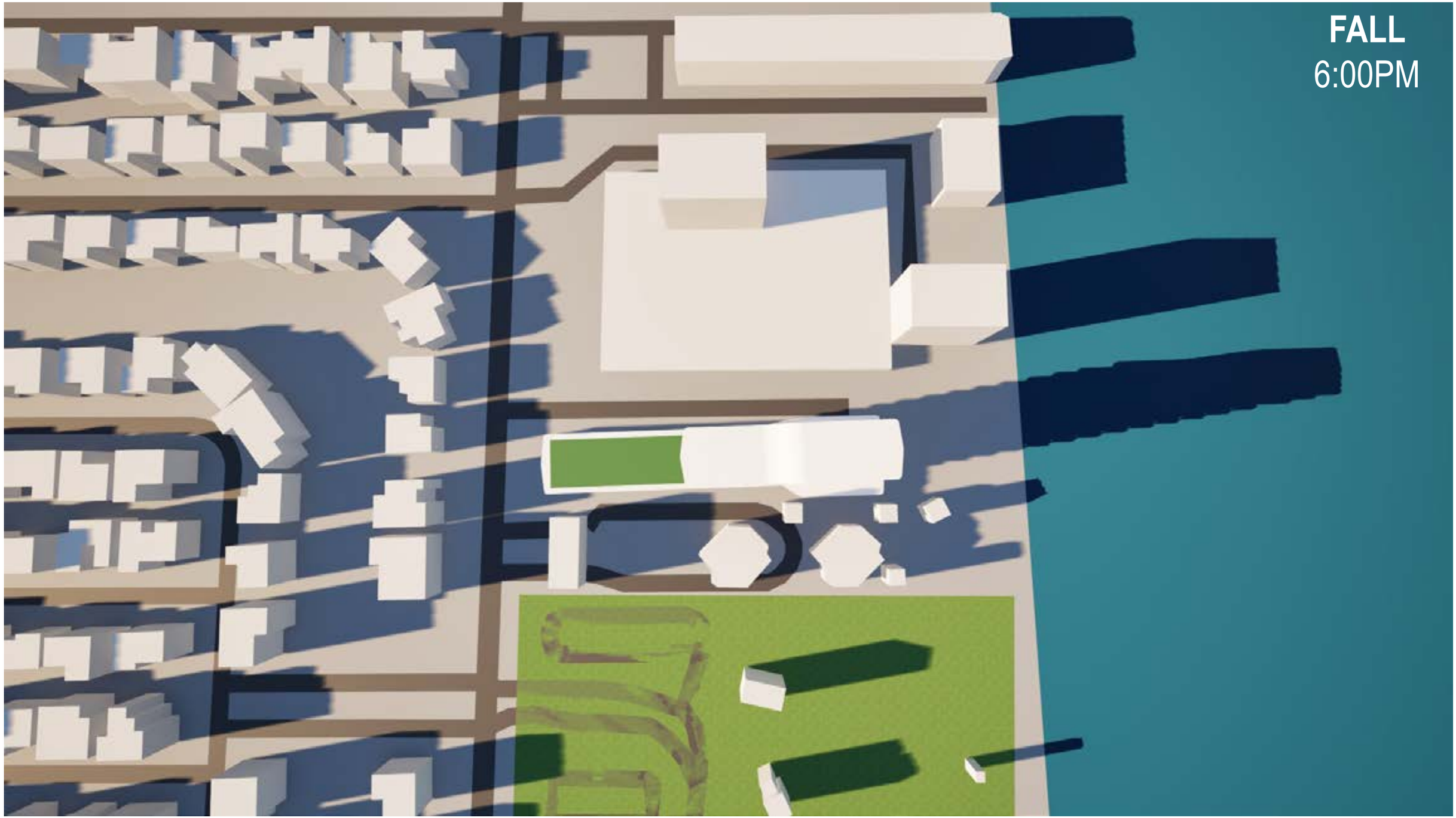

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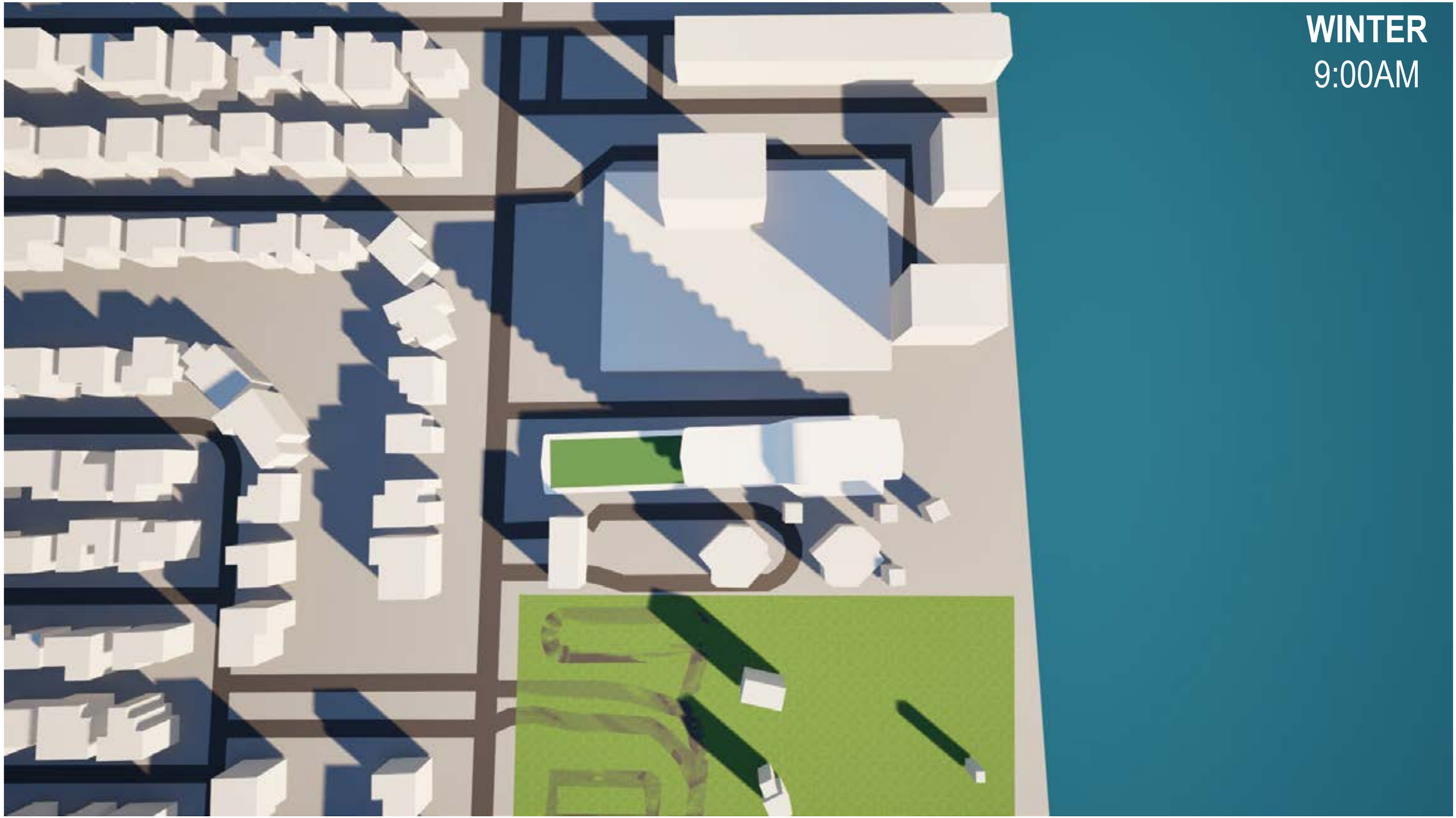

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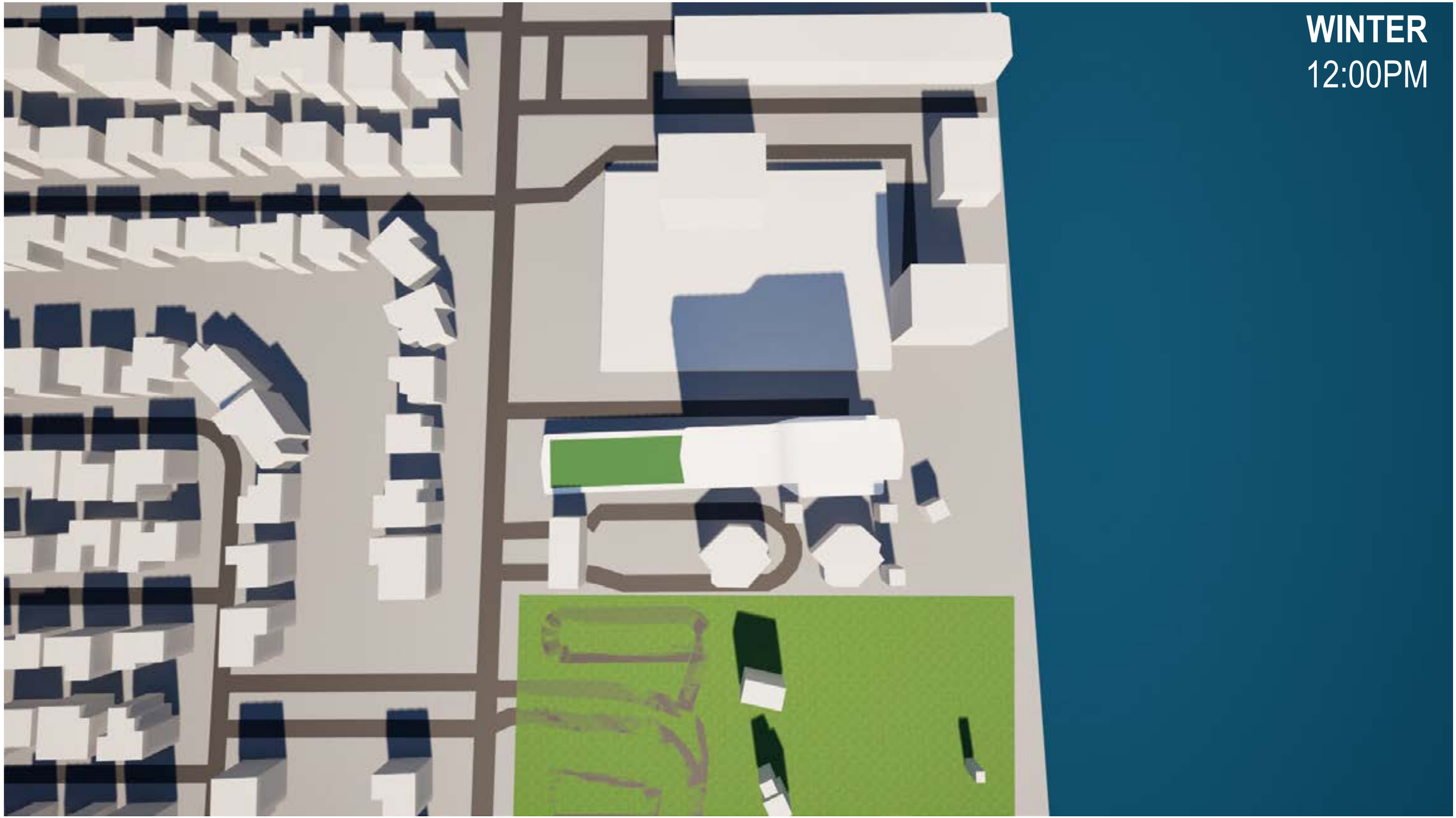

WINTER
12:00PM

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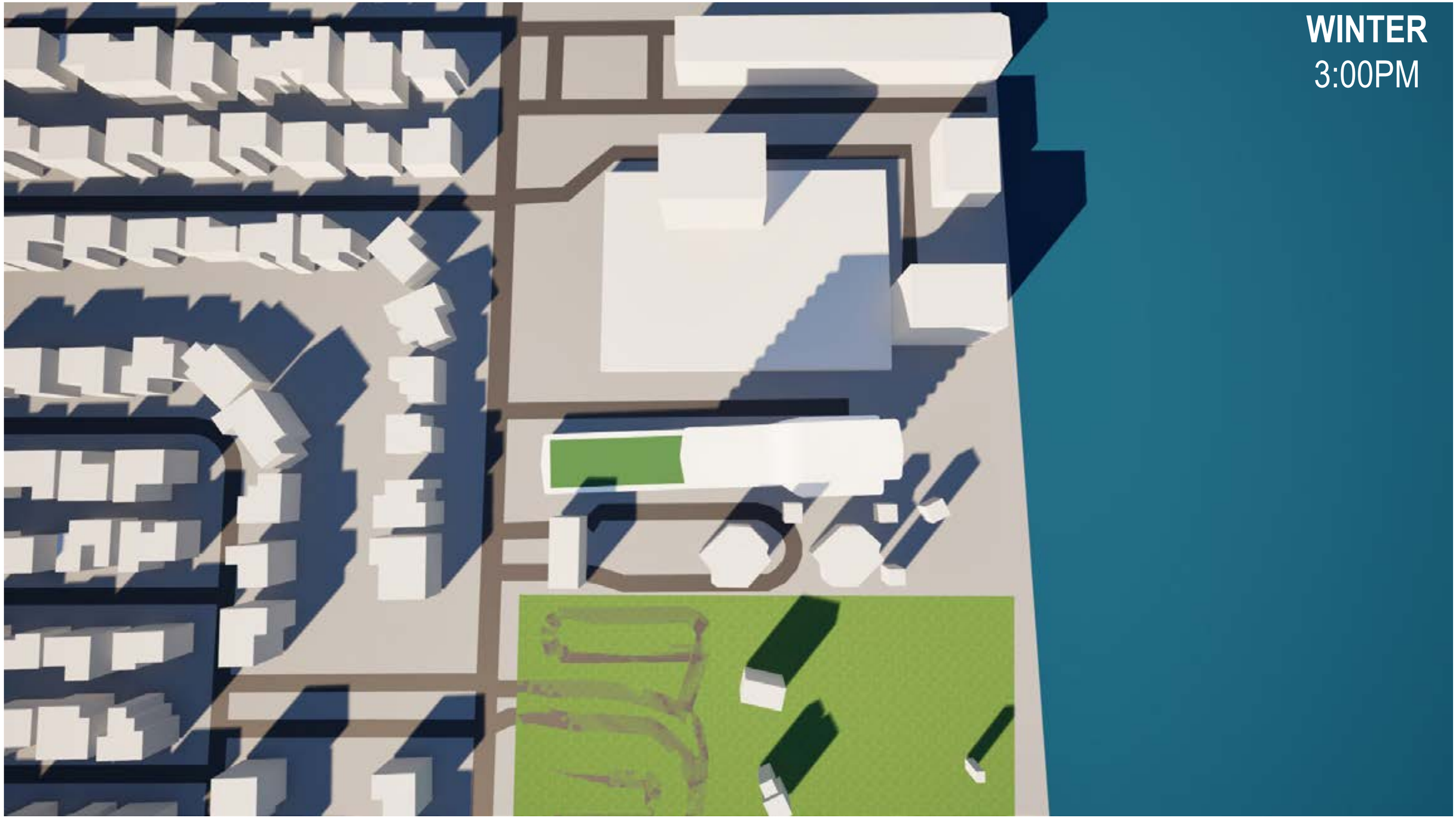

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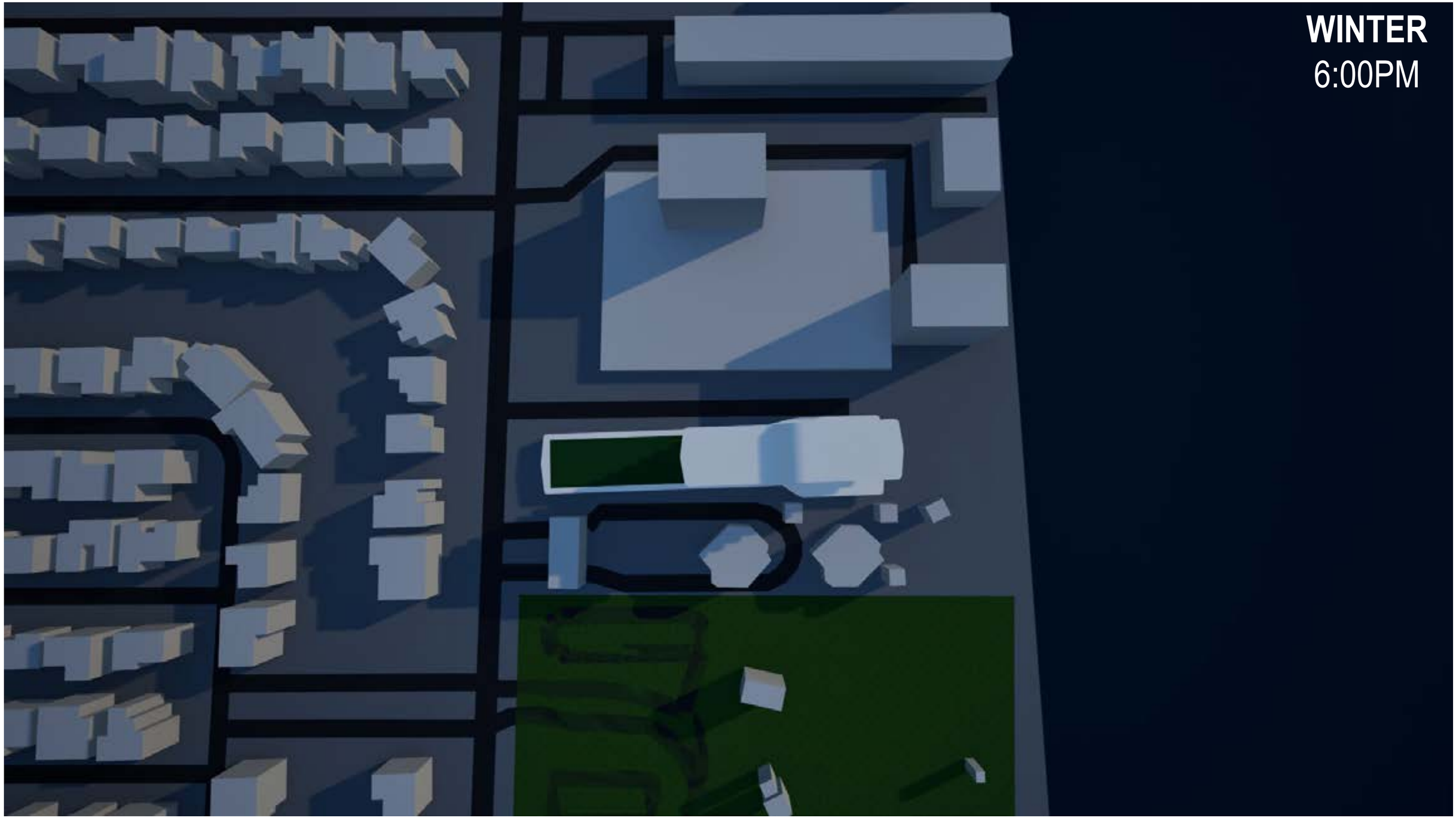

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WINTER SUN DIAGRAMS



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WINTER SHADOW COMPARISONS

SUN STUDY SHOWING COMPARISON OF AS OF RIGHT AND AMENDED ZONING

MARCH 16, 2026

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WINTER
12:00PM

AS OF RIGHT

AMENDMENT

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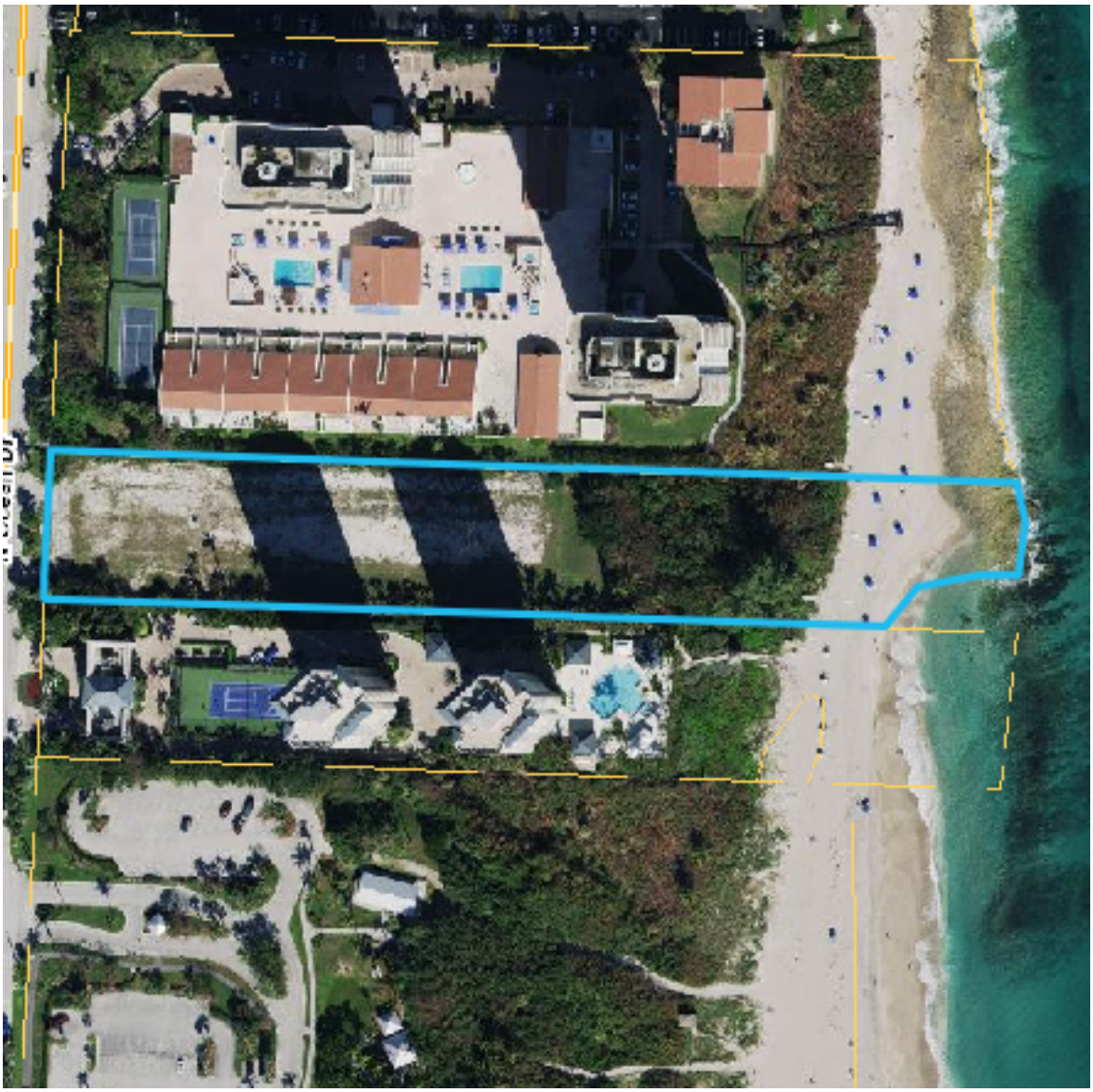
PCN: 56434222000005010



City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF MAILED NOTICE

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: ZA-24-0005 and SP-24-0013

Date(s) of Public Hearing(s): May 6, 2026, at 6:00 PM

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Sara Thompson hereby certify that Public Notifications, for the above Application Number and Name have been mailed to the property owners within a 300 foot radius of the subject property PCN: 56434222000005010 as obtained from the Palm Beach County Property Appraiser's Office on, November 25, 2025. The Public Notifications were mailed on, April 21, 2026, which is at least fifteen (15) days prior to the meeting date.

Supportive Documents: Attached hereto is the 300 foot radius map and property ownership list.

Check (X) one: I am the [ ] property owner [X] agent [ ] other _____.

Sara Thompson — (Name - type, stamp or print clearly)

Sara Thompson — (Signature)

Miskel Backman, LLP — (Name of Firm)

14 SE 4th Street, Suite 36, Boca Raton, FL 33432 — (Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of April, 2026 by Sara Thompson. He/she is personally known to me or has produced _____ as identification and did/did not take an oath (circle correct response).
(Name of person acknowledging) (Type of identification)

Kelly Quinn — (Name - type, stamp or print clearly)

_____ — (Signature)

My Commission Expires on: _____

KELLY G. QUINN
MY COMMISSION # HH 411200
EXPIRES: July 16, 2027

NOTARY'S SEAL OR STAMP

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF INSTALLATION OF NOTIFICATION SIGNS

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: ZA-24-0005 and SP-24-0013

Date(s) of Public Hearing(s): May 6, 2026, at 6:00 PM

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Sara Thompson, hereby certify that 1 Notification Sign, herein called Sign, for the above Application Number and Name have been posted/installed on the subject property under review for said Application located at: 3930 N Ocean Drive (PCN: 56434222000005010).

The Signs have been produced and meet the specifications of the requirements of the City of Riviera Beach, Zoning Division's Technical Manual. Posting/Installation of the Signs was completed on April 21, 2026, which was no less than fifteen (15) days prior to the first public hearing listed above. Said signs have been posted in a manner which provides an unobstructed view and which allows for clear reading from the street(s) along3930 N Ocean Drive.

I will ensure that the Signs remain on the subject property, until the application has had a Final Development Order by the Hearing Officer, Planning and Zoning Board, or City Council or has been withdrawn by the Applicant. The Signs, in no case, shall remain on the subject property more than five (5) days following the Final Board Action. I understand that any knowingly false, inaccurate, or incomplete information provided by me will result in the denial, revocation, postponement, or administrative withdrawal of this application request.

Supportive Documents: Attached hereto as Attachment "A" is a complete list of all photographs of posted signs along the subject property.

Check (X) one: I am the [ ] property owner [X] agent [ ] other _____.

Sara Thompson

(Name - type, stamp or print clearly)

(Signature)

Miskel Backman, LLP

(Name of Firm)

14 SE 4th Street, Suite 36, Boca Raton, FL 33432

(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of April, 2026 by Sara Thompson. He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

Kelly G. Quinn

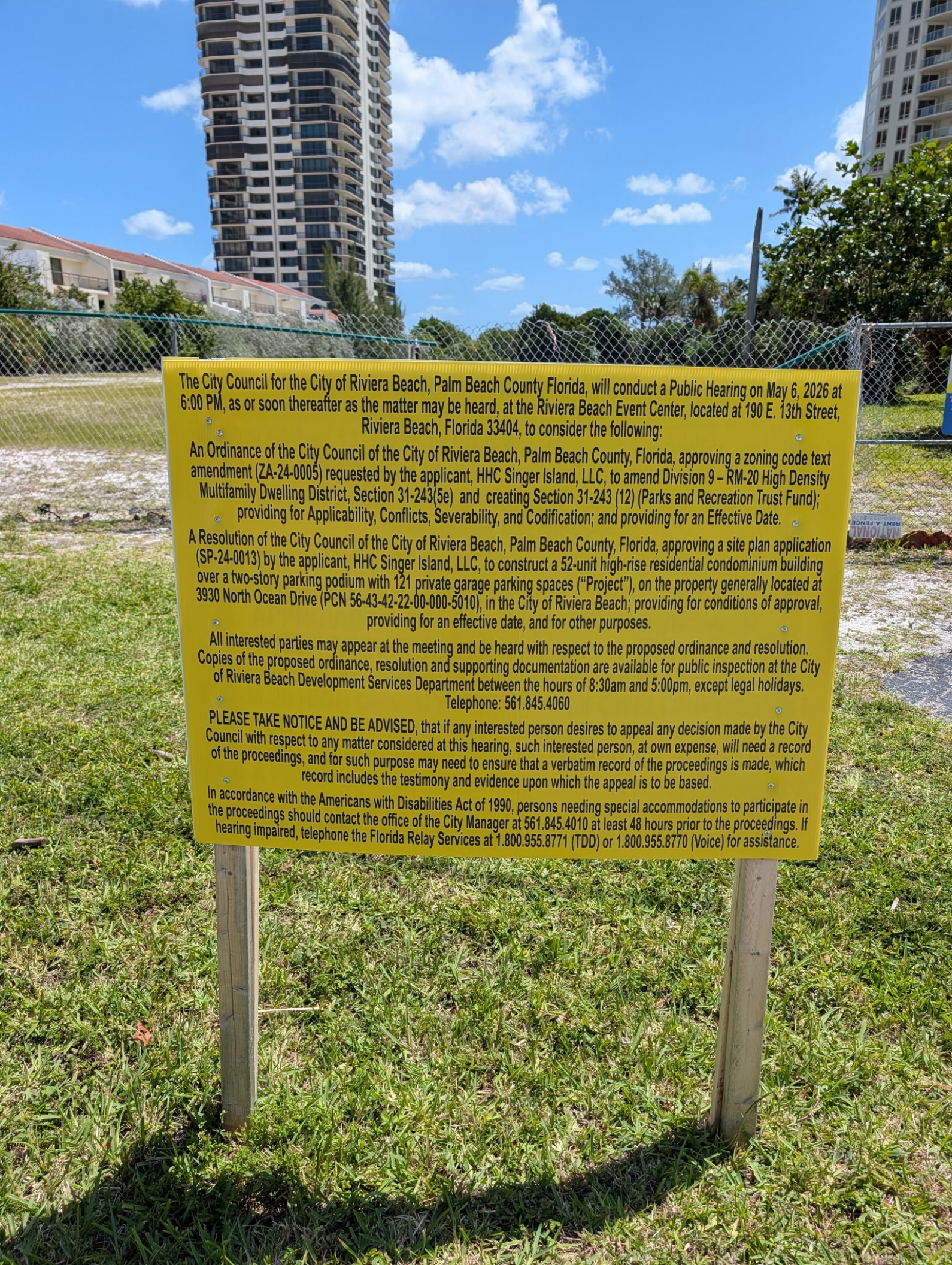
(Name - type, stamp or print clearly)

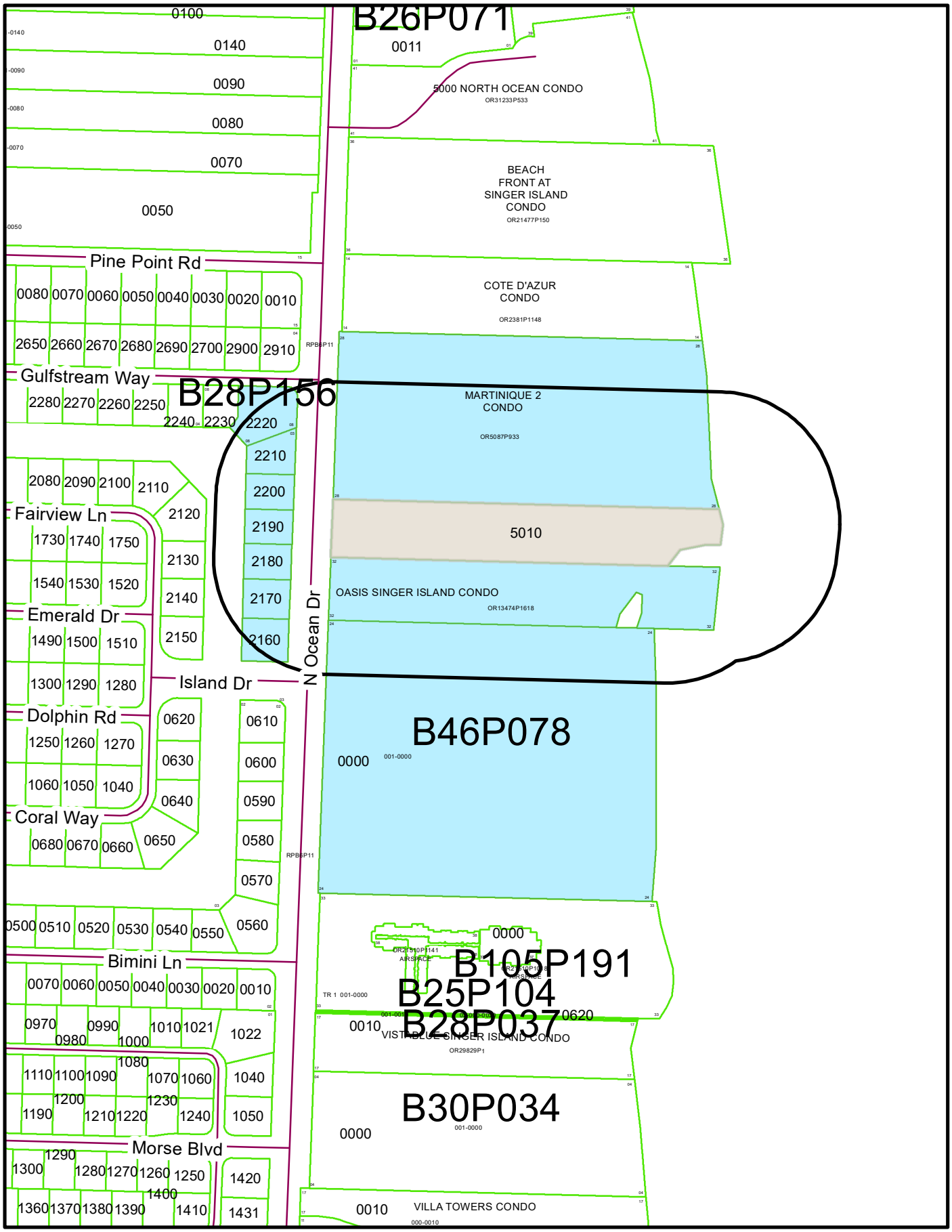
(Signature)

My Commission Expires on:

KELLY G. QUINN
MY COMMISSION # HH 411200
EXPIRES: July 16, 2027

NOTARY'S SEAL OR STAMP


The City Council for the City of Riviera Beach, Palm Beach County Florida, will conduct a Public Hearing on May 6, 2026 at 6:00 PM, as or soon thereafter as the matter may be heard, at the Riviera Beach Event Center, located at 190 E. 13th Street, Riviera Beach, Florida 33404, to consider the following:
An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243(5e) and creating Section 31-243 (12) (Parks and Recreation Trust Fund); providing for Applicability, Conflicts, Severability, and Codification; and providing for an Effective Date.
A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("Project"), on the property generally located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.
All interested parties may appear at the meeting and be heard with respect to the proposed ordinance and resolution. Copies of the proposed ordinance, resolution and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30am and 5:00pm, except legal holidays. Telephone: 561.845.4060
PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the office of the City Manager at 561.845.4010 at least 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services at 1.800.955.8771 (TDD) or 1.800.955.8770 (Voice) for assistance.



Dorothy Jacks, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center

0 70 140 280 420 560 Feet

Map Scale

Notes:

Produced on: 11/25/2025

Key

Selected Parcels 100 300 500

Others 200 400

11/25/2025

Property Appraiser GIS - Property Detail list by parcel control number

Buffer:

56434222000005010	Acres	3.30	Sales instr	DT	MTG	22/23-42-43, N 150 FT OF S 1,315 FT OF SEC 22 LYG E OF & ADJ
HHC SINGER ISLAND LLC	Value $	22,000,000.00	Price $	265,450.00	PUSE VACANT	TO N OCEAN DR & N 150 FT OF S 1,315 FT OF SEC 23
601 N CONGRESS AVE STE 114	Taxbl $	16,105,100.00	Date	3/29/2019 12	TaxDist 56401	
	Bldg $	0.00	Book	30509		
DELRAY BEACH FL 33445 4627	Land $	22,000,000.00	Page	1302	NAV	

Buffer: 300

56434222030002160	Acres	0.30	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 216
COLLIER GARY W	Value $	1,936,110.00	Price $	1,295,000.00	PUSE SINGLE FAMILY	
3901 N OCEAN DR	Taxbl $	1,531,170.00	Date	8/3/2020 12:(	TaxDist 56401	
	Bldg $	286,110.00	Book	31685		
RIVIERA BEACH FL 33404 2809	Land $	1,650,000.00	Page	805	NAV	
56434222030002170	Acres	0.28	Sales instr	DT	MTG	PALM BEACH ISLES AMENDED PL 2 LT 217
MATTE MICHAEL D TR	Value $	2,515,461.00	Price $	10.00	PUSE SINGLE FAMILY	
3911 N OCEAN DR	Taxbl $	1,026,648.00	Date	2/18/2020 12	TaxDist 56401	
	Bldg $	665,461.00	Book	31247		
RIVIERA BEACH FL 33404 2809	Land $	1,850,000.00	Page	1141	NAV	
56434222030002180	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 218
ROSENBERG ANGELA D	Value $	2,105,226.00	Price $	1,485,500.00	PUSE SINGLE FAMILY	
3921 N OCEAN DR	Taxbl $	1,205,827.00	Date	11/30/2017 1	TaxDist 56401	
	Bldg $	455,226.00	Book	29529		
RIVIERA BEACH FL 33404 2809	Land $	1,650,000.00	Page	146	NAV	
56434222030002190	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 219
BRASWELL PAMELA	Value $	2,813,095.00	Price $	210,000.00	PUSE SINGLE FAMILY	
3939 N OCEAN DR	Taxbl $	1,489,695.00	Date	2/14/2000 12	TaxDist 56401	
	Bldg $	1,163,095.00	Book	11638		
SINGER ISLAND FL 33404 2809	Land $	1,650,000.00	Page	869	NAV	

Property Appraiser GIS - Property Detail list by parcel control number

56434222030002200	Acres	0.26	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 220	
MAIONE FRANK	Value $	1,858,009.00	Price $	2,500,000.00	PUSE	SINGLE FAMILY	
3941 N OCEAN DR	Taxbl $	1,858,009.00	Date	5/22/2025 12	TaxDist	56401	
	Bldg $	208,009.00	Book	35774			
RIVIERA BEACH FL 33404 2809	Land $	1,650,000.00	Page	1691	NAV		
56434222030002210	Acres	0.27	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 221	
SMITH KAREN R TRUST	Value $	1,970,031.00	Price $	1,875,000.00	PUSE	SINGLE FAMILY	
1255 8TH AVE	Taxbl $	1,908,578.00	Date	10/26/2021 1	TaxDist	56401	
	Bldg $	320,031.00	Book	33028			
GREENVILLE IL 62246 2055	Land $	1,650,000.00	Page	790	NAV		
56434222080002220	Acres	0.47	Sales instr	WD	MTG	PALM BEACH ISLES PL 4	LT 222-A
GODFRED BRENT P &	Value $	2,817,028.00	Price $	1,900,000.00	PUSE	SINGLE FAMILY	
1261 GULFSTREAM WAY	Taxbl $	2,419,774.00	Date	7/20/2021 12	TaxDist	56401	
	Bldg $	967,028.00	Book	32719			
RIVIERA BEACH FL 33404 2736	Land $	1,850,000.00	Page	1307	NAV		
56434222240010000	Acres	13.68	Sales instr		MTG	COUNTY PARK	ALL OF PLAT
PALM BEACH COUNTY	Value $	44,908,564.00	Price $		PUSE	FOREST/PK/REC	
2633 VISTA PKWY	Taxbl $	0.00	Date		TaxDist	56401	
	Bldg $	221,394.00	Book				
WEST PALM BEACH FL 33411 5613	Land $	44,687,170.00	Page		NAV		
56434222280000010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-1
MARQUES JOHN K SR &	Value $	600,000.00	Price $	650,000.00	PUSE	CONDOMINIUM	
3980 N OCEAN DR UNIT 1	Taxbl $	510,895.00	Date	9/16/2021 12	TaxDist	56401	
	Bldg $	600,000.00	Book	32917			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	714	NAV		
56434222280000020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-2
MULHOLLAND MAUREEN &	Value $	650,000.00	Price $	10.00	PUSE	CONDOMINIUM	
3978 N OCEAN DR	Taxbl $	416,742.00	Date	11/16/2021 1	TaxDist	56401	
	Bldg $	650,000.00	Book	33094			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-3
DRBUL ROBERT S &	Value $	600,000.00	Price $	10.00	PUSE CONDOMINIUM		
870 UNITED NATIONS PLZ UNIT 19F	Taxbl $	571,732.00	Date	2/13/2012 12	TaxDist 56401		
	Bldg $	600,000.00	Book	25028			
NEW YORK NY 10017 1825	Land $	0.00	Page	362	NAV		
56434222280000040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-4
RINALDI PAUL &	Value $	600,000.00	Price $	725,000.00	PUSE CONDOMINIUM		
3974 N OCEAN DR	Taxbl $	600,000.00	Date	12/1/2023 12	TaxDist 56401		
	Bldg $	600,000.00	Book	34714			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1174	NAV		
56434222280000050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-5
LECOMPTE KIMBERLY	Value $	650,000.00	Price $	721,300.00	PUSE CONDOMINIUM		
3972 N OCEAN DR # 5	Taxbl $	599,278.00	Date	6/29/2023 12	TaxDist 56401		
	Bldg $	650,000.00	Book	34427			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1617	NAV		
56434222280000060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-6
SCHAUER HANS	Value $	600,000.00	Price $	213,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 104	Taxbl $	571,732.00	Date	10/22/2010 1	TaxDist 56401		
	Bldg $	600,000.00	Book	24248			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	491	NAV		
56434222280000070	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-7
1070 BOCA RATON SQUARE LLC	Value $	785,000.00	Price $	769,000.00	PUSE CONDOMINIUM		
1718 CAPITOL AVE	Taxbl $	785,000.00	Date	10/30/2020 1	TaxDist 56401		
	Bldg $	785,000.00	Book	31892			
CHEYENNE WY 82001 4528	Land $	0.00	Page	645	NAV		
56434222280000080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-8
SISTO LORI A &	Value $	600,000.00	Price $	10.00	PUSE CONDOMINIUM		
3966 N OCEAN DR UNIT 8	Taxbl $	242,605.00	Date	10/27/2020 1	TaxDist 56401		
	Bldg $	600,000.00	Book	31894			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	890	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-9
SCURCI UGO &	Value $	600,000.00	Price $	190,000.00	PUSE CONDOMINIUM		
3964 N OCEAN DR # 9	Taxbl $	571,732.00	Date	6/1/1999 12:(	TaxDist 56401		
	Bldg $	600,000.00	Book	11180			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	0539	NAV		
56434222280000100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-10
VILLAVERDE RICARDO &	Value $	600,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
10451 NW 133RD ST	Taxbl $	600,000.00	Date	5/17/2023 12	TaxDist 56401		
	Bldg $	600,000.00	Book	34499			
HIALEAH FL 33018 1126	Land $	0.00	Page	1823	NAV		
56434222280011010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-101
4050 SINGER LAND TRUST	Value $	965,000.00	Price $	740,000.00	PUSE CONDOMINIUM		
16212 MARAMEL DR	Taxbl $	965,000.00	Date	7/5/2021 12:(	TaxDist 56401		
	Bldg $	965,000.00	Book	32681			
HOMER GLEN IL 60491 8468	Land $	0.00	Page	632	NAV		
56434222280011020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-102
OHMAN GEORGE &	Value $	905,000.00	Price $	738,000.00	PUSE CONDOMINIUM		
296 OVERLOOK BROOK DR	Taxbl $	905,000.00	Date	5/30/2012 12	TaxDist 56401		
	Bldg $	905,000.00	Book	25231			
CHAGRIN FALLS OH 44023 6710	Land $	0.00	Page	1969	NAV		
56434222280011030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-103
SCHERL BURTON A &	Value $	965,000.00	Price $	525,000.00	PUSE CONDOMINIUM		
25 CAROL DR	Taxbl $	965,000.00	Date	1/27/2010 12	TaxDist 56401		
	Bldg $	965,000.00	Book	23677			
ENGLEWOOD CLIFFS NJ 07632 2303	Land $	0.00	Page	834	NAV		
56434222280012010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-201
PEIRCE MARILYN D	Value $	975,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR UNIT 201	Taxbl $	493,947.00	Date	12/11/2013 1	TaxDist 56401		
	Bldg $	975,000.00	Book	26553			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1785	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280012020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-202
WESHNAK CAROL A	Value $	915,000.00	Price $	100.00	PUSE CONDOMINIUM		
2625 RIVER RD	Taxbl $	915,000.00	Date	10/5/2010 12	TaxDist 56401		
	Bldg $	915,000.00	Book	24238			
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV		
56434222280012030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-203
CUTTS ANDREW &	Value $	975,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	614,863.00	Date	6/1/2014 12:(	TaxDist 56401		
	Bldg $	975,000.00	Book	27046			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	356	NAV		
56434222280013010	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-A-301
MASON GLEN O	Value $	985,000.00	Price $	10.00	PUSE CONDOMINIUM		
2172 SHADYWOOD RD	Taxbl $	985,000.00	Date	12/2/2015 12	TaxDist 56401		
	Bldg $	985,000.00	Book	28118			
WAYZATA MN 55391 9222	Land $	0.00	Page	1146	NAV		
56434222280013020	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT OH-B-302
SCHWARZ PETER E	Value $	925,000.00	Price $	10.00	PUSE CONDOMINIUM		
40 SHORELANDS DR	Taxbl $	925,000.00	Date	7/31/2024 12	TaxDist 56401		
	Bldg $	925,000.00	Book	35201			
MADISON CT 06443 2829	Land $	0.00	Page	870	NAV		
56434222280013030	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-C-303
TOSIC CAROL TRST	Value $	985,000.00	Price $	10.00	PUSE CONDOMINIUM		
770 JUNE BERRY RD	Taxbl $	985,000.00	Date	2/16/2011 12	TaxDist 56401		
	Bldg $	985,000.00	Book	24579			
DEERFIELD IL 60015 3720	Land $	0.00	Page	1875	NAV		
56434222280014010	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-A-401
MURACO JANE C TRUST	Value $	995,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 212948	Taxbl $	995,000.00	Date	10/29/2003 1	TaxDist 56401		
	Bldg $	995,000.00	Book	16208			
ROYAL PALM BEACH FL 33421 2948	Land $	0.00	Page	933	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280014020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-402
ASBELL MICHAEL J &	Value $	935,000.00	Price $	225,000.00	PUSE CONDOMINIUM		
297 N HIGHLAND AVE	Taxbl $	935,000.00	Date	1/1/1988 12:(	TaxDist 56401		
	Bldg $	935,000.00	Book	05550			
MERION STATION PA 19066 1705	Land $	0.00	Page	0634	NAV		
56434222280014030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-403
WITT AXEL &	Value $	995,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	638,632.00	Date	4/30/2004 12	TaxDist 56401		
	Bldg $	995,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280020101	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-101
BROWN RYAN ELIZABETH	Value $	850,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 101	Taxbl $	317,045.00	Date	3/21/2013 12	TaxDist 56401		
	Bldg $	850,000.00	Book	25913			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1539	NAV		
56434222280020102	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-B-102
SCHROEDER ROBERT L &	Value $	945,000.00	Price $	730,000.00	PUSE CONDOMINIUM		
1612 E 800 AVE	Taxbl $	878,460.00	Date	1/28/2020 12	TaxDist 56401		
	Bldg $	945,000.00	Book	31215			
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV		
56434222280020103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-103
DAWSON ANASTASIA	Value $	755,000.00	Price $	514,000.00	PUSE CONDOMINIUM		
20 ROWES WHARF APT 406	Taxbl $	653,400.00	Date	9/13/2021 12	TaxDist 56401		
	Bldg $	755,000.00	Book	32893			
BOSTON MA 02110 3377	Land $	0.00	Page	1289	NAV		
56434222280020201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-201
ACTON EDWARD &	Value $	870,000.00	Price $	475,000.00	PUSE CONDOMINIUM		
24 SALT POND RD	Taxbl $	644,204.00	Date	12/28/2010 1	TaxDist 56401		
	Bldg $	870,000.00	Book	24289			
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	1843	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-202
KENNEDY JOHN &	Value $	965,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	805,255.00	Date	12/15/2004 1	TaxDist 56401		
	Bldg $	965,000.00	Book	17900			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1498	NAV		
56434222280020203	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-C-203
GONZALEZ CARLOS A &	Value $	800,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
12816 SW 68TH LN	Taxbl $	704,000.00	Date	2/14/2022 12	TaxDist 56401		
	Bldg $	800,000.00	Book	33347			
MIAMI FL 33183 2444	Land $	0.00	Page	1983	NAV		
56434222280020204	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-204
DEER DANIEL C III	Value $	775,000.00	Price $	10.00	PUSE CONDOMINIUM		
4171 RIGELS COVE WAY	Taxbl $	775,000.00	Date	2/2/2007 12:(	TaxDist 56401		
	Bldg $	775,000.00	Book	21445			
JENSEN BEACH FL 34957 4384	Land $	0.00	Page	671	NAV		
56434222280020301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-301
ROWLEY ANDREA B	Value $	890,000.00	Price $	1,650,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 301	Taxbl $	890,000.00	Date	6/6/2025 12:(	TaxDist 56401		
	Bldg $	890,000.00	Book	35807			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1874	NAV		
56434222280020302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-302
IRIONS VERA	Value $	985,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	519,778.00	Date	4/27/2021 12	TaxDist 56401		
	Bldg $	985,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222280020303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-303
TICE FRANCINE	Value $	830,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 303	Taxbl $	389,040.00	Date	10/24/2024 1	TaxDist 56401		
	Bldg $	830,000.00	Book	35349			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1249	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020304	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-304
FALZONE MARY L TRUST	Value $	795,000.00	Price $	0.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 304	Taxbl $	688,127.00	Date	2/8/2022 12:(	TaxDist 56401		
	Bldg $	795,000.00	Book	33530			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	889	NAV		
56434222280020401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-401
OBEDIAN RICHARD	Value $	910,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
10 URSULINE CT	Taxbl $	841,858.00	Date	6/3/2019 12:(	TaxDist 56401		
	Bldg $	910,000.00	Book	30688			
OYSTER BAY NY 11771 4113	Land $	0.00	Page	603	NAV		
56434222280020402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-402
PAPPAS JAMES F &	Value $	1,295,000.00	Price $	1,385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 402	Taxbl $	1,295,000.00	Date	3/2/2022 12:(	TaxDist 56401		
	Bldg $	1,295,000.00	Book	33370			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	166	NAV		
56434222280020403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-403
MAINRENTAL 3 LLC	Value $	850,000.00	Price $	712,619.00	PUSE CONDOMINIUM		
10973 SW SUNRAY ST	Taxbl $	753,500.00	Date	6/15/2023 12	TaxDist 56401		
	Bldg $	850,000.00	Book	34418			
PORT ST LUCIE FL 34987 7725	Land $	0.00	Page	442	NAV		
56434222280020404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-404
PAPPAS BESSIE J REVOC TRUST	Value $	815,000.00	Price $	455,000.00	PUSE CONDOMINIUM		
303 ASHLEY CT	Taxbl $	717,409.00	Date	8/14/2012 12	TaxDist 56401		
	Bldg $	815,000.00	Book	25454			
OAK BROOK IL 60523 2577	Land $	0.00	Page	90	NAV		
56434222280020501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-501
HOFFMAN THOMAS G JR	Value $	930,000.00	Price $	390,000.00	PUSE CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	732,050.00	Date	7/16/2001 12	TaxDist 56401		
	Bldg $	930,000.00	Book	12801			
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-502
KENNEDY JOHN C &	Value $	1,025,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	883,300.00	Date	3/24/2021 12	TaxDist 56401		
	Bldg $	1,025,000.00	Book	32354			
GRAND RAPIDS MI 49512 3911	Land $	0.00	Page	1629	NAV		
56434222280020503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-503
ANTOR CHARLES LEONARD TRUST	Value $	870,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 503	Taxbl $	673,486.00	Date	8/4/2021 12:(	TaxDist 56401		
	Bldg $	870,000.00	Book	32760			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	1454	NAV		
56434222280020504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-504
CROXFORD ROBERT S	Value $	835,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 504	Taxbl $	469,184.00	Date	4/12/2018 12	TaxDist 56401		
	Bldg $	835,000.00	Book	29795			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	203	NAV		
56434222280020601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-601
BEACHFRONT 601 LLC	Value $	1,050,000.00	Price $	980,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	913,000.00	Date	12/13/2023 1	TaxDist 56401		
	Bldg $	1,050,000.00	Book	34748			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	456	NAV		
56434222280020602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-602
KOUHANA MARCEL M	Value $	1,145,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT ET-B-602	Taxbl $	422,002.00	Date	11/4/2010 12	TaxDist 56401		
	Bldg $	1,145,000.00	Book	24211			
RIVIERA BEACH FL 33404 2858	Land $	0.00	Page	1023	NAV		
56434222280020603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-603
PERRY CAROLYN M & HUDSON CHARLES TRUST	Value $	955,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 603	Taxbl $	434,970.00	Date	8/26/2025 12	TaxDist 56401		
	Bldg $	955,000.00	Book	35975			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	258	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-604
BONI ELENTERIO A &	Value $	955,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 604	Taxbl $	381,400.00	Date	9/26/2025 12	TaxDist 56401		
	Bldg $	955,000.00	Book	36038			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	345	NAV		
56434222280020701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-701
VENDER DAVID &	Value $	1,060,000.00	Price $	505,000.00	PUSE CONDOMINIUM		
17 S SACRAMENTO AVE	Taxbl $	768,653.00	Date	6/27/2016 12	TaxDist 56401		
	Bldg $	1,060,000.00	Book	28421			
VENTNOR NJ 08406 2706	Land $	0.00	Page	839	NAV		
56434222280020702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-702
BURKE BRIAN &	Value $	1,155,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
25274 BRIDLEPATH LN	Taxbl $	961,950.00	Date	7/12/2021 12	TaxDist 56401		
	Bldg $	1,155,000.00	Book	32692			
FARMINGTON MI 48335 1700	Land $	0.00	Page	122	NAV		
56434222280020703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-703
IMPACT IMP LLC	Value $	965,000.00	Price $	290,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 703	Taxbl $	965,000.00	Date	9/3/2024 12:(	TaxDist 56401		
	Bldg $	965,000.00	Book	35535			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	585	NAV		
56434222280020704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-704
LORDELO CIDALIA M	Value $	1,200,000.00	Price $	1,225,000.00	PUSE CONDOMINIUM		
40 SILVER BROOK LN	Taxbl $	1,200,000.00	Date	10/3/2025 12	TaxDist 56401		
	Bldg $	1,200,000.00	Book	36107			
NORWELL MA 02061 2445	Land $	0.00	Page	1488	NAV		
56434222280020801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-801
BEACHFRONT 801 LLC	Value $	1,070,000.00	Price $	640,000.00	PUSE CONDOMINIUM		
17729 ROOSEVELT RD STE A	Taxbl $	775,973.00	Date	7/27/2020 12	TaxDist 56401		
	Bldg $	1,070,000.00	Book	31627			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1900	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-802
PERRY JOHN B III TRUST &	Value $	1,165,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 243	Taxbl $	937,024.00	Date	8/10/2004 12	TaxDist 56401		
	Bldg $	1,165,000.00	Book	17453			
FOREST VA 24551 0243	Land $	0.00	Page	470	NAV		
56434222280020803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-803
JARVI NEEME A TRUST &	Value $	1,280,000.00	Price $	1,600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1902	Taxbl $	1,280,000.00	Date	6/7/2024 12:(	TaxDist 56401		
	Bldg $	1,280,000.00	Book	35098			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	630	NAV		
56434222280020804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-804
ROSENBERG SHARON M	Value $	975,000.00	Price $	750,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT ET-804	Taxbl $	458,622.00	Date	5/20/2004 12	TaxDist 56401		
	Bldg $	975,000.00	Book	17067			
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	1646	NAV		
56434222280020901	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-901
HOLLAND MARK	Value $	1,080,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 901	Taxbl $	360,310.00	Date	8/19/2022 12	TaxDist 56401		
	Bldg $	1,080,000.00	Book	33791			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	59	NAV		
56434222280020902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-902
VACCARO DOMENICO G &	Value $	1,175,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
8101 PINEHURST HARBOUR WAY	Taxbl $	944,345.00	Date	3/26/2003 12	TaxDist 56401		
	Bldg $	1,175,000.00	Book	14994			
PASADENA MD 21122 5744	Land $	0.00	Page	1159	NAV		
56434222280020903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-903
DOWNEY PATRICIA D	Value $	985,000.00	Price $	680,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 903	Taxbl $	379,482.00	Date	9/15/2017 12	TaxDist 56401		
	Bldg $	985,000.00	Book	29364			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	1487	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-904
LAUDICINA ROBERT A &	Value $	985,000.00	Price $	470,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 904	Taxbl $	464,910.00	Date	8/1/2002 12:(	TaxDist 56401		
	Bldg $	985,000.00	Book	14076			
SINGER ISLAND FL 33404 2848	Land $	0.00	Page	1125	NAV		
56434222280021001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1001
ROSS NANCY S &	Value $	1,090,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1001	Taxbl $	519,356.00	Date	3/22/2018 12	TaxDist 56401		
	Bldg $	1,090,000.00	Book	29749			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1441	NAV		
56434222280021002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1002
COMMENT INVEST FL INC	Value $	1,185,000.00	Price $	404,900.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1002	Taxbl $	951,665.00	Date	11/1/1990 12	TaxDist 56401		
	Bldg $	1,185,000.00	Book	06662			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1957	NAV		
56434222280021003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1003
MAGNOTTI MARILYN J	Value $	995,000.00	Price $	1.00	PUSE CONDOMINIUM		
164 SHORELINE DR	Taxbl $	732,050.00	Date	7/6/2005 12:(	TaxDist 56401		
	Bldg $	995,000.00	Book	18981			
CANONSBURG PA 15317 6635	Land $	0.00	Page	716	NAV		
56434222280021004	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-1004
SMITH LARRY M &	Value $	995,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	995,000.00	Date	5/15/2025 12	TaxDist 56401		
	Bldg $	995,000.00	Book	35759			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1735	NAV		
56434222280021101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1101
KAMODA EMIKO	Value $	1,100,000.00	Price $	930,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1101	Taxbl $	847,000.00	Date	8/6/2021 12:(	TaxDist 56401		
	Bldg $	1,100,000.00	Book	32777			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	749	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1102
SCHULZ DALE V TRUST	Value $	1,195,000.00	Price $	10.00	PUSE CONDOMINIUM		
3125 FAIRCHILD AVE	Taxbl $	958,986.00	Date	3/10/2021 12	TaxDist 56401		
	Bldg $	1,195,000.00	Book	32335			
WAYZATA MN 55391 2909	Land $	0.00	Page	1324	NAV		
56434222280021103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1103
VALSI DOMENICO &	Value $	1,005,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
65 EDGEHILL RD	Taxbl $	739,371.00	Date	2/17/2014 12	TaxDist 56401		
ETOBICOKE ON	Bldg $	1,005,000.00	Book	26661			
M9A 4N1 CANADA	Land $	0.00	Page	1856	NAV		
56434222280021104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1104
DATAHAMI LTD PRTNRSHP	Value $	1,005,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	812,576.00	Date	11/9/2007 12	TaxDist 56401		
	Bldg $	1,005,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
56434222280021201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1201
SIVALINGAM ARUNAN &	Value $	1,470,000.00	Price $	1,837,500.00	PUSE CONDOMINIUM		
210 W WASHINGTON SQ APT 3NE	Taxbl $	1,470,000.00	Date	6/14/2023 12	TaxDist 56401		
	Bldg $	1,470,000.00	Book	34424			
PHILADELPHIA PA 19106 3523	Land $	0.00	Page	1948	NAV		
56434222280021202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1202
BEACHFRONT 1202 LLC	Value $	1,205,000.00	Price $	1,500,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	1,205,000.00	Date	5/2/2024 12:(	TaxDist 56401		
	Bldg $	1,205,000.00	Book	35040			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	883	NAV		
56434222280021203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1203
MCMANUS JAMES D &	Value $	1,015,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1203	Taxbl $	964,278.00	Date	5/30/2017 12	TaxDist 56401		
	Bldg $	1,015,000.00	Book	29127			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1268	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1204
DI BONAVENTURA ITALO &	Value $	1,015,000.00	Price $	580,000.00	PUSE CONDOMINIUM		
52 HIGH MEADOW PLACE	Taxbl $	819,896.00	Date	11/6/2014 12	TaxDist 56401		
NORTH YORK, ON	Bldg $	1,015,000.00	Book	27239			
M9L 2Z5 CANADA	Land $	0.00	Page	1480	NAV		
56434222280021401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1401
OTTING PATRICIA A	Value $	1,120,000.00	Price $	385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1401	Taxbl $	377,595.00	Date	8/1/1997 12:(	TaxDist 56401		
	Bldg $	1,120,000.00	Book	09971			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	0357	NAV		
56434222280021402	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-B-1402
GOODRICH WILLIAM &	Value $	1,215,000.00	Price $	890,000.00	PUSE CONDOMINIUM		
20 BEAUCLAIRE LN	Taxbl $	973,627.00	Date	6/1/2020 12:(	TaxDist 56401		
	Bldg $	1,215,000.00	Book	31488			
FAIRPORT NY 14450 4618	Land $	0.00	Page	804	NAV		
56434222280021403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1403
MCKINLEY RICHARD M &	Value $	1,120,000.00	Price $	975,000.00	PUSE CONDOMINIUM		
207 ADDISON AVE	Taxbl $	1,120,000.00	Date	2/23/2021 12	TaxDist 56401		
	Bldg $	1,120,000.00	Book	32261			
FRANKLIN TN 37064 8638	Land $	0.00	Page	809	NAV		
56434222280021404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1404
COLLETTI MARLA	Value $	1,025,000.00	Price $	575,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1404	Taxbl $	490,062.00	Date	2/11/2011 12	TaxDist 56401		
	Bldg $	1,025,000.00	Book	24372			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	210	NAV		
56434222280021501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1501
DIEROFF GERHARD H TRUST FBO	Value $	1,130,000.00	Price $	10.00	PUSE CONDOMINIUM		
7006 TIFFANY CIR	Taxbl $	1,130,000.00	Date	11/15/2022 1	TaxDist 56401		
	Bldg $	1,130,000.00	Book	34093			
FAYETTEVILLE NY 13066 9788	Land $	0.00	Page	1243	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

564342222800215O2	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-1502
FIORINI MARK &	Value $	1,225,000.00	Price $	1,200,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	1,062,450.00	Date	2/13/2020 12	TaxDist	56401		
	Bldg $	1,225,000.00	Book	31235				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1443	NAV			
564342222800215O3	Acres	0.00	Sales instr	QC	MTG		MARTINIQUE 2 COND	UNIT ET-C-1503
FOX JANICE R &	Value $	1,035,000.00	Price $	10.00	PUSE	CONDOMINIUM		
43 SANDRINGHJAM DR	Taxbl $	761,332.00	Date	5/14/2015 12	TaxDist	56401		
TORONTO ONTARIO	Bldg $	1,035,000.00	Book	27590				
M5M 3G4 CANADA	Land $	0.00	Page	1405	NAV			
564342222800215O4	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-D-1504
BEDDOW DAVID T TRUST &	Value $	1,035,000.00	Price $	10.00	PUSE	CONDOMINIUM		
7204 BRIDLE TER	Taxbl $	834,537.00	Date	10/13/2021 1	TaxDist	56401		
	Bldg $	1,035,000.00	Book	33013				
POTOMAC MD 20854 3886	Land $	0.00	Page	1106	NAV			
564342222800216O1	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-A-1601
LAMBERT VINCENT J &	Value $	1,695,000.00	Price $	2,025,000.00	PUSE	CONDOMINIUM		
19 WYCKHAM HILL LN	Taxbl $	1,695,000.00	Date	12/4/2023 12	TaxDist	56401		
	Bldg $	1,695,000.00	Book	34728				
GREENWICH CT 06831 3049	Land $	0.00	Page	950	NAV			
564342222800216O2	Acres	0.00	Sales instr	LE	MTG		MARTINIQUE 2 COND	UNIT ET-B-1602
BECKERMAN CHARLOTTE	Value $	1,235,000.00	Price $	10.00	PUSE	CONDOMINIUM		
400 N OCEAN DR APT 1602	Taxbl $	455,847.00	Date	1/8/2023 12:(	TaxDist	56401		
	Bldg $	1,235,000.00	Book	34060				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1978	NAV			
564342222800216O3	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-C-1603
FINK BRUCE TRUST &	Value $	1,045,000.00	Price $	10.00	PUSE	CONDOMINIUM		
945 MAPLE LN	Taxbl $	768,653.00	Date	3/17/2025 12	TaxDist	56401		
	Bldg $	1,045,000.00	Book	35658				
EAST MEADOW NY 11554 4551	Land $	0.00	Page	34	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1604
DIAMOND AUDLEY &	Value $	1,045,000.00	Price $	661,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	595,818.00	Date	6/17/2016 12	TaxDist 56401		
	Bldg $	1,045,000.00	Book	28399			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	424	NAV		
56434222280021701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1701
MACKRES GEORGE &	Value $	1,150,000.00	Price $	615,000.00	PUSE CONDOMINIUM		
PO BOX 355	Taxbl $	834,537.00	Date	1/8/2014 12:(	TaxDist 56401		
	Bldg $	1,150,000.00	Book	26574			
WARETOWN NJ 08758 0355	Land $	0.00	Page	303	NAV		
56434222280021702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1702
SCHECTOR CLARISE	Value $	1,245,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1702	Taxbl $	662,579.00	Date	3/31/2016 12	TaxDist 56401		
	Bldg $	1,245,000.00	Book	28199			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1323	NAV		
56434222280021703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1703
HOLMES SANDRA K &	Value $	1,055,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1703	Taxbl $	999,278.00	Date	12/13/2021 1	TaxDist 56401		
	Bldg $	1,055,000.00	Book	33154			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	105	NAV		
56434222280021704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1704
PROVANZANO ANTHONY D	Value $	1,055,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1704	Taxbl $	601,440.00	Date	1/16/2020 12	TaxDist 56401		
	Bldg $	1,055,000.00	Book	31206			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1277	NAV		
56434222280021801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1801
MCCORMICK DONALD J &	Value $	1,160,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
72 HIGHLAND DOWN	Taxbl $	841,858.00	Date	6/15/2017 12	TaxDist 56401		
	Bldg $	1,160,000.00	Book	29178			
SHOREHAM NY 11786 1124	Land $	0.00	Page	1529	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1802
KENNEDY JOHH &	Value $	1,255,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,002,909.00	Date	12/30/2005 1	TaxDist 56401		
	Bldg $	1,255,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		
56434222280021803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1803
KISHORE NEETA &	Value $	1,065,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
1135 SUMMERHILL DR	Taxbl $	783,294.00	Date	12/8/2014 12	TaxDist 56401		
	Bldg $	1,065,000.00	Book	27297			
AKRON OH 44333 2952	Land $	0.00	Page	1269	NAV		
56434222280021804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1804
TWO TWO FIVE SEVEN SIX ONE	Value $	1,065,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
11 WESTMOUNT PARK RD	Taxbl $	856,499.00	Date	2/1/1990 12:(	TaxDist 56401		
ETOBICOKE ON	Bldg $	1,065,000.00	Book	06385			
M9P 1R4 CANADA	Land $	0.00	Page	1116	NAV		
56434222280021901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1901
JARVI KRISTJAN &	Value $	1,170,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1901	Taxbl $	1,119,278.00	Date	1/26/2024 12	TaxDist 56401		
	Bldg $	1,170,000.00	Book	34803			
RIVIERA BEACH FL 33404 2876	Land $	0.00	Page	1711	NAV		
56434222280021902	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-B-1902
JARVI NEEME A &	Value $	1,265,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 1902	Taxbl $	503,701.00	Date	5/4/2010 12:(	TaxDist 56401		
	Bldg $	1,265,000.00	Book	23914			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1247	NAV		
56434222280021903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1903
MCCULLOCH THANIA M &	Value $	1,115,000.00	Price $	1,045,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1903	Taxbl $	951,974.00	Date	6/15/2021 12	TaxDist 56401		
	Bldg $	1,115,000.00	Book	32675			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	502	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1904
SCHARF SALLY WILL OF	Value $	1,075,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
307 LEADER HEIGHTS RD	Taxbl $	863,819.00	Date	11/16/2004 1	TaxDist 56401		
	Bldg $	1,075,000.00	Book	17770			
YORK PA 17402 5024	Land $	0.00	Page	618	NAV		
56434222280022001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2001
MEYER JONATHAN T &	Value $	1,180,000.00	Price $	1,060,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	910,654.00	Date	2/18/2020 12	TaxDist 56401		
	Bldg $	1,180,000.00	Book	31272			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV		
56434222280022002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2002
RINTOUL DARREN &	Value $	1,275,000.00	Price $	1,025,000.00	PUSE CONDOMINIUM		
4.4524 ELDORADO COURT	Taxbl $	1,107,150.00	Date	4/27/2021 12	TaxDist 56401		
KELOWNA BC	Bldg $	1,275,000.00	Book	32465			
V1W1G3 CANADA	Land $	0.00	Page	1241	NAV		
56434222280022003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2003
CARLONE JOSEPH &	Value $	1,085,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2003	Taxbl $	562,086.00	Date	11/6/2020 12	TaxDist 56401		
	Bldg $	1,085,000.00	Book	31931			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1234	NAV		
56434222280022004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2004
GRIGORIAN VADIM &	Value $	1,105,000.00	Price $	1,085,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2004	Taxbl $	994,002.00	Date	11/30/2021 1	TaxDist 56401		
	Bldg $	1,105,000.00	Book	33109			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	325	NAV		
56434222280022101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2101
LARSON SCOTT K &	Value $	1,190,000.00	Price $	1,300,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2101	Taxbl $	786,575.00	Date	5/11/2022 12	TaxDist 56401		
	Bldg $	1,190,000.00	Book	33568			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1346	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2102
BK GROUP	Value $	1,285,000.00	Price $	373,000.00	PUSE CONDOMINIUM		
TILLIMAKI 10	Taxbl $	1,024,870.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	1,285,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1833	NAV		
56434222280022103	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2103
NOBBIN DEV LTD	Value $	1,095,000.00	Price $	100.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	805,255.00	Date	2/1/1997 12:(	TaxDist 56401		
DOWNSVIEW ON	Bldg $	1,095,000.00	Book	09696			
M3K 2A8 CANADA	Land $	0.00	Page	0363	NAV		
56434222280022104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-2104
KREPOSTMAN JAIME &	Value $	1,095,000.00	Price $	760,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2104	Taxbl $	623,927.00	Date	11/23/2004 1	TaxDist 56401		
	Bldg $	1,095,000.00	Book	17804			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	575	NAV		
56434222280022201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2201
CZAJKOWSKI PETER J &	Value $	1,200,000.00	Price $	605,000.00	PUSE CONDOMINIUM		
7408 WASHINGTON AVE	Taxbl $	871,140.00	Date	8/7/2012 12:(	TaxDist 56401		
	Bldg $	1,200,000.00	Book	25409			
SAINT LOUIS MO 63130 4048	Land $	0.00	Page	693	NAV		
56434222280022202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2202
FERRY WILLIAM	Value $	1,295,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
17 PEARL BROOK RD	Taxbl $	1,032,191.00	Date	12/29/2011 1	TaxDist 56401		
	Bldg $	1,295,000.00	Book	24943			
SOUTHWICK MA 01077 9389	Land $	0.00	Page	1820	NAV		
56434222280022203	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2203
BOUSABA ADELE	Value $	1,105,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2203	Taxbl $	540,370.00	Date	6/18/2014 12	TaxDist 56401		
	Bldg $	1,105,000.00	Book	26892			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	728	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2204
MDFL LLC	Value $	1,105,000.00	Price $	10.00	PUSE CONDOMINIUM		
1209 HILL RD N STE 225	Taxbl $	885,781.00	Date	12/26/2017 1	TaxDist 56401		
	Bldg $	1,105,000.00	Book	29551			
PICKERINGTON OH 43147 8888	Land $	0.00	Page	330	NAV		
56434222280022301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2301
CHRISTENSEN SUZANNE E	Value $	1,585,000.00	Price $	1,975,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2301	Taxbl $	1,534,278.00	Date	10/4/2023 12	TaxDist 56401		
	Bldg $	1,585,000.00	Book	34609			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1384	NAV		
56434222280022302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2302
BK GROUP	Value $	1,305,000.00	Price $	379,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	1,039,511.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	1,305,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1818	NAV		
56434222280022303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2303
BK GROUP	Value $	1,115,000.00	Price $	269,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	819,896.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	1,115,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1750	NAV		
56434222280022304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2304
LHEUREUX TAMMY	Value $	1,115,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2304	Taxbl $	546,658.00	Date	9/18/2008 12	TaxDist 56401		
	Bldg $	1,115,000.00	Book	22875			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1820	NAV		
56434222280022401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2401
PETRO FRED A EST	Value $	1,220,000.00	Price $	790,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2401	Taxbl $	978,278.00	Date	4/27/2021 12	TaxDist 56401		
	Bldg $	1,220,000.00	Book	32458			
RIVIERA BEACH FL 33404 2878	Land $	0.00	Page	390	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022402	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-2402
KENNEDY JOHN &	Value $	1,315,000.00	Price $	795,000.00	PUSE	CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,046,832.00	Date	3/15/2011 12	TaxDist	56401		
	Bldg $	1,315,000.00	Book	24417				
KENTWOOD MI 49512 3911	Land $	0.00	Page	1116	NAV			
56434222280022403	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-C-2403
BK GROUP	Value $	1,125,000.00	Price $	272,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	827,217.00	Date	11/1/1989 12	TaxDist	56401		
HELSINKI	Bldg $	1,125,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1761	NAV			
56434222280022404	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-D-2404
MECHAS CONSTANT &	Value $	1,125,000.00	Price $	850,000.00	PUSE	CONDOMINIUM		
2150 CAMBRIDGE RD	Taxbl $	900,422.00	Date	11/20/2009 1	TaxDist	56401		
MOUNT ROYAL QC	Bldg $	1,125,000.00	Book	23571				
H3R 2Y3 CANADA	Land $	0.00	Page	748	NAV			
56434222280022501	Acres	0.00	Sales instr	LE	MTG		MARTINIQUE 2 COND	UNIT ET-A-LPH-1
LEADER JOHN CARL	Value $	1,230,000.00	Price $	10.00	PUSE	CONDOMINIUM		
4000 N OCEAN BLVD UNIT LPH-1	Taxbl $	482,501.00	Date	2/15/2008 12	TaxDist	56401		
	Bldg $	1,230,000.00	Book	22471				
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	622	NAV			
56434222280022502	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-LPH-2
PATEL HEMIKSHA &	Value $	1,325,000.00	Price $	875,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR UNIT ET 2502	Taxbl $	758,857.00	Date	9/9/2008 12:(	TaxDist	56401		
	Bldg $	1,325,000.00	Book	22867				
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	346	NAV			
56434222280022503	Acres	0.00	Sales instr	LA	MTG		MARTINIQUE 2 COND	UNIT ET-C-LPH-3
BERGER ALBERT &	Value $	1,685,000.00	Price $	0.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 2503	Taxbl $	1,146,931.00	Date	5/17/2022 12	TaxDist	56401		
	Bldg $	1,685,000.00	Book	34022				
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	506	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-LPH-4
IANNITTO JOHN	Value $	1,135,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2504	Taxbl $	907,742.00	Date	8/18/2004 12	TaxDist 56401		
	Bldg $	1,135,000.00	Book	17421			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1618	NAV		
56434222280022601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-PH-1
WILDER LEWIS &	Value $	1,330,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2601	Taxbl $	667,579.00	Date	12/10/2010 1	TaxDist 56401		
	Bldg $	1,330,000.00	Book	24316			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	987	NAV		
56434222280022602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-PH-2
SPOTA JESS P &	Value $	1,425,000.00	Price $	400,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2602E	Taxbl $	1,156,639.00	Date	4/8/1998 12:(	TaxDist 56401		
	Bldg $	1,425,000.00	Book	10338			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	1813	NAV		
56434222280022603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
PEREZ CALIXTO JR	Value $	1,300,000.00	Price $	725,000.00	PUSE CONDOMINIUM	UNIT ET-C-PH3	
4000 N OCEAN DR PH 2603	Taxbl $	907,742.00	Date	11/17/2020 1	TaxDist 56401		
	Bldg $	1,300,000.00	Book	31981			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1335	NAV		
56434222280022604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
GOLDENHERSH DEBRA	Value $	1,235,000.00	Price $	850,000.00	PUSE CONDOMINIUM	UNIT ET-D-PH4	
4000 N OCEAN DR PH 4	Taxbl $	571,812.00	Date	10/12/2009 1	TaxDist 56401		
	Bldg $	1,235,000.00	Book	23497			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	422	NAV		
56434222280030102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-102
MARTINIQUE 2 OWNERS ASSN INC	Value $	0.00	Price $	100.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 102	Taxbl $	0.00	Date	12/1/1990 12	TaxDist 56401		
	Bldg $	0.00	Book	06682			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1471	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-103
SADAKA THEODORE N TRUST	Value $	880,000.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 103	Taxbl $	880,000.00	Date	11/1/2023 12	TaxDist 56401		
	Bldg $	880,000.00	Book	34663			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	956	NAV		
56434222280030104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-104
104 PROPERTY LLC	Value $	535,000.00	Price $	450,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 304	Taxbl $	535,000.00	Date	8/6/2025 12:(	TaxDist 56401		
	Bldg $	535,000.00	Book	35968			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	502	NAV		
56434222280030201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-201
WILLIAMS RICHARD D TRUST	Value $	600,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 201	Taxbl $	600,000.00	Date	3/4/2025 12:(	TaxDist 56401		
	Bldg $	600,000.00	Book	35596			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	497	NAV		
56434222280030202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-202
EDELMAN HOWARD &	Value $	950,000.00	Price $	1,160,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 202	Taxbl $	899,278.00	Date	6/1/2023 12:(	TaxDist 56401		
	Bldg $	950,000.00	Book	34351			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1578	NAV		
56434222280030203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-203
LONG EVERETT G &	Value $	500,000.00	Price $	210,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 203W	Taxbl $	0.00	Date	11/7/2000 12	TaxDist 56401		
	Bldg $	500,000.00	Book	12130			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1419	NAV		
56434222280030204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-204
MURACO JOHN F	Value $	555,000.00	Price $	212,900.00	PUSE CONDOMINIUM		
3 MEADOW DR	Taxbl $	555,000.00	Date	6/1/1991 12:(	TaxDist 56401		
	Bldg $	555,000.00	Book	06880			
FAYETTEVILLE NY 13066 2522	Land $	0.00	Page	1675	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-301
MINASIAN KENNETH R TR &	Value $	635,000.00	Price $	10.00	PUSE CONDOMINIUM		
6 MAPLEWOOD DR	Taxbl $	635,000.00	Date	3/14/2007 12	TaxDist 56401		
	Bldg $	635,000.00	Book	21608			
LINCOLN RI 02865 4526	Land $	0.00	Page	526	NAV		
56434222280030302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-302
EAGLE MARKET MAKERS REAL ESTATE LLC	Value $	790,000.00	Price $	500,000.00	PUSE CONDOMINIUM		
3605 SPRINGHILL BUSINESS PARK STE A	Taxbl $	790,000.00	Date	5/7/2012 12:(	TaxDist 56401		
	Bldg $	790,000.00	Book	25195			
MOBILE AL 36608 1239	Land $	0.00	Page	481	NAV		
56434222280030303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-303
ROTHENBERG DAVID S &	Value $	610,000.00	Price $	535,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 303	Taxbl $	501,661.00	Date	8/24/2021 12	TaxDist 56401		
	Bldg $	610,000.00	Book	32850			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1699	NAV		
56434222280030304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-304
VALERIUS GERARD &	Value $	575,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 304	Taxbl $	393,940.00	Date	2/4/2019 12:(	TaxDist 56401		
	Bldg $	575,000.00	Book	30403			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	935	NAV		
56434222280030401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-401
REGINA FELICIA L &	Value $	655,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
110 DINSMORE ST APT A	Taxbl $	655,000.00	Date	2/24/2022 12	TaxDist 56401		
	Bldg $	655,000.00	Book	33361			
STATEN ISLAND NY 10314 3863	Land $	0.00	Page	1771	NAV		
56434222280030402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-402
PLUCHINO CHRISTOPHER &	Value $	810,000.00	Price $	995,000.00	PUSE CONDOMINIUM		
14823 BRAMBLEWOOD DR	Taxbl $	547,945.00	Date	7/21/2025 12	TaxDist 56401		
	Bldg $	810,000.00	Book	35900			
HOUSTON TX 77079 6303	Land $	0.00	Page	1648	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030403	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-403
ROTHMAN JAY	Value $	550,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 403	Taxbl $	410,289.00	Date	9/27/2019 12	TaxDist 56401		
	Bldg $	550,000.00	Book	31020			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1781	NAV		
56434222280030404	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT WT-D-404
HARTLEY ROGER E	Value $	595,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 404	Taxbl $	411,742.00	Date	11/18/2016 1	TaxDist 56401		
	Bldg $	595,000.00	Book	28723			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1441	NAV		
56434222280030501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-501
SLOSER MICHAEL E &	Value $	675,000.00	Price $	383,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 501	Taxbl $	395,739.00	Date	3/7/2003 12:(	TaxDist 56401		
	Bldg $	675,000.00	Book	14968			
SINGER ISLAND FL 33404 2851	Land $	0.00	Page	476	NAV		
56434222280030502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-502
NACCARATO LAURA	Value $	830,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	578,098.00	Date	3/14/2007 12	TaxDist 56401		
	Bldg $	830,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280030503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-503
AVON LOAN SERVICING LLC	Value $	725,000.00	Price $	715,000.00	PUSE CONDOMINIUM		
6 TURNBERRY CT # 503	Taxbl $	725,000.00	Date	7/19/2021 12	TaxDist 56401		
	Bldg $	725,000.00	Book	32734			
MOORESTOWN NJ 08057 3953	Land $	0.00	Page	1369	NAV		
56434222280030504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-504
BARSCH FRED A &	Value $	615,000.00	Price $	570,000.00	PUSE CONDOMINIUM		
6307 N COUNTRY RD	Taxbl $	615,000.00	Date	6/24/2015 12	TaxDist 56401		
	Bldg $	615,000.00	Book	27676			
WADING RIVER NY 11792 1638	Land $	0.00	Page	672	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-601
VESPA CHARLES J &	Value $	730,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 601	Taxbl $	420,892.00	Date	2/2/2010 12:(	TaxDist 56401		
	Bldg $	730,000.00	Book	23731			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1985	NAV		
56434222280030602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-602
FILIPSKI JAMES R TRUST &	Value $	900,000.00	Price $	10.00	PUSE CONDOMINIUM		
43 TOP NOTCH DR	Taxbl $	900,000.00	Date	5/6/2014 12:(	TaxDist 56401		
	Bldg $	900,000.00	Book	26838			
LITTLE FALLS NY 13365 5929	Land $	0.00	Page	297	NAV		
56434222280030603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-603
DAURIA NANCY M TR	Value $	660,000.00	Price $	198,000.00	PUSE CONDOMINIUM		
2 ORCHARD LN	Taxbl $	660,000.00	Date	3/10/2000 12	TaxDist 56401		
	Bldg $	660,000.00	Book	11699			
LEXINGTON MA 02420 2600	Land $	0.00	Page	1421	NAV		
56434222280030604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-604
SMITH LARRY M	Value $	715,000.00	Price $	465,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	450,947.00	Date	12/12/2019 1	TaxDist 56401		
	Bldg $	715,000.00	Book	31096			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	608	NAV		
56434222280030701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-701
SWEET RICHARD & BARBARA TRUST	Value $	740,000.00	Price $	27.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	739,371.00	Date	3/20/2023 12	TaxDist 56401		
	Bldg $	740,000.00	Book	34199			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1230	NAV		
56434222280030702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-702
BARBALIOS RYAN II	Value $	910,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 702	Taxbl $	910,000.00	Date	3/21/2025 12	TaxDist 56401		
	Bldg $	910,000.00	Book	35647			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	909	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-703
LORTIE JOINT TRUST	Value $	670,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	670,000.00	Date	3/19/2019 12	TaxDist 56401		
SAINT LAMBERT, QC	Bldg $	670,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	491	NAV		
56434222280030704	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-704
LORTIE JOINT TRUST	Value $	725,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	716,678.00	Date	3/19/2019 12	TaxDist 56401		
SAINT LAMBERT, QC	Bldg $	725,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	493	NAV		
56434222280030801	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-801
ERSCHELL SWEET BARBARA LIVING TRUST	Value $	750,000.00	Price $	0.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	746,691.00	Date	2/22/2024 12	TaxDist 56401		
	Bldg $	750,000.00	Book	34872			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1707	NAV		
56434222280030802	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-802
KORFF JOSEPH	Value $	920,000.00	Price $	825,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 802	Taxbl $	920,000.00	Date	2/23/2022 12	TaxDist 56401		
	Bldg $	920,000.00	Book	33347			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1010	NAV		
56434222280030803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-803
EID J FRANCOIS &	Value $	680,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	680,000.00	Date	7/24/2013 12	TaxDist 56401		
	Bldg $	680,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1495	NAV		
56434222280030804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-804
NISSLEY DAVID M &	Value $	735,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 804	Taxbl $	517,109.00	Date	11/2/2021 12	TaxDist 56401		
	Bldg $	735,000.00	Book	33138			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	320	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-901
OHMAN ANDERSON C SR	Value $	760,000.00	Price $	517,500.00	PUSE CONDOMINIUM		
PO BOX 277	Taxbl $	754,012.00	Date	2/16/2012 12	TaxDist 56401		
	Bldg $	760,000.00	Book	25050			
MIDDLEFIELD OH 44062 0277	Land $	0.00	Page	1389	NAV		
56434222280030902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-902
SLS AGENCY LLC	Value $	940,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	940,000.00	Date	10/4/2018 12	TaxDist 56401		
	Bldg $	940,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280030903	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-903
DOLUNAY OZER M	Value $	765,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 903	Taxbl $	216,963.00	Date	7/20/2023 12	TaxDist 56401		
	Bldg $	765,000.00	Book	34456			
RIVIERA BEACH FL 33404 2880	Land $	0.00	Page	595	NAV		
56434222280030904	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-904
VENTRESCA LEONARD &	Value $	745,000.00	Price $	302,500.00	PUSE CONDOMINIUM		
89 COTTAGE ST	Taxbl $	745,000.00	Date	7/18/2023 12	TaxDist 56401		
	Bldg $	745,000.00	Book	34477			
DOYLESTOWN PA 18901 4460	Land $	0.00	Page	1576	NAV		
56434222280031001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1001
LOBO ALFRED F &	Value $	770,000.00	Price $	755,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1001	Taxbl $	761,332.00	Date	3/25/2005 12	TaxDist 56401		
	Bldg $	770,000.00	Book	18316			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	734	NAV		
56434222280031002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1002
STAFFORD SIDNEY A LIVING TRUST	Value $	940,000.00	Price $	765,000.00	PUSE CONDOMINIUM		
9701 W GRAND AVE STE A	Taxbl $	940,000.00	Date	5/1/2020 12:(	TaxDist 56401		
	Bldg $	940,000.00	Book	31421			
FRANKLIN PARK IL 60131 3361	Land $	0.00	Page	638	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1003
IUELE GIUSEPPE &	Value $	700,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1003	Taxbl $	700,000.00	Date	5/2/2016 12:(	TaxDist 56401		
	Bldg $	700,000.00	Book	28342			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	626	NAV		
56434222280031004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1004
SAVOY RESOURCES LP	Value $	755,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
4334 MYERWOOD LN	Taxbl $	740,835.00	Date	12/21/2012 1	TaxDist 56401		
	Bldg $	755,000.00	Book	25735			
DALLAS TX 75244 7441	Land $	0.00	Page	1302	NAV		
56434222280031101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1101
HUDSON TAMMERA	Value $	780,000.00	Price $	980,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1101	Taxbl $	490,064.00	Date	6/24/2025 12	TaxDist 56401		
	Bldg $	780,000.00	Book	35855			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	159	NAV		
56434222280031102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1102
ANSPACH BARTH L &	Value $	950,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1102	Taxbl $	629,692.00	Date	5/31/2012 12	TaxDist 56401		
	Bldg $	950,000.00	Book	25252			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1045	NAV		
56434222280031103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1103
COMMODORE KNIGHT REALTY LLC	Value $	1,540,000.00	Price $	1,610,000.00	PUSE CONDOMINIUM		
1288 ALABAMA DR	Taxbl $	1,540,000.00	Date	2/25/2022 12	TaxDist 56401		
	Bldg $	1,540,000.00	Book	33364			
WINTER PARK FL 32789 2674	Land $	0.00	Page	1554	NAV		
56434222280031104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1104
DESMEULES CLAUDE &	Value $	765,000.00	Price $	275,000.00	PUSE CONDOMINIUM		
3500 AUTOROUTE LAVAL QUEST	Taxbl $	748,888.00	Date	5/1/1996 12:(	TaxDist 56401		
LAVAL QC	Bldg $	765,000.00	Book	09308			
H7T 2H6 CANADA	Land $	0.00	Page	1335	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1201
HOPKINS ROBERT J &	Value $	790,000.00	Price $	925,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1201	Taxbl $	739,278.00	Date	12/2/2024 12	TaxDist 56401		
	Bldg $	790,000.00	Book	35454			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1585	NAV		
56434222280031202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1202
WALKER REBECCA B &	Value $	960,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1202	Taxbl $	680,149.00	Date	8/29/2016 12	TaxDist 56401		
	Bldg $	960,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280031203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1203
MARTINO ROBERTO &	Value $	720,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
PO BOX 535	Taxbl $	717,409.00	Date	4/17/2017 12	TaxDist 56401		
	Bldg $	720,000.00	Book	29035			
KATONAH NY 10536 0535	Land $	0.00	Page	1778	NAV		
56434222280031204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1204
COCOZZA PAUL F &	Value $	775,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1204	Taxbl $	627,748.00	Date	9/28/2021 12	TaxDist 56401		
	Bldg $	775,000.00	Book	32943			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	357	NAV		
56434222280031401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1401
GAITO PETER &	Value $	1,015,000.00	Price $	995,000.00	PUSE CONDOMINIUM		
4 PEBBLE BEACH DR	Taxbl $	1,015,000.00	Date	3/14/2022 12	TaxDist 56401		
	Bldg $	1,015,000.00	Book	33405			
PURCHASE NY 10577 1512	Land $	0.00	Page	748	NAV		
56434222280031402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1402
JDL FLA HOLDINGS INC	Value $	970,000.00	Price $	795,000.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	958,986.00	Date	4/15/2014 12	TaxDist 56401		
TORONTO ON	Bldg $	970,000.00	Book	26737			
M3K 2A8 CANADA	Land $	0.00	Page	148	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031403	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-C-1403
BERGER MICHAEL J &	Value $	730,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1403	Taxbl $	505,864.00	Date	2/1/2022 12:(	TaxDist 56401		
	Bldg $	730,000.00	Book	33352			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1292	NAV		
56434222280031404	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-1404
ROBINSON FRED I TRUST &	Value $	785,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1404	Taxbl $	764,993.00	Date	4/23/2020 12	TaxDist 56401		
	Bldg $	785,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1722	NAV		
56434222280031501	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-1501
REA ANNE	Value $	810,000.00	Price $	352,000.00	PUSE CONDOMINIUM		
20 PEEPERS HOLLOW RD	Taxbl $	790,614.00	Date	7/9/2001 12:(	TaxDist 56401		
	Bldg $	810,000.00	Book	12746			
GREENWICH CT 06831 3225	Land $	0.00	Page	1505	NAV		
56434222280031502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1502
ONEILL ZAIRA Z	Value $	980,000.00	Price $	380,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1502	Taxbl $	480,720.00	Date	8/1/1993 12:(	TaxDist 56401		
	Bldg $	980,000.00	Book	07853			
SINGER ISLAND FL 33404 2881	Land $	0.00	Page	1943	NAV		
56434222280031503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1503
MASON MILO &	Value $	865,000.00	Price $	736,250.00	PUSE CONDOMINIUM		
6863 SPARROW HAWK DR	Taxbl $	865,000.00	Date	8/22/2018 12	TaxDist 56401		
	Bldg $	865,000.00	Book	30084			
WEST PALM BCH FL 33412 3053	Land $	0.00	Page	1605	NAV		
56434222280031504	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-1504
GALATI MARY &	Value $	795,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1504	Taxbl $	446,046.00	Date	6/18/2009 12	TaxDist 56401		
	Bldg $	795,000.00	Book	23311			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	674	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031601	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-A-1601
BUTLER MARY K TRUST	Value $	820,000.00	Price $	0.00	PUSE CONDOMINIUM		
2723 S ZUNIS AVE	Taxbl $	797,935.00	Date	12/19/2024 1	TaxDist 56401		
	Bldg $	820,000.00	Book	35466			
TULSA OK 74114 4235	Land $	0.00	Page	1484	NAV		
56434222280031602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1602
CASANO EGNAZIO &	Value $	990,000.00	Price $	1,209,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1602	Taxbl $	939,278.00	Date	1/18/2023 12	TaxDist 56401		
	Bldg $	990,000.00	Book	34079			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	338	NAV		
56434222280031603	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-1603
TRIOZZI MONICA M &	Value $	750,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1603	Taxbl $	585,599.00	Date	1/18/2012 12	TaxDist 56401		
	Bldg $	750,000.00	Book	24964			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1004	NAV		
56434222280031604	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-D-1604
CHRISTIANO ALBERT R	Value $	805,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1604	Taxbl $	749,278.00	Date	5/2/2025 12:(	TaxDist 56401		
	Bldg $	805,000.00	Book	35778			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1055	NAV		
56434222280031701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1701
EICHNER EUGENE &	Value $	830,000.00	Price $	259,900.00	PUSE CONDOMINIUM		
29 HEARTHSTONE DR	Taxbl $	805,255.00	Date	1/1/1991 12:(	TaxDist 56401		
	Bldg $	830,000.00	Book	06720			
DIX HILLS NY 11746 5031	Land $	0.00	Page	1460	NAV		
56434222280031702	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-1702
GEORGE LINDA E	Value $	1,640,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1702	Taxbl $	1,584,278.00	Date	7/7/2023 12:(	TaxDist 56401		
	Bldg $	1,640,000.00	Book	34434			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1314	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1703
MOXLEY GREGORY R &	Value $	760,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
4100 N OCEAN BLVD UNIT 1703	Taxbl $	522,730.00	Date	9/20/2004 12	TaxDist 56401		
	Bldg $	760,000.00	Book	17570			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1966	NAV		
56434222280031704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1704
BEACHFRONT 1704 LLC	Value $	815,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	815,000.00	Date	12/13/2021 1	TaxDist 56401		
	Bldg $	815,000.00	Book	33152			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	988	NAV		
56434222280031801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1801
RAUCCI PAUL	Value $	840,000.00	Price $	220,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1801	Taxbl $	196,562.00	Date	5/6/1998 12:(	TaxDist 56401		
	Bldg $	840,000.00	Book	10396			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1841	NAV		
56434222280031802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1802
WILLIAMS LYNDA S	Value $	1,010,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1802	Taxbl $	667,421.00	Date	4/22/2014 12	TaxDist 56401		
	Bldg $	1,010,000.00	Book	26854			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	179	NAV		
56434222280031803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1803
NAWROCKI DANIEL P	Value $	1,310,000.00	Price $	1,285,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1803	Taxbl $	1,186,136.00	Date	8/12/2021 12	TaxDist 56401		
	Bldg $	1,310,000.00	Book	32789			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1273	NAV		
56434222280031804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1804
QUIGGIN DAVID R &	Value $	825,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1804	Taxbl $	464,910.00	Date	6/16/2006 12	TaxDist 56401		
	Bldg $	825,000.00	Book	20608			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	225	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031901	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-A-1901
SINGER SIMONE	Value $	850,000.00	Price $	970,000.00	PUSE	CONDOMINIUM		
4100 N OCEAN DR APT 1901	Taxbl $	799,278.00	Date	5/6/2024 12:(	TaxDist	56401		
	Bldg $	850,000.00	Book	35028				
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	193	NAV			
56434222280031902	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-B-1902
1902 PAPA LLC	Value $	1,020,000.00	Price $	893,000.00	PUSE	CONDOMINIUM		
9 LANOCHE CT	Taxbl $	1,020,000.00	Date	10/24/2022 1	TaxDist	56401		
	Bldg $	1,020,000.00	Book	34048				
WILLIAMSVILLE NY 14221 1977	Land $	0.00	Page	1931	NAV			
56434222280031903	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-C-1903
ALEXANDER HERMAN &	Value $	780,000.00	Price $	700,000.00	PUSE	CONDOMINIUM		
2059 DONNA DR	Taxbl $	761,332.00	Date	11/13/2003 1	TaxDist	56401		
	Bldg $	780,000.00	Book	16203				
MERRICK NY 11566 5518	Land $	0.00	Page	1034	NAV			
56434222280031904	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-D-1904
KOYMEN HAKAN O &	Value $	835,000.00	Price $	565,000.00	PUSE	CONDOMINIUM		
2030 GREENSPRING VALLEY RD	Taxbl $	805,255.00	Date	6/19/2014 12	TaxDist	56401		
	Bldg $	835,000.00	Book	26909				
STEVENSON MD 21153 0650	Land $	0.00	Page	871	NAV			
56434222280032001	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT WT-A-2001
HARRIGAN KATHRYN R	Value $	860,000.00	Price $	925,000.00	PUSE	CONDOMINIUM		
2521 PALISADE AVE PH C	Taxbl $	860,000.00	Date	8/22/2022 12	TaxDist	56401		
	Bldg $	860,000.00	Book	33806				
BRONX NY 10463 6141	Land $	0.00	Page	1026	NAV			
56434222280032002	Acres	0.00	Sales instr	QC	MTG		MARTINIQUE 2 COND	UNIT WT-B-2002
MITCHELL SAMUEL J &	Value $	1,030,000.00	Price $	10.00	PUSE	CONDOMINIUM		
4100 N OCEAN DR # 2002	Taxbl $	668,137.00	Date	6/28/2004 12	TaxDist	56401		
	Bldg $	1,030,000.00	Book	18229				
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1704	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2003
JULO ELIZABETH H TRUST	Value $	1,220,000.00	Price $	1,081,250.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2003	Taxbl $	1,220,000.00	Date	7/16/2020 12	TaxDist 56401		
	Bldg $	1,220,000.00	Book	31605			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	866	NAV		
56434222280032004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2004
LAND JAMES &	Value $	845,000.00	Price $	660,000.00	PUSE CONDOMINIUM		
2405 KENWYN BLVD	Taxbl $	819,896.00	Date	10/16/2020 1	TaxDist 56401		
	Bldg $	845,000.00	Book	31871			
AVON OH 44011 4730	Land $	0.00	Page	76	NAV		
56434222280032101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2101
DONEGAN LINDA B &	Value $	870,000.00	Price $	10.00	PUSE CONDOMINIUM		
3 GLARUS CT	Taxbl $	834,537.00	Date	10/4/2018 12	TaxDist 56401		
	Bldg $	870,000.00	Book	30224			
FAIRPORT NY 14450 4641	Land $	0.00	Page	1021	NAV		
56434222280032102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2102
FINN CATHERIN &	Value $	1,040,000.00	Price $	790,000.00	PUSE CONDOMINIUM		
2700 N OCEAN DR APT 1702A	Taxbl $	1,040,000.00	Date	10/26/2017 1	TaxDist 56401		
	Bldg $	1,040,000.00	Book	29471			
RIVIERA BEACH FL 33404 4780	Land $	0.00	Page	224	NAV		
56434222280032103	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-C-2103
ROBINSON FRED I TRUST	Value $	800,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2103	Taxbl $	775,973.00	Date	4/23/2020 12	TaxDist 56401		
	Bldg $	800,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1803	NAV		
56434222280032104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-2104
ROBINSON FRED I TRUST	Value $	855,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	821,360.00	Date	11/20/2023 1	TaxDist 56401		
	Bldg $	855,000.00	Book	34721			
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2201
PERRI JOHN &	Value $	880,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
15 CRINKLE CT	Taxbl $	841,858.00	Date	3/24/2015 12	TaxDist 56401		
	Bldg $	880,000.00	Book	27468			
NORTHPORT NY 11768 1856	Land $	0.00	Page	197	NAV		
56434222280032202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2202
KATSELNIK ARKADI &	Value $	1,050,000.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2202	Taxbl $	940,256.00	Date	2/16/2022 12	TaxDist 56401		
	Bldg $	1,050,000.00	Book	33328			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1095	NAV		
56434222280032203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2203
BANFE ALBERT C JR &	Value $	810,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 2203	Taxbl $	425,279.00	Date	10/8/2020 12	TaxDist 56401		
	Bldg $	810,000.00	Book	31837			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	85	NAV		
56434222280032204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2204
SHAFCO SOUTH LLC	Value $	1,025,000.00	Price $	1,250,000.00	PUSE CONDOMINIUM		
158 SHATTUCK WAY	Taxbl $	1,025,000.00	Date	2/22/2023 12	TaxDist 56401		
	Bldg $	1,025,000.00	Book	34284			
PORTSMOUTH NH 03801 7880	Land $	0.00	Page	1412	NAV		
56434222280032301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2301
MAHLER DOUGLAS R &	Value $	1,500,000.00	Price $	1,840,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2301	Taxbl $	1,449,278.00	Date	9/6/2023 12:(	TaxDist 56401		
	Bldg $	1,500,000.00	Book	34549			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	187	NAV		
56434222280032302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2302
WILLIS JOAN L	Value $	1,060,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2302	Taxbl $	821,553.00	Date	2/20/2021 12	TaxDist 56401		
	Bldg $	1,060,000.00	Book	32268			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1980	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2303
TAYLOR WILLIAM J &	Value $	820,000.00	Price $	681,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2303	Taxbl $	556,463.00	Date	5/31/2013 12	TaxDist 56401		
	Bldg $	820,000.00	Book	26109			
WEST PALM BEACH FL 33404 2883	Land $	0.00	Page	1387	NAV		
56434222280032304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2304
CLOUTIER CAROLYN	Value $	1,045,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2304	Taxbl $	857,645.00	Date	5/11/2021 12	TaxDist 56401		
	Bldg $	1,045,000.00	Book	32500			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	503	NAV		
56434222280032401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2401
CURRY MARK A &	Value $	1,560,000.00	Price $	1,900,000.00	PUSE CONDOMINIUM		
2801 DEER CHASE LN	Taxbl $	1,560,000.00	Date	10/5/2023 12	TaxDist 56401		
	Bldg $	1,560,000.00	Book	34603			
YORK PA 17403 9589	Land $	0.00	Page	1493	NAV		
56434222280032402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2402
GOLD RONALD D &	Value $	1,070,000.00	Price $	750,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2402	Taxbl $	727,774.00	Date	4/29/2015 12	TaxDist 56401		
	Bldg $	1,070,000.00	Book	27516			
RIVIERA BEACH FL 33404 2884	Land $	0.00	Page	447	NAV		
56434222280032403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2403
KOLE PETER &	Value $	830,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	797,935.00	Date	8/30/2002 12	TaxDist 56401		
	Bldg $	830,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280032404	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-2404
PROCIDA JOSEPH	Value $	1,415,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2404	Taxbl $	1,246,177.00	Date	9/3/2025 12:(	TaxDist 56401		
	Bldg $	1,415,000.00	Book	36003			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	837	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-LPH-1
POIRIER WILFRID &	Value $	910,000.00	Price $	587,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2501	Taxbl $	534,081.00	Date	5/9/2003 12:(	TaxDist 56401		
	Bldg $	910,000.00	Book	15267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	70	NAV		
56434222280032502	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-LPH-2
OTTOSEN KARL JOHN &	Value $	1,080,000.00	Price $	1,167,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2502	Taxbl $	972,053.00	Date	5/7/2021 12:(	TaxDist 56401		
	Bldg $	1,080,000.00	Book	32516			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	321	NAV		
56434222280032503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-LPH-3
VARGAS JOHN M &	Value $	970,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2503	Taxbl $	677,900.00	Date	1/31/2020 12	TaxDist 56401		
	Bldg $	970,000.00	Book	31205			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1553	NAV		
56434222280032504	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-LPH-4
SHACKLETON GRANDCHILDRENS TRUST	Value $	895,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2504	Taxbl $	895,000.00	Date	8/2/2024 12:(	TaxDist 56401		
	Bldg $	895,000.00	Book	35191			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1376	NAV		
56434222280032601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-PH-1
POMPEI CARL F &	Value $	990,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2601	Taxbl $	546,658.00	Date	10/22/2013 1	TaxDist 56401		
	Bldg $	990,000.00	Book	26421			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1292	NAV		
56434222280032602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-PH-2
STIVALETTA PATRICIA J	Value $	1,175,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR PH 2602 W	Taxbl $	544,378.00	Date	11/16/2007 1	TaxDist 56401		
	Bldg $	1,175,000.00	Book	22267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	377	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-PH-3
KRONFOL ZIAD &	Value $	850,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2603	Taxbl $	799,278.00	Date	5/16/2014 12	TaxDist 56401		
	Bldg $	850,000.00	Book	26847			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	143	NAV		
56434222280032604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-PH-4
NICOLO JOHN &	Value $	890,000.00	Price $	695,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2604	Taxbl $	621,971.00	Date	7/17/2014 12	TaxDist 56401		
	Bldg $	890,000.00	Book	26970			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	672	NAV		
56434222280040010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-1
DATAHAMI LTD PRTNRSHP	Value $	45,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	37,848.00	Date	11/9/2007 12	TaxDist 56401		
	Bldg $	45,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
56434222280040020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-2
REBECCA B WALKER REV TRUST	Value $	45,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1202	Taxbl $	37,848.00	Date	8/29/2016 12	TaxDist 56401		
	Bldg $	45,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280040030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-3
TOSIC CAROL S	Value $	40,000.00	Price $	725,000.00	PUSE CONDOMINIUM		
770 JUNE BERRY RD	Taxbl $	33,017.00	Date	4/30/2008 12	TaxDist 56401		
	Bldg $	40,000.00	Book	22625			
RIVERWOODS IL 60015 3720	Land $	0.00	Page	365	NAV		
56434222280040040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-4
FOX JANICE &	Value $	40,000.00	Price $	24,225.00	PUSE CONDOMINIUM		
43 SANDRINGHAM DR	Taxbl $	33,017.00	Date	1/31/2018 12	TaxDist 56401		
TORONTO ON	Bldg $	40,000.00	Book	29628			
M5M 3G4 CANADA	Land $	0.00	Page	126	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-5
EID J FRANCOIS &	Value $	40,000.00	Price $	15,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	33,017.00	Date	7/29/2013 12	TaxDist 56401		
	Bldg $	40,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1566	NAV		
56434222280040060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-6
KOLE PETER &	Value $	40,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	33,017.00	Date	8/30/2002 12	TaxDist 56401		
	Bldg $	40,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280040070	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-7
NACCARATO LAURA	Value $	45,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	37,848.00	Date	3/14/2007 12	TaxDist 56401		
	Bldg $	45,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280040080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-8
WITT AXEL &	Value $	40,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	33,017.00	Date	4/30/2004 12	TaxDist 56401		
	Bldg $	40,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280040090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-9
KENNEDY JOHN C &	Value $	45,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	37,848.00	Date	2/1/1990 12:(	TaxDist 56401		
	Bldg $	45,000.00	Book	06378			
KENTWOOD MI 49512 3911	Land $	0.00	Page	0179	NAV		
56434222280040100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-10
KENNEDY JOHH &	Value $	40,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	33,017.00	Date	12/30/2005 1	TaxDist 56401		
	Bldg $	40,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040110	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-11
HOFFMAN THOMAS G JR	Value $	40,000.00	Price $	390,000.00	PUSE CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	33,017.00	Date	7/16/2001 12	TaxDist 56401		
	Bldg $	40,000.00	Book	12801			
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV		
56434222280040120	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-12
MEYER JONATHAN T &	Value $	40,000.00	Price $	1,060,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	35,138.00	Date	2/18/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31272			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV		
56434222280040130	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-13
FIORINI MARK & MICHELLE TRUST	Value $	40,000.00	Price $	42,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	40,000.00	Date	4/16/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32476			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	603	NAV		
56434222280040140	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-14
FIORINI MARK & MICHELLE TRUST	Value $	40,000.00	Price $	42,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	40,000.00	Date	4/16/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32476			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	437	NAV		
56434222280040150	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT C-15
SCHROEDER ROBERT L &	Value $	40,000.00	Price $	730,000.00	PUSE CONDOMINIUM		
1612 E 800 AVE	Taxbl $	35,138.00	Date	1/28/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31215			
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV		
56434222280040160	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-16
WESHNAK CAROL A	Value $	45,000.00	Price $	100.00	PUSE CONDOMINIUM		
2625 RIVER RD	Taxbl $	37,848.00	Date	10/5/2010 12	TaxDist 56401		
	Bldg $	45,000.00	Book	24238			
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040170	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-17
CUTTS ANDREW M &	Value $	40,000.00	Price $	10,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	33,017.00	Date	10/24/2018 1	TaxDist 56401		
	Bldg $	40,000.00	Book	30235			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1252	NAV		
56434222280040180	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-18
DIAMOND AUDLEY &	Value $	40,000.00	Price $	28,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	33,017.00	Date	8/28/2015 12	TaxDist 56401		
	Bldg $	40,000.00	Book	27792			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1419	NAV		
56434222280040190	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-19
FINN JOHN F TRUST &	Value $	40,000.00	Price $	0.00	PUSE CONDOMINIUM		
147 PEACH HILL RD	Taxbl $	33,017.00	Date	7/16/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32778			
BERLIN MA 01503 1011	Land $	0.00	Page	432	NAV		
56434222280040200	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-20
SLS AGENCY LLC	Value $	40,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	33,017.00	Date	10/4/2018 12	TaxDist 56401		
	Bldg $	40,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280040210	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-21
PATEL PARESH &	Value $	40,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # ET 2502	Taxbl $	33,017.00	Date	9/9/2008 12:(	TaxDist 56401		
	Bldg $	40,000.00	Book	22867			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	346	NAV		
56434222280040220	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-22
AVON LOAN SERVICING LLC	Value $	40,000.00	Price $	25,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 503	Taxbl $	40,000.00	Date	3/29/2023 12	TaxDist 56401		
	Bldg $	40,000.00	Book	34225			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	506	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040230	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT C-23
ROBINSON FRED TRUST	Value $	40,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	35,138.00	Date	11/20/2023 1	TaxDist 56401		
	Bldg $	40,000.00	Book	34721			
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV		
56434222280040240	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-24
ACTON EDWARD &	Value $	40,000.00	Price $	37,500.00	PUSE CONDOMINIUM		
24 SALT POND RD	Taxbl $	35,138.00	Date	7/24/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31628			
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	777	NAV		
56434222280040250	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-25
KENNEDY JOHN C &	Value $	45,000.00	Price $	26,500.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	37,848.00	Date	12/5/2011 12	TaxDist 56401		
	Bldg $	45,000.00	Book	24900			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1865	NAV		
56434222280040260	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-26
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1718	NAV		
56434222280040270	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-27
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1680	NAV		
56434222280040280	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-28
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1665	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040290	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-29
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1592	NAV		
56434222280040300	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-30
BK GROUP	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	33,017.00	Date	11/1/1989 12	TaxDist 56401		
HELSINKI	Bldg $	40,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1637	NAV		
56434222280040310	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-31
BEACHFRONT CB 31 LLC	Value $	40,000.00	Price $	28,000.00	PUSE CONDOMINIUM		
17W729 ROOSEVELT RD	Taxbl $	35,138.00	Date	8/26/2020 12	TaxDist 56401		
	Bldg $	40,000.00	Book	31748			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1269	NAV		
56434222280040320	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-32
IRIONS VERA TR	Value $	40,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	40,000.00	Date	4/27/2021 12	TaxDist 56401		
	Bldg $	40,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222320010020	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
GRIGGS BRENDA JO &	Value $	1,310,000.00	Price $	1,000,000.00	PUSE CONDOMINIUM	UNIT 2A	
3920 N OCEAN DR APT 2-A	Taxbl $	651,420.00	Date	3/24/2020 12	TaxDist 56401		
	Bldg $	1,310,000.00	Book	31326			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	678	NAV		
56434222320010030	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
JOYNT BARBARA &	Value $	1,610,000.00	Price $	1,920,000.00	PUSE CONDOMINIUM	UNIT 3A	
3920 N OCEAN DR UNIT 3A	Taxbl $	1,219,239.00	Date	7/5/2005 12:(	TaxDist 56401		
	Bldg $	1,610,000.00	Book	18892			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1175	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MEDEIROS JOHN W &	Value $	2,240,000.00	Price $	1,270,000.00	PUSE	CONDOMINIUM	UNIT 4A
PO BOX 68	Taxbl $	2,093,663.00	Date	5/27/2015 12	TaxDist	56401	
	Bldg $	2,240,000.00	Book	27583			
WILBRAHAM MA 01095 0068	Land $	0.00	Page	587	NAV		
56434222320010050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
FRANCHINA ELIZABETH B &	Value $	2,255,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 5A
3920 N OCEAN DR UNIT 5A	Taxbl $	1,809,350.00	Date	12/18/2023 1	TaxDist	56401	
	Bldg $	2,255,000.00	Book	34735			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1429	NAV		
56434222320010060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
RACHUBA OASIS LLC	Value $	2,270,000.00	Price $	1,140,000.00	PUSE	CONDOMINIUM	UNIT 6A
946 MARIMICH CT UNIT A	Taxbl $	2,137,586.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,270,000.00	Book	17847			
SYKESVILLE MD 21784 4908	Land $	0.00	Page	503	NAV		
56434222320010070	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LONG MARGARET C EST	Value $	2,285,000.00	Price $	1,500,000.00	PUSE	CONDOMINIUM	UNIT 7A
4855 TECHNOLOGY WAY STE 630	Taxbl $	2,285,000.00	Date	5/29/2013 12	TaxDist	56401	
	Bldg $	2,285,000.00	Book	26062			
BOCA RATON FL 33431 3351	Land $	0.00	Page	58	NAV		
56434222320010080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
JACKSON GREGORY &	Value $	2,300,000.00	Price $	1,950,000.00	PUSE	CONDOMINIUM	UNIT 8A
18600 FAIRWAY DR	Taxbl $	2,181,509.00	Date	5/27/2016 12	TaxDist	56401	
	Bldg $	2,300,000.00	Book	28370			
DETROIT MI 48221 2279	Land $	0.00	Page	1055	NAV		
56434222320010090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOCHER JAMES G III &	Value $	2,315,000.00	Price $	2,260,000.00	PUSE	CONDOMINIUM	UNIT 9A
3920 N OCEAN DR APT 9-A	Taxbl $	1,641,525.00	Date	4/13/2017 12	TaxDist	56401	
	Bldg $	2,315,000.00	Book	29036			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	252	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GREENE TIMOTHY J &	Value $	2,330,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 10A
3920 N OCEAN DR APT 10A	Taxbl $	2,062,743.00	Date	11/16/2004 1	TaxDist	56401	
	Bldg $	2,330,000.00	Book	17785			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	1132	NAV		
56434222320010110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GOLDSTEIN DAVID	Value $	2,345,000.00	Price $	1,590,000.00	PUSE	CONDOMINIUM	UNIT 11A
3920 N OCEAN BLVD APT 11A	Taxbl $	1,498,010.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,345,000.00	Book	17809			
SINGER ISLAND FL 33404 2887	Land $	0.00	Page	1403	NAV		
56434222320010120	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
EICHNER THOMAS &	Value $	2,360,000.00	Price $	1,550,000.00	PUSE	CONDOMINIUM	UNIT 12A
3920 N OCEAN DR APT 12-A	Taxbl $	1,692,123.00	Date	4/24/2020 12	TaxDist	56401	
	Bldg $	2,360,000.00	Book	31405			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	461	NAV		
56434222320010140	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
CHOPRA RAVINDER N &	Value $	2,415,000.00	Price $	1,612,500.00	PUSE	CONDOMINIUM	UNIT 14A
3920 N OCEAN DR APT 14-A	Taxbl $	2,140,798.00	Date	8/2/2012 12:(	TaxDist	56401	
	Bldg $	2,415,000.00	Book	25411			
RIVIERA BEACH FL 33404 2888	Land $	0.00	Page	319	NAV		
56434222320010150	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SIMON SANDRA	Value $	2,670,000.00	Price $	3,900,000.00	PUSE	CONDOMINIUM	UNIT 15A
442 MARINER DR	Taxbl $	2,670,000.00	Date	2/15/2022 12	TaxDist	56401	
	Bldg $	2,670,000.00	Book	33360			
JUPITER FL 33477 4068	Land $	0.00	Page	590	NAV		
56434222320010160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
NEMEROFSKY STEPHEN L &	Value $	2,445,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16A
3920 N OCEAN DR APT 16-A	Taxbl $	1,572,351.00	Date	5/6/2020 12:(	TaxDist	56401	
	Bldg $	2,445,000.00	Book	31435			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1863	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010170	Acres	1.00	Sales instr	RD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TARDIFF JAMES G	Value $	2,460,000.00	Price $	1,263,421.00	PUSE	CONDOMINIUM	UNIT 17A
3920 N OCEAN DR APT 17A	Taxbl $	1,590,933.00	Date	2/3/2009 12:(	TaxDist	56401	
	Bldg $	2,460,000.00	Book	23176			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	635	NAV		
56434222320010180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LAPONZINA BABETTE J &	Value $	2,475,000.00	Price $	2,050,000.00	PUSE	CONDOMINIUM	UNIT 18A
3920 N OCEAN DR APT 18A	Taxbl $	1,667,014.00	Date	12/26/2020 1	TaxDist	56401	
	Bldg $	2,475,000.00	Book	32066			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1678	NAV		
56434222320010190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MAINTHIA KUSUM H	Value $	2,490,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 19A
3920 N OCEAN DR APT 19A	Taxbl $	1,793,320.00	Date	9/5/2019 12:(	TaxDist	56401	
	Bldg $	2,490,000.00	Book	30895			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1281	NAV		
56434222320010200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LARSON SCOTT K &	Value $	2,745,000.00	Price $	3,350,000.00	PUSE	CONDOMINIUM	UNIT 20A
3920 N OCEAN DR APT 20-A	Taxbl $	2,745,000.00	Date	8/27/2024 12	TaxDist	56401	
	Bldg $	2,745,000.00	Book	35248			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1842	NAV		
56434222320010210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
WHITTINGTON TIMOTHY S &	Value $	2,810,000.00	Price $	0.00	PUSE	CONDOMINIUM	PH-A
3920 N OCEAN DR APT 21A	Taxbl $	2,507,052.00	Date	11/12/2020 1	TaxDist	56401	
	Bldg $	2,810,000.00	Book	31942			
RIVIERA BEACH FL 33404 2811	Land $	0.00	Page	1834	NAV		
56434222320020020	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
HENLEY STEVEN &	Value $	1,885,000.00	Price $	3,443,417.00	PUSE	CONDOMINIUM	UNIT 2B
3920 N OCEAN DR APT 2B	Taxbl $	1,834,278.00	Date	6/2/2025 12:(	TaxDist	56401	
	Bldg $	1,885,000.00	Book	35836			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	1959	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020030	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
HYALEA FAMILY TRUST	Value $	2,185,000.00	Price $	1,800,000.00	PUSE	CONDOMINIUM	UNIT 3B
3155 THE BOULEVARD	Taxbl $	2,185,000.00	Date	1/18/2008 12	TaxDist	56401	
MONTREAL QUEBEC	Bldg $	2,185,000.00	Book	22440			
H3Y 1S1 CANADA	Land $	0.00	Page	295	NAV		
56434222320020040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCARMAZZO ROBERT &	Value $	2,575,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 4B
3920 N OCEAN DR APT 4B	Taxbl $	1,366,197.00	Date	1/26/2023 12	TaxDist	56401	
	Bldg $	2,575,000.00	Book	34110			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	706	NAV		
56434222320020050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCHNEIDER NEIL S &	Value $	2,590,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 5B
3920 N OCEAN DR APT 5B	Taxbl $	2,069,590.00	Date	7/9/2018 12:(	TaxDist	56401	
	Bldg $	2,590,000.00	Book	30016			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	407	NAV		
56434222320020060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
DUVA HOLDINGS LIMITED PARTNERSHIP	Value $	2,605,000.00	Price $	1,140,000.00	PUSE	CONDOMINIUM	UNIT 6B
2635 RENA RD	Taxbl $	2,605,000.00	Date	11/11/2004 1	TaxDist	56401	
MISSISSAUGA ON	Bldg $	2,605,000.00	Book	17795			
L4T 1G6 CANADA	Land $	0.00	Page	1906	NAV		
56434222320020070	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
PIRES NIDIA V	Value $	2,620,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 7B
49 STEVENSON LN	Taxbl $	2,620,000.00	Date	7/9/2024 12:(	TaxDist	56401	
	Bldg $	2,620,000.00	Book	35154			
SADDLE RIVER NJ 07458 2229	Land $	0.00	Page	443	NAV		
56434222320020080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TURGEON PIERRE	Value $	2,635,000.00	Price $	1,220,000.00	PUSE	CONDOMINIUM	UNIT 8B
3920 N OCEAN DR APT 8B	Taxbl $	2,136,268.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,635,000.00	Book	17847			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	404	NAV		

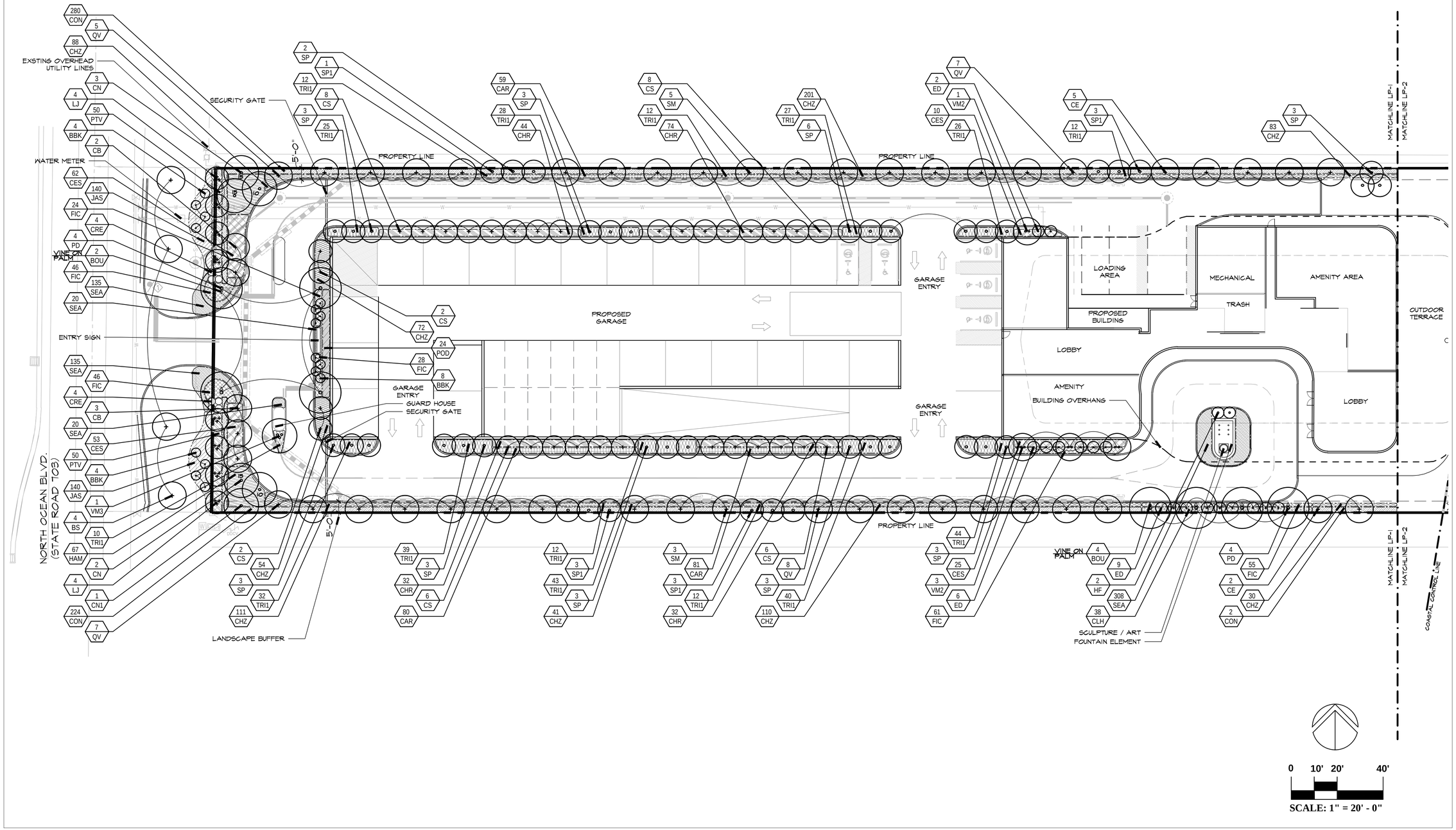
Property Appraiser GIS - Property Detail list by parcel control number

56434222320020090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
PARRIN RICHARD S &	Value $	3,825,000.00	Price $	4,500,000.00	PUSE	CONDOMINIUM	UNIT 9B
3920 N OCEAN DR APT 9B	Taxbl $	3,774,278.00	Date	1/5/2023 12:(	TaxDist	56401	
	Bldg $	3,825,000.00	Book	34054			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	1310	NAV		
56434222320020100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
BLOOM KENNETH &	Value $	2,665,000.00	Price $	2,600,000.00	PUSE	CONDOMINIUM	UNIT 10B
PO BOX 1062	Taxbl $	2,665,000.00	Date	2/8/2021 12:(	TaxDist	56401	
	Bldg $	2,665,000.00	Book	32185			
QUOGUE NY 11959 1062	Land $	0.00	Page	217	NAV		
56434222320020110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOZIK STEPHEN &	Value $	2,680,000.00	Price $	3,349,500.00	PUSE	CONDOMINIUM	UNIT 11B
3920 N OCEAN DR APT 11B	Taxbl $	2,629,278.00	Date	2/7/2023 12:(	TaxDist	56401	
	Bldg $	2,680,000.00	Book	34130			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1008	NAV		
56434222320020120	Acres	1.00	Sales instr	DT	MTG		OASIS SINGER ISLAND CONDOMINIUM
RTA ASSOCIATES LLC	Value $	2,695,000.00	Price $	1,650,000.00	PUSE	CONDOMINIUM	UNIT 12B
7870 LEHIGH XING STE 1	Taxbl $	2,695,000.00	Date	7/16/2012 12	TaxDist	56401	
	Bldg $	2,695,000.00	Book	25327			
VICTOR NY 14564 8819	Land $	0.00	Page	222	NAV		
56434222320020140	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KONDA PRASAD &	Value $	2,775,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 14B
3920 N OCEAN DR # 14B	Taxbl $	1,710,856.00	Date	9/2/2005 12:(	TaxDist	56401	
	Bldg $	2,775,000.00	Book	19448			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	182	NAV		
56434222320020150	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KENNELLEY MARK &	Value $	2,790,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 15B
3920 N OCEAN DR APT 15B	Taxbl $	2,259,954.00	Date	6/5/2020 12:(	TaxDist	56401	
	Bldg $	2,790,000.00	Book	31477			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1187	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
ZUCHOWSKI JOHN	Value $	2,805,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16B
3920 N OCEAN DR UNIT 16B	Taxbl $	1,787,446.00	Date	8/16/2022 12	TaxDist	56401	
	Bldg $	2,805,000.00	Book	33818			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1524	NAV		
56434222320020170	Acres	1.00	Sales instr	SA	MTG		OASIS SINGER ISLAND CONDOMINIUM
HUGHES KEVIN JOHN	Value $	2,820,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 17B
647 OLYMPIA HILLS CIR	Taxbl $	2,820,000.00	Date	6/27/2013 12	TaxDist	56401	
	Bldg $	2,820,000.00	Book	26146			
BERWYN PA 19312 1982	Land $	0.00	Page	1585	NAV		
56434222320020180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCOLLAN GERARD	Value $	2,835,000.00	Price $	1,790,000.00	PUSE	CONDOMINIUM	UNIT 18B
80 BROWNS RIVER RD	Taxbl $	2,835,000.00	Date	11/11/2004 1	TaxDist	56401	
	Bldg $	2,835,000.00	Book	17821			
SAYVILLE NY 11782 3240	Land $	0.00	Page	588	NAV		
56434222320020190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MANDEL DANIEL S &	Value $	2,850,000.00	Price $	2,400,000.00	PUSE	CONDOMINIUM	UNIT 19B
3920 N OCEAN DR APT 19B	Taxbl $	1,812,002.00	Date	11/4/2015 12	TaxDist	56401	
	Bldg $	2,850,000.00	Book	27922			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1827	NAV		
56434222320020200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MOORE EDWARD A JR &	Value $	2,865,000.00	Price $	2,662,000.00	PUSE	CONDOMINIUM	UNIT 20B
3920 N OCEAN DR APT 20B	Taxbl $	1,850,480.00	Date	6/15/2018 12	TaxDist	56401	
	Bldg $	2,865,000.00	Book	29943			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1418	NAV		
56434222320020210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOYMEN NAIM &	Value $	3,085,000.00	Price $	10.00	PUSE	CONDOMINIUM	PH-B
3920 N OCEAN DR PH B	Taxbl $	3,034,278.00	Date	10/18/2021 1	TaxDist	56401	
	Bldg $	3,085,000.00	Book	33082			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number



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REGISTERED LANDSCAPE ARCHITECT JAMES OSGEN LA0001881 STATE OF FLORIDA

3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL.
PLANTING PLAN - GROUND LEVEL

REVISIONS:	
12-05-2024	REVISION

MARCH 1, 2024
DATE

M.S.
DRAWN BY:

M.J.
APPROVED BY:

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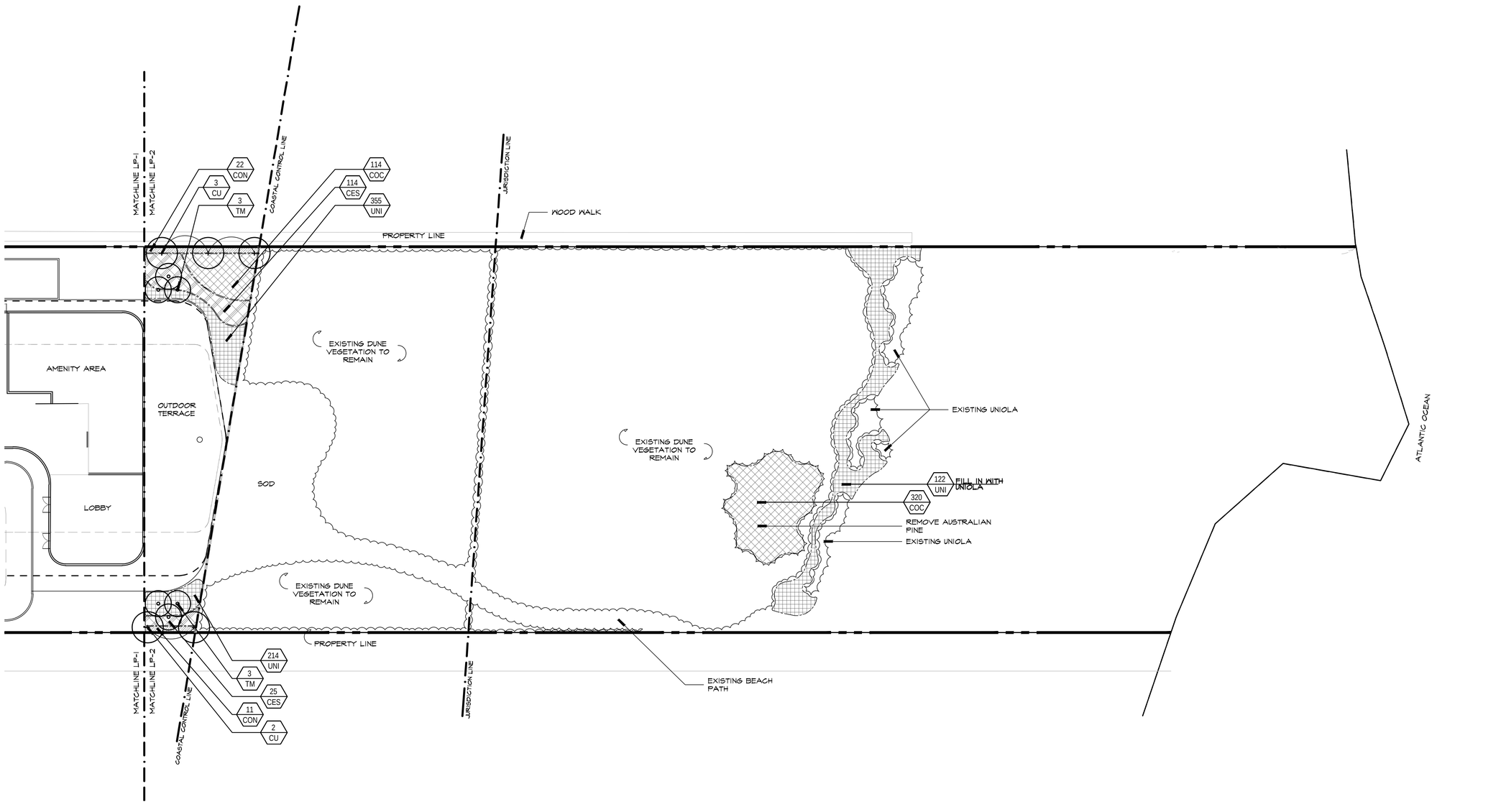
LP-1



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REGISTERED LANDSCAPE ARCHITECT
JACOB JOSEPH SINGER
No. 6666887
STATE OF FLORIDA

3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
PLANTING PLAN - GROUND LEVEL

REVISIONS:	
12-05-2024	REVISION

MARCH 1, 2024
DATE

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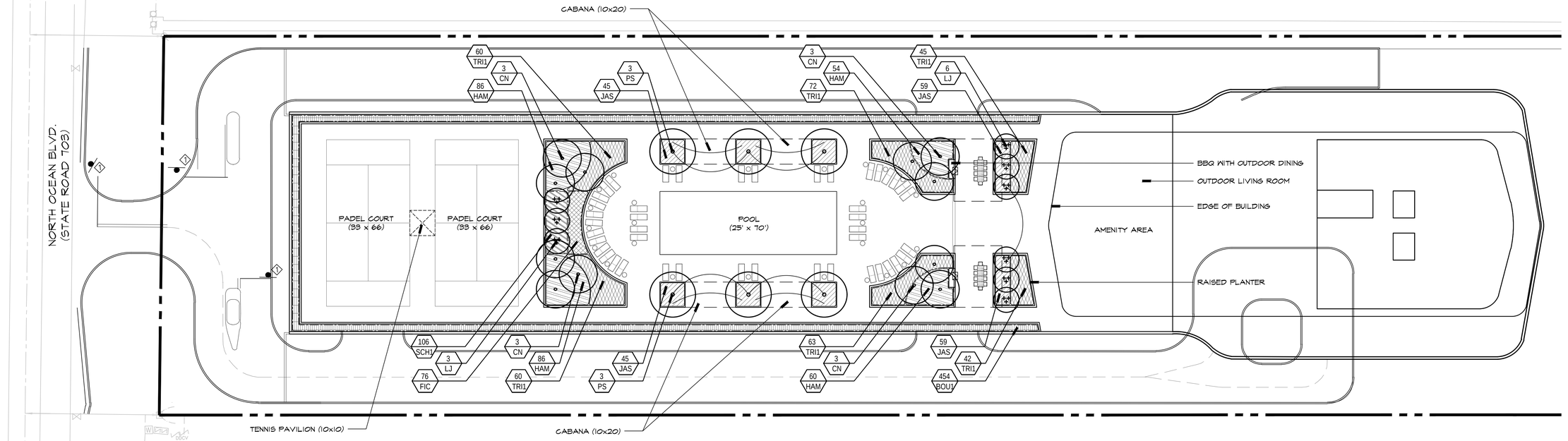
LP-2



0 10' 20' 40'

SCALE: 1" = 20' - 0"

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REGISTERED LANDSCAPE ARCHITECT
JACOB GREEN
LA6668
STATE OF FLORIDA

3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
PLANTING PLAN - AMENITY DECK

REVISIONS:

12-05-2024	REVISION

MARCH 1, 2024
DATE

M.S.
DRAWN BY:

M.J.
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LP-3

PLANT LIST

TREES AND PALMS

KEY	QTY. TOTAL	LP-1	LP-2	LP-3	BOTANICAL/COMMON NAME	HEIGHT	SPREAD	CLEAR TRK.	SPA.	REMARKS	NATIVE	DROUGHT TOLERANCE	SALT TOLERANCE
BS	4	4			BURSERA SIMARUBA GUMBO LIMBO	12-14'	6-7'	6'	2" DBH	FULL CANOPY	X	HIGH	HIGH
CB	5	5			CALOPHYLLUM BRASILIENSE BRAZILIAN BEAUTYLEAF	12-14"	6-7'	6'	2" DBH	FULL CANOPY		MODERATE	HIGH
CE	7	7			CONOCARPUS ERECTUS GREEN BUTTONWOOD	14-16"	5-6'	6'	2" DBH	FULL CANOPY 2" DBH	X	HIGH	HIGH
CN	17	5		12	COCOS NUCIFERA 'GREEN MALAY' GREEN MALAYAN COCONUT PALM					FEET OF WOOD SHOWN ON PLANS, FULL HEADS		HIGH	HIGH
CN1	1	1			COCOS NUCIFERA 'GREEN MALAY' GREEN MALAYAN COCONUT PALM					RELOCATED FROM SITE (#5)		HIGH	HIGH
CS	32	32			CONOCARPUS E. 'SERICEUS' SILVER BUTTONWOOD	14-16"	5-6'	5-6'	1 1/2" DBH	FULL CANOPY 2" DBH	X	HIGH	HIGH
CU	5		5		COCCOLOBA UVIFERA SEAGRAPE	12-14"	8-10'	6"		FULL CANOPY	X	HIGH	HIGH
ED	17	17			ELAEOCARPUS DECIPIENS JAPANESE BLUEBERRY	8'		3"		CONE SHAPE FULL TO BASE		MODERATE	MODERATE
HF	2	2			HOWEA FORSTERIANA KENTIA PALM	4'	4'			FULL CLUMP		MODERATE	MODERATE
LJ	17	8		9	LIGUSTRUM JAPONICUM WAX PRIVET	10'	7-8'	MULTI-TRUNK		FULL CANOPY		HIGH	MODERATE
PD	8	8			PHOENIX DACTYLIFERA 'MEDJOOL' MEDJOOL DATE PALM			10' OF WOOD TO NUT		FULL HEADS (1:1 PALM)		HIGH	HIGH
PS	6			6	PHOENIX SYLVESTRIS DATE PALM			10' CLEAR TRUNK				HIGH	HIGH
QV	27	27			QUERCUS VIRGINIANA LIVE OAK	14-16"	7-8'	6"	2" DBH	FULL CANOPY	X	HIGH	HIGH
SM	8	8			SWIETENIA MAHAGONI WEST INDIES MAHAGONY	14-16"	10-12'	6"	2" DBH	100 GAL. FULL CANOPY	X	HIGH	MODERATE
SP	32	32			SABAL PALMETTO CABBAGE PALM	8-16' C.T.				STAGG. HT. GROUPS, REGENERATED HEADS	X	HIGH	HIGH
SP1	10	10			SABAL PALMETTO CABBAGE PALM					RELOCATED FROM SITE (#11-14, #16-18, #63, #69, #82)	X	HIGH	HIGH
TM	6		6		THRINAX MORRISII KEY THATCH PALM	8' O.A.				FULL HEADS, SINGLE	X	HIGH	HIGH
VM2	4	4			VEITCHIA MONTGOMERYANA 'DOUBLE' DOUBLE VEITCHIA PALM	18-20' O.A.				FULL HEADS		MODERATE	MODERATE
VM3	1	1			VEITCHIA MONTGOMERYANA 'TRIPLE' TRIPLE VEITCHIA PALM	18-20' O.A.				FULL HEADS		MODERATE	MODERATE

SHRUBS AND GROUNDCOVER

KEY	QTY. TOTAL	LP-1	LP-2	LP-3	BOTANICAL/COMMON NAME	HEIGHT	SPREAD	CLEAR TRK.	SPA.	REMARKS	NATIVE	DROUGHT	SALT
BBK	16	16			BOUGAINVILLEA 'BARBARA KARST' BOUGAINVILLEA	5-6'	2-3'			TREE STANDARD PURPLE'		HIGH	HIGH
BOU	6	6			BOUGAINVILLEA 'MAGENTA' MAGENTA BOUGAINVILLEA	4-5' LONG RUNNERS				TRELLIS GROWN 15 GAL.		HIGH	HIGH
BOU1	454			454	BOUGAINVILLEA 'PURPLE' MAGENTA BOUGAINVILLEA	24"	24"		2' O.C.	FULL CONT.		HIGH	HIGH
CAR	220	220			CARISSA MACROCARPA 'EMERALD BLANKET' NATAL PLUM 'EMERALD BLANKET'	10-12"	10-12"		18" O.C.	FULL CONT.		MODERATE	HIGH
CES	289	150	139		CONOCARPUS E. 'SERICEUS' SILVER BUTTONWOOD	24"	18"		2' O.C.	FULL CONT.	X	HIGH	LOW
CHR	182	182			CHRYSOBALANUS ICACO 'RED TIP' COCOPLUM	24"	24"		2' O.C.	FULL CONT.	X	HIGH	LOW
CHZ	790	790			CHRYSOBALANUS ICACO 'HORIZONTAL' HORIZONTAL COCOPLUM	16-18"	18"		18" O.C.	FULL CONT. 15 GAL.	X	HIGH	MODERATE
CLH	38	38			CLUSIA GUTTIFERA 'HEDGE' SMALL LEAF CLUSIA HEDGE	4-5'	20-22"	FULL TO BASE	2' O.C.	FULL CONT.		HIGH	HIGH
COC	434		434		COCCOLOBA UVIFERA 'SHRUB' SEAGRAPE SHRUB	24"	20-22"		2' O.C.	FULL CONT.	X	HIGH	HIGH
CON	539	506	33		CONOCARPUS ERECTUS GREEN BUTTONWOOD	36"	20-22"		2' O.C.	FULL CONT.	X	HIGH	HIGH
CRE	8	8			CRINUM AUGUSTUM 'QUEEN EMMA' CRINUM LILY 'QUEEN EMMA'	30"	30"			FULL CLUMP		MODERATE	MODERATE
FIC	336	260		76	FICUS MICROCARPA 'GREEN ISLAND' GREEN ISLAND FICUS SHRUB	16"	16"		18" O.C.	FULL CONT. 7 GAL.		MODERATE	MODERATE
HAM	353	67		286	HAMELIA PATENS FIREBUSH	18"	18"		2' O.C.	FULL CONT.	X	HIGH	MODERATE
JAS	488	280		208	JASMINUM VOLUBILE WAXLEAF JASMINE	18"	18"		18" O.C.	FULL CONT.		MODERATE	MODERATE
POD	24	24			PODOCARPUS MACROPHYLLUS 'HEDGE' JAPANESE YEW COLUMN	8'	36"	FULL TO BASE	3' O.C.	FULL CONT. 25 GAL.		MODERATE	MODERATE
PTV	100	100			PITTOSPROUM T. 'VARIEGATA' VARIEGATED PITTOSPORUM	18"	18"		2' O.C.	FULL CONT.		MODERATE	HIGH
SEA S.F.	618	618			SEASONAL COLOR - QTY TO FILL AREAS ON PLAN.	VARIETY AND COLOR TO BE SELECTED.						LOW	LOW
SCH1	106			106	SCHEFFLERA ARBORICOLA 'VARIEGATA' VARIEGATED SCHEFFLERA	18"	18"		18" O.C.	FULL CONT.		HIGH	HIGH
TRI1	716	374		342	TRIPSACUM DACTYLOIDES 'DWARF' DWARF FAKAHATCHEE	18"	18"		2' O.C.	FULL CLUMP	X	HIGH	MODERATE
UNI	691		691		UNIOLA PANICULATA SEA OATS	8-10"	10-12"		12" O.C.	FULL CLUMP 1 GAL.	X	HIGH	HIGH

MISCELLANEOUS
- Sod to be St. Augustine sod.
- Planting soil –1/2 cu. yd. per tree and 4" depth at all hedges and mass planting beds.
- Sand - Palms to be planted in clean sand; ½ cu. yd. per palm.
- Mulch – 3" depth of shredded "dark brown" hybrid mulch B grade or better at all hedges and mass planting beds.

GENERAL NOTES
- All ground mounted valves and equipment shall be screened with plant material.
- All sod to be Stenotaphrum secundatum 'Flor-tam', St. Augustine solid sod.
- All plant materials shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", Latest Edition, State of Florida Department of Agriculture, Tallahassee, or thereto.
- All trees shall be properly guyed and staked at the time of planting to ensure proper establishment.
- The planting soil for all planting areas shall be composed of a minimum of 30% muck or horticulturally acceptable organic material. The minimum soil depth shall be four inches in all hedges and mass planting beds and ½ cu. yd. per tree. Palms to be planted in clean sand.
- Three inches minimum of shredded "dark brown" hybrid mulch shall be installed around each tree and palm and throughout mass planting beds, the use of Cypress mulch is strongly discourage.
- Irrigation system provide 100% coverage to landscaped areas with 100% overlap. Irrigation to be an automatic system with a rain gauge/moisture sensor shut-off.
- In case of discrepancies, planting plan takes precedence over plant list.
- Landscape contractor is responsible for his own quantity take-offs.

SEC. 31-609 (B2) = 10' R.O.W. PERIMETER BUFFER

(1) TREE AND A CONTINUOUS HEDGE REQUIRED EVERY 20 LINEAR FEET: 126 LINEAR FEET

TOTAL TREE REQ.: 1 TREE / 20 LINEAR FEET	REQUIRED	PROVIDED
REQUIRED: (126 L.F. / 20' = 7 TREES) PROVIDED: 7 TREES (5) BRAZILIAN BEAUTYLEAF, (2) DATE PALM	7	7
SHADE TREE: MIN. 75% OF REQUIRED TREES	REQUIRED	PROVIDED
REQUIRED: (126 L.F. / 20' = 7 TREES x .75 = 5 TREES) PROVIDED: 5 TREES (5) BRAZILIAN BEAUTYLEAF	75%	100%
SHRUBS: CONTINUOUS HEDGE	REQUIRED	PROVIDED
REQUIRED: 126 LINEAR FEET PROVIDED:	126 L.F.	126 L.F.

SEC. 31-609 (B1) = 10' NORTH PERIMETER BUFFER ADJACENT TO PRIVATE PROPERTY

(1) TREE AND A CONTINUOUS HEDGE REQUIRED EVERY 20 LINEAR FEET: 850 LINEAR FEET

TOTAL TREE REQ.: 1 TREE / 20 LINEAR FEET	REQUIRED	PROVIDED
REQUIRED: (559 L.F. / 20' = 28 TREES) PROVIDED: 28 TREES (5) GREEN BUTTONWOOD, (12) LIVE OAK, (5) MAHOGANY, (3) SEAGRAPE, *(8) SABAL PALM	28	28
SHADE TREE: MIN. 50% OF REQUIRED TREES	REQUIRED	PROVIDED
REQUIRED: (559L.F. / 20' = 28 TREES x .5 = 14 TREES) PROVIDED: 25 TREES [(5) GREEN BUTTONWOOD, (12) LIVE OAK, (5) MAHOGANY, (3) SEAGRAPE]	50%	89%
SHRUBS: CONTINUOUS HEDGE	REQUIRED	PROVIDED
REQUIRED: 559 LINEAR FEET PROVIDED:	559 L.F.	559 L.F.

*PALMS ARE CALCULATED (3:1) EXCEPT FOR PHOENIX DACTYLIFERA (1:1)

SEC. 31-609 (B1) = 10' SOUTH PERIMETER BUFFER ADJACENT TO PRIVATE PROPERTY

(1) TREE AND A CONTINUOUS HEDGE REQUIRED EVERY 20 LINEAR FEET: 642 LINEAR FEET

TOTAL TREE REQ.: 1 TREE / 20 LINEAR FEET	REQUIRED	PROVIDED
REQUIRED: (536 L.F. / 20' = 27 TREES) PROVIDED: 27 TREES (2) GREEN BUTTONWOOD, (2) SEAGRAPE, (15) LIVE OAK, (3) MAHOGANY, (4) DATE PALM, *(3) SABAL PALM	27	27
SHADE TREE: MIN. 50% OF REQUIRED TREES	REQUIRED	PROVIDED
REQUIRED: (536 L.F. / 20' = 27 TREES x .5 = 14 TREES) PROVIDED: 22 TREES [(2) GREEN BUTTONWOOD, (2) SEAGRAPE, (15) LIVE OAK, (3) MAHOGANY]	50%	81%
SHRUBS: CONTINUOUS HEDGE	REQUIRED	PROVIDED
REQUIRED: 536 LINEAR FEET PROVIDED:	536 L.F.	536 L.F.

*PALMS ARE CALCULATED (3:1) EXCEPT FOR PHOENIX DACTYLIFERA (1:1)

SEC. 31-609 (B4) = MULTIFAMILY OPEN SPACE

(1) TREE REQUIRED EVERY 1,500 SQUARE FEET OF DEVELOPMENT SITE = 82,135 SQUARE FEET

TREES: 1 TREE / 1,500 S.F.	REQUIRED	PROVIDED
REQUIRED: (82,135 S.F. / 1,500 S.F. = 55 TREES) PROVIDED: 55 TREES/PALMS [(4) GUMBO LIMBO, (8) LIGUSTRUM, (32) SILVER BUTTONWOOD, (2) DATE PALM, (27)' SABAL PALM]	55	55

SEC. 31-605 (A1) = OVERALL NATIVE LANDSCAPE MATERIAL PROVISIONS

A MINIMUM OF 70 PERCENT OF TOTAL REQUIRED PLANT MATERIAL SHALL BE FLORIDA NATIVE

NATIVE PLANT MATERIAL	REQUIRED	PROVIDED
TOTAL TREES AND PALMS REQUIRED = 117 NATIVE TREES AND PALMS PROVIDED = 96	70%	82%
TOTAL CONTINUOUS HEDGE REQUIRED = 1221 L.F. /2' O.C. = 611 NATIVE HEDGE PROVIDED = 637	70%	100%

SEC. 31-605 (A2) = NATIVE TREE PROVISIONS

A MINIMUM OF 60 PERCENT OF TOTAL REQUIRED SHADE TREES SHALL BE FLORIDA NATIVE

NATIVE SHADE TREE MATERIAL	REQUIRED	PROVIDED
TOTAL SHADE TREES REQUIRED = 33 NATIVE SHADE TREES PROVIDED = 51	60%	100%

A MINIMUM OF 10 PERCENT OF TOTAL REQUIRED TREES SHALL BE FLORIDA NATIVE ACCENT TREES

NATIVE ACCENT TREE MATERIAL	REQUIRED	PROVIDED
TOTAL TREES AND PALMS REQUIRED = 117 NATIVE ACCENT TREES PROVIDED = 32	10%	23%

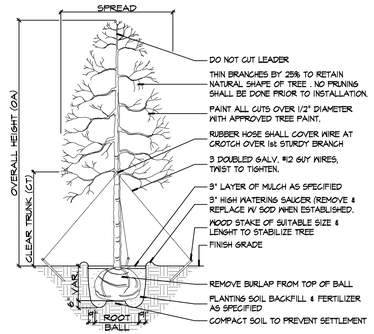
A MAXIMUM OF 20 PERCENT OF TOTAL REQUIRED TREES SHALL BE PALM SPECIES

PALM MATERIAL	REQUIRED	PROVIDED
TOTAL TREES AND PALMS REQUIRED = 117 *PALMS PROVIDED = 21 [(6) DATE PALM, *(39) SABAL PALM]	20%	17%

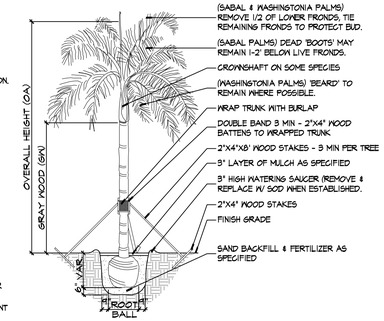
*PALMS ARE CALCULATED (3:1) EXCEPT FOR PHOENIX DACTYLIFERA (1:1)

SEC. 31-607 (A7) = SHADE TREE DIVERSITY PROVISIONS

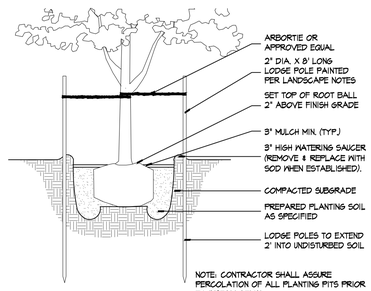
SHADE TREE PLANT MATERIAL (NOT TO EXCEED 65%)	MIN. # SHADE TREE SPECIES REQ:	PROVIDED
TOTAL REQUIRED SHADE TREES = 33 TOTAL PROVIDED SHADE TREES = 56	4	6



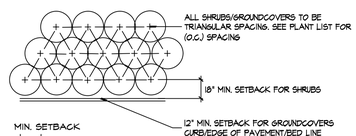
TYPICAL TREE PLANTING DETAIL

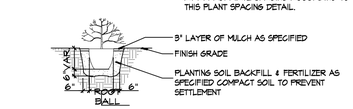


TYPICAL PALM PLANTING DETAIL

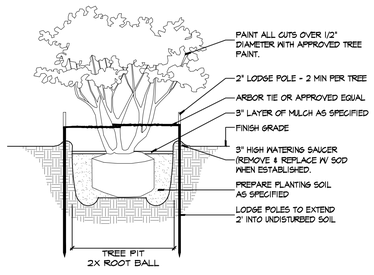


SMALL TREE PLANTING DETAIL





TYPICAL SHRUB PLANTING DETAIL



MULTI TRUNK TREE PLANTING DETAIL

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REGISTERED LANDSCAPE ARCHITECT MICHAEL JACOBS 666681 STATE OF FLORIDA

3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FLORIDA
PLANT LIST, LANDSCAPE REQUIREMENTS & TABLES

REVISIONS:

12-05-2024	REVISION

MARCH 1, 2024
DATE

M.S.
DRAWN BY:

M.J.
APPROVED BY:

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LP-4

GENERAL PLANTING SPECIFICATIONS:

1. Scope:

The work includes furnishing all plants, materials, equipment and labor necessary for planting of plant materials indicated on the drawings and in these specifications. A list of plants is attached to these specifications.

2. Plant Materials & Protection:

A. All plant materials shall be nursery grown unless otherwise noted.
- Spread (or Spr.): Indicates average spread to midpoint of current season's growth.
- Height (or O.A.): Indicates overall height from top of ball to midpoint of current season's growth.
- C.T. Indicates clear trunk measurement from top of ball to first branching (see tree & Palm Planting Diagrams)
- Meter of Wood (or Meter of Hard Grey Wood): Indicates measurement of Palms from top of ball to top of solid trunk before start of frond stalks or green"boots". (See Palm Planting Diagram)

B. Quantities:
All quantities indicated on the plant list are intended as a guide for the bidders and does not relieve the bidder of his responsibility to do a comprehensive plant take off. Should a discrepancy occur between the bidder's take off and the plant list quantity, the Architect/Landscape Architect is to be notified for clarification prior to the submission of bids.

C. Quality and Sizes:
Plants shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured with branches in normal position. Pruning (Section IV.J.) should not reduce acceptable size and shape of tree, and should be done after acceptance of Architect/Landscape Architect.
Requirements for measurements, branching, grading, quality, balling and burlapping of plants in the plant list generally follow the code of standards currently recommended by the American Association of Nurserymen, Inc., in the American Standard for Nursery Stock. Plant materials shall be graded Fancy No.1 or better as outlined under U.A.E. Grades & Standards for nursery plants. Plants that meet the requirements specified, but do not have the normal balance of height and spread typical for the respective plant, shall not be accepted. All plant material to be healthy, pest and disease free.

D. Substitution:
Plant substitution requests by the Contractor will be considered by the Architect/Landscape Architect only upon submission of proof that any plant is not obtainable in the type or size specified. The Landscape Architect shall determine the nearest equivalent replacement in an obtainable size and variety. The unit price of the substitute item shall not exceed the bid item replaced, without approval of the Owner.

E. Protection of Plants:

1. Root Protection

A. Balled and Burlapped Plants (B & B) shall be dug with natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar materials and bound with twine, cord, or wire mesh. All collected plants shall be balled and burlapped.

B. Container Grown Plants: Plants grown in containers will be accepted as B & B, providing that all other specified requirements are met. Container grown plants shall meet plant sizes as specified on the plant list and on the plans, and shall not be governed by container sizes. Minimum root balls or container grown material shall be no more than 25% less proportionately in size than that stated in "Grades & Standards" for nursery plants. These plants shall have been grown in the container for a maximum of two years prior to installation and shall exhibit a fully developed root system when removed from the container.

2. Protection During Transporting:
All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

3. Protection After Delivery:
Plants which cannot be planted immediately upon delivery to the site shall be covered with moist soil, mulch, or other protection from the drying of wind and sun. All plants shall be watered as necessary until accepted. Storage period shall not exceed seventy-two (72) hours.

4. Protection of Palms:
Only a minimum of fronds shall be removed from the crown of the palm trees to facilitate moving and handling. Clear trunk (C.T.) shall be as specified after the minimum of fronds have been removed. Coconut palms shall be "hard" trees grown in marl or sand. Cabbage palm buds shall be tied with a biodegradable cord to be left in place until the tree is well established in its new location. All palms shall be triple braced and staked with new, clean lumber at least 6" in length to resist tree displacement.

5. Protection During Planting:
Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of other approved methods.

3. Materials:

A. Commercial Fertilizer: Commercial fertilizer shall be organic fertilizer containing nitrogen, phosphoric acid and potash in equal percentages, 6-6-6 with micro nutrients.

Nitrogen shall be not less than 50 % from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall not be acceptable.

The following shall be sterilized, certified and free of seed:

B. Peat: Peat shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basin. Peat shall be delivered to the site in a workable condition, free from lumps.

C. Planting Soil:Planting soil for all plantings shall be sandy loam and shall contain a 25%minimum amount of decomposed organic matter. There must be a slight acid reaction to the soil with no excess of calcium carbonate. Planting soil shall be free from clay, stones, plants, roots, and other foreign materials which might be a hindrance to planting operations or be detrimental to good plant growth and shall be delivered in a loose friable condition and applied in accordance with the planting specifications and details.

D. Mulch: Mulch material to be shredded "dark brown" hybrid mulch B grade or better, moistened at time of installation to prevent wind displacement. Alternate mulch material may be noted elsewhere in these drawings.

E. Drainage Stone (when applicable): Drainage stone shall be gravel or crushed stone reasonably free of sharp edges - ½"-1 ½" in diameter - as required in the bottom of raised planters.

F. Filter Fabric:(when applicable): Filter fabric, as required between gravel and soil in planters to be Dewitt "Filter-fabric" (800)888-4669 or equal.

4. Planting Operations:

A. Soil Preparation:
All existing soil and new fill/berms shall be treated with an approved weed killer such as "Round Up" according to manufacturer's specifications.

B. Layout:
Location for plants and outlines of areas to be planted are indicated on the drawings. All plant locations shall be staked in the field by the Contractor, to the satisfaction of the Architect/Landscape Architect. Where construction or utilities below ground or overhead are encountered or where changes have been made in the construction, necessary adjustments will be approved by the Architect/ Landscape Architect.

C. Excavation for Planting:
Excavation of holes shall extend to the required sub-grades as specified hereunder. Plant pits shall be circular in outline and shall have a profile which conforms to the "Typical Tree & Palm Planting Details"(attached). The minimum depth of plant pits specified below shall be measured from the finishing grade. Shrub planting beds shall be "bed-prepared" and not "pit-prepared".

D. Balled and Burlapped Plants:
After final setting, loosen wrappings of balled and burlapped plants and roll wrappings back from top of ball, leaving ball unbroken. Cut off excessive amounts of burlap and remove in sufficient quantity to eliminate creation of voids upon decomposition.

E. Container Grown Plants:
Container grown plants shall, when delivered, have sufficient root growth to hold earth intact when removed from container. They shall not be root bound. Containers shall be removed to prevent damage to plant or root system according to diagrams (attached). Plant pits for container materials shall be formed flat on the bottom to avoid air pockets at the bottom of root balls.

F. Pit Sizes:
Minimum diameter (Width) and depth of planting pits for balled and burlapped, and container grown plants shall be as follows:

-Diameter-Trees: 18" greater than diameter of ball or spread of roots.
-Diameter-Shrubs: 6" greater than diameter of ball or spread of roots.
-Depth-Trees and Shrubs: 4" greater than depth of ball or roots to provide 4" of topsoil backfill under the root ball. (Large, heavy trees and shrubs shall sit directly on excavated pit bottom to prevent settlement)
-Depth-Vines and Ground Covers: Pits shall be large enough for adequate planting.

G. Backfilling:
When pit has been excavated as specified in Paragraph IV-C, the pit shall be backfilled with material as specified in Paragraph III. A, B, C, D, and IV. B and shown in the Typical Tree and Shrub diagrams (attached).

H. Setting Trees and Shrubs:
Unless otherwise specified, all trees and shrubs shall be planted in pits, centered and set on four inches (4") of compacted topsoil to such depths that the finished grade level of the plant after settlement shall be the same as that at which the plant was grown. They shall be planted upright and faced to give the best appearance or relationship to adjacent structures. No burlap shall be pulled out from under the balls. Platforms, wire and surplus binding from top and sides of the balls shall be removed. All broken or frayed roots shall be cut off cleanly. Soil shall be placed and compacted thoroughly avoiding injury and shall be settled by watering. No filling around trunks will be permitted. After the ground settles, additional soil shall be filled in, to the level of the finished grade, allowing for two inches (2") of mulch. Form a shallow saucer around each plant by placing a ridge of soil along the edge of the plant pit.

I. Setting Palms:
All palms shall be planted in sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line forfuture waterings. Saucer areas shall be top-dressed two inches (2") deep with topsoil raked and left in a neat, clean manner.

J. Pruning - New Plant Material:
Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as is practicable. Make all cuts with sharp instrument flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs."Headback" cuts at right angles to line of growth will not be permitted. Trees shall not be poled or topped. Remove trimmings from site.

K. Guying Tree:
(See "Typical Tree Planting Diagram" included herein.) Guy all trees 11/2 inches in caliper and greater, in three directions with two strands of No. 12 galvanized wire attached to approved anchors driven below grade. When securing wires to trees, cover all wires which may come in contact with any part of tree with new rubber hose. Place guys not less than 1/3 of the height of tree above finished grade and above substantial limbs (one inch (1") in diameter or more), if possible. All hoses shall be interlocked around tree trunk. Place anchors so that guys are equally spaced and at 45 degree angles to horizon. Keep guys tight until project completion.

L. Mulching:
All trees and shrub beds shall be mulched immediately after planting to a three inch (3") depth. Prevent wind displacement of mulch by thoroughly netting down.

M. Excess Excavated Soil:
Excess excavated soil shall be disposed of by the Contractor at no additional expense to the Owner, at Owner's discretion.

N. Relocated Material (when applicable):
Existing material shown on the plan to be relocated shall be root-pruned as far ahead of time as necessary to move them safely, and shall be protected and treated as new material, as previously specified. Planting shall be in accord with these specifications.

O. Disposition of Existing Material:
All existing plant material not shown as remaining or relocated shall be removed from the site at no additional cost to the Owner, at Owner's discretion.

5. Sod

A. Soil:
The Landscape Contractor shall submit a unit price per cubic yard for the supply and distribution of planting soil as herein before specified, to be applied at a depth of one inch (1"), to all areas receiving sod. (The use of this one inch (1") of soil shall be at the discretion of the Architect/Landscape Architect after evaluation of the existing soil on the site.)

B. Grades:
It shall be the responsibility of the Landscape Contractor to finish (fine) grade all landscape areas, eliminating all bumps, depressions, sticks, stones and other debris to the satisfaction of the Architect/Landscape Architect.

C. The sod shall be as called for on the landscape plans. Sod shall be of firm tough texture, having a compact growth of grass with good root development, and shall contain no weeds or any other objectionable vegetation. The soil embedded in the sod shall be good earth, free from stones and debris and all sod shall be free from fungus, vermin and other diseases.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. If, in the opinion of the Architect/Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in.

6. Clean-up:

Any soil, peat or similar material which has been brought onto any paved areas shall be removed promptly keeping these areas clean as the work progresses.Upon completion of the planting, all excess soil, stones and debris which has not been previously cleaned up shall be removed from the site or disposed of as directed by the Architect/Landscape Architect.

7. Maintenance:

A. Maintenance shall begin immediately after each plant is planted and shall continue until all planting has passed final inspection and acceptance by the Owner. Maintenance shall include watering, weeding, cultivating, removal of dead materials, resetting plants to proper grades or upright position and restoration of the planting saucer and any other necessary operations. Proper protection to lawn areas and existing plant materials shall be provided and any damage resulting from planting operations shall be repaired promptly.

B. The Contractor shall deep-water all trees and shrubs for a period of ninety (90) days after planting. In the event an irrigation system is operable, Contractor shall see that adequate water is supplied for that period.

8. Inspection and Acceptance:

A. Inspection:
Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the written request of the Contractor.

B. Acceptance:
After inspection, the Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

9. Guarantee and Replacement:

A. Guarantee:
The Contractor shall furnish a written guarantee narranting all materials, workmanship and plant materials, for a period specified in the General Conditions of Project Specifications. All plant materials shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of guarantee period. Where vandalism is agreed by the Architect/Landscape Architect as the cause for replacement, the Contractor shall not be responsible for replacement during the guarantee after final acceptance. See General Conditions of Project Specifications for additional guarantee information.

B. Replacement:
During guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Architect/Landscape Architect, shall be replaced within two weeks of notification by the Architect/Landscape Architect. The Contractor shall be responsible for the full replacement cost of plant materials.

C. Material and Operations:
All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished and planted as specified herein.

10. Care and Maintenance Schedule:

A. The Contractor shall furnish the Owner's Maintenance staff with a written and detailed description for the care and maintenance of all plant materials and irrigation systems at the time of final inspection. Contractor will also provide a one year Landscape Maintenance Contract, to take affect after Substantial Completion of the project. It will be in the Owner's discretion to accept or reject this contract.

11. Permits and Regulations:

A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of this work as drawn and specified.

12. Protection of Work and Property:

A. The Contractor shall continuously maintain adequate protection of all his work from damage and theft and shall protect the Owner's property from injury and loss arising in connection with this contract, making good any such loss or injury or damage except where caused by Owner or his agents. He shall adequately provide and maintain passageways, guard fences, lights and other protections required by public authority according to State, Federal and local ordinances.

B. The Contractor shall provide protection for existing trees and other plant material as designated by drawings, by Owner's representative or by local authorities. Such protection shall consist of fencing or such devices as will prevent harm to material from excavation, breakage, chemical or other types of damage.

C. A competent superintendent, foreman or workman capable of reading drawings and acting on behalf of the Contractor shall be kept on the work during its progress.

13. Changes In The Work:

A. The Contractor shall conduct a soil survey of the site to determine the need for any additives to overcome severe conditions not met by normal planting soil requirements. A report of any problems shall be submitted to the Owner and the Architect/Landscape Architect for approval prior to installation, along with a cost break-down of additional services needed.

B. The Contractor shall advise the Owner and Landscape Architect of any special site conditions (high water table, light or soil conditions, etc.) that might require change of plant material or adjustment to finish elevation shown. The Owner will approve any changes thus determined.

14. Landscape Architect:

A. The Landscape Architect is the author of the design and agents for its execution. When his services are used by the Owner for supervision, he shall act impartially between the Owner and Contractor and shall have authority to reject all work and materials which do not conform to the contract. All decisions of the Landscape Architect shall be final.

The Contractor shall remove from the site all materials considered not up to specifications by the Landscape Architect and replace with suitable materials.

15. Obstructions:

A. The Contractor shall acquaint himself with the existence and location of all surface and subsurface structures, utilities and installations before commencing any work, and shall avoid any disturbance or damage to them throughout the course of the work. Repairs to any utilities, subsurface structures and installations and surface obstructions damaged by the Contractor shall be at the Contractor's own time and expense.

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3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
LANDSCAPE SPECIFICATIONS

REVISIONS:

12-05-2024	REVISION

MARCH 1, 2024
DATE
M.S.
DRAWN BY:
M.J.
APPROVED BY:

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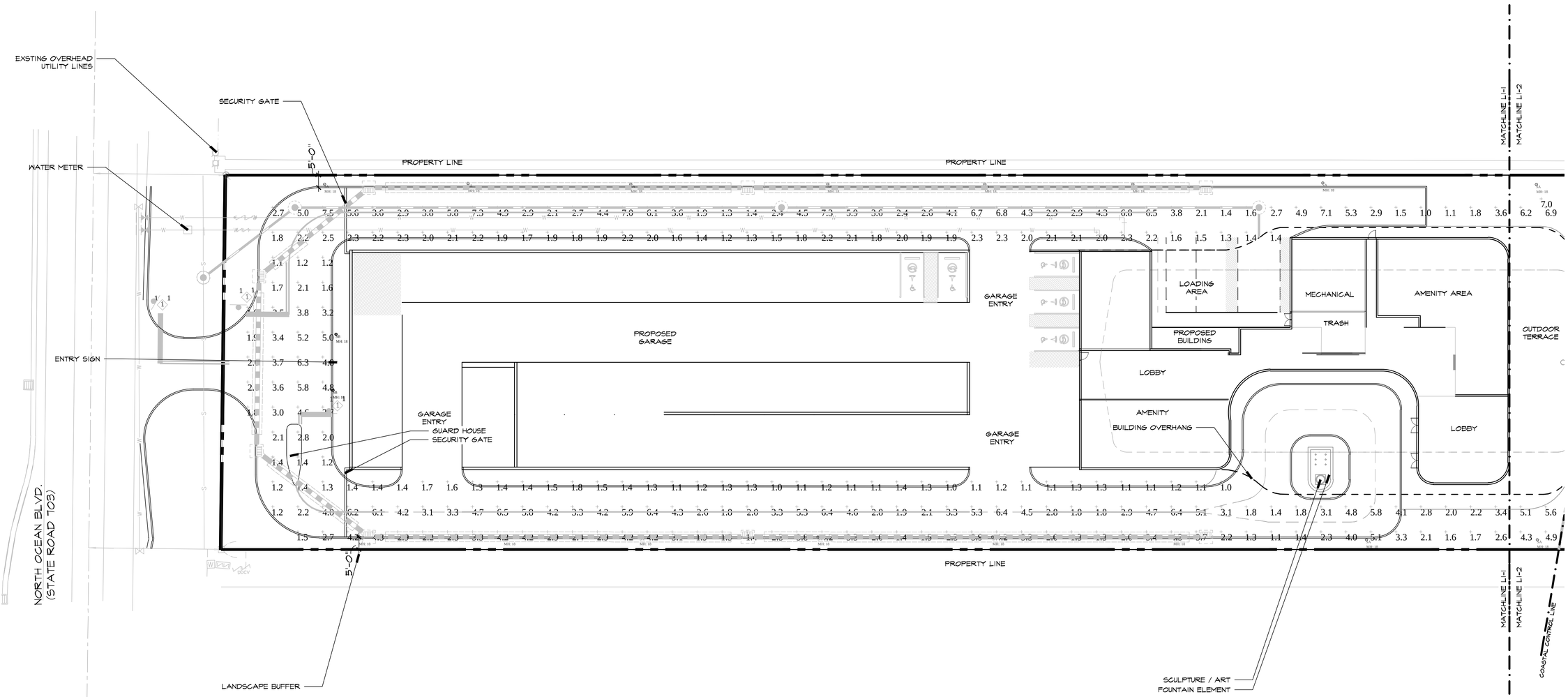
LP-5



Luminaire Schedule 3930 SINGER ISLAND ACCESS ROAD (N & S)

Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
+	16	SA	LULYR TRA 7500lm 830 Type II D	0.900	7500	62.8	1004.8
✳	2	SB	LULYR TRA 7500lm 830 Type IV A	0.900	7500	62.8	125.6

Calculation Summary

Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Calc Type
NORTH & SOUTH DRIVE PATH	Fc	2.90	7.5	1.0	2.90	7.50	Illuminance

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3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
LIGHTING PLAN - GROUND LEVEL

REVISIONS:	
12-05-2024	REVISION

MARCH 1, 2024
DATE

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LI-1



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3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
LIGHTING PLAN - GROUND LEVEL

REVISIONS:	
12-05-2024	REVISION

MARCH 1, 2024
DATE

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LI-2

ANGLE POINT ON THE
COASTAL CONSTRUCTION
CONTROL LINE NOT MONUMNETED

MARTINIQUE 2
A CONDOMINIUM

NORTH LINE OF THE SOUTH 1315 FEET OF
SECTIONS 22 AND 23 TOWNSHIP 42 S, RANGE 43 E

S88°31'18"E 985.41'

S88°31'18"E 559.05'

S88°31'18"E 535.93'

S88°31'18"E 915.25'

N10°55'05"E 546.61'

N10°55'05"E 152.06'

N10° 55' 05"E
24.32'

MATCHLINE TD-1
MATCHLINE TD-2

NORTH OCEAN BLVD.
(STATE ROAD 703)

150.01'

EAST RIGHT-OF-WAY LINE
STATE ROAD 703
ROAD PLAT BOOK 1 PAGE 2

N21°03'31"E

BIKE LANE

SET 5/8" IRON
RODWITH CAP
LB 3591

BRICK PATH

53.00'
50.00'

CONCRETE WALL WITH CLF

ASPHALT
DRIVE

MONUMENT
SIGN

SPLICE BOX
IN CONCRETE

FIBER OPTIC
RISER

ASPHALT
DRIVE

CONCRETE
WALL

END OF CBS WALL

FOUND 1/4" IRON ROD
NO IDENTIFICATION

FPL PAD

VACANT LOT

WELL
PIPING

2' STON
WALK

VARIABLE HEIGHT CBS WALL SOUTH
FACE ON PROPERTY LINE

OASIS SINGER ISLAND
A CONDOMINIUM

FOUND 4
MONUME
LB 6865

COASTAL CONSTRUCTION CONTROL LINE
PLAT BOOK 80 PAGES 137-155

0 10' 20' 40'

SCALE: 1" = 20' - 0"

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3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
TREE DISPOSITION PLAN

REVISIONS:

MARCH 1, 2024
DATE

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APPROVED BY:

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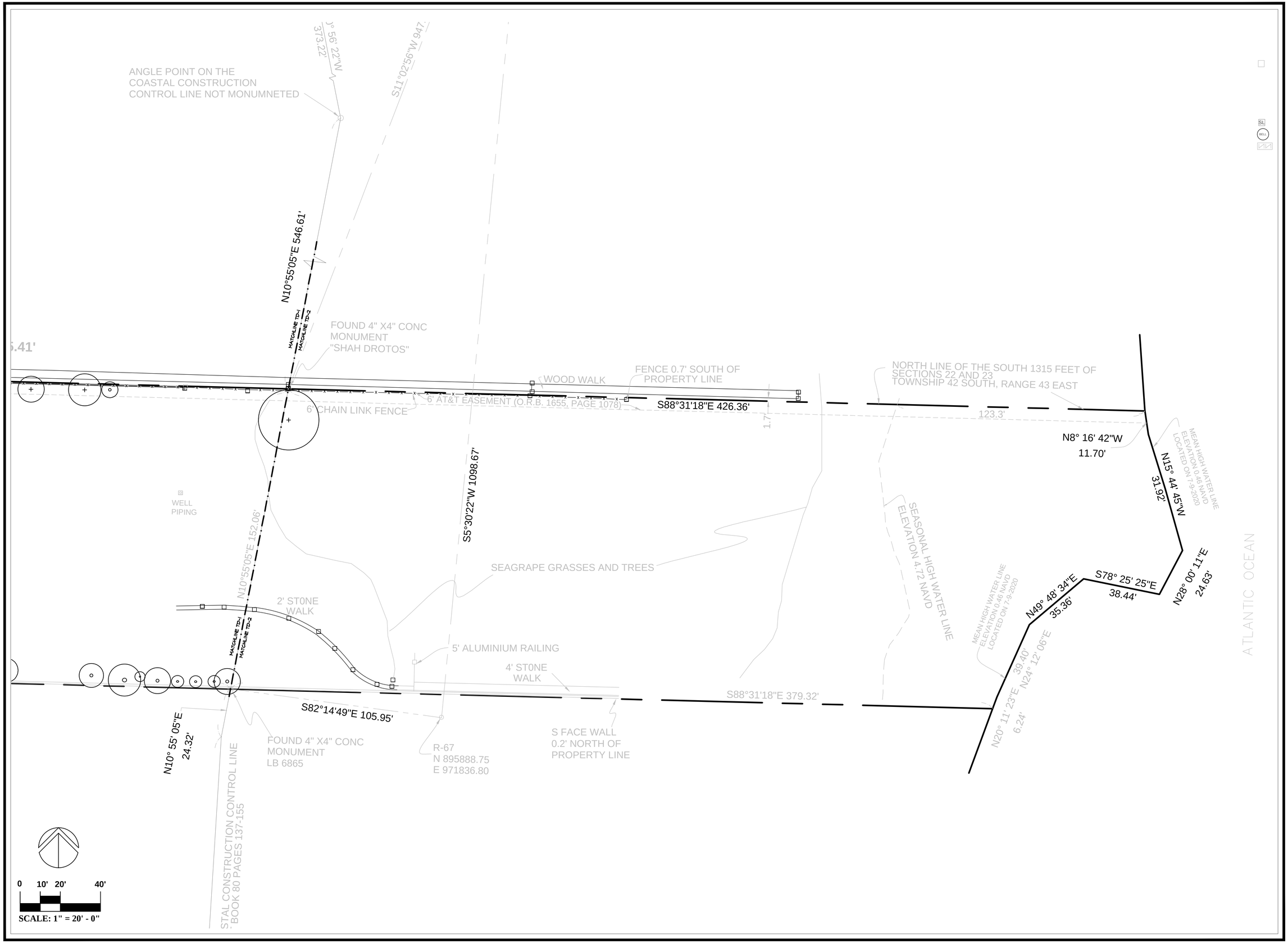
TD-1



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3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
TREE DISPOSITION PLAN

REVISIONS:

MARCH 1, 2024
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TD-2

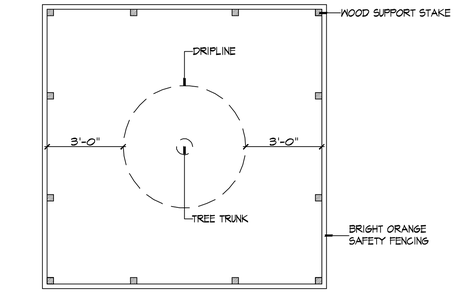
TREE #	COMMON NAME	BOTANICAL NAME	HEIGHT (ft)	WIDTH (ft)	DBH (in)	CLEAR TRUNK (ft)	HEALTH CONDITION	HEALTH CONDITION %	RELOCATION CANDIDATE (Y/N)	DISPOSITION	OBSERVATIONS
1	Chinese Banyon	*Ficus microcarpa*	28.4	5	28		Poor	39%	N	Remove	Florida Invasive Species Council Category I Invasive
1a	Chinese Banyon	*Ficus microcarpa*	28.4	15	14		Poor	39%	N	Remove	Florida Invasive Species Council Category I Invasive
2	Chinese Banyon	*Ficus microcarpa*	21.4	15	13		Poor	39%	N	Remove	Florida Invasive Species Council Category I Invasive
3	Carrotwood	*Cupaniopsis anacardioides*	22.1	10	8		Fair	51%	N	Remove	Florida Invasive Species Council Category I Invasive
4	Pitch Apple	*Clusia rosea*	15.8	30	11		Poor	27%	N	Remove	Poor structure, severe trunk lean, canopy crowding, severe visual evidence of decay
5	Coconut Palm	*Cocos nucifera*	31.2	16	10	23	Good	70%	Y	Relocate	
6	Chinese Fan Palm	*Livistona chinensis*	21.7	8	8	17	Fair	60%	Y	Remove	
7	Chinese Fan Palm	*Livistona chinensis*	8	8	12	4	Good	70%	Y	Remove	
8	Chinese Fan Palm	*Livistona chinensis*	13.5	8	9	9	Good	65%	Y	Remove	
9	Chinese Fan Palm	*Livistona chinensis*	13.5	8	7	9	Good	65%	Y	Remove	
10	Chinese Fan Palm	*Livistona chinensis*	13.5	8	8	9	Good	65%	Y	Remove	
11	Sabal Palm	*Sabal palmetto*	22.9	8	15	19	Good	65%	Y	Relocate	
12	Sabal Palm	*Sabal palmetto*	22.9	8	13	19	Good	65%	Y	Relocate	
13	Sabal Palm	*Sabal palmetto*	20	8	13	16	Good	65%	Y	Relocate	
14	Sabal Palm	*Sabal palmetto*	21.5	8	10	18	Good	65%	Y	Relocate	
15	Pygmy Date Palm	*Phoenix roebelenii*	11	5	4	7	Fair	51%	N	Remove	Nutrient deficiency
16	Sabal Palm	*Sabal palmetto*	24	8	12	19	Good	65%	Y	Relocate	
17	Sabal Palm	*Sabal palmetto*	19.8	8	12	16	Good	65%	Y	Relocate	
18	Sabal Palm	*Sabal palmetto*	25.3	8	13	21	Good	70%	Y	Relocate	
19	Chinese Fan Palm	*Livistona chinensis*	22.9	8	8	19	Good	65%	Y	Remove	
20	Chinese Fan Palm	*Livistona chinensis*	25	8	8	21	Good	65%	N	Remove	
21	Chinese Fan Palm	*Livistona chinensis*	17.7	8	7	14	Good	65%	Y	Remove	
22	Chinese Fan Palm	*Livistona chinensis*	24.5	8	9	21	Good	65%	Y	Remove	
23	Umbrella Tree	*Schefflera actinophylla*	24.5	20	18		Fair	52%	N	Remove	Florida Invasive Species Council Category I Invasive
24	Seagrape	*Coccoloba uvifera*	21.9	18	14		Fair	49%	N	Remove	Poor structure, deadwood, visual evidence of decay, confined root space
25	Christmas Palm	*Adonidia merrillii*	16	6	4	12	Fair	54%	N	Remove	Nutrient deficiency
26	Weeping Fig	*Ficus benjamina*	18.1	20	24		Poor	29%	N	Remove	Toppled tree, severe canopy dieback, deadwood
27	Pitch Apple	*Clusia rosea*	14	10	24		Poor	30%	N	Remove	Severe heading cuts, destroyed structure, water sprouts
28	Sabal Palm	*Sabal palmetto*	9	8	15	5	Good	65%	N	Remove	Immature Palm, confined root space
29	Foxtail Palm	*Wodyetia bifurcata*	15.4	6	7	11	Fair	47%	N	Remove	Nutrient deficiency
30	Foxtail Palm	*Wodyetia bifurcata*	20.3	6	8	16	Fair	49%	N	Remove	Nutrient deficiency
31	Royal Palm	*Roystonea regia*	38.1	13	21	30	Fair	46%	N	Remove	Nutrient deficiency
32	Christmas Palm	*Adonidia merrillii*	19.9	5	8	16	Fair	54%	N	Remove	Nutrient deficiency
33	Sabal Palm	*Sabal palmetto*	18	8	15	14	Good	65%	N	Remove	Insufficient root room for relocation
34	Christmas Palm	*Adonidia merrillii*	18.3	6	7"5	14	Fair	54%	N	Remove	Nutrient deficiency
35	Gumbo Limbo	*Bursera simaruba*	18.8	18	24		Fair	54%	N	Remove	Poor structure, canopy crowding, confined root space
36	Sabal Palm	*Sabal palmetto*	12	8	15	8	Good	65%	N	Remove	Insufficient root room for relocation
37	Sabal Palm	*Sabal palmetto*	18.1	8	15	14	Good	65%	N	Remove	Insufficient root room for relocation
38	Christmas Palm	*Adonidia merrillii*	18.1	5	7	15	Fair	52%	N	Remove	Nutrient deficiency
39	Coconut Palm	*Cocos nucifera*	37.9	11	11	30	Fair	54%	N	Remove	Nutrient deficiency
40	Christmas Palm	*Adonidia merrillii*	18.7	6	6	15	Fair	52%	N	Remove	Nutrient deficiency
41	Christmas Palm	*Adonidia merrillii*	14	6	5	10	Fair	52%	N	Remove	Nutrient deficiency
42	Weeping Fig	*Ficus benjamina*	27.8	30	30		Poor	34%	N	Remove	Poor structure, severe canopy dieback, severe confined root space, engulfed wall
43	Christmas Palm	*Adonidia merrillii*	15.8	12	6, 5	12	Fair	52%	N	Remove	Nutrient deficiency, double trunk
44	Sabal Palm	*Sabal palmetto*	20.8	8	15	17	Good	65%	N	Remove	Insufficient root room for relocation
45	Christmas Palm	*Adonidia merrillii*	13.8	12	6, 5	10	Fair	52%	N	Remove	Nutrient deficiency, double trunk
46	Christmas Palm	*Adonidia merrillii*	18.3	12	6, 6	14	Fair	52%	N	Remove	Nutrient deficiency, double trunk
47	Christmas Palm	*Adonidia merrillii*	18.3	12	6, 6	14	Fair	52%	N	Remove	Nutrient deficiency, double trunk
48	Christmas Palm	*Adonidia merrillii*	14.1	12	5, 4	10	Fair	54%	Y	Remove	Nutrient deficiency, double trunk
49	Christmas Palm	*Adonidia merrillii*	19.3	6	7	15	Fair	52%	N	Remove	Nutrient deficiency
50	Christmas Palm	*Adonidia merrillii*	18.9	13	6, 5	15	Fair	52%	N	Remove	Nutrient deficiency, double trunk
51	Christmas Palm	*Adonidia merrillii*	18.9	12	6, 6	15	Fair	52%	N	Remove	Nutrient deficiency, double trunk
52	Christmas Palm	*Adonidia merrillii*	18.9	12	6, 6	15	Fair	52%	N	Remove	Nutrient deficiency, double trunk
53	Christmas Palm	*Adonidia merrillii*	21	12	6, 5, 4	17	Fair	52%	N	Remove	Nutrient deficiency, triple trunk
54	Christmas Palm	*Adonidia merrillii*	18"3	12	5, 4	14	Fair	52%	N	Remove	Nutrient deficiency, double trunk
55	Coconut Palm	*Cocos nucifera*	38.2	16	12	30	Fair	55%	N	Remove	Nutrient deficiency
56	Christmas Palm	*Adonidia merrillii*	16.4	5	6	13	Fair	52%	N	Remove	Nutrient deficiency
57	Christmas Palm	*Adonidia merrillii*	17.1	13	7, 6	13	Fair	52%	N	Remove	Nutrient deficiency, double trunk
58	Christmas Palm	*Adonidia merrillii*	15.5	6	5	12	Fair	52%	N	Remove	Nutrient deficiency
59	Christmas Palm	*Adonidia merrillii*	17.3	6	6	13	Fair	52%	N	Remove	Nutrient deficiency
60	Christmas Palm	*Adonidia merrillii*	18.8	6	6	15	Fair	52%	N	Remove	Nutrient deficiency
61	Christmas Palm	*Adonidia merrillii*	23.3	13	6, 5, 5	19	Fair	52%	N	Remove	Nutrient deficiency, triple trunk
62	Seagrape	*Coccoloba uvifera*	21.2	30	18 multi		Fair	54%	N	Remove	Poor structure, multi stem, visual evidence of decay
63	Sabal Palm	*Sabal palmetto*	20.4	8	15	16	Good	65%	Y	Relocate	
64	Brazilian Pepper	*Schinus terebinthifolia*	13.4	16	12		Fair	52%	N	Remove	Florida Invasive Species Council Category I Invasive
65	Silver Buttonwood	*Conocarpus erectus var. sericeus*	8	13	4		Fair	54%	N	Remove	Poor structure, overgrown hedge
66	Silver Buttonwood	*Conocarpus erectus var. sericeus*	12	14	4		Fair	54%	N	Remove	Poor structure, overgrown hedge
67	Silver Buttonwood	*Conocarpus erectus var. sericeus*	11.5	14	5		Fair	54%	N	Remove	Poor structure, overgrown hedge
68	Joewood	*Jacquinia keyensis*	10.9	10	3		Fair	52%	N	Remove	Poor structure, overgrown hedge
69	Sabal Palm	*Sabal palmetto*	20.7	8	15	17	Good	65%	Y	Relocate	
70	Australian Pine	*Casuarina equisetifolia*	31.3	9	5		Fair	56%	N	Remove	Florida Invasive Species Council Category I Invasive
71	Silver Buttonwood	*Conocarpus erectus var. sericeus*	11.2	14	4		Fair	52%	N	Remove	Poor structure, overgrown hedge
72	Silver Buttonwood	*Conocarpus erectus var. sericeus*	10	10	6" multi		Fair	52%	N	Remove	Poor structure, overgrown hedge, multi stem
73	Silver Buttonwood	*Conocarpus erectus var. sericeus*	13.3	10	6		Fair	52%	N	Remove	Poor structure, overgrown hedge
74	Silver Buttonwood	*Conocarpus erectus var. sericeus*	11.1	14	6" multi		Fair	52%	N	Remove	Poor structure, overgrown hedge, multi stem
75	Silver Buttonwood	*Conocarpus erectus var. sericeus*	15.1	12	6" multi		Fair	52%	N	Remove	Poor structure, overgrown hedge, multi stem
76	Silver Buttonwood	*Conocarpus erectus var. sericeus*	11.8	10	4		Fair	52%	N	Remove	Poor structure, overgrown hedge
77	Silver Buttonwood	*Conocarpus erectus var. sericeus*	13.8	10	4		Fair	52%	N	Remove	Poor structure, overgrown hedge
78	Seagrape	*Coccoloba uvifera*	19.7	20	14"		Fair	55%	N	Remove	Poor structure, confined root space, heading cuts, multi stem
79	Silver Buttonwood	*Conocarpus erectus var. sericeus*	12	10	4		Fair	52%	N	Remove	Poor structure, overgrown hedge
80	Silver Buttonwood	*Conocarpus erectus var. sericeus*	12	10	4		Fair	52%	N	Remove	Poor structure, overgrown hedge
81	Carrotwood	*Cupaniopsis anacardioides*	11.1	9	3		Fair	51%	N	Remove	Florida Invasive Species Council Category I Invasive
82	Sabal Palm	*Sabal palmetto*	14.6	8	15	10	Good	65%	Y	Relocate	
83	Seagrape	*Coccoloba uvifera*	13.4	16	8" multi		Fair	53%	N	Remove	Poor structure, engulfed wall, canopy crowding
84	Silver Buttonwood	*Conocarpus erectus var. sericeus*	14.9	10	3		Fair	54%	N	Remove	Poor structure, canopy crowding, confined root space
85	Chinese Banyan	*Ficus microcarpa*	15	10	11		Poor	30%	N	Remove	Florida Invasive Species Council Category I Invasive
86	Chinese Banyan	*Ficus microcarpa*	24.7	13	12		Poor	30%	N	Remove	Florida Invasive Species Council Category I Invasive
87	Gumbo Limbo	*Bursera simaruba*	22	12	6		Fair	54%	N	Remove	Poor structure, canopy crowding, commingled root zone
88	Chinese Banyan	*Ficus microcarpa*	26.6	23	15		Fair	46%	N	Remove	Florida Invasive Species Council Category I Invasive

"I certify that all statements are true, complete and correct to the best of my knowledge and belief and that they are made in good faith.

Mark C. Williams FL-5221 AM, ISA Certified Arborist Municipal Specialist (Treemendous Consulting Group LLC)

TREE PROTECTION AND LANDSCAPE NOTES:

1. FENCING TO EXTEND FULL WIDTH OF TREE'S DRIP LINE AND IN NO CASE LESS THAN TEN FEET FROM THE TRUNK OF TREE, TREE CLUSTER OR PRESERVATION AREA.
2. IN SITUATIONS WHERE TREES HAVE BEEN TRANSPLANTED TO THE PROJECT SITE, THE PROTECTIVE FENCING SHALL BE NO CLOSER THREE FEET TO THE DRIP LINE.
3. FENCE TREE PROTECTION ZONES SHALL BE EXTENDED AS NEEDED TO PROTECT THE TREE'S CRITICAL ROOTS.
4. ROOT PRUNING LOCATION SHALL BE IDENTIFIED AND APPROVED BY A CONSULTING ARBORIST, AND FENCING SHALL BE INSTALLED TWO FEET BEYOND THE EDGE OF THE ROOT PRUNING LOCATION. FENCING INSTALLATION SHALL BE COORDINATED WITH PHASED ROOT PRUNING.
5. TREE MAINTENANCE MEASURES MUST BE IN PLACE PRIOR TO ANY ROOT PRUNING OR TRANSPLANTING.
6. CONTRACTOR TO NOTIFY AND COORDINATE WITH L.A. IF SITE CONDITIONS LIMITS TREE PROTECTION.
7. CONTRACTOR SHALL PROTECT THE ROOT SYSTEM OF PLANTS THAT ARE NOTED AR "RELOCATE" OR "PRESERVE".
8. PLANTS THAT ARE NOTED AS "PRESERVE" SHALL BE ROOT PRUNED IF NECESSARY AND BRACED PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES. FENCING SHALL BE INSTALLED TWO FEET BEYOND THE EDGE OF CRITICAL ROOT ZONE. THE INSTALLATION OF THE FENCING SHALL BE COORDINATED WITH ANY PHASED ROOT PRUNING THAT MUST OCCUR. CONTRACTOR SHALL SUBMIT MAINTENANCE MEASURES PRIOR TO ANY ROOT PRUNING OR TRANSPLANTING.
9. PLANTS TO BE "RELOCATED" SHALL BE ROOT PRUNED AND RELOCATED PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
10. AS PART OF THE REMOVAL OF PLANTS, THE CONTRACTOR IS RESPONSIBLE FOR REMOVING STUMPS AND ROOT SYSTEMS; UNLESS OTHERWISE NOTED.
11. ALL TREE PROTECTIVE BARRIERS SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION OR SITE DEVELOPMENT INCLUDING TREE REMOVAL, DEMOLITION OR LAND CLEARING ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL DEVELOPMENT IS COMPLETED, AND SHALL NOT BE REMOVED UNTIL ARBORIST INSPECTS THE SITE AND AUTHORIZES THEIR REMOVAL.
12. CARE SHALL BE TAKEN TO AVOID UTILITY OR CONSTRUCTION TRENCHING THROUGH EXISTING TREE OR PALM DRIPLINES OF TREES SLATED TO REMAIN IN PLACE OR BE RELOCATED. IF CONSTRUCTION REQUIRES THE CUTTING OR ANY ROOTS WITH A DIAMETER OF 2" OR GREATER, ROOTS SHALL BE CLEANLY CUT WITH A SHARP TOOL, AS DIRECTED BY AN ISA CERTIFIED ARBORIST, AND TO SPECIFICATIONS WRITTEN IN ACCORDANCE WITH THE ANSI A-300 STANDARDS. CUT ROOTS SHOULD BE IMMEDIATELY COVERED WITH SOIL TO PREVENT DRYING. ROOTS SHOULD NOT BE TORN OR BROKEN BY HEAVY EQUIPMENT, AND NO SHREDDED, RAGGED OR BROKEN ROOTS ENDS SHOULD BE LEFT. THE COUNTY URBAN FORESTER SHALL BE NOTIFIED IN WRITING AND OR CONSULTED PRIOR TO ANY ROOT PRUNING TAKING PLACE.
13. NO SUBSTITUTIONS ARE TO BE MADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT, COUNTY URBAN FORESTER AND/OOR COUNTY PLANNING DEPARTMENT STAFF.
14. COUNTY URBAN FORESTER AND OR PLANNING DEPARTMENT STAFF TO APPROVE ALL ROW TREES, PALMS AND PLANT MATERIAL BEFORE THEY ARE PLANTED TO ENSURE FLORIDA GRADE N.I STATUS. FAILURE TO SCHEDULE AN APPROVAL INSPECTION COULD RESULT IN REJECTION OF ALL THE PROPOSED PLANT MATERIAL.
15. MULCH SHALL NOT BE APPLIED WITHIN 6" OF ANY TREE OR PALM TRUNKS THAT ARE INSTALLED OR INCORPORATED INTO THE PROJECT.
16. ALL GUYING AND STAKING SHALL BE REMOVED FROM ALL TREES AND PALMS WITHIN TWELVE MONTHS AFTER PLANTING. EXCEPTIONS REQUIRE WRITTEN AUTHORIZATION FROM THE COUNTY URBAN FORESTER. BRACING TO BE IN PLACE FOR ONE FULL HURRICANE SEASON AFTER PLANTING.
17. SHOULD ANY CORRECTIVE STRUCTURAL PRUNING OR ROOT ZONE PRUNING BE NECESSARY FOR TREES ONSITE, DUE TO CLEARANCE, SAFETY OR FOR CONSTRUCTION RELATED REASONS THE PRUNING SHALL BE PERFORMED BY AN ISA OR ASCA CERTIFIED ARBORIST IN ACCORDANCE WITH THE LATEST VERSION OF THE ANSI A-300 PRUNING STANDARDS AND GOOD HORTICULTURAL PRACTICES. THE COUNTY URBAN FORESTER SHALL BE PROVIDED WITH A WRITTEN COPY OF THE PROPOSED PRUNING PLAN INCLUDING THE REASONS WHY PRUNING IS NECESSARY, PRIOR TO THE PRUNING ACTIVITIES TAKING PLACE.
18. TREE PROTECTION BARRIERS MAY NOT BE ADJUSTED OR REMOVED WITHOUT WRITTEN APPROVAL OF THE COUNTY URBAN FORESTER.



NOTES:

1. FENCING TO EXTEND FULL WIDTH OF TREE'S DRIPLINE.
2. CONTRACTOR TO NOTIFY AND COORDINATE WITH L.A. IF SITE LIMITS LOCATION OF TREE PROTECTION.
3. CONTRACTOR SHALL PROTECT THE ROOT SYSTEM OF PLANTS THAT ARE NOTED AS "RELOCATE" OR "REMAIN".
4. PLANTS THAT ARE NOTED AS "REMAIN" SHALL BE ROOT PRUNED IF NECESSARY AND STAKED PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
5. PLANTS TO BE "RELOCATED" SHALL BE ROOT PRUNED AND, IF POSSIBLE, RELOCATED PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES.
6. AS PART OF THE REMOVAL OF PLANTS, THE CONTRACTOR IS RESPONSIBLE FOR REMOVING STUMPS AND ROOT SYSTEMS; UNLESS OTHERWISE NOTED.

TREE PROTECTIVE BARRIER DETAIL

DSBOCA
design studio boca
landscape architects and planners
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2300 Corporate Blvd. NW. Suite 214
Boca Raton, Florida 33431
Ph: 561.955.8623
Fax: 561.362.4749
email: landscapearchitects@dsboca.com

REGISTERED LANDSCAPE ARCHITECT JAMES A. JACOBSEN LA0666981 STATE OF FLORIDA

3930 N OCEAN DRIVE - SINGER ISLAND
3930 N. OCEAN DRIVE, RIVIERA BEACH, FL
TREE DISPOSITION CHART

REVISIONS:

MARCH 1, 2024
DATE

M.S.
DRAWN BY:

M.J.
APPROVED BY:

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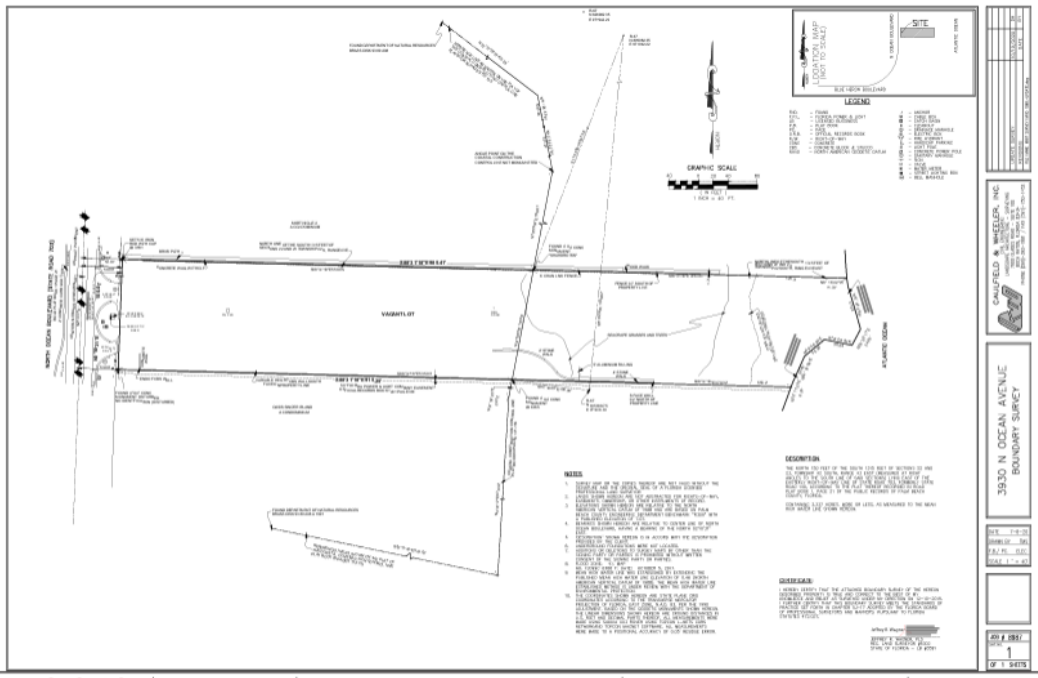
TD-3



ARQUITECTONICA
2900 OAK AVENUE MIAMI, FL 33133
305.372.1812 T 305.372.1175 F

01/21/2025

3930 OCEAN DRIVE
RIVIERA BEACH, FL 33034

SURVEY

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Roslyn	Diamond	" "	comcast.net	4104992400
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Carlyn	Kowalsky	1100 Gulfstream Way	carlynkowalsky@gmail	561-248-3
Andy	Kowalsky	1100 Gulfstream Way	akowalsky@bellsouth.	561-236-4629

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Martinique East tower units: **2102, 2302, 2303 and 2403**

Sebastian Koreneff
BK Group oy
seba@koreneff.com
+358 500 643 500

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

William Taylor
4100 N Ocean Drive 2303W
Singer Island, FL

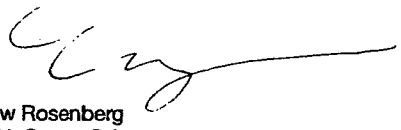
3-21-2023

To: Riviera Beach planning and zoning, city council, and mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island.

We, the undersigned, are against changes to the current high rise setbacks rules.

Please do not allow any variance on that property.



Andrew Rosenberg
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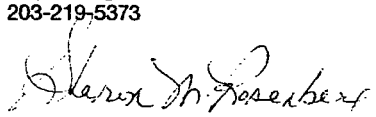
203-219-5373



Sharon Rosenberg
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Riviera Beach, FL 3340
shari128@gmail.com
203-979-0008

changes to the current high rise setbacks rules. Thank you.

Betty Lou and Kenneth Minasian
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4100 North Ocean Drive
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401-486-1530
bettylou@suburbantours.com

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(P) 401-723-6770 - (TF) 800-431-3004

Président du Conseil

Groupe Automobile Desmeules



am against changes to the current high rise setbacks.

Gregory Walker, 4100 North Ocean Dr #1202

Greg305south@gmail.com. 603/978-2851

Sent from my iPhone

The builder, Turnbury, which plans to build on 3930 N. Ocean Drive, Singer Island, FL 33404, is requesting a change to the high rise set back. I am against these changes to the current high rise setbacks rules, and would like to see this rejected.

Thank you,

Mary G. Burke

Contact Information:

Mary G. Burke
4000 N. Ocean Drive
Apt. 702 ET
Singer Island, FL 33404

mburke@burkeagency.com

248-770-9097

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Homeowner: Jonathan Shafmaster
Address: 4100 N Ocean Dr, Apt 2204
Riviera Beach, FL 33404

Email: kellis@littlebaylobster.com
Phone: 603-343-7414

mayor.

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. I, the undersigned, am against changes to the current high rise setbacks rules.

ANTHONY PROVANZANO
4000 NORTH OCEAN DRIVE-UNIT 1704
RIVIERA BEACH, FL 33404
Email:tp@pmcpafirm.com
Cell #-617-448-1122.

Signed by: Antyhony Provanzano

Best regards,

Tony Provanzano
Provanzano & Marchesiani P.C.
11780 US Highway 1, suite N207
Palm Beach Gardens, Fl 33408
Telephone: 561-293-2914
Facsimile: 561-293-2914
E-mail: tp@pmcpafirm.com

The builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Dan Nawrocki

4100 N. Ocean Drive, Apt. 1803
Riviera Beach, Fl 33404

dnawrocki@pcconstruction.com

919-437-4615

John Marques
3980 N Ocean OV-1
Riviera Beach FL 33404

561-307-2050
jmarques@ih-corp.com

The Builder, Turnbury, which plans to build on 3930 n. Ocean drive, Singer Island is requesting a change to the high rise set back. We, the undersigned, are against changes to the current high rise setbacks rules.

Kathryn Rudie Harrigan
2001 –WT
4100 N. Ocean Drive
Singer Island, Riviera Beach, FL 3404
Krh1@gsb.columbia.edu

are against changes to the current high rise setbacks rules.

Nicola and Lori Sisto
3966 N Ocean Drive
Riviera Beach, FL
33404
Lorisisto@gmail.com
561-312-7624

Mark Rosenberg and Janice Fox
4000 N Ocean Drive # 1503
Riviera Bech 33404
416 464-8668

Considering the over development of Singer Island, beach overcrowding, water quality, we also believe this land should be developed as a low rise or town homes. Enough is enough.

Sue and Dave Beddow
4000 N. Ocean Blvd.
#1504
Riviera Beach, FL 33404
(301) 466-6318

rules.

Amanda Sill & Dale Schulz

4000 North Ocean Drive

1102 East Tower

Singer Island, FL 33404

Mobile: 612-709-9813

[redacted] sidelines, one slides our property. Therefore, we believe the ordinance change and/or variance requested by the developer excessively harm our property and should be rejected or the 3930 tower re-sited westward based on a thorough wind evaluation.

Unfortunately, I was unable to attend the meeting on this subject held March 14 but I understand the developer indicated that they met with the Martinique II last year and that we had no objections. I do not believe that was a fair statement of the Martinique II concerns. [redacted] Now that the plans are firming up and ordinance change and/or variance details are available, we have significant concerns which make the current proposed building design undesirable. We understand the property at 3930 is a valuable asset and can be developed, we just believe there ought to be a better land usage than a tower with such adverse impact on adjacent properties.

To assess the 3930 tower impact, information was obtained from the following sources:

1) Presentation slides of March 14 concerning the requested ordinance change and/or variance obtained by a person in attendance. (photo representation attached)
2) An estimated site plan available from a previous developer tower proposal on the 3930 lot. This is a composite plan based on the information available and my understanding of the site layout. This plan is deemed sufficiently accurate for the purposes of this discussion. (photo representation attached)
3) Drawing rendering and tower information available from www.floridayimby.com entitled "Developer Proposes High-Rise Residential Tower for 3930 North Ocean Drive, Riviera Beach, FL", by Colt Dodd, dated February 27, 2025. (photo representation attached)
4) The "Notice of Neighborhood Meeting" rendering sheet mailed to us by the developer. (photo representation attached)
5) NOAA solar calculator (screen shot photo for the winter solstice of 2025 is attached)

reduction pinch point between the Martinique II east tower to the north and the Oasis east tower to the south. This places three high towers in close proximity (perhaps the closest on the island) and seemingly gives no forethought to how the wind speed will be affected. The area reduction is estimated at over 27%, meaning the wind speed will increase by 27% at a minimum between these buildings. This wind will then sweep over the pool deck of the Martinique II and strike our pool deck buildings (Cabanas, Ocean Villas, and possibly our Restaurant). The public beach access walk south of the Martinique II complex will also be adversely affected by the wind increase.

We have wind speed concerns already between the Cote D'Azur west tower and the Martinique II west tower for the same reason. The wind speed can be dangerous for the ill-prepared or elderly persons walking across the Martinique II west tower outdoor parking area to reach the lobby entrance. The same happens between our Ocean House building and our east tower. People need to be careful not to lose their balance or belongings. We object to allowing creation of potentially dangerous wind conditions.

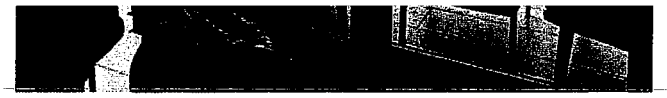
Allowing the ordinance change and/or variance will allow a wider tower and exacerbate the wind speed. It will render our pool deck potentially unusable in prevailing wind conditions currently enjoyable. Access to the Martinique II southeast Cabanas may also be rendered unsafe to open in such prevailing wind conditions. For example, wind gusts in the range of 40 mph can be dangerous and with the 3930 tower obstruction this means wind gusts of just over 30 mph can be dangerous. Wind gusts of 30 mph may happen infrequently throughout the year, but why is such a potential public safety risk condition being considered when the existing ordinance helps address this concern?

The impact to hurricane wind speed is also significant. I understand per the PZB–Building Division web site, the Martinique II falls into a risk category III structure. As a risk category III building the current design wind speed requirement is per Section 1609 – Wind Loads. Section 1609 specifies in Section 1609.3 the ultimate wind speed is per Figure 1609.3(2). Figure 1609.3(2) indicates using an ultimate wind speed of 190 mph for design. Now, with the proposed 3930 tower built, a 190 mph wind speed is reached at a wind speed of 150 mph (1.27 * 150 mph = 190 mph). [redacted]

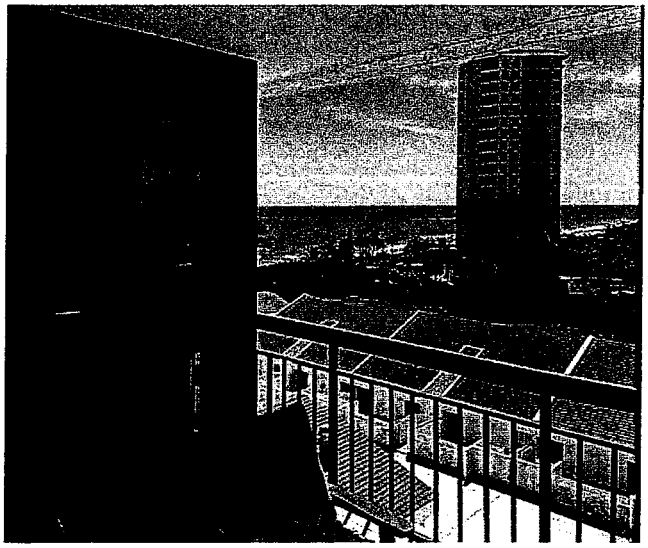


The view left to right is the ocean, the east Oasis tower (blocked by our sliders), more ocean view, the Oasis west tower, The Resort tower, and then the inland view. This view will be essentially gone with the tower at 3930. We lose nearly 100% of the ocean view and will only have views of the 3930 tower, a sliver of ocean view before the Oasis west tower (blocked by our door frame in this picture), the west Oasis tower, The Resort tower, and inland. It is well known that people pay for ocean views. Having the ocean view essentially blocked will reduce our residence value.

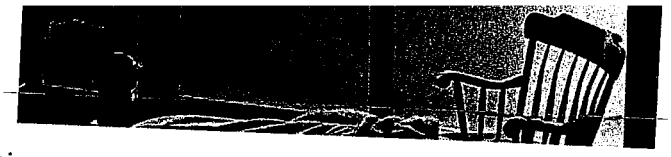
The next photo below is the current view after walking about 8 ft south from the above photo and facing southeast. Again, the ocean view will be blocked with the new tower except for a tiny portion east of the west Oasis tower.



The photo below is viewing east-southeast, but at a position near the interior south wall of the residence. The small sliver of ocean to the left between the Martinique II east tower and our residence glass door will be the only ocean view at this position, the entire ocean view right of the dark vertical door frame will be blocked by the tower.



Finally, our master bedroom view is presented below. This is what we currently see as we enter the master bedroom. This view will be essentially blocked by the new 3930 tower and the Oasis west tower, leaving a tiny view east of the west Oasis tower. Clearly this is adversely impactful to our property



NOTE: While this assessment was for our residence (804) in the Martinique II west tower, similar sight reductions will be evident on all floors in our stack (4-stack) of the building except perhaps the highest floors. The west tower 2-stack will have more ocean view reduction to the south and southeast than us, but will keep their ocean view to the east.

Sun Shading

During the winter season (i.e., high season) many owners at Martinique II return to enjoy the sunshine of our pool area. Currently our own east tower blocks the sun early in the winter morning till about 10am, but then the deck is bathed in sunlight till sunset. The addition of the 3930 tower will significantly block the sun and put a large section of our pool deck and Ocean Villas in shade for a large portion of the day and year. To assess this impact, the solar calculator of the NOAA was used to determine the sun elevation angle at noontime for Riviera Beach (26.7753° N latitude and -80.0589° (W) longitude). The sun angle was then used calculate the shadow cast on our east pool, east pool south deck, and eastern Ocean Villas at noontime for several days throughout the year.

Shade distance from 3930 tower = Tower Height / Tan(sun angle) = 180 ft / Tan(sun angle)

High Season: Nov 15 to April 30

- Nov 15: Noon sun angle = 44.56 deg
- Dec 1: Noon sun angle = 41.28 deg
- Dec 21: Noon sun angle = 39.61 deg (Winter Solstice)
- Jan 1: Noon sun angle = 39.95 deg

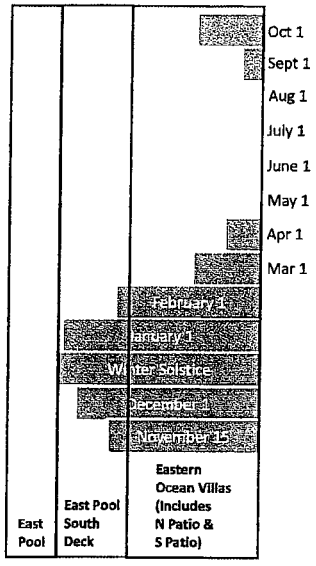
the sun (plus there is the increased wind speed as discussed earlier).

- Completely shade the eastern Ocean Villas south patio for nearly the entire high season.
- Shade the eastern Ocean Villas north patio for most of the high season.
- Make the east pool and southern deck cool and undesirable, again adversely affecting us at Martinique II.

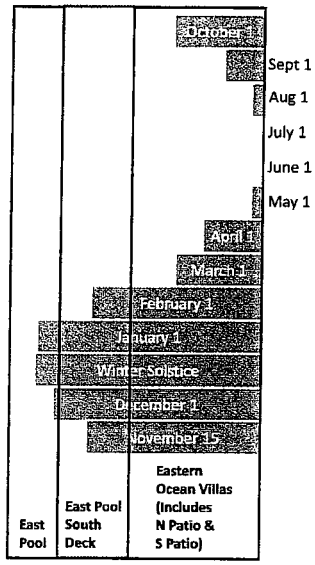
Shade Projected by 3930 Tower

Estimate based on:

- 180 ft tower above pool deck
- NOAA sun elevation angles
- 26.7753 N Latitude
- -80.0589 (W) Longitude



Shading With Setback

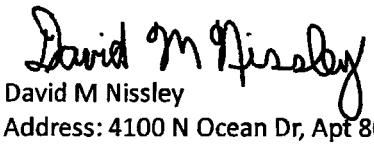


Shading With Ordinance Change and/or Variance Setback

- Perform a more thorough sun shade study based on the 3950 tower position relative to the Martinique II amenities and buildings.

Thank you for your attention in this matter.

Sincerely,



March 28, 2026

David M Nissley
Address: 4100 N Ocean Dr, Apt 804
Email: ghnissley@comcast.net
Phone: 860-368-9465

Occupation: Retired Engineering Fellow with experience in

- Structural fatigue and damage tolerance (crack growth)
- Metals and composite materials
- Heat transfer
- Aerodynamics

stories shall provide two feet additional setback from each property line (with exception of the ocean side setback line for property on Singer Island) for each additional story of height.

6. A building that complies with the following standards shall not be required to provide two feet additional setback from each property line for each additional story of height above 10 stories:
   a. Makes a contribution to the Parks and Recreation trust fund pursuant to Section 31-243(12); and
   b. Covers no more than 50 percent of the lot.

roposed Language: Section 31-243(12)

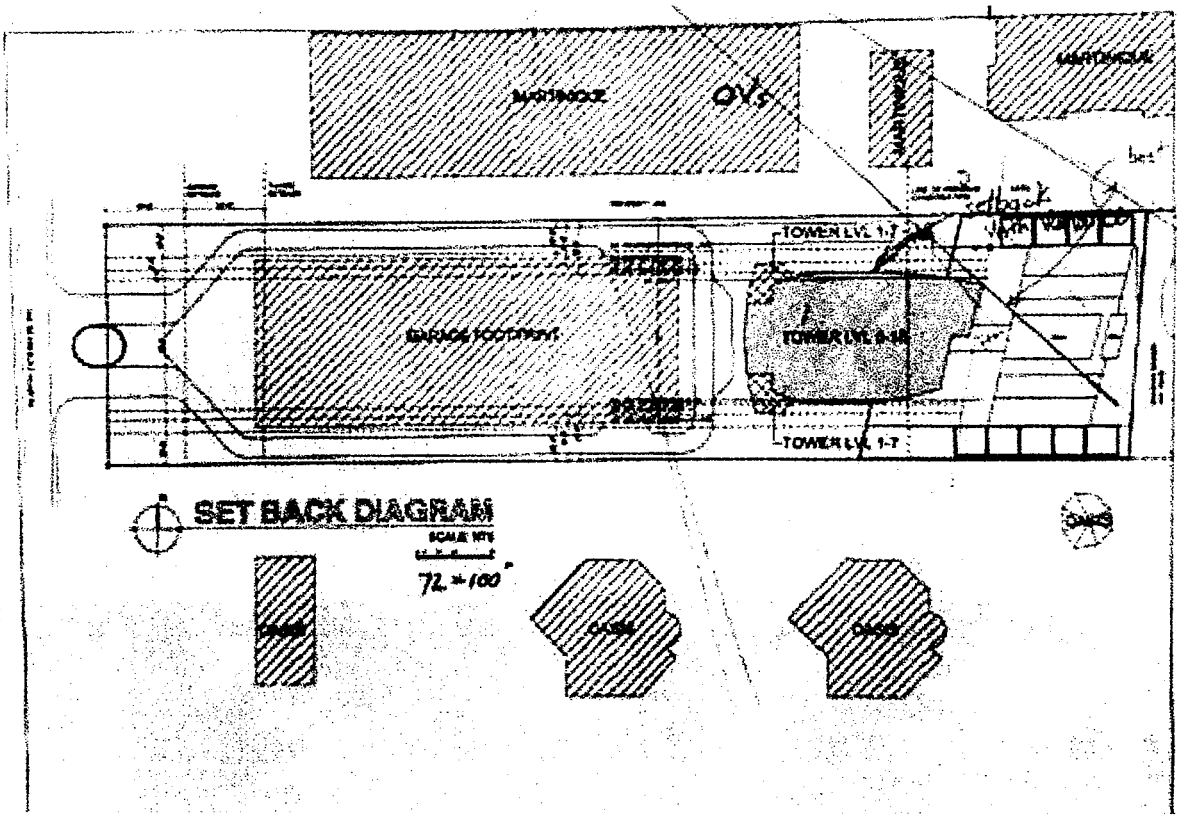
rks and recreation trust fund established; contributions in lieu.

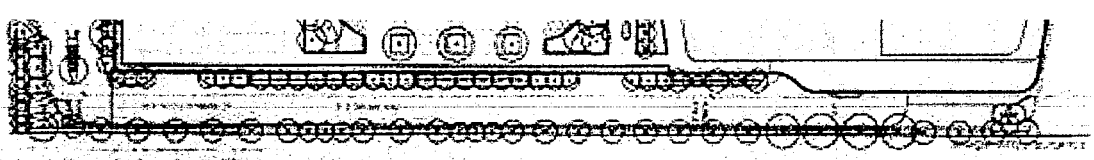
There is hereby established a parks and recreation trust fund. Contributions to the parks and recreation trust fund are voluntary and are separate and apart from any park impact fee assessed by the city.

Funds withdrawn from the parks and recreation trust fund shall be used for the purpose of building, preserving, rehabilitating, and/or otherwise providing access to recreational and open space to residents and visitors of the city. However, such funds shall not be used to pay for infrastructure projects.

The finance department shall administer the park and recreation trust fund. At least once each fiscal year, the city manager or designee shall present to the city council a report on the status of the parks and recreation trust fund.

In lieu of meeting the setback requirement of section 31-243(5)(e)(1), the developer of a building that meets the requirements of section 31-243(5)(e)(2) may contribute to the park and recreation trust fund according to the following calculations and payment schedule:


GARAGE
OVs
TOWER LVL 1-7
GARAGE FOOTPRINT
TOWER LVL 8-18
TOWER LVL 1-7
SET BACK DIAGRAM
72 x 100'



A rendering of the complex, image from the RFQ

HHC Steiger Island LLC owns the 3.1-acre property and demolished a condo that was formerly on the parcel. HHC Steiger Island LLC is led by Jackie Soffer, the co-owner of Turnberry, which has developed other residential projects in Miami-Dade County.

Meeting to discuss the proposed site plan for 3930 N Ocean Blvd.

When: March 14, 2025 @ 5:00 PM
Where: PBCRA Clean & Safe Community Area
1225 East Blue Heron
Riviera Beach, FL 33404

Please contact Hope Calhoun with any comments or questions: 561-805-1324
hcalhoun@rivierabeachfl.gov

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



Result

Equation of Time (minutes):	Solar Declination (in°):	Solar Noon (hh:mm:ss):	Apparent Sunrise (hh:mm):	Apparent Sunset (hh:mm):	Az/El (in °) at Local Time:
1.7	-23.44	12:18:18	07:05	17:32	174.48 39.61
			☐ Show Sunrise	☐ Show Sunset	☐ Show Azimuth

RE: Agenda Item No. 9 – City Council meeting April 16, 2025
Ordinance No. 4279 to amend minimum building setbacks to provide for a fee in lieu of required open space and
Site plan application SP-24-0013

Please read and enter this letter into the record

Dear Council Members,

I have lived in Palm Beach Isles on Singer Island for over 20 years. We chose to live here to be able to walk to the beach and enjoy its natural beauty. The new ordinance and site plan proposed by the developer would encroach on the established setback distances that other developers have abided by for years and negatively impact our beach path.

This path is an extremely important part of our neighborhood and was created at the time the Martinique condominium was built to provide access to the beach for neighborhood residents. It was contemplated under the premise that future developers would abide by the setback requirements in the local ordinance.

The City staff report does not show or mention the existing beach path and fails to address any potential impact to those of us who use the path. As a long-time user of this path, I strongly dispute the staff's conclusions that the proposed ordinance changes would improve aesthetics and continue to provide natural light and ventilation.

Staff have recommended that builders be allowed to provide additional open space in lieu of an additional two feet of setback from each property line for each story above 10 stories. Much of the open space provided in this application is the landscaped rooftop amenities. This open space does nothing to offset the impacts to beach path users or adjacent property owners. Likewise, the developer's funds to be deposited in the Parks and Recreation fund will not benefit the residents who would be impacted by the change in the setback requirement.

I am writing on behalf of the owners and residents of Ocean's Edge at Singer Island Condominium Association, Inc., our 40-unit oceanfront building at 5050 North Ocean Drive. We are very concerned about Ordinance 4279 and strongly urge you to vote against it.

This ordinance would change the zoning rules in the RM-20 district to let developers pay a fee instead of providing required open space on their property. It would also allow reduced setbacks for tall buildings on narrow lots. The main reason this worries us is that the applicant, HHC Singer Island, LLC (connected to Turnberry Associates), wants to build a 20-story luxury condo tower just down the street from us at 3930 North Ocean Drive. These changes appear designed to help that one project, and they would have a direct negative impact on our building and our residents.

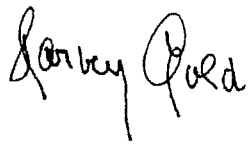
We love living on Singer Island and want to see thoughtful, responsible development that fits our neighborhood. However, allowing bigger buildings closer together with less open space would mean more shadowing over our pool and beach areas, loss of privacy, increased traffic, and greater risk during storms. Our stretch of North Ocean Drive is already almost fully built, and these changes would make it feel even more crowded and less enjoyable for everyone who lives here.

The City's Comprehensive Plan is meant to guide growth in a way that protects our quality of life, open spaces, and coastal environment. We believe this ordinance goes against several important goals in the Plan, including:

[illegible] development without sacrificing the open feel, safety, and beauty that make Singer Island such a wonderful place to live.

We would be happy to speak at the meeting or meet with any of you to discuss our concerns further. Thank you for your time and for representing our community's interests.

Sincerely,



Harvey Gold
President, Ocean's Edge at Singer Island Condominium Association, Inc.

years. Having even more buildings crammed against one another will exacerbate the reduction in the overall ambiance of this wonderful Island and will have adverse environmental impacts.

Our views from the East Tower of the Martinique will be permanently marred and it will be even worse for the West Tower. The residents of the Oasis and even the new Nautilus across the inland waterway will also suffer from blocked views.

The drinking water has always been terrible on the Island and each building adds to that issue. A study has proven the new building will create a wind tunnel between the buildings. There will be shade thrown onto our property. And heaven knows what driving the pilings will do to our building's foundation and structure. Has that been analyzed? Enough is enough.

The approval of this code variance will be short-sighted and will not improve the quality of life on Singer. Indeed it goes against all environmental concerns and harms thousands of residents' investments. Take a close look. This small sliver of land simply isn't suited for a large building like this. Protect the Island.

Do the right thing and reject issue 9.a, Ordinance 4279.

Respectfully,

To: publiccomments@rivierabeach.org; lphillips@rivierabeach.org

CC: crobinson@rivierabeach.org; Oasis HOA Manager; Attorney

From: John William, Unit 5A, Oasis Singer Island, 3920 N Ocean Drive, Riviera Beach, FL 33404

Date: October __, 2026

Subject: Written Objection for Official Record - ZA-24-0005 / SP-24-0013 / Ordinance No. 4279 / Resolution No. 54-26 - 3930 N Ocean Dr - Adjacent Owner 3920 N Ocean Unit 5A

City Clerk and Planning Staff,

Please accept this email and attachments as my written public comment and objection to be made part of the official record for the October 21, 2026 Public Hearing at Riviera Beach Event Center, 6:00 PM, regarding:

- Ordinance No. 4279 (ZA-24-0005) - Amendment to RM-20 zoning, reduced setbacks, open space requirements, fee-in-lieu
- Resolution No. 54-26 (SP-24-0013) - Site Plan for 3930 N Ocean Drive, PCN 56-43-42-22-00-000-5010
- Applicant: HHC Singer Island, LLC - Proposal: 200-ft tall, 52-unit residential over 2-story parking podium (121 spaces)

PRECISE WORDING TO BE READ INTO RECORD (3-minute limit):

I am John William, owner-occupant of Unit 5A, Oasis Singer Island Condominium, 3920 North Ocean Drive, Riviera Beach, Florida 33404. I am directly south of the proposed development at 3930 North Ocean Drive, approximately 100 to 150 feet away on the 5th floor.

I object to ZA-24-0005, SP-24-0013, Ordinance 4279 and Resolution 54-26. My master bedroom bay window and office windows currently have open green lot, dune vegetation, and partial direct Atlantic Ocean view. My exhibits show the proposed 200-foot tower over a two-story parking podium would completely fill my center ocean pane with a balcony wall, creating a wall effect, reducing natural light and air, and eliminating privacy as 52 new south-facing balconies would look directly into my unit

This hardship is self-created by the applicant purchasing a narrow lot with knowledge of RM-20 requirements. The lot is not uniquely constrained compared to other Singer Island oceanfront lots. Reducing setbacks and allowing fee-in-lieu of open space is inconsistent with the Comprehensive Plan goal of preserving light, air, open space and views for existing residents.

These damages are special to my unit and not shared by the general public. Upper floors can look over the new tower; my 5th floor low unit cannot. During 18 to 24 months of construction, I will experience noise, vibration, dust, crane overhang, and truck traffic affecting use and marketability.

I request denial, or if approved, conditions: increased north setback, stepped north elevation, opaque treatment on north-facing balconies opposite Oasis Units 2A through 7A, podium roof landscaping, and a construction management plan with vibration monitoring.

My attached declaration, before and after photo simulations, aerial massing exhibits, and one-page value impact summary are submitted to be made part of the official record. I reserve my right to seek judicial review via petition for writ of certiorari within 30 days of rendition pursuant to Florida Rule of Appellate Procedure 9.100(c) and Florida Statute 163.3215 as an aggrieved adjacent property owner.

ATTACHMENTS TO BE MADE PART OF OFFICIAL RECORD:

1. Standing Declaration of Aggrieved Adjacent Owner - Unit 5A (signed)
2. Complete Hearing Packet - 10 pages - Before/After simulations from 5A office and master bedroom, aerial massing, beach views
3. One-Page Lost Value Summary - Estimated economic impact 8% to 25% ($312k to $975k on $3.9M base) for discussion only, not a formal appraisal
4. Current dated photos from Unit 5A - October 2026

Please confirm receipt and that this email and all attachments will be made part of the official record for ZA-24-0005 / SP-24-0013 and Ordinance 4279 / Resolution 54-26. Please also have the precise wording above read into the record at the hearing.

All emails and attachments will be public record under Florida Statutes Chapters 119 & 668. I understand my contact information will be public.

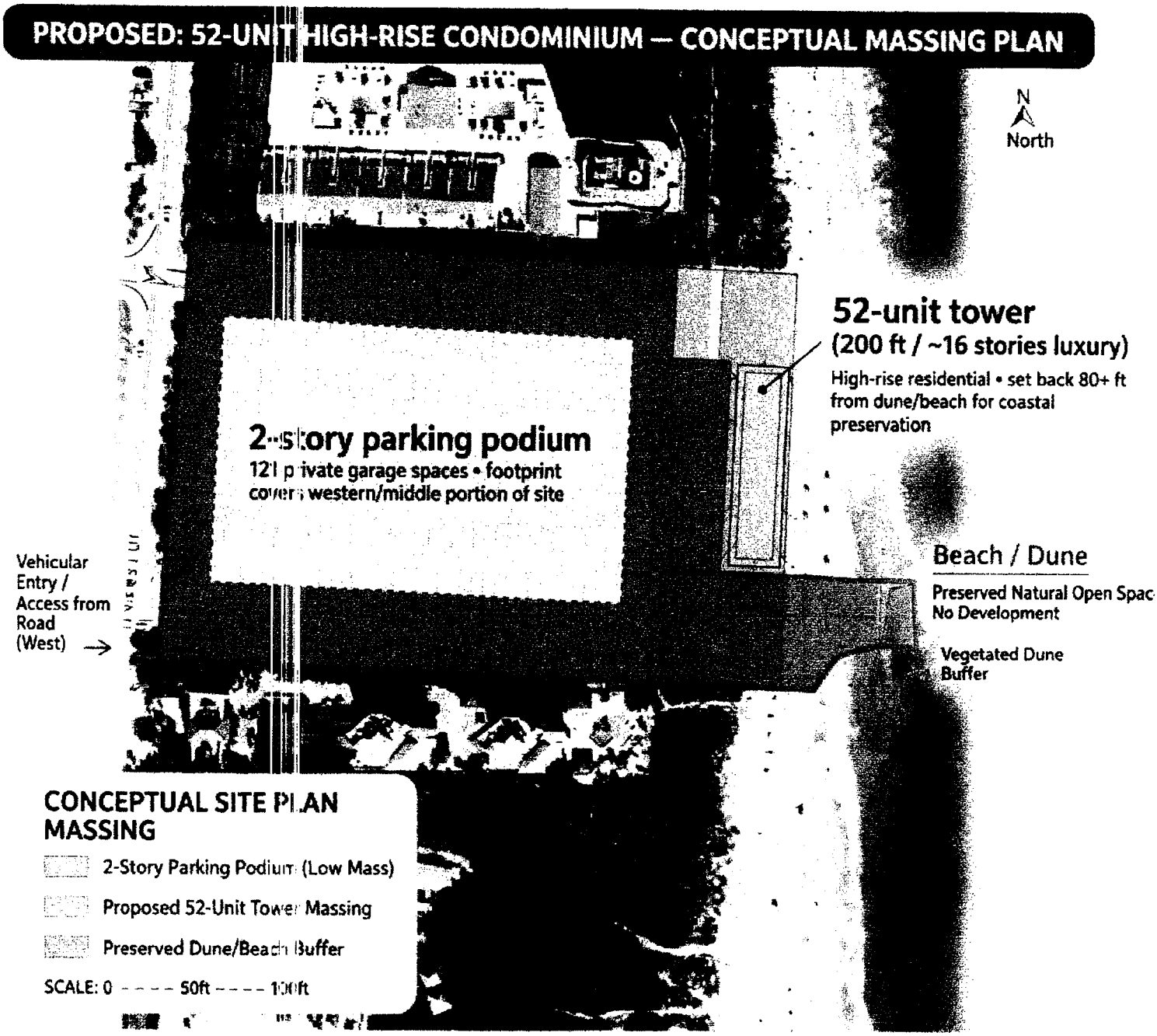
Thank you,

John William FRANCHINA
Unit 5A, Oasis Singer Island
3920 N Ocean Drive
Riviera Beach, FL 33404
Phone: [203 223 - 1988]
Email: [JFRANCHINA@AOL.COM]

Instructions: Email this text in the BODY of your email to publiccomments@rivierabeach.org and lphillips@rivierabeach.org before 6pm Oct 21. Attach this PDF plus the two exhibit PDFs. Also mail hard copy to City Clerk, 600 W Blue Heron Blvd, Riviera Beach, FL 33404. Keep proof of sending.

Copies of the proposed ordinance, resolution and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30 am and 5:00 pm, except legal holidays. Telephone: 561.845.4050.

Please take notice and be advised, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statute 286.0105).



ESTIMATED ECONOMIC IMPACT SUMMARY - UNIT 5A
Oasis Singer Island - 3920 N Ocean Dr, Riviera Beach, FL 33404

Re: Proposed 3910 N Ocean - 200-ft / 52-unit over 2-story podium - SP-24-0013 / Ord 4279
One-page summary - For discussion only - Not a formal appraisal - Assumes constant economic conditions

UNIT BASELINE

Unit 5A: 5th Floor, 4,069 sq ft, 3 bed/3.5 bath, one unit per floor, 360-degree views marketed. Oasis comps: 7A $3.175M, 6A $3.89M, 11B $5.2M / $4.89M (2024-2025 MLS). 5th floor low, view more sensitive to adjacent blockage than upper floors. Current condition: Open green lot at 3930 provides light, air, and direct northeast ocean glimpse from master bay window center pane and office windows (Exhibits A-D).

MARKET BASIS FOR VIEW PREMIUM

Ocean view premium studies: South Beach direct ocean vs city = 101% premium ($1,950 vs $970 psf). Academic study: full ocean view = 18.61-55.63% premium. Industry discussion: view + end-unit = ~20% premium. Lower-level condos with no view sell for much less than higher floors with view. Oasis loss is total block of center ocean pane from primary bedroom on low floor, 100-150 ft away.

ESTIMATED IMPACT - DOLLAR RANGE

	Scenario	Assumed Value Loss %	On $3.5M Base	On $3.9M (6A comp)	On $4.5M Base
During	Construction (18-24 mo) - noise, dust, marketability	5% - 15%	$175k - $525k	$195k - $585k	$225k - $675k
t-Construction	Partial Block (keeps SE view to Ocean Reef Park, loses SE/E)	8% - 15%	$280k - $525k	$312k - $585k	$360k - $675k
Post-Construction	Full Block of Center Ocean Pane (master bay)	12% - 25%	$420k - $875k	$468k - $975k	$540k - $1.125M

WHAT DRIVES 5A NUMBER

- **Floor height:** 5th floor cannot see over 200-ft tower 100 ft away - upper floors (15A-19A) can. Lower floors most affected.
- **Which pane:** Master bay center pane is direct ocean - that is primary value, not side peek. Simulation shows wall of balconies filling that pane.
- **Privacy:** 52 new south-facing balconies looking directly into 5A office/master at close range.
- **Permanent loss of light/air:** Open lot currently provides sky and breeze corridor - podium roof + tower closes it.

RECOMMENDED FOR HEARING / ATTORNEY

1. This sheet + before/after photos (Exhibits) + dated appraisal letter for 5A. 2. Object on record Oct 21 that hardship is self-created, setback reduction inconsistent with Comp Plan, and no competent substantial evidence of no impact to adjacent low-floor units. 3. If approved, 30-day window for certiorari petition per Fla. R. App. P. 9.100(c). Discuss conditions: increased north setback, stepped north face, opaque north balconies opposite 2A-7A, podium landscape, vibration monitoring. **This is illustrative only, not a formal appraisal or legal advice.**

Prepared for: John William, Unit 5A, Oasis - 3920 N Ocean Dr - For City Council Hearing Oct 21, 2026 - Exhibits: Current photos A-D + Simulations E-H. All simulations conceptual only.

Sources: MLS comps Oasis 3920 (7A $3.175M, 6A $3.89M, 11B $5.2M/$4.89M); South Beach ocean view premium 101% (South Florida Agent Magazine); ocean view premium 18.61-55.63% (Benson et al. 1998); view adds ~20% (Bogleheads owner discussion); low-level no-view sells much less (Inman).

3920 N Ocean (Oasis 5A) vs Proposed 3930 N Ocean - View Impact

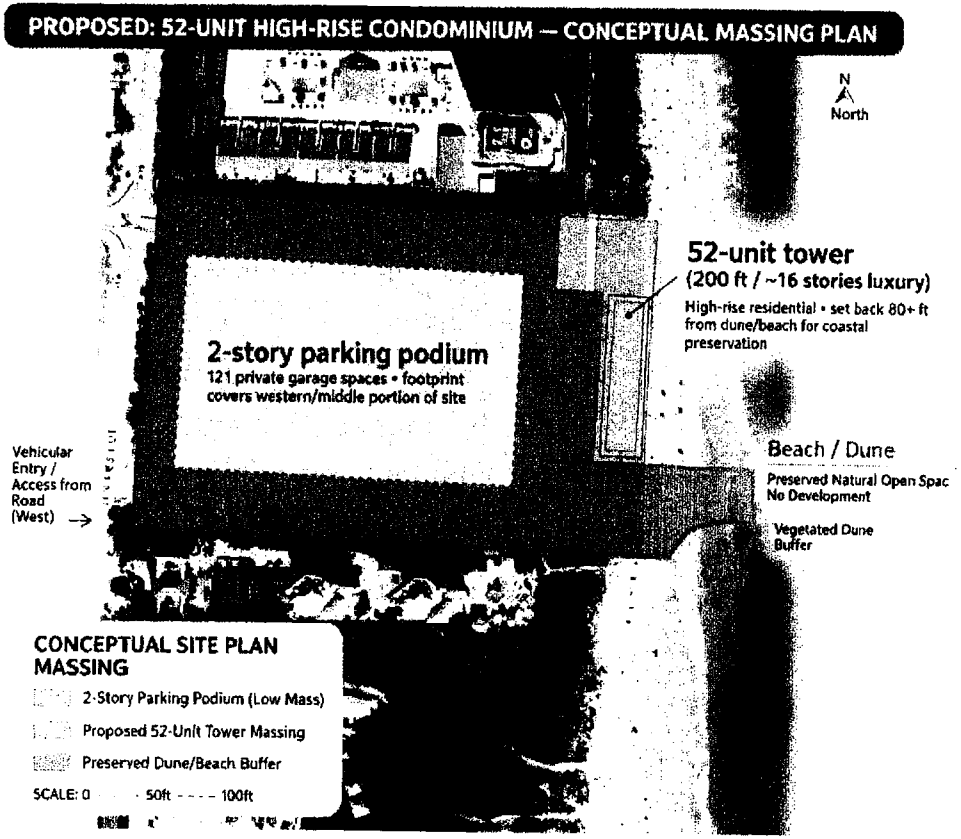
Hearing: Oct 21, 2026 - Riviera Beach Event Center - Ord 4279 / Res 54-26

200ft / 52-unit high-rise over 2-story parking podium (121 spaces) on lot 56434222000005010

All simulations are illustrative concepts only - not official developer renderings

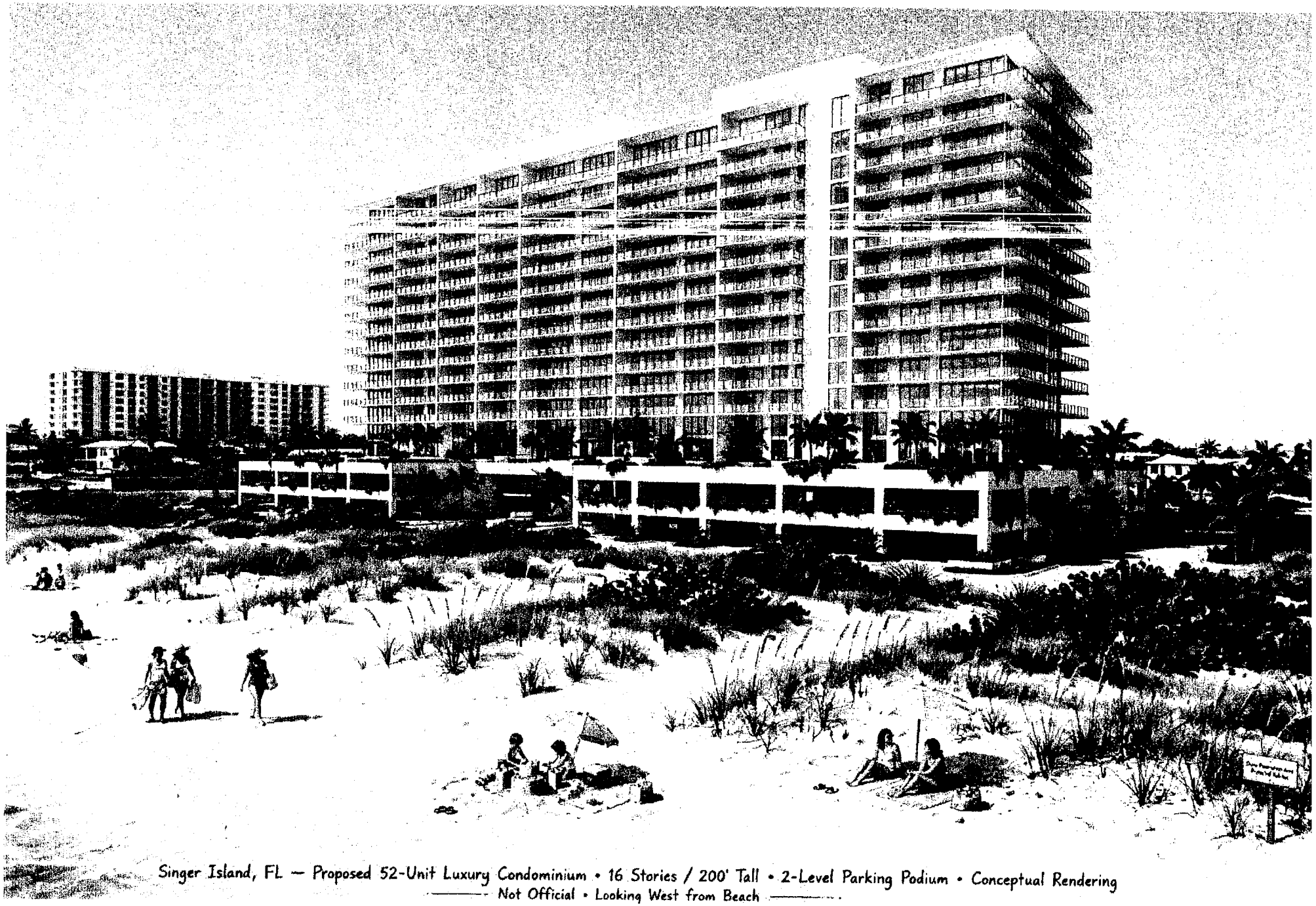
Copies of the proposed ordinance, resolution and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30 am and 5:00 pm, except legal holidays. Telephone: 561.845.4060.

Please take notice and be advised, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statute 286.0105).






Oasis - 3920 N Ocean
(Existing, 21 stories, 2004)
Rough illustrative concept only, not official
Proposed - 3930 N Ocean
(52 units, 200 ft / 16 stories)
Rough illustrative concept only, not official
CONCEPTUAL ARCHITECTURAL RENDERING • VIEW LOOKING WEST FROM BEACH TOWARD LAND • SINGER ISLAND, FL • ILLUSTRATIVE ONLY – NOT AN OFFICIAL DESIGN OR APPROVED PLAN



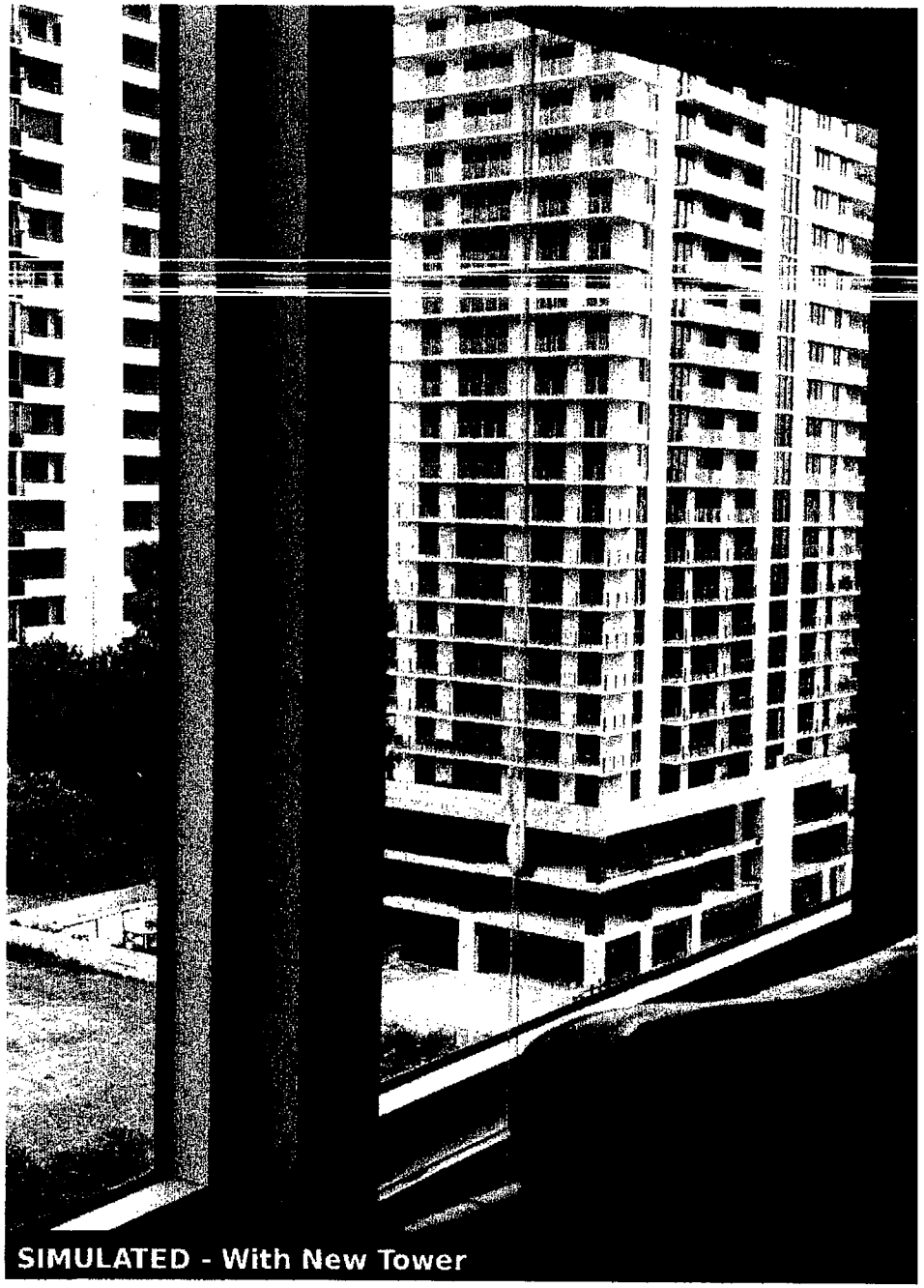
Singer Island, FL — Proposed 52-Unit Luxury Condominium • 16 Stories / 200' Tall • 2-Level Parking Podium • Conceptual Rendering

——— Not Official • Looking West from Beach ———

5A Office - View 1 - Looking North over vacant lot

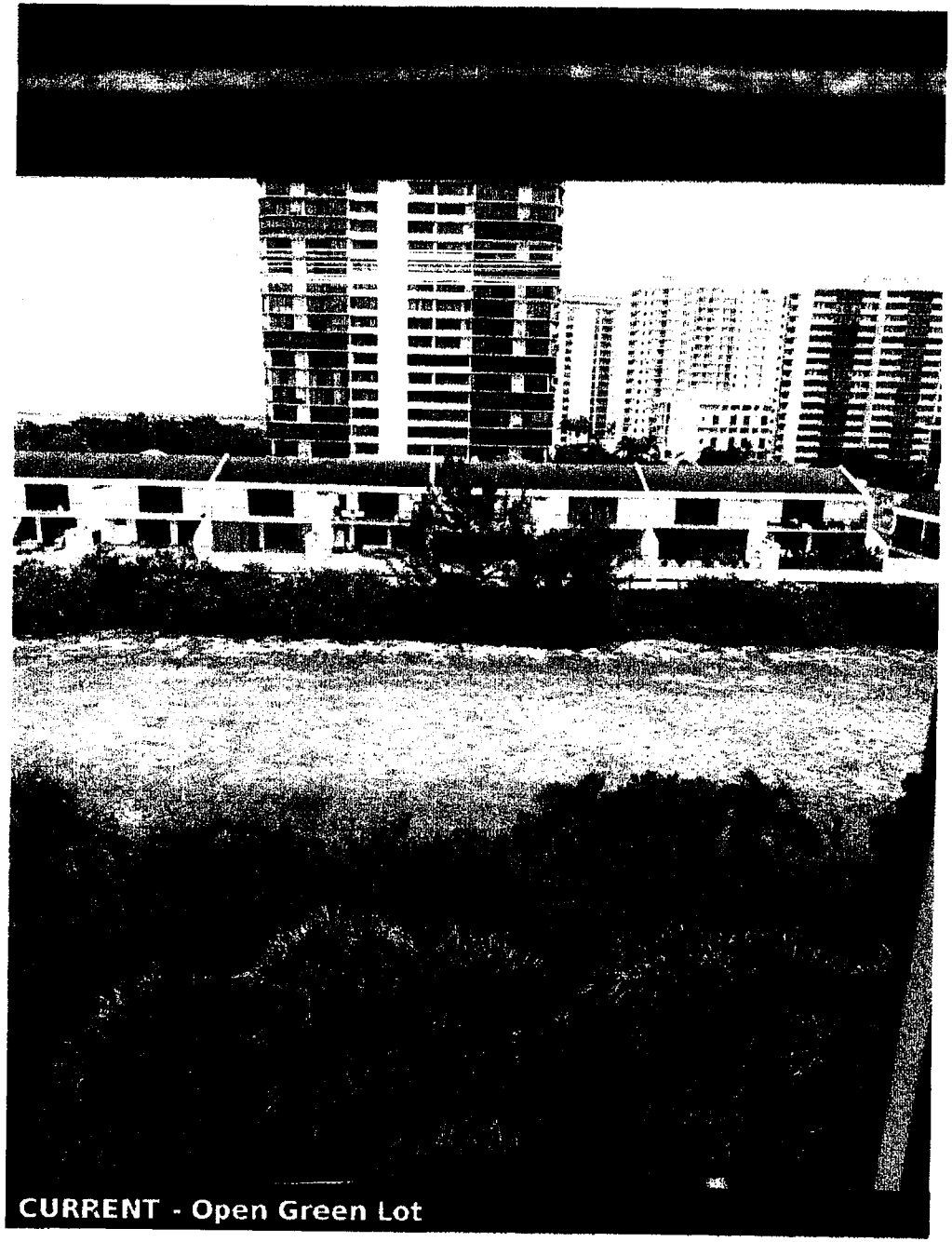
LEFT: Current open lot view | RIGHT: With proposed 200ft / 52-unit tower at 3930 N Ocean (Illustrative only)

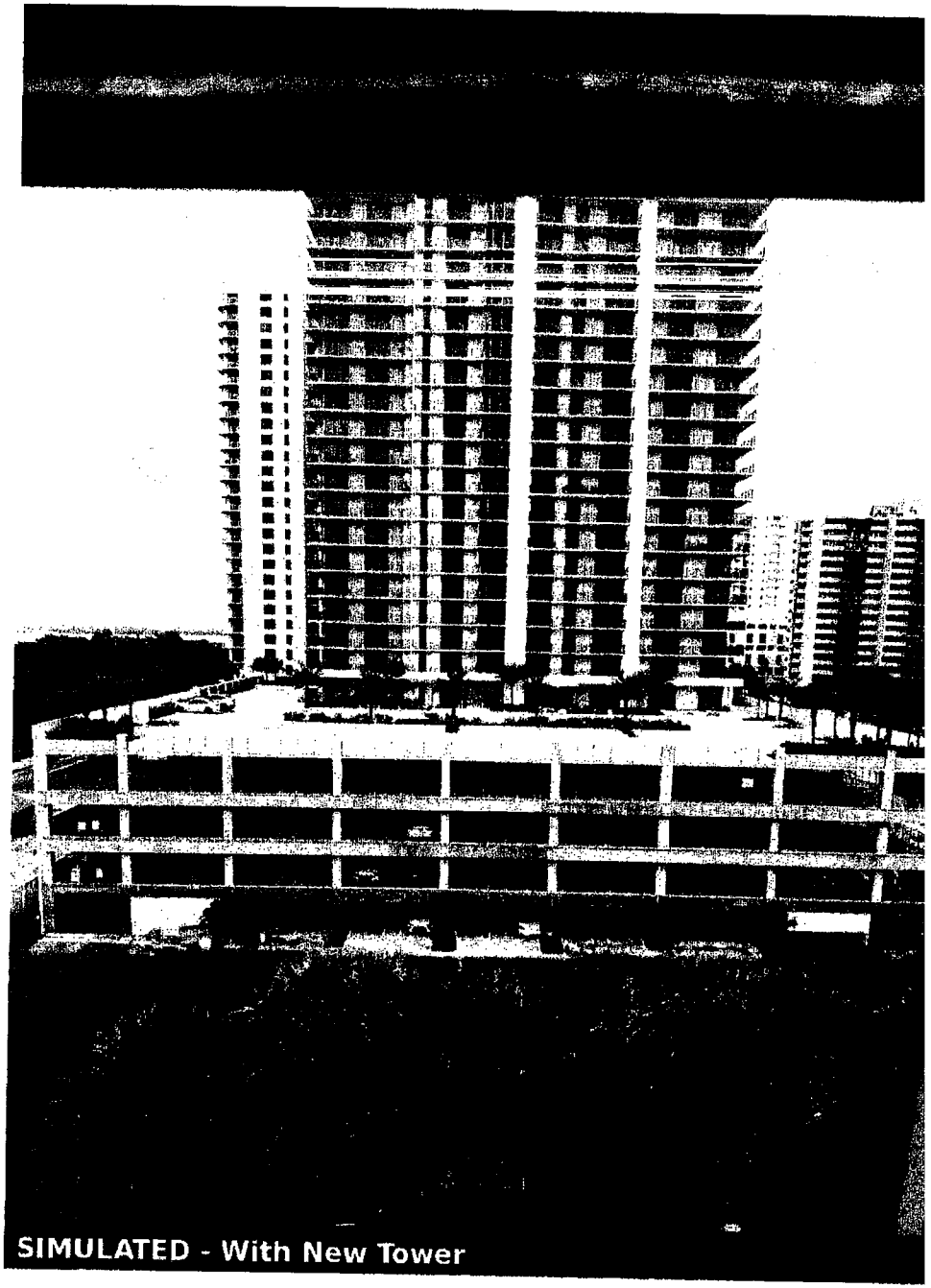




5A - View 2 - Looking NW toward townhouses

LEFT: Current open lot view | RIGHT: With proposed 200ft / 52-unit tower at 3930 N Ocean (Illustrative only)

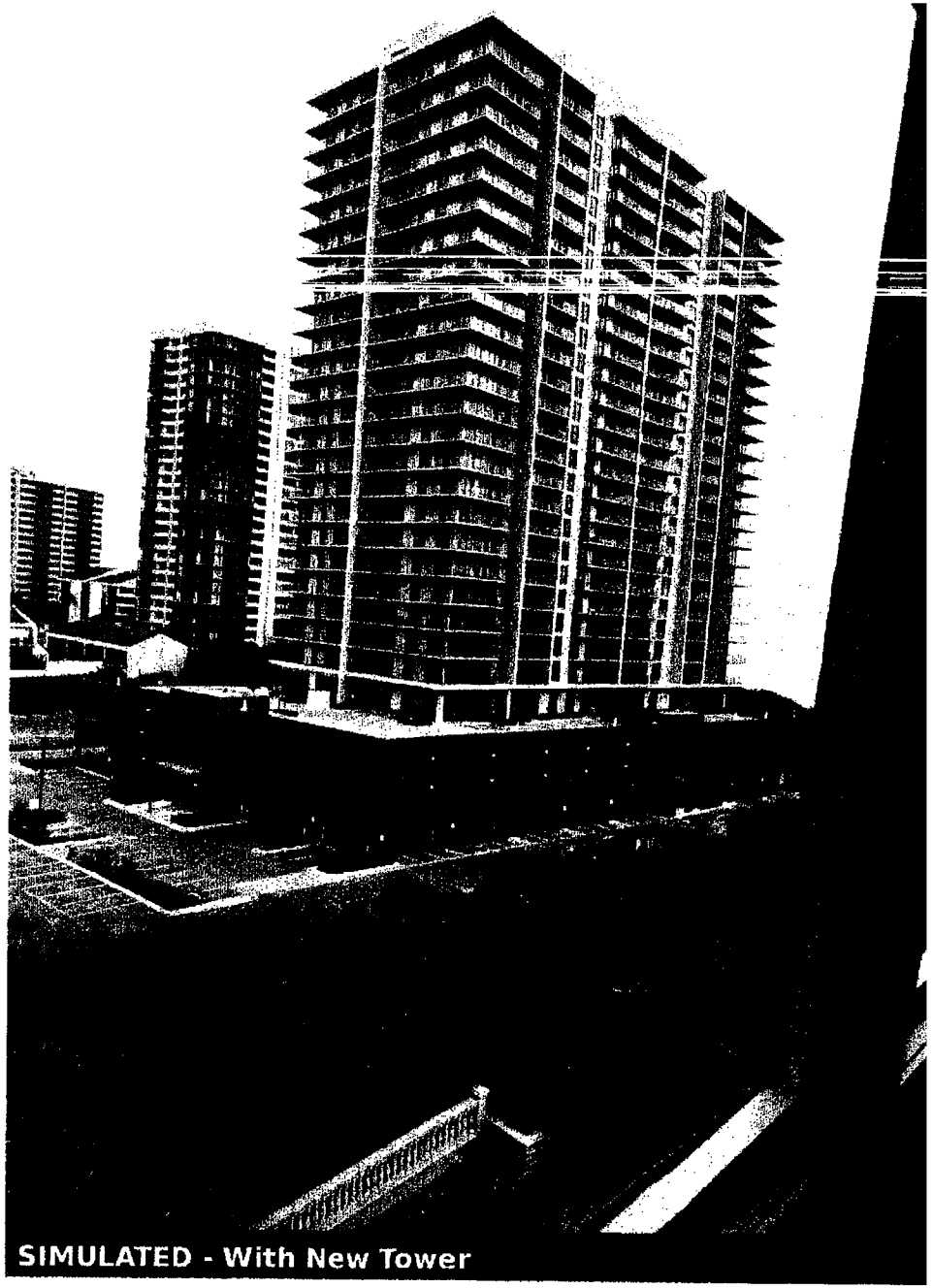




5A - View 3 - Looking North with ocean on right

LEFT: Current open lot view | RIGHT: With proposed 200ft / 52-unit tower at 3930 N Ocean (Illustrative only)

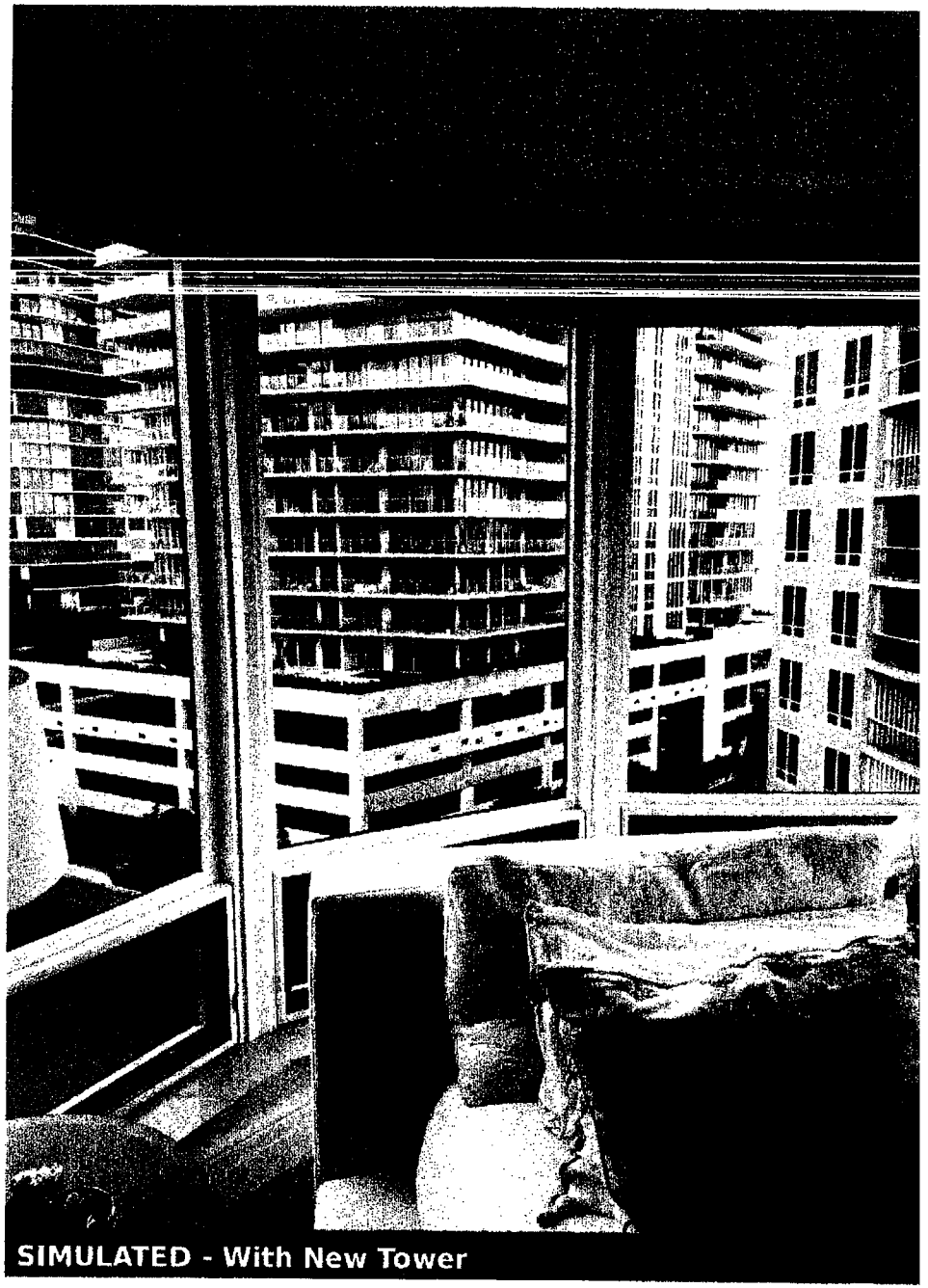




5A Master Bedroom Bay Window - Center ocean view

LEFT: Current open lot view | RIGHT: With proposed 200ft / 52-unit tower at 3930 N Ocean (Illustrative only)

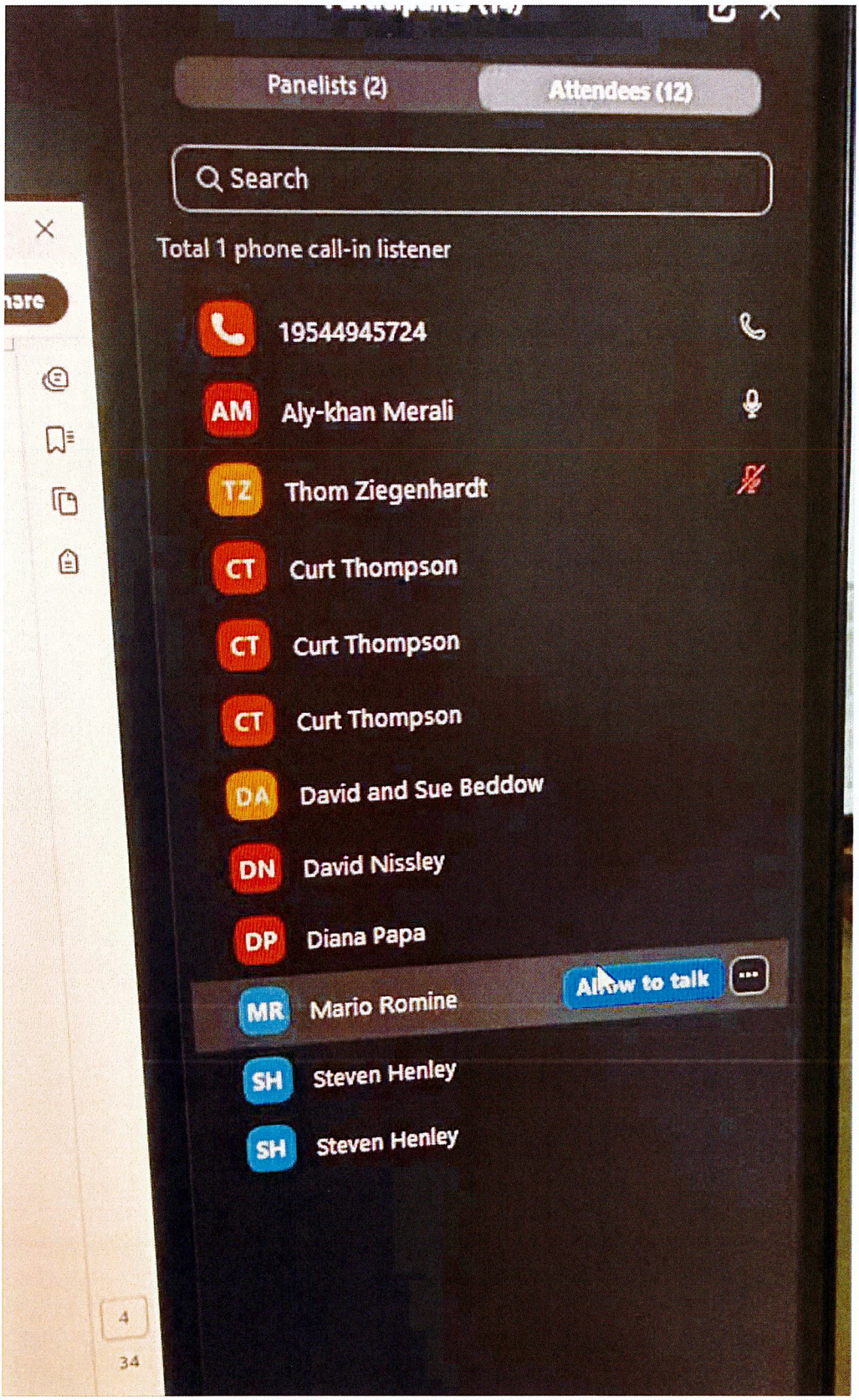




Summary of 5th Community Meeting for
3930 Ocean Drive held on
4.16.26

Meeting invitations to the applicant's 5th community meeting were mailed to the Singer Island associations and residents. The meeting notices were mailed out by Schrantz Land Planning, Inc. The virtual meeting started at approximately 6pm. 11 people participated in total (5 residents, 1 Riviera Beach staff member, and 5 members of the development team). The project and text amendment were presented. At the end of the presentation questions were asked about the shadow study and the projects' impact on adjacent developments. The applicant again shared the shadow study graphics and explained the negligible impacts of the project on the adjacent buildings and identified on screen how a building constructed without the text amendment would create a greater shadow on the adjacent buildings. The residents questioned the status of the text amendment, and a discussion was had about the impact of a new building on the stability of the existing buildings (wind tunnel effect). In response, the applicant discussed the wind study prepared by RWDI (climate and performance engineering consultants) to explain why the residents' concerns were unfounded. The meeting ended at approximately 6:30pm.

Attached is the virtual meeting attendance sheet.


Panelists (2)
Attendees (12)
Search
Total 1 phone call-in listener
19544945724
AM Aly-khan Merali
TZ Thom Ziegenhardt
CT Curt Thompson
CT Curt Thompson
CT Curt Thompson
DA David and Sue Beddow
DN David Nissley
DP Diana Papa
MR Mario Romine
Allow to talk
SH Steven Henley
SH Steven Henley

MISKEL BACKMAN LLP

BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

3930 N Ocean Drive
October 9, 2025, Community Meeting Summary

HHC Singer Island LLC ("Applicant") is the owner of the approximately 3.30-acre property located at 3930 N Ocean Drive (PCN: 56434222000005010) ("Property"), which is generally located on the east side of N Ocean Drive between Gulfstream Way and Island Drive, in the City of Riviera Beach ("City"). The Applicant has submitted a text amendment and site plan application to the City seeking to revise Section 31-243(5)(e) of the City's Land Development Code related to the high-rise setback regulations and obtain approval for the development of a +/- 200 foot, 52-unit condominium building.

On October 9, 2025, the Applicant held its fourth community meeting with surrounding residents via Zoom. A meeting notice, which included the Zoom link and meeting time, was distributed on October 3, 2025, to all property owners within a 300-foot radius of the Property. A copy of this notice is attached hereto as Exhibit "A." In total, 46 community members attended the meeting, and a list of participants is attached as Exhibit "B."

During the meeting, several residents expressed support for the proposed project, while others raised concerns regarding potential impacts such as loss of view, shadowing on adjacent buildings, and the overall height of the development. Additional questions were also raised about the proposed text amendment and the changes it would allow and its impacts on future development in the City. A complete list of all questions and comments posed by community members is attached hereto as Exhibit "C."

Exhibit "A"

NOTICE OF NEIGHBORHOOD MEETING
to discuss 3930 North Ocean Drive Turnberry Condo Project

Dear Neighbors,

We are planning to present our proposed site plan and text amendment to the City Commission soon. Before that, we invite you to a neighborhood meeting to review the site plan and answer your questions.

The site plan is the same one we previously shared. This meeting gives you another chance to see it and provide feedback before the City Commission hearing.

Meeting to discuss the proposed site plan for 3930 N Ocean Drive Turnberry Condo Project

When: October 9, 2025 @ 6:00 PM
Link: https://us06web.zoom.us/s/84662146596

Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@miskelbackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



Exhibit "B"

List of Meeting Participants

1. John Zuchowski
2. Gregory Locraft
3. William Contole
4. Leticia Gnazzo
5. Barb Hansen
6. Tammy lheureux
7. Alex Kennelley
8. Glen Spiritis
9. Julie Botel
10. Brent Godfred
11. Daniel Mandel
12. Ken Burch
13. John Rinaldo
14. Sharon Fortunato
15. Mark Kennelley
16. Denise Rivas
17. Patricia Downey
18. Holly Mahler
19. Daniel Salas
20. Frank F
21. Don McManus
22. Mohini Chopra
23. Elizabeth Gittins
24. Marie Davis
25. Marianne Wiegand
26. Susie Globokar
27. Amanda Sill
28. Kathryn Harrigan
29. Larry Smith
30. Alexandra Smith
31. Steve Kozik
32. Robert Comfort
33. Mary Smith
34. Lynda Murphy
35. Michele Rinaldi
36. Joan Bancroft
37. Peter Gaito
38. Anastasia Dawson
39. D DiMeo
40. Daniel Brettler
41. Dermot O'Brien
42. Martin Zipern
43. Kenneth Yerssin
44. Hemant Mainthia
45. Lee Innocenti
46. Bill Taylor

Exhibit "C"

List of Comments and Questions

1. I thought Singer Island had a 6 story limit with the City Council having the authority to increase to 8 stories. This proposed building looks to be more than 8.
2. Beautiful project, can you let us know when you are planning to break ground and how long you anticipate until it is completed?
3. What is the estimated start and finish date of the project?
4. What is the projected cost to buy a unit?
5. You are not asking for any variances? On this go-round, are you contributing to community projects in order to get variances?
6. How many parking spaces are provided?
7. What will the price range be for the apartments? How many bedrooms?
8. How far back from Ocean Drive does the building start compared to the adjacent buildings
9. Is there going to be an ordinance change to the Riviera Beach [Code]. Aren't you changing the setbacks on the building?
10. Have you studied shadowing re: adjacent buildings?
11. Also, square footage?
12. aren't you asking for an ordinance change? You are not under the current setback rules is that correct?
13. Why did you decide not to put the pool on the ocean side of the building?
14. Will the walkway to the beach be cleared of all the overgrown trees and shrubs?
15. Will the condos be marketed with a "private beach"?
16. Are you going to clear all the trees and bushes on the ocean side?
17. Are you studying the shadowing the adjacent buildings?
18. That is not correct. You need to know what the setback rules are. Closer to the Oasis and Martinique is not better.
19. Are you not moving forward with the removal of the public walkway on the north side of the property as you requested previously?
20. Please explain what you can build without text change. Also the zoning difference between this zoning district & the CRA zoning district on Singer Island.
21. Just to let you know we have over 150 petition signature against your ordinance change.
22. The playground reflected on the plan. Did I understand that the playground may not be there? Where will it be? Is it a donation for a playground elsewhere?

23. Aren't you asking for an ordinance change? Please stop saying you aren't asking for a variance.
24. Can you redesign the building so that mechanical room can be toward the west of the building instead of the east?
25. Will lighting conform to Fish & Wildlife specs as this is a heavy sea turtle nesting beach?
26. Love Turnbury in Aventura - glad you are on the island.

NOTICE OF NEIGHBORHOOD MEETING
to discuss 3930 North Ocean Boulevard

Dear neighbors, we are excited to let you know that our proposed site plan is finally headed to a City Commission hearing. On April 2, 2025, the City Commission will consider a proposed City-wide text amendment regarding building setbacks, and then the proposed site plan will be heard at a Commission hearing a few weeks after that. The site plan being presented to the City Commission is the same one that we presented to you previously. With all of that in mind, we are inviting you to attend another neighborhood meeting on March 14, 2025, so that you can review the site plan again ahead of the Commission hearing. At this meeting we will review the site plan with you and gladly discuss it in as much detail as you like. The meeting details are below. Thank you.

Meeting to discuss the proposed site plan for 3930 N Ocean Blvd.

When: March 14, 2025 @ 5:00 PM
Where: RBCRA Clean & Safe Community Area
1229 East Blue Heron
Riviera Beach, FL 33404

Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@miskelbackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



3930 N. Ocean Drive Community Meeting

March 14, 2025

Sign in Sheet

Print Name	Address	Phone Number
Dr & Mrs Naim Kaymen	3920 North Ocean PH-B	561-845-6975
Mr & Mrs Peter Mersiti's	4206 N Ocean Dr.	914-262-1843
Dr & Mrs. A. DIAMOND	4000 N. Ocean Dr #1604	410-4992600
Ron & Diana Papa	4100 N Ocean Dr. 1902	716-609-8000 DPapa@NFA.com
Claudia Bielione	4200 N. Ocean Dr.	850-374-1550
Marla & Charlie Colletti	4000 N Ocean Dr	631-445-0567
Tammy L'HEUREUX	4000 N Ocean	703-273-1434 TLHEUREUX 3206 @ YAHOO. COM
S & L Kozik	3920 N. Ocean Dr.	stevekozik@windsorgp.com 416-500-7121

NOTICE OF NEIGHBORHOOD MEETING
to discuss 3930 North Ocean Drive Turnberry Condo Project

Dear Neighbors,

We are planning to present our proposed site plan and text amendment to the City Commission soon. Before that, we invite you to a neighborhood meeting to review the site plan and answer your questions.

The site plan is the same one we previously shared. This meeting gives you another chance to see it and provide feedback before the City Commission hearing.

Meeting to discuss the proposed site plan for 3930 N Ocean Drive Turnberry Condo Project

When: October 9, 2025 @ 6:00 PM
Link: https://us06web.zoom.us/s/84662146596

Please contact Hope Calhoun with any comments or questions: 561-405-3324
hcalhoun@miskelbackman.com

This notice has been mailed to all owners of record for addresses located within 300 feet of the subject property.



MARTINIQUE 2

OWNERS' ASSOCIATION, INC.

NOTICE of the VIRTUAL TOWNHALL MEETING WILL BE HELD ON
WEDNESDAY MARCH 24, 2021 AT 2:00 PM
MARTINIQUE VIRTUAL TOWNHALL MEETING
AGENDA

1. Introduction to Julie Botel, City Council Chairperson, Riviera Beach City Council, District 4
2. Discussion of vacant property at 3930 N. Ocean Dr/ Prive Land Banking, LLC

Below is a DropBox link containing a presentation about this matter.
This link expires on 3/25:

https://www.dropbox.com/t/Xaukgwy3MZJlLEw3

Join Zoom Meeting

https://castlegroup.zoom.us/j/93698087335?pwd=c0p6aUlSMjhHOURMdlFCbXFvaHQxUT09

Meeting ID: 936 9808 7335
Passcode: 387229
One tap mobile
+19292056099,,93698087335#,,,,*387229# US (New York)
+13017158592,,93698087335#,,,,*387229# US (Washington DC)

Dial by your location
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
Meeting ID: 936 9808 7335
Passcode: 387229
Find your local number: https://castlegroup.zoom.us/u/aILBFjzQ5

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF INSTALLATION OF NOTIFICATION SIGNS

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: **3930 N Ocean Drive (ZA-24-0005); (SP-24-0013)**

Date(s) of Public Hearing(s): **December 2, 2026**

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Jordan Rosenblum (Name of Person), hereby certify that 1 (Number of Signs) Notification Signs, herein called Signs, for the above Application Number and Name have been posted/installed on the subject property under review for said Application located at: 3930 N Ocean Drive (Address/ Location of Signs).

The Signs have been produced and meet the specifications of the requirements of the City of Riviera Beach, Zoning Division's Technical Manual. Posting/Installation of the Signs was completed on November 16, 2026 (Date of Posting/ Installation), which was no less than fifteen (15) days prior to the first public hearing listed above. Said signs have been posted in a manner which provides an unobstructed view and which allows for clear reading from the street(s) along N Ocean Drive (Insert Street Names).

I will ensure that the Signs remain on the subject property, until the application has had a Final Development Order by the Hearing Officer, Planning and Zoning Board, or City Council or has been withdrawn by the Applicant. The Signs, in no case, shall remain on the subject property more than five (5) days following the Final Board Action. I understand that any knowingly false, inaccurate, or incomplete information provided by me will result in the denial, revocation, postponement, or administrative withdrawal of this application request.

Supportive Documents: Attached hereto as Attachment "A" is a complete list of all photographs of posted signs along the subject property.

Check (X) one: I am the [ ] property owner [ ] agent [X] other _____.

Jordan Rosenblum	JRe
(Name - type, stamp or print clearly)	(Signature)
Miskel Backman LLP	5550 Glades Road, Suite 620 Boca Raton, FL 33431
(Name of Firm)	(Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of November, 2026 by Jordan Rosenblum (Name of person acknowledging). He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

Rachel Romero	Rachel Romero
(Name - type, stamp or print clearly)	(Signature)

My Commission Expires on: 8/24/2030

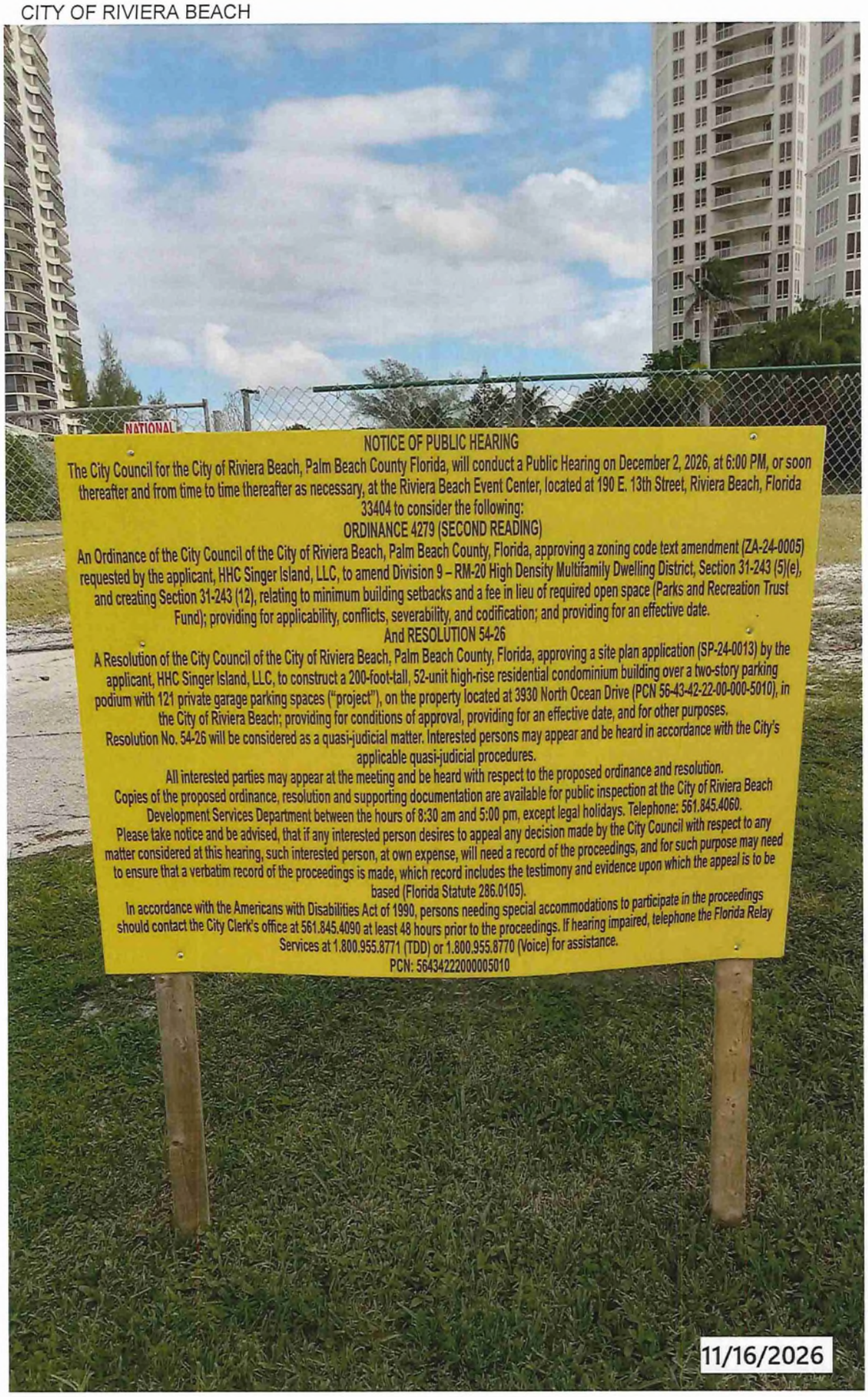
RACHEL ROMERO
Notary Public - State of Florida
Commission # HH 838354
My Comm. Expires Aug 24, 2030
Bonded through National Notary Assn.

NOTARY'S SEAL OR STAMP

ATTACHMENT A: Photographs of Signs

All posted signs along the subject property are required to be photographed and attached here.




NOTICE OF PUBLIC HEARING
The City Council for the City of Riviera Beach, Palm Beach County Florida, will conduct a Public Hearing on December 2, 2026, at 6:00 PM, or soon thereafter and from time to time thereafter as necessary, at the Riviera Beach Event Center, located at 190 E. 13th Street, Riviera Beach, Florida 33404 to consider the following:
ORDINANCE 4279 (SECOND READING)
An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a zoning code text amendment (ZA-24-0005) requested by the applicant, HHC Singer Island, LLC, to amend Division 9 – RM-20 High Density Multifamily Dwelling District, Section 31-243 (5)(e), and creating Section 31-243 (12), relating to minimum building setbacks and a fee in lieu of required open space (Parks and Recreation Trust Fund); providing for applicability, conflicts, severability, and codification; and providing for an effective date.
And RESOLUTION 54-26
A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a site plan application (SP-24-0013) by the applicant, HHC Singer Island, LLC, to construct a 200-foot-tall, 52-unit high-rise residential condominium building over a two-story parking podium with 121 private garage parking spaces ("project"), on the property located at 3930 North Ocean Drive (PCN 56-43-42-22-00-000-5010), in the City of Riviera Beach; providing for conditions of approval, providing for an effective date, and for other purposes.
Resolution No. 54-26 will be considered as a quasi-judicial matter. Interested persons may appear and be heard in accordance with the City's applicable quasi-judicial procedures.
All interested parties may appear at the meeting and be heard with respect to the proposed ordinance and resolution.
Copies of the proposed ordinance, resolution and supporting documentation are available for public inspection at the City of Riviera Beach Development Services Department between the hours of 8:30 am and 5:00 pm, except legal holidays. Telephone: 561.845.4060.
Please take notice and be advised, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statute 286.0105).
In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the City Clerk's office at 561.845.4090 at least 48 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services at 1.800.955.8771 (TDD) or 1.800.955.8770 (Voice) for assistance.
PCN: 56434222000005010
11/16/2026

City of Riviera Beach Planning and Zoning Division
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Phone: (561) 845-4060
Email: POC@rivierabeach.org

AFFIDAVIT OF MAILED NOTICE

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Application Number and Name: **3930 N Ocean Drive (ZA-24-0005); (SP-24-0013)**

Date(s) of Public Hearing(s): December 2, 2026

STATEMENT OF COMPLETENESS AND ACCURACY

In accordance with the requirements of Section 31-4 Public Notification Signs, of the Code of Ordinances of Riviera Beach, Jordan Rosenblum, hereby certify that Public Notifications, for the above Application Number and Name have been mailed to the property owners within a 300 foot radius of the subject property PCN: 56-43-42-22-00-000-5010 as obtained from the Palm Beach County Property Appraiser's Office on, September 28, 2026. The Public Notifications were mailed on, November 16, 2026, which is at least fifteen (15) days prior to the meeting date.

Supportive Documents: Attached hereto is the 300 foot radius map and property ownership list.

Check (X) one: I am the [ ] property owner [ ] agent [X] other _____.

Jordan Rosenblum — (Name - type, stamp or print clearly)

JR — (Signature)

Miskel Backman LLP — (Name of Firm)

5550 Glades Road, Suite 620, Boca Raton, FL 33431 — (Address, City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of November, 2026 by Jordan Rosenblum (Name of person acknowledging). He/she is personally known to me or has produced _____ (Type of identification) as identification and did/did not take an oath (circle correct response).

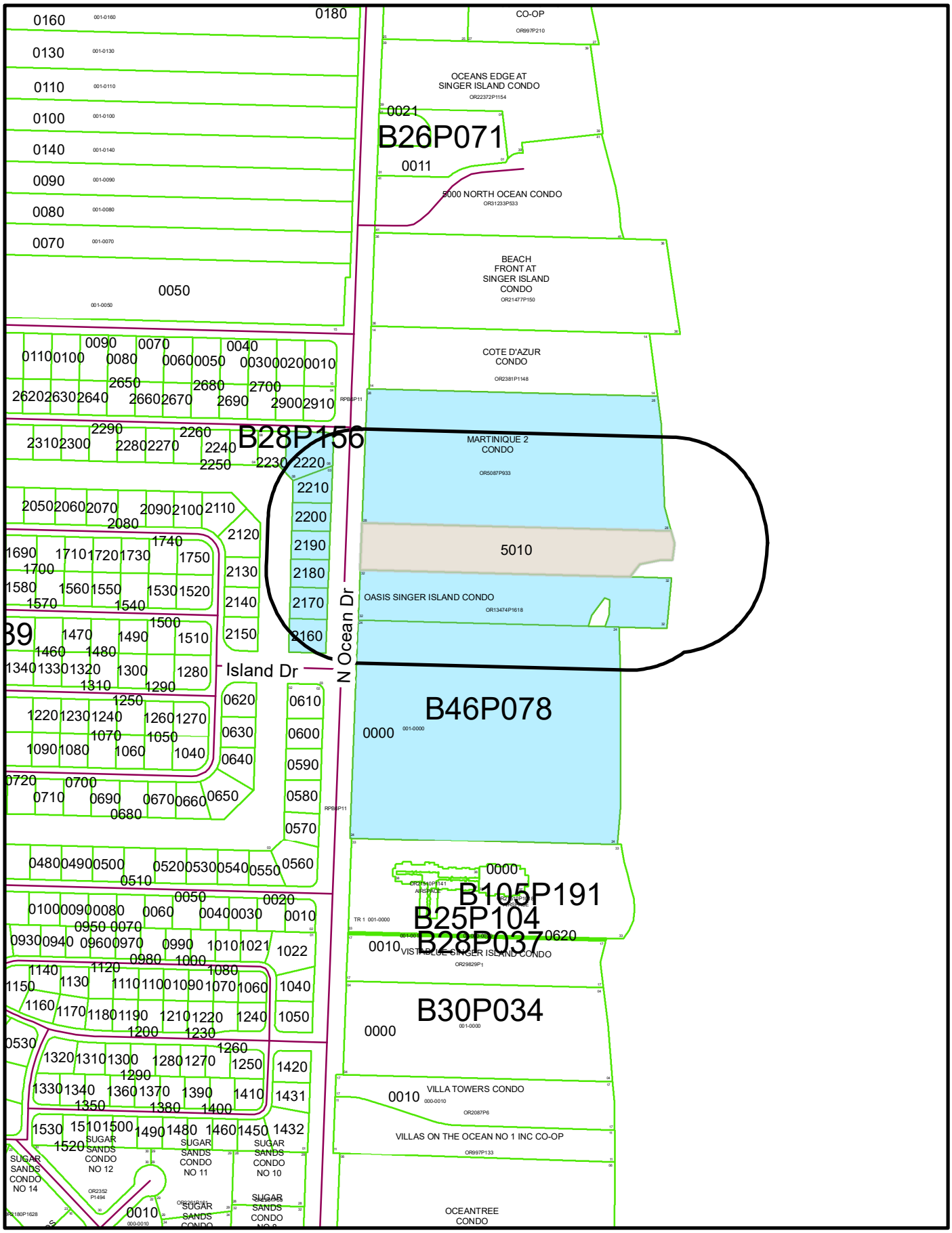
Rachel Romero — (Name - type, stamp or print clearly)

Rachel Romero — (Signature)

My Commission Expires on: 8/24/2030

RACHEL ROMERO
Notary Public - State of Florida
Commission # HH 838354
My Comm. Expires Aug 24, 2030
Bonded through National Notary Assn.

NOTARY'S SEAL OR STAMP



Dorothy Jacks, CFA
Palm Beach County
Property Appraiser

Location: Downtown Service Center

0 87.5 175 350 525 700 Feet

Map Scale

Notes:

Produced on: 9/24/2026

Key

Selected Parcels 100 300 500

Others 200 400

9/24/2026

Property Appraiser GIS - Property Detail list by parcel control number

Buffer:

56434222000005010	Acres	3.30	Sales instr	DT	MTG	22/23-42-43, N 150 FT OF S 1,315 FT OF SEC 22 LYG E OF & ADJ
HHC SINGER ISLAND LLC	Value $	23,000,000.00	Price $	265,450.00	PUSE VACANT	TO N OCEAN DR & N 150 FT OF S 1,315 FT OF SEC 23
19501 BISCAYNE BLVD UNIT 400	Taxbl $	17,715,610.00	Date	3/29/2019 12	TaxDist 56421	
	Bldg $	0.00	Book	30509		
AVENTURA FL 33180 2337	Land $	23,000,000.00	Page	1302	NAV	

Buffer: 300

56434222030002160	Acres	0.30	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 216
COLLIER GARY W	Value $	1,981,943.00	Price $	1,295,000.00	PUSE SINGLE FAMILY	
3901 N OCEAN DR	Taxbl $	1,684,287.00	Date	8/3/2020 12:(	TaxDist 56421	
	Bldg $	281,943.00	Book	31685		
RIVIERA BEACH FL 33404 2809	Land $	1,700,000.00	Page	805	NAV	
56434222030002170	Acres	0.28	Sales instr	DT	MTG	PALM BEACH ISLES AMENDED PL 2 LT 217
MATTE MICHAEL D TR	Value $	2,558,492.00	Price $	10.00	PUSE SINGLE FAMILY	
3911 N OCEAN DR	Taxbl $	1,055,048.00	Date	2/18/2020 12	TaxDist 56421	
	Bldg $	658,492.00	Book	31247		
RIVIERA BEACH FL 33404 2809	Land $	1,900,000.00	Page	1141	NAV	
56434222030002180	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 218
ROSENBERG ANGELA D	Value $	2,148,456.00	Price $	1,485,500.00	PUSE SINGLE FAMILY	
3921 N OCEAN DR	Taxbl $	1,239,065.00	Date	11/30/2017 1	TaxDist 56421	
	Bldg $	448,456.00	Book	29529		
RIVIERA BEACH FL 33404 2809	Land $	1,700,000.00	Page	146	NAV	
56434222030002190	Acres	0.25	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 219
BRASWELL PAMELA	Value $	2,852,198.00	Price $	210,000.00	PUSE SINGLE FAMILY	
3939 N OCEAN DR	Taxbl $	1,530,597.00	Date	2/14/2000 12	TaxDist 56421	
	Bldg $	1,152,198.00	Book	11638		
SINGER ISLAND FL 33404 2809	Land $	1,700,000.00	Page	869	NAV	

Property Appraiser GIS - Property Detail list by parcel control number

56434222030002200	Acres	0.26	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 220	
MAIONE FRANK	Value $	1,930,688.00	Price $	2,500,000.00	PUSE	SINGLE FAMILY	
3941 N OCEAN DR	Taxbl $	1,879,277.00	Date	5/22/2025 12	TaxDist	56421	
	Bldg $	230,688.00	Book	35774			
RIVIERA BEACH FL 33404 2809	Land $	1,700,000.00	Page	1691	NAV		
56434222030002210	Acres	0.27	Sales instr	WD	MTG	PALM BEACH ISLES AMENDED PL 2 LT 221	
SMITH KAREN R TRUST	Value $	2,010,383.00	Price $	1,875,000.00	PUSE	SINGLE FAMILY	
1255 8TH AVE	Taxbl $	2,010,383.00	Date	10/26/2021 1	TaxDist	56421	
	Bldg $	310,383.00	Book	33028			
GREENVILLE IL 62246 2055	Land $	1,700,000.00	Page	790	NAV		
56434222080002220	Acres	0.47	Sales instr	QC	MTG	PALM BEACH ISLES PL 4	LT 222-A
GODFRED BRENT P &	Value $	2,856,316.00	Price $	10.00	PUSE	SINGLE FAMILY	
1261 GULFSTREAM WAY	Taxbl $	2,485,788.00	Date	4/13/2026 12	TaxDist	56421	
	Bldg $	956,316.00	Book	36447			
RIVIERA BEACH FL 33404 2736	Land $	1,900,000.00	Page	1759	NAV		
56434222240010000	Acres	13.68	Sales instr		MTG	COUNTY PARK	ALL OF PLAT
PALM BEACH COUNTY	Value $	49,489,216.00	Price $		PUSE	FOREST/PK/REC	
2633 VISTA PKWY	Taxbl $	0.00	Date		TaxDist	56421	
	Bldg $	221,611.00	Book				
WEST PALM BEACH FL 33411 5613	Land $	49,267,605.00	Page		NAV		
56434222280000010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-1
MARQUES JOHN K SR &	Value $	535,000.00	Price $	650,000.00	PUSE	CONDOMINIUM	
3980 N OCEAN DR UNIT 1	Taxbl $	483,589.00	Date	9/16/2021 12	TaxDist	56421	
	Bldg $	535,000.00	Book	32917			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	714	NAV		
56434222280000020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-2
MULHOLLAND MAUREEN &	Value $	535,000.00	Price $	10.00	PUSE	CONDOMINIUM	
3978 N OCEAN DR	Taxbl $	428,675.00	Date	11/16/2021 1	TaxDist	56421	
	Bldg $	535,000.00	Book	33094			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-3
DRBUL ROBERT S &	Value $	535,000.00	Price $	10.00	PUSE CONDOMINIUM		
870 UNITED NATIONS PLZ UNIT 19F	Taxbl $	535,000.00	Date	2/13/2012 12	TaxDist 56421		
	Bldg $	535,000.00	Book	25028			
NEW YORK NY 10017 1825	Land $	0.00	Page	362	NAV		
56434222280000040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-4
RINALDI PAUL &	Value $	535,000.00	Price $	725,000.00	PUSE CONDOMINIUM		
3974 N OCEAN DR UNIT 4	Taxbl $	305,604.00	Date	12/1/2023 12	TaxDist 56421		
	Bldg $	535,000.00	Book	34714			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1174	NAV		
56434222280000050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-5
LECOMPTE KIMBERLY	Value $	535,000.00	Price $	721,300.00	PUSE CONDOMINIUM		
3972 N OCEAN DR # 5	Taxbl $	483,589.00	Date	6/29/2023 12	TaxDist 56421		
	Bldg $	535,000.00	Book	34427			
RIVIERA BEACH FL 33404 2862	Land $	0.00	Page	1617	NAV		
56434222280000060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-6
SCHAUER HANS	Value $	535,000.00	Price $	213,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 104	Taxbl $	535,000.00	Date	10/22/2010 1	TaxDist 56421		
	Bldg $	535,000.00	Book	24248			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	491	NAV		
56434222280000070	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT OV-7
BRENNER JUSTIN	Value $	722,250.00	Price $	842,500.00	PUSE CONDOMINIUM		
3968 N OCEAN DR # 7	Taxbl $	722,250.00	Date	12/31/2025 1	TaxDist 56421		
	Bldg $	722,250.00	Book	36231			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	186	NAV		
56434222280000080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-8
SISTO LORI A &	Value $	535,000.00	Price $	10.00	PUSE CONDOMINIUM		
3966 N OCEAN DR UNIT 8	Taxbl $	249,836.00	Date	10/27/2020 1	TaxDist 56421		
	Bldg $	535,000.00	Book	31894			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	890	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280000090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-9
SCURCI UGO &	Value $	535,000.00	Price $	190,000.00	PUSE CONDOMINIUM		
3964 N OCEAN DR # 9	Taxbl $	535,000.00	Date	6/1/1999 12:(	TaxDist 56421		
	Bldg $	535,000.00	Book	11180			
RIVIERA BEACH FL 33404 2861	Land $	0.00	Page	0539	NAV		
56434222280000100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OV-10
VILLAVERDE RICARDO &	Value $	535,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
10451 NW 133RD ST	Taxbl $	535,000.00	Date	5/17/2023 12	TaxDist 56421		
	Bldg $	535,000.00	Book	34499			
HIALEAH FL 33018 1126	Land $	0.00	Page	1823	NAV		
56434222280011010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-101
4050 SINGER LAND TRUST	Value $	885,000.00	Price $	740,000.00	PUSE CONDOMINIUM		
16212 MARAMEL DR	Taxbl $	885,000.00	Date	7/5/2021 12:(	TaxDist 56421		
	Bldg $	885,000.00	Book	32681			
HOMER GLEN IL 60491 8468	Land $	0.00	Page	632	NAV		
56434222280011020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-102
OHMAN GEORGE &	Value $	835,000.00	Price $	738,000.00	PUSE CONDOMINIUM		
296 OVERLOOK BROOK DR	Taxbl $	835,000.00	Date	5/30/2012 12	TaxDist 56421		
	Bldg $	835,000.00	Book	25231			
CHAGRIN FALLS OH 44023 6710	Land $	0.00	Page	1969	NAV		
56434222280011030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-103
SCHERL BURTON A &	Value $	885,000.00	Price $	525,000.00	PUSE CONDOMINIUM		
25 CAROL DR	Taxbl $	885,000.00	Date	1/27/2010 12	TaxDist 56421		
	Bldg $	885,000.00	Book	23677			
ENGLEWOOD CLIFFS NJ 07632 2303	Land $	0.00	Page	834	NAV		
56434222280012010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-201
PEIRCE MARILYN D	Value $	890,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR UNIT 201	Taxbl $	508,099.00	Date	12/11/2013 1	TaxDist 56421		
	Bldg $	890,000.00	Book	26553			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1785	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280012020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-202
WESHNAK CAROL A	Value $	840,000.00	Price $	100.00	PUSE CONDOMINIUM		
2625 RIVER RD	Taxbl $	840,000.00	Date	10/5/2010 12	TaxDist 56421		
	Bldg $	840,000.00	Book	24238			
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV		
56434222280012030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-203
CUTTS ANDREW &	Value $	890,000.00	Price $	10.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	632,145.00	Date	6/1/2014 12:(	TaxDist 56421		
	Bldg $	890,000.00	Book	27046			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	356	NAV		
56434222280013010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-A-301
BEACHFRONT OH 301 LLC	Value $	1,027,750.00	Price $	1,300,000.00	PUSE CONDOMINIUM		
303 ASHLEY CT	Taxbl $	1,027,750.00	Date	3/12/2026 12	TaxDist 56421		
	Bldg $	1,027,750.00	Book	36436			
OAK BROOK IL 60523 2577	Land $	0.00	Page	1669	NAV		
56434222280013020	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT OH-B-302
SCHWARZ PETER E	Value $	845,000.00	Price $	10.00	PUSE CONDOMINIUM		
40 SHORELANDS DR	Taxbl $	845,000.00	Date	7/31/2024 12	TaxDist 56421		
	Bldg $	845,000.00	Book	35201			
MADISON CT 06443 2829	Land $	0.00	Page	870	NAV		
56434222280013030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-303
TOSIC CAROL TRUST	Value $	895,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # C3	Taxbl $	895,000.00	Date	6/2/2026 12:(	TaxDist 56421		
	Bldg $	895,000.00	Book	36566			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1806	NAV		
56434222280014010	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT OH-A-401
MURACO JANE C TRUST	Value $	900,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 212948	Taxbl $	900,000.00	Date	10/29/2003 1	TaxDist 56421		
	Bldg $	900,000.00	Book	16208			
ROYAL PALM BEACH FL 33421 2948	Land $	0.00	Page	933	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280014020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-B-402
ASBELL MICHAEL J &	Value $	850,000.00	Price $	225,000.00	PUSE CONDOMINIUM		
297 N HIGHLAND AVE	Taxbl $	850,000.00	Date	1/1/1988 12:(	TaxDist 56421		
	Bldg $	850,000.00	Book	05550			
MERION STATION PA 19066 1705	Land $	0.00	Page	0634	NAV		
56434222280014030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT OH-C-403
WITT AXEL &	Value $	900,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	656,556.00	Date	4/30/2004 12	TaxDist 56421		
	Bldg $	900,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280020101	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-101
BROWN RYAN ELIZABETH	Value $	780,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 101	Taxbl $	326,421.00	Date	3/21/2013 12	TaxDist 56421		
	Bldg $	780,000.00	Book	25913			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1539	NAV		
56434222280020102	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-B-102
SCHROEDER ROBERT L &	Value $	870,000.00	Price $	730,000.00	PUSE CONDOMINIUM		
1612 E 800 AVE	Taxbl $	870,000.00	Date	1/28/2020 12	TaxDist 56421		
	Bldg $	870,000.00	Book	31215			
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV		
56434222280020103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-103
DAWSON ANASTASIA	Value $	695,000.00	Price $	514,000.00	PUSE CONDOMINIUM		
20 ROWES WHARF APT 406	Taxbl $	695,000.00	Date	9/13/2021 12	TaxDist 56421		
	Bldg $	695,000.00	Book	32893			
BOSTON MA 02110 3377	Land $	0.00	Page	1289	NAV		
56434222280020201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-201
ACTON EDWARD &	Value $	805,000.00	Price $	475,000.00	PUSE CONDOMINIUM		
24 SALT POND RD	Taxbl $	708,624.00	Date	12/28/2010 1	TaxDist 56421		
	Bldg $	805,000.00	Book	24289			
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	1843	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-202
KENNEDY JOHN &	Value $	895,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	885,781.00	Date	12/15/2004 1	TaxDist 56421		
	Bldg $	895,000.00	Book	17900			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1498	NAV		
56434222280020203	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-C-203
GONZALEZ CARLOS A &	Value $	735,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
12816 SW 68TH LN	Taxbl $	735,000.00	Date	2/14/2022 12	TaxDist 56421		
	Bldg $	735,000.00	Book	33347			
MIAMI FL 33183 2444	Land $	0.00	Page	1983	NAV		
56434222280020204	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-204
DEER DANIEL C III	Value $	720,000.00	Price $	10.00	PUSE CONDOMINIUM		
4171 RIGELS COVE WAY	Taxbl $	720,000.00	Date	2/2/2007 12:(	TaxDist 56421		
	Bldg $	720,000.00	Book	21445			
JENSEN BEACH FL 34957 4384	Land $	0.00	Page	671	NAV		
56434222280020301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-301
ROWLEY ANDREA B	Value $	1,220,000.00	Price $	1,650,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 301	Taxbl $	1,163,589.00	Date	6/6/2025 12:(	TaxDist 56421		
	Bldg $	1,220,000.00	Book	35807			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1874	NAV		
56434222280020302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-302
IRIONS VERA	Value $	920,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	534,493.00	Date	4/27/2021 12	TaxDist 56421		
	Bldg $	920,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222280020303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-303
TICE FRANCINE	Value $	765,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 303	Taxbl $	400,225.00	Date	10/24/2024 1	TaxDist 56421		
	Bldg $	765,000.00	Book	35349			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	1249	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020304	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-D-304
FALZONE MARY L TRUST	Value $	745,000.00	Price $	0.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 304	Taxbl $	745,000.00	Date	2/8/2022 12:(	TaxDist 56421		
	Bldg $	745,000.00	Book	33530			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	889	NAV		
56434222280020401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-401
OBEDIAN RICHARD	Value $	855,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
10 URSULINE CT	Taxbl $	855,000.00	Date	6/3/2019 12:(	TaxDist 56421		
	Bldg $	855,000.00	Book	30688			
OYSTER BAY NY 11771 4113	Land $	0.00	Page	603	NAV		
56434222280020402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-402
PAPPAS JAMES F &	Value $	1,075,500.00	Price $	1,385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 402	Taxbl $	1,075,500.00	Date	3/2/2022 12:(	TaxDist 56421		
	Bldg $	1,075,500.00	Book	33370			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	166	NAV		
56434222280020403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-403
MAINRENTAL 3 LLC	Value $	790,000.00	Price $	712,619.00	PUSE CONDOMINIUM		
10973 SW SUNRAY ST	Taxbl $	790,000.00	Date	6/15/2023 12	TaxDist 56421		
	Bldg $	790,000.00	Book	34418			
PORT ST LUCIE FL 34987 7725	Land $	0.00	Page	442	NAV		
56434222280020404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-404
PAPPAS BESSIE J REVOC TRUST	Value $	770,000.00	Price $	455,000.00	PUSE CONDOMINIUM		
303 ASHLEY CT	Taxbl $	770,000.00	Date	8/14/2012 12	TaxDist 56421		
	Bldg $	770,000.00	Book	25454			
OAK BROOK IL 60523 2577	Land $	0.00	Page	90	NAV		
56434222280020501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-501
HOFFMAN THOMAS G JR	Value $	880,000.00	Price $	390,000.00	PUSE CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	805,255.00	Date	7/16/2001 12	TaxDist 56421		
	Bldg $	880,000.00	Book	12801			
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

564342222800205O2	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-502
KENNEDY JOHN C &	Value $	970,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	970,000.00	Date	3/24/2021 12	TaxDist 56421		
	Bldg $	970,000.00	Book	32354			
GRAND RAPIDS MI 49512 3911	Land $	0.00	Page	1629	NAV		
564342222800205O3	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-503
ANTOR CHARLES LEONARD TRUST	Value $	815,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 503	Taxbl $	740,835.00	Date	8/4/2021 12:(	TaxDist 56421		
	Bldg $	815,000.00	Book	32760			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	1454	NAV		
564342222800205O4	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-504
CROXFORD ROBERT S	Value $	795,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 504	Taxbl $	482,532.00	Date	4/12/2018 12	TaxDist 56421		
	Bldg $	795,000.00	Book	29795			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	203	NAV		
564342222800206O1	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-601
BEACHFRONT 601 LLC	Value $	960,000.00	Price $	980,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	960,000.00	Date	12/13/2023 1	TaxDist 56421		
	Bldg $	960,000.00	Book	34748			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	456	NAV		
564342222800206O2	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-602
KENNEDY JOHN C &	Value $	1,055,000.00	Price $	1,150,000.00	PUSE CONDOMINIUM		
2754 PIONEER CLUB RD SE	Taxbl $	434,212.00	Date	7/31/2026 12	TaxDist 56421		
	Bldg $	1,055,000.00	Book	36700			
GRAND RAPIDS MI 49506 2048	Land $	0.00	Page	1674	NAV		
564342222800206O3	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-603
HUDSON CHARLES J &	Value $	875,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 603	Taxbl $	447,395.00	Date	8/26/2025 12	TaxDist 56421		
	Bldg $	875,000.00	Book	35975			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	258	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-604
BONI ELENTERIO A &	Value $	875,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 604	Taxbl $	392,378.00	Date	9/26/2025 12	TaxDist 56421		
	Bldg $	875,000.00	Book	36038			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	345	NAV		
56434222280020701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-701
VENDER DAVID &	Value $	965,000.00	Price $	505,000.00	PUSE CONDOMINIUM		
17 S SACRAMENTO AVE	Taxbl $	845,518.00	Date	6/27/2016 12	TaxDist 56421		
	Bldg $	965,000.00	Book	28421			
VENTNOR NJ 08406 2706	Land $	0.00	Page	839	NAV		
56434222280020702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-702
BURKE BRIAN &	Value $	1,060,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
25274 BRIDLEPATH LN	Taxbl $	1,058,145.00	Date	7/12/2021 12	TaxDist 56421		
	Bldg $	1,060,000.00	Book	32692			
FARMINGTON MI 48335 1700	Land $	0.00	Page	122	NAV		
56434222280020703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-703
IMPACT IMP LLC	Value $	880,000.00	Price $	290,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 703	Taxbl $	880,000.00	Date	9/3/2024 12:(	TaxDist 56421		
	Bldg $	880,000.00	Book	35535			
RIVIERA BEACH FL 33404 2873	Land $	0.00	Page	585	NAV		
56434222280020704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-704
LORDELO CIDALIA M	Value $	1,011,250.00	Price $	1,225,000.00	PUSE CONDOMINIUM		
40 SILVER BROOK LN	Taxbl $	1,011,250.00	Date	10/3/2025 12	TaxDist 56421		
	Bldg $	1,011,250.00	Book	36107			
NORWELL MA 02061 2445	Land $	0.00	Page	1488	NAV		
56434222280020801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-801
BEACHFRONT 801 LLC	Value $	970,000.00	Price $	640,000.00	PUSE CONDOMINIUM		
17729 ROOSEVELT RD STE A	Taxbl $	853,570.00	Date	7/27/2020 12	TaxDist 56421		
	Bldg $	970,000.00	Book	31627			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1900	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-802
PERRY JOHN B III TRUST &	Value $	1,065,000.00	Price $	10.00	PUSE CONDOMINIUM		
PO BOX 243	Taxbl $	1,030,726.00	Date	8/10/2004 12	TaxDist 56421		
	Bldg $	1,065,000.00	Book	17453			
FOREST VA 24551 0243	Land $	0.00	Page	470	NAV		
56434222280020803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-803
JARVI NEEME A TRUST &	Value $	1,016,250.00	Price $	1,600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1902	Taxbl $	1,016,250.00	Date	6/7/2024 12:(	TaxDist 56421		
	Bldg $	1,016,250.00	Book	35098			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	630	NAV		
56434222280020804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-804
ROSENBERG SHARON M	Value $	1,016,250.00	Price $	750,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT ET-804	Taxbl $	471,685.00	Date	5/20/2004 12	TaxDist 56421		
	Bldg $	1,016,250.00	Book	17067			
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	1646	NAV		
56434222280020901	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-A-901
HOLLAND MARK A	Value $	975,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 901	Taxbl $	923,589.00	Date	3/17/2026 12	TaxDist 56421		
	Bldg $	975,000.00	Book	36407			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	1082	NAV		
56434222280020902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-902
VACCARO DOMENICO G &	Value $	1,070,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
8101 PINEHURST HARBOUR WAY	Taxbl $	1,038,780.00	Date	3/26/2003 12	TaxDist 56421		
	Bldg $	1,070,000.00	Book	14994			
PASADENA MD 21122 5744	Land $	0.00	Page	1159	NAV		
56434222280020903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-903
DOWNEY PATRICIA D	Value $	890,000.00	Price $	680,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 903	Taxbl $	390,544.00	Date	9/15/2017 12	TaxDist 56421		
	Bldg $	890,000.00	Book	29364			
RIVIERA BEACH FL 33404 2874	Land $	0.00	Page	1487	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280020904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-904
PERNA ANTHONY	Value $	890,000.00	Price $	732,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 904	Taxbl $	478,143.00	Date	6/12/2026 12	TaxDist 56421		
	Bldg $	890,000.00	Book	36595			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	547	NAV		
56434222280021001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1001
ROSS NANCY S &	Value $	980,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1001	Taxbl $	534,059.00	Date	3/22/2018 12	TaxDist 56421		
	Bldg $	980,000.00	Book	29749			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1441	NAV		
56434222280021002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1002
COMMENT INVEST FL INC	Value $	1,075,000.00	Price $	404,900.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1002	Taxbl $	1,046,832.00	Date	11/1/1990 12	TaxDist 56421		
	Bldg $	1,075,000.00	Book	06662			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1957	NAV		
56434222280021003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1003
MAGNOTTI MARILYN J	Value $	895,000.00	Price $	1.00	PUSE CONDOMINIUM		
164 SHORELINE DR	Taxbl $	805,255.00	Date	7/6/2005 12:(	TaxDist 56421		
	Bldg $	895,000.00	Book	18981			
CANONSBURG PA 15317 6635	Land $	0.00	Page	716	NAV		
56434222280021004	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-1004
SMITH LARRY M &	Value $	895,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	630,258.00	Date	5/15/2025 12	TaxDist 56421		
	Bldg $	895,000.00	Book	35759			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1735	NAV		
56434222280021101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1101
KAMODA EMIKO	Value $	985,000.00	Price $	930,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1101	Taxbl $	931,700.00	Date	8/6/2021 12:(	TaxDist 56421		
	Bldg $	985,000.00	Book	32777			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	749	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

564342222800211102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1102
SCHULZ DALE V TRUST	Value $	1,080,000.00	Price $	10.00	PUSE CONDOMINIUM		
3125 FAIRCHILD AVE	Taxbl $	1,054,885.00	Date	3/10/2021 12	TaxDist 56421		
	Bldg $	1,080,000.00	Book	32335			
WAYZATA MN 55391 2909	Land $	0.00	Page	1324	NAV		
564342222800211103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1103
VALSI DOMENICO &	Value $	900,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
65 EDGEHILL RD	Taxbl $	813,308.00	Date	2/17/2014 12	TaxDist 56421		
ETOBICOKE ON	Bldg $	900,000.00	Book	26661			
M9A 4N1 CANADA	Land $	0.00	Page	1856	NAV		
564342222800211104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1104
DATAHAMI LTD PRTNRSHP	Value $	900,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	893,834.00	Date	11/9/2007 12	TaxDist 56421		
	Bldg $	900,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
564342222800211201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1201
SIVALINGAM ARUNAN &	Value $	1,326,000.00	Price $	1,837,500.00	PUSE CONDOMINIUM		
210 W WASHINGTON SQ APT 3NE	Taxbl $	1,326,000.00	Date	6/14/2023 12	TaxDist 56421		
	Bldg $	1,326,000.00	Book	34424			
PHILADELPHIA PA 19106 3523	Land $	0.00	Page	1948	NAV		
564342222800211202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1202
BEACHFRONT 1202 LLC	Value $	1,085,000.00	Price $	1,500,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	1,085,000.00	Date	5/2/2024 12:(	TaxDist 56421		
	Bldg $	1,085,000.00	Book	35040			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	883	NAV		
564342222800211203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1203
MCMANUS JAMES D &	Value $	905,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1203	Taxbl $	853,589.00	Date	5/30/2017 12	TaxDist 56421		
	Bldg $	905,000.00	Book	29127			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	1268	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1204
DI BONAVENTURA ITALO &	Value $	905,000.00	Price $	580,000.00	PUSE CONDOMINIUM		
52 HIGH MEADOW PLACE	Taxbl $	901,886.00	Date	11/6/2014 12	TaxDist 56421		
NORTH YORK, ON	Bldg $	905,000.00	Book	27239			
M9L 2Z5 CANADA	Land $	0.00	Page	1480	NAV		
56434222280021401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1401
OTTING PATRICIA A	Value $	995,000.00	Price $	385,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1401	Taxbl $	995,000.00	Date	8/1/1997 12:(	TaxDist 56421		
	Bldg $	995,000.00	Book	09971			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	0357	NAV		
56434222280021402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1402
GOODRICH RHONDA A TRUST	Value $	1,090,000.00	Price $	10.00	PUSE CONDOMINIUM		
20 BEAUCLAIRE LN	Taxbl $	1,070,990.00	Date	8/12/2026 12	TaxDist 56421		
	Bldg $	1,090,000.00	Book	36735			
FAIRPORT NY 14450 4618	Land $	0.00	Page	394	NAV		
56434222280021403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1403
MCKINLEY RICHARD M &	Value $	910,000.00	Price $	975,000.00	PUSE CONDOMINIUM		
207 ADDISON AVE	Taxbl $	910,000.00	Date	2/23/2021 12	TaxDist 56421		
	Bldg $	910,000.00	Book	32261			
FRANKLIN TN 37064 8638	Land $	0.00	Page	809	NAV		
56434222280021404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1404
COLLETTI MARLA	Value $	910,000.00	Price $	575,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1404	Taxbl $	503,974.00	Date	2/11/2011 12	TaxDist 56421		
	Bldg $	910,000.00	Book	24372			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	210	NAV		
56434222280021501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1501
DIEROFF GERHARD H TRUST FBO	Value $	1,000,000.00	Price $	10.00	PUSE CONDOMINIUM		
7006 TIFFANY CIR	Taxbl $	1,000,000.00	Date	11/15/2022 1	TaxDist 56421		
	Bldg $	1,000,000.00	Book	34093			
FAYETTEVILLE NY 13066 9788	Land $	0.00	Page	1243	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021502	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-B-1502
FIORINI MARK &	Value $	1,095,000.00	Price $	1,200,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	1,043,589.00	Date	2/13/2020 12	TaxDist	56421		
	Bldg $	1,095,000.00	Book	31235				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1443	NAV			
56434222280021503	Acres	0.00	Sales instr	QC	MTG		MARTINIQUE 2 COND	UNIT ET-C-1503
FOX JANICE R &	Value $	915,000.00	Price $	10.00	PUSE	CONDOMINIUM		
43 SANDRINGHJAM DR	Taxbl $	837,465.00	Date	5/14/2015 12	TaxDist	56421		
TORONTO ONTARIO	Bldg $	915,000.00	Book	27590				
M5M 3G4 CANADA	Land $	0.00	Page	1405	NAV			
56434222280021504	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-D-1504
BEDDOW DAVID T TRUST &	Value $	1,046,250.00	Price $	10.00	PUSE	CONDOMINIUM		
7204 BRIDLE TER	Taxbl $	917,991.00	Date	10/13/2021 1	TaxDist	56421		
	Bldg $	1,046,250.00	Book	33013				
POTOMAC MD 20854 3886	Land $	0.00	Page	1106	NAV			
56434222280021601	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-A-1601
LAMBERT VINCENT J &	Value $	1,341,000.00	Price $	2,025,000.00	PUSE	CONDOMINIUM		
19 WYCKHAM HILL LN	Taxbl $	1,341,000.00	Date	12/4/2023 12	TaxDist	56421		
	Bldg $	1,341,000.00	Book	34728				
GREENWICH CT 06831 3049	Land $	0.00	Page	950	NAV			
56434222280021602	Acres	0.00	Sales instr	LE	MTG		MARTINIQUE 2 COND	UNIT ET-B-1602
BECKERMAN CHARLOTTE	Value $	1,100,000.00	Price $	10.00	PUSE	CONDOMINIUM		
400 N OCEAN DR APT 1602	Taxbl $	468,835.00	Date	1/8/2023 12:(	TaxDist	56421		
	Bldg $	1,100,000.00	Book	34060				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1978	NAV			
56434222280021603	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT ET-C-1603
FINK BRUCE &	Value $	920,000.00	Price $	10.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1603	Taxbl $	868,589.00	Date	3/17/2025 12	TaxDist	56421		
	Bldg $	920,000.00	Book	35658				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	34	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1604
DIAMOND AUDLEY &	Value $	920,000.00	Price $	661,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	612,586.00	Date	6/17/2016 12	TaxDist 56421		
	Bldg $	920,000.00	Book	28399			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	424	NAV		
56434222280021701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1701
MACKRES GEORGE &	Value $	1,010,000.00	Price $	615,000.00	PUSE CONDOMINIUM		
PO BOX 355	Taxbl $	917,991.00	Date	1/8/2014 12:(	TaxDist 56421		
	Bldg $	1,010,000.00	Book	26574			
WARETOWN NJ 08758 0355	Land $	0.00	Page	303	NAV		
56434222280021702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1702
SCHECTOR CLARISE	Value $	1,105,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1702	Taxbl $	681,284.00	Date	3/31/2016 12	TaxDist 56421		
	Bldg $	1,105,000.00	Book	28199			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1323	NAV		
56434222280021703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1703
HOLMES SANDRA K &	Value $	925,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1703	Taxbl $	868,589.00	Date	12/13/2021 1	TaxDist 56421		
	Bldg $	925,000.00	Book	33154			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	105	NAV		
56434222280021704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1704
PROVANZANO ANTHONY D	Value $	925,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1704	Taxbl $	618,359.00	Date	1/16/2020 12	TaxDist 56421		
	Bldg $	925,000.00	Book	31206			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1277	NAV		
56434222280021801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1801
MCCORMICK DONALD J &	Value $	1,015,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
72 HIGHLAND DOWN	Taxbl $	926,044.00	Date	6/15/2017 12	TaxDist 56421		
	Bldg $	1,015,000.00	Book	29178			
SHOREHAM NY 11786 1124	Land $	0.00	Page	1529	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-1802
KENNEDY JOHH &	Value $	1,110,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,103,200.00	Date	12/30/2005 1	TaxDist 56421		
	Bldg $	1,110,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		
56434222280021803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1803
KISHORE NEETA &	Value $	930,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
1135 SUMMERHILL DR	Taxbl $	861,623.00	Date	12/8/2014 12	TaxDist 56421		
	Bldg $	930,000.00	Book	27297			
AKRON OH 44333 2952	Land $	0.00	Page	1269	NAV		
56434222280021804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1804
TWO TWO FIVE SEVEN SIX ONE	Value $	930,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
11 WESTMOUNT PARK RD	Taxbl $	930,000.00	Date	2/1/1990 12:(	TaxDist 56421		
ETOBICOKE ON	Bldg $	930,000.00	Book	06385			
M9P 1R4 CANADA	Land $	0.00	Page	1116	NAV		
56434222280021901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-1901
JARVI KRISTJAN &	Value $	1,020,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1901	Taxbl $	968,589.00	Date	1/26/2024 12	TaxDist 56421		
	Bldg $	1,020,000.00	Book	34803			
RIVIERA BEACH FL 33404 2876	Land $	0.00	Page	1711	NAV		
56434222280021902	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-B-1902
JARVI NEEME A &	Value $	1,115,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 1902	Taxbl $	517,981.00	Date	5/4/2010 12:(	TaxDist 56421		
	Bldg $	1,115,000.00	Book	23914			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1247	NAV		
56434222280021903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-1903
MCCULLOCH THANIA M	Value $	935,000.00	Price $	1,045,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT 1903	Taxbl $	883,589.00	Date	6/15/2021 12	TaxDist 56421		
	Bldg $	935,000.00	Book	32675			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	502	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280021904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-1904
SCHARF SALLY WILL OF	Value $	935,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
307 LEADER HEIGHTS RD	Taxbl $	935,000.00	Date	11/16/2004 1	TaxDist 56421		
	Bldg $	935,000.00	Book	17770			
YORK PA 17402 5024	Land $	0.00	Page	618	NAV		
56434222280022001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2001
MEYER JONATHAN T &	Value $	1,025,000.00	Price $	1,060,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	935,922.00	Date	2/18/2020 12	TaxDist 56421		
	Bldg $	1,025,000.00	Book	31272			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV		
56434222280022002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2002
RINTOUL DARREN &	Value $	1,120,000.00	Price $	1,025,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2002	Taxbl $	1,120,000.00	Date	4/27/2021 12	TaxDist 56421		
	Bldg $	1,120,000.00	Book	32465			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1241	NAV		
56434222280022003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2003
CARLONE JOSEPH &	Value $	940,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2003	Taxbl $	577,943.00	Date	11/6/2020 12	TaxDist 56421		
	Bldg $	940,000.00	Book	31931			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1234	NAV		
56434222280022004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2004
GRIGORIAN VADIM &	Value $	940,000.00	Price $	1,085,000.00	PUSE CONDOMINIUM		
9704 GREY FLOCK DR	Taxbl $	888,589.00	Date	11/30/2021 1	TaxDist 56421		
	Bldg $	940,000.00	Book	33109			
PALM BEACH GARDENS FL 33412 2958	Land $	0.00	Page	325	NAV		
56434222280022101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2101
LARSON SCOTT K &	Value $	1,030,000.00	Price $	1,300,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2101	Taxbl $	808,493.00	Date	5/11/2022 12	TaxDist 56421		
	Bldg $	1,030,000.00	Book	33568			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1346	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2102
BK GROUP	Value $	1,125,000.00	Price $	373,000.00	PUSE CONDOMINIUM		
TILLIMAKI 10	Taxbl $	1,125,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	1,125,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1833	NAV		
56434222280022103	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2103
NOBBIN DEV LTD	Value $	945,000.00	Price $	100.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	885,781.00	Date	2/1/1997 12:(	TaxDist 56421		
DOWNSVIEW ON	Bldg $	945,000.00	Book	09696			
M3K 2A8 CANADA	Land $	0.00	Page	0363	NAV		
56434222280022104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT ET-D-2104
KREPOSTMAN JAIME &	Value $	945,000.00	Price $	760,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2104	Taxbl $	641,454.00	Date	11/23/2004 1	TaxDist 56421		
	Bldg $	945,000.00	Book	17804			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	575	NAV		
56434222280022201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2201
CZAJKOWSKI PETER J &	Value $	1,035,000.00	Price $	605,000.00	PUSE CONDOMINIUM		
7408 WASHINGTON AVE	Taxbl $	958,254.00	Date	8/7/2012 12:(	TaxDist 56421		
	Bldg $	1,035,000.00	Book	25409			
SAINT LOUIS MO 63130 4048	Land $	0.00	Page	693	NAV		
56434222280022202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2202
FERRY WILLIAM	Value $	1,130,000.00	Price $	720,000.00	PUSE CONDOMINIUM		
17 PEARL BROOK RD	Taxbl $	1,130,000.00	Date	12/29/2011 1	TaxDist 56421		
	Bldg $	1,130,000.00	Book	24943			
SOUTHWICK MA 01077 9389	Land $	0.00	Page	1820	NAV		
56434222280022203	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT ET-C-2203
BOUSABA ADELE	Value $	950,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2203	Taxbl $	555,640.00	Date	6/18/2014 12	TaxDist 56421		
	Bldg $	950,000.00	Book	26892			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	728	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2204
MDFL LLC	Value $	950,000.00	Price $	10.00	PUSE CONDOMINIUM		
1209 HILL RD N STE 225	Taxbl $	950,000.00	Date	12/26/2017 1	TaxDist 56421		
	Bldg $	950,000.00	Book	29551			
PICKERINGTON OH 43147 8888	Land $	0.00	Page	330	NAV		
56434222280022301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2301
CHRISTENSEN SUZANNE E	Value $	1,376,000.00	Price $	1,975,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2301	Taxbl $	1,324,589.00	Date	10/4/2023 12	TaxDist 56421		
	Bldg $	1,376,000.00	Book	34609			
RIVIERA BEACH FL 33404 2849	Land $	0.00	Page	1384	NAV		
56434222280022302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2302
BK GROUP	Value $	1,135,000.00	Price $	379,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	1,135,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	1,135,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1818	NAV		
56434222280022303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2303
BK GROUP	Value $	955,000.00	Price $	269,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	901,886.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	955,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1750	NAV		
56434222280022304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2304
LHEUREUX TAMMY	Value $	955,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2304	Taxbl $	562,098.00	Date	9/18/2008 12	TaxDist 56421		
	Bldg $	955,000.00	Book	22875			
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	1820	NAV		
56434222280022401	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT ET-A-2401
LUDWIG PHILIPP N &	Value $	1,045,000.00	Price $	1,015,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2401	Taxbl $	1,045,000.00	Date	11/21/2025 1	TaxDist 56421		
	Bldg $	1,045,000.00	Book	36177			
RIVIERA BEACH FL 33404 2878	Land $	0.00	Page	619	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-2402
KENNEDY JOHN &	Value $	1,140,000.00	Price $	795,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	1,140,000.00	Date	3/15/2011 12	TaxDist 56421		
	Bldg $	1,140,000.00	Book	24417			
KENTWOOD MI 49512 3911	Land $	0.00	Page	1116	NAV		
56434222280022403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-C-2403
BK GROUP	Value $	960,000.00	Price $	272,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	909,939.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	960,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1761	NAV		
56434222280022404	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-2404
MECHAS CONSTANT &	Value $	960,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
2150 CAMBRIDGE RD	Taxbl $	960,000.00	Date	11/20/2009 1	TaxDist 56421		
MOUNT ROYAL QC	Bldg $	960,000.00	Book	23571			
H3R 2Y3 CANADA	Land $	0.00	Page	748	NAV		
56434222280022501	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT ET-A-LPH-1
LEADER JOHN CARL	Value $	1,050,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN BLVD UNIT LPH-1	Taxbl $	496,209.00	Date	2/15/2008 12	TaxDist 56421		
	Bldg $	1,050,000.00	Book	22471			
SINGER ISLAND FL 33404 2858	Land $	0.00	Page	622	NAV		
56434222280022502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-LPH-2
PATEL HEMIKSHA &	Value $	1,145,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR UNIT ET 2502	Taxbl $	780,027.00	Date	9/9/2008 12:(	TaxDist 56421		
	Bldg $	1,145,000.00	Book	22867			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	346	NAV		
56434222280022503	Acres	0.00	Sales instr	LA	MTG	MARTINIQUE 2 COND	UNIT ET-C-LPH-3
BERGER ALBERT &	Value $	1,402,500.00	Price $	0.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2503	Taxbl $	1,178,579.00	Date	5/17/2022 12	TaxDist 56421		
	Bldg $	1,402,500.00	Book	34022			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	506	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280022504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-D-LPH-4
IANNITTO JOHN	Value $	965,000.00	Price $	860,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2504	Taxbl $	913,589.00	Date	8/18/2004 12	TaxDist 56421		
	Bldg $	965,000.00	Book	17421			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1618	NAV		
56434222280022601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-A-PH-1
WILDER LEWIS &	Value $	1,225,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # 2601	Taxbl $	686,284.00	Date	12/10/2010 1	TaxDist 56421		
	Bldg $	1,225,000.00	Book	24316			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	987	NAV		
56434222280022602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT ET-B-PH-2
SPOTA JESS P &	Value $	1,310,000.00	Price $	400,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 2602E	Taxbl $	1,272,303.00	Date	4/8/1998 12:(	TaxDist 56421		
	Bldg $	1,310,000.00	Book	10338			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	1813	NAV		
56434222280022603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
PEREZ CALIXTO JR	Value $	1,195,000.00	Price $	725,000.00	PUSE CONDOMINIUM	UNIT ET-C-PH3	
4000 N OCEAN DR PH 2603	Taxbl $	998,516.00	Date	11/17/2020 1	TaxDist 56421		
	Bldg $	1,195,000.00	Book	31981			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	1335	NAV		
56434222280022604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	
GOLDENHERSH DEBRA	Value $	1,135,000.00	Price $	10.00	PUSE CONDOMINIUM	UNIT ET-D-PH4	
4000 N OCEAN DR PH 4	Taxbl $	587,931.00	Date	12/17/2025 1	TaxDist 56421		
	Bldg $	1,135,000.00	Book	36203			
RIVIERA BEACH FL 33404 2885	Land $	0.00	Page	504	NAV		
56434222280030102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-102
MARTINIQUE 2 OWNERS ASSN INC	Value $	0.00	Price $	100.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 102	Taxbl $	0.00	Date	12/1/1990 12	TaxDist 56421		
	Bldg $	0.00	Book	06682			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1471	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-103
SADAKA THEODORE N TRUST	Value $	652,500.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 103	Taxbl $	652,500.00	Date	11/1/2023 12	TaxDist 56421		
	Bldg $	652,500.00	Book	34663			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	956	NAV		
56434222280030104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-104
104 PROPERTY LLC	Value $	385,000.00	Price $	450,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 304	Taxbl $	385,000.00	Date	8/6/2025 12:(	TaxDist 56421		
	Bldg $	385,000.00	Book	35968			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	502	NAV		
56434222280030201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-201
WILLIAMS RICHARD D	Value $	555,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 201	Taxbl $	503,589.00	Date	3/4/2025 12:(	TaxDist 56421		
	Bldg $	555,000.00	Book	35596			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	497	NAV		
56434222280030202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-202
EDELMAN HOWARD &	Value $	848,500.00	Price $	1,160,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 202	Taxbl $	797,089.00	Date	6/1/2023 12:(	TaxDist 56421		
	Bldg $	848,500.00	Book	34351			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1578	NAV		
56434222280030203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-203
LONG EVERETT G &	Value $	460,000.00	Price $	210,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 203W	Taxbl $	0.00	Date	11/7/2000 12	TaxDist 56421		
	Bldg $	460,000.00	Book	12130			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1419	NAV		
56434222280030204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-204
MURACO JOHN F	Value $	410,000.00	Price $	212,900.00	PUSE CONDOMINIUM		
3 MEADOW DR	Taxbl $	410,000.00	Date	6/1/1991 12:(	TaxDist 56421		
	Bldg $	410,000.00	Book	06880			
FAYETTEVILLE NY 13066 2522	Land $	0.00	Page	1675	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-301
WILKINSON MOLLY A	Value $	575,000.00	Price $	650,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 301	Taxbl $	575,000.00	Date	7/13/2026 12	TaxDist 56421		
	Bldg $	575,000.00	Book	36678			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	873	NAV		
56434222280030302	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-B-302
EAGLE MARKET MAKERS INC	Value $	660,000.00	Price $	0.00	PUSE CONDOMINIUM		
328 S JEFFERSON ST STE 950	Taxbl $	660,000.00	Date	11/3/2025 12	TaxDist 56421		
	Bldg $	660,000.00	Book	36149			
CHICAGO IL 60661 5634	Land $	0.00	Page	1912	NAV		
56434222280030303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-303
ROTHENBERG DAVID S &	Value $	515,000.00	Price $	535,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 303	Taxbl $	463,589.00	Date	8/24/2021 12	TaxDist 56421		
	Bldg $	515,000.00	Book	32850			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1699	NAV		
56434222280030304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-304
VALERIUS GERARD &	Value $	435,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 304	Taxbl $	383,589.00	Date	2/4/2019 12:(	TaxDist 56421		
	Bldg $	435,000.00	Book	30403			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	935	NAV		
56434222280030401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-401
REGINA FELICIA L &	Value $	600,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
110 DINSMORE ST APT A	Taxbl $	600,000.00	Date	2/24/2022 12	TaxDist 56421		
	Bldg $	600,000.00	Book	33361			
STATEN ISLAND NY 10314 3863	Land $	0.00	Page	1771	NAV		
56434222280030402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-402
PLUCHINO CHRISTOPHER &	Value $	776,500.00	Price $	995,000.00	PUSE CONDOMINIUM		
14823 BRAMBLEWOOD DR	Taxbl $	776,500.00	Date	7/21/2025 12	TaxDist 56421		
	Bldg $	776,500.00	Book	35900			
HOUSTON TX 77079 6303	Land $	0.00	Page	1648	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030403	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-403
ROTHMAN JAY	Value $	510,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 403	Taxbl $	422,047.00	Date	9/27/2019 12	TaxDist 56421		
	Bldg $	510,000.00	Book	31020			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1781	NAV		
56434222280030404	Acres	0.00	Sales instr	RD	MTG	MARTINIQUE 2 COND	UNIT WT-D-404
HARTLEY ROGER E	Value $	460,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 404	Taxbl $	403,589.00	Date	11/18/2016 1	TaxDist 56421		
	Bldg $	460,000.00	Book	28723			
RIVIERA BEACH FL 33404 2851	Land $	0.00	Page	1441	NAV		
56434222280030501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-501
SLOSER MICHAEL E &	Value $	625,000.00	Price $	383,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 501	Taxbl $	407,104.00	Date	3/7/2003 12:(	TaxDist 56421		
	Bldg $	625,000.00	Book	14968			
SINGER ISLAND FL 33404 2851	Land $	0.00	Page	476	NAV		
56434222280030502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-502
NACCARATO LAURA	Value $	710,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	594,387.00	Date	3/14/2007 12	TaxDist 56421		
	Bldg $	710,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280030503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-503
AVON LOAN SERVICING LLC	Value $	687,250.00	Price $	715,000.00	PUSE CONDOMINIUM		
6 TURNBERRY CT # 503	Taxbl $	687,250.00	Date	7/19/2021 12	TaxDist 56421		
	Bldg $	687,250.00	Book	32734			
MOORESTOWN NJ 08057 3953	Land $	0.00	Page	1369	NAV		
56434222280030504	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-504
BARSCH FRED A & JACQUELINE TRUST	Value $	485,000.00	Price $	10.00	PUSE CONDOMINIUM		
6210 N COUNTRY RD	Taxbl $	485,000.00	Date	5/28/2026 12	TaxDist 56421		
	Bldg $	485,000.00	Book	36628			
WADING RIVER NY 11792 1625	Land $	0.00	Page	437	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-601
VESPA CHARLES J &	Value $	670,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 601	Taxbl $	432,937.00	Date	2/2/2010 12:(	TaxDist 56421		
	Bldg $	670,000.00	Book	23731			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1985	NAV		
56434222280030602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-602
FILIPSKI JAMES R TRUST &	Value $	735,000.00	Price $	10.00	PUSE CONDOMINIUM		
43 TOP NOTCH DR	Taxbl $	735,000.00	Date	5/6/2014 12:(	TaxDist 56421		
	Bldg $	735,000.00	Book	26838			
LITTLE FALLS NY 13365 5929	Land $	0.00	Page	297	NAV		
56434222280030603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-603
DAURIA NANCY M TR	Value $	605,000.00	Price $	198,000.00	PUSE CONDOMINIUM		
2 ORCHARD LN	Taxbl $	605,000.00	Date	3/10/2000 12	TaxDist 56421		
	Bldg $	605,000.00	Book	11699			
LEXINGTON MA 02420 2600	Land $	0.00	Page	1421	NAV		
56434222280030604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-604
SMITH LARRY M	Value $	555,000.00	Price $	465,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1004	Taxbl $	555,000.00	Date	12/12/2019 1	TaxDist 56421		
	Bldg $	555,000.00	Book	31096			
RIVIERA BEACH FL 33404 2848	Land $	0.00	Page	608	NAV		
56434222280030701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-701
SWEET RICHARD & BARBARA TRUST	Value $	675,000.00	Price $	27.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	675,000.00	Date	3/20/2023 12	TaxDist 56421		
	Bldg $	675,000.00	Book	34199			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1230	NAV		
56434222280030702	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-702
BARBALIOS RYAN II	Value $	740,000.00	Price $	800,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 702	Taxbl $	740,000.00	Date	3/21/2025 12	TaxDist 56421		
	Bldg $	740,000.00	Book	35647			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	909	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030703	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-703
LORTIE JOINT TRUST	Value $	610,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	610,000.00	Date	3/19/2019 12	TaxDist 56421		
SAINT LAMBERT, QC	Bldg $	610,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	491	NAV		
56434222280030704	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-704
LORTIE JOINT TRUST	Value $	560,000.00	Price $	10.00	PUSE CONDOMINIUM		
243 MONTROSE	Taxbl $	560,000.00	Date	3/19/2019 12	TaxDist 56421		
SAINT LAMBERT, QC	Bldg $	560,000.00	Book	30484			
J4R 1XR CANADA	Land $	0.00	Page	493	NAV		
56434222280030801	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-801
ERSCHELL SWEET BARBARA LIVING TRUST	Value $	680,000.00	Price $	0.00	PUSE CONDOMINIUM		
12204 LOCUST LN	Taxbl $	680,000.00	Date	2/22/2024 12	TaxDist 56421		
	Bldg $	680,000.00	Book	34872			
LOUISVILLE KY 40223 1452	Land $	0.00	Page	1707	NAV		
56434222280030802	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-802
KORFF JOSEPH	Value $	745,000.00	Price $	825,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 802	Taxbl $	745,000.00	Date	2/23/2022 12	TaxDist 56421		
	Bldg $	745,000.00	Book	33347			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	1010	NAV		
56434222280030803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-803
EID J FRANCOIS &	Value $	615,000.00	Price $	635,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	615,000.00	Date	7/24/2013 12	TaxDist 56421		
	Bldg $	615,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1495	NAV		
56434222280030804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-804
NISSLEY DAVID M &	Value $	565,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 804	Taxbl $	513,589.00	Date	11/2/2021 12	TaxDist 56421		
	Bldg $	565,000.00	Book	33138			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	320	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280030901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-901
OHMAN ANDERSON C SR	Value $	685,000.00	Price $	517,500.00	PUSE CONDOMINIUM		
PO BOX 277	Taxbl $	685,000.00	Date	2/16/2012 12	TaxDist 56421		
	Bldg $	685,000.00	Book	25050			
MIDDLEFIELD OH 44062 0277	Land $	0.00	Page	1389	NAV		
56434222280030902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-902
SLS AGENCY LLC	Value $	750,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	750,000.00	Date	10/4/2018 12	TaxDist 56421		
	Bldg $	750,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280030903	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-903
DOLUNAY OZER M	Value $	620,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 903	Taxbl $	223,636.00	Date	7/20/2023 12	TaxDist 56421		
	Bldg $	620,000.00	Book	34456			
RIVIERA BEACH FL 33404 2880	Land $	0.00	Page	595	NAV		
56434222280030904	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-904
VENTRESCA LEONARD &	Value $	570,000.00	Price $	302,500.00	PUSE CONDOMINIUM		
89 COTTAGE ST	Taxbl $	570,000.00	Date	7/18/2023 12	TaxDist 56421		
	Bldg $	570,000.00	Book	34477			
DOYLESTOWN PA 18901 4460	Land $	0.00	Page	1576	NAV		
56434222280031001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1001
PAPPAS FRANKIE J &	Value $	690,000.00	Price $	810,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1001	Taxbl $	690,000.00	Date	2/25/2026 12	TaxDist 56421		
	Bldg $	690,000.00	Book	36363			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1606	NAV		
56434222280031002	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1002
STAFFORD SIDNEY A LIVING TRUST	Value $	755,000.00	Price $	765,000.00	PUSE CONDOMINIUM		
9701 W GRAND AVE STE A	Taxbl $	755,000.00	Date	5/1/2020 12:(	TaxDist 56421		
	Bldg $	755,000.00	Book	31421			
FRANKLIN PARK IL 60131 3361	Land $	0.00	Page	638	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1003
IUELE GIUSEPPE &	Value $	625,000.00	Price $	690,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1003	Taxbl $	573,589.00	Date	5/2/2016 12:(	TaxDist 56421		
	Bldg $	625,000.00	Book	28342			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	626	NAV		
56434222280031004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1004
SAVOY RESOURCES LP	Value $	575,000.00	Price $	320,000.00	PUSE CONDOMINIUM		
4334 MYERWOOD LN	Taxbl $	575,000.00	Date	12/21/2012 1	TaxDist 56421		
	Bldg $	575,000.00	Book	25735			
DALLAS TX 75244 7441	Land $	0.00	Page	1302	NAV		
56434222280031101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1101
HUDSON TAMMERA	Value $	795,500.00	Price $	980,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1101	Taxbl $	739,089.00	Date	6/24/2025 12	TaxDist 56421		
	Bldg $	795,500.00	Book	35855			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	159	NAV		
56434222280031102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1102
ANSPACH BARTH L &	Value $	760,000.00	Price $	610,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1102	Taxbl $	647,509.00	Date	5/31/2012 12	TaxDist 56421		
	Bldg $	760,000.00	Book	25252			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1045	NAV		
56434222280031103	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1103
COMMODORE KNIGHT REALTY LLC	Value $	932,500.00	Price $	1,610,000.00	PUSE CONDOMINIUM		
1288 ALABAMA DR	Taxbl $	932,500.00	Date	2/25/2022 12	TaxDist 56421		
	Bldg $	932,500.00	Book	33364			
WINTER PARK FL 32789 2674	Land $	0.00	Page	1554	NAV		
56434222280031104	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1104
DESMEULES CLAUDE &	Value $	580,000.00	Price $	275,000.00	PUSE CONDOMINIUM		
3500 AUTOROUTE LAVAL QUEST	Taxbl $	580,000.00	Date	5/1/1996 12:(	TaxDist 56421		
LAVAL QC	Bldg $	580,000.00	Book	09308			
H7T 2H6 CANADA	Land $	0.00	Page	1335	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1201
HOPKINS ROBERT J &	Value $	700,000.00	Price $	925,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1201	Taxbl $	648,589.00	Date	12/2/2024 12	TaxDist 56421		
	Bldg $	700,000.00	Book	35454			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	1585	NAV		
56434222280031202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1202
WALKER REBECCA B &	Value $	765,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1202	Taxbl $	699,194.00	Date	8/29/2016 12	TaxDist 56421		
	Bldg $	765,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280031203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1203
MARTINO ROBERTO &	Value $	635,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
PO BOX 535	Taxbl $	635,000.00	Date	4/17/2017 12	TaxDist 56421		
	Bldg $	635,000.00	Book	29035			
KATONAH NY 10536 0535	Land $	0.00	Page	1778	NAV		
56434222280031204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1204
COCOZZA PAUL F &	Value $	585,000.00	Price $	850,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1204	Taxbl $	533,589.00	Date	9/28/2021 12	TaxDist 56421		
	Bldg $	585,000.00	Book	32943			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	357	NAV		
56434222280031401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1401
GAITO PETER &	Value $	805,500.00	Price $	995,000.00	PUSE CONDOMINIUM		
4 PEBBLE BEACH DR	Taxbl $	805,500.00	Date	3/14/2022 12	TaxDist 56421		
	Bldg $	805,500.00	Book	33405			
PURCHASE NY 10577 1512	Land $	0.00	Page	748	NAV		
56434222280031402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1402
JDL FLA HOLDINGS INC	Value $	770,000.00	Price $	795,000.00	PUSE CONDOMINIUM		
955 WILSON AVE UNIT 1	Taxbl $	770,000.00	Date	4/15/2014 12	TaxDist 56421		
TORONTO ON	Bldg $	770,000.00	Book	26737			
M3K 2A8 CANADA	Land $	0.00	Page	148	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031403	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-C-1403
BERGER MICHAEL J &	Value $	640,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1403	Taxbl $	520,203.00	Date	2/1/2022 12:(	TaxDist 56421		
	Bldg $	640,000.00	Book	33352			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1292	NAV		
56434222280031404	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-1404
ROBINSON FRED I TRUST &	Value $	590,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1404	Taxbl $	590,000.00	Date	4/23/2020 12	TaxDist 56421		
	Bldg $	590,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1722	NAV		
56434222280031501	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-A-1501
REA ANNE	Value $	710,000.00	Price $	352,000.00	PUSE CONDOMINIUM		
20 PEEPERS HOLLOW RD	Taxbl $	710,000.00	Date	7/9/2001 12:(	TaxDist 56421		
	Bldg $	710,000.00	Book	12746			
GREENWICH CT 06831 3225	Land $	0.00	Page	1505	NAV		
56434222280031502	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1502
ONEILL ZAIRA Z	Value $	775,000.00	Price $	380,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1502	Taxbl $	494,515.00	Date	8/1/1993 12:(	TaxDist 56421		
	Bldg $	775,000.00	Book	07853			
SINGER ISLAND FL 33404 2881	Land $	0.00	Page	1943	NAV		
56434222280031503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1503
MASON MILO &	Value $	645,000.00	Price $	736,250.00	PUSE CONDOMINIUM		
6863 SPARROW HAWK DR	Taxbl $	645,000.00	Date	8/22/2018 12	TaxDist 56421		
	Bldg $	645,000.00	Book	30084			
WEST PALM BCH FL 33412 3053	Land $	0.00	Page	1605	NAV		
56434222280031504	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-1504
GALATI MARY &	Value $	595,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1504	Taxbl $	458,770.00	Date	6/18/2009 12	TaxDist 56421		
	Bldg $	595,000.00	Book	23311			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	674	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031601	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-A-1601
BUTLER MARY K TRUST	Value $	715,000.00	Price $	0.00	PUSE CONDOMINIUM		
2723 S ZUNIS AVE	Taxbl $	715,000.00	Date	12/19/2024 1	TaxDist 56421		
	Bldg $	715,000.00	Book	35466			
TULSA OK 74114 4235	Land $	0.00	Page	1484	NAV		
56434222280031602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1602
CASANO EGNAZIO &	Value $	780,000.00	Price $	1,209,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1602	Taxbl $	728,589.00	Date	1/18/2023 12	TaxDist 56421		
	Bldg $	780,000.00	Book	34079			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	338	NAV		
56434222280031603	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-C-1603
DECARLO PAUL M &	Value $	650,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1603	Taxbl $	598,589.00	Date	1/18/2012 12	TaxDist 56421		
	Bldg $	650,000.00	Book	24964			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1004	NAV		
56434222280031604	Acres	0.00	Sales instr	LE	MTG	MARTINIQUE 2 COND	UNIT WT-D-1604
CHRISTIANO ALBERT R	Value $	600,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1604	Taxbl $	543,589.00	Date	5/2/2025 12:(	TaxDist 56421		
	Bldg $	600,000.00	Book	35778			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1055	NAV		
56434222280031701	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1701
EICHNER EUGENE &	Value $	720,000.00	Price $	259,900.00	PUSE CONDOMINIUM		
29 HEARTHSTONE DR	Taxbl $	720,000.00	Date	1/1/1991 12:(	TaxDist 56421		
	Bldg $	720,000.00	Book	06720			
DIX HILLS NY 11746 5031	Land $	0.00	Page	1460	NAV		
56434222280031702	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-1702
GEORGE LINDA E	Value $	1,152,500.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1702	Taxbl $	1,096,089.00	Date	7/7/2023 12:(	TaxDist 56421		
	Bldg $	1,152,500.00	Book	34434			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1314	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031703	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1703
MOXLEY GREGORY R &	Value $	655,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
4100 N OCEAN BLVD UNIT 1703	Taxbl $	537,524.00	Date	9/20/2004 12	TaxDist 56421		
	Bldg $	655,000.00	Book	17570			
RIVIERA BEACH FL 33404 2881	Land $	0.00	Page	1966	NAV		
56434222280031704	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1704
BEACHFRONT 1704 LLC	Value $	605,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 404	Taxbl $	605,000.00	Date	12/13/2021 1	TaxDist 56421		
	Bldg $	605,000.00	Book	33152			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	988	NAV		
56434222280031801	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1801
RAUCCI PAUL	Value $	725,000.00	Price $	220,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1801	Taxbl $	202,550.00	Date	5/6/1998 12:(	TaxDist 56421		
	Bldg $	725,000.00	Book	10396			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1841	NAV		
56434222280031802	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1802
WILLIAMS LYNDA S	Value $	790,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1802	Taxbl $	686,257.00	Date	4/22/2014 12	TaxDist 56421		
	Bldg $	790,000.00	Book	26854			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	179	NAV		
56434222280031803	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1803
NAWROCKI DANIEL P	Value $	962,500.00	Price $	1,285,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1803	Taxbl $	911,089.00	Date	8/12/2021 12	TaxDist 56421		
	Bldg $	962,500.00	Book	32789			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	1273	NAV		
56434222280031804	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1804
QUIGGIN DAVID R &	Value $	610,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 1804	Taxbl $	478,143.00	Date	6/16/2006 12	TaxDist 56421		
	Bldg $	610,000.00	Book	20608			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	225	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280031901	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-1901
SINGER SIMONE	Value $	730,000.00	Price $	970,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 1901	Taxbl $	678,589.00	Date	5/6/2024 12:(	TaxDist 56421		
	Bldg $	730,000.00	Book	35028			
RIVIERA BEACH FL 33404 2882	Land $	0.00	Page	193	NAV		
56434222280031902	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-1902
1902 PAPA LLC	Value $	795,000.00	Price $	893,000.00	PUSE CONDOMINIUM		
9 LANOCHE CT	Taxbl $	795,000.00	Date	10/24/2022 1	TaxDist 56421		
	Bldg $	795,000.00	Book	34048			
WILLIAMSVILLE NY 14221 1977	Land $	0.00	Page	1931	NAV		
56434222280031903	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-1903
ALEXANDER HERMAN &	Value $	665,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
2059 DONNA DR	Taxbl $	665,000.00	Date	11/13/2003 1	TaxDist 56421		
	Bldg $	665,000.00	Book	16203			
MERRICK NY 11566 5518	Land $	0.00	Page	1034	NAV		
56434222280031904	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-1904
KOYMEN HAKAN O &	Value $	615,000.00	Price $	565,000.00	PUSE CONDOMINIUM		
2030 GREENSPRING VALLEY RD	Taxbl $	615,000.00	Date	6/19/2014 12	TaxDist 56421		
	Bldg $	615,000.00	Book	26909			
STEVENSON MD 21153 0650	Land $	0.00	Page	871	NAV		
56434222280032001	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2001
HARRIGAN KATHRYN R	Value $	735,000.00	Price $	925,000.00	PUSE CONDOMINIUM		
2521 PALISADE AVE PH C	Taxbl $	735,000.00	Date	8/22/2022 12	TaxDist 56421		
	Bldg $	735,000.00	Book	33806			
BRONX NY 10463 6141	Land $	0.00	Page	1026	NAV		
56434222280032002	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-B-2002
MITCHELL SAMUEL J &	Value $	800,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 2002	Taxbl $	686,857.00	Date	6/28/2004 12	TaxDist 56421		
	Bldg $	800,000.00	Book	18229			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1704	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032003	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2003
JULO ELIZABETH H TRUST	Value $	881,750.00	Price $	1,081,250.00	PUSE CONDOMINIUM		
538 LES JARDIN DR	Taxbl $	881,750.00	Date	7/16/2020 12	TaxDist 56421		
	Bldg $	881,750.00	Book	31605			
PALM BCH GDNS FL 33410 1608	Land $	0.00	Page	866	NAV		
56434222280032004	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2004
LAND JAMES &	Value $	620,000.00	Price $	660,000.00	PUSE CONDOMINIUM		
2405 KENWYN BLVD	Taxbl $	620,000.00	Date	10/16/2020 1	TaxDist 56421		
	Bldg $	620,000.00	Book	31871			
AVON OH 44011 4730	Land $	0.00	Page	76	NAV		
56434222280032101	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2101
DONEGAN LINDA B &	Value $	740,000.00	Price $	10.00	PUSE CONDOMINIUM		
3 GLARUS CT	Taxbl $	740,000.00	Date	10/4/2018 12	TaxDist 56421		
	Bldg $	740,000.00	Book	30224			
FAIRPORT NY 14450 4641	Land $	0.00	Page	1021	NAV		
56434222280032102	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2102
FINN CATHERIN &	Value $	805,000.00	Price $	790,000.00	PUSE CONDOMINIUM		
2700 N OCEAN DR APT 1702A	Taxbl $	805,000.00	Date	10/26/2017 1	TaxDist 56421		
	Bldg $	805,000.00	Book	29471			
RIVIERA BEACH FL 33404 4780	Land $	0.00	Page	224	NAV		
56434222280032103	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-C-2103
ROBINSON FRED I TRUST	Value $	675,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2103	Taxbl $	675,000.00	Date	4/23/2020 12	TaxDist 56421		
	Bldg $	675,000.00	Book	31840			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1803	NAV		
56434222280032104	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-2104
ROBINSON FRED I TRUST	Value $	625,000.00	Price $	1.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	625,000.00	Date	11/20/2023 1	TaxDist 56421		
	Bldg $	625,000.00	Book	34721			
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032201	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2201
PERRI JOHN &	Value $	745,000.00	Price $	600,000.00	PUSE CONDOMINIUM		
15 CRINKLE CT	Taxbl $	745,000.00	Date	3/24/2015 12	TaxDist 56421		
	Bldg $	745,000.00	Book	27468			
NORTHPORT NY 11768 1856	Land $	0.00	Page	197	NAV		
56434222280032202	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2202
KATSELNIK ARKADI &	Value $	810,000.00	Price $	1,075,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2202	Taxbl $	758,589.00	Date	2/16/2022 12	TaxDist 56421		
	Bldg $	810,000.00	Book	33328			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1095	NAV		
56434222280032203	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2203
BANFE ALBERT C JR &	Value $	680,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR UNIT 2203	Taxbl $	437,577.00	Date	10/8/2020 12	TaxDist 56421		
	Bldg $	680,000.00	Book	31837			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	85	NAV		
56434222280032204	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2204
SHAFCO SOUTH LLC	Value $	824,250.00	Price $	1,250,000.00	PUSE CONDOMINIUM		
158 SHATTUCK WAY	Taxbl $	824,250.00	Date	2/22/2023 12	TaxDist 56421		
	Bldg $	824,250.00	Book	34284			
PORTSMOUTH NH 03801 7880	Land $	0.00	Page	1412	NAV		
56434222280032301	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2301
MAHLER DOUGLAS R &	Value $	984,500.00	Price $	1,840,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2301	Taxbl $	933,089.00	Date	9/6/2023 12:(	TaxDist 56421		
	Bldg $	984,500.00	Book	34549			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	187	NAV		
56434222280032302	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2302
WILLIS JOAN L	Value $	815,000.00	Price $	900,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2302	Taxbl $	758,589.00	Date	2/20/2021 12	TaxDist 56421		
	Bldg $	815,000.00	Book	32268			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	1980	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032303	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2303
TAYLOR WILLIAM J &	Value $	685,000.00	Price $	681,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2303	Taxbl $	572,168.00	Date	5/31/2013 12	TaxDist 56421		
	Bldg $	685,000.00	Book	26109			
WEST PALM BEACH FL 33404 2883	Land $	0.00	Page	1387	NAV		
56434222280032304	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-2304
CLOUTIER CAROLYN	Value $	635,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2304	Taxbl $	635,000.00	Date	5/11/2021 12	TaxDist 56421		
	Bldg $	635,000.00	Book	32500			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	503	NAV		
56434222280032401	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-2401
CURRY MARK A &	Value $	1,090,000.00	Price $	1,900,000.00	PUSE CONDOMINIUM		
2801 DEER CHASE LN	Taxbl $	1,090,000.00	Date	10/5/2023 12	TaxDist 56421		
	Bldg $	1,090,000.00	Book	34603			
YORK PA 17403 9589	Land $	0.00	Page	1493	NAV		
56434222280032402	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-2402
GOLD RONALD D &	Value $	820,000.00	Price $	750,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2402	Taxbl $	748,104.00	Date	4/29/2015 12	TaxDist 56421		
	Bldg $	820,000.00	Book	27516			
RIVIERA BEACH FL 33404 2884	Land $	0.00	Page	447	NAV		
56434222280032403	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-2403
KOLE PETER &	Value $	690,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	690,000.00	Date	8/30/2002 12	TaxDist 56421		
	Bldg $	690,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280032404	Acres	0.00	Sales instr	QC	MTG	MARTINIQUE 2 COND	UNIT WT-D-2404
PROCIDA JOSEPH	Value $	917,500.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2404	Taxbl $	866,089.00	Date	9/3/2025 12:(	TaxDist 56421		
	Bldg $	917,500.00	Book	36003			
RIVIERA BEACH FL 33404 2883	Land $	0.00	Page	837	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032501	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-LPH-1
POIRIER WILFRID &	Value $	760,000.00	Price $	587,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2501	Taxbl $	549,182.00	Date	5/9/2003 12:(	TaxDist 56421		
	Bldg $	760,000.00	Book	15267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	70	NAV		
56434222280032502	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-B-LPH-2
OTTOSEN KARL JOHN &	Value $	825,000.00	Price $	1,167,500.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2502	Taxbl $	773,589.00	Date	5/7/2021 12:(	TaxDist 56421		
	Bldg $	825,000.00	Book	32516			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	321	NAV		
56434222280032503	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-LPH-3
VARGAS JOHN M &	Value $	695,000.00	Price $	820,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2503	Taxbl $	643,589.00	Date	1/31/2020 12	TaxDist 56421		
	Bldg $	695,000.00	Book	31205			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1553	NAV		
56434222280032504	Acres	0.00	Sales instr	DT	MTG	MARTINIQUE 2 COND	UNIT WT-D-LPH-4
SHACKLETON GRANDCHILDRENS TRUST	Value $	645,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2504	Taxbl $	645,000.00	Date	8/2/2024 12:(	TaxDist 56421		
	Bldg $	645,000.00	Book	35191			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1376	NAV		
56434222280032601	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-A-PH-1
POMPEI CARL F &	Value $	910,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2601	Taxbl $	562,098.00	Date	10/22/2013 1	TaxDist 56421		
	Bldg $	910,000.00	Book	26421			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	1292	NAV		
56434222280032602	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-B-PH-2
STIVALETTA PATRICIA J	Value $	990,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR PH 2602 W	Taxbl $	559,892.00	Date	11/16/2007 1	TaxDist 56421		
	Bldg $	990,000.00	Book	22267			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	377	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280032603	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-C-PH-3
KRONFOL ZIAD &	Value $	790,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2603	Taxbl $	738,589.00	Date	5/16/2014 12	TaxDist 56421		
	Bldg $	790,000.00	Book	26847			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	143	NAV		
56434222280032604	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT WT-D-PH-4
NICOLO JOHN &	Value $	745,000.00	Price $	695,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 2604	Taxbl $	639,445.00	Date	7/17/2014 12	TaxDist 56421		
	Bldg $	745,000.00	Book	26970			
RIVIERA BEACH FL 33404 2886	Land $	0.00	Page	672	NAV		
56434222280040010	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-1
DATAHAMI LTD PRTNRSHP	Value $	40,000.00	Price $	775,000.00	PUSE CONDOMINIUM		
PO BOX 30548	Taxbl $	40,000.00	Date	11/9/2007 12	TaxDist 56421		
	Bldg $	40,000.00	Book	22249			
COLUMBUS OH 43230 0548	Land $	0.00	Page	1870	NAV		
56434222280040020	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-2
REBECCA B WALKER REV TRUST	Value $	40,000.00	Price $	625,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # 1202	Taxbl $	40,000.00	Date	8/29/2016 12	TaxDist 56421		
	Bldg $	40,000.00	Book	28568			
RIVIERA BEACH FL 33404 2852	Land $	0.00	Page	553	NAV		
56434222280040030	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-3
TOSIC CAROL TRUST	Value $	35,000.00	Price $	10.00	PUSE CONDOMINIUM		
4100 N OCEAN DR # C3	Taxbl $	35,000.00	Date	6/2/2026 12:(	TaxDist 56421		
	Bldg $	35,000.00	Book	36566			
RIVIERA BEACH FL 33404 2853	Land $	0.00	Page	1806	NAV		
56434222280040040	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-4
FOX JANICE &	Value $	35,000.00	Price $	24,225.00	PUSE CONDOMINIUM		
43 SANDRINGHAM DR	Taxbl $	35,000.00	Date	1/31/2018 12	TaxDist 56421		
TORONTO ON	Bldg $	35,000.00	Book	29628			
M5M 3G4 CANADA	Land $	0.00	Page	126	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040050	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-5
EID J FRANCOIS &	Value $	35,000.00	Price $	15,000.00	PUSE CONDOMINIUM		
64 WOODLAWN AVE	Taxbl $	35,000.00	Date	7/29/2013 12	TaxDist 56421		
	Bldg $	35,000.00	Book	26226			
NEW ROCHELLE NY 10804 4619	Land $	0.00	Page	1566	NAV		
56434222280040060	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-6
KOLE PETER &	Value $	35,000.00	Price $	598,000.00	PUSE CONDOMINIUM		
27690 ROYAL FOREST DR	Taxbl $	35,000.00	Date	8/30/2002 12	TaxDist 56421		
	Bldg $	35,000.00	Book	14224			
WESTLAKE OH 44145 3056	Land $	0.00	Page	1059	NAV		
56434222280040070	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-7
NACCARATO LAURA	Value $	40,000.00	Price $	700,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 502	Taxbl $	40,000.00	Date	3/14/2007 12	TaxDist 56421		
	Bldg $	40,000.00	Book	21614			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	384	NAV		
56434222280040080	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-8
WITT AXEL &	Value $	35,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 403	Taxbl $	35,000.00	Date	4/30/2004 12	TaxDist 56421		
	Bldg $	35,000.00	Book	16895			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	156	NAV		
56434222280040090	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-9
KENNEDY JOHN C &	Value $	40,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	40,000.00	Date	2/1/1990 12:(	TaxDist 56421		
	Bldg $	40,000.00	Book	06378			
KENTWOOD MI 49512 3911	Land $	0.00	Page	0179	NAV		
56434222280040100	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-10
KENNEDY JOHH &	Value $	35,000.00	Price $	1,185,000.00	PUSE CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	35,000.00	Date	12/30/2005 1	TaxDist 56421		
	Bldg $	35,000.00	Book	19827			
KENTWOOD MI 49512 3911	Land $	0.00	Page	208	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040110	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-11
HOFFMAN THOMAS G JR	Value $	35,000.00	Price $	390,000.00	PUSE	CONDOMINIUM		
11306 CHAPEL RD	Taxbl $	35,000.00	Date	7/16/2001 12	TaxDist	56421		
	Bldg $	35,000.00	Book	12801				
FAIRFAX VA 22039 1523	Land $	0.00	Page	1256	NAV			
56434222280040120	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-12
MEYER JONATHAN T &	Value $	35,000.00	Price $	1,060,000.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 2001	Taxbl $	35,000.00	Date	2/18/2020 12	TaxDist	56421		
	Bldg $	35,000.00	Book	31272				
RIVIERA BEACH FL 33404 2877	Land $	0.00	Page	90	NAV			
56434222280040130	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-13
FIORINI MARK & MICHELLE TRUST	Value $	35,000.00	Price $	42,500.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	35,000.00	Date	4/16/2021 12	TaxDist	56421		
	Bldg $	35,000.00	Book	32476				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	603	NAV			
56434222280040140	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-14
FIORINI MARK & MICHELLE TRUST	Value $	35,000.00	Price $	42,500.00	PUSE	CONDOMINIUM		
4000 N OCEAN DR APT 1502	Taxbl $	35,000.00	Date	4/16/2021 12	TaxDist	56421		
	Bldg $	35,000.00	Book	32476				
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	437	NAV			
56434222280040150	Acres	0.00	Sales instr	DT	MTG		MARTINIQUE 2 COND	UNIT C-15
SCHROEDER ROBERT L &	Value $	35,000.00	Price $	730,000.00	PUSE	CONDOMINIUM		
1612 E 800 AVE	Taxbl $	35,000.00	Date	1/28/2020 12	TaxDist	56421		
	Bldg $	35,000.00	Book	31215				
SHOBONIER IL 62885 4044	Land $	0.00	Page	681	NAV			
56434222280040160	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-16
WESHNAK CAROL A	Value $	40,000.00	Price $	100.00	PUSE	CONDOMINIUM		
2625 RIVER RD	Taxbl $	40,000.00	Date	10/5/2010 12	TaxDist	56421		
	Bldg $	40,000.00	Book	24238				
POINT PLEASANT BEACH NJ 08742 2154	Land $	0.00	Page	320	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040170	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-17
CUTTS ANDREW M &	Value $	35,000.00	Price $	10,000.00	PUSE CONDOMINIUM		
4050 N OCEAN DR APT 203	Taxbl $	35,000.00	Date	10/24/2018 1	TaxDist 56421		
	Bldg $	35,000.00	Book	30235			
RIVIERA BEACH FL 33404 2850	Land $	0.00	Page	1252	NAV		
56434222280040180	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-18
DIAMOND AUDLEY &	Value $	35,000.00	Price $	28,500.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 1604	Taxbl $	35,000.00	Date	8/28/2015 12	TaxDist 56421		
	Bldg $	35,000.00	Book	27792			
RIVIERA BEACH FL 33404 2875	Land $	0.00	Page	1419	NAV		
56434222280040190	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-19
FINN JOHN F TRUST &	Value $	35,000.00	Price $	0.00	PUSE CONDOMINIUM		
147 PEACH HILL RD	Taxbl $	35,000.00	Date	7/16/2021 12	TaxDist 56421		
	Bldg $	35,000.00	Book	32778			
BERLIN MA 01503 1011	Land $	0.00	Page	432	NAV		
56434222280040200	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-20
SLS AGENCY LLC	Value $	35,000.00	Price $	840,000.00	PUSE CONDOMINIUM		
7287 LOCKLIN	Taxbl $	35,000.00	Date	10/4/2018 12	TaxDist 56421		
	Bldg $	35,000.00	Book	30182			
WEST BLOOMFIELD MI 48324 3828	Land $	0.00	Page	103	NAV		
56434222280040210	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-21
PATEL PARESH &	Value $	35,000.00	Price $	875,000.00	PUSE CONDOMINIUM		
4000 N OCEAN DR # ET 2502	Taxbl $	35,000.00	Date	9/9/2008 12:(	TaxDist 56421		
	Bldg $	35,000.00	Book	22867			
SINGER ISLAND FL 33404 2885	Land $	0.00	Page	346	NAV		
56434222280040220	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-22
AVON LOAN SERVICING LLC	Value $	35,000.00	Price $	25,000.00	PUSE CONDOMINIUM		
4100 N OCEAN DR APT 503	Taxbl $	35,000.00	Date	3/29/2023 12	TaxDist 56421		
	Bldg $	35,000.00	Book	34225			
RIVIERA BEACH FL 33404 2879	Land $	0.00	Page	506	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040230	Acres	0.00	Sales instr	DT	MTG		MARTINIQUE 2 COND	UNIT C-23
ROBINSON FRED TRUST	Value $	35,000.00	Price	$ 1.00	PUSE	CONDOMINIUM		
4100 N OCEAN DR APT 2104	Taxbl $	35,000.00	Date	11/20/2023 1	TaxDist	56421		
	Bldg $	35,000.00	Book	34721				
RIVIERA BEACH FL 33404	Land $	0.00	Page	159	NAV			
56434222280040240	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-24
ACTON EDWARD &	Value $	35,000.00	Price	$ 37,500.00	PUSE	CONDOMINIUM		
24 SALT POND RD	Taxbl $	35,000.00	Date	7/24/2020 12	TaxDist	56421		
	Bldg $	35,000.00	Book	31628				
NORTH CHATHAM MA 02650 1110	Land $	0.00	Page	777	NAV			
56434222280040250	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-25
KENNEDY JOHN C &	Value $	40,000.00	Price	$ 26,500.00	PUSE	CONDOMINIUM		
4152 E PARIS AVE SE	Taxbl $	40,000.00	Date	12/5/2011 12	TaxDist	56421		
	Bldg $	40,000.00	Book	24900				
KENTWOOD MI 49512 3911	Land $	0.00	Page	1865	NAV			
56434222280040260	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-26
BK GROUP	Value $	35,000.00	Price	$ 40,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist	56421		
HELSINKI	Bldg $	35,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1718	NAV			
56434222280040270	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-27
BK GROUP	Value $	35,000.00	Price	$ 40,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist	56421		
HELSINKI	Bldg $	35,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1680	NAV			
56434222280040280	Acres	0.00	Sales instr	WD	MTG		MARTINIQUE 2 COND	UNIT C-28
BK GROUP	Value $	35,000.00	Price	$ 40,000.00	PUSE	CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist	56421		
HELSINKI	Bldg $	35,000.00	Book	06294				
00330 FINLAND	Land $	0.00	Page	1665	NAV			

Property Appraiser GIS - Property Detail list by parcel control number

56434222280040290	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-29
BK GROUP	Value $	35,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	35,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1592	NAV		
56434222280040300	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-30
BK GROUP	Value $	35,000.00	Price $	40,000.00	PUSE CONDOMINIUM		
TIILIMAKI 10	Taxbl $	35,000.00	Date	11/1/1989 12	TaxDist 56421		
HELSINKI	Bldg $	35,000.00	Book	06294			
00330 FINLAND	Land $	0.00	Page	1637	NAV		
56434222280040310	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-31
BEACHFRONT CB 31 LLC	Value $	35,000.00	Price $	28,000.00	PUSE CONDOMINIUM		
17W729 ROOSEVELT RD	Taxbl $	35,000.00	Date	8/26/2020 12	TaxDist 56421		
	Bldg $	35,000.00	Book	31748			
VILLA PARK IL 60181 3530	Land $	0.00	Page	1269	NAV		
56434222280040320	Acres	0.00	Sales instr	WD	MTG	MARTINIQUE 2 COND	UNIT C-32
IRIONS VERA TR	Value $	35,000.00	Price $	10.00	PUSE CONDOMINIUM		
4000 N OCEAN DR APT 302	Taxbl $	35,000.00	Date	4/27/2021 12	TaxDist 56421		
	Bldg $	35,000.00	Book	32458			
RIVIERA BEACH FL 33404 2847	Land $	0.00	Page	385	NAV		
56434222320010020	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
GRIGGS BRENDA JO &	Value $	1,310,000.00	Price $	1,000,000.00	PUSE CONDOMINIUM	UNIT 2A	
3920 N OCEAN DR APT 2-A	Taxbl $	669,689.00	Date	3/24/2020 12	TaxDist 56421		
	Bldg $	1,310,000.00	Book	31326			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	678	NAV		
56434222320010030	Acres	1.00	Sales instr	WD	MTG	OASIS SINGER ISLAND CONDOMINIUM	
JOYNT BARBARA &	Value $	1,610,000.00	Price $	1,920,000.00	PUSE CONDOMINIUM	UNIT 3A	
3920 N OCEAN DR UNIT 3A	Taxbl $	1,252,839.00	Date	7/5/2005 12:(	TaxDist 56421		
	Bldg $	1,610,000.00	Book	18892			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1175	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MEDEIROS JOHN W &	Value $	2,240,000.00	Price $	1,270,000.00	PUSE	CONDOMINIUM	UNIT 4A
PO BOX 68	Taxbl $	2,240,000.00	Date	5/27/2015 12	TaxDist	56421	
	Bldg $	2,240,000.00	Book	27583			
WILBRAHAM MA 01095 0068	Land $	0.00	Page	587	NAV		
56434222320010050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
FRANCHINA ELIZABETH B &	Value $	2,255,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 5A
3920 N OCEAN DR UNIT 5A	Taxbl $	1,858,883.00	Date	12/18/2023 1	TaxDist	56421	
	Bldg $	2,255,000.00	Book	34735			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	1429	NAV		
56434222320010060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
RACHUBA OASIS LLC	Value $	2,270,000.00	Price $	1,140,000.00	PUSE	CONDOMINIUM	UNIT 6A
946 MARIMICH CT UNIT A	Taxbl $	2,270,000.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,270,000.00	Book	17847			
SYKESVILLE MD 21784 4908	Land $	0.00	Page	503	NAV		
56434222320010070	Acres	1.00	Sales instr	DT	MTG		OASIS SINGER ISLAND CONDOMINIUM
HADDAD WISSAM R &	Value $	2,285,000.00	Price $	2,740,000.00	PUSE	CONDOMINIUM	UNIT 7A
2 KING PHILLIP RD	Taxbl $	2,285,000.00	Date	6/26/2026 12	TaxDist	56421	
	Bldg $	2,285,000.00	Book	36632			
LINCOLN RI 02865 4949	Land $	0.00	Page	581	NAV		
56434222320010080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
JACKSON GREGORY &	Value $	2,300,000.00	Price $	1,950,000.00	PUSE	CONDOMINIUM	UNIT 8A
18600 FAIRWAY DR	Taxbl $	2,300,000.00	Date	5/27/2016 12	TaxDist	56421	
	Bldg $	2,300,000.00	Book	28370			
DETROIT MI 48221 2279	Land $	0.00	Page	1055	NAV		
56434222320010090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOCHER JAMES G III &	Value $	2,315,000.00	Price $	2,260,000.00	PUSE	CONDOMINIUM	UNIT 9A
3920 N OCEAN DR APT 9-A	Taxbl $	1,686,527.00	Date	4/13/2017 12	TaxDist	56421	
	Bldg $	2,315,000.00	Book	29036			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	252	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GREENE TIMOTHY J &	Value $	2,330,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 10A
3920 N OCEAN DR APT 10A	Taxbl $	2,119,118.00	Date	11/16/2004 1	TaxDist	56421	
	Bldg $	2,330,000.00	Book	17785			
RIVIERA BEACH FL 33404 2887	Land $	0.00	Page	1132	NAV		
56434222320010110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
GOLDSTEIN DAVID	Value $	2,345,000.00	Price $	1,590,000.00	PUSE	CONDOMINIUM	UNIT 11A
3920 N OCEAN BLVD APT 11A	Taxbl $	1,539,137.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,345,000.00	Book	17809			
SINGER ISLAND FL 33404 2887	Land $	0.00	Page	1403	NAV		
56434222320010120	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
EICHNER THOMAS &	Value $	2,360,000.00	Price $	1,550,000.00	PUSE	CONDOMINIUM	UNIT 12A
3920 N OCEAN DR APT 12-A	Taxbl $	1,738,491.00	Date	4/24/2020 12	TaxDist	56421	
	Bldg $	2,360,000.00	Book	31405			
RIVIERA BEACH FL 33404 2889	Land $	0.00	Page	461	NAV		
56434222320010140	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
CHOPRA RAVINDER N &	Value $	2,415,000.00	Price $	1,612,500.00	PUSE	CONDOMINIUM	UNIT 14A
3920 N OCEAN DR APT 14-A	Taxbl $	2,199,280.00	Date	8/2/2012 12:(	TaxDist	56421	
	Bldg $	2,415,000.00	Book	25411			
RIVIERA BEACH FL 33404 2888	Land $	0.00	Page	319	NAV		
56434222320010150	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SIMON SANDRA	Value $	2,670,000.00	Price $	3,900,000.00	PUSE	CONDOMINIUM	UNIT 15A
442 MARINER DR	Taxbl $	2,670,000.00	Date	2/15/2022 12	TaxDist	56421	
	Bldg $	2,670,000.00	Book	33360			
JUPITER FL 33477 4068	Land $	0.00	Page	590	NAV		
56434222320010160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
NEMEROFSKY STEPHEN L &	Value $	2,445,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16A
3920 N OCEAN DR APT 16-A	Taxbl $	1,615,485.00	Date	5/6/2020 12:(	TaxDist	56421	
	Bldg $	2,445,000.00	Book	31435			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1863	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320010170	Acres	1.00	Sales instr	RD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TARDIFF JAMES G	Value $	2,460,000.00	Price $	1,263,421.00	PUSE	CONDOMINIUM	UNIT 17A
3920 N OCEAN DR APT 17A	Taxbl $	1,634,569.00	Date	2/3/2009 12:(	TaxDist	56421	
	Bldg $	2,460,000.00	Book	23176			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	635	NAV		
56434222320010180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LAPONZINA BABETTE J &	Value $	2,475,000.00	Price $	2,050,000.00	PUSE	CONDOMINIUM	UNIT 18A
3920 N OCEAN DR APT 18A	Taxbl $	1,712,704.00	Date	12/26/2020 1	TaxDist	56421	
	Bldg $	2,475,000.00	Book	32066			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1678	NAV		
56434222320010190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MAINTHIA KUSUM H	Value $	2,490,000.00	Price $	2,150,000.00	PUSE	CONDOMINIUM	UNIT 19A
3920 N OCEAN DR APT 19A	Taxbl $	1,842,420.00	Date	9/5/2019 12:(	TaxDist	56421	
	Bldg $	2,490,000.00	Book	30895			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1281	NAV		
56434222320010200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
LARSON SCOTT K &	Value $	2,745,000.00	Price $	3,350,000.00	PUSE	CONDOMINIUM	UNIT 20A
3920 N OCEAN DR APT 20-A	Taxbl $	2,745,000.00	Date	8/27/2024 12	TaxDist	56421	
	Bldg $	2,745,000.00	Book	35248			
RIVIERA BEACH FL 33404 2813	Land $	0.00	Page	1842	NAV		
56434222320010210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
WHITTINGTON TIMOTHY S &	Value $	2,810,000.00	Price $	0.00	PUSE	CONDOMINIUM	PH-A
3920 N OCEAN DR APT 21A	Taxbl $	2,575,423.00	Date	11/12/2020 1	TaxDist	56421	
	Bldg $	2,810,000.00	Book	31942			
RIVIERA BEACH FL 33404 2811	Land $	0.00	Page	1834	NAV		
56434222320020020	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
HENLEY STEVEN &	Value $	2,544,750.00	Price $	3,443,417.00	PUSE	CONDOMINIUM	UNIT 2B
3920 N OCEAN DR APT 2B	Taxbl $	2,544,750.00	Date	6/2/2025 12:(	TaxDist	56421	
	Bldg $	2,544,750.00	Book	35836			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	1959	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020030	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
CP STOWE LP &	Value $	2,185,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 3B
314-4700 RUE SAINTE CATHERINE WEST	Taxbl $	2,185,000.00	Date	11/12/2025 1	TaxDist	56421	
WESTMOUNT QC	Bldg $	2,185,000.00	Book	36176			
H3Z 1S6 CANADA	Land $	0.00	Page	659	NAV		
56434222320020040	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCARMAZZO ROBERT &	Value $	2,575,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 4B
3920 N OCEAN DR APT 4B	Taxbl $	1,403,765.00	Date	1/26/2023 12	TaxDist	56421	
	Bldg $	2,575,000.00	Book	34110			
RIVIERA BEACH FL 33404 2893	Land $	0.00	Page	706	NAV		
56434222320020050	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCHNEIDER NEIL S &	Value $	2,590,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 5B
3920 N OCEAN DR APT 5B	Taxbl $	2,126,149.00	Date	5/7/2026 12:(	TaxDist	56421	
	Bldg $	2,590,000.00	Book	36685			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	466	NAV		
56434222320020060	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
DUVA HOLDINGS LIMITED PARTNERSHIP	Value $	2,605,000.00	Price	$ 1,140,000.00	PUSE	CONDOMINIUM	UNIT 6B
2635 RENA RD	Taxbl $	2,605,000.00	Date	11/11/2004 1	TaxDist	56421	
MISSISSAUGA ON	Bldg $	2,605,000.00	Book	17795			
L4T 1G6 CANADA	Land $	0.00	Page	1906	NAV		
56434222320020070	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
PIRES NIDIA V	Value $	2,620,000.00	Price	$ 10.00	PUSE	CONDOMINIUM	UNIT 7B
49 STEVENSON LN	Taxbl $	2,620,000.00	Date	7/9/2024 12:(	TaxDist	56421	
	Bldg $	2,620,000.00	Book	35154			
SADDLE RIVER NJ 07458 2229	Land $	0.00	Page	443	NAV		
56434222320020080	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
TURGEON PIERRE	Value $	2,635,000.00	Price	$ 1,220,000.00	PUSE	CONDOMINIUM	UNIT 8B
3920 N OCEAN DR APT 8B	Taxbl $	2,194,628.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,635,000.00	Book	17847			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	404	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020090	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
PARRIN RICHARD S &	Value $	3,825,000.00	Price $	4,500,000.00	PUSE	CONDOMINIUM	UNIT 9B
3920 N OCEAN DR APT 9B	Taxbl $	3,773,589.00	Date	1/5/2023 12:(	TaxDist	56421	
	Bldg $	3,825,000.00	Book	34054			
RIVIERA BEACH FL 33404 2891	Land $	0.00	Page	1310	NAV		
56434222320020100	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
BLOOM KENNETH &	Value $	2,665,000.00	Price $	2,600,000.00	PUSE	CONDOMINIUM	UNIT 10B
PO BOX 1062	Taxbl $	2,665,000.00	Date	2/8/2021 12:(	TaxDist	56421	
	Bldg $	2,665,000.00	Book	32185			
QUOGUE NY 11959 1062	Land $	0.00	Page	217	NAV		
56434222320020110	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOZIK STEPHEN &	Value $	2,680,000.00	Price $	3,349,500.00	PUSE	CONDOMINIUM	UNIT 11B
3920 N OCEAN DR APT 11B	Taxbl $	2,628,589.00	Date	2/7/2023 12:(	TaxDist	56421	
	Bldg $	2,680,000.00	Book	34130			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1008	NAV		
56434222320020120	Acres	1.00	Sales instr	DT	MTG		OASIS SINGER ISLAND CONDOMINIUM
RTA ASSOCIATES LLC	Value $	2,695,000.00	Price $	1,650,000.00	PUSE	CONDOMINIUM	UNIT 12B
7870 LEHIGH XING STE 1	Taxbl $	2,695,000.00	Date	7/16/2012 12	TaxDist	56421	
	Bldg $	2,695,000.00	Book	25327			
VICTOR NY 14564 8819	Land $	0.00	Page	222	NAV		
56434222320020140	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KONDA PRASAD &	Value $	2,775,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 14B
3920 N OCEAN DR # 14B	Taxbl $	1,757,730.00	Date	9/2/2005 12:(	TaxDist	56421	
	Bldg $	2,775,000.00	Book	19448			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	182	NAV		
56434222320020150	Acres	1.00	Sales instr	QC	MTG		OASIS SINGER ISLAND CONDOMINIUM
KENNELLEY MARK &	Value $	2,790,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 15B
3920 N OCEAN DR APT 15B	Taxbl $	2,321,653.00	Date	6/5/2020 12:(	TaxDist	56421	
	Bldg $	2,790,000.00	Book	31477			
RIVIERA BEACH FL 33404 2892	Land $	0.00	Page	1187	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

56434222320020160	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
ZUCHOWSKI JOHN	Value $	2,805,000.00	Price $	10.00	PUSE	CONDOMINIUM	UNIT 16B
3920 N OCEAN DR UNIT 16B	Taxbl $	1,836,388.00	Date	8/16/2022 12	TaxDist	56421	
	Bldg $	2,805,000.00	Book	33818			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1524	NAV		
56434222320020170	Acres	1.00	Sales instr	SA	MTG		OASIS SINGER ISLAND CONDOMINIUM
HUGHES KEVIN JOHN	Value $	2,820,000.00	Price $	0.00	PUSE	CONDOMINIUM	UNIT 17B
647 OLYMPIA HILLS CIR	Taxbl $	2,820,000.00	Date	6/27/2013 12	TaxDist	56421	
	Bldg $	2,820,000.00	Book	26146			
BERWYN PA 19312 1982	Land $	0.00	Page	1585	NAV		
56434222320020180	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
SCOLLAN GERARD	Value $	2,835,000.00	Price $	1,790,000.00	PUSE	CONDOMINIUM	UNIT 18B
80 BROWNS RIVER RD	Taxbl $	2,835,000.00	Date	11/11/2004 1	TaxDist	56421	
	Bldg $	2,835,000.00	Book	17821			
SAYVILLE NY 11782 3240	Land $	0.00	Page	588	NAV		
56434222320020190	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MANDEL DANIEL S &	Value $	2,850,000.00	Price $	2,400,000.00	PUSE	CONDOMINIUM	UNIT 19B
3920 N OCEAN DR APT 19B	Taxbl $	1,861,607.00	Date	11/4/2015 12	TaxDist	56421	
	Bldg $	2,850,000.00	Book	27922			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1827	NAV		
56434222320020200	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
MOORE EDWARD A JR &	Value $	2,865,000.00	Price $	2,662,000.00	PUSE	CONDOMINIUM	UNIT 20B
3920 N OCEAN DR APT 20B	Taxbl $	1,901,123.00	Date	6/15/2018 12	TaxDist	56421	
	Bldg $	2,865,000.00	Book	29943			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	1418	NAV		
56434222320020210	Acres	1.00	Sales instr	WD	MTG		OASIS SINGER ISLAND CONDOMINIUM
KOYMEN NAIM &	Value $	3,085,000.00	Price $	10.00	PUSE	CONDOMINIUM	PH-B
3920 N OCEAN DR PH B	Taxbl $	3,033,589.00	Date	10/18/2021 1	TaxDist	56421	
	Bldg $	3,085,000.00	Book	33082			
RIVIERA BEACH FL 33404 2890	Land $	0.00	Page	328	NAV		

Property Appraiser GIS - Property Detail list by parcel control number

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Bernard Buxton-Tetteh, Public Works Director

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 130-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the use of the City of Oviedo, Florida Storm Sewer Rehabilitation contract with Flotech Environmental, LLC, for rehabilitation of failing drainage pipes at various locations within the city; authorizing the City Manager to issue purchase orders and work orders not exceeding the amount of $250,000; further authorizing the Chief Financial Officer to make payments from the appropriate budgeted accounts; and providing for an effective date.**

Date: December 02, 2026

CC: General Public

Background:

This resolution authorizes the City to piggyback the City of Oviedo Storm Sewer Rehabilitation Contract awarded to Flotech Environmental, LLC, based on proposals submitted in response to ITB No. 24-20, allowing purchase orders and work authorizations to be issued in an amount not to exceed $250,000 to repair failing drainage pipes at various locations within the city, including the collapsed culvert pipes which connect the City's RC-1D Secondary Canal to the South Florida Water Management District C-17 Canal.

The City of Oviedo, Florida established a services agreement with Flotech Environmental, LLC to provide services for rehabilitation of storm sewer pipes. The initial contract term is for a three-year period from October 14, 2024 through September 30, 2028. The City of Riviera Beach intends to piggyback this competitively bid contract to obtain similar pipe rehabilitation services in compliance with Florida public procurement standards. The City of Oviedo

contract is a competitively solicited cooperative contract that meets the City's purchasing requirements; piggybacking accelerates delivery while preserving competition. Staff is seeking approval to enter into a services agreement with Vortex Services, LLC in an amount not to exceed the budgeted amount of $250,000.

An existing stormwater drainage structure consisting of two 72-inch Corrugated Metal Pipe (CMP) culverts connecting the City's RC-1D secondary canal to the South Florida Water Management District (SFWMD) C-17 Canal was identified during a routine South Florida Water Management District (SFWMD) inspection as having partially collapsed. At the time of this discovery, the SFWMD notified the City of Riviera Beach that corrective actions are required to ensure no risks to public safety and to provide continued maintenance access by SFWMD staff to the C-17 Canal Right-of-Way (ROW). Recent significant rain events and associated flooding of canals in the area have emphasized the urgency of the required repairs to the pipes.

SFWMD and the Army Corps of Engineers have approved the City's proposed repair method of the installation of Cured-in-Place Pipe (CIPP) lining inside the existing pipes. Cured-in-Place Pipe (CIPP) lining is a trenchless rehabilitation process that restores structural integrity to damaged pipelines and has a stated life expectancy of 50 years or longer. The method avoids trenching of properties, is less expensive than traditional dig and replace methods and can be completed in a much shorter time.

Staff of the Stormwater Division have also recently identified other aged outfall pipes in various locations throughout the city which are also in various stages of failure and can be rehabilitated with the installation of CIPP lining.

The services to be procured under this contract supports the City’s ongoing commitment to extend the useful life of public infrastructure and provide a safe and healthy environment for residents.

City Goals:
The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:
Services under this contract will be funded with budgeted project funds.

Recommendation:
Staff recommends a Motion to approve Resolution Number 130-26.

Attachments:
1. Resolution_Number_130-26_Culvert_Repair.docx

3. ITB_24-20_Storm_Sewer_Rehabilitation.pdf
4. City_of_Oviedo_Flotech_Environmental_Agreement.pdf (SECURED).pdf

Resolution Number 130-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the use of the City of Oviedo, Florida Storm Sewer Rehabilitation contract with Flotech Environmental, LLC, for rehabilitation of failing drainage pipes at various locations within the city; authorizing the City Manager to issue purchase orders and work orders not exceeding the amount of $250,000; further authorizing the Chief Financial Officer to make payments from the appropriate budgeted accounts; and providing for an effective date.

Whereas, Public Works Department Stormwater Division is responsible for maintaining canals and connecting stormwater management systems; and

Whereas, the City of Riviera Beach, Procurement Department currently piggybacks off the Florida Sheriff Association, Southeast Florida Governmental Purchasing Cooperative, State of Florida, US Communities, Palm Beach County, National Joint Power Alliance, WSCA, Palm Beach, Dade, and Broward School Board, and other government entities, including local, county, state, and federal; and

Whereas, piggybacking available contracts from other government entities create cost savings for the departments within the City and provides efficient procurement of annually budgeted operating supplies and services, and emergency services; and

Whereas, the Public Works Department is requesting authorization to piggyback City of Oviedo, Florida, contract for Storm Sewer Rehabilitation contract awarded to Flotech Environmental, LLC, for repair of failing drainage pipes; and

Whereas, the Public Works Department is requesting approval and authorization to issue purchase orders and work authorizations Flotech Environmental, LLC in an amount not to exceed $250,000 for the repair services; and

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida as follows:

Section 1. The City Council hereby authorizes the use of the City of Oviedo, Florida Contract for Storm Sewer Rehabilitation, awarded to Flotech Environmental, LLC, for repair of storm sewer pipes.

Section 2. The City Council hereby approves and authorizes the issuance of purchase orders and work authorizations not exceeding the amount of $250,000, to Flotech Environmental, LLC for repair of failing pipes in various locations within the city.

Section 3. That the Chief Financial Officer is authorized to make payments from the appropriate accounts for repair of the collapsed culvert pipes.

Section 4. This Resolution shall be effective immediately upon its adoption.

Passed and Adopted this _____ day of _____, 2026.

Signatures are on the following page.

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah Hall
Certified Municipal Clerk
City Clerk

MOTIONED BY: _____

SECONDED BY: _____

B. GUYTON: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

G. SPIRITIS: _____

F. DAVIS PANIER: _____

Reviewed As To Legal Sufficiency

_____
Dawn S. Wynn
City Attorney

Date: _____

City of Oviedo, Florida

Invitation to Bid (ITB)

#24-20: Storm Sewer Rehabilitation

Purchasing Division
400 Alexandria Blvd.
Oviedo, Florida 32765

TABLE OF CONTENTS

PROJECT: City of Oviedo
Storm Sewer Rehabilitation

Document Number	Title
INTRODUCTORY INFORMATION	
N/A	TITLE PAGE
N/A	TABLE OF CONTENTS
BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT	
00030	INVITATION TO BID
00040	SCOPE OF WORK
00040.1	GROUP I
00040.2	GROUP II
00040.3	GROUP III
00040.4	GROUP IV
00040.5	GROUP V
00040.6	GROUP VI
00040.7	GROUP VII
00045	CONTRACTOR QUALIFICATIONS
00050	GENERAL BIDDING CONDITIONS
00051	PUBLIC ENTITY CRIME INFORMATION STATEMENT
00052	AFFIDAVIT OF BIDDER
00060	CONFLICT OF INTEREST STATEMENT
00070	COMPLIANCE WITH EMPLOYMENT AND ELIGIBILITY REQUIREMENTS
00080	CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES
00100	INSTRUCTIONS TO BIDDER
00200	INFORMATION AVAILABLE TO BIDDERS
00300	BID FORM
00420	DRUG-FREE WORKPLACE CERTIFICATION FORM
00430	TRENCH SAFETY STATEMENT
00440	NON-COLLUSION AFFIDAVIT OF BIDDER
00460	DISPUTES DISCLOSURE FORM
00640	CITY OF OVIEDO INSURANCE REQUIREMENTS
00681	CONTRACT CHANGE ORDER
00700	GENERAL TERMS AND CONDITIONS
00800	ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS
ATTACHMENTS	
ATTACHMENT A	CITY OF OVIEDO BID FORM
ATTACHMENT B	FEMA FEDERAL CONTRACT PROVISIONS
ATTACHMENT C	ELECTRONIC BID SUBMSSION INSTRUCTIONS
EXHIBIT A	STANDARD AGREEMENT FORM

SECTION 00030

INVITATION TO BID

City of Oviedo
Purchasing Division
400 Alexandria Boulevard
Oviedo, Florida 32765

BID NO.:24-20
OPENING TIME: 2:00 pm
OPENING DATE: JULY 11, 2024

THIS IS NOT AN ORDER

You are invited to bid on the following:

BID NO. 24-20
Storm Sewer Rehabilitation

See specifications in the scope section.

The complete set of bidding documents are available through VendorLink at 1-407-222-1885 or www.myvendorlink.com, document number 24-20 or by contacting the City of Oviedo Purchasing Division at purchasing@cityofoviedo.net

FOB Point: City of Oviedo
Terms of Payment: Net 30 days upon acceptance and delivery of invoice.

Bid must be received by the Procurement Manager via VendorLink Electronic Submission system before:

Time: 2:00 pm **Date: July 11, 2024**

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, and denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of Oviedo. To view the City's Nondiscrimination Policy, Plan and Procedures, visit the City's web page at wwww.cityofoviedo.net.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING
Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bids will be immediately opened after the Bid Due Date via Zoom at **www.zoom.us**, **Meeting ID**: 816 0254 6520 **Pass Code:** 413892
You are invited to be present.

State of Florida Tax Exemption Number is 85-8013573053C-0.

END OF SECTION

SECTION 00040

SCOPE OF WORK

INTRODUCTION

The City of Oviedo (City) invites bids from qualified Contractors to perform seven separate services on the storm lines managed by the City. The seven services are:

1. Provision and installation of Resin Impregnated Cured-in-Place Pipe (RICIPP) linings in storm pipes of various sizes at various City locations. (Group I).

2. Injection of flowable fill into cavities or voids along deficient storm sewers. (Group II).

3. Provision and installation of internal joint seals (rubber) in existing storm lines. (Group III).

4. Injection of Chemical Grout into cavities or voids along deficient storm pipes, boxes, and drainage structures. (Group IV).

5. General repair, resurfacing, sealing of structures with a protective coating system. (Group V)

6. Pipe cleaning and root cutting (in pipes). (Group VI)

7. Investigation and video inspection services. (Group (VII)

The City reserves the right to select multiple vendors as convenience dictates. Each project schedule will be agreed upon by the City and the Contractor when the project is assigned.

END OF SECTION

SECTION 00040-1

GROUP I
SPECIFICATIONS FOR
INSTALLATION OF RICIPP LINING -- STORMWATER

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the point repair or full reconstruction of storm water lines by the installation of a resin-impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method will be acceptable.

Curing shall be accomplished by circulating hot water (or other approved method) within the liner tube to cure the encapsulated resin system.

When cured, the finished pipe will be continuous, watertight, and formed to the original conduit.

1.2 QUALITY ASSURANCE/QUALIFICATIONS

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation.

2. The Contractor shall have a minimum of three (3) years' experience with the means and methods utilized in installing RICIPP to include 50,000 feet minimum installed of 8-inch to 60-inch liner in the state of Florida. The Contractor must have wet-out over-the-hole experience in the state of Florida to include at least three (3) installs of large diameter pipe of 30-inch to 60-inch.

3. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The sewers shall be thoroughly cleaned prior to performing the television inspections. The television inspections shall be complete from manhole to manhole. The television inspection shall include video documentation and computer-generated logs to document the inspection. The installation television inspections shall be performed such that the sewer lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain- down/loss. If required, the Contractor will halt inversion in order to video close-up viewing.

4. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and Engineer (or designee) can agree on performance and quality of the inspections, which must be met throughout the Contract. Sewers not inspected to the Engineer's satisfaction shall be re-inspected by the Contractor at no additional cost to the City.

5. All television inspection reports will include physical locations such as street address or street intersection to identify manhole or other locations, which are used to reference where the camera is located.

1.3 REGULATORY REQUIREMENTS

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.4 ITEMS FURNISHED BY THE CITY

The City will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits.

2. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

1.5 SUBMITTALS AFTER AWARD, UPON REQUEST

1. Bidder shall submit upon request the following information regarding quality:
   A. Submit three copies of manufacturer's technical literature and recommended installation procedure.

   B. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project will not mix with storm water, lake water or moisture on inversion/insertion.

   C. A viscosity profile and procedure showing that the resins to be supplied on this project will not absorb/mix with water.

   D. A statement by the Contractor that provides for the City to take a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The City will conduct a water-mixing test (proof of the resin and water not mixing) and the Contractor will

receive and dispose of the sample according to federal, state and local regulations.

E. Submit a schedule or priority list of all work to be completed with proposed start times and estimated completion dates, not to exceed 60 days from start to completion for each task.

F. Submit a list, or log of all material collected in mass unit weight (lbs) after cleaning.

1.6 WARRANTY

1. Installation: Provide a full labor and materials warranty for a period of twenty-four months from the date of acceptance by the City.
2. Liner: Manufacturer's standard warranty.

PART 2 PRODUCTS

1.2 MATERIALS

1. The RICIPP shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential / radial stretching during insertion.

2. The finished RICIPP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to contaminants associated with storm water.

3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.

4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.

5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.

6. A general purpose, Polyester resin or Epoxy Vinyl Ester and catalyst system shall be furnished that provides cured physical strengths specified herein.

7. Physical Strength: The cured RICIP shall conform to the minimum structural

standards, as listed below.

CURED RICIPP	STANDARD	RESULTS
Flexural Stress	ASTEM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTEM D-790	250,000 psi

8. All pipes shall be considered fully deteriorated.

9. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.

10. The Contractor shall submit liner thickness calculations to the Engineer for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions:

    - AASHTO H-20 Live Load with two trucks passing for RICIPP in streets.
    - A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of Ku' = 0.130r shall be used for the installed depths.
    - The long-term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short-term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
    - Safety factor of 2.0 shall be used.
    - Groundwater levels shall be estimated to be at the ground surface.
    - Service temperature range shall be 40 to 140 degrees F.
    - Maximum long-term deflection shall be 5 percent.

11. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair. The Contractor shall verify the length in the field before impregnation.

12. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection, bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre-determined resin / felt ratio shall be as follows:

13. Liner Thickness Chart.

LINER THICKNESS (MM)											
GROUND COVER (FT)	**4**	**6**	**8**	**10**	**12**	**14**	**16**	**18**	**20**	**22**	**24**
PIPE DIAMETER (IN)											
8	6	6	6	6	6	6	6	6	6	7.5	7.5
10	6	6	6	6	6	7.5	7.5	7.5	7.5	9	9
12	6	6	6	7.5	7.5	9	9	9	9	10.5	10.5
14	7.5	7.5	7.5	7.5	9	9	10.5	10.5	10.5	12	12
16	9	9	9	9	10.5	10.5	12	12	12	13.5	13.5
18	9	9	9	10.5	10.5	12	12	13.5	13.5	15	15
21	12	12	12	12	13.5	13.5	15	15	16.5	16.5	18
24	12	12	12	13.5	15	16.5	16.5	18	18	19.5	19.5
27	12.5	15	15	15	16.5	18	19.5	19.5	21	21	22.5
30	13.5	15	15	16.5	18	19.5	21	22.5	22.5	24	27
36	16.5	18	18	19.5	21	24	24	27	27	28.5	30

END OF CHART

1.3 STRUCTURAL REQUIREMENTS

The RICIPP shall be designed per ASTM F-1216, with the following additional requirements.

The design will assume no bonding to the original pipe wall.

External hydraulic design based on acceptable third-party testing and verification of the enhancement factor, K, shall be submitted for review.

The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, must form one homogeneous structural pipe wall with no part of the tube left unsaturated.

The cured pipe material (RICIPP) shall conform to the following structural properties:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D-790	250,000 Psi
Flexural Strength	ASTM D-790	4,500 Psi

Design parameters will be in accordance with ASTM F-1216 Appendix. Design parameters shall be for a fully deteriorated pipe with a long-term flexural modulus of 50% of the short- term modulus and the design safety factor of two (2) remaining unchanged.

If required by the City, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the owner shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in ground curing cycle.

PART 3 EXECUTION

3.1 PREPARATION

Safety - The Contractor shall carry out his operations in strict accordance with all OSHA regulations and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City standards.

1. Prior to Liner Installation:
    A. Cleaning of Storm Water Sewer – It shall be the responsibility of the Contractor to perform light cleaning of internal debris / sediments from the storm water lines, unless the Contractor is directed otherwise. The City shall clear the line of obstruction such as solids, dropped joints, or collapsed pipe that will prevent the insertion of RICIPP. If the City is unable to or chooses not to remove such obstructions, solids etc., the Contractor will be given the option to price the work and submit a proposal for the work to the City for consideration. If the City is satisfied, the work may be given to the Contractor.
    B. Television Inspection – The Contractor shall perform inspection of pipelines prior to lining by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Videotape and a suitable Log of inspection shall be made available and given to the City.

3.2 INSTALLATION

The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the City Engineer or their designee. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, voids between liner and host pipe, and delaminating. All tie - ins should be sealed. The City shall locate and designate all manhole access points for the work, provide rights of access to these points.

1. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If the Contractor is required to clean the pipe, the City shall provide a dumpsite at a sewerage treatment facility. Any hazardous waste material encountered during this contract will be considered as a changed condition.

2. The Contractor, when required, shall provide for the flow of storm water around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the storm water system during the execution of the work of this contract. In the event that storm water backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims.

3. The pipe to be RICIPP lined shall be inspected by a closed-circuit television system with videotaping capabilities. The inspection will verify that the pipe is ready to be lined and a copy of the video of the pipe condition shall be kept / retained for review and given to the City. If any condition is found to exist that prevents the lining of the pipe, or that cannot be removed with conventional sewer cleaning equipment, the Contractor shall notify the City of the condition and review the tape with the City. If an excavated point repair is necessary, the City shall make the appropriate repair, or the City shall issue written authorization to the Contractor to make the necessary repairs and the work shall be paid for as a separate item.

4. The Contractor will be responsible for contacting each home or business in close proximity to the storm sewer to be RICIPP lined. That they will be informed of the work to be conducted and the projected length of time for the lining. The contact shall be by approved letter or door hanger 48 hours prior to work beginning on the affected section of pipe. A personal contact shall be made 24 hours prior to work beginning.

5. Resin Impregnation – The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.

6. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the City at the end of each lining. For every five installations, the City's representative will perform a miscibility test demonstrating that water will not mix with the resin system.

7. A Contractor's representative will remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the City's representative, prior to inversion. The material will exhibit the characteristic of an elastic gel. A water mix test will be performed on site, catalyzed resin shall be placed in a jar and an equal amount of water added, the jar sealed and shaken vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube will be rejected and shall be removed from the site. The rejected liner will be removed from the site and disposed of in accordance to federal, state and local requirements. A pre-liner will be required and the thickness of the entire circumference of the liner will have to meet or exceed the minimum thickness required by the owner. (See Appendix)

8. At the City's request, at no more than 5 times per 10 inversions, a CCTV camera shall be inserted into the pipe to be lined and positioned within 10 feet of the inverting tube in the presence of the City's representative. The representative shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed, the Contractor will immediately stop the inversion and remove the tube from the pipe. The rejected liner will be removed from the site and disposed of in accordance to Federal, State and Local requirements.

9. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.

10. Cool down may be accomplished by the introduction of cool water and air or

other approved method.

11. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed by the City and the Contractor.

12. The discharge of water from the installation of Liner must not be allowed into any surface area waters. Arrangement can be made to discharge into sanitary sewer lines.

3.3 SEALING RICIPP AT MANHOLES

Leakage testing of the pipe shall be accomplished during the cure while under positive head. If the RICIPP fails to make a leak tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP. There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense. Seal and apply Protective Coating System in manhole boxes per Section 09985

3.4 INSPECTION

1. The Contractor shall inspect all piping to assure that the RICIPP is free from defects in materials and workmanship.

2. Video digital file shall be provided to the City showing the completed work. The digital file shall include the pre-installation footage, the tube inversion / installation footage (when required) and the post-installation footage. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING DIGITAL FILE / DVD.

3. RICIPP samples shall meet or exceed the specified structural properties of:

Property Results	Test Method	Minimum Test Result
a. Modulus of Elasticity	ASTM D-790	250,000 Psi
b. Flexural Strength	ASTM D-790	4,500 Psi

4. Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).

5. Visual inspection of the CIPP shall be in accordance with ASTM F-1216, section 8.6.

6. IR Spectrum fingerprints must be submitted and approved prior to payment.

7. At least one (1) Miscibility Test will be performed on-site for each five installations. See Appendix.

8. No payments will be made for rejected liner tubes or for liner tubes not meeting this specification requirements including testing.

3.5 DISPOSAL OF DEBRIS

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.

2. The Contractor shall remove all solids or semi-solids resulting from the operations from the site. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.

3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel. Exception being, if the Contractor is required to clean the pipe, the City shall provide a dumpsite at a sewerage treatment facility.

3.6 END OF PROJECT SUBMITTALS

One video digital file copy shall be submitted that shows the conduit prior to lining, the liner being inverted through the pipe in-situ demonstrating that the resin does not drain out of the saturated liner tube and the final inspection of the completed conduit lining. Certificates of Authenticity compliance for each shipment of resin and thickener from the resin manufacturer with an IR Spectrum Analysis of both materials from the Contractor, which certifies that all materials meet or exceed ASTM F-1216. Calculations for determining the cured liner tube thickness for each lining shall be submitted prior to installation of the saturated liner tube. All submittals shall demonstrate detailed compliance with the provisions of the contract documents.

3.7 PRICING, TIME FRAME AND EXTRA WORK

Price and payment for pipe liner will be full compensation for furnishing and installing the pipe liner in accordance with the requirements of this Section, including all materials, labor and incidentals required to dewater and clean host pipe, dispose of all silt and debris, seal cracks and joints in the host pipe, and seal and grout the annular space between the liner and interior of the host pipe.

All pricing must include pre and post video inspection of storm water lines and all light cleaning necessary to be done before inspection and installation of the RICIPP liner. Prices also to include any or all de-watering and plugging and pumping that might become necessary in the performance of job.

Installation of RICIPP must be done in a timely manner. Work must be initiated, executed and completed in no more than 60 days after Notice To Proceed (NTP) is received by Contractor. The NTP will be preceded by a work order listing location, costs, pipe sizes etc.

Extra Work: Contractor may be asked to provide costs associated with the following additional activities on any a site-specific basis. 1) Pipe Joint Sealing: To seal leaking joints in a storm line with chemicals, cementitious grouts etc. 2) Man Hole restoration / Grouting: To repair, grout or restore (rehab) storm manholes. 3) Storm water pipes in the 6" to 15" dia. range may also be needed for RICIPP lining.

PART 4 APPENDIX

4.1 CHEMICAL THICKENED SYSTEM MISCIBILITY GUIDELINES

Purpose: The purpose is to define properties that the resin / resin-impregnated flexible tube must have to perform effectively and consistently in all field conditions.
Scope: All resin / resin-impregnated flexible tube materials used must have the following properties (greater than 1.5 million centipoises):

1. Must react/ perform in the presence of water.
2. Must withstand submergence in water without degradation (pre-cure and post-cure).
3. Must prevent the passage of water through the sewer pipe joint (infiltration).
4. Must stay at a constant viscosity during reaction period.
5. Must stay in the confines of the host pipe being rehabilitated.
6. Must not produce slugs that require excavation.
7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter.
8. Residual must not impede on downstream lines or water tables.
9. Must withstand internal exposure to sewage/chemical specified.

4.2 MISCIBILITY TEST PROCEDURE

1. Resin + Chemical Thickener + Catalyst premixed at wet-out facility.
    A. Fill: test tube/glass-pint jars half full with material. When mixed in the proper proportions and stored at temperatures above 40F,

thickening will be complete in 18-24 hours. Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid and mix by shaking. Resin system will be immiscible

2. Resin + Chemical Thickener.

B. Mix a 50/50, by volume, mixture of resin + thickener in a glass-test tube/glass-jar. The mixture will thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non-flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system will be immiscible

All samples / waste should be disposed of properly and in according with State and Federal Regulations. For a more scientific approach-quantifying rate of thickening, see TIME-TEST VISCOSITY METHOD (ASTM D-1545)

END OF SECTION

SECTION 00040-2

GROUP II
SPECIFIATIONS FOR
INJECTION OF FLOWABLE FILL INTO CAVITIES OR VOIDS ALONG DEFICIENT STORM SEWERS

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and tools necessary to inject flowable fill into cavities or voids along a deficient storm sewer. Contractor is responsible for restoring site work area to original condition upon completion.

1.2 QUALITY ASSURANCE

Qualifications: The Contractor shall have a minimum of three (3) years' experience with the means and methods of the materials utilized and the installation procedures.

1.3 REGULATORY REQUIREMENTS

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable Federal, State, Regional and Local agencies.

1.4 ITEMS FURNISHED BY THE CITY

1. The City will be responsible for the following items pertaining to the work specified herein:
    A. Necessary local permits.

    B. Any repairs and / or unordinary obstruction removal necessary to prepare area for work.

1.5 WARRANTY

Installation: Provide a full labor and materials warranty for a period of twenty-four months from the date of acceptance by the City.

PART 2 PRODUCTS

2.1 MATERIALS

Flowable fill will be a self-leveling, low-density cementitious back-fill material that attains 100% compaction without tamping or vibrating. It will be capable of replacing

compacted soils as a structural fill that drains and is no stronger than the surrounding soil after it has obtained its ultimate strength.

PART 3 EXECUTION

3.1 PREPARATION

The Contractor shall carry out his operations in strict accordance with all OSHA Regulations, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City/County/State standards, depending on the jurisdiction of the roadway.

3.2 DISPOSAL OF DEBRIS

Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains. All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.

PART 4 PAYMENT

When the item of flowable fill is included in the Contract, payment will be made at the Contract unit price per cubic yard. Such price and payment will include all cost of the mixture, in place and accepted, determined as specified above. No measurement and payment will be made for material placed outside the neat line limits or outside the adjusted limits, or for unused or wasted material.

END OF SECTION

SECTION 00040-3

GROUP III
SPECIFICATIONS FOR
INTERNAL JOINT SEAL (RUBBER) FOR STORM WATER PIPES

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of Internal Joint Seals (rubber), in existing storm water lines.

Only one mobilization fee will be paid per work order issued. The fee paid will be based on the largest diameter seal installed or whichever fee is the highest dollar amount within the work order issued. Storm system dewatering and bypass pumping may not be necessary for every job requiring internal joint seal installations. Dewatering fees will be paid for every storm system that requires dewatering and will be based on the largest diameter of seal installed. The Contractor's representative and the City's representative will agree upon the mobilization fee and dewatering fees (if required) upon issuance of a work order and notice to proceed.

1.2 QUALITY ASSURANCE / QUALIFICATIONS

Installer shall have one (1) year experience with the seal to be furnished and in the work described herein. The seal technology furnished shall have a minimum installed history of three (3) years and require approval by the City. Only seal technologies having an approved testing mechanism will be approved.

1.3 REGULATORY REQUIREMENTS

The Contractor shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable Federal, State, Regional and Local agencies.

1.4 ITEMS FURNISHED BY THE CITY

The City will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits.

2. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

1.5 WARRANTY

1. Installation: Provide a full labor and materials warranty for a period of two (2) years

from the date of acceptance by the City. Some repairs and / or extra-ordinary obstruction removal necessary to prepare line section for work.

2. Seals: Manufacturer's standard warranty

1.6 SUBMITTALS AFTER BID OPENING UPON REQUEST

1. Submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

2. List of equipment to be used.

3. Technical data for proposed internal joint seal, including application instructions, and product data.

4. Acknowledgement that products submitted meet requirements of standards referenced.

5. Safety training documentation to be submitted prior to award.

6. Copies of joint repair records.

1.7 REFERENCES

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

1.8 DELIVERY STORAGE AND HANDLING

1. Deliver material in manufacturer's original unopened containers with labels intact.
   A. Rubber membranes shall be individually sealed in plastic bags and packaged in a manner that will not damage or deform them.

   B. Labels shall indicate comments and expiration date of material.

   C. Membrane shall not be removed from plastic bag until time of use.

   D. Membranes shall be stored in a cool dry environment away from direct sunlight.

PART 2 PRODUCTS

2.1 MATERIALS

1. Joint Liners:

A. EPDM rubber derivative membrane manufactured in accordance with ASTM- C923.

a. Material shall be of a resilient EPDM rubber and have a minimum width of 10.5 inches.
b. The volume change of rubber shall not exceed 10 % maximum of original by weight after immersion in fresh water at 70 ^{0} C for 48 hours.
c. Seals must withstand a minimum of 200 lbf/in. before tearing.

B. Joint Liner Splicing

a. As a test, the seal shall be gripped at a point 6 in. on each side of the splice and shall be bent in both directions as sharply as possible. The splice shall be capable of passing this bend test without visible separation. No voids or cracks are allowed.

C. Bands:

a. Bands for securing rubber membrane across piping joints shall be Type 304 non- magnetic stainless steel, manufactured in accordance with ASTM-A167.
b. Stainless steel bands shall be rolled to the radius of the pipe being renewed.
c. All shop and field welds to be made by certified welders with a minimum of 2 years' experience on Type 304 alloy.
d. Weld wire to be T-308 AWS class A5.9.
e. Field welds are to be made with coated electrode 308/308H, AWS class A5.4.
f. All material specifications to be certified.

D. Cement Mortar:

a. For pipe joint scaling and preparation shall be fast setting type and in accordance with ASTM-C150.

E. Liquid Joint Lubrication:

a. Liquid joint lubrication to assist in installation of the rubber membrane and bands shall be non-toxic vegetable based.
b. It shall not deteriorate in storage (2 years); work well from 00 to 1200 F; shall not adversely affect synthetic rubber gaskets.
c. It shall not be petroleum based and shall not support growth of bacteria.

PART 3 EXECUTION

3.1 PREPARATION

1. Safety - The Contractor shall carry out his operations in strict accordance with all OSHA Regulations. Fall Protection Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the Contractor shall be responsible for implementing traffic control procedures in conformance with City/County/State standards, depending on the jurisdiction of the roadway.

2. Prior to fitting, seals should be given a good visual examination; if quality of material construction is in doubt, the seals must not be used.

3.2 CLEANING

1. Storm water lines shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. All material loosened by the cleaning operations shall be removed at nearest manhole and shall be recorded in pounds (lbs.) of material removed.

3. All surfaces of the structure shall be cleaned with high-pressure hydro jet sprayer with an operating pressure of at least 3500 psi.

4. Structure shall then be pressure rinsed with water.

5. Prevent damage to pipeline, if damaged, it should be repaired at no cost to the City.

6. <u>Television Inspection:</u>

a. Storm water line sections to be lined shall be TV inspected with a video recording by the Contractor, noting locations of all obstructions.

b. No joint repairs shall be performed until the stormwater line has been properly prepared. If the stormwater line is unacceptable for internal joint sealing, the Contractor shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. The Contractor shall perform additional cleaning where necessary.

3.3 JOINT PREPARATION

The area of the pipe where the actual "lip seals" make contact, must be prepared to provide a consistent, permanent seal. All imperfections on sealing surface must be removed by scraping or grinding. Any "deep" imperfections shall be properly filled to the full depth with a non-toxic, quick setting, joint filler (plaster or cement mortar) and rendered "flush" with internal surface of pipe. The pipe should be pre-marked with grease chalk to define preparation areas clearly. In case of concrete pipes, it may be necessary to apply a coat of approved epoxy to the preparation area where the seal will be placed, and/or inject joints with chemical grout to stop water intrusion.

3.4 SURFACE PREPARATION

Immediately prior to fitting the seal, the area must be cleaned with a dry brush, and coated with lubricant. Lubricant shall be non-toxic (vegetable based), and "hand applied" so as not to pick up any dirt.

3.5 POSITIONING THE SEAL

1. Prior to placement of seal, the ground shall be grouted and stabilized and there should be no infiltration of water or sand in the joint areas.

2. Before fitting the seal in place, check to see it is not damaged and test unit is tight.

3. Using chalk marks as guides, position seal accurately on the prepared area, bridging the joint gap.
4. Locate test unit in the seal at 9 o'clock or 3 o'clock position; parallel to the joint gap.

3.6 POSITIONING RETAINING BANDS

1. Place three stainless steel bands in the "grooves" provided in the seals. This will transmit the "radial load" evenly to the seal as bands expand.

2. Lock the bands temporarily in position and check for proper alignment before final tightening of band.

3. Tighten bands to the manufacturers recommended torque.

3.7 PRESSURE TESTING

1. Internally sealed areas shall be individually pressure tested.

2. In test 1, used on each section of the pipe after 30 minutes of fitting the seal, a pressure of 10 psig is applied to the seal and a soap and water solution is used to detect any leaks.

3. To prevent excessive ballooning of the center membrane, a restraining device is locked on its expanding position during testing.

4. In test 2, a pressure of 5 psig is applied to the seal through the test valve and maintained, while a soap and water solution is used to detect leaks.

5. Following the tests, the test valve of the seal is plugged.

3.8 INSPECTING

1. After the work is completed, the Contractor shall provide the City with a digital file or DVD showing the completed work, including, the restored conditions. Extremely large diameter pipe will require the use of a handheld video camcorder for post-installation verification. Smaller diameter pipe shall have the post-installation verification done with CCTV recording equipment. NO INVOICE WILL BE INITIATED FOR PAYMENT WITHOUT ACCOMPANYING DIGITAL FILE OR DVD.

3.9 DISPOSAL OF DEBRIS

1. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.

2. All solids or semi-solids resulting from the operations shall be removed from the site by the Contractor. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.

3. Disposal shall be at a suitable site selected by the Contractor and approved by the appropriate jurisdictional personnel.

4. Provide a log of debris collected in pounds (lbs.).

END OF SECTION

SECTION 00040-4

GROUP IV
SPECIFICATIONS FOR
INJECTION OF CHEMICAL GROUT INTO CAVITIES OR VOIDS ALONG DEFICIENT STORM PIPES AND DRAINAGE STRUCTURES

PART 1 GENERAL

1.1 SEALING JOINTS FOR EXISTING PIPE USING CHEMICAL GROUTING

Select the appropriate chemical grouts and additives, in accordance with ASTM 2304. Furnish all equipment, material, and labor necessary to clean, inspect, test, and seal pipe joints. For pipe sizes larger than 42 inches, utilize the method and grout recommended by the manufacturer. Supply a copy of the method 14 days prior to the start of work to the Engineer for review. Provide the Engineer with a certification from the manufacturer that the chemical grout and additives selected are the correct products for the specific application and conditions at the locations specified in the Contract or Work Document.

PART 2 REPORT SUBMISSION

2.1 DELIVERABLE

Submit a report to the City which contains a minimum of the following:

1. Location of the sewer pipe section.
2. Type of pipe material and diameter.
3. The test pressure before and after sealing and the duration of the test.
4. The volume of grout material used to seal each joint.
5. The actual set time.
6. The grouting material used including additives & their respective quantities.
7. Video recording which must include testing and sealing operations for each joint (including inflation and deflation over the joint). Video recordings must meet the requirements in 430-4.8. The grout must be visible on the video recordings.

PART 3 PAYMENT

3.1 PRICING AND PAYMENT

Price and payment will be full compensation for all equipment, materials and labor required including video recordings. Payment will be made under the items specified in the Bid Price Proposal.

END OF SECTION

SECTION 00040-5

GROUP V
SPECIFICATIONS FOR
GENERAL REPAIR, RESURFACING,
SEALING OF STRUCTURES WITH PROTECTIVE COATING SYSTEM

PART 1 GENERAL

1.1 SCOPE OF WORK

Seal inlets, manholes, and junction boxes, including the structure's base, walls, top slab, riser, cone, and inlet tops. Seal pipe joints minor cracks, and lift holes, with chemical grout. Seal storm pipe joints of various diameters by the man-entry internal joint sealing method on pipes that are otherwise in sound physical condition.

1.2 EQUIPMENT

Supply the necessary equipment, including chemical containers, pumps, regulators, valves, hoses and fittings for injecting the materials. Use manufacturer recommended tools and equipment to install internal joint seal in accordance with manufacturer's instructions.

1.3 SAFETY

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress.

1.4 STORMWATER FLOW CONTROL

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water at an approved location by the Engineer. Furnish all equipment and labor. When the depth of flow in the storm pipe section being worked on is considered excessive, such that it would prevent successful joint seal installations, reduce the flow depth to an allowable level of 0 to 2 inches, by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with the manufacturer's procedures.

PART 2 PRODUCTS

2.1 MATERIALS

1. CHEMICAL SEALING OF DRAINAGE STRUCTURES

   All materials containers must be undamaged and unopened and show the manufacturer's original labels. Select hydrophobic polyurethane foam sealing materials that meet the specific sealing requirements of each site. Hydrophilic

gel sealing materials must meet the following requirements:

- Uncured Viscosity is less than 900 cps
- Cured Gel
- Insoluble in water.
- Elongation minimum 200% as measured per ASTM D 638
- Tensile Strength minimum 25 psi as measured per ASTM D 638
- Hydrophobic polyurethane foam sealing materials must meet the following requirements:
- Uncured Viscosity is less than 900 cps
- Cured Foam
- Water absorption is less than 1% as measured per ASTM D-2127
- Shrinkage is less than 1% as measured per ASTM D-2126
- The cured polyurethane foam must adhere tightly to the pipe materials during wet and dry periods.
- Use epoxy resin compounds that meet the requirements of Section 926.
- To repair the structure, use a non-shrink grout product that meets the requirements of Section 934.

2.2 MAN-ENTRY INTERNAL JOINT SEALS

1. FLEXIBLE SEALS

   Use a permanent, non-corrodible one-piece circular seal that can withstand an internal pipe pressure of 300 pounds per square inch and external head pressures in excess of 100 feet. The material must be an EPDM Rubber Membrane for use as a joint liner material. The material must be microbiological growth resistant when used in potable water, storm water, sea water or in humid aerobic conditions. The volume change of the material must not exceed 3% after immersion in water at 212 degrees F for 70 hours. The seal must be manufactured in compliance with ASTM-D 3900, ASTM-D 3568 and must have designation M4AA710A13B13C12Z1Z2Z3 in accordance with ASTM-D2000. The seal must have definitive locations for the three stainless steel bands which hold it in place. The seal must have ribbed sections on each side of the joint to assist in making the fit between the seal and pipe airtight. A test air valve must be installed in the seal for conducting pressure tests. Each joint seal must be clearly numbered with the corresponding joint number in permanent manner.

2. STAINLESS STEEL BANDS

   Use circular stainless steel bands to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands must be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal across piping joints must be

Type-316 and manufactured in accordance with ASTM-A479. The bands must be rolled to the radius of the receiving pipeline. The cleated ends of the band must be welded with T-316 alloy wire. All shims and wedges must be Type-316 material, as required for the stainless steel bands.

3. CHEMICAL SEALING MATERIALS
Chemical sealing materials must have the following properties: react quickly to form a permanent water tight seal; be flexible and immune to the effects of wet/dry, freeze thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable. Chemical joint sealing material must be acrylic resin type and furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system.

4. LIQUID JOINT LUBRICANT
The liquid joint lubricant to assist in the installation of the seals and bands must be non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years and must have a soft pasty consistency suitable for use in temperatures between 0°F and 120°F. The lubricant must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. The lubricant must not support the growth of bacteria or contain any petroleum-based oil or grease

5. THREAD SEALING COMPOUND
Use a paste-type thread sealing compound with polytetrafluoroethene components.

6. HYDRAULIC EXPANDER UNIT
Use a hydraulic expander unit for installation of expansion bands capable of hydraulic expansion pressure of 6,000 pounds per square inch.

2.3 INSTALLATION

1. CHEMICAL SEALING OF JOINTS
Clean all surfaces and remove the debris. Carefully drill a minimum of four insertion holes near the bottom of the structure's wall. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom holes first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the surface. Remove surplus material. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed.

2. PIPE CULVERTS AND STORM DRAINS

Clean pipe joints. Inspect and video each joint before and after sealing. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed. Install joint sealing materials per the manufacture's recommendations.

For hydrophobic urethane foam, drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom hole first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the pipe surface. Remove surplus material.

3. MAN-ENTRY INTERNAL SEALING OF JOINTS

Use flexible seals individually sealed in plastic bags and packed in a manner that will not damage or deform them. Store seals in a cool, dry environment and not exposed to direct sunlight. Examine each seal prior to fitting. Place particular attention on the ribbed sections of the seal. Clean the pipe joint section that will support the seals. Remove debris or deposits from the pipe walls and remove by hydraulic vacuum. Use subaqueous power tools if any hard scale or stubborn debris remains after hand brushing. Clean all joint gaps of debris before any installation is performed. Once cleaned, fill the joint gaps with chemical sealing material as specified in 430-1.3.3 Remove any surplus grout and the surface left flush. Provide a smooth, continuous backing for the seal. Remove any surface imperfections by grinding or scraping. Fill any deep imperfections by properly applying the approved joint filler. Provide a smooth surface for the seal. Pre-mark the seal area to clearly define the seal position.

Check the seal for any damage and ensure the test valve is tight before fitting the seal in place. Locate the test valve in the seal at either the 9 o'clock or 3 o'clock position. Position the seal parallel and centered on the joint gap. Before expanding the steel bands in the seal grooves, place stainless steel radius shims underneath the wedge area in the grooves. If two- or three-piece bands are used, temporarily lock the bands into position by means of a special overlap locking device over the wedge area. Use a hydraulic expander to apply pressure to the ends of the retaining bands, and a radius wedge fitting between the exposed gap and the expanded band ends. As the hydraulic expander is positioned with the retaining band, care must be taken to ensure that the band remains in the groove of the elastic seal and does not move or become dislodged. Select a size of wedge having an interference fit between band ends. Tap the wedge (leading edge first) into position, locking in the compression seal. Repeat the procedure on the second retaining band of the seal, allowing 30 minutes between expansions. Each joint must have three retaining bands in place. Once the expanding procedure is complete, tighten the overlap locking device for the wedge, if required, to a torque of 1.25-foot pounds.

2.4 MATERIAL REFUSAL PRESSURE

1. CHEMICAL JOINT SEALING
   Sealant refusal pressure must be a minimum of 5 pounds per square inch. Do not exceed 10 pounds per square inch.

2. FLEXIBLE SEAL TESTING
   There are two individual pressure tests applied to the seal before closing the pipeline. The first test is applied after each section has been completed and not before 30 minutes have elapsed after the final fitting of the seal. A pressure of 10 pounds per square inch is applied. Because of the excessive ballooning the center membrane of the seal (that will occur at this higher pressure), a restraining device called a “test band” is fitted over the seal during the test. Soap and water is used to detect any leak. In the second test, 5 pounds per square inch is introduced through the valve. This pressure is sustained while a soap and water test is applied to outer edge and entire body of the seal. The Engineer may request proper testing of structural properties of seals or related components before any installation is performed. If any of the seals are tested and found to be defective after installation, replace the defective seals, at no cost to the City.

2.5 RECONSTRUCT INVERT BENCHES

Install the sealant before grouting the structure. Remove all grease, laitance, loose bricks, mortar, unsound concrete, and debris. Water blasting, wet or dry sandblasting, acid washing, and other cleaning agents such as concrete cleaners, degreasers, or other chemicals, may be required to properly clean the surface. Expose sound concrete walls and invert material. Apply non-shrink cement grout to the structure walls. Reconstruct or repair the drainage structure invert bench according to the Florida Department of Transportation (FDOT) Standard Plans Index 430.

2.6 FINAL ACCEPTANCE

Submit all warranties provided by the manufacturer for the specific products included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the City. Submit all documents associated with or describing any such warranties to the City along with other project final acceptance documents and deemed to be a part of the required final acceptance documentation. Do not take any action or fail to act in any way which voids any such warranties. All subcontracts must contain similar provisions which require subcontractors to assign any such warranties to the City.

2.7 METHOD OF MEASUREMENT

The quantity to be paid for will be the number of joints, per each, cleaned, sealed and accepted by the Engineer.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for all work specified under this section including all ancillary items to complete the work.

END OF SECTION

SECTION 00040-6

GROUP VI
SPECIFICATIONS FOR
PREPARATORY CLEANING AND ROOT REMOVAL

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the preparatory cleaning of sewer lines and manholes as needed prior to the internal inspection of the sewer lines and the cleaning of manholes prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment, and services required for cleaning the specific sewer lines and manholes.

1.2 BACKGROUND

The intent of sewer line cleaning is to remove foreign materials from the lines and manholes and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of other phases of work depends a great deal on the cleanliness of the lines and manholes, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. Sewer line cleaning shall be performed with hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of equipment shall be based on field conditions such as access to manholes, quantity of debris, size of sewer, depth of flow, etc.

1.3 HYDRAULICALLY PROPELLED EQUIPMENT

The equipment used shall be of a movable dam-type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

1.4 HIGH VELOCITY JET (HYDROCLEANING EQUIPMENT)

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two (2) or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15" to 45" in all size

lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

1.5 MECHANICALLY POWERED EQUIPMENT

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod-type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

PART 2 WORKMANSHIP

2.1 GENERAL

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire sewer section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

2.2 CLEANING PRECAUTIONS

During all cleaning and preparation operations, all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which -depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

2.3 MATERIAL REMOVAL

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section

being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage pumping equipment, shall not be permitted. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains, or other sanitary sewers.

The Contractor is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale of others, or any means other than those given above. All sludge or other debris removed during these operations shall become the property of the Contractor and as such, any load of material, or any portion thereof, disposed of in a non-permitted fashion shall become the sole responsibility of the Contractor. Any fines or clean-up costs associated with such dumping shall be paid by the Contractor; if necessary, monies shall be withheld from any monies due the Contractor until restitution is made.

2.4 DISPOSAL OF MATERIALS

All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor in a legal and sanitary manner as approved by appropriate authorities, at the Contractor's cost. Copies of records of all disposals shall be furnished to the City, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each work day. Under no circumstances will the Contractor be allowed to accumulate any type of debris on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to City of Oviedo.

2.5 ROOT REMOVAL

Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed, or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or at the completion of the root removal operation, depending on the manufacturer's recommendation, and grouting will take place to remove infiltration. Contractor shall capture and remove all roots from the line.

2.6 CHEMICAL ROOT TREATMENT

To aid in the removal of roots, manhole sections that have root intrusion shall be treated with an acceptable, non-systemic herbicide which will kill roots but which will not permanently affect parts of trees distant from the treated roots. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to

surrounding vegetation. The active ingredient shall not adversely affect the performance of the wastewater treatment facility. Any damaged vegetation so designated by the City shall be replaced by the Contractor at no additional cost to the City. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

2.7 ACCEPTANCE OF CLEANING OPERATION

Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, the City may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television inspection, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through the squeegees and/or sponges shall be ''performed until the television camera lens will no longer be submerged. This requirement may be waived by the City if the water, in which the camera lens is submerged, is clean enough to allow the identification of pipe defects, cracks, holes, and location of service taps.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for pipe cleaning and root cutting, including dewatering (when necessary) and all equipment and work specified in this Section.

END OF SECTION

SECTION 00040-7

GROUP VII
SPECIFICATIONS FOR
INVESTIGATE AND VIDEO INSPECTION SERVICES

PART 1 GENERAL

1.1 SCOPE OF WORK

Inspect pipes and storm sewers as shown in the Contract Documents. Provide video and a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system inspected and videoed.

1.2 VIDEO EQUIPMENT AND REQUIREMENTS

1. INSPECTION AND VIDEO

   Comply with OSHA Confined Space Standard, 29 CFR Part 1910.146. Manual inspections may be required in order to determine the extent of damage. Pipe walls in areas of concern should be sounded to identify any structural degradation.

   Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

   Provide a high-quality color video with a minimum resolution of 720 X 480 in a delivery method acceptable to the Engineer. Include a narrative stating the location and explanation of deficiencies with the video. The video image must be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. Provide identification in the video before each section of pipe filmed, including the pipe location, the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, and the date and time. Indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Provide the Engineer with copies of these notes along with the video.

   Move the camera through the pipe at a speed of approximately 15 feet per

minute but not greater than 30 feet per minute, unless otherwise directed by the Engineer. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. The number of units of equipment on hand must be adequate to insure the completion of the work.

Ensure that all equipment to be used is in safe working condition. Repair or remove from the job equipment that is not in safe working condition.

The camera must be operative in 100% humidity conditions. Provide a view of intersecting pipes and drainages structures without diverting from the primary inspection route.

Video the entire circumference of all joints, pick-up holes, and any other suspect areas in order to identify any deficiencies along the entire perimeter of the joint. At every joint and structure, and at significant defects, stop the camera and rotate the camera's view a full revolution to document and measure defects. View all suspect areas in such a way as to make a clear analysis of the system. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

At any time during the video inspection, the Engineer may declare the work unsatisfactory, and no payment will be made for that section of the work.

Perform video inspections on clean dry lines. Inspect storm sewers for cleanliness before the start of video inspection.

Dewatering will be incidental to the other pay items. Do not perform inspections where the flow depth exceeds 5% of the pipe or drainage structure's cross-sectional area, without the prior approval of the Engineer.

Desilting, as necessary to perform the video inspection, will be paid separately. Note the conditions of intersecting pipes and drainage structures on the report and video for the project.

2. WRITTEN REPORT AND GPS DATA COLLECTION

Prepare a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system videoed.

The map must include, but is not limited to, the City/County or State roadway, intersecting side streets, the location of all inlets and manholes, and the diameter and length of all pipes videoed.

The report must include, but is not limited to, deficiencies such as cracked

pipes, joint leaks, failed patches, subsidence, intrusions, stained pipe, and significant defects. Specify the coordinate location of each deficiency in the report in the same chronological order as the video. Note the conditions of intersecting pipes and drainage structures on the report and video.

Include GPS coordinates of storm drainage lines locations including type/size/shape of any inspected drainage lines. GPS location point readings should be taken at the center of each structure or grate.

Document defects identified during this review and submit inspection logs.
Include the following in the report:

1. Date, project name, and project number.

2. Street names with starting and ending points.

3. Identify the type of structure, locations, and number (if available).

4. Distances using a tape measure or roll-a-tape

5. Coordinate locations of pipe/culvert/drainage structure deficiencies (i.e. bad joints, offset joints, breaks, or leaks).

6. Centerline distances between structures (if available).

7. Inspection video indicating the structure type/number, coordinates, rim elevation, pipe invert, counter display, and any other relevant data.

8. Coordinate point location (X, Y, Z fields) to represent latitude and longitude in North American 1983 Datum. Precision shall be to the seventh decimal for X and Y, and to the tenth for Z (ex. 25.217111, - 80.3683639, 10.5').

9. A separate column identifying whether it is the begin or end point, change of direction or change of size etc.

10. A written report indicating drainage structure numbers and video counter display numbers

11. Pipe diameter in inches (18", 24", 36", etc.)

12. Pipe material (reinforced concrete, corrugated, galvanized, high density polyethylene, etc.)

13. Pipe shape (round, elliptical, square, rectangular)

14. A detailed map of the storm water drainage system as videoed
    Catalog inspection information gathered on inspection forms to produce a report of deficiencies. The expected deliverables must be in a data format that is compatible with ESRI's ArcGIS 10.1 and above; a PDF file of the inspection report cataloging the inspection results; video version of the report showing the inspected pipe;

spreadsheet file (.xls format) indicating the structure locations with pipe start and end points, and their associated material, location, identification number, referenced plan set (if available), etc. Results will be made available on computer programs compatible with City systems. Submit a complete copy of the final project report and map to the City within 14 days of completion of all work order documents.

PART 3 PAYMENT

3.1 METHOD OF MEASUREMENT

The quantity to be paid will be the distance, in feet, that the camera physically traveled during inspection of the location specified in the Contract Documents. The distance the camera travels prior to inspection will not be paid.

3.2 BASIS OF PAYMENT

Price and payment will be full compensation for video inspection and reporting, including dewatering (when necessary) and all equipment and work specified in this Section.

END OF SECTION

SECTION 00045

CONTRACTOR QUALIFICATIONS:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

COMPANY NAME: Flotech Environmental, LLC

Address of Principal Place of Business: 657 South Drive, Suite 401

City/State/Zip: Miami, FL 33166

Phone: (866) 299-3323 Fax: N/A

Name of primary Contact: Jose L. Ferre Email: estimating@flotechllc.com

REMIT-TO ADDRESS: 657 South Drive, Suite 401

City/State/Zip: Miami, FL 33166

TYPE OF ORGANIZATION:

_____ Sole Proprietorship	_____ Partnership	_____ Non-Profit
_____ Joint Venture	_____ Corporation	✓ Other: Limited liability company (LLC)

State of Formation: Florida Federal ID # 45-4556187 DUNS # 047123115

(The City only requires a Federal Tax ID Number, not a Social Security number.

EMERGENCY CONTACT PERSON: Yinet Quintana

Phone: 305-505-5565 Fax: N/A Cell: 305-505-5565

INSURANCE COMPANY NAME: USI Insurance Services, LLC/CL

Agent Contact: Brian Peralta Phone: 305 669-6000

EXPERIENCE:

Years in business: 12

Years in business under this name: 12

Years performing this scope of work services (Minimum 3 years required): 12

Group I – Installation of RICIPP Lining – Stormwater

Years of experience: 12

Installation of 50,000 LF of 8-60inch liner in the State of Florida (Yes) No

Three (3) installs of large diameter pipe of 30-60inch pipe (Yes) No

If yes, please complete the following:

Project	Client	Description
Broward County PNC2122793B1	DP Development, LLC	2792 LF CIPP lining, 12" to 36" of CIPP lining of Riverside Drive between Royal Palm Blvd and Atlantic Blvd
FDOT E7P38-R0	FDOT District 7	1,149.3 LF CIPP, 0 to 48"
FDOT E1V45-R0	FDOT District 1	2,989.5 LF CIPP Lining, 0 to 48"
FDOT E5X53	FDOT District 5	215 LF CIPP lining, 0 to 60"

(See Group I section 1.2 paragraph 2 for details on experience qualifications)

Group II – Injection of Flowable Fill Into Cavities or Voids Along Deficient Storm Sewers

Years of experience: 12

Three (3) years' experience with the means and methods of the materials utilized and the installation procedures (Yes) No

If yes, please complete the following:

Project	Client	Description
Y17-1119: Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services [Nov 2020]	Orange County	36,896 CF Flowable Fill
FDOT E4S67; Broward SD Maintenance & Repairs [Apr. 2020]	FDOT District 4	43 CF Flowable Fill Injection
Y20-102-RM: Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services [Jan 2023]	Orange County	99.5K CF cement-based grout injection

(See Group II section 1.2 paragraph 1 for details on experience qualifications)

Group III – Internal Joint Seal (Rubber) for Storm Water Pipes

Years of experience: 12

One (1) year of experience with the seal to be furnished: Yes / No

Seal technology furnished has three (3) years of minimum installed history: Yes / No

If yes, please complete the following:

Project	Client	Description
Storm Drain Maintenance & Repairs [Jan 2014]	Indian Creek Village	20 internal joint seals
E5V32 [Feb 2023]	FDOT District 5	Installation of internal band seals [0-36"]
Y17-1119 Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services [Nov 2020]	Orange County	Installation of internal band seals, 2.8K LF storm pipe joints sealed (15 to 72 in.)

(See Group III section 1.2 paragraph 1 for details on experience qualifications)

Group IV – Injection of Chemical Grout Into Cavities or Voids Along Deficient Storm Pipes and Drainage Structures

Years of experience: 12

Three (3) years' experience with means and methods of the materials utilized and the installation procedures: Yes / No

If yes, please complete the following:

Project	Client	Description
Broward County Project 512, Improvements to Pine Island Road [Feb 2014]	M.Villa & Associates	220 LF chemical grout sealing, chemical grout sealing of 10 structures/manholes
E4U40 [Oct 2019]	FDOT District 4	Chemical grout repair stormwater 0-24"
E8T42 Florida Turnpike Culvert [May 2023]	Ranger Construction	Injection of chemical grout 2 manholes

(See Group IV section 1.1 paragraph 1 for details on experience qualifications)

Group V – General Repair, Resurfacing, Sealing of Structures With Protective Coating System

Years of experience: 12

Three (3) years' experience with means and methods of chemical grout sealing, sealing of various storm pipe infrastructure, and seal storm pipe joints of various diameters by the man-entry internal joint sealing method: Yes / No

If yes, please complete the following:

Project	Client	Description
City of Palm Bay, San Fillipo Manhole Coating [Apr 21]	Bradley Construction Co. Inc.	700 sq ft of manhole repair
ITB-22-09 [Apr 23]	Miami-Dade Expressway Authority	Cleaning and sealing of 304 manholes
VOWL Unit 41/44 Repairs [July 24]	Rainey Construction	Pressure grouting and internal joint seal 18-48" stormwater pipe

(See Group V section 1.1 paragraph 1 for details on experience qualifications)

Group VI – Specifications for Preparatory Cleaning and Root Removal

Years of experience: 12

Three (3) years' experience with the preparatory cleaning of sewer lines and manholes and rehabilitation of pipes impacted by root intrusion: Yes / No

If yes, please complete the following:

Project	Client	Description
DRM-SCT-2022 [Aug 22]	Miami-Dade County	3.5K LF Pipe cleaning (18 to 42+ in), 2.9K LF Cleaning of Slab Covered Trenches
RFP No: 22-0726200 [Apr 23]	City of Opa-locka	4262 LF Hydro Jet Storm Drain Cleaning and Root Removal
E4S67 [Apr 20]	FDOT District 4	118,818 LF storm drainage desilting and root removal

(See Group VI section 1.1 paragraph 1 for details on experience qualifications)

Group VII – Investigate and Video Inspection Services

Years of experience: 12

Three (3) years of experience conducting video inspection of storm drainpipes, manholes, and inlets. Additionally, created a written report with detailed map of deficiencies Yes/No

If yes, please complete the following:

Project	Client	Description
No 23-00246 [Apr 23]	City of Wildwood	32K LF stormwater pipe cleaning & CCTV inspection (0-60 in.)
BEC65: Storm Drain Video Inspection Services [Mar 23]	FDOT District 8, Turnpike Enterprise	Desilting & CCTV video inspection of pipes (0 to >61 in)
PW 2019-02; Storm & Sanitary Cleaning & Inspection [Sept 21]	City of St. Augustine	Clean/TV inspection 65,696 LF storm and sanitary sewer

(See Group VII section 1.1 paragraph 1 for details on experience qualifications)

WRITTEN QUESTION(S) FORM:

Any questions relative to interpretation of specifications or the solicitation process must be addressed to the City in writing. For uniformity, the City requests that you use the following format. No verbal inquiries will be accepted. Written questions must be received at least ten (10) days prior to the solicitation due date. Written questions received within ten (10) days of the solicitation due date will not be responded to. Please submit all questions to the Purchasing Agent as identified in this Invitation for Bids. This form is provided for your convenience, however, emails to the Purchasing Agent are acceptable.

Only written answers and clarifications in the form of a written Addendum to the solicitation will be binding. Oral answers will not be authoritative.

SOLICITATION NUMBER: ITB 24-20 **DATE SUBMITTED:** 07/10/2024

SOLICITATION TITLE: Storm Sewer Rehabilitation

COMPANY NAME: Flotech Environmental, LLC

ADDRESS: 657 South Drive, Suite 401

CITY: Miami **STATE:** FL **ZIP:** 33166

CONTACT NAME: Jose L. Ferre **PHONE:** (866) 299-3323

1. N/A

2.

3.

4.

5.

END OF SECTION

SECTION 00050

GENERAL BIDDING CONDITIONS

BIDDER: To ensure acceptance of the bid, follow these instructions.

NOTE: WHEN A CONFLICT OF ANY SPECIFICATIONS, CONDITIONS, AND/OR DIRECTIVES OF THE CONTRACT DOCUMENTS OCCUR THE BIDDER SHALL BASE BID ON THE MOST RESTRICTIVE SPECIFICATION, CONDITION, AND/OR DIRECTIVE.

Thank you in advance for your interest in doing business with the City of Oviedo.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response. The City reserves the right to waive minor, nonmaterial irregularities in any or all qualifications and accept or reject any or all submittals, or to re-advertise. The City may withdraw all or part of this solicitation at any time to protect the interest of the City.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

REQUESTING THE SOLICITATION DOCUMENT: The City of Oviedo Purchasing Division is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, VendorLink. There is no charge to register with VendorLink and/or to participate in the solicitation process. Vendorlink is used for the submission of electronic bids. Vendors may also make an appointment with the City of Oviedo Purchasing Division to obtain such information.

ON-LINE PROVIDER DISCLAIMER: Although not required, it is recommended that firms register and maintain their registration with VendorLink at www.MyvendorLink.com. This is a third-party vendor that provides a platform to communicate solicitation information to the Public. VendorLink does not represent the City nor does communications through this provider constitute communications to the City. The City of Oviedo is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Division at 407-971-5534, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

TITLE VI: No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration

Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of Oviedo.

ASSIGNMENT: The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

BID OPENING: Electronic bids shall be received in accordance with the instructions in the bid document. Bid opening shall be public on the specified date as outlined in the bid document. All bids that have been received in a timely manner will be opened, recorded and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. Bids received after the specified date and time will not be accepted. Bids will not be accepted by hard copy, telephone or facsimile.

Public Opening: Via Zoom at www.zoom.us, Meeting ID: 816 0254 6520 **Pass Code:** 413892

CANCELLATION: The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

COLLUSION AMONG FIRMS: More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

CONFLICT OF INTEREST: The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City of Oviedo City Manager shall be final and binding on both parties.

EFFECTIVENESS AND DURATION: A sample Agreement, of which is attached as "Exhibit A", will be the contracting mechanism for the bid award. This agreement may not be amended and any exceptions noted by the bidder to this document will not be considered. Exhibit A is an example only and shall not be included as part of your submittal. The agreement alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials. Required services and/or materials will be specifically enumerated, described and depicted in the Purchase Order or Work Order authorizing the purchase of the specific service and/or materials.

During the term of the Contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary. Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

The City will consider price adjustments resulting from increases in raw material costs, manufacturing price increases, imposition of costs not contemplated at the time this bid was released, etc., if rendered by written notice of vendor's price increase (i.e. letter, invoice, etc. from manufacturer, agency or other regulatory authority). Any requests for price adjustments must be submitted to the Public Works Director in writing. If the Public Works Director concurs with the adjustment, the request will be presented to the City Manager and/or City Council who may approve or deny the request. Any approval will be in the form of an amendment to the Contract and shall be signed by both parties. Price increases will not be considered during the first year of the contract.

DELIVERY: The Contractor shall be responsible for delivery of all items in good condition at the delivery location on each purchase order. Deliveries shall be made during the City's normal operating hours. It shall be the responsibility of the Contractor to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned City representative. Contractor shall file with the carrier all claims for breakage and other losses. The City shall document packages not received in good condition. In the event the goods and/or contractual services are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product at the Contractor's expense.

FREIGHT TERMS: Bid prices shall include delivery, Free on Board (F.O.B.) destination, freight prepaid and shall include cartage, drayage, packing etc., delivered to and unloaded at the receiving site designated on the purchase order. The Contractor pays and bears all freight related charges, owns goods in transit, and files any claims.

REMOVEL OF DEBRIS: The Contractor shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. The Contractor shall not use the trash receptacles located on City property. Any debris left at the worksite must be removed within 24

hours' notice from the City. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

FEDERAL AND STATE TAX: The City of Oviedo is exempt from Federal and State Sales and Use Taxes for tangible personal property. Contractors doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials**.**

GOVERNING LAW/JURISDICTION: The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Seminole County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).

JUDGEMENTS/LEGAL FINDINGS: By submitting this bid for consideration, the Bidder affirms that they currently have no judgements or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

LEGAL REQUIREMENTS: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

LIABILITY: The City of Oviedo assumes no responsibility for the cost of preparing this Invitation to Bid. The awarded Bidder(s) shall hold and save the City of Oviedo, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Order or Contract which may result from award of this solicitation.

MISTAKES: In the event of extension errors, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk.

PAYMENT: In order for the City to provide payment, the Bidder shall submit a fully documented invoice that provides the basic information set forth in the agreement. The invoice shall be submitted to the City within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.

The Bidder shall be paid upon submission of invoices to the Accounts Payable, City of Oviedo, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the

Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

PUBLIC RECORDS: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR’s response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-971-5504, ELIANNE RIVERA, CITY CLERK, CITY OF

OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET

QUALIFICATIONS OF RESPONDENTS: The Contractor should have 3 years work experience in Storm Sewer Rehabilitation for commercial accounts. Before awarding the bid, the City of Oviedo reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

RESPONSIVENESS: Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which is not provided on the City form or fails to include the requested information, may be considered non-responsive and disqualified from consideration for award. The City shall notify any bidder in writing whose bid has been deemed non-responsive.

RIGHT OF REJECTION BY THE CITY: Notwithstanding other provisions of this bid document, the City reserves the right to award this contract to the firm that best meets the requirements of the City. Further, the City reserves the right to reject any or all submittals prior to execution of the contract, with no penalty to the City.

SIGNATURE OF BIDDER: The Bidder shall sign the Bid response forms in the space provided for the signature. If the Bidder is an individual, the words, "Doing Business As (business name)", or "Sole Owner"' shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the company name and the words, "Member of Firm", should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid response on behalf of the corporation shall be stated. An electronic signature may be used and shall have the same force and effect as a written signature.

STATE REGISTRATION REQUIREMENTS: Any corporation submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida City of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).

VERIFICATION OF EMPLOYMENT STATUS: The Contractor is required to be registered with the U.S. City of Homeland Security's E-Verify. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subconsultants, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the

subconsultant during the contract term. Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid or proposal in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification Certification form attached to this solicitation.

A public employer, consultant, or subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If the City terminates the contract for the foregoing reason, the consultant will be liable for any additional costs incurred by the City as a result of the termination of the contract.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

PURPOSE

The City of Oviedo is soliciting bids to procure a qualified Contractor for the storm sewer rehabilitation for City of Oviedo. The Contractor shall furnish all labor, materials and equipment necessary for the sewer rehabilitation within the City of Oviedo.

EVALUATION OF BIDS

Awards shall be made to the responsive and responsible bidder(s) whose bids are determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

A. Price
B. Qualifications of the Bidder
C. References

The successful bidder must be registered on Sunbiz and licensed to do business in the State of Florida.

REFERENCES

The Bidder shall provide a minimum of three (3) previous and current clients including name, address, phone number, e-mail address, contact person, project description and cost. The references must include previous or current projects similar to the scope of work for this bid.

The City intends to conduct reference checks of those clients. These checks will be used to validate the Bidder's past performance and determine overall satisfaction with the Bidder's services.

BID AWARD: This bid may be awarded to one or more Contractors, in part or in whole. The City of Oviedo also reserves the right to accept or reject any or all bids which they may deem to best serve the interest of the City and the City reserves the right to waive technicalities or informalities.

The City has the sole discretion and reserves the right to cancel this solicitation, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Contractors who are awarded contracts are asked to extend the same pricing and conditions to other entities who may want to "piggy-back" a City of Oviedo Bid.

The selected bidder(s) will be expected to execute the City's standard agreement provided in Exhibit A and provide all the needed insurance certificates and endorsements per that agreement.

Each bidder shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a bid. There shall be no exception to either the scope of services or the terms of the agreement. The services to be provided under the agreement will be provided on an as needed basis using work orders and purchase orders issued by the City.

A Purchase Order will identify the project on which the services are to be provided and the purchase order date shall be the authorization for the services to begin. During the contract period, the City of Oviedo shall reserve the right to seek qualifications and/or proposals from other individuals or firms for specialized projects, as deemed to be in the best interest of the City of Oviedo.

ANTICIPATED TIMETABLE

Release of Invitation to Bid	June 9, 2024
Deadline for Written Questions	July 1, 2024
Bid Due Date	July 11, 2024
Anticipated Award Date	August 2024

All dates are tentative. The City reserves the right to change scheduled dates.

SUBMITTAL OF BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink. The bid must be received no later than **2:00 PM JULY 11, 2024.**

To ensure correct bid formatting, bidders shall:

1. Submit Bid electronically through VendorLink.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Make sure all uploaded files are readable and not corrupt.
5. Contact VendorLink technical support at support@evendorlink.com if technical difficulties arise during bid submission.
6. Follow all instructions outlined in this ITB and provide all requested information.

An unsigned bid is not a valid offer, therefore, failure to sign in the space provided on the Bid Form will result in the bid being considered non-responsive and the bid rejected. It is not a minor technicality which the City reserves the right to waive. An electronic signature may be used and shall have the same force and effect as a written signature.

The City may ask awarded bidders to supply one (1) hard copy set with original, written signatures and original forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by the City.

All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

RESPONSE DUE DATE AND TIME

All responses are due no later than **2:00 PM Eastern Standard Time on July 11, 2024** or as may be revised by written addenda. Bids not in possession of the City by the due date and time shall be deemed late and shall not be considered for award.

The responsibility for submitting a bid before the stated due date and time is solely and strictly the responsibility of the bidder. The City is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence.

QUESTIONS

All questions concerning this solicitation shall be submitted in writing to the name and e-mail address listed below prior to 5:00 p.m. (Eastern Standard Time) on **July 1, 2024.** All responses to questions will be in the form of an addenda that will be posted on VendorLink.

Jacqueta Scott
Procurement Manager
E-mail: purchasing@cityofoviedo.net

Respondents will be required to acknowledge receipt of addenda, if any, on the Acknowledgement of Addenda Form included in this bid document. It is the responsibility of the

prospective respondents to check VendorLink for addenda and other important information pertaining to this solicitation.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of Oviedo and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

EFFECTIVE PERIOD OF BIDS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than one hundred twenty (120) days from the proposal date to allow for the evaluation and selection process and proper execution of the Agreement.

LICENSES, PERMITS, OR FEES

It shall be the responsibility of the Bidder to obtain any and all licenses and permits as required, to complete these services. The license must be valid at the time of the bid opening, and throughout the term of any contract. A copy must be provided with the bid submission. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.

DEBARRED OR SUSPENDED BIDDERS

The Bidder certifies, by submission of its bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal City or agency. The City reserves the right to reject any bid from a debarred or suspended Bidder or from a Bidder whose principals are debarred or suspended.

ELECTRONIC SIGNATURES

The successful bidder consents and agrees to the execution of documents using electronic signatures as allowed by the provisions of Florida Statutes §668.001-006 – The Florida Electronic Signatures Act of 1996.

END OF SECTION

SECTION 00051

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(22), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public works; may not submit bids, proposal, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All vendors who submit a Bid or Request for Proposal to the City of Oviedo, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Managing Member Date: 07/10/2024

Authorized Signature and Title

Jose L. Ferre, Managing Member

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

SECTION 00052

AFFIDAVIT OF BIDDER

BEFORE ME, the undersigned authority duly authorized by the laws of Florida to administer oaths,

personally, appeared, Jose L. Ferre, who having been first duly sworn, says:

1. I represent, Jose L. Ferre, the bidder relating to the following project of the City of Oviedo: **STORM SEWER REHABILITATION**
2.
3. In order to comply with City of Oviedo directives and implement, the provisions of State law [Committee Substitute for House Bill 735 (Chapter 2002-67, *Laws of Florida*)], I have ensured and the bidder has ensured that any and all documents such as building plans, blueprints, schematic drawings and diagrams, regardless of the status of the documents (draft, preliminary or final), which depict the internal layout and structural elements of the proposed City of Oviedo facility which is the subject of this procurement activity that have been provided to the bidder by the City have been maintained by the bidder and any and all persons or entities participating in the bid with the bidder in such manner that has ensured and will ensure that the exempt status of the information was and will be protected.

4. Further, I have protected and safeguarded and the bidder has protected and safeguarded the above-referenced documents from public dissemination.

5. Further, I have ensured and the bidder has ensured that the following persons and entities: all subcontractors (potential or contracted) of recipient, all employees, agents, officers and any other persons associated with the bidder; have taken the actions as described in paragraphs 2 and 3 of this Affidavit.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing Affidavit and that the facts stated in it are true to the best of knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Signature

_____
Printed Name

Sworn to and subscribed before me this_____day of _____, 2024.

Affiant is personally known to me/produced _____ as identification, and did take an oath.

_____
NOTARY PUBLIC

My commission expires: _____

END OF SECTION

SECTION 00060

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA
CITY OF Oviedo

Before me, the undersigned authority, personally appeared
Jose L. Ferre, who was duly sworn, deposes, and states:

1. I am the Managing Member of Flotech Environmental, LLC with a local office in Orlando, Florida (City & State) and principal office in Miami, Florida (City & State).

2. The above-named entity is submitting a Bid for the City of Oviedo, described as:

   Bid No. 24-20 – STORM SEWER REHABILITATION FOR CITY OF OVIEDO

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above bid is being submitted and that the above-named entity has no financial interest in other entities submitting bids for the same project.

5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

7. Neither the entity, nor its affiliates, nor anyone associated with them, have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's Ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Oviedo.

9. I certify that no member of the entity's Ownership, management, or staff has a vested interest in any aspect of the City of Oviedo.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Oviedo.

_____ 07/10/2024
Signed Dated

Jose L. Ferre, Managing Member
Typed Name and Title

Sworn to and subscribed before me this _____day of _____2024.

Personally known ____ OR produced identification ____. Identification type: _____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires _____

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

SECTION 00070

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States City of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of Oviedo to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of subconsultants for the duration of the contract with the City of Oviedo.

Consultant Name: Flotech Environmental, LLC

Consultant E-Verify Registration Number: 1609065

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of Oviedo.
4. That the consultant will maintain affidavits of subconsultants engaged to perform work on any and all contracts with the City of Oviedo.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of Oviedo, subjecting the consultant to liability for additional costs incurred by the City of Oviedo as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by (__) physical presence or (__) remote audio-visual means, this _____ day of _____, 2024. S/He is personally known to me or has produced _____ as identification. _____

_____
Notary Public

My commission expires: _____

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

SECTION 00080

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Flotech Environmental, LLC

FEIN: 45-4556187

Authorized Representative Name and Title: Jose L. Ferre, Managing Member

Address: 657 South Drive, Suite 401

City: Miami State: Florida Zip: 33166

Phone Number: (866) 299-3323 Email Address: estimating@flotechllc.com

Certified By: Jose L. Ferre, Managing Member,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_____

SECTION 00100

INSTRUCTIONS TO BIDDER

1. GENERAL

1.1 Project Identification

Bids are requested for the **STORM SEWER REHABILITATION** for the City of Oviedo, hereinafter called the OWNER, to be performed in compliance with the Contract Documents prepared by, the City of Oviedo, 400 Alexandria Boulevard, Oviedo, Florida 32765. The "ENGINEER" shall be defined as the City Engineer for the City of Oviedo or his representative. The term "PROCUREMENT MANAGER" shall be defined as the City of Oviedo Procurement Manager or a representative.

1.2 Official Bid Documents

A. Definition

Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

B. Official Bid Documents

The official bid documents, including specifications and Bid Form, are available through **VendorLink at 1-407-222-1885 or www.myvendorlink.com, document number 24-20.**

It is mandatory that interested bidders request the bid documents directly from **VendorLink** prior to submitting a bid. This is necessary to assure that bidders have a complete official bid package and to record interested bidders' information for issuance of any addenda.

Bids will not be accepted from bidders who have obtained bid documents from any other party other than **VendorLink.**

C. Addenda

Addenda will be mailed or otherwise delivered to all plan holders who received a complete set of Bidding Documents from **VendorLink**. All Addenda issued during the time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract. Receipt of each Addendum shall be acknowledged on the Bid Form; failure to do so may subject the Bidder to disqualification. It shall be the Bidder's responsibility to ensure that they have received all Addenda prior to bid. The OWNER or PROCUREMENT MANAGER shall not be responsible for non-receipt or untimely receipt of Addenda due to acts of the delivering agency or any other cause.

1.3 Examination of Documents and Inspection of Site

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.

1.4 Bidding Procedure

A. Form of Bid

1. Each Bid shall be submitted on the Bid Form prepared by the ENGINEER included as one of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid.

2. The Bidder must fill in all relevant blank spaces. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the amount in words shall govern. In Unit Price Type Bids, the Bidder must furnish a Unit Price for all items, regardless of the quantity. In case of discrepancy between the Unit Price and the Total Amount, the Unit Price shall govern.

3. No conditional Bids will be accepted. Alternate Bids will not be considered unless called for. Oral proposals or modifications will not be considered.

4. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

C. Submission of Bids

1. The Bid and any other documents required to be submitted with the Bid shall be enclosed in the sealed bid package. For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink. The bid must be received no later than **2:00 p.m. on July 11, 2024.**

To ensure correct bid formatting, bidders shall:

a. Submit Bid electronically through VendorLink.

b. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.

c. Enable printing on files submitted.

d. Contact VendorLink technical support at support@evendorlink.com if technical difficulties arise during bid submission.

e. Follow all instructions outlined in this ITB and provide all requested information.

An unsigned bid is not a valid offer, therefore, failure to sign in the space provided on the Bid Form will result in the bid being considered non-responsive and the bid rejected. It is not a minor technicality which the City reserves the right to waive. An electronic signature may be used and shall have the same force and effect as a written signature.

The City may ask awarded bidders to supply one (1) hard copy set with original, written signatures and original forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by the City.

All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

2. Bids will be officially recorded as received in the PROCUREMENT MANAGER's office **ONLY.** The time/date stamp located on VendorLink will serve as the official authority to determine lateness of any bids.

Under no circumstances will bids delivered after the due date and time specified be considered. Bids received after the due date and time will be disqualified as late bids and will not be recorded as a responding Bidder. Late bids will be returned to the Bidder unopened.

Do not return the entire bid package. Only the Bid Form**,** any other required forms and each accompanying sheet on which an entry has been made by the Bidder should be returned in the sealed envelope.

To facilitate the evaluation process, each bidder shall submit the bid in duplicate original Bid Form, marked original with attachments and one copy of the Bid Form and all attachments.

The Bidder represents that the article(s) to be furnished under this Invitation to Bid is/are new and unused, unless specifically so stated, and that the quality has not deteriorated so as to impair its usefulness.

D. Modification and Withdrawal

1. Bids may not be modified after submittal.

2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the OWNER before the time and date stated or as addended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or firm submitting the Bid.

3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.

4. If a Contract is not awarded within sixty (60) calendar days after opening of Bids, a Bidder may file a written request with the OWNER for the withdrawal of his Bid.

1.5 Consideration of Bids and Basis of Award

A. Basis of Award

1. Except in cases where the OWNER exercises the right to reject all Bids, the Contract will be awarded by the OWNER as soon as practical after Opening of Bids, to the most responsive, responsible Bidder as the best interest of the City of Oviedo may require.

2. The most responsive, responsible Bid shall be the Bid that best serves the needs of the OWNER, as solely determined by the OWNER. Bidder, by submitting a Bid, accepts the OWNER's right to determine the most responsive, responsible Bid.

3. The OWNER exercises the right to reject all Bids that, in the OWNER's sole discretion, per unit item cost, are uneven or unbalanced.

B. Evaluation of Responsiveness

1. The responsiveness of Bidders will be judged on the basis of the completeness of the Bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and shall include the following:

a. Bid Form (Section 00300) with all of the following properly completed:

(1) Acknowledgment of receipt of all Addenda.
(2) Bid Amount.
(3) Signatures required for a binding Bid.

b. Public Entity Crime Information Statement

c. Affidavit of Bidder

d. Conflict of Interest Statement (Section 00060).

e. Drug-Free Workplace Certification Form (Section 00420).

f. Trench Safety Statement (Section 00430).

g. Non-Collusion Affidavit of Bidder (Section 00440).

h. Dispute Disclosure Form (Section 00460).

i. Statement of Insurance Compliance (Section 00640).

j. Compliance with Employment Eligibility Requirements

k. Certification Regarding Prohibition Against Contracting With Scrutinized Companies

l. Byrd Anti-Lobbying Certificate, Debarment/Suspension Certificate, Civil Rights Compliance Provision. (See Attachment B)

m. Proof of Insurance and Current W-9 Form

n. A list of all sub-contractors to be utilized by the Bidder for the contract work.

o. A list of three or more business references and contact names for similar construction projects.

p. Evidence of qualification and licensing to do business in the State and locality of this project.

q. Evidence of corporate or joint-venture certification in the state if two or more corporate entities respond as a single Bidder.

2. If, upon opening the Bid, any of the items required to be responsive are found to be missing or incomplete, the Bidder will be judged non-responsive.

3. Bid proposals must be signed by the Bidder with his signature in full. When a firm is the Bidder, the bid proposals shall be signed in the name of the firm by one or more of the partners. When a corporation is the Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office, and affix the corporate seal.

C. Evaluation of Responsibility

1. To be judged responsible, the Bidder shall meet the following standards:

a. Must demonstrate that he has adequate financial resources for performance, the necessary experience (including experience in constructing a similar project), organization, technical qualifications, and facilities, or a firm commitment, arrangement, or ability to obtain such (including proposed subcontracts).

b. Be able to comply with the required completion schedule for the project.

c. Have a satisfactory record of integrity, judgment, and performance as a corporation (including its shareholders and officers), or as a sole proprietorship, including in particular, any prior performance upon contracts from the State and the OWNER. Any parties currently under litigation with the OWNER may be judged non-responsible

d. Have an adequate financial management system and audit procedure which provides efficient and effective accountability and control of all property, funds, and assets.

e. Submit evidence of experiences on projects similar in character, size and value, which has been satisfactorily completed and which are now in satisfactory operation, and showing the location, the OWNER's name and address, the money value of the work, and a brief description of the project.

f. Conform with the civil rights, equal employment opportunity, and labor law requirements of the Bid Documents.

g. Demonstrate his ability to perform the work within the Contract Time. This demonstration of ability shall include:

(1) Performance of the Bidder (the Corporation or proprietorship as a whole) as a prime CONTRACTOR on projects of similar size and type as this Contract;

(2) A list of equipment and quantities currently owned or under lease to the Bidder and available for this work; and,

(3) Proper licensing of the Bidder to perform the Contract work required. Proper licensing shall be as determined by the Florida Construction Industry Licensing Board.

2. Within seven calendar days after being notified of being the apparent most responsive, responsible Bidder, the Bidder shall submit the following information to the OWNER for evaluation to determine compliance with the responsibility requirements:

a. A statement of the Bidder's organization, including resumes of key personnel, especially those personnel proposed for work on this Project.

b. A summary of the Bidder's construction experience, including current and past projects. Provide names, addresses, phone numbers, and contact persons for references.

c. A current (within the last 12 months) audited financial statement prepared in accordance with generally accepted accounting procedures. The financial statement shall include, as a minimum, an income statement, a statement of changes and related footnotes, a balance sheet, and certification that the financial status of the company has not materially changed since the audit

3. Except as specified under the heading "Evaluation of Responsiveness", if any information required by the Bidding Documents to be submitted with the Bid or subsequent to Bidding but prior to Award is not submitted as required, the Bid will be considered irregular. Failure to promptly correct the irregularity upon notification by the OWNER may cause the Bidder to be judged non-responsible. Bidders may then be disqualified at the discretion of the OWNER.

D. Substitutions will **NOT** be considered after receipt of the BIDDER's Bid, unless specifically requested in writing by the CONTRACTOR with justification and acceptance in writing by the OWNER and ENGINEER

E. In order that the ENGINEER may determine if the proposed substitute item is a satisfactory alternate to those specified, one set of drawings, specifications, full descriptive material as noted in the Section General Requirements, shall be submitted with proposal. In the event that the ENGINEER does not accept the material or equipment for use as a substitute, then the material or equipment listed in the Contract Documents shall be furnished for the amount of the BASE BID. In the event that the ENGINEER allows the material or equipment for use as a substitute, the proposed substitute material or equipment shall be furnished and the CONTRACTOR's Bid Price shall be adjusted accordingly.

F. If the CONTRACTOR furnishes an acceptable alternate unit, he shall notify the ENGINEER in writing of all dimensional, mechanical, electrical, and structural changes and/or requirements for the unit's use and shall reimburse the ENGINEER through the OWNER for any associated redesign and/or construction drawings. He shall include in his bid the additional construction costs of mechanical, architectural, structural, electrical, and Engineering costs of that alternate unit. The bid shall also include any paid-up licenses necessary for the use of the equipment, if required by the manufacturer.

G. Trade Names: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive, but not restrictive, and only to indicate to the prospective bidder articles that will be satisfactory. Bids on the other makes and catalogs will be considered provided each bidder clearly in his bid or proposal exactly describes what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful CONTRACTOR after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

1.6 Bidder's Interest in More Than One Bid

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

1.7 Major Equipment

Each Bidder must indicate in his Bid the equipment manufacturers of Major Equipment he will provide if awarded the Contract. The Bidder shall list one manufacturer for each piece of equipment. If the Bidder fails to indicate a manufacturer or indicates a manufacturer that is not applicable or lists more than one manufacturer, the OWNER will state what manufacturer is to be furnished.

1.8 Employment and Wage Requirements - Not applicable

1.9 Information Regarding Buy American Provision - Not applicable

1.10 Subcontracts

Bidder's attention is invited to Florida State Statutes, Chapter 455.228, which describes the enforcement proceedings regarding the use of unlicensed professionals.

1.11 Certificates and Licenses

Bidders must be qualified under Florida Law to perform the Contract work required and present a copy of the CONTRACTOR license issued by the Florida Dept. of Professional Regulation prior to award of the contract.

1.12 Florida Statutes, Section 287.133(3) (a) - Public Entity Crimes Refer to Section 00051**.**

1.13 Florida Trench Safety Act

Bidders must comply with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990, by completing and submitting with sealed bid, FLORIDA TRENCH SAFETY ACT STATEMENT, copy of which is included as part of these Contract Documents.

END OF SECTION

SECTION 00200

INFORMATION AVAILABLE TO BIDDERS

1.1 The ENGINEER has relied upon the following information. This information is for general information only and shall not be considered a part of the Bidding or Contract Documents.

1.2 Listing of Information Available to Bidders

A. Reports and Investigations

Title	Date	Prepared by	Availability
N/A	N/A	N/A	N/A

B. OWNER / CONTRACTOR Obtained Permits

List of Permits (if applicable to the project)		Cost
1. City of Oviedo Permanent Sign Permit (based on the $6.50 per $1,000 valuation or fraction	$	25.00 min
2. City of Oviedo Temporary Sign Permit		25.00
3. City of Oviedo Building Permits (25% of Permit fee)	$	25.00 min
4. City of Oviedo Site Development Order		
0 – 10 % Deviation	$	5,112.00
11- 20 % Deviation	$	5,264.00
21 – 31 % Deviation	$	5,864.00
5. City of Oviedo Clearing, Grading, and Tree Removal Permit		
Tree Removal per Tree	$	35.00
Environmental Permit	$	920.00
Environmental Permit Addl. Per Acre 25.00	$	25.00
6. City of Oviedo Right-of-Way Level I Permit – Driveway	$	60.00
7. City of Oviedo Right-of-Way Level II Permit	$	1,150.00
8. City of Oviedo Site Construction Type I Permit	$	2,040.00
9. City of Oviedo Site Construction Type II Permit	$	3,150.00
10. Seminole County Right of Way Permit		(*)
11. SJRWMD MSSW/ERP		(*)
12. NPDES Permit		(*)
13. FDEP Domestic Wastewater Collection/Transmission System		(*)
14. FDEP Public Drinking Water Facility Construction Permit		(*)
15. USACOE Permit		(*)

(*) CONTRACTOR is responsible for cost determinations

1.3. Utilities: Existing utilities have been shown on the Drawings insofar as information is reasonably available; however, it will be the CONTRACTOR's responsibility to identify and preserve all existing utilities whether shown on the Drawings or not. If utility conflicts are encountered by the CONTRACTOR during construction, the CONTRACTOR shall give sufficient notice to the OWNER and ENGINEER so that they may make the necessary adjustments. Damage to any utilities which, in the opinion of the OWNER and ENGINEER, is caused by carelessness on the part of the CONTRACTOR shall be repaired by CONTRACTOR at the CONTRACTOR's expense. Any delays ensuing from this damage will be considered as inexcusable.

1.4 Permits: The CONTRACTOR shall strictly adhere to the specific conditions or requirements of all permits issued by the governmental unit(s) or agency(ies) having jurisdiction over the Work. Whenever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

END OF SECTION

SECTION 00300

BID FORM

1. GENERAL

1.1 Description

The following Bid is hereby made to the City of Oviedo, hereafter called the OWNER. Bid is submitted by:

Legal Name: Flotech Environmental, LLC
(Insert whether sole proprietorship, partnership or corporation.)

Address: 657 South Drive, Suite 401, Miami, FL 33166

Phone Number: (866) 299-3323 Fax Number: N/A

Contact Person: Jose L. Ferre

1.2 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual (Specifications) for CITY OF OVIEDO, **STORM SEWER REHABILITATION** from the City of Oviedo, dated **JUNE 9, 2024.**

2. Addenda:

Number 1, dated 06/20/2024.
Number 2, dated 06/25/2024.
Number 3, dated 07/02/2024.

B. Has examined the site and all Bidding Documents and understands that in submitting his/her Bid, he/she waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for sixty (60) calendar days after the bid opening date.

2. To enter into and execute a contract with the OWNER, if awarded on the basis of this Bid.

3. To accomplish the work in accordance with the Contract Documents.

1.3 Miscellaneous Requirements and Affirmations

A. Proposals (Bids) must be submitted in duplicate on this Bid Form

B. I have completed and totaled the Bid Form (Attachment A) to reflect my bid amounts

C. I have attached evidence of qualification and licensing to do business in the State and locality of this project.

D. I have attached a list of all sub-contractors I will utilize for the Contract work.

E. I have attached the following required items.

a. Bid Form.
b. Public Entity Crime Information Statement.
c. Affidavit of Bidder.
d. Conflict of Interest Statement.
e. Drug-Free Workplace Certification Form.
f. Trench Safety Statement.
g. Non-Collusion Affidavit of Bidder.
h. Dispute Disclosure Form.
i. Statement of Insurance Compliance.
j. Compliance with Employment Eligibility Requirements
k. Certification Regarding Prohibition Against Contracting With Scrutinized Companies
l. Byrd Anti-Lobbying Certificate, Debarment/Suspension Certificate, Civil Rights Compliance Provision (See Attachment B)
m. Proof of Insurance and Current W-9 Form
n. A list of all sub-contractors.
o. A list of business references.
p. Evidence of qualification and licensing.
q. Evidence of corporate or joint-venture certification in the state.

1.4 RESPECTFULLY SUBMITTED, signed and sealed this 10 day of July, 2024

Contractor Flotech Environmental, LLC

Signature _____

Printed Name Jose L. Ferre

Title Managing Member

Business Address 657 South Drive, Suite 401

City Miami State Florida

ATTEST: _____
SECRETARY
SEAL

END OF SECTION

SECTION 00420

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that under a bid a copy of the statement specified in subsection 1 above.

4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available to whom is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this entire section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____	07/10/2024
Authorized Signature	Date
Jose L. Ferre	Managing Member
Printed Name	Title

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A. N/A	N/A	N/A	N/A	N/A
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing shown on the Bid Form, in Section 00300-3.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW PAGE 00430-2 OF THIS SECTION.

Submitted, signed and sealed this 10 day of July, 2024.

CONTRACTOR Flotech Environmental, LLC

By:
Name: Jose L. Ferre Title: Managing Member

Business Address: 657 South Drive, Suite 401, Miami, FL 33166

ATTEST:

Signature Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this 10 day of July, 2024.

CONTRACTOR Flotech Environmental, LLC

By:
Name: Jose L. Ferre Title: Managing Member

Business Address: 657 South Drive, Suite 401, Miami, FL 33166

ATTEST:

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

SECTION 00440

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF Flotech Environmental, LLC

COUNTY OF Seminole

Jose L. Ferre, being duly sworn, deposes and says that:

1. He/She is Managing Member (Title) of _____ Flotech Environmental, LLC (Company Name) the bidder that has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such Bid is genuine and is not a collusive or sham bid;

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oviedo, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, OWNERs, employees, or parties in interest, including this affiant.

_____ 07/10/2024

Signed Dated

Jose L. Ferre, Managing Member

Typed Name and Title

Sworn to and subscribed before me this _____day of _____,2024.

Personally known ____ OR produced identification ____. Identification type: _____

Notary Public: State of _____ County of _____

_____

Printed, typed, or stamped commissioned name of notary public

My commission expires _____

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

SECTION 00460

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the City of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☑

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☑

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☑ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this bid for the City of Oviedo **BID NO**. **24-20, STORM SEWER REHABILITATION.**

Flotech Environmental, LLC

Firm

Authorized Signature

07/10/2024

Date

Jose L. Ferre, Managing Member

Typed Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

SECTION 00640

CITY OF OVIEDO INSURANCE REQUIREMENTS

The selected Firm or Individual for all Bids will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this Bid in accordance with the laws of the State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following.

$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit for Disease

B. **Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:

$1,000,000 Bodily Injury & Property Damage-each occurrence
$1,000,000 Personal & Advertising Injury-each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

C. **Commercial Business Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Pollution Liability Insurance** shall be maintained by the Contractor in the amount of $1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

E. **Professional Liability Insurance** the Contractor shall provide coverage in the amount of $1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

F. **Excess Liability/Umbrella**: The selected firm shall provide coverage limits attaching to Commercial General Liability and Employers Liability combining for a total liability limit with underlying being at least **$2 million** per occurrence, **$2 million** aggregate.

G. **Other Required Insurance Coverage** where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the General Contractor is responsible for all sub-contractors.

If the Contractor maintains broader coverage and /or higher limits than the minimum shown above. The City of Oviedo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The City reserves the right to alter or amend these requirements, to decrease or increase the requirements, without prior notice, depending on the scope of the contract and the risk factors involved.

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, Automobile Liability, Workers' Compensation, General Liability, Pollution Liability, Professional Liability, Excess Liability/Umbrella Insurance in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the City of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Flotech Environmental, LLC

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Managing Member

OFFICER TITLE

07/10/2024

DATE

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

SECTION 00700

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 Definitions

When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to Its generally accepted meaning in the construction industry, and third according to its common and customary usage.

Agreement: A written agreement between the OWNER and a CONTRACTOR for provision of goods, products, materials, equipment, systems, management supervision, labor and services required to construct all or part of this Project.

CONTRACTOR: An entity, including but not limited to a general contractor, a trade contractor or a construction manager, engaged directly by the OWNER pursuant to this Agreement.

Construction Price: The dollar amount for which a CONTRACTOR agrees to perform the Work set forth in this Agreement.

Construction Documents: Plans, specifications, change orders, revisions, addenda, supplementary conditions, and other information which set forth in detail the Work.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Contract For Professional Services: A written agreement between the OWNER and a Professional for provision of services and related items required to design or engineer all or part of this Project.

Declaration of Substantial Completion: Document declaring the Work substantially complete and suitable for occupancy or beneficial use by the OWNER.

Final Completion: The stage of construction when the Work has been completed in accordance with the Agreement and the OWNER has received all documents and Items necessary for closeout of the Work.

Hazardous Substances: The term "Hazardous substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response compensation and Liability Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (a) any Pollutant or Contaminant as those terms are defined in CERCLA; (b) any solid Waste or Hazardous constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 et seq, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (c) crude oil, petroleum

and fractions of distillates thereof; (d) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (e) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

OWNER's Related Parties: Any parent, subsidiary or affiliated entities of the OWNER, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

Professional: An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the OWNER to provide design or Engineering services.

Project: The planned construction undertaking as more specifically defined in Section 01110: Summary of Work.

Project Design Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and Engineering services, documents and related activities.

Site: The geographical location of the Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines**.**

Substantial Completion: The stage of construction when the OWNER can occupy or beneficially use satisfactorily completed work for its intended purpose.

Total Project Construction Cost: The total cost to the OWNER to complete construction of the Project, including, without limitation the Work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions.

Work: Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project.

1.2 Additional Sets of Documents

Any additional copies of the Construction Documents required by the CONTRACTOR for execution of the Work shall be made by the CONTRACTOR at its cost and expense from the reproducible set(s) furnished by the OWNER.

1.3 Return of Documents to Owner

The CONTRACTOR shall return to the OWNER the reproducible set(s), and all copies, of the Construction Documents upon Final Completion of the Work or termination of this Agreement.

1.4 Electronic Media

Unless otherwise specified in this Agreement, the CONTRACTOR may request that the Construction Documents required by the CONTRACTOR for the Work be furnished to it on electronic media. To the extent that such documents are available on electronic media, the CONTRACTOR will be furnished one set of the requested information on electronic media. Any additional electronic copies of Construction Documents required by the CONTRACTOR for execution of the Work shall be made by the CONTRACTOR at the CONTRACTOR's cost and expense. The CONTRACTOR shall return one copy of electronic Construction Documents to the OWNER upon final acceptance of the Work or termination of this Agreement, whichever occurs first, and shall destroy all remaining electronic copies of the documents within its possession.

1.5 Minimum Requirements

In every case, requirements established by the Construction Documents shall be considered as the minimum which will be accepted.

1.6 Owner Disclaimer of Warranty

The OWNER has requested that its Professional(s) prepare documents for the Project, including the plans and specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work, however, the OWNER makes no representation or warranty of any nature whatsoever to the CONTRACTOR concerning such documents. The CONTRACTOR hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the OWNER concerning such documents, as no such representations or warranties have been or are hereby made.

1.7 Conflicts in Documents

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

1.7.1 As between figures given on plans and scaled measurements, the figures shall govern;

1.7.2 As between large-scale plans and small-scale plans, the large-scale plans shall govern;

1.7.3 As between plans and specifications, the requirements of the specifications shall govern;

1.7.4 As between this document and the plans, specifications, or supplementary conditions, this document shall govern.

1.8 Shop Drawings and Submittals

Shop drawings and other submittals from the CONTRACTOR or its subcontractors and suppliers do not constitute a part of this Agreement.

1.9 Contract Changes

The CONTRACTOR understands and agrees that this Agreement cannot be changed except as expressly provided herein. No act, omission, course of conduct, or course of dealing by the parties shall alter the requirement and that modifications of this Project Agreement can be accomplished only by written documents signed by the parties. Express written notice is a non-waivable condition precedent in connection with all changes and claims arising under or relating to this Agreement.

ARTICLE 2 - CONTRACTORS REVIEWS AND EVALUATIONS

2.1 Sufficiency of Construction Documents and Drawings

The CONTRACTOR acknowledges its continuing duty to review and evaluate the Construction Documents during the performance of its services and shall immediately notify the OWNER and the Professional(s) about any (i) problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the construction Documents; and (ii) variances it discovers between the Construction Documents and applicable laws statutes, building codes, rules and regulations.

2.1.1 If the CONTRACTOR performs any Work which it knows or should have known involves (i) a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or (ii) a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Professional(s) and prior to receiving written authorization from the appropriate Professional(s) to proceed, the CONTRACTOR shall be responsible for the consequences of such performance.

2.1.2 Drawings are generally drawn to scale; however, the figured dimensions or notes thereon shall govern. Before ordering any materials or doing any Work, the CONTRACTOR and sub-contractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Professional prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on drawings, if such differences do not result in a change in the scope of Work or if the Professional(s) failed to receive written notice before the Work was performed.

2.2 Sufficiency of Site

Prior to signing this Agreement, the CONTRACTOR has:

(i) Visited the Site and become familiar with local conditions under which the Project is to be constructed and operated; and

(ii) Reviewed and familiarized itself with the Site survey and any existing structures on the Site, and gathered all other information necessary for a full understanding of the Work. In addition, if the Work involves modifications to or remodeling of an existing structure(s) or other man-made feature(s) on the Site, the CONTRACTOR has also reviewed all available as-built and record drawings, plans and specifications; and

(iii) Thoroughly inspected the structure(s) and man-made feature(s) to be modified or remodeled prior to submission of bid, if any, but in all events prior to signing this Agreement.

Claims resulting from the CONTRACTOR's failure to familiarize itself with the Site or pertinent documents as provided herein shall be deemed waived.

ARTICLE 3 - CONTRACTORS DUTIES, OBLIGATIONS AND RESPONSIBILITIES

3.1 Performance of Work

The CONTRACTOR shall perform and complete its obligations under this Agreement using its best skill and attention, and covenants with the OWNER to furnish management, supervision, coordination, labor and services (i) which expeditiously, economically and properly completes the Work in the manner most consistent with the OWNER's interests and objectives; (ii) which comply with the Construction Documents and this Agreement; and (iii) in accordance with the highest standards currently practiced by persons and entities performing or providing management, supervision, coordination, labor and services on projects similar in size, complexity and cost to the Project.

3.1.1 The CONTRACTOR shall not be required to provide professional services which constitute the practice of architecture or Engineering.

3.1.2 All services rendered by the CONTRACTOR for the Project shall be performed by or under the immediate supervision of persons possessing expertise in the discipline of the service being rendered.

3.1.3 The CONTRACTOR shall, in the course of providing the Work, cooperate and communicate with the OWNER and all other persons or entities as required for satisfactory completion of the Project.

3.1.4 The CONTRACTOR understands and acknowledges that the Work referred to in this Agreement may be only part of the Project and that the Project may include the construction of other structures or other construction activities on the same site. The CONTRACTOR shall conduct all its activities so as not to interfere with the construction of, or operations within or from, other structures on the site.

3.1.5 The CONTRACTOR shall not damage, endanger, compromise or destroy any part of the Project or the Site, including by way of example and not limitation, Work being performed by others on the site, monuments, stakes, benchmarks and other survey points, utility services, and existing features or structures on the site. Should the CONTRACTOR damage, compromise or destroy any part of the Project or the Site, the CONTRACTOR shall be fully and exclusively responsible for and bear all costs associated therewith.

3.2 Compliance with Governmental Requirements

The CONTRACTOR shall:

(i) Comply with all applicable laws, statutes, building codes, rules, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project;

(ii) Prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the Work; and

(iii) Give all notices required of it by governmental authorities relating to the Project.

3.3 Safety

Safety shall be a prime concern of the CONTRACTOR at all times. The CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures for coordinating and constructing the Work, including site safety and safety precautions and programs.

3.4 Concurrent Records

The CONTRACTOR shall, concurrently with performance, maintain detailed records of activities on the site.

3.5 As-Built Drawings

The CONTRACTOR shall maintain at the site one copy of all drawings, specifications, addenda, approved shop drawings, change orders, submittals, and other modifications in good order and accurately marked depicting all changes as they occur during construction. The as-built drawings shall be available at all times to the OWNER, the Professional(s), the OWNER's consultants, and quality control and testing agency personnel. The drawings shall be neatly and clearly marked in color during construction to record all variations made during construction, and the CONTRACTOR shall include such supplementary notes and details necessary to clearly and accurately represent as-built construction.

3.6 Bribes and Kick-Backs

The CONTRACTOR shall not by any means;

(i) induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

(ii) confer on any governmental, public or quasi-public official having any authority or influence over the project, any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised;

(iii) offer or accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade CONTRACTORs, subcontractors, consultants, suppliers or manufacturers of project goods and materials; or

(iv) without the express written permission of the OWNER, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the CONTRACTOR has a direct or indirect proprietary or other pecuniary interest.

3.7 Quality Control and Testing

The CONTRACTOR shall develop and implement a quality management program to insure quality construction. Unless otherwise specified in this Agreement, the OWNER shall select the quality control and testing agencies and pay for the cost of specified measures and tests required by the construction documents. The CONTRACTOR shall coordinate all tests and inspections required by the construction documents, and the CONTRACTOR shall arrange for tests and inspections to be conducted as necessary to avoid any interference with the progress of work. No claims for extension of time or extra costs will be allowed on account of any testing, retesting, inspection, re-inspection, or rejection of work when defective or deficient work is found.

3.8 Incident Reporting

The CONTRACTOR shall immediately notify the OWNER and Professional(s), both orally and in writing, of the nature and details of all incidents which may adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, delays, damages to work and other significant occurrences.

3.9 Hazardous Substances

The CONTRACTOR shall immediately notify the OWNER and the Professional(s), both orally and in writing, of the presence and location of any physical evidence of, or information regarding, environmental contamination on the Site (including but not limited to hazardous substances and petroleum releases) of which it becomes, or reasonably should have become, aware. If the CONTRACTOR encounters environmental contamination (including but not limited to hazardous substances and petroleum releases), the CONTRACTOR shall (i) immediately stop performance of work or that portion of the work affected by or affecting such contamination; (ii) secure the contaminated area against intrusion; (iii) not disturb or remove the contamination; (iv) not proceed, or allow any subcontractor or supplier to proceed, with any Work or other activities in the area affected by such contamination until directed to do so by the OWNER; and (v) take any other steps necessary to protect life and health.

3.10 Owners Use of and Access to the Site

The CONTRACTOR shall perform the Work so as not to interrupt any operations of the OWNER on the site.

3.10.1 The CONTRACTOR understands and acknowledges that the OWNER may need access to or use of certain areas of the site or Work prior to the CONTRACTORs achievement of

substantial completion, and that such occupancy, access or use shall not constitute the OWNER's acceptance of any Work.

3.10.2 The CONTRACTOR shall not enter any Owner-occupied area of the site or project unless first approved and scheduled by the OWNER. The CONTRACTOR understands and acknowledges that the OWNER may incur damages if the OWNER's operations on the site are interrupted or impaired as a result of the Work.

3.10.3 The CONTRACTOR shall afford the OWNER's own forces, and other consultants, trade CONTRACTORs, subcontractors and suppliers, access to the site for performance of their activities, and shall connect and coordinate its construction and operations with theirs as required by the Construction Documents

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3.11 Commissioning

The CONTRACTOR shall, through the OWNER's Representative, schedule and coordinate all equipment and systems start-ups and Project commissioning within its scope of the Work.

3.11.1 The CONTRACTOR shall provide the OWNER with operation and maintenance manuals and other operational documentation not less than twenty-eight calendar days prior to the required date of Substantial Completion to allow adequate time for training prior to commissioning and the OWNER's occupancy of the Project.

3.11.2 The CONTRACTOR shall meet with the OWNER’s personnel not less than twenty-eight (28) calendar days prior to the required date of Substantial Completion to familiarize and train them with respect to maintenance and use of the Project. The appropriate Professional(s) will attend and assist with such familiarization and training.

ARTICLE 4 - CONTRACTORS PERSONNEL, SUBCONTRACTORS, SUPPLIERS AND SITE FACILITIES

4.1 Project Staffing

The CONTRACTOR shall staff the Project with qualified and designated individuals and entities responsible for its obligations and performance.

4.1.1 The CONTRACTOR shall name a representative (the "CONTRACTOR's Representative") to serve as its primary communication contact with the OWNER and the Professional(s).

4.1.2 The CONTRACTOR shall employ persons skilled in the tasks assigned to them and shall contract with subcontractors and suppliers skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals on the Project. The CONTRACTOR shall use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

4.1.3 The CONTRACTOR shall immediately remove from the site, for the duration of the project, any person making an inappropriate religious, racial sexual or ethnic comment, statement or gesture toward any other Individual.

4.1.4 The CONTRACTOR shall immediately remove from the site, for the duration of the project, any person who is incompetent, careless, or not working in harmony. OWNER shall have the right to require the removal of such persons in writing and at OWNER's sole discretion.

4.1.5 The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of its agents and employees, consultants, subcontractors and suppliers.

4.2 Subcontractor / Supplier Contracts

The CONTRACTOR shall enter into written contracts with its subcontractors and suppliers, and those written contracts shall be consistent with this Agreement.

4.2.1 The CONTRACTOR shall make available to each subcontractor and supplier, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Agreement, including those portions of the Construction Documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractors and suppliers.

4.2.2 The CONTRACTOR shall include in its written contracts with its subcontractors and suppliers a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Agreement that are included by reference in its written contract with the CONTRACTOR, and that it will abide by those terms, conditions and requirements.

4.2.3 The CONTRACTOR's agreements with its subcontractors and suppliers shall require that in the event of default under, or termination of this Agreement and upon written request of the OWNER, the CONTRACTOR's subcontractors and suppliers will perform services for the OWNER.

4.3 Resolution of Trade Disputes

The CONTRACTOR shall promptly resolve claims, complaints, labor disputes and disputes over assignment of work tasks by and among its subcontractors and suppliers.

ARTICLE 5 - GOODS, PRODUCTS AND MATERIALS

5.1 Quality of Materials

The CONTRACTOR shall furnish goods, products, materials, equipment and systems which:

(i) Comply with this Agreement;

(ii) Conform to applicable specifications, descriptions, instructions, drawings, data and samples;

(iii) Are new (unless otherwise specified or permitted) and without apparent damage;

(iv) Are of quality, strength, durability, capacity or appearance equal to or higher than required by the Construction Documents;

(v) Are merchantable;

(vi) Are free from defects; and

(vii) Are beyond and in addition to those required by manufacturers' or suppliers' specifications where such additional items are required by the Construction Documents.

5.2 Installation and Use of Materials

All goods, products, materials, equipment and systems named or described in the Construction Documents, and all others furnished as equal thereto shall, unless specifically stated otherwise, be furnished, used, installed, employed and protected in strict compliance with the specifications, recommendations and instructions of the manufacturer or supplier, unless such specifications, recommendations or instructions deviate from accepted construction practices, or the Construction Documents, in which case the CONTRACTOR shall so inform the OWNER and the appropriate Professional and shall proceed as directed by that Professional, unless otherwise directed by the OWNER. The CONTRACTOR shall coordinate and interrelate all trade contracts, and subcontracts to ensure compatibility of goods, products, materials, equipment and systems, and validity of all warranties and guarantees, required by the Construction Documents for the Work.

5.3 Unsuitable Materials

The CONTRACTOR shall inform the OWNER of goods, products, materials, equipment or systems which the CONTRACTOR knows or should have known are unsuitable or unavailable at the time of bid submission, and claims relating to or arising out of claims that goods, products, materials, equipment or systems are unsuitable or unavailable shall not be entertained by the OWNER unless the CONTRACTOR, subcontractor, or supplier notified the OWNER in writing at the time of bid submission, along with proposed alternatives. Approval by the OWNER and a Professional of substitute goods, products, materials, equipment or systems does not mean or imply final acceptance by the OWNER and Professional if such items should be defective or not as previously represented. Should the CONTRACTOR furnish any approved goods, products, materials, equipment or systems different from or in addition to those required by the Construction Documents which require supplemental materials or installation procedures different from or in addition to those required for specified items, the CONTRACTOR shall provide such at no increased cost to the OWNER.

5.4 Security for The Project

The CONTRACTOR shall provide security for the project, including but not limited to security for its work in progress and for the goods, products, materials, equipment systems, construction machinery, tools, devices and other items required, used or to be used for its scope of the Work.

ARTICLE 6. - DOCUMENTS AND INFORMATION

6.1 Information from Owner

The OWNER shall provide the CONTRACTOR with information reasonably necessary to assist the CONTRACTOR in performing its services including, if applicable:

(i) The site legal description and any required survey;

(ii) All written and tangible material in its possession concerning conditions/ below ground at the Site;

(iii) If the Project involves an existing structure, all available as-built drawings, record drawings, plans, specifications and structure system information with respect to such structure; and

(iv) The OWNER's pertinent Project dates and key milestone dates.

6.2 Processing of Documents

When requested to do so by the OWNER, the CONTRACTOR shall process documents, and provide other reasonably required drawings, services and certifications, necessary to enable the OWNER to (i) obtain financing or insurance for the project; (ii) obtain approvals, permits and certificates of occupancy for the project not otherwise required to be obtained by CONTRACTOR; and to represent that the Work complies with requirements of governmental agencies having jurisdiction over the project.

6.3 Sufficiency of Owner Information

The furnishing of information by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibilities contained elsewhere in this Agreement to evaluate information and documents provided by the OWNER and the CONTRACTOR shall timely notify the OWNER in writing of any additional information needed or services required from the OWNER in order for the CONTRACTOR to perform the Work.

ARTICLE 7 - SUBMITTALS

7.1 Submittal Schedule

The CONTRACTOR shall timely prepare and transmit to the Professional a schedule for provision of all anticipated submittals. The schedule shall (i) include submittals required by the specifications; (ii) be in a format acceptable to the Professional; and (iii) set forth specific dates for submission of the listed submittals. The CONTRACTOR shall review and approve all submittals prior to submission to a Professional.

7.2 Processing of Submittals

The CONTRACTOR shall in timely fashion review, approve if appropriate and forward submittals to the Professional(s) for review and approval along with such detail and information, as the Professional requires. No part of the Work dealt with by a submittal shall be fabricated or performed until such approval has been given.

7.2.1 A Professional is responsible to the OWNER, but not to the CONTRACTOR, to verify that the submittals conform to the design concept and functional requirements of the plans and specifications, that the detailed design portrayed in shop drawings and proposed equipment and materials shown in submittals are of the quality specified and will function properly, and that the submittals comply with the Agreement.

7.2.2 All Work shall be performed in accordance with approved submittals. Approval of submittals by a Professional shall not relieve the CONTRACTOR from complying with this Agreement, including all plans and specifications, except as changed by change order.

ARTICLE 8 - CONTRACTORS INSPECTION AND CORRECTION OF DEFECTIVE OR INCOMPLETE WORK

8.1 Rejection and Correction of Work in Progress

During the course of Project, the CONTRACTOR shall inspect and promptly reject any Work (i) which does not conform to the Construction Documents; or (ii) which does not comply with any applicable law, statute, building code, rule or regulation of any governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

8.1.1 The CONTRACTOR shall promptly correct or require the correction of all rejected work, whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such work, including additional testing and inspections and compensation for all services and expenses necessitated by such correction.

8.1.2 The CONTRACTOR shall bear the cost of correcting destroyed or damaged work, whether completed or partially completed, of the OWNER or other trade CONTRACTORs or subcontractors caused by the CONTRACTOR's correction or removal of rejected Work.

8.2 Covered or Concealed Work

If a portion of the Work has been covered, the CONTRACTOR shall, if notified to do so by the OWNER or a Professional, uncover the designated portion for observation and then replace it.

8.2.1 If the designated portion of the Work was covered contrary to the request of the OWNER or the Professional, or to requirements specifically expressed in the Construction Documents, the CONTRACTOR shall receive no additional compensation for the costs of uncovering and replacement or modification of the construction schedule.

8.2.2 If the designated portion of the Work was covered prior to a specific request by the OWNER or the Professional that it remain uncovered, the CONTRACTOR shall receive additional compensation for the costs of uncovering and replacement or modification of the

Construction Scheduled only if the designated portion of the Work was in conformance with the Construction Documents.

ARTICLE 9 - CHANGE ORDERS AND CHANGES TO THE WORK

9.1 Change Order Requests

Any party to the construction process may request changes to the Work, compensation or applicable schedules.

9.1.1 With respect to such requests for changes by the CONTRACTOR, the CONTRACTOR shall prepare and submit written change order requests to the Professional within seven (7) days of the time that the CONTRACTOR becomes aware of the circumstances that the CONTRACTOR contends necessitates the change.

9.1.2 With respect to requests for changes by parties other than the CONTRACTOR, the CONTRACTOR shall review and respond to such change order requests within seven (7) days of receipt by the CONTRACTOR.

9.1.3 When requested to do so, the CONTRACTOR shall prepare and submit to a Professional, drawings, specifications or other data in support of a change order request.

9.1.4 Each change order shall include time and monetary impacts of the change as appropriate and shall constitute a complete and final settlement of all costs and impacts of whatever nature associated with the change, including, without limitation, the impact of the change on base contract Work. No changes or claims shall be allowed based upon cumulative impact.

9.2 Owner-Directed Changes

The OWNER may unilaterally direct the CONTRACTOR to implement changes in the Work so long as the Work the OWNER is requiring is not outside of the general scope of this Agreement, and the CONTRACTOR, upon written direction from the OWNER, shall proceed with such change.

9.3 Professional-Directed Changes

A Professional, without the OWNER's prior approval, may authorize or direct the CONTRACTOR to make minor changes in the Work which are consistent with the intent of the Construction Documents and which do not involve a change in Project cost, time for construction, scope, or approved design elements, and the CONTRACTOR shall promptly carry out such changes. Any such minor changes shall be implemented by written field order and executed by the CONTRACTOR.

9.4 Administration of Changes

A Professional will administer and manage all change order requests and change orders and will prepare required drawings, specifications and other supporting data as necessary in connection with minor changes, change order requests and change orders. The Professional shall submit such documents to the OWNER for review and approval prior to implementation.

9.5 Compensation for Changes

With respect to all change order requests involving credit to the OWNER or additional compensation to the CONTRACTOR, the CONTRACTOR shall (i) obtain from subcontractors and suppliers the best possible price quotations; (ii) review such quotations to ascertain whether they are reasonable; (iii) prepare an itemized accounting together with appropriate supporting data, including reasonable expenditures by, and savings to, those performing the Work involved in the proposed change; and (iv) provide a reasonable price quotation to the designated Professional.

9.5.1 If price quotations for change order requests are determined by the Professional to be unreasonable, the CONTRACTOR shall, in writing, justify said quotations or provide additional back-up materials, if after review of the additional information the Professional determines the quotation is unreasonable, the OWNER may require the subject work be performed on a time and material basis.

9.5.2 The CONTRACTOR and its subcontractors and suppliers shall be allowed no additional compensation for any costs, fees or expenses incurred in performing services already required by this Agreement, and in connection with changes, shall not be entitled to additional reimbursement for home-office, other non-job-site or indirect overhead expenses, or tools necessary for construction.

9.5.3 It is the responsibility of the CONTRACTOR to review and approve all pricing of additional work required of its subcontractors and suppliers.

9.6 Performance of Change

Upon receipt of a field order or change order that has been approved by the OWNER, changes in the Work shall be promptly performed. All changes in the Work shall be performed under applicable conditions of the Construction Documents

9.7 Disputes Regarding Changes

9.7.1 Regardless if there is a dispute (i) that a change has occurred; (ii) whether a change in the Work will result in adjustment of compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the change shall be carried out if the OWNER so directs. No claim shall be prejudiced by performance of the Work so long as the OWNER is timely notified of the claim in writing prior to performance of the Work which is the subject of the dispute and the party disputing the decision of the OWNER recites the reasons for its dispute in the written notice. Failure to notify the OWNER in writing shall constitute a waiver of any claim resulting from the change.

9.7.2 In the event a change order request is approved by the OWNER in the absence of an agreement as to cost, time, or both, the appropriate Professional will (i) receive and

maintain all documentation pertaining thereto; (ii) examine such documentation on the OWNER's behalf; (iii) take such other action as may be reasonably necessary or as the OWNER may request; and (iv) make a written recommendation to the OWNER concerning any appropriate adjustment in the Construction Price or time.

9.8 Necessity for Signed Writing

No act, omission, course of conduct, or course of dealing shall alter the requirement that change orders shall be in writing and signed by the OWNER, and that change orders are the exclusive method for effecting any adjustment to compensation or applicable schedules. The CONTRACTOR understands and agrees, on behalf of itself and its subcontractors and suppliers, that neither compensation nor applicable schedules can be changed by implication, conduct, oral agreement, or unwritten change order. Express written notice is a non-waivable condition precedent to CONTRACTOR's right to recover under this Article 9 and this Agreement generally.

ARTICLE 10 - FINANCIAL CLAIMS AND LIENS

10.1 Notification Regarding Liens

The CONTRACTOR shall immediately notify the OWNER and Professional(s), both orally and in writing, of the nature and details of any mechanics' liens, construction liens, CONTRACTOR's trust fund claims, or claims of any type made by anyone against the OWNER, the Professional(s), the CONTRACTOR or any subcontractor or supplier of any of them or against the Project whether or not such claims arise from the Work.

10.2 Discharge of Liens

The CONTRACTOR shall take all action necessary to obtain the prompt discharge of any liens or claims filed against the Project. If any lien or claim filed against the Project is not discharged and released by the claimant the CONTRACTOR shall, within a reasonable period of time, but in no event more than fourteen calendar days after written request from the OWNER and at its own cost promptly obtain discharge and release of, or indemnity for, such lien or claim by providing or filing, as appropriate, the requisite bond. If the CONTRACTOR fails to have any such lien or claim discharged and released, or fails to provide or file the requisite bond, the OWNER shall have the right to pay any sums necessary to obtain such a discharge and release, and the CONTRACTOR shall bear all expenses incurred by the OWNER in so doing.

10.3 Lien Releases

Notwithstanding the use of the lien release documents herein, the City of Oviedo relies upon the provisions of Section 255.05, *Florida Statutes*, relating to bonds of contractors constructing public buildings and public works; the fact that the term "owner" does not include "any political subdivision, agency, or City of the state, a municipality, or other governmental entity" in the construction lien law of Florida; and the general provision of controlling law that the public property of the City cannot be made subject to a lien without its consent which occurs specifically in accordance with controlling law (and the City affirmatively does not so consent).

ARTICLE 11 – OWNER'S CONSULTANT(S), PROFESSIONAL(S) AND CONSTRUCTION ADMINISTRATION

11.1 Owner's Designated Professional Representative

Unless otherwise directed by the OWNER, one designated Professional shall act as the OWNER's representative from the effective date of this Agreement until one year from the date of achievement of Substantial Completion.

11.1.1 The Professional so designated will be the OWNER's design representative during performance of the Work and will consult with and advise the OWNER on all design and technical matters.

11.1.2 The designated Professional will act as initial interpreter of the requirements of this Agreement and as the OWNER's advisor on claims.

11.2 Professional Site Visits

The Professional(s) will visit the site with sufficient frequency for familiarization with the progress and quality of the Work and to inspect the Work to determine compliance of the Work with (i) this Agreement, including approved shop drawings and other submittals; (ii) the Construction Schedule; and (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project. No site or construction work that is to be covered shall be covered until the Professional has inspected the Work and provided a written report of the inspection to the OWNER.

11.3 Professional Rejection of Work

The Professional(s) may disapprove or reject Work which does not comply with (i) this Agreement including approved shop drawings and other submittals; or (ii) applicable laws, statutes, building codes, rules or regulations of any governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

11.4 Professional Evaluations

11.4.1 The Professional(s) will review and evaluate the results of all inspections, tests and written reports required by this Agreement and by any governmental entity having or asserting jurisdiction over the Project. The Professional(s) will take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s). The Professional(s) will promptly reject Work, which does not conform to and comply with testing requirements.

11.4.2 The Professional(s) may require inspection or testing of any work in addition to that required by this Agreement or governmental entitles having or asserting jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether or not such Work is then fabricated, installed or completed. The Professional(s) will take appropriate action on all such special testing and inspection reports, including acceptance,

rejection, requiring additional testing or corrective work, or such other action deemed appropriate by the Professional(s).

11.5 Professional Submittal Activities

The Professional(s) will review and approve, reject or take other appropriate action on submittals such as shop drawings, product data, samples and proposed equal materials or equipment and requested substitutions within not more than fourteen calendar days, and will not approve any submittals unless such submittals conform with (i) the Project design concept; (ii) this Agreement; and (iii) the OWNER's budgeted Total Project Construction cost. A Professional's review of submittals shall not constitute final acceptance of materials or equipment furnished or installed if such materials or equipment should be defective or not as represented by approved submittals or as otherwise required by the Construction Documents. The CONTRACTOR remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performance of the Work.

11.6 Professional Interpretations

A Professional will, when requested to do so in writing by the CONTRACTOR, promptly and so as to cause no unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. A Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with this Agreement.

11.7 Professional Change Order Activities

The Professional(s) will consult with and advise the OWNER concerning, and will administer and manage, all change order requests and change orders on behalf of the OWNER.

11.8 Professional Pay Application Activities

The appropriate Professional will review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the CONTRACTOR and shall authorize payment by the OWNER to the CONTRACTOR in writing. After the Work is determined to be finally complete and the Professional determines that the CONTRACTOR has completed the Work, the Professional will determine whether the CONTRACTOR is entitled to final payment, and if so will so certify to the OWNER in writing.

11.9 Professional Relationship to Contractor

The duties, obligations and responsibilities of the CONTRACTOR under this Agreement shall not be changed, abridged, altered, discharged, released, or satisfied by any duty, obligation or responsibility of any Professional. The CONTRACTOR shall not be a third-party beneficiary of any agreement by and between the OWNER and any Professional. The duties of the CONTRACTOR to the OWNER shall be independent of, and shall not be diminished by, any duties or obligations of any Professional to the OWNER.

ARTICLE 12 - INSPECTION, CORRECTION OF WORK AND PROJECT CLOSE OUT

12.1 Substantial Completion

Substantial Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Substantial Completion inspection, and the required Substantial Completion documentation and items have been produced.

12.1.1 When the CONTRACTOR believes that the Work is Substantially Complete, it shall notify the OWNER and the appropriate Professional that its work is ready for a Substantial Completion inspection.

12.1.2 At or prior to the Substantial Completion inspection, the CONTRACTOR will prepare and furnish to the Professional a Declaration of Substantial Completion, which at a minimum must:

(i) Contain a blank for entry of the date of Substantial Completion, which date will fix the commencement date of warranties and guaranties and allocate between the OWNER and the CONTRACTOR responsibility for security, utilities, damage to the work and insurance;

(ii) Include a list of items to be completed or corrected and state the time within which the listed items will be completed or corrected; and

(iii) Contain signature lines for the OWNER, the CONTRACTOR and the Professional.

12.1.3 Upon receipt of notification from the CONTRACTOR the appropriate Professional will coordinate with the OWNER and the CONTRACTOR a date for inspection of the Work to determine whether the Work is Substantially Complete.

12.1.4 At inspection(s) to determine whether the Work is Substantially Complete, the Professional will:

(i) Inspect the Work;

(ii) List additional items to be completed or corrected; and

(iii) Determine, in consultation with the OWNER, whether Substantial Completion of the Work has occurred.

12.1.5 If the Work is determined not to be Substantially Complete, the Work shall be prosecuted until the Work is Substantially Complete and the inspection process shall be repeated at no additional cost to the OWNER until the Work is determined to be Substantially Complete.

12.1.6 On or prior to the required date of Substantial Completion, the CONTRACTOR shall deliver to the appropriate Professional keys, permits, the certificate of occupancy, and other necessary and customary documents and items pre-requisite for the OWNERs occupancy and use of the Work for its intended purpose. The Professional will obtain and review

Substantial Completion documentation and items, and will inform the CONTRACTOR of any deficiencies.

12.1.7 When the OWNER, the CONTRACTOR and the appropriate Professional agree that the Work has passed the Substantial Completion inspection and the CONTRACTOR has produced the required Substantial Completion documentation and items, they shall each sign the Declaration of Substantial Completion declaring the work Substantially Complete and establishing the actual date of Substantial Completion. The Declaration of Substantial Completion shall also include a list of and timeline for the completion of Work needing completion and correction.

12.2 Final Completion

Final Completion of the work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and that the CONTRACTOR has produced all required Final Completion close-out documentation and items. Final Completion shall not be deemed to have occurred and no final payment shall be due the CONTRACTOR or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and all required Final Completion close-out documentation and items have been produced to the OWNER by the CONTRACTOR.

12.2.1 When the CONTRACTOR believes the Work is Finally Complete, the CONTRACTOR shall notify the OWNER and the appropriate Professional that the Work is ready for Final Completion inspection.

12.2.2 Upon receipt of such notification from the CONTRACTOR, the Professional will coordinate with the OWNER and the CONTRACTOR a date for Inspection of the Work to determine whether the Work is Finally Complete.

12.2.3 At the Final Completion inspection to determine whether the work is finally complete, the Professional will:

(i) Inspect the Work;

(ii) Determine whether all items on the list included with the Declaration of Substantial Completion have been satisfactorily completed and corrected;

(iii) Determine whether the Work complies with (a) this Agreement; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards;

(iv) Determine whether required inspections and approvals by the officials having or asserting jurisdiction over the Project have been satisfactorily completed: and

(v) Determine, in consultation with the OWNER, whether the Work is Finally Complete.

12.2.4 If the work is not Finally Complete, the CONTRACTOR shall continue to prosecute the Work, and the inspection process shall be repeated at no additional cost to the OWNER, until the Work is Finally Complete.

12.2.5 On or prior to the date of Final Completion, the CONTRACTOR shall deliver to the appropriate Professional the following Final Completion close-out documentation and items:

(i) All operating and instruction manuals not previously produced during commissioning and required maintenance stocks;

(ii) Two (2) sets of as-built drawings and markups;

(iii) Certification and affidavit that all insurance required of the CONTRACTOR beyond final payment if any, is in effect and will not be canceled or allowed to expire without notice to the OWNER;

(iv) Written consent of the surety(ies), if any, to final payment;

(v) Full, final and unconditional waivers of mechanics or construction liens, releases of CONTRACTOR's trust fund or similar claims, and release of security interests or encumbrances on the Project property from each CONTRACTOR, subcontractor, supplier or other person or entity who has, or might have a claim against the OWNER or the OWNER's property;

(vi) Full, final and unconditional certification and affidavit that all of the CONTRACTOR's obligations to CONTRACTORs, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Project have been paid or otherwise satisfied;

(vii) All written warranties and guarantees relating to the labor, goods, products, materials, equipment and systems incorporated into the Work, endorsed, countersigned, and assigned as necessary;

(viii) Affidavits, releases, bonds, waivers, permits and other documents necessary for final close-out of Work;

(ix) A list of any item(s) due but unable to be delivered and the reason for non-delivery; and

(x) Any other documents reasonably and customarily required or expressly required herein for full and final close-out of the Work.

12.2.6 The appropriate Professional will review and determine the sufficiency of all Final Completion close-out documentation and items required for Final Completion which are submitted by the CONTRACTOR, and will immediately inform the CONTRACTOR about any deficiencies and omissions.

ARTICLE 13 - CONTRACTORS WARRANTIES AND GUARANTEES

13.1 One-Year Warranty

In addition to the warranties and guarantees set forth elsewhere in this Agreement, the CONTRACTOR, upon request by the OWNER or the Professional, shall promptly correct all failures or defects in the Work for a period of one year after the actual date of Substantial Completion.

13.1.1 The CONTRACTOR shall schedule, coordinate and participate in a walk-through inspection of the Work one month prior to the expiration of the one-year correction period, and shall notify the OWNER, the appropriate Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.

13.1.2 Should the CONTRACTOR fail to promptly correct any failure or defect, the OWNER may take whatever actions it deems necessary to remedy the failure or defect and the CONTRACTOR shall promptly reimburse the OWNER for any expenses or damages it incurs as a result of the CONTRACTOR's failure to correct the failure or defect.

13.2 Express Warranties and Guarantees – Contractor

In addition to the warranties and guarantees set forth elsewhere herein, the CONTRACTOR expressly warrants and guarantees to the OWNER:

(i) That the Work complies with (a) the Construction Documents; and (b) this Agreement; (c) all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

(ii) That all goods, products, materials, equipment and systems incorporated into the Work conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted) and without apparent damage or defect; (b) of quality equal to or higher than that required by the Construction Documents; and (c) merchantable; and

(iii) That all management, supervision, labor and services required for the work shall comply with this Agreement and shall be and are performed in a workmanlike manner.

13.3 Express warranties And Guarantees - Subcontractors and Suppliers

The CONTRACTOR shall require that all of its subcontractors and suppliers provide written warranties, guarantees and other undertakings to the OWNER and the CONTRACTOR in a form identical to the warranties, guarantees and other undertakings set forth in this Agreement, including the warranties, guarantees and undertakings set forth in this Article, which warranties, guarantees and undertakings shall run to the benefit of the OWNER as well as the CONTRACTOR.

13.4 Non-Exclusivity and Survival

The warranties and guarantees set forth in this Article shall be in addition to all other warranties, express, implied or statutory, and shall survive the OWNER's payment, acceptance, inspection of or failure to inspect the work, and review of the Construction Documents.

13.5 Non-Limitation

Nothing contained in Paragraph 13.1, shall be construed to establish a period of limitation with respect to the CONTRACTOR's obligations under this Agreement. Paragraph 13.1 relates only to the CONTRACTOR's specific obligations with respect to the Work, and has no relationship to the time within which the CONTRACTORs contractual obligations under this Agreement may be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to any contractual obligations pursuant to Paragraph 13.1 or contained elsewhere herein.

13.6 Commencement of Obligations

Unless otherwise specified, all of the CONTRACTOR's warranty and guaranty obligations, including the time period(s) for all written warranties and guarantees of specifically designated equipment required by the Construction Documents, shall begin on the actual date of substantial Completion.

ARTICLE 14 – OWNER'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

14.1 Timely Compensation of Contractor

The OWNER shall timely compensate the CONTRACTOR in accordance with this Agreement.

14.2 Payment for Testing

Unless otherwise required to be provided by the CONTRACTOR in its scope of services, OWNER shall secure and pay for all Project testing.

14.3 Owner Review of Documents

The OWNER shall review documents prepared by the CONTRACTOR in a timely manner and in accordance with schedule requirements. Review by the OWNER shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the CONTRACTOR of any of its responsibilities.

14.4 Status of Owner

The OWNER shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the CONTRACTOR, for any of the foregoing purposes, be deemed the agent of the OWNER.

14.5 Owners Utilities

The OWNER shall provide water, gas and electrical energy only as they exist at the Site prior to the start of construction. The CONTRACTOR shall be responsible to provide and pay for connections to, extensions from and means of using these utilities.

14.5.1 The OWNER will pay utility company bills for water, gas and electrical energy which is required for the Project and which passes through the OWNER's meters. However, the OWNER shall not pay for (i) water which is expended without proper regard for ecological and conservation considerations; (ii) electrical energy expended in electric heating devices; or (iii) utilities for CONTRACTOR's field offices.

14.5.2 Acceptance by the CONTRACTOR of the use of the OWNER's water, gas and electrical energy constitutes a release from the CONTRACTOR to the OWNER of all claims and liability for any damages or losses which may be incurred by the CONTRACTOR as a result of water, gas and electrical energy outages or voltage variations or surges,

ARTICLE 15 – CONTRACTOR'S COMPENSATION

15.1 Unit Prices

If any portion of the Construction Price is determined by the application of unit prices, the number of units contained in the CONTRACTOR's compensation schedule is an estimate only, and the compensation to the CONTRACTOR shall be determined by the actual number of units incorporated in, or required by, the Work.

15.2 Schedule of Values

The CONTRACTOR shall prepare and present to the OWNER and the designated Professional the CONTRACTOR's schedule of values, apportioning the different elements of the Work for purposes of periodic and final payment. The CONTRACTOR's schedule of values shall be presented in the format, and with such detail and supporting information, requested by the Professional or OWNER. The CONTRACTOR shall not imbalance or artificially inflate any element of its schedule of values. Upon the Professional and OWNER's acceptance, the schedule of values shall be used to process and pay the CONTRACTOR's payment requests. The schedule of values shall not be changed without written change order authorized by the OWNER

15.3 Invoicing Procedures

In accordance with the procedures and requirements set forth in this Article and in Chapter 218, Part VII "Florida Prompt Payment Act", Florida Statute, the CONTRACTOR shall invoice the OWNER and the OWNER shall pay the CONTRACTOR the Construction Price.

15.3.1 At least every thirty calendar days after commencement of performance, but no more frequently than once a month, the CONTRACTOR shall submit invoices to the Professional requesting payment for labor and services rendered during the preceding thirty calendar days. Each invoice shall contain such detail and be backed up with whatever supporting information the OWNER or a Professional requests and shall at a minimum state,

(i) The total Construction Price;

(ii) The amount due for properly provided labor, materials and equipment properly incorporated into the Project; and with respect to amounts invoiced for materials or equipment necessary for the Project and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the OWNER), be accompanied by written proof that the OWNER has title to such materials or equipment and that such material and equipment is fully insured against loss or damage;

(iii) A breakdown of the various phases or parts of the work as related to the Construction Price;

(iv) The value of the various phases or parts of the Work actually performed;

(v) Previously invoiced amounts and credit payments made;

(vi) Invoice date;

(vii) The total amount due, less the retainage amount, and shall also have attached such lien waivers, affidavits, and other documentation verifying the CONTRACTOR's payment to subcontractors and suppliers as the OWNER or a Professional may request.

15.4 Payment Procedures

15.4.1 Within ten (10) days of submission by CONTRACTOR, the Professional will review the CONTRACTOR's applications for payment including such accompanying data, information and schedules as the Professional requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Work, shall authorize payment by the OWNER to the CONTRACTOR in writing. Such authorization will constitute the Professional's certification to the OWNER that

(i) The work described in the CONTRACTORs invoice has progressed to the level indicated and has been performed in accordance with the Agreement;

(ii) All necessary and appropriate lien waivers and affidavits have been submitted; and

(iii) The amount requested is currently due and owing to the CONTRACTOR.

15.4.2 In the case of unit price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

15.4.3 Payments shall be deemed timely if made by OWNER within twenty-one (21) days of receipt by OWNER of the Professional's authorization to make payment.

15.5 Owners Right to Refuse Payment

A Professional's approval of the CONTRACTOR's invoice shall not preclude the OWNER from exercising any of its remedies afforded by this Agreement. In the event of a dispute, payment shall be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the OWNER. The OWNER shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the CONTRACTOR due to:

(i) The CONTRACTOR's failure to perform the work in compliance with the requirements of this Agreement or any other agreement between the parties;

(ii) The CONTRACTOR's failure to correctly and accurately represent the work performed in a payment request, or otherwise;

(iii) The CONTRACTOR's performance of the work at a rate or in a manner that, in the OWNER's opinion, is likely to result in the Project or any portion of the Project being inexcusably delayed;

(iv) The CONTRACTORs failure to use funds previously paid the CONTRACTOR by the OWNER, to pay the CONTRACTOR's Project-related obligations including, but not limited to, the CONTRACTOR's subcontractors, material men, and suppliers;

(v) Claims made, or likely to be made, against the OWNER or its property;

(vi) Loss caused by the CONTRACTOR or the CONTRACTOR's subcontractors, or suppliers; or

(vii) The CONTRACTOR's failure or refusal to perform any of its obligations to the OWNER.

15.6 Contractors Right to Refuse Performance for Non-Payment

If within twenty (20) calendar days from the date payment is due hereunder, the OWNER, without cause or basis hereunder, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR, the CONTRACTOR shall have the right, in addition to all other rights and remedies contained herein, to cease performance of the work until receipt of proper payment after first providing fourteen calendar days written notice to the OWNER of its intent to cease work.

15.7 Correction Of Past Payments

All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and shall be corrected and adjusted in the final payment. In the event that any invoice contains a defect or impropriety which would prevent timely payment, the OWNER shall notify the CONTRACTOR in writing of such defect or impropriety. Any disputed amounts determined by the OWNER to be payable to the CONTRACTOR shall be due twenty (20) calendar days from the date the dispute is resolved.

15.8 Interest on Outstanding Amounts Due

Interest shall accrue on amounts owed by the OWNER to the CONTRACTOR, which remain unpaid thirty calendar days following the date on which payment is due. Said interest shall accrue at the judgment rate then applicable in accordance with Florida statutes.

15.8.1 No interest shall accrue when payment is delayed because of a dispute between the OWNER and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment, which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage, which is withheld to assure performance of this Agreement.

15.9 Invoice Warranties and Guarantees

The CONTRACTOR expressly warrants and guarantees to the OWNER that:

(i) Title to all goods, products, materials, equipment and systems covered by an invoice will pass to the OWNER either by incorporation into the Work, or upon receipt of payment by the CONTRACTOR, whichever occurs first;

(ii) All goods, products, materials, equipment and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances; and

(iii) No goods, products, materials, equipment or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

15.10 Contractor's Signature

The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR's certification to the OWNER that (i) the CONTRACTOR's services listed in the invoice have progressed to the level indicated and have been performed as required by this Project Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the OWNER and that its payments to such subcontractors and suppliers conforms with the requirements of applicable prompt payment statutes; and (iii) the amount requested is currently due and owing.

15.11 Taxes

The CONTRACTOR shall incorporate into the Construction Price, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment and systems incorporated into the Work which were legally required at the time of execution of this Agreement, whether or not yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the OWNER from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted

against the OWNER by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the OWNER in securing qualified refunds of any sales or use tax paid by the OWNER or CONTRACTOR on goods, products, materials, equipment or systems. Any refund secured shall be paid to the OWNER.

15.12 Compensation of Contractor's Subcontractors and Suppliers

Upon receipt of payment from the OWNER, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or suppliers portion of the work, the amount to which each entity is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such entity's portion of the Work. The OWNER shall have no obligation to pay, and shall not be responsible for payments to, the CONTRACTOR's subcontractors or suppliers. However, the OWNER reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers in the event that the OWNER becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the OWNER, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the OWNER to repeat the procedure in the future.

15.13 Final Payment

Prior to being entitled to receive final payment, and as a condition precedent thereto, the CONTRACTOR must achieve Final Completion. The OWNER shall, subject to its rights set forth above in this Article, make final payment of all sums due the CONTRACTOR within fourteen calendar days of a Professional's execution of a final approval for payment.

15.14 Retainage

15.14.1 The value of each Application for Payment shall be equal to the total value of Work performed to date, less an amount retained in accordance to Chapter 255.078 Florida Statute, "Public Construction Retainage" and Chapter 218.735 Florida Statute, "Florida Prompt Payment Act", and less payment previously made and amounts withheld in accordance with the Contract Documents.

15.14.2 Retainage under the Contract Documents is held by OWNER as collateral security to assure completion of Work.

ARTICLE 16 - SCHEDULE REQUIREMENTS

16.1 Construction Schedule

The construction schedule shall include all pertinent dates and periods for timely completion of the Work.

16.1.1 Unless otherwise directed and approved by the OWNER, the CONTRACTOR shall prepare and submit within thirty (30) days of Agreement execution, the Construction Schedule as a

critical path schedule with separate divisions for each major portion of the Work or operations. The Construction Schedule shall include and properly coordinate dates for performance of all divisions of the Work, including completion of off-Site requirements and tasks, so that the work can be completed in a timely and orderly fashion consistent with the required dates of Substantial Completion and Final Completion.

16.1.2 The Construction Schedule shall include (i) the required commencement date, the required dates of Substantial Completion and Final Completion; (ii) any guideline and milestone dates required by the OWNER; (iii) any applicable subcontractor and supplier sub-schedules; (iv) a submittal schedule which allows sufficient time for review of documents and submittals; (v) the complete sequence of construction by activity, with dates for beginning and completion of each element of construction; and (vi) required decision dates.

16.1.3 By reviewing the Construction Schedule, the OWNER and a Professional do not assume any of the CONTRACTOR's responsibility (i) that the Construction Schedule be coordinated or complete; or (ii) for timely and orderly completion by the required dates of Substantial Completion, Final Completion and any milestone dates required by the OWNER.

16.1.4 The CONTRACTOR shall review, on a weekly basis, the actual status of the work against the Construction Schedule. The CONTRACTOR shall discuss the status of the work weekly with the designated Professional, so that proper overall management may be provided.

16.1.5 The CONTRACTOR shall periodically and in all instances when the CONTRACTOR anticipates that performance of the work will be delayed or in fact has been delayed, but not less frequently than monthly, prepare a revised Construction schedule and show actual progress of the Work through the revision date, projected completion of each remaining activity, activities modified since previous submittal, major changes in scope, and other identifiable changes. The updated Construction Schedule shall be accompanied by a narrative report which (i) states and explains any modifications of the critical path schedule, including any changes in logic; (ii) defines problem areas and lists areas of anticipated delays; (iii) explains the anticipated impact the problems and delays will have on the schedule and scheduled activities; (iv) reports corrective action taken or proposed; and (v) states how problems anticipated by projections shown on the schedule will be resolved to avoid delay in delivering the Work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the OWNER, if any.

16.2 Delay in Performance

If at any time the CONTRACTOR anticipates that performance of the work will be delayed or in fact has been delayed, the CONTRACTOR shall (i) within three (3) days notify the designated Professional in writing of the probable cause of and effect from the delay, and possible alternatives to minimize the delay: and (ii) take all corrective actions reasonably necessary to deliver the work by the required dates of Substantial Completion and Final Completion, and other milestone dates required by the OWNER, if any. In the event that corrective action is necessary to overcome delays caused by CONTRACTOR, then CONTRACTOR shall not be entitled to compensation for such corrective action. In the event that corrective action is necessary to overcome delays caused by OWNER or those for whom the OWNER is responsible, then CONTRACTOR shall be entitled to an equitable adjustment

for the reasonable costs of its corrective actions. In no event, however, shall CONTRACTOR be entitled to inefficiency costs arising from or related to such corrective action.

16.3 Modifications to Time for Performance

The CONTRACTOR shall determine and within seven (7) days of the circumstances giving rise to the claim, notify the OWNER and the Professional(s) in writing when it believes adjustments to the required dates of Substantial Completion or Final Completion, or other milestone dates required by the OWNER, if any, are necessary, but no such adjustments shall be effective unless approved in writing by the OWNER and Professional(s).

16.4 Early Completion

The CONTRACTOR may attempt to achieve Substantial Completion before the required date of Substantial Completion. However, such planned early completion shall be for the CONTRACTOR's sole convenience and shall not create any additional CONTRACTOR rights or OWNER obligations under this Agreement, nor shall it change the required dates of Substantial Completion or Final Completion. The OWNER shall not pay the CONTRACTOR any additional compensation for achievement of Substantial Completion or Final Completion prior to the required dates nor will the OWNER owe the CONTRACTOR any compensation should the OWNER cause the CONTRACTOR not to achieve substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.

16.5 Modification Dates of Substantial Completion or Final Completion

The CONTRACTOR may propose modifications to the required dates of Substantial completion or Final Completion. The OWNER may, but is not required to, accept the CONTRACTOR's proposal. Modification(s) of the required dates of Substantial Completion or Final Completion shall be accomplished only by duly authorized and accepted change order(s) stating the new date (s) with specificity and reciting that all references in this Agreement to the required dates of Substantial Completion or Final Completion shall thereafter refer to the date(s) as modified, and all rights and obligations, including the CONTRACTOR's liability for actual damages, delay damages and liquidated damages, shall be determined in relation to the date(s) as modified.

16.6 Document Review

The CONTRACTOR shall provide documents to the OWNER and Professional(s) for review in accordance with schedule requirements and with sufficient lead-time to allow the OWNER and Professional(s) reasonable time for review.

ARTICLE 17 - LIQUIDATED DAMAGES

17.1 Time of The Essence

The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the OWNER will incur damages if the Work is not completed on time. The CONTRACTOR shall at all times carry out its duties and responsibilities as expeditiously as

possible and shall begin, perform and complete its services so that (i) the work progresses in accordance with the Construction Schedule; (ii) the Work is Substantially Completed by the required date of Substantial Completion; and (iii) the Work is Finally Complete by the date of Final Completion.

17.2 Failure to Timely Achieve Completion

The parties hereto mutually understand and agree that the OWNER will sustain substantial monetary and other damages in the event of a failure or delay by the CONTRACTOR in the completion of the Work. If the CONTRACTOR inexcusably fails to achieve Substantial Completion by the required date of Substantial completion as established and previously set forth in this Agreement, the CONTRACTOR shall pay to the OWNER, as liquidated damages for delay and not as a penalty, the daily amount as specified in Agreement Form, Section 00500, 1.02D for each and every day after the required date of Substantial Completion until Substantial Completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the CONTRACTOR is terminated by OWNER for default and shall apply until Substantial Completion has been achieved by any completing CONTRACTOR. If the CONTRACTOR fails to achieve Final Completion by the required date of Final Completion as established and previously set forth in this Agreement, the CONTRACTOR shall pay to the OWNER, as liquidated damages for delay and not as a penalty, the daily amount stated in Agreement Form, Section 00500, 1.02D for failure to timely achieve Substantial Completion, for each calendar day of unexcused delay in achieving Final Completion.

17.3 Compensable Delay

If the CONTRACTOR is delayed at any time in the progress or performance of the work by (i) acts or omissions of the OWNER or Professional(s); or (ii) major changes ordered by the OWNER in the scope of Work, the CONTRACTOR shall give OWNER and the Professional written notice within seven (7) days of the circumstances giving rise to the delay. The Construction Schedule shall be extended for the period of such delay and CONTRACTOR's compensation shall be equitably adjusted to cover the CONTRACTORs actual and direct increased costs attributable to such delay, but in no event shall CONTRACTOR be entitled to compensation for indirect, home office, or offsite overhead attributable to such delay.

17.4 Excusable Delay

If the CONTRACTOR is delayed at any time in the progress or performance of the Work by (i) fire; (ii) unusual delays in transportation; (iii) unusually severe and adverse weather conditions not reasonably anticipated by the CONTRACTOR and as demonstrated by comparison to climatological data; (iv) unavoidable casualties; (v) causes beyond the CONTRACTOR’s control which were not reasonably anticipatable, the Construction Schedule shall be extended for a period equal to the length of such delay, but only if (a) such delay is not in any way caused by default or collusion on the part of the CONTRACTOR or by any cause which the CONTRACTOR could reasonably control or circumvent; (b) the CONTRACTOR would have otherwise been able to timely perform all of its obligations under this Agreement but for such delay; and (c) immediately but not later than seven calendar days after the beginning of any such delay the CONTRACTOR gives written notice of its delay claim to the OWNER. An extension of the Construction Schedule shall be CONTRACTOR’s sole and exclusive remedy for such Excusable Delays. In no event shall CONTRACTOR be entitled to

monetary compensation for Excusable Delays. Economic hardship or a shortage of craft labor shall not constitute the basis for an Excusable Delay.

17.5 Owner's Right to Withhold Payment

When it reasonably believes (i) that Substantial Completion will be inexcusably delayed; or (ii) that the CONTRACTOR will fail to achieve Final Completion by the date of Final Completion, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR the daily amount specified for liquidated damages in this Article for each calendar day of the unexcused delay.

17.5.1 If and when the CONTRACTOR overcomes the delay in timely achieving Substantial Completion or Final Completion, or any part thereof, for which the OWNER has withheld payment, the OWNER shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

17.5.2 Delay caused by labor disputes, picketing, employee boycotts, or the like which directly or indirectly involves employees of the CONTRACTOR or its subcontractors and suppliers is not the responsibility of the OWNER and will result in time extensions only if agreed to in writing by the OWNER at the time such events arise.

ARTICLE 18 - CONCEALED AND UNFORESEEN CONDITIONS

18.1 **Notification Regarding Unusual Conditions**

If (i) the CONTRACTOR encounters concealed and unforeseen conditions of an unusual nature which affect the performance of the Work; or (ii) the conditions vary from those indicated by the Construction Documents; and (iii) such conditions are not ordinarily found to exist or differ materially from those generally recognized as inherent in work of the character provided by the CONTRACTOR, the CONTRACTOR shall promptly, but in no event later than three calendar days after first observance of the conditions, notify in writing the appropriate Professional(s) and the OWNER before conditions are disturbed and give the Professional(s) or the OWNER opportunity to observe the condition in its undisturbed state.

18.1.1 The conditions will be promptly investigated and, if they differ substantially and cause a material increase or decrease in the CONTRACTOR's cost of, or time required for, performance of the Work, compensation or time for performance or both will be equitably adjusted.

18.1.2 All adjustments in compensation or extensions of time shall be by change order. Change order requests must be made within fourteen calendar days from the date of observation of the changed conditions.

18.1.3 The CONTRACTOR's failure to notify the Professional(s) and OWNER as provided in this Article shall constitute a waiver of any claim arising out of or relating to such concealed or unknown condition.

ARTICLE 19 – CONTRACTOR'S RECORDS

19.1 Preparation Of Records

The CONTRACTOR shall, concurrently with performance of its services, prepare substantiating records regarding services rendered and goods furnished.

19.2 Retention Of Records

The CONTRACTOR shall retain in its records copies of all (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) change order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including by way of example overhead allocations, payroll records, time sheets, rental receipts, fixed asset records); and (xii) other documents such as plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, digital files, documents reflecting the unit price of construction and other writings or things which document the Project, its design, its cost and its construction.

19.2.1 The CONTRACTOR shall maintain substantiating records for five years after the date of Final Completion or for any longer period of time as may be required by law or good construction practice. If the CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within this five-year period, the CONTRACTOR shall continue to maintain all Project records until final resolution of the dispute or litigation.

19.2.2 The CONTRACTOR shall, upon seven days request from the OWNER, secure from its subcontractors and suppliers copies of (i) written communications; (ii) memoranda of verbal communications; (iii) accounting records (including original estimates and estimating work sheets, purchase orders and invoices); (iv) job site notes; (v) daily logs; (vi) reports; (vii) notices; (viii) all subcontract files (including proposals of successful and unsuccessful bidders); (ix) Change Order files (including documentation covering negotiated settlements); (x) written policies and procedures, (xi) records necessary to evaluate and verify direct and indirect costs (including overhead allocations), and (xii) other documents generated with respect to the Project.

19.3 Access to Records

Upon the request of the OWNER, the CONTRACTOR shall make its records available during normal business hours to the OWNER, its authorized representative(s) or to any state, federal or other regulatory authority. Any such authority, the OWNER and its authorized representative(s) shall be entitled to inspect, examine, review and copy the CONTRACTORs records at the copying party's reasonable expense, within adequate work space at the CONTRACTOR's facilities. Failure by the CONTRACTOR to supply substantiating records from itself and its subcontractors and suppliers upon

the request of the OWNER shall be reason to exclude the related costs from amounts which might otherwise be payable by the OWNER pursuant to this Agreement.

ARTICLE 20 - PROPRIETARY DOCUMENTS AND CONFIDENTIALITY

20.1 Nature And Use Of Information

All Information, documents, and electronic media furnished by the OWNER to the CONTRACTOR (i) belong to the OWNER; (ii) are proprietary and confidential; (iii) are furnished solely for use on the OWNERs Project; (iv) shall be kept confidential by the CONTRACTOR; and (v) shall not be used by the CONTRACTOR on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance. The OWNER hereby grants to the CONTRACTOR a limited license to use and reproduce applicable portions of the Construction Documents necessary for execution of the work. All copies made under this license shall bear the statutory copyright notice, if any, shown on the documents.

20.2 Ownership Of Information

All Information, documents, and electronic media prepared by or on behalf of the CONTRACTOR for the Project are the sole property of the OWNER free of any retention rights of the CONTRACTOR. The CONTRACTOR hereby grants to the OWNER an unconditional right to use, for any purpose whatsoever, any information documents or electronic media prepared by or on behalf of the CONTRACTOR for the project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents.

20.3 Disclosure Of Information

The CONTRACTOR shall not disclose any information it receives from the OWNER to any other person or entity except to the extent necessary to allow it to perform its duties under this Agreement.

20.4 Instructions To Employees

Because it is difficult to separate proprietary and confidential information from that which is not, the CONTRACTOR shall instruct its employees and agents to regard all information which is not in the public domain as information which is proprietary and confidential.

20.5 Non-Publication

Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the OWNER's common law copyrights or other reserved rights.

ARTICLE 21 - GENERAL INSURANCE REQUIREMENTS

21.1 General Insurance Requirements

CONTRACTOR shall be required to obtain insurance as required in Section 00640. Unless otherwise required, each insurance policy:

(i) Shall be issued by an insurance carrier acceptable to the OWNER;

(ii) Shall be kept in force throughout performance of the CONTRACTOR's services and for one year after the end of such performance;

(iii) Shall be an occurrence policy; and

(iv) Shall be evidenced by a certificate of insurance acceptable to the OWNER which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the OWNER.

21.2 Certificates Of Insurance

Prior to performance of services on the Project, the CONTRACTOR shall (i) have all required insurance coverage in effect; and (ii) deliver to the OWNER certificates of insurance for all its required minimum insurance coverage. The CONTRACTOR shall (i) require that its subcontractors and suppliers have similar coverage in effect, and prior to the performance of any services on the Project by the CONTRACTOR's subcontractors and suppliers, and (ii) shall ensure that all required insurance coverages of its subcontractors and suppliers are in effect. The OWNER shall have no responsibility to verify compliance by the CONTRACTOR or its subcontractors and suppliers. Upon the request of the OWNER, the CONTRACTOR shall provide copies of policies for all required insurance coverage.

21.3 Effect Of Insurance

Compliance with insurance requirements shall not relieve the CONTRACTOR of any responsibility to indemnify the OWNER for any liability to the OWNER as specified in any other provision of this Agreement and the OWNER shall be entitled to pursue any remedy in law or equity if the CONTRACTOR fails to comply with the contractual provisions of this Agreement. Indemnity obligations specified elsewhere in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

21.4 Waiver Of Subrogation

The CONTRACTOR hereby releases and discharges the OWNER and the OWNER's Related Parties of and from all liability to the CONTRACTOR, and to anyone claiming by, through or under the CONTRACTOR, by subrogation, or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

ARTICLE 22 - GENERAL BOND REQUIREMENTS

22.1 General Bond Requirements

If the CONTRACTOR is required to provide performance and payment bond(s), the penal sum of each bond shall be in an amount not less than the Construction Price, as adjusted by any change order(s), and each bond shall:

(i) Be in a form approved by the OWNER (see Section 00610 and Section 00620) and in compliance with applicable law;

(ii) Incorporate by reference the terms of this Agreement;

(iii) Be executed by a company certified by the secretary of the United States City of Treasury pursuant to the Act of July 30,1947 (61 Stat 646, as amended; 6 U.S.C. 6-13);

(iv) Be executed by a company licensed and authorized to do business in the state of Florida;

(v) Be recorded with the Clerk of the Court for Seminole County; and

(vi) Be accompanied by a power of attorney certifying that the person(s) executing the bond have the authority to do so.

22.2 Delivery Of Bonds

The CONTRACTOR shall deliver any required bond(s) and power(s) of attorney to the OWNER prior to commencement of the Work.

ARTICLE 23 – OWNER'S RIGHT TO STOP WORK

23.1 Cease And Desist Order

If the CONTRACTOR fails or refuses to perform or fails to correct defective Work as required, or persistently fails to carry out the work in accordance with the Agreement, the OWNER may, by written notice, order the CONTRACTOR to cease and desist in performing the work or any portion of the Work until the cause for the order has been eliminated to the satisfaction of the OWNER. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist as instructed by the OWNER and shall not proceed further until the cause for the OWNER's order has been corrected, no longer exists, or the OWNER instructs that the Work may resume.

23.1.1 The CONTRACTOR shall not be entitled to an adjustment in the time for performance or the Construction Price under this clause since such stoppages are considered to be the fault of the CONTRACTOR.

23.1.2 The right of the OWNER to stop work shall not give rise to a duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or others.

23.1.3 In the event the OWNER issues instructions to cease and desist, and in the further event that the CONTRACTOR fails and refuses within seven calendar days to provide adequate

assurance to the OWNER that the cause of such instructions will be eliminated or corrected, then the OWNER shall have the right, but not the obligation, to carry out the Work or any portion of the Work with its own forces, or with the forces of another CONTRACTOR, and the CONTRACTOR shall be responsible for the cost of performing such Work by the OWNER.

23.1.4 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the OWNER may have against the CONTRACTOR.

ARTICLE 24 - TERMINATION OR SUSPENSION OF AGREEMENT

24.1 Termination For Cause By Owner

24.1.1 The OWNER may terminate this Agreement for cause if the CONTRACTOR materially breaches this Agreement by:

(i) Refusing, failing or being unable to properly manage or perform on any Project;

(ii) Refusing, failing or being unable to supply the Project with sufficient numbers of workers, properly skilled workers, proper materials, or maintain applicable schedules;

(iii) Refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

(iv) Disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

(v) Refusing, failing or being unable to substantially perform in accordance with the Agreement as determined by the OWNER, or as otherwise defined elsewhere herein, or

(vi) Refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between the OWNER and CONTRACTOR;

(vii) Failing to maintain all required insurance policies and bonds during any time the Agreement is being performed.

24.1.2 Upon the occurrence of any of the events described in Paragraph 24.1.1, the OWNER may give written notice to the CONTRACTOR setting forth the nature of the default and requesting cure within seven calendar days from the date of notice. At any time thereafter, if the CONTRACTOR fails to initiate the cure or if the CONTRACTOR fails to expeditiously continue such cure until complete, the OWNER may give written notice to the CONTRACTOR of immediate termination, and the OWNER, without prejudice to any other rights or remedies, may take any or all of the following actions:

(i) Complete all or any part of the Work, including supplying workers, material and equipment which the OWNER deems expedient to complete the Work;

(ii) Contract with others to complete all or any part of the work, including supplying workers, material and equipment which the OWNER deems expedient to complete the work;

(iii) Take such other action as is necessary to correct such failure;

(iv) Take possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONTRACTOR;

(v) Directly pay the CONTRACTOR's subcontractors and suppliers compensation due to them from the CONTRACTOR;

(vi) Finish the Work by whatever method the OWNER may deem expedient; and

(vii) Require the CONTRACTOR to assign the CONTRACTOR's right title and interest in any or all of CONTRACTOR's subcontracts or orders to the OWNER.

24.1.3 If the OWNER terminates the Agreement for cause, and the OWNER takes possession of all materials, tools, construction equipment and machinery on the Site owned or leased by the CONTRACTOR, the CONTRACTOR's compensation shall be increased by fair payment either by purchase or rental at the election of the OWNER, for any materials, tools, construction equipment and machinery items retained, subject to the OWNER's right to recover from the CONTRACTOR the OWNER's damages resulting from the termination.

24.1.4 If the OWNER terminates this Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, then in such event said termination shall be deemed a termination for convenience as set forth in paragraph 24.3.

24.2 Termination For Cause By Contractor

24.2.1 The CONTRACTOR may terminate this Agreement for cause if the OWNER materially breaches this Project Agreement by:

(i) Refusing, failing or being unable to make prompt payment to the CONTRACTOR without just cause;

(ii) Disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over any Project; or

(iii) Refusing or failing or being unable to substantially perform in accordance with the terms of this Agreement.

24.2.2 Upon the occurrence of any of the events described in Paragraph 24.2.1, the CONTRACTOR may give written notice to the OWNER setting forth the nature of the default and requesting cure within seven calendar days from the date of notice, if the OWNER falls to cure the

default within seven calendar days, the CONTRACTOR, without prejudice to any rights or remedies, may give written notice to the OWNER of immediate termination.

24.3 Termination Or Suspension For Convenience

The OWNER may at any time give written notice to the CONTRACTOR terminating this Agreement or suspending the Project, in whole or in part, for the OWNER's convenience and without cause. If the OWNER suspends the Project for convenience, the CONTRACTOR shall immediately reduce its staff, services and outstanding commitments in order to minimize the cost of suspension.

24.4 Contractor's Compensation When Contractor Terminates For Cause or Owner Terminates For Convenience

If this Construction Agreement is (i) terminated by the CONTRACTOR pursuant to Paragraph 24.2; (ii) terminated by the OWNER pursuant to Paragraph 24.3; or (iii) suspended more than three months by the OWNER pursuant to Paragraph 24.3, the OWNER shall pay the CONTRACTOR specified amounts due for work actually performed prior to the effective termination date and reasonable costs associated with termination. The OWNER may agree to additional compensation, if any, due to the CONTRACTOR. Absent agreement on the additional amount due the CONTRACTOR, the OWNER shall pay the CONTRACTOR:

(i) Reasonable costs incurred in preparing to perform the terminated portion of the work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit on work not performed or consequential damages); provided, however, that if it appears that the CONTRACTOR would not have profited or would have sustained a loss if the work had been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rates of loss, if any; and

(ii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or supplier orders. These costs shall not include attorneys fees and amounts paid in accordance with other provisions hereof.

24.5 Contractor's Compensation When Owner Terminates For Cause

If this Agreement is terminated by the OWNER for cause pursuant to Paragraph 24.1, no further payment shall be made to the CONTRACTOR until Final Completion of the Project. At such time, the CONTRACTOR shall be paid the remainder of the construction Price less all costs and damages incurred by the OWNER as a result of the default of the CONTRACTOR, including liquidated damages, remediation completion expenses and damages applicable thereto. The CONTRACTOR shall additionally reimburse the OWNER for any additional costs or expenses incurred.

24.6 Limitation On Termination Compensation

Regardless of the reason for termination or the party terminating, the total sum paid to the CONTRACTOR shall not exceed the Contract Construction Price, as properly adjusted, reduced by the amount of payments previously made and penalties or deductions incurred pursuant to any other provision of this Agreement, and shall in no event include duplication of payment.

24.7 Contractor's Responsibility upon Termination

Regardless of the reason for termination or the party terminating, if this Agreement is terminated, the CONTRACTOR shall, unless notified otherwise by the OWNER,

(i) Immediately stop work;

(ii) Terminate outstanding orders and subcontracts;

(iii) Settle the liabilities and claims arising out of the termination of subcontracts and orders; and

(iv) Transfer title and deliver to the OWNER such completed or partially completed work, and, if paid for by the OWNER, materials, equipment, parts, fixtures, information and such contract rights as the CONTRACTOR has.

ARTICLE 25 - APPLICABLE LAW AND DISPUTE RESOLUTION

25.1 Applicable State Law

This Agreement shall be deemed to be entered into in and shall be interpreted under the laws of the state in which the Project is located.

25.2 Court Actions

Except as expressly prohibited by law:

(i) All legal actions hereunder shall be conducted only in state court or federal court districts where the Project is located and having subject matter jurisdiction over the matter in controversy; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

(ii) The choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;

(iii) The parties waive any right to assert the doctrine of forum non conveniens or to object to venue; and

(iv) The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

25.3 Mutual Discussion

In case of any dispute, claim, question or disagreement arising from or relating to the Project or arising out of this Agreement or the breach thereof, the parties shall first attempt resolution through mutual discussion.

25.4 Mediation

If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Agreement or the breach thereof through mutual discussion, as a condition precedent to any litigation, the parties shall in good faith participate in private, non-binding mediation seeking a just and equitable solution satisfactory to all parties.

25.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

25.4.2 The parties shall not be required to mediate for a period greater than ninety-one calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for their own expenses otherwise incurred.

25.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

25.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

25.4.5 The OWNER, the Professional(s), the CONTRACTOR, and any other parties involved in any way in the design or construction of the Project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation, provided that they have signed this Agreement or an agreement that incorporates this Agreement by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement, in the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

25.5 Conflicting Dispute Resolution Provisions

Neither party to this Agreement shall enter into any contract with regard to the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

25.6 Arbitration Preclusion

In case of a dispute relating to the Project, or arising out of this Agreement, no party to this Project Agreement shall be required to participate in or be bound by, any arbitration proceedings.

25.7 Performance During Dispute Resolution

The OWNER and the CONTRACTOR agree that pending the resolution of any dispute, controversy, or question, the OWNER and the CONTRACTOR shall each continue to perform their respective obligations without interruption or delay, and the CONTRACTOR shall not stop or delay the performance of the work.

ARTICLE 26 - DAMAGES AND REMEDIES

26.1 Contractor's Repair

The CONTRACTOR shall, at its expense, promptly correct, repair, or replace all goods, products, materials, systems, labor and services which do not comply with the warranties and guarantees set forth in this Agreement, or any other applicable warranty or guarantee.

26.2 Contractor's Reimbursement

The CONTRACTOR shall promptly reimburse the OWNER for any expenses or damages incurred by the OWNER as a result of (i) the CONTRACTOR's failure to substantially perform in accordance with the terms of this Agreement: (ii) deficiencies or conflicts in the Construction Documents attributable to the CONTRACTOR or of which the CONTRACTOR was or should have been aware; (iii) breach of the warranties and guarantees set forth in this Agreement or any other applicable warranty or guarantee; or (iv) other acts or omissions of the CONTRACTOR.

26.3 General Indemnity

To the fullest extent permitted by law the CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the OWNER and the OWNER's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, and regardless of the legal theories upon which premised, including, but not limited to, those actually or allegedly arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the OWNER or the OWNER's Related Parties allegedly or actually arising out of or resulting from the CONTRACTOR's services, including without limitation any breach of contract or negligent act or omission or willful misconduct (i) of the CONTRACTOR; or (ii) of the CONTRACTOR's subcontractors or suppliers, or (iii) of the agents, employees or servants of the CONTRACTOR or its subcontractors or suppliers.

26.3.1 To the fullest extent permitted by law, the CONTRACTOR, for itself and for its subcontractors and suppliers, and the respective agents, employees and servants of each, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' or workmen's compensation acts, disability

benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the OWNER or the OWNERs Related Parties pursuant to the indemnification provision contained in the paragraph above.

26.4 Intellectual Property Indemnity

To the fullest extent permitted by law, the CONTRACTOR shall defend, protect hold harmless, and indemnify the OWNER and the OWNER's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER or professional(s) in writing. If the CONTRACTOR has reason to believe the use of a required design, process or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly given to the OWNER.

26.5 Non-Exclusivity Of Owners Remedies

The OWNER's selection of one or more remedies for breach of this Agreement contained herein shall not limit the OWNER's right to invoke any other remedy available to the OWNER under this Agreement or by law.

26.6 Waiver Of Damages

CONTRACTOR and OWNER shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, indirect, lost profits, incidental, lost business opportunities, unabsorbed overhead, punitive, or any consequential damages of whatever nature each may have against the other.

26.7 Interest

The OWNER is entitled to interest on all amounts due from the CONTRACTOR that remain unpaid thirty days after the amount is deemed due, whether as a result of a resolution of a dispute or otherwise. Any such interest shall be calculated by the same method as set forth in Paragraph 15.8.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

27.1 Integration

This Agreement represents the entire and integrated agreement between the OWNER and the CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. Agreement may be amended only by written instruments signed by both the OWNER and the CONTRACTOR, and is subject to such reasonable modifications as may be required by the OWNER's lender(s) or insurer(s), if any.

27.2 Severability

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions shall remain valid and enforceable.

27.3 Waiver

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

27.4 Strict Compliance

No failure of the OWNER to insist upon strict compliance by the CONTRACTOR with any provision of this Agreement shall operate to release, discharge, modify, change or affect any of the CONTRACTOR's obligations.

27.5 No Third-Party Beneficiaries

This shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the OWNER or the CONTRACTOR.

27.6 Survival

All provisions of this Agreement, which contain continuing obligations, shall survive its expiration or termination.

27.6 Assignment

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security or assignment by the OWNER to a Related Party of the OWNER, or except as otherwise specifically provided for in this Agreement in case of default. The OWNER and the CONTRACTOR bind their successors and assigns to the other party to this Agreement.

END OF SECTION

SECTION 00800

ADDITIONAL SUPPLEMENTAL TERMS AND CONDITIONS

WITNESSETH:

(1) The CONTRACTOR hereby warrants and represents to the OWNER that it is competent and otherwise able to provide professional and high quality goods and/or services to the OWNER by means of employees who are neat in appearance and of polite demeanor.

(2) The CONTRACTOR acknowledges that the OWNER may retain other goods and/or service providers to provide the same goods and/or services for OWNER projects. The CONTRACTOR acknowledges that the OWNER, at the OWNER's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for OWNER projects. The OWNER reserves the right to select which goods and/or services provider shall provide goods and/or services for the OWNER's projects.

(3) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement,

(4) The CONTRACTOR hereby guarantees the OWNER that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970,* from time to time amended and in force on the date hereof.

(5) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the OWNER for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent CONTRACTOR with respect to all services performed under this Agreement.

(6) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the OWNER'S officers and employees either by operation of law or by the OWNER.

(7) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the OWNER.

(8) Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the OWNER, and hereby represents to the OWNER, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily

included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the OWNER'S Projects.

(9) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall work closely with the OWNER on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement.

(10) Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the OWNER in accordance with applicable law for all damages to the OWNER caused by the CONTRACTOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(11) The rights and remedies of the OWNER, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(12) The OWNER and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR'S invoices.

(13) Each invoice shall reference this Agreement, the appropriate billing period.

(14) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(15) Invoices are to be forwarded directly to:

Accounts Payable
City Of Oviedo
400 Alexandria Blvd.
Oviedo, Florida 32765

(16) OWNER designates the OWNER, Manager or his/her designated representative, to represent the OWNER in all matters pertaining to and arising from the work and the performance of this Agreement.

(17) The OWNER, Manager, or his/her designated representative, shall have the following responsibilities:

(a) Examination of all work and rendering, in writing, decisions indicating the OWNER'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(b) Transmission of instructions, receipt of information, and interpretation and definition of OWNER'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(c) Giving prompt written notice to the CONTRACTOR whenever the OWNER official representative knows of a defect or change necessary in the project; and

(d) Coordinating and managing the CONTRACTOR'S preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(18) Until further notice from the OWNER or Manager, the designated representative for this Agreement shall be as defined by City staff at the preconstruction meeting for this project.

(19) The performance or provision of the CONTRACTOR'S goods and/or services under this Agreement may be suspended by the OWNER at any time.

(20) Upon receipt of written notice from the OWNER that the CONTRACTOR'S provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the OWNER.

(21) The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act,* the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

(22) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the OWNER as set forth in Section 768.28, *Florida Statutes.*

(23) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(24) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

(25) The CONTRACTOR shall obtain or possess and continuously maintain the insurance coverage as set forth and required in the bid documents.

(26) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the OWNER as an additional insured.

(27) The CONTRACTOR shall provide Certificates of Insurance to the OWNER evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the OWNER. These Certificates of Insurance shall become part of this Agreement. Neither approval by the OWNER nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the OWNER under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes,* or (3) fail to maintain the requisite Bests Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the OWNER and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the OWNER, the CONTRACTOR shall be deemed to be in default of this Agreement.

(28) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the OWNER by submission of a new Certificate of Insurance,

(29) The CONTRACTOR shall furnish Certificates of Insurance directly to the OWNER's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(30) Nothing in this Agreement or any action relating to this Agreement shall be construed as the OWNER'S waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes.*

(31) The OWNER shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement,

(32) The CONTRACTOR is an independent CONTRACTOR and not an agent, representative, or employee of the OWNER. The OWNER shall have no liability except as specifically provided in this Agreement.

(33) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the OWNER.

(34) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(35) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(36) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the OWNER. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(37) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(38) If the OWNER determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the OWNER shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(39) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the OWNER.

(40) The CONTRACTOR shall certify, upon request by the OWNER, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes.* Failure to submit this certification may result in termination.

(41) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the OWNER. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the OWNER.

(42) The OWNER reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes,* and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement

(43) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(44) The OWNER will not intentionally award publicly-funded contracts to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *immigration and Nationally Act (INA).* The OWNER shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA.* Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the OWNER.

(45) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the OWNER. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any

personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(46) For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), Contractor hereby agrees that it is the common law employer of any Personnel provided by Contractor to Employer. Contractor agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall Employer be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate.

(47) The CONTRACTOR shall ensure that all goods and/or services are provided to the OWNER after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents,

(48) If applicable, in accordance with Section 216.347, *Florida Statutes,* the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(49) The CONTRACTOR shall advise the OWNER in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(50) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any OWNER employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes,* relating to ethics in government.

(51) The OWNER may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the OWNER subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(52) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Seminole, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(53) In the event of any audit or inspection conducted revealing any overpayment by the OWNER under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the OWNER within thirty (30) days of notice by the OWNER of the request for the refund.

(54) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City 's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

(55) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(56) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written OWNER approval. When approved by the OWNER, written notice of such assignment or transfer shall be furnished promptly to the OWNER.

(57) Any CONTRACTOR proposed subcontractors shall be submitted to the OWNER for written approval prior to the CONTRACTOR entering into a subcontract.
Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(58) The CONTRACTOR shall coordinate the provision of goods and/or services and work product of any OWNER approved subcontractors, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.

(59) This Agreement is the result of *bona fide* arms length negotiations between the OWNER and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(60) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(61) In no event shall any obligation of the OWNER under this Agreement be or constitute a general obligation or Indebtedness of the OWNER, a pledge of the *ad valorem* taxing power of the OWNER or a general obligation or indebtedness of the OWNER within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(62) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the OWNER.

(63) Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

(64) The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

(65) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(66) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

(67) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

(68) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the OWNER in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the OWNER procedures.

(69) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

END OF SECTION

ATTACHMENT A
CITY OF OVIEDO STORM SEWER REHABILITATION
BID NO. 24-20 BID FORM

Item No.	Description	Unit	Quantity	Unit Price ($)	Total Price ($)
Group 1 Purchase and Install of RICIPP					
1	12 in x 6 mm pipe	LF	1		
2	12 in x 7.5 mm pipe	LF	1		
3	12 in x 9 mm pipe	LF	1		
4	15 in x 6 mm pipe	LF	1		
5	15 in x 7.5 mm pipe	LF	1		
6	15 in x 9 mm pipe	LF	1		
7	18 in x 6 mm pipe	LF	1		
8	18 in x 7.5 mm pipe	LF	1		
9	18 in x 9 mm pipe	LF	1		
10	24 in x 7.5 mm pipe	LF	1		
11	24 in x 9 mm pipe	LF	1		
12	24 in x 10.5 mm pipe	LF	1		
13	24 in x 12 mm pipe	LF	1		
14	24 in x 13.5 mm pipe	LF	1		
15	24 in x 15 mm pipe	LF	1		
16	30 in x 9 mm pipe	LF	1		
17	30 in x 10.5 mm pipe	LF	1		
18	30 in x 12 mm pipe	LF	1		
19	30 in x 13.5 mm pipe	LF	1		
20	30 in x 15 mm pipe	LF	1		
21	30 in x 16.5 mm pipe	LF	1		
22	36 in x 10.5 mm pipe	LF	1		
23	36 in x 12 mm pipe	LF	1		
24	36 in x 13.5 mm pipe	LF	1		
25	36 in x 15 mm pipe	LF	1		
26	36 in x 16.5 mm pipe	LF	1		
27	36 in x 18 mm pipe	LF	1		
28	42 in x 10.5 mm pipe	LF	1		
29	42 in x 12 mm pipe	LF	1		
30	42 in x 13.5 mm pipe	LF	1		
31	42 in x 15 mm pipe	LF	1		
32	42 in x 16.5 mm pipe	LF	1		
33	42 in x 18 mm pipe	LF	1		
34	48 in x 12 mm pipe	LF	1		
35	48 in x 13.5 mm pipe	LF	1		

36	48 in x 15 mm pipe	LF	1		
37	48 in x 16.5 mm pipe	LF	1		
38	48 in x 18 mm pipe	LF	1		
39	48 in x 19.5 mm pipe	LF	1		
40	48 in x 21 mm pipe	LF	1		
41	48 in x 22.5 mm pipe	LF	1		
42	48 in x 24 mm pipe	LF	1		
43	54 in x 12 mm pipe	LF	1		
44	54 in x 13.5 mm pipe	LF	1		
45	54 in x 15 mm pipe	LF	1		
46	54 in x 16.5 mm pipe	LF	1		
47	54 in x 18 mm pipe	LF	1		
48	54 in x 19.5 mm pipe	LF	1		
49	54 in x 21 mm pipe	LF	1		
50	54 in x 22.5 mm pipe	LF	1		
51	54 in x 24 mm pipe	LF	1		
52	60 in x 12 mm pipe	LF	1		
53	60 in x 13.5 mm pipe	LF	1		
54	60 in x 15 mm pipe	LF	1		
55	60 in x 16.5 mm pipe	LF	1		
56	60 in x 18 mm pipe	LF	1		
57	60 in x 19.5 mm pipe	LF	1		
58	60 in x 21 mm pipe	LF	1		
59	60 in x 22.5 mm pipe	LF	1		
60	60 in x 24 mm pipe	LF	1		
61	72 in x 12 mm pipe	LF	1		
62	72 in x 13.5 mm pipe	LF	1		
63	72 in x 15 mm pipe	LF	1		
64	72 in x 16.5 mm pipe	LF	1		
65	72 in x 18 mm pipe	LF	1		
66	72 in x 19.5 mm pipe	LF	1		
67	72 in x 21 mm pipe	LF	1		
68	72 in x 22.5 mm pipe	LF	1		
69	72 in x 24 mm pipe	LF	1		
				SUBTOTAL	

Group 2 Injection of Flowable Fill					
69	Injection of Flowable Fill into Cavities or Voids along Deficient Storm Sewers	CY	1		
				SUBTOTAL	
Group 3 Injection of Chemical Grout					
70	Injection of Chemical Grout into Cavities or Voids along Deficient Storm Sewers and Drainage Structures	CY	1		
				SUBTOTAL	
Group 4 Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating					
71	Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating	SY	1		
				SUBTOTAL	
Group 5 Purchase and Installation of Storm Sewer Internal Joint Seals					
72	Mobilization for job with requirements of installing 1 to 10 internal join seals for pipe size of 24 in to 48 in.	EA	1		
73	Mobilization for job with requirements of installing 1 to 10 internal join seals for pipe size of 54 in to 72 in.	EA	1		
74	Dewatering for job with requirements of installing internal join seals for pipe size of 24 in to 48 in.	EA	1		
75	Dewatering for job with requirements of installing internal join seals for pipe size of 54 in to 72in.	EA	1		
76	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
77	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
78	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
79	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
80	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
81	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
82	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1		
				SUBTOTAL	

Group 6 Pipe Cleaning and Root Cutting					
83	Clean Storm Sewer 12"	LF	1		
84	Clean Storm Sewer 15"	LF	1		
85	Clean Storm Sewer 18"	LF	1		
86	Clean Storm Sewer 24"	LF	1		
87	Clean Storm Sewer 30"	LF	1		
88	Clean Storm Sewer 36"	LF	1		
89	Clean Storm Sewer 42"	LF	1		
90	Clean Storm Sewer 48"	LF	1		
91	Clean Storm Sewer 54"	LF	1		
92	Clean Storm Sewer 60"	LF	1		
93	Clean Storm Sewer 72"	LF	1		
94	Tree Root Cutting Storm Sewer 12"	LF	1		
95	Tree Root Cutting Storm Sewer 15"	LF	1		
96	Tree Root Cutting Storm Sewer 18"	LF	1		
97	Tree Root Cutting Storm Sewer 24"	LF	1		
98	Tree Root Cutting Storm Sewer 30"	LF	1		
99	Tree Root Cutting Storm Sewer 36"	LF	1		
100	Tree Root Cutting Storm Sewer 42"	LF	1		
101	Tree Root Cutting Storm Sewer 48"	LF	1		
102	Tree Root Cutting Storm Sewer 54"	LF	1		
103	Tree Root Cutting Storm Sewer 60"	LF	1		
104	Tree Root Cutting Storm Sewer 72"	LF	1		
				SUBTOTAL	
Group 7 Investigation and Video Inspection Services					
105	Storm Sewer Television Inspection 12" to 15" Diameter	LF	1		
106	Storm Sewer Television Inspection 18" to 24" Diameter	LF	1		
107	Storm Sewer Television Inspection 30" to 36" Diameter	LF	1		
108	Storm Sewer Television Inspection 42" to 48" Diameter	LF	1		
109	Storm Sewer Television Inspection 54" to 60" Diameter	LF	1		
110	Storm Sewer Television Inspection 60" to 72" Diameter	LF	1		
				SUBTOTAL	
				GRAND TOTAL	

ATTACHMENT B
FEMA FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable.
All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts thatmeet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, City of Labor)**.** See 2 C.F.R. Part 200, Appendix II(C). ***Contractor must complete enclosed certification***

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**.
The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

   (a) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (b) *Violation*; *liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (3)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In additional, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(a) of this section.

   (c) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the City of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(b) of this section.

   (d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(a) through (d) of this section.

3. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387)**

Clean Air Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. ***Contractor must complete enclosed certification***

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City of Oviedo. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Oviedo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not andhas not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or anemployee of a member of Congress in connection with obtaining any Federal contract, grant or any other awardcovered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award. ***Contractor must complete enclosed certification***

6. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
   (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

   (b) Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the City of Commerce; and
      6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

7. **Procurement of recovered materials. See 2 CFR 200.323.**

   i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
      1. Competitively within a timeframe providing for compliance with the contract performance schedule;
      2. Meeting contract performance requirements; or
      3. At a reasonable price.

   ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

   iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

8. **Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.**
   Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   Procure or obtain;
   Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential componentof any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889,covered telecommunications equipment is telecommunications equipment produced by Huawei TechnologiesCompany or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

9. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

Obligating or expending covered telecommunications and video surveillance services or equipmentor services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

10. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes,from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

12. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

(a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F .R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

13. Access to Records

(a) The contractor agrees to provide the City of Oviedo, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the City of Oviedo and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Compliance with Federal Law, Regulation and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor agrees to comply with all applicable federal law, regulations, executive orders FEMA policies, procedures, and directives.

15. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

17. Termination By Contractor For Cause

(a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

18. Termination By The City For Convenience And Without Cause

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

19. DHS Seal, Logo, and Flags

(a) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the City of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the City of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal City or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor Flotech Environmental, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal City or agency.

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   The Contractor Flotech Environmental, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

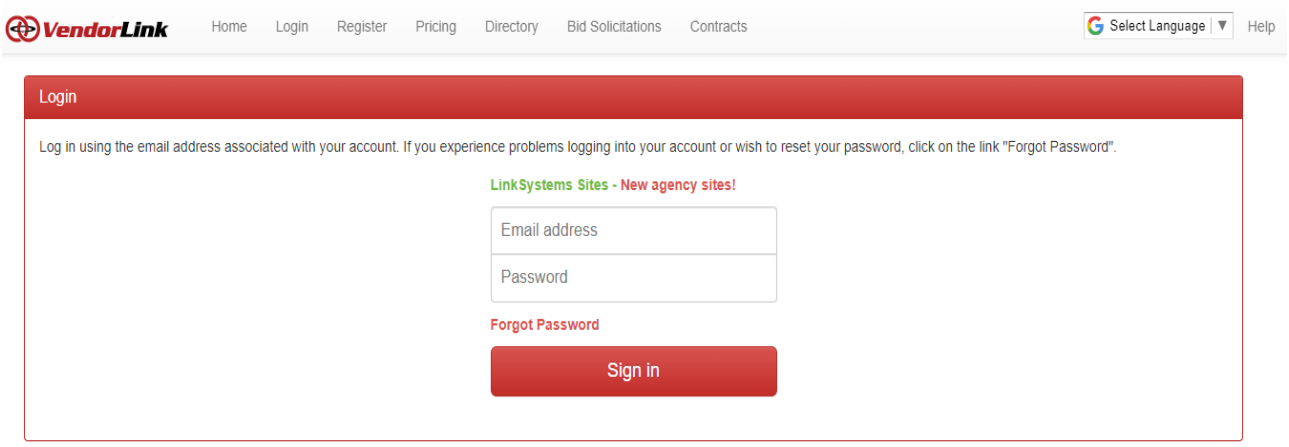
Date

ATTACHMENT C

VendorLink Electronic Bid Submission Instructions

Step 1: Go to www.myvendorlink.com website.

Step 2: Log Into Vendorlink System using registered user e-mail & password.

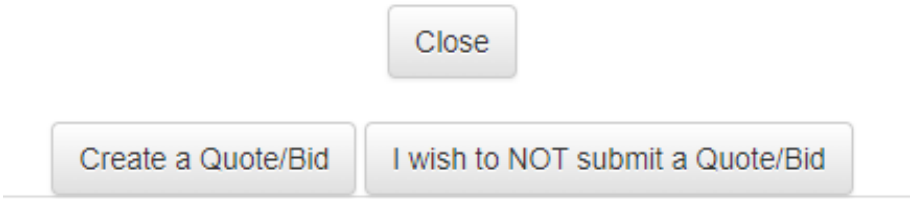


Step 3: In the section labeled Quick Links, select option "Solicitations for which I am a Planholder"



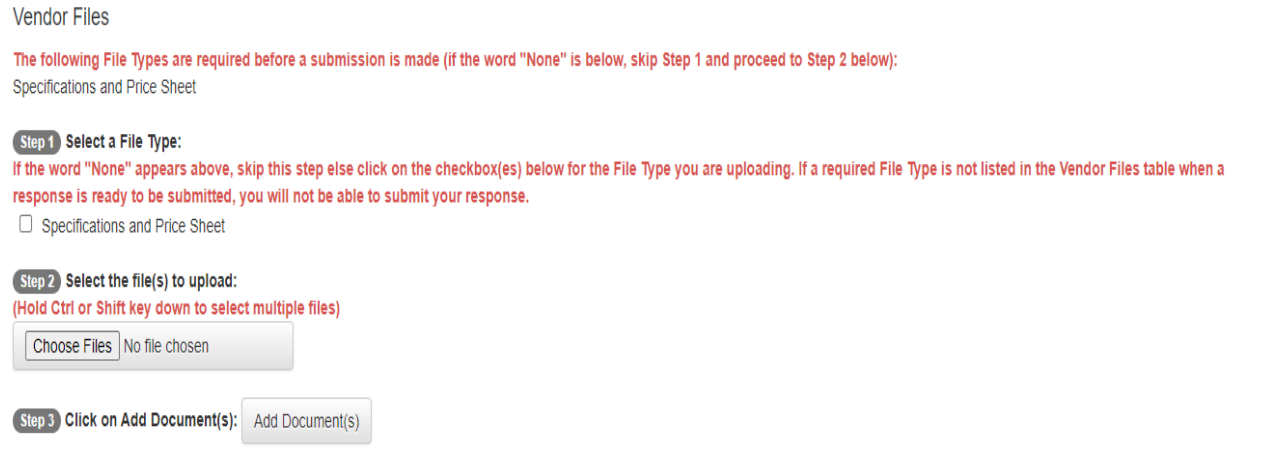
Step 4: Select ITB 24-20 Storm Sewer Rehabilitation bid by clicking on blue magnifying glass to the right to view the bid solicitation.

Step 5: Click on Create a Quote/Bid button.

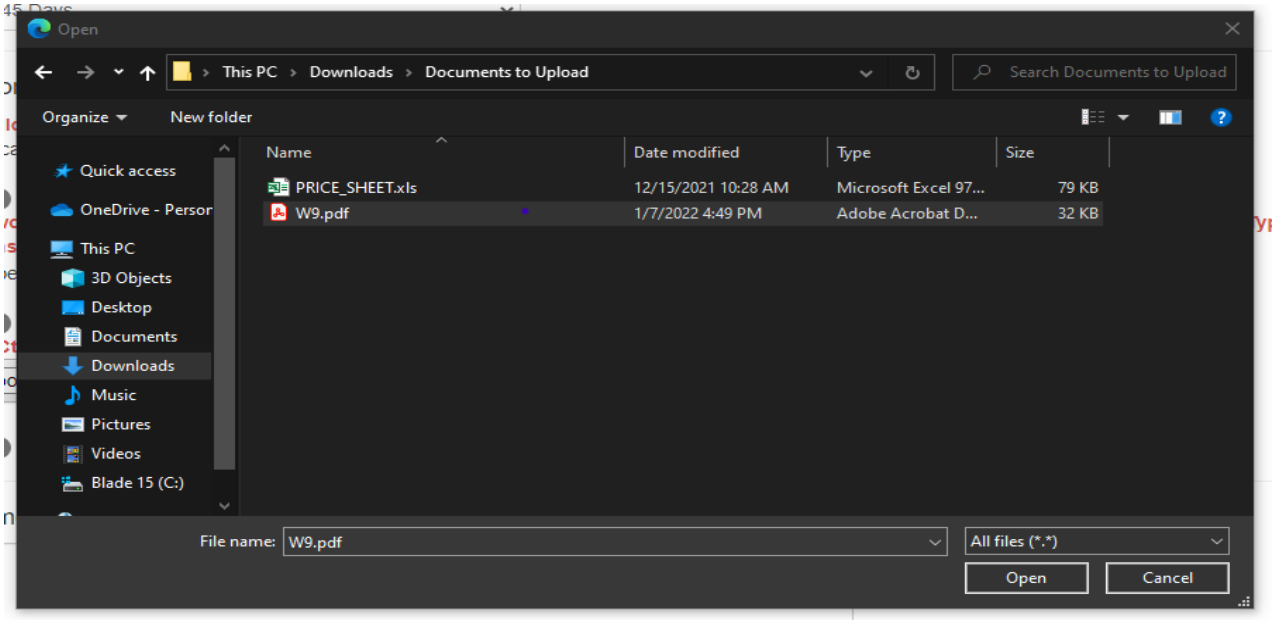


Step 6: Upload ITB 24-20 Response

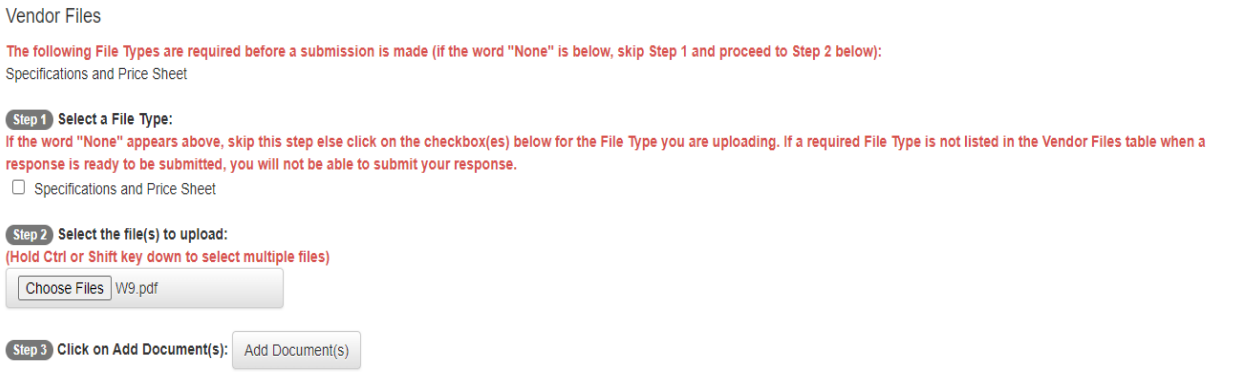
Click on Choose Files or Browse. Documents to be uploaded for bidders include: See Section 4 for details.



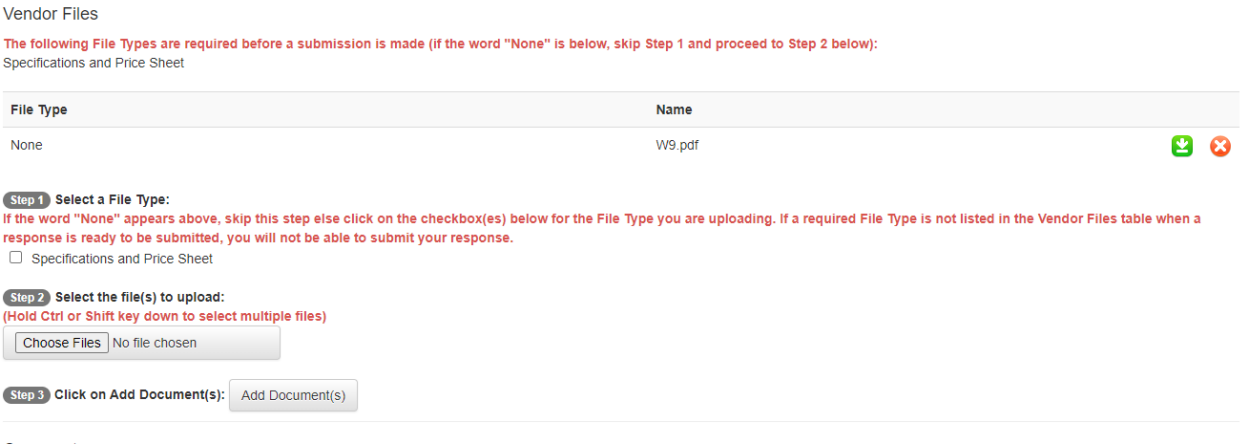
Step 6(a): Select the file(s) to upload, then click on Open.



Step 6(b): Click on Add Document(s)



Step 6(c): That will create a table with the uploaded document(s).



Step 7: Click on the Submit button at the bottom when completed.



The status of response will change to Submitted.

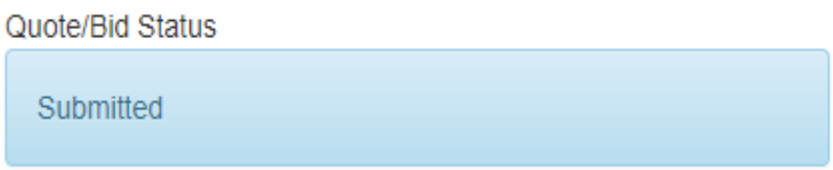


EXHIBIT A

CITY OF OVIEDO AGREEMENT FOR _____ GOODS AND SERVICES WITH _____

THIS AGREEMENT made and entered into the_____ day of _____, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and _____, whose principal and local address is _____, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

***WITNESSETH*:**

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) _____ **(OR RFP, ETC.)**; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide _____, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to _____, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not **(OR "is")** subject to the provisions of the *Consultants Competitive Negotiations Act*; and

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WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for _____, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

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(h) When the term “law” is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper’s name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS’s shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY’s officers and employees either by operation of law or by the CITY.

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(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the

CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

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(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

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(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of three (3) year(s).

(b) After the initial term, this Agreement 1) shall be automatically renewed on an annual basis for a maximum of one (1) year(s) or 2) may be renewed for two additional one year periods if mutually agreeable to both Parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

(d) The CONTRACTOR's designated representative is:

Name
Firm Name
Street Address
City, State Zip

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

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(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in

writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any otheer insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit for Disease

(2) General Liability Insurance: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$1,000,000 Personal & Advertising Injury - each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than $1,000,000 CSL or its equivalent.

(4) Pollution Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of $ 1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

(5) Professional Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of $ 1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

(6) Excess Liability/Umbrella Insurance: attaching to Commercial General Liability (CGL), Auto & Employers Liability combining for a total liability limit with the underlying being at least $ 2,000,000 per occurrence, $ 2,000,000 aggregate.ss

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of

this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or

which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date

of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continying obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified,

and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Firm Name
Street Address
City, State Zip

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve

disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the _____ day of _____, 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST: **LIST COMPANY NAME IN BOLD**

_____ By:_____

Date: _____

ATTEST: **CITY OF OVIEDO**

By:

_____ _____

Elianne Rivera, City Clerk Megan Sladek, Mayor

Date: _____

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

_____

Julianna Ross
Assistant City Attorney

Reviewed by:

Purchasing: _____ Risk Management: _____

Date: _____ Date: _____

DRAFT

CITY OF OVIEDO AGREEMENT FOR STORM SEWER REHABILITATION

THIS AGREEMENT made and entered into the 14th day of October, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and Flotech Environmental, LLC, whose principal address is 657 South Drive, Suite 401, Miami, FL 33166 hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

***WITNESSETH*:**

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) 24-20 and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Storm Sewer Rehabilitation, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to Storm Sewer Rehabilitation, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for Storm Sewer Rehabilitation as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term “law” is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper’s name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS’s shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY’s officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the

CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of three (3) year(s).

(b) After the initial term, this Agreement 1) shall be automatically renewed on an annual basis for a maximum of one (1) year(s) or 2) may be renewed for two additional one year periods if mutually agreeable to both Parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

(d) The CONTRACTOR's designated representative is:

Jose L. Ferre
Flotech Environmental, LLC
657 South Drive, Suite 401
Miami, FL 33166

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in

writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any otheer insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit for Disease

(2) General Liability Insurance: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence
$1,000,000 Personal & Advertising Injury - each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than $1,000,000 CSL or its equivalent.

(4) Pollution Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of $ 1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

(5) Professional Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of $ 1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

(6) Excess Liability/Umbrella Insurance: attaching to Commercial General Liability (CGL), Auto & Employers Liability combining for a total liability limit with the underlying being at least $ 2,000,000 per occurrence, $ 2,000,000 aggregate.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be

responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the

service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted

industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continying obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Jose L. Ferre
Flotech Environmental, LLC
657 South Drive, Suite 401
Miami, FL 33166

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the

meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 14th day of October, 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

FLOTECH ENVIRONMENTAL, LLC

By: Jose L. Ferre (Oct 11, 2024 11:34 EDT)

Date: Oct 11, 2024

ATTEST:

CITY OF OVIEDO

By:

Megan Sladek (Oct 11, 2024 12:20 EDT)

Elianne Rivera, City Clerk

Megan Sladek, Mayor

Date: Oct 11, 2024

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

David Hall
David Hall (Sep 17, 2024 17:45 EDT)

David W. Hall
Assistant City Attorney

Reviewed by:

Purchasing:

Date: 9/13/2024

Risk Management:

Date: 9/13/24

ATTACHMENT B
FEMA FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable.
All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts thatmeet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, City of Labor). See 2 C.F.R. Part 200, Appendix II(C). ***Contractor must complete enclosed certification***

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

   (a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (3)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In additional, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(a) of this section.

   (c) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the City of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(b) of this section.

   (d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(a) through (d) of this section.

3. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387)**

Clean Air Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. ***Contractor must complete enclosed certification***

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City of Oviedo. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Oviedo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not andhas not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or anemployee of a member of Congress in connection with obtaining any Federal contract, grant or any other awardcovered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award. *Contractor must complete enclosed certification*

6. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
   (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

   (b) Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the City of Commerce; and
      6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

7. **Procurement of recovered materials. See 2 CFR 200.323.**

   i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
      1. Competitively within a timeframe providing for compliance with the contract performance schedule;
      2. Meeting contract performance requirements; or
      3. At a reasonable price.

   ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

   iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

8. **Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.**

   Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   Procure or obtain;
   Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential componentof any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889,covered telecommunications equipment is telecommunications equipment produced by Huawei TechnologiesCompany or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

9. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

Obligating or expending covered telecommunications and video surveillance services or equipmentor services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

10. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes,from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

12. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

(a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F .R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

13. Access to Records

(a) The contractor agrees to provide the City of Oviedo, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the City of Oviedo and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Compliance with Federal Law, Regulation and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor agrees to comply with all applicable federal law, regulations, executive orders FEMA policies, procedures, and directives.

15. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

17. Termination By Contractor For Cause

(a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

18. Termination By The City For Convenience And Without Cause

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

19. DHS Seal, Logo, and Flags

(a) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.4(b)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the City of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the City of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal City or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor Flotech Environmental, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal City or agency.

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Flotech Environmental, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

SECTION 00040-5

GROUP V
SPECIFICATIONS FOR
GENERAL REPAIR, RESURFACING,
SEALING OF STRUCTURES WITH PROTECTIVE COATING SYSTEM

PART 1 GENERAL

1.1 SCOPE OF WORK

Seal inlets, manholes, and junction boxes, including the structure's base, walls, top slab, riser, cone, and inlet tops. Seal pipe joints minor cracks, and lift holes, with chemical grout. Seal storm pipe joints of various diameters by the man-entry internal joint sealing method on pipes that are otherwise in sound physical condition.

1.2 EQUIPMENT

Supply the necessary equipment, including chemical containers, pumps, regulators, valves, hoses and fittings for injecting the materials. Use manufacturer recommended tools and equipment to install internal joint seal in accordance with manufacturer's instructions.

1.3 SAFETY

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress.

1.4 STORMWATER FLOW CONTROL

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water at an approved location by the Engineer. Furnish all equipment and labor. When the depth of flow in the storm pipe section being worked on is considered excessive, such that it would prevent successful joint seal installations, reduce the flow depth to an allowable level of 0 to 2 inches, by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with the manufacturer's procedures.

PART 2 PRODUCTS

2.1 MATERIALS

1. CHEMICAL SEALING OF DRAINAGE STRUCTURES

   All materials containers must be undamaged and unopened and show the manufacturer's original labels. Select hydrophobic polyurethane foam sealing materials that meet the specific sealing requirements of each site. Hydrophilic

gel sealing materials must meet the following requirements:

- Uncured Viscosity is less than 900 cps
- Cured Gel
- Insoluble in water.
- Elongation minimum 200% as measured per ASTM D 638
- Tensile Strength minimum 25 psi as measured per ASTM D 638
- Hydrophobic polyurethane foam sealing materials must meet the following requirements:
- Uncured Viscosity is less than 900 cps
- Cured Foam
- Water absorption is less than 1% as measured per ASTM D-2127
- Shrinkage is less than 1% as measured per ASTM D-2126
- The cured polyurethane foam must adhere tightly to the pipe materials during wet and dry periods.
- Use epoxy resin compounds that meet the requirements of Section 926.
- To repair the structure, use a non-shrink grout product that meets the requirements of Section 934.

2.2 MAN-ENTRY INTERNAL JOINT SEALS

1. FLEXIBLE SEALS

   Use a permanent, non-corrodible one-piece circular seal that can withstand an internal pipe pressure of 300 pounds per square inch and external head pressures in excess of 100 feet. The material must be an EPDM Rubber Membrane for use as a joint liner material. The material must be microbiological growth resistant when used in potable water, storm water, sea water or in humid aerobic conditions. The volume change of the material must not exceed 3% after immersion in water at 212 degrees F for 70 hours. The seal must be manufactured in compliance with ASTM-D 3900, ASTM-D 3568 and must have designation M4AA710A13B13C12Z1Z2Z3 in accordance with ASTM-D2000. The seal must have definitive locations for the three stainless steel bands which hold it in place. The seal must have ribbed sections on each side of the joint to assist in making the fit between the seal and pipe airtight. A test air valve must be installed in the seal for conducting pressure tests. Each joint seal must be clearly numbered with the corresponding joint number in permanent manner.

2. STAINLESS STEEL BANDS

   Use circular stainless steel bands to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands must be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal across piping joints must be

Type-316 and manufactured in accordance with ASTM-A479. The bands must be rolled to the radius of the receiving pipeline. The cleated ends of the band must be welded with T-316 alloy wire. All shims and wedges must be Type-316 material, as required for the stainless steel bands.

3. CHEMICAL SEALING MATERIALS
Chemical sealing materials must have the following properties: react quickly to form a permanent water tight seal; be flexible and immune to the effects of wet/dry, freeze thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable. Chemical joint sealing material must be acrylic resin type and furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system.

4. LIQUID JOINT LUBRICANT
The liquid joint lubricant to assist in the installation of the seals and bands must be non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years and must have a soft pasty consistency suitable for use in temperatures between 0°F and 120°F. The lubricant must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. The lubricant must not support the growth of bacteria or contain any petroleum-based oil or grease

5. THREAD SEALING COMPOUND
Use a paste-type thread sealing compound with polytetrafluoroethene components.

6. HYDRAULIC EXPANDER UNIT
Use a hydraulic expander unit for installation of expansion bands capable of hydraulic expansion pressure of 6,000 pounds per square inch.

2.3 INSTALLATION

1. CHEMICAL SEALING OF JOINTS
Clean all surfaces and remove the debris. Carefully drill a minimum of four insertion holes near the bottom of the structure's wall. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom holes first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the surface. Remove surplus material. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed.

2. PIPE CULVERTS AND STORM DRAINS

Clean pipe joints. Inspect and video each joint before and after sealing. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed. Install joint sealing materials per the manufacture's recommendations.

For hydrophobic urethane foam, drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom hole first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the pipe surface. Remove surplus material.

3. MAN-ENTRY INTERNAL SEALING OF JOINTS

Use flexible seals individually sealed in plastic bags and packed in a manner that will not damage or deform them. Store seals in a cool, dry environment and not exposed to direct sunlight. Examine each seal prior to fitting. Place particular attention on the ribbed sections of the seal. Clean the pipe joint section that will support the seals. Remove debris or deposits from the pipe walls and remove by hydraulic vacuum. Use subaqueous power tools if any hard scale or stubborn debris remains after hand brushing. Clean all joint gaps of debris before any installation is performed. Once cleaned, fill the joint gaps with chemical sealing material as specified in 430-1.3.3 Remove any surplus grout and the surface left flush. Provide a smooth, continuous backing for the seal. Remove any surface imperfections by grinding or scraping. Fill any deep imperfections by properly applying the approved joint filler. Provide a smooth surface for the seal. Pre-mark the seal area to clearly define the seal position.

Check the seal for any damage and ensure the test valve is tight before fitting the seal in place. Locate the test valve in the seal at either the 9 o'clock or 3 o'clock position. Position the seal parallel and centered on the joint gap. Before expanding the steel bands in the seal grooves, place stainless steel radius shims underneath the wedge area in the grooves. If two- or three-piece bands are used, temporarily lock the bands into position by means of a special overlap locking device over the wedge area. Use a hydraulic expander to apply pressure to the ends of the retaining bands, and a radius wedge fitting between the exposed gap and the expanded band ends. As the hydraulic expander is positioned with the retaining band, care must be taken to ensure that the band remains in the groove of the elastic seal and does not move or become dislodged. Select a size of wedge having an interference fit between band ends. Tap the wedge (leading edge first) into position, locking in the compression seal. Repeat the procedure on the second retaining band of the seal, allowing 30 minutes between expansions. Each joint must have three retaining bands in place. Once the expanding procedure is complete, tighten the overlap locking device for the wedge, if required, to a torque of 1.25-foot pounds.

2.4 MATERIAL REFUSAL PRESSURE

1. CHEMICAL JOINT SEALING
   Sealant refusal pressure must be a minimum of 5 pounds per square inch. Do not exceed 10 pounds per square inch.

2. FLEXIBLE SEAL TESTING
   There are two individual pressure tests applied to the seal before closing the pipeline. The first test is applied after each section has been completed and not before 30 minutes have elapsed after the final fitting of the seal. A pressure of 10 pounds per square inch is applied. Because of the excessive ballooning the center membrane of the seal (that will occur at this higher pressure), a restraining device called a “test band” is fitted over the seal during the test. Soap and water is used to detect any leak. In the second test, 5 pounds per square inch is introduced through the valve. This pressure is sustained while a soap and water test is applied to outer edge and entire body of the seal. The Engineer may request proper testing of structural properties of seals or related components before any installation is performed. If any of the seals are tested and found to be defective after installation, replace the defective seals, at no cost to the City.

2.5 RECONSTRUCT INVERT BENCHES

Install the sealant before grouting the structure. Remove all grease, laitance, loose bricks, mortar, unsound concrete, and debris. Water blasting, wet or dry sandblasting, acid washing, and other cleaning agents such as concrete cleaners, degreasers, or other chemicals, may be required to properly clean the surface. Expose sound concrete walls and invert material. Apply non-shrink cement grout to the structure walls. Reconstruct or repair the drainage structure invert bench according to the Florida Department of Transportation (FDOT) Standard Plans Index 430.

2.6 FINAL ACCEPTANCE

Submit all warranties provided by the manufacturer for the specific products included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the City. Submit all documents associated with or describing any such warranties to the City along with other project final acceptance documents and deemed to be a part of the required final acceptance documentation. Do not take any action or fail to act in any way which voids any such warranties. All subcontracts must contain similar provisions which require subcontractors to assign any such warranties to the City.

2.7 METHOD OF MEASUREMENT

The quantity to be paid for will be the number of joints, per each, cleaned, sealed and accepted by the Engineer.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for all work specified under this section including all ancillary items to complete the work.

END OF SECTION

SECTION 00040-6

GROUP VI
SPECIFICATIONS FOR
PREPARATORY CLEANING AND ROOT REMOVAL

PART 1 GENERAL

1.1 SCOPE OF WORK

This section covers the preparatory cleaning of sewer lines and manholes as needed prior to the internal inspection of the sewer lines and the cleaning of manholes prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment, and services required for cleaning the specific sewer lines and manholes.

1.2 BACKGROUND

The intent of sewer line cleaning is to remove foreign materials from the lines and manholes and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of other phases of work depends a great deal on the cleanliness of the lines and manholes, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. Sewer line cleaning shall be performed with hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of equipment shall be based on field conditions such as access to manholes, quantity of debris, size of sewer, depth of flow, etc.

1.3 HYDRAULICALLY PROPELLED EQUIPMENT

The equipment used shall be of a movable dam-type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

1.4 HIGH VELOCITY JET (HYDROCLEANING EQUIPMENT)

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two (2) or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15" to 45" in all size

lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

1.5 MECHANICALLY POWERED EQUIPMENT

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod-type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

PART 2 WORKMANSHIP

2.1 GENERAL

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire sewer section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

2.2 CLEANING PRECAUTIONS

During all cleaning and preparation operations, all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which -depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

2.3 MATERIAL REMOVAL

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section

being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage pumping equipment, shall not be permitted. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains, or other sanitary sewers.

The Contractor is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale of others, or any means other than those given above. All sludge or other debris removed during these operations shall become the property of the Contractor and as such, any load of material, or any portion thereof, disposed of in a non-permitted fashion shall become the sole responsibility of the Contractor. Any fines or clean-up costs associated with such dumping shall be paid by the Contractor; if necessary, monies shall be withheld from any monies due the Contractor until restitution is made.

2.4 DISPOSAL OF MATERIALS

All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor in a legal and sanitary manner as approved by appropriate authorities, at the Contractor's cost. Copies of records of all disposals shall be furnished to the City, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each work day. Under no circumstances will the Contractor be allowed to accumulate any type of debris on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to City of Oviedo.

2.5 ROOT REMOVAL

Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed, or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or at the completion of the root removal operation, depending on the manufacturer's recommendation, and grouting will take place to remove infiltration. Contractor shall capture and remove all roots from the line.

2.6 CHEMICAL ROOT TREATMENT

To aid in the removal of roots, manhole sections that have root intrusion shall be treated with an acceptable, non-systemic herbicide which will kill roots but which will not permanently affect parts of trees distant from the treated roots. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to

surrounding vegetation. The active ingredient shall not adversely affect the performance of the wastewater treatment facility. Any damaged vegetation so designated by the City shall be replaced by the Contractor at no additional cost to the City. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

2.7 ACCEPTANCE OF CLEANING OPERATION

Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, the City may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television inspection, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through the squeegees and/or sponges shall be ''performed until the television camera lens will no longer be submerged. This requirement may be waived by the City if the water, in which the camera lens is submerged, is clean enough to allow the identification of pipe defects, cracks, holes, and location of service taps.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for pipe cleaning and root cutting, including dewatering (when necessary) and all equipment and work specified in this Section.

END OF SECTION

SECTION 00040-7

GROUP VII
SPECIFICATIONS FOR
INVESTIGATE AND VIDEO INSPECTION SERVICES

PART 1 GENERAL

1.1 SCOPE OF WORK

Inspect pipes and storm sewers as shown in the Contract Documents. Provide video and a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system inspected and videoed.

1.2 VIDEO EQUIPMENT AND REQUIREMENTS

1. INSPECTION AND VIDEO

   Comply with OSHA Confined Space Standard, 29 CFR Part 1910.146. Manual inspections may be required in order to determine the extent of damage. Pipe walls in areas of concern should be sounded to identify any structural degradation.

   Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

   Provide a high-quality color video with a minimum resolution of 720 X 480 in a delivery method acceptable to the Engineer. Include a narrative stating the location and explanation of deficiencies with the video. The video image must be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. Provide identification in the video before each section of pipe filmed, including the pipe location, the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, and the date and time. Indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Provide the Engineer with copies of these notes along with the video.

   Move the camera through the pipe at a speed of approximately 15 feet per

minute but not greater than 30 feet per minute, unless otherwise directed by the Engineer. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. The number of units of equipment on hand must be adequate to insure the completion of the work.

Ensure that all equipment to be used is in safe working condition. Repair or remove from the job equipment that is not in safe working condition.

The camera must be operative in 100% humidity conditions. Provide a view of intersecting pipes and drainages structures without diverting from the primary inspection route.

Video the entire circumference of all joints, pick-up holes, and any other suspect areas in order to identify any deficiencies along the entire perimeter of the joint. At every joint and structure, and at significant defects, stop the camera and rotate the camera's view a full revolution to document and measure defects. View all suspect areas in such a way as to make a clear analysis of the system. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

At any time during the video inspection, the Engineer may declare the work unsatisfactory, and no payment will be made for that section of the work.

Perform video inspections on clean dry lines. Inspect storm sewers for cleanliness before the start of video inspection.

Dewatering will be incidental to the other pay items. Do not perform inspections where the flow depth exceeds 5% of the pipe or drainage structure's cross-sectional area, without the prior approval of the Engineer.

Desilting, as necessary to perform the video inspection, will be paid separately. Note the conditions of intersecting pipes and drainage structures on the report and video for the project.

2. WRITTEN REPORT AND GPS DATA COLLECTION

Prepare a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system videoed.

The map must include, but is not limited to, the City/County or State roadway, intersecting side streets, the location of all inlets and manholes, and the diameter and length of all pipes videoed.

The report must include, but is not limited to, deficiencies such as cracked

pipes, joint leaks, failed patches, subsidence, intrusions, stained pipe, and significant defects. Specify the coordinate location of each deficiency in the report in the same chronological order as the video. Note the conditions of intersecting pipes and drainage structures on the report and video.

Include GPS coordinates of storm drainage lines locations including type/size/shape of any inspected drainage lines. GPS location point readings should be taken at the center of each structure or grate.

Document defects identified during this review and submit inspection logs.
Include the following in the report:

1. Date, project name, and project number.

2. Street names with starting and ending points.

3. Identify the type of structure, locations, and number (if available).

4. Distances using a tape measure or roll-a-tape

5. Coordinate locations of pipe/culvert/drainage structure deficiencies (i.e. bad joints, offset joints, breaks, or leaks).

6. Centerline distances between structures (if available).

7. Inspection video indicating the structure type/number, coordinates, rim elevation, pipe invert, counter display, and any other relevant data.

8. Coordinate point location (X, Y, Z fields) to represent latitude and longitude in North American 1983 Datum. Precision shall be to the seventh decimal for X and Y, and to the tenth for Z (ex. 25.217111, - 80.3683639, 10.5').

9. A separate column identifying whether it is the begin or end point, change of direction or change of size etc.

10. A written report indicating drainage structure numbers and video counter display numbers

11. Pipe diameter in inches (18", 24", 36", etc.)

12. Pipe material (reinforced concrete, corrugated, galvanized, high density polyethylene, etc.)

13. Pipe shape (round, elliptical, square, rectangular)

14. A detailed map of the storm water drainage system as videoed
    Catalog inspection information gathered on inspection forms to produce a report of deficiencies. The expected deliverables must be in a data format that is compatible with ESRI's ArcGIS 10.1 and above; a PDF file of the inspection report cataloging the inspection results; video version of the report showing the inspected pipe;

spreadsheet file (.xls format) indicating the structure locations with pipe start and end points, and their associated material, location, identification number, referenced plan set (if available), etc. Results will be made available on computer programs compatible with City systems. Submit a complete copy of the final project report and map to the City within 14 days of completion of all work order documents.

PART 3 PAYMENT

3.1 METHOD OF MEASUREMENT

The quantity to be paid will be the distance, in feet, that the camera physically traveled during inspection of the location specified in the Contract Documents. The distance the camera travels prior to inspection will not be paid.

3.2 BASIS OF PAYMENT

Price and payment will be full compensation for video inspection and reporting, including dewatering (when necessary) and all equipment and work specified in this Section.

END OF SECTION

SECTION 00040-5

GROUP V
SPECIFICATIONS FOR
GENERAL REPAIR, RESURFACING,
SEALING OF STRUCTURES WITH PROTECTIVE COATING SYSTEM

PART 1 GENERAL

1.1 SCOPE OF WORK

Seal inlets, manholes, and junction boxes, including the structure's base, walls, top slab, riser, cone, and inlet tops. Seal pipe joints minor cracks, and lift holes, with chemical grout. Seal storm pipe joints of various diameters by the man-entry internal joint sealing method on pipes that are otherwise in sound physical condition.

1.2 EQUIPMENT

Supply the necessary equipment, including chemical containers, pumps, regulators, valves, hoses and fittings for injecting the materials. Use manufacturer recommended tools and equipment to install internal joint seal in accordance with manufacturer's instructions.

1.3 SAFETY

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress.

1.4 STORMWATER FLOW CONTROL

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water at an approved location by the Engineer. Furnish all equipment and labor. When the depth of flow in the storm pipe section being worked on is considered excessive, such that it would prevent successful joint seal installations, reduce the flow depth to an allowable level of 0 to 2 inches, by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with the manufacturer's procedures.

PART 2 PRODUCTS

2.1 MATERIALS

1. CHEMICAL SEALING OF DRAINAGE STRUCTURES

   All materials containers must be undamaged and unopened and show the manufacturer's original labels. Select hydrophobic polyurethane foam sealing materials that meet the specific sealing requirements of each site. Hydrophilic

gel sealing materials must meet the following requirements:

- Uncured Viscosity is less than 900 cps
- Cured Gel
- Insoluble in water.
- Elongation minimum 200% as measured per ASTM D 638
- Tensile Strength minimum 25 psi as measured per ASTM D 638
- Hydrophobic polyurethane foam sealing materials must meet the following requirements:
- Uncured Viscosity is less than 900 cps
- Cured Foam
- Water absorption is less than 1% as measured per ASTM D-2127
- Shrinkage is less than 1% as measured per ASTM D-2126
- The cured polyurethane foam must adhere tightly to the pipe materials during wet and dry periods.
- Use epoxy resin compounds that meet the requirements of Section 926.
- To repair the structure, use a non-shrink grout product that meets the requirements of Section 934.

2.2 MAN-ENTRY INTERNAL JOINT SEALS

1. FLEXIBLE SEALS

   Use a permanent, non-corrodible one-piece circular seal that can withstand an internal pipe pressure of 300 pounds per square inch and external head pressures in excess of 100 feet. The material must be an EPDM Rubber Membrane for use as a joint liner material. The material must be microbiological growth resistant when used in potable water, storm water, sea water or in humid aerobic conditions. The volume change of the material must not exceed 3% after immersion in water at 212 degrees F for 70 hours. The seal must be manufactured in compliance with ASTM-D 3900, ASTM-D 3568 and must have designation M4AA710A13B13C12Z1Z2Z3 in accordance with ASTM-D2000. The seal must have definitive locations for the three stainless steel bands which hold it in place. The seal must have ribbed sections on each side of the joint to assist in making the fit between the seal and pipe airtight. A test air valve must be installed in the seal for conducting pressure tests. Each joint seal must be clearly numbered with the corresponding joint number in permanent manner.

2. STAINLESS STEEL BANDS

   Use circular stainless steel bands to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands must be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal across piping joints must be

Type-316 and manufactured in accordance with ASTM-A479. The bands must be rolled to the radius of the receiving pipeline. The cleated ends of the band must be welded with T-316 alloy wire. All shims and wedges must be Type-316 material, as required for the stainless steel bands.

3. CHEMICAL SEALING MATERIALS
Chemical sealing materials must have the following properties: react quickly to form a permanent water tight seal; be flexible and immune to the effects of wet/dry, freeze thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable. Chemical joint sealing material must be acrylic resin type and furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system.

4. LIQUID JOINT LUBRICANT
The liquid joint lubricant to assist in the installation of the seals and bands must be non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years and must have a soft pasty consistency suitable for use in temperatures between 0°F and 120°F. The lubricant must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. The lubricant must not support the growth of bacteria or contain any petroleum-based oil or grease

5. THREAD SEALING COMPOUND
Use a paste-type thread sealing compound with polytetrafluoroethene components.

6. HYDRAULIC EXPANDER UNIT
Use a hydraulic expander unit for installation of expansion bands capable of hydraulic expansion pressure of 6,000 pounds per square inch.

2.3 INSTALLATION

1. CHEMICAL SEALING OF JOINTS
Clean all surfaces and remove the debris. Carefully drill a minimum of four insertion holes near the bottom of the structure's wall. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom holes first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the surface. Remove surplus material. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed.

2. PIPE CULVERTS AND STORM DRAINS

Clean pipe joints. Inspect and video each joint before and after sealing. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed. Install joint sealing materials per the manufacture's recommendations.

For hydrophobic urethane foam, drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom hole first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the pipe surface. Remove surplus material.

3. MAN-ENTRY INTERNAL SEALING OF JOINTS

Use flexible seals individually sealed in plastic bags and packed in a manner that will not damage or deform them. Store seals in a cool, dry environment and not exposed to direct sunlight. Examine each seal prior to fitting. Place particular attention on the ribbed sections of the seal. Clean the pipe joint section that will support the seals. Remove debris or deposits from the pipe walls and remove by hydraulic vacuum. Use subaqueous power tools if any hard scale or stubborn debris remains after hand brushing. Clean all joint gaps of debris before any installation is performed. Once cleaned, fill the joint gaps with chemical sealing material as specified in 430-1.3.3 Remove any surplus grout and the surface left flush. Provide a smooth, continuous backing for the seal. Remove any surface imperfections by grinding or scraping. Fill any deep imperfections by properly applying the approved joint filler. Provide a smooth surface for the seal. Pre-mark the seal area to clearly define the seal position.

Check the seal for any damage and ensure the test valve is tight before fitting the seal in place. Locate the test valve in the seal at either the 9 o'clock or 3 o'clock position. Position the seal parallel and centered on the joint gap. Before expanding the steel bands in the seal grooves, place stainless steel radius shims underneath the wedge area in the grooves. If two- or three-piece bands are used, temporarily lock the bands into position by means of a special overlap locking device over the wedge area. Use a hydraulic expander to apply pressure to the ends of the retaining bands, and a radius wedge fitting between the exposed gap and the expanded band ends. As the hydraulic expander is positioned with the retaining band, care must be taken to ensure that the band remains in the groove of the elastic seal and does not move or become dislodged. Select a size of wedge having an interference fit between band ends. Tap the wedge (leading edge first) into position, locking in the compression seal. Repeat the procedure on the second retaining band of the seal, allowing 30 minutes between expansions. Each joint must have three retaining bands in place. Once the expanding procedure is complete, tighten the overlap locking device for the wedge, if required, to a torque of 1.25-foot pounds.

2.4 MATERIAL REFUSAL PRESSURE

1. CHEMICAL JOINT SEALING
   Sealant refusal pressure must be a minimum of 5 pounds per square inch. Do not exceed 10 pounds per square inch.

2. FLEXIBLE SEAL TESTING
   There are two individual pressure tests applied to the seal before closing the pipeline. The first test is applied after each section has been completed and not before 30 minutes have elapsed after the final fitting of the seal. A pressure of 10 pounds per square inch is applied. Because of the excessive ballooning the center membrane of the seal (that will occur at this higher pressure), a restraining device called a “test band” is fitted over the seal during the test. Soap and water is used to detect any leak. In the second test, 5 pounds per square inch is introduced through the valve. This pressure is sustained while a soap and water test is applied to outer edge and entire body of the seal. The Engineer may request proper testing of structural properties of seals or related components before any installation is performed. If any of the seals are tested and found to be defective after installation, replace the defective seals, at no cost to the City.

2.5 RECONSTRUCT INVERT BENCHES

Install the sealant before grouting the structure. Remove all grease, laitance, loose bricks, mortar, unsound concrete, and debris. Water blasting, wet or dry sandblasting, acid washing, and other cleaning agents such as concrete cleaners, degreasers, or other chemicals, may be required to properly clean the surface. Expose sound concrete walls and invert material. Apply non-shrink cement grout to the structure walls. Reconstruct or repair the drainage structure invert bench according to the Florida Department of Transportation (FDOT) Standard Plans Index 430.

2.6 FINAL ACCEPTANCE

Submit all warranties provided by the manufacturer for the specific products included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the City. Submit all documents associated with or describing any such warranties to the City along with other project final acceptance documents and deemed to be a part of the required final acceptance documentation. Do not take any action or fail to act in any way which voids any such warranties. All subcontracts must contain similar provisions which require subcontractors to assign any such warranties to the City.

2.7 METHOD OF MEASUREMENT

The quantity to be paid for will be the number of joints, per each, cleaned, sealed and accepted by the Engineer.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for all work specified under this section including all ancillary items to complete the work.

END OF SECTION

EXHIBIT B

CITY OF OVIEDO STORM SEWER REHABILITATION
BID NO. 24-20 REVISED BID FORM

Item No.	Description	Unit	Quantity	Unit Price ($)	Total Price ($)
Group 1 Purchase and Install of RICIPP					
1	12 in x 6 mm pipe	LF	1	$87.75	$87.75
2	12 in x 7.5 mm pipe	LF	1	$95.00	$95.00
3	12 in x 9 mm pipe	LF	1	$99.75	$99.75
4	15 in x 6 mm pipe	LF	1	$100.25	$100.25
5	15 in x 7.5 mm pipe	LF	1	$105.00	$105.00
6	15 in x 9 mm pipe	LF	1	$113.00	$113.00
7	18 in x 6 mm pipe	LF	1	$118.25	$118.25
8	18 in x 7.5 mm pipe	LF	1	$121.25	$121.25
9	18 in x 9 mm pipe	LF	1	$127.50	$127.50
10	24 in x 7.5 mm pipe	LF	1	$155.75	$155.75
11	24 in x 9 mm pipe	LF	1	$161.75	$161.75
12	24 in x 10.5 mm pipe	LF	1	$176.50	$176.50
13	24 in x 12 mm pipe	LF	1	$189.75	$189.75
14	24 in x 13.5 mm pipe	LF	1	$203.25	$203.25
15	24 in x 15 mm pipe	LF	1	$217.25	$217.25
16	30 in x 9 mm pipe	LF	1	$197.25	$197.25
17	30 in x 10.5 mm pipe	LF	1	$209.00	$209.00
18	30 in x 12 mm pipe	LF	1	$228.00	$228.00
19	30 in x 13.5 mm pipe	LF	1	$242.25	$242.25
20	30 in x 15 mm pipe	LF	1	$160.75	$160.75
21	30 in x 16.5 mm pipe	LF	1	$280.00	$280.00
22	36 in x 10.5 mm pipe	LF	1	$239.50	$239.50
23	36 in x 12 mm pipe	LF	1	$257.25	$257.25
24	36 in x 13.5 mm pipe	LF	1	$279.75	$279.75
25	36 in x 15 mm pipe	LF	1	$302.00	$302.00
26	36 in x 16.5 mm pipe	LF	1	$324.25	$324.25
27	36 in x 18 mm pipe	LF	1	$346.25	$346.25

28	42 in x 10.5 mm pipe	LF	1	$342.50	$342.50
29	42 in x 12 mm pipe	LF	1	$355.50	$355.50
30	42 in x 13.5 mm pipe	LF	1	$371.00	$371.00
31	42 in x 15 mm pipe	LF	1	$388.00	$388.00
32	42 in x 16.5 mm pipe	LF	1	$410.50	$410.50
33	42 in x 18 mm pipe	LF	1	$430.00	$430.00
34	48 in x 12 mm pipe	LF	1	$437.00	$437.00
35	48 in x 13.5 mm pipe	LF	1	$456.75	$456.75
36	48 in x 15 mm pipe	LF	1	$472.75	$472.75
37	48 in x 16.5 mm pipe	LF	1	$488.25	$488.25
38	48 in x 18 mm pipe	LF	1	$503.75	$503.75
39	48 in x 19.5 mm pipe	LF	1	$514.75	$514.75
40	48 in x 21 mm pipe	LF	1	$534.50	$534.50
41	48 in x 22.5 mm pipe	LF	1	$554.75	$554.75
42	48 in x 24 mm pipe	LF	1	$575.50	$575.50
43	54 in x 12 mm pipe	LF	1	$652.75	$652.75
44	54 in x 13.5 mm pipe	LF	1	$652.75	$652.75
45	54 in x 15 mm pipe	LF	1	$652.75	$652.75
46	54 in x 16.5 mm pipe	LF	1	$652.75	$652.75
47	54 in x 18 mm pipe	LF	1	$652.75	$652.75
48	54 in x 19.5 mm pipe	LF	1	$652.75	$652.75
49	54 in x 21 mm pipe	LF	1	$652.75	$652.75
50	54 in x 22.5 mm pipe	LF	1	$652.75	$652.75
51	54 in x 24 mm pipe	LF	1	$652.75	$652.75
52	60 in x 12 mm pipe	LF	1	$709.75	$709.75
53	60 in x 13.5 mm pipe	LF	1	$709.75	$709.75
54	60 in x 15 mm pipe	LF	1	$709.75	$709.75
55	60 in x 16.5 mm pipe	LF	1	$709.75	$709.75
56	60 in x 18 mm pipe	LF	1	$709.75	$709.75
57	60 in x 19.5 mm pipe	LF	1	$709.75	$709.75
58	60 in x 21 mm pipe	LF	1	$709.75	$709.75
59	60 in x 22.5 mm pipe	LF	1	$709.75	$709.75

60	60 in x 24 mm pipe	LF	1	$709.75	$709.75
61	72 in x 12 mm pipe	LF	1	$1,092.25	$1,092.25
62	72 in x 13.5 mm pipe	LF	1	$1,092.25	$1,092.25
63	72 in x 15 mm pipe	LF	1	$1,092.25	$1,092.25
64	72 in x 16.5 mm pipe	LF	1	$1,092.25	$1,092.25
65	72 in x 18 mm pipe	LF	1	$1,092.25	$1,092.25
66	72 in x 19.5 mm pipe	LF	1	$1,092.25	$1,092.25
67	72 in x 21 mm pipe	LF	1	$1,092.25	$1,092.25
68	72 in x 22.5 mm pipe	LF	1	$1,092.25	$1,092.25
69	72 in x 24 mm pipe	LF	1	$1,092.25	$1,092.25
				SUBTOTAL	$34,065.50

Group 2 Injection of Flowable Fill					
69	Injection of Flowable Fill into Cavities or Voids along Deficient Storm Sewers	CY	1	$594.00	$594.00
				SUBTOTAL	$594.00
Group 3 Injection of Chemical Grout					
70	Injection of Chemical Grout into Cavities or Voids along Deficient Storm Sewers and Drainage Structures	GL	1	$80.00	$80.00
				SUBTOTAL	$80.00
Group 4 Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating					
71	Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating	SY	1	$250.00	$250.00
				SUBTOTAL	$250.00
Group 5 Purchase and Installation of Storm Sewer Internal Joint Seals					
72	Mobilization for job with requirements of installing 1 to 10 internal join seals for pipe size of 24 in to 48 in.	EA	1	$100.00	$100.00

73	Mobilization for job with requirements of installing 1 to 10 internal join seals for pipe size of 54 in to 72 in.	EA	1	$100.00	$100.00
74	Dewatering for job with requirements of installing internal join seals for pipe size of 24 in to 48 in.	EA	1	$800.00	$800.00
75	Dewatering for job with requirements of installing internal join seals for pipe size of 54 in to 72in.	EA	1	$1,600.00	$1,600.00
76	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$1,562.00	$1,562.00
77	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$1,897.50	$1,897.50
78	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$2,392.50	$2,392.50
79	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$2,805.00	$2,805.00
80	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$4,125.00	$4,125.00
81	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$5,060.00	$5,060.00
82	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	$5,500.00	$5,500.00
				SUBTOTAL	$25,942.00

Group 6 Pipe Cleaning and Root Cutting					
83	Clean Storm Sewer 12"	LF	1	$4.00	$4.00
84	Clean Storm Sewer 15"	LF	1	$4.50	$4.50
85	Clean Storm Sewer 18"	LF	1	$6.50	$6.50
86	Clean Storm Sewer 24"	LF	1	$7.50	$7.50
87	Clean Storm Sewer 30"	LF	1	$10.75	$10.75
88	Clean Storm Sewer 36"	LF	1	$13.75	$13.75

89	Clean Storm Sewer 42"	LF	1	$17.00	$17.00
90	Clean Storm Sewer 48"	LF	1	$20.75	$20.75
91	Clean Storm Sewer 54"	LF	1	$29.75	$29.75
92	Clean Storm Sewer 60"	LF	1	$35.00	$35.00
93	Clean Storm Sewer 72"	LF	1	$45.25	$45.25
94	Tree Root Cutting Storm Sewer 12"	LF	1	$5.00	$5.00
95	Tree Root Cutting Storm Sewer 15"	LF	1	$6.00	$6.00
96	Tree Root Cutting Storm Sewer 18"	LF	1	$7.00	$7.00
97	Tree Root Cutting Storm Sewer 24"	LF	1	$8.00	$8.00
98	Tree Root Cutting Storm Sewer 30"	LF	1	$10.00	$10.00
99	Tree Root Cutting Storm Sewer 36"	LF	1	$12.00	$12.00
100	Tree Root Cutting Storm Sewer 42"	LF	1	$12.00	$12.00
101	Tree Root Cutting Storm Sewer 48"	LF	1	$12.00	$12.00
102	Tree Root Cutting Storm Sewer 54"	LF	1	$12.00	$12.00
103	Tree Root Cutting Storm Sewer 60"	LF	1	$12.00	$12.00
104	Tree Root Cutting Storm Sewer 72"	LF	1	$12.00	$12.00
				SUBTOTAL	$302.75
Group 7 Investigation and Video Inspection Services					
105	Storm Sewer Television Inspection 12" to 15" Diameter	LF	1	$4.00	$4.00
106	Storm Sewer Television Inspection 18" to 24" Diameter	LF	1	$8.00	$8.00
107	Storm Sewer Television Inspection 30" to 36" Diameter	LF	1	$10.00	$10.00
108	Storm Sewer Television Inspection 42" to 48" Diameter	LF	1	$20.00	$20.00
109	Storm Sewer Television Inspection 54" to 60" Diameter	LF	1	$25.00	$25.00
110	Storm Sewer Television Inspection 60" to 72" Diameter	LF	1	$35.00	$35.00

General Items: All Groups					
111	Drainage Structure Top Removal (pipes 30” and larger)	EA	1	$2,000.00	$2,000.00
112	Plug and Dewater 15” Pipe	EA	1	$100.00	$100.00

113	Plug and Dewater 18” Pipe	EA	1	$150.00	$150.00
114	Plug and Dewater 24” Pipe	EA	1	$200.00	$200.00
115	Plug and Dewater 30” Pipe	EA	1	$400.00	$400.00
116	Plug and Dewater 36” Pipe	EA	1	$600.00	$600.00
117	Plug and Dewater 42” Pipe	EA	1	$700.00	$700.00
118	Plug and Dewater 48” Pipe	EA	1	$800.00	$800.00
119	Plug and Dewater 54” Pipe	EA	1	$100.00	$100.00
120	Plug and Dewater 60” Pipe	EA	1	$1,200.00	$1,200.00
121	Plug and Dewater 72” Pipe	EA	1	$1,500.00	$1,500.00
122	Mobilization	%	5		
123	Maintenance of Traffic	%	5		
				SUBTOTAL	$8,650.00
				GRAND TOTAL	$69,884.25

Client#: 1924855 FLOTEENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura W. or Yomie G.	
USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134-5108 305 669-6000	PHONE (A/C, No, Ext): 305 669-6000	FAX (A/C, No):
	E-MAIL ADDRESS: yomie.gutierrez@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ironshore Specialty Insurance Co	25445
INSURER B : Hamilton Insurance	17178
INSURER C : Federal Insurance Company	20281
INSURER D : Travelers Property Cas. Co. of America	25674
INSURER E :	
INSURER F :	

INSURED
Flotech Environmental, LLC
657 South Dr Ste 401
Miami, FL 33166

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	IEPUW0031131600	09/08/2024	09/08/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X BI/PD Ded: $25,000						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	54326340	09/08/2024	09/08/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	X	X	ENVXSS463737	09/08/2024	09/08/2025	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	54326341	09/08/2024	09/08/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Pollution Liab	X		IEPUW0031131600	09/08/2024	09/08/2025	$2,000,000 each Occ	
A	Professional Liab			IEPUW0031131600	09/08/2024	09/08/2025	2,000,000 each Incident	
D	CE-Inland Marine			QT6607S257039TIL	09/08/2024	09/08/2025	$250,000 Leased/Rented	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Memo: ITB-24-20; Storm Sewer Rehabilitation

The General Liability, Automobile Liability and Excess Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Oviedo, Florida only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement (See Attached Descriptions)

CERTIFICATE HOLDER

City of Oviedo, Florida
400 Alexandria Blvd.
Oviedo, FL 32765

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Worker Compensation and Excess Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability, Automobile Liability and Workers Compensation policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Endorsement No. 10

Effective Date: 09/08/2023@12:01 a.m. Standard Time at the address of the **Named Insured**
Policy Number: SP004630-03-2023
Insured Name: Flotech Environmental, LLC
Issuing Company: AXIS Surplus Insurance Company
Additional (Return) Premium: $0
If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS – SCHEDULED PERSON OR

ORGANIZATION

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	**Location(s) Of Covered Operations**
As required by written contract in effect prior to any related **Claim**	As required by written contract in effect prior to any related **Claim**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section III – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **Bodily Injury** or **Property Damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the **Covered Operations** has been completed; or

(2) That portion of **Your Work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another con- tractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Endorsement No. 9

Effective Date: 09/08/2023 @12:01 a.m. Standard Time at the address of the **Named Insured**
Policy Number: SP004630-03-2023
Insured Name: Flotech Environmental, LLC
Issuing Company: AXIS Surplus Insurance Company
Additional (Return) Premium: $0
If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

The following is added to **SECTION VI, COMMON CONDITIONS**, Paragraph 9, Other Insurance. It supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your Policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Endorsement No. 15

Effective Date: 09/08/2023@12:01 a.m. Standard Time at the address of the **Named Insured**
Policy Number: SP004630-03-2023
Insured Name: Flotech Environmental, LLC
Issuing Company: AXIS Surplus Insurance Company
Additional (Return) Premium: $0
If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

Name Of Person Or Organization:
As required by written contract in effect prior to any related **Claim**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 12. **Subrogation** of **Section VI – Common Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under a contract with that person or organization and included in the **Products-Completed Operations Hazard.** This waiver applies only to the person or organization shown in the Schedule above.

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Endorsement No. 6

Effective Date: 09/08/2023 @12:01 a.m. Standard Time at the address of the **Named Insured**
Policy Number: SP004630-03-2023
Insured Name: Flotech Environmental, LLC
Issuing Company: AXIS Surplus Insurance Company
Additional (Return) Premium: $0
If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

NOTICE OF CANCELLATION OR MATERIAL CHANGE

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the Specialty Package Policy

In consideration of the premium charged, it is agreed that the Policy is amended by the following additions:

1. The following is added to **SECTION VI, COMMON CONDITIONS**:

   We shall provide 30 days written notice (except 10 days for nonpayment of premium) prior to a **Material Change Of Policy Terms** or Cancellation of the Policy to

   As required by written contract

2. The following is added to **SECTION VIII, DEFINITIONS**:

   Material Change of Policy Terms means a change of the Declarations regarding:

   a. A change in the **Policy Period**, or

   b. A removal of a Coverage Section, or

   c. A removal of any **Named Insured** or Insured specifically identified by name in the policy, or

   d. A reduction of the amount of Limits of Insurance, where said reduction is not the result of the payment of **Claims** or **Claim Expenses,** or

   e. A reduction in the amount of the Policy Aggregate, where said reduction is not the result of the payment of **Claims** or **Claim Expenses**.

All other terms and conditions of the Policy shall apply and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
   (a) That is an "insured" under any other automobile policy;
   (b) That has exhausted its Limit of Insurance under any other policy; or
   (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
   (1) The agreement requires you to provide direct primary insurance for the lessor; and
   (2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FLOTECH ENVIRONMENTAL, LLC

Endorsement Effective Date: 09/08/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Workers' Compensation and Employers' Liability Policy

Named Insured FLOTECH ENVIRONMENTAL, LLC 657 SOUTH DRIVE, SUITE #401 MIAMI SPRINGS FL 33166	Endorsement Number Policy Number Symbol: DCS Number: (24)5432-63-41
Policy Period 09-08-2023 **TO** 09-08-2024	Effective Date of Endorsement 09-08-2023
Issued By (Name of Insurance Company) PACIFIC INDEMNITY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. Under Part Six - Conditions of the policy, the following is added:

Notice of Nonrenewal

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at Least 60 days before the expiration date. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

State Exceptions

California Not Applicable



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FLOTECH ENVIRONMENTAL, LLC 657 SOUTH DRIVE, SUITE #401 MIAMI SPRINGS FL 33166	Endorsement Number Policy Number Symbol: WCF Number: 5432-63-41
Policy Period 09/08/2023 to 09/08/2024	Effective Date of Endorsement 09/08/2023
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

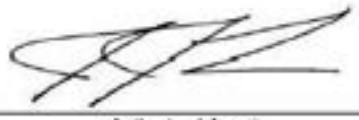
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT
For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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Res4492-24 Ex1 Flotech Environmental Goods and Services Agreement_MS-JAV

Final Audit Report 2024-10-14

Created:	2024-09-17
By:	Abel Velasco (AVelasco@cityofoviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuh7tgBQxExrzUTuSko5GloJNJoBmqBas

"Res4492-24 Ex1 Flotech Environmental Goods and Services Agreement_MS-JAV" History

Document created by Abel Velasco (AVelasco@cityofoviedo.net)
2024-09-17 - 7:06:00 PM GMT- IP address: 68.208.87.162

Document emailed to David Hall (dwhall@stenstrom.com) for signature
2024-09-17 - 7:25:33 PM GMT

Email viewed by David Hall (dwhall@stenstrom.com)
2024-09-17 - 9:04:57 PM GMT- IP address: 209.170.236.218

Document e-signed by David Hall (dwhall@stenstrom.com)
Signature Date: 2024-09-17 - 9:45:04 PM GMT - Time Source: server- IP address: 209.170.236.218

Document emailed to estimating@flotechllc.com for signature
2024-09-17 - 9:45:08 PM GMT

Email viewed by estimating@flotechllc.com
2024-09-17 - 9:45:14 PM GMT- IP address: 40.78.42.207

Abel Velasco (AVelasco@cityofoviedo.net) added alternate signer Jose Ferre (jose.a.ferre@flotechllc.com). The original signer estimating@flotechllc.com can still sign.
2024-09-19 - 6:23:59 PM GMT- IP address: 68.208.87.162

Document emailed to Jose Ferre (jose.a.ferre@flotechllc.com) for signature
2024-09-19 - 6:23:59 PM GMT

Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)
2024-09-20 - 4:20:52 AM GMT- IP address: 104.28.57.242

Adobe Acrobat Sign

Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)
2024-10-01 - 2:29:13 AM GMT- IP address: 104.28.57.244

Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)
2024-10-02 - 5:33:50 AM GMT- IP address: 172.226.190.15

Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)
2024-10-04 - 5:06:44 AM GMT- IP address: 172.226.190.60

New document URL requested by estimating@flotechllc.com
2024-10-11 - 3:25:35 PM GMT- IP address: 23.122.189.121

Signer estimating@flotechllc.com entered name at signing as Jose L. Ferre
2024-10-11 - 3:34:49 PM GMT- IP address: 23.122.189.121

Document e-signed by Jose L. Ferre (estimating@flotechllc.com)
Signature Date: 2024-10-11 - 3:34:51 PM GMT - Time Source: server- IP address: 23.122.189.121

Document emailed to Yinet Quintana (yinet.quintana@flotechllc.com) for signature
2024-10-11 - 3:34:55 PM GMT

Email viewed by Yinet Quintana (yinet.quintana@flotechllc.com)
2024-10-11 - 3:57:36 PM GMT- IP address: 104.47.58.126

Document e-signed by Yinet Quintana (yinet.quintana@flotechllc.com)
Signature Date: 2024-10-11 - 3:58:05 PM GMT - Time Source: server- IP address: 23.122.189.121

Document emailed to msladek@cityofoviedo.net for signature
2024-10-11 - 3:58:09 PM GMT

Email viewed by msladek@cityofoviedo.net
2024-10-11 - 4:19:16 PM GMT- IP address: 174.212.32.33

Signer msladek@cityofoviedo.net entered name at signing as Megan Sladek
2024-10-11 - 4:20:07 PM GMT- IP address: 174.212.32.33

Document e-signed by Megan Sladek (msladek@cityofoviedo.net)
Signature Date: 2024-10-11 - 4:20:09 PM GMT - Time Source: server- IP address: 174.212.32.33

Document emailed to Elianne Rivera (erivera@cityofoviedo.net) for signature
2024-10-11 - 4:20:13 PM GMT

Abel Velasco (AVelasco@cityofoviedo.net) added alternate signer Madelyn Bui (mbui@cityofoviedo.net). The original signer Elianne Rivera (erivera@cityofoviedo.net) can still sign.
2024-10-14 - 11:21:42 AM GMT- IP address: 68.208.87.162

Document emailed to Madelyn Bui (mbui@cityofoviedo.net) for signature

2024-10-14 - 11:21:43 AM GMT

Email viewed by Madelyn Bui (mbui@cityofoviedo.net)

2024-10-14 - 11:43:51 AM GMT- IP address: 68.208.87.162

Document e-signed by Madelyn Bui (mbui@cityofoviedo.net)

Signature Date: 2024-10-14 - 11:46:28 AM GMT - Time Source: server- IP address: 68.208.87.162

Agreement completed.

2024-10-14 - 11:46:28 AM GMT

Adobe Acrobat Sign

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Harry Freeman, Fire Chief

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 141-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the renewal of the Target Solutions Online Training and Learning Management System provided by Vector Solutions for the City of Riviera Beach Fire Rescue; authorizing the City Manager to execute all necessary documents associated with said renewal; authorizing the Chief Financial Officer to make payment from account 10121101-534000, in an amount not to exceed $30,000.00; and providing for an effective date.**

Date: December 02, 2026

CC: General Public

Background:

The City of Riviera Beach Fire Rescue Department utilizes Target Solutions, an online training and learning management system provided by Vector Solutions, to administer, monitor, document, and maintain personnel training and continuing education records.

Target Solutions provides a centralized platform for delivering mandatory training courses, managing professional certifications, tracking continuing education requirements, and documenting departmental training activities. The system supports fire suppression personnel, emergency medical services personnel, officers, and administrative staff by providing access to training resources and electronic reporting capabilities.

The platform assists Fire Rescue Administration in maintaining accurate training records, monitoring employee compliance with established training requirements, and ensuring

personnel receive the education necessary to perform their assigned responsibilities safely and effectively.

Additionally, Target Solutions supports the Department's efforts to maintain compliance with applicable Florida fire service training requirements, emergency medical services continuing education requirements, occupational safety regulations, and nationally recognized professional standards.

Renewal of the existing Target Solutions subscription will ensure continuity of training operations, preserve historical employee training records, and prevent interruptions to mandatory training and certification tracking.

The continued use of this system also promotes administrative efficiency by reducing manual recordkeeping, improving training accountability, and allowing Fire Rescue leadership to monitor departmental training performance through centralized reporting.

The renewal represents an ongoing investment in firefighter safety, employee professional development, regulatory compliance, and the overall operational readiness of the Riviera Beach Fire Rescue Department.

Accordingly, Fire Rescue Administration recommends that the City Council approve the renewal of the Target Solutions online training and learning management system through Vector Solutions.

City Goals:

The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

The fiscal impact associated with the renewal of Target Solutions shall be in an amount not to exceed $30,000.00 funded through the appropriate Fire Rescue Department budget account.

Recommendation:

Staff recommends a Motion to approve Resolution Number 141-26.

Attachments:

1. Resolution_Number 141-26.docx
2. Target Solutions Renewal Notice.pdf
3. Justication Letter.pdf

Resolution Number 141-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the renewal of the Target Solutions Online Training and Learning Management System provided by Vector Solutions for the City of Riviera Beach Fire Rescue; authorizing the City Manager to execute all necessary documents associated with said renewal; authorizing the Chief Financial Officer to make payment from account 10121101-534000, in an amount not to exceed $30,000.00; and providing for an effective date.

Whereas the City of Riviera Beach Fire Rescue Department is committed to providing shift scheduling, comprehensive training, professional development, and continuing education to its personnel to ensure operational readiness, public safety, and compliance with applicable federal, state, and local regulations; and

Whereas, Target Solutions, a learning management platform provided by Vector Solutions, offers specialized online training, certification management, continuing education, and personnel training documentation specifically designed to meet the operational needs of fire rescue and emergency medical services organizations; and

Whereas, the Riviera Beach Fire Rescue Department currently utilizes the Target Solutions platform to facilitate mandatory training, continuing education, professional development, and the electronic documentation of personnel training activities; and

Whereas, the Target Solutions platform provides centralized recordkeeping, automated training assignments, certification tracking, compliance reporting, and access to educational resources that support the Department's training and operational requirements; and

Whereas, the Target Solutions platform provides the Riviera Beach Fire Rescue Department with shift scheduling and workforce management capabilities that assist in coordinating personnel assignments, monitoring employee attendance, tracking overtime utilization, and maintaining accurate staffing records to ensure appropriate personnel coverage, operational efficiency, accountability, and continuity of emergency services; and

Whereas, the continued utilization of Target Solutions assists the Department in meeting applicable training and continuing education requirements established by the Florida Bureau of Fire Standards and Training, the Florida Department of Health, the National Fire Protection Association (NFPA), and other applicable regulatory and professional standards organizations; and

Whereas. renewal of the Target Solutions subscription will ensure uninterrupted access to essential training resources, preserve historical personnel training records, and maintain continuity in the Department's training and certification management processes; and

Whereas, the Fire Rescue Department has determined that continuing its existing Target Solutions subscription supports administrative efficiency, personnel accountability, workforce development, and the Department's overall mission of providing professional emergency services to the residents and visitors of the City of Riviera Beach; and

Whereas the City desires to renew the Target Solutions subscription with Vector Solutions for a period of**,** in an amount not to exceed $30,000.00, subject to applicable procurement requirements and the availability of appropriated funds; and

Whereas the City Council finds that the renewal of the Target Solutions online training and learning management system is in the best interest of the City of Riviera Beach and serves a valid municipal and public safety purpose.

Now, Therefore, Be It Resolved By The City Council Of The City Of Riviera Beach, Palm Beach County, Florida, As Follows:

SECTION 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

SECTION 2. The City Council hereby authorizes the renewal of the Target Solutions online training and learning management system provided by Vector Solutions for the City of Riviera Beach Fire Rescue Department, in accordance with the terms and conditions of the approved renewal agreement.

SECTION 3. The City Council hereby authorizes the City Manager to execute all necessary agreements, documents, and instruments associated with the renewal, subject to review by the Procurement Department and approval as to legal sufficiency by the City Attorney's Office.

SECTION 4. The City Council hereby authorizes the Chief Financial Officer to pay from the appropriate Fire Rescue Department budget account 10121101-534000, in the amount not to exceed $30,000.00, subject to the availability of appropriated funds.

SECTION 5. The City Manager and other appropriate City officials are hereby authorized to take all necessary and appropriate actions to implement the provisions of this Resolution.

SECTION 6. This Resolution shall take effect immediately upon its passage and adoption.

Passed and Adopted this _____ day of _____, 2026.

Signatures are on the following page.

Approved:

_____
Douglas Lawson, Mayor

Attest:

_____
Debrah Hall-McCullon, CMC, FCRM
Certified Municipal Clerk
Acting City Clerk

Motioned By: _____

Seconded By: _____

B. Guyton:_____

K. Miller-Anderson: _____

S. Lanier:_____

G. Spiritis: _____

F. Davis Panier**:**_____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

Renewal Notice

VECTOR SOLUTIONS **TargetSolutions**

Date Friday, August 7, 2026

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Riviera Beach Fire Rescue (FL)	Luke Lutz	Annual	10-01-2026

Quantity	Product	Description	Unit Price	Total
102	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	$126.18	$12,870.36
1	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	$395.00	$395.00
15	Vector Check It - Vehicles	Vector Check It - for Web and Mobile (Vehicles)	$172.48	$2,587.20
4	Vector Check It - Fire/EMS Stations	Vector Check It for web and mobile (Fire/EMS Stations)	$288.25	$1,153.00
102	Vector Scheduling	Vector Scheduling for web and mobile	$64.44	$6,572.88
102	Vector Evaluations+	Vector Evaluations+ - Annual Subscription	$29.55	$3,014.10

Grand Total: $26,592.54

As a convenience to our customers, we are changing our billing policy effective December 1st, 2019 to send out bills 30 days in advance of your renewal.

This does not change the billing due date or the payment terms of your agreement.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

Justification Letter

Training Management | Operations & Asset Management | Workforce Management | Early Intervention and Performance Management | EHS Management

This document serves as a justification letter for Vector Solutions' integrated suite of systems for online training and live skill evaluations (**Vector LMS** and **Vector Evaluations+**), operations and asset management (**Vector Check It**), workforce management (**Vector Scheduling**), early intervention and performance management (**Guardian Tracking**) and **EHS Management,** which are all developed and provided solely by Vector Solutions, the industry's leading provider of solutions to train, prepare, and retain your personnel.

Service Description

Vector Solutions' industry-leading online training, operations, scheduling, evaluations, early intervention and performance, and EHS management system is a comprehensive suite of proprietary web-based solutions for Fire and EMS departments and is the industry's only all-in-one operational hub for the management of training, assets, employee scheduling, skill assessments and safety compliance. The unique, one-of-a-kind software features exclusive software tools built with fire departments in mind, including best-in-class training courses and recordkeeping applications.

Training

Vector Solutions features the industry's leading Learning Management System (LMS) for scheduling, delivering, tracking, and reporting online courses and in-person training.

The software was developed for fire and EMS departments and when creating it, Vector Solutions leveraged partnerships with the NFPA and CAPCE to develop a new approach to training and continuing education. With the abundance online education available via the internet, **Vector LMS** has revolutionized fire and EMS training and continued education, which allowed departments to offer online training from any location and with minimal loss of personnel productivity. In addition to convenience and compliance benefits, the online training methodology, which has become common across all industries, can be completed at a fraction of the cost of managing and delivering classroom education using traditional methods.

Key features of **Vector LMS** include:

- Vector Solutions features the industry's leading learning management system for scheduling, delivering, and tracking online training courses.
- Vector Solutions offers more than 500 hours of training for fire departments, including more than 250 hours of accredited EMS continuing education courses.
    - Vector Solutions is organizationally accredited through CAPCE, the Commission on Accreditation for Pre-Hospital Continuing Education.
    - Vector Solutions features NFPA 1001, NFPA 1021, NFPA 1410, NFPA 1500, as well as Occupational Safety and Health Administration (OSHA), and more in its training catalog.
- The Vector Solutions platform features unique applications for managing fire department training, recordkeeping, and compliance tasks, including:
    - **Activities Builder** to assign custom training.
    - **Credentials Manager** to automate required training, onboarding, license renewals, etc.
    - **ISO Training Tracker** that offers an easy way to record hours spent on live skills training, simplifying ISO compliance.
    - **Community Resources** to share resources like policies, training programs, etc. across ECCs.
    - **File Center** to store your policies, bulletins, training resources, and more.
    - **Test Builder** to validate comprehension of training phases, policies, and more.
    - **Report Generator** to monitor training status of all personnel with an at-a-glance dashboard of who is overdue on their required training.
    - **Events Manager** to schedule training and manage registrations, or to keep staff up to date on upcoming events.
- **Vector LMS Enterprise** enables agencies to collaborate in a shared training platform while still managing their own Vector Solutions sites.

Live Skills Training

Vector Evaluations+, a live skill evaluation solution, modernizes skill assessments with electronic skill sheets and forms that are accessible via a mobile app or web-based system.

Key features of **Vector Evaluations+** include:

- Agencies can eliminate paper processes and record, evaluate, and verify officer competencies in the field.
- Record an entire crews' training in a few clicks and sync in the LMS training management platform.

- Trainees better comprehend their performance and areas needed for adjustment with live video capture of their tactics and techniques.
- In addition to recording videos and taking photos from the **Evaluations+** app, best practice resources can be uploaded to help trainees comprehend a technique or strategy.
- The app comes with a library of pre-built skill sheets, or agencies can easily create their own to best suit their own needs.
- Multiple electronic signatures confirm both the trainee and supervisor have signed off to confirm an assessment or performance review. Additional layers of signatures can be added as needed, as is often required by public safety agencies.
- Use the **Evaluations+** app to document performance reviews and other operational activities, like observation reports for group trainings.
- Sync your mobile data through the workforce management LMS platform for a better 360-view into your personnel's overall competencies. This also simplifies record keeping by enabling agencies to keep all data in one place.

Inspections and Asset Management

The Vector Solutions platform can be extended to the **Vector Check It** operations and asset management system for conducting inspections of equipment, apparatus, and inventory.

Key features of **Vector Check It** include:

- Integrated always available mobile application and web-based platform accessible from anywhere streamlines inspections and maintenance for vehicles, equipment, controlled substances, medical supplies, and other logged inventory.
- 24/7 real-time views of equipment status and location.
- Exclusive module for secure, cradle-to-grave management of controlled substances for ALS agencies.
- Secure tracking of expiration dates of all types of controlled substances and other resources assigned to a specific vehicle, person, or storage facility.
- Built-in verification features, such as eSignatures, employee pin numbers, and facial recognition technology, to ensure accountability.
- Push notifications, email alerts, and custom check-step comments to communicate the completion of an inspection, create check-step comments, or notify supervisors of issues.
- Ability to open service tickets for apparatus or equipment in need of repair to track its status, costs, and other information with intuitive workflows.

- Produce comprehensive reports with visually-driven data to view check history, performance, and other measurable steps, empowering agencies to make informed decisions when submitting annual reports or budget requests.

Scheduling Personnel

Vector Scheduling provides a workforce management and employee resourcing software built for the complex organizational tasks for mission-critical industries.

Key features of **Vector Scheduling** include:

- A snapshot overview of shift schedules, minimum staffing levels, and employees' qualification in a dynamic workforce management dashboard.
- Meeting the needs of a mobile workforce, the accompanying mobile app keeps your teams connected and enables them to accept shifts, respond to callbacks, and more from their mobile devices.
- The ability to send mass employee notifications via calls/texts/pages/push notifications to a team or the entire department in seconds, speeding response time in the event of a critical incident.
- Give your personnel the convenience of checking schedules and requesting a day off orshift trade from their mobile device. Similarly, supervisors can check, approve, or deny requests as needed from their mobile devices.
- Automated approvals or denials based on agency-defined qualifiers can also be implemented, ensuring policies set by unions or other overseeing entities are abided by.
- Intelligent reporting offers insight into overtime and special assignments trends.
- Automate overtime hiring and reduce grievances with agency-defined, intelligent rules to assign the right staff quickly and fairly to the right shifts and assignments.
- Customizable and exportable reports to empower agencies to make informed decisions when submitting annual audits or budget requests. Reports include in-depth filters to analyze employee hours, payroll, overtime, and more.
- Access the program through the workforce management and operational LMS platform.

Early Intervention and Performance Management

Guardian Tracking is a performance management and early intervention solution that helps transform the culture within agencies by equipping personnel with a process for consistent feedback and positive recognition and helps identify personnel in need of intervention before an adverse event takes place. No other software offers the breadth of

functionality for performance documentation, early intervention, or early recognition provided by our proprietary platform.

Key features of **Guardian Tracking** include**:**

- Protect the health and well-being of your first responders.
- Flag firefighters for increased screening to catch cancer sooner.
- Identify first responders who might need additional mental health support.
- Document how you protect the health of your team.
- Minimize absenteeism, burnout, and hours lost to illness.
- Encourage more peer-to-peer recognition.
- Increased productivity and teamwork.
- Improved job satisfaction.
- A team that feels a strong connection to your agency's mission.
- Better immediate and consistent performance feedback.
- Improved evaluation process with tangible data to support your ratings.

Environment, Health, and Safety

Vector EHS Management is a comprehensive safety tracking solution that offers a web-based system and mobile application to streamline incident reporting, corrective actions and producing OSHA forms.

Key features of **Vector EHS Management include**:

- A mobile application that streamlines the incident reporting process and records incident details at the scene for accurate account of what occurred.
- Easily manage the claims process and track every variable to minimize costs of worker's compensation or employee leave.
- Track hazards or potential exposures with detailed reports and notify key stakeholders.
- Assign corrective actions after incident investigations, such as refresher training, and communicate corrective tasks to personnel through **Vector EHS Management.**
- Automatically translate incident reports to produce OSHA forms 300, 300A and 301 to easily export OSHA logs.
- Comprehensive reports show incident history to identify trends, address problem areas and more.

Date Signed: 1/6/2026

Signature: Jackelin Itzaina

Name: Jackelin Itzaina

Title: Renewal Management Manager

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: KaSamba Miller-Anderson, District 2 Councilperson

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 156-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving and adopting the bylaws of the Riviera Beach Youth Council Gavel Club; establishing a formal governing framework for membership, leadership, administration, meetings, and program operations; affirming sponsorship by the Riviera Beach Youth Council; providing for implementation; and providing an effective date; and for other purposes.**

Date: December 02, 2026

CC: General Public

Background:

Resolution Number 156-26 provides for the formal adoption of the Riviera Beach Youth Council Gavel Club Bylaws, establishing a structured governing framework for membership, officer responsibilities, elections, meetings, parliamentary procedures, and program administration. The bylaws will promote accountability, organizational consistency, and sustainability while supporting the Gavel Club's mission to develop youth leadership, public speaking, effective communication, and civic engagement. Adoption will ensure the program operates effectively and remains aligned with the goals of the Riviera Beach Youth Council and applicable City policies.

City Goals:

The Citywide Goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:

None

Recommendation:

Staff recommends a Motion to approve Resolution Number 156-26.

Attachments:

1. Riviera_Beach_Gavel_Club_Bylaws_Resolution_156-26 Final.docx
2. Gavel Club Constitution and Bylaws 2026.pdf

Resolution Number 156-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving and adopting the bylaws of the Riviera Beach Youth Council Gavel Club; establishing a governing framework for membership, leadership, meetings, elections, parliamentary procedures, and program administration; affirming sponsorship by the Riviera Beach Youth Council; providing for implementation; providing for severability; providing an effective date; and for other purposes.

Whereas, the City of Riviera Beach is committed to promoting youth leadership, civic engagement, effective communication, public speaking, and professional development among young residents of the community; and

Whereas, the Riviera Beach Youth Council provides opportunities for young residents to develop leadership skills, participate in civic activities, and represent the perspectives of youth on matters affecting the community; and

Whereas, the Riviera Beach Youth Council Gavel Club, affiliated with Toastmasters International, is intended to provide structured opportunities for youth to strengthen public speaking, communication, leadership, meeting management, and parliamentary procedure skills; and

Whereas, the City Council recognizes the importance of establishing formal bylaws to provide clear guidelines for the organization, governance, administration, and operation of the Riviera Beach Youth Council Gavel Club; and

Whereas, the proposed Riviera Beach Youth Council Gavel Club Bylaws, attached hereto as Exhibit "A" and incorporated herein by reference, establish provisions governing membership eligibility, officer responsibilities, elections, meetings, parliamentary procedures, standards of conduct, and program administration; and

Whereas, the adoption of the bylaws will promote accountability, organizational consistency, transparency, and long-term sustainability while supporting the mission and objectives of the Riviera Beach Youth Council; and

Whereas, the Riviera Beach Youth Council shall serve as the sponsoring body for the Gavel Club, with administrative coordination provided by the Youth Council Coordinator in collaboration with appropriate City staff and program representatives; and

Whereas, the City Council finds that adopting the Riviera Beach Youth Council Gavel Club Bylaws serves a public purpose by strengthening youth leadership, educational

advancement, civic engagement, and professional development opportunities within the City of Riviera Beach.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Florida, as follows:

Section 1. Adoption of Bylaws

The City Council hereby approves and adopts the Riviera Beach Youth Council Gavel Club Bylaws, attached hereto as Exhibit "A" and incorporated herein by reference, as the official governing document for the organization, administration, and operation of the Riviera Beach Youth Council Gavel Club.

Section 2. Youth Council Sponsorship

The Riviera Beach Youth Council shall serve as the sponsoring body for the Riviera Beach Youth Council Gavel Club. The program shall operate in coordination with appropriate City staff and in accordance with the adopted bylaws, applicable City policies, and Toastmasters International Gavel Club program requirements.

Section 3. Program Governance

The adopted bylaws shall establish the governing framework for membership eligibility, officer elections, leadership responsibilities, meeting procedures, parliamentary practices, standards of conduct, and other organizational matters necessary for the effective operation of the Gavel Club.

Section 4. Implementation And Administration

The Riviera Beach Youth Council Coordinator, in coordination with appropriate City staff and program representatives, is authorized to facilitate the implementation and administration of the adopted bylaws, including meeting coordination, membership engagement, leadership-development activities, and administrative oversight.

Section 5. Compliance And Amendments

The Riviera Beach Youth Council Gavel Club shall operate in accordance with the adopted bylaws, applicable City policies and procedures, and applicable Toastmasters International Gavel Club requirements.

Any proposed amendments to the bylaws shall be reviewed by the Youth Council Coordinator and appropriate City staff and submitted to the City Council for approval prior to implementation, unless otherwise authorized by applicable law or subsequent City Council action.

Section 6. Severability

If any section, subsection, sentence, clause, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions of this Resolution.

Section 7. Effective Date

This Resolution shall take effect immediately upon its passage and adoption by the City Council of the City of Riviera Beach, Florida.

Passed and Approved this _____ day of _____, 2026.

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah Hall, MMC
City Clerk

Reviewed as to Legal Sufficiency:

_____
Dawn Wynn, City Attorney

Date: _____

Motioned By: _____

Seconded By: _____

B. Guyton: ___

K. Miller-Anderson: ___

S. Lanier: ___

G. Spiritis: ___

F. Davis-Panier: ___

CLUB CONSTITUTION
AND
THE STANDARD BYLAWS
FOR
GAVEL CLUBS

an affiliate of
TOASTMASTERS INTERNATIONAL

TABLE OF CONTENTS

Article **Page**

Club Constitution

I Purpose . . . 3

II Membership . . . 3

III Meetings and Notice . . . 4

IV Quorum . . . 5

V Officers . . . 5

VI Duties of Officers . . . 6

VII Committees . . . 7

VIII Affiliation . . . 8

IX Policy . . . 9

X Amendments . . . 9

Club Bylaws

I Name . . . 10

II Membership . . . 10

III Fees and Dues . . . 10

IV Meetings . . . 11

V Election of Officers . . . 11

VI Rules of Order . . . 11

VII Amendments . . . 11

THE CONSTITUTION OF THE

_____
(name)

GAVEL CLUB _____ OF
(number)

_____
(location)

ARTICLE I

Purpose

The purposes of this Gavel club shall be as follows:

- To help its members improve their abilities to communicate effectively
- To provide for its members instructions, educational materials and opportunities, which will give them skill and experience in the preparation and delivery of speeches
- To encourage its members to read and to listen analytically
- To provide its members fair and constructive evaluation of their efforts toward self-improvement
- To increase its members' knowledge of the rules of parliamentary procedure and their skills in conducting meetings and participating in group discussions
- To afford leadership training for its members
- To provide opportunities and encouragement for its members to appear before audiences and to express their thoughts creditably

ARTICLE II

Membership

Section 1. Any person, including those individuals who may be ineligible to join a Toastmasters club by reason of age or other condition, may become a member of a Gavel club upon election as provided in Article II, Section 9, below. No person shall be excluded from membership in, or from any program or activity of, this club because of age, race, color, creed, gender, national or ethnic origin, sexual orientation, or physical or mental disability, so long as the individual, through his or her own effort, is able to participate in the program. However, the Bylaws may provide for other restrictions on the composition of the individual membership, e.g., to the members of a particular institution or school.

Section 2. This club may classify its members as Active, Associate, Honorary, and Inactive members, if it deems such classification advisable.

Section 3. Active club members attend meetings regularly and shall be entitled to all rights and privileges of the club and share in its responsibilities. These responsibilities shall include support of its purposes and constructive contribution to its program and activities.

Section 4. Associate members are members awaiting a vacancy in the active roster.

Section 5. Honorary club membership may be conferred upon a person by a two-thirds vote of the total active membership. Honorary membership is conferred on one who has distinguished himself or herself by meritorious service in the furtherance of Toastmasters ideals.

Section 6. Inactive members are those members not otherwise classified. An Inactive member may become an Active or Associate member upon request and the recommendation of the executive committee. He or she may become an Active member only when there is a vacancy in the club roster.

Section 7. Associate, Honorary, and Inactive members are not eligible to serve in any office, nor do they have voting privileges. They are not entitled to a place on the regular speakers program; however, they may serve as substitute speakers if requested to do so by the President, Vice President Education, or the Toastmaster of the meeting. They may also participate in club discussions and serve as evaluators.

Section 8. The executive committee may extend to any Active member, at his or her request, a short-term leave of absence. If leave of absence for an extended period is desired, the member shall be transferred to Inactive membership.

Section 9. This club is a private association, and membership is by invitation only. Eligible prospective members shall be sponsored by a member of the club. Application for membership shall be made on the form supplied by the club, if any. The applicant shall be declared elected upon a vote of the club membership as set forth in Article IV, Section 4, below.

Section 10. This club may establish, from time to time, procedures for dropping members who miss a certain number of meetings, or who fall below other minimum standards set by the club. In addition, this club may expel, suspend, or decline to renew the club membership of any member at any time, with or without notice and with or without cause, upon a vote of the club membership as set forth in Article IV, Section 4, or upon action of the club counselor. If this club does not expel a member, after written request to do so is made by the Executive Director of Toastmasters International, this club's Certificate of Affiliation may be suspended or revoked as provided in Article VIII, Section 6, below.

ARTICLE III

Meetings and Notice

Section 1. Regular meetings of this club shall be held as provided in the Bylaws of this club.

Section 2. Special business meetings of this club may be called by a majority vote of the Active members present and voting at any regular meeting at which a quorum is present, or by the Club President.

Section 3. Meetings of the Club Executive Committee shall be held as provided in the Bylaws of this club.

Section 4. Notice shall not be required for regular business meetings held as provided in the Bylaws of this club. Notice of any change in the time or place of any regular meeting and notice of all special meetings shall be given by mail, telephone, or other reasonable means at least four (4) days in advance of such meeting to all individual members of this club. Notice of special meetings shall include a statement of the general purpose of the meeting, but any membership business otherwise valid may be transacted at the meeting.

ARTICLE IV

Quorum

Section 1. A majority of the active membership shall constitute a quorum for the transaction of all business of this club. A majority of the Club Executive Committee shall constitute a quorum for the transaction of the committee's business.

Section 2. Each Active member shall be entitled to one vote on any matter presented to the club membership for a vote.

Section 3. Voting by proxy or absentee ballot shall not be permitted on any matter presented to the club membership for a vote.

Section 4. Unless a greater vote is required by this Constitution or by the Bylaws of this club in a particular matter, the affirmative vote of at least a majority of those Active members who are present and voting at a duly held business meeting at which a quorum is present shall be the act of this club.

ARTICLE V

Officers

Section 1. The officers of this club shall be a President, a Vice President Education, a Vice President Membership, a Vice President Public Relations, a Secretary, a Treasurer (or a Secretary/Treasurer), and a Sergeant at Arms. A counselor is necessary for all clubs. Although the counselor is not elected, his or her name is to be reported on the club officer list.

Section 2. Nominations for club officers shall be made by a nominating committee appointed by the President at least two weeks prior to the election. This committee shall consist of three Active members, at least one of whom shall be a Past President of the club, if available. This committee shall report at the regular meeting immediately preceding the meeting at which the election is to take place and shall present at that time only the names of Active members who have consented to serve if elected. Further nominations may be made from the floor at that time or at the election meeting, by any Active members. All elections shall

be by secret ballot, unless dispensed with by a unanimous vote, with a majority vote of all Active members present and voting necessary for a choice.

Section 3. Elections of all officers shall be held at the first meeting in May in each year, to take office the following July. For officers who serve terms of a half-year, elections shall be held at the first meetings in May and November in each year, to take office the following July and January, respectively.

Section 4. Any officer of this club may resign, provided that any such resignation must be made in writing and delivered to the Club President or Club Secretary. Unless any such resignation is, by its terms, effective on a later date, it shall be effective on delivery to such club officer, and no acceptance by this club shall be required to make it effective. Any officer of this club may be removed from office at any time, with or without cause, by majority vote of all Active members present and voting at a business meeting of this club.

Section 5. Any vacancy in office, except for the Immediate Past Club President, shall be filled by a special election held at the next meeting following the announcement of the vacancy.

Section 6. Club Presidents elected for a term of one (1) year may not be re-elected for a successive term. Club Presidents elected for a term of a half-year may be re-elected for one successive term of a half-year.

ARTICLE VI

Duties of Officers

Section 1. The President shall preside at all meetings of the club and of the Executive Committee. He or she shall appoint all committees and have general supervision of the work of the club under the direct guidance of the club counselor.

Section 2.

(a) The Vice President Education is responsible for planning, organizing, and directing a club program which meets the educational needs of the members. The Vice President Education chairs the education committee and shall preside over meetings in the absence of the Club President.

(b) The Vice President Membership is responsible for planning, organizing, and directing a program that ensures member retention and growth in club membership. The Vice President Membership chairs the membership committee and shall preside in the absence of the Club President and the Vice President education.

(c) The Vice President Public Relations is responsible for developing and directing a publicity program that informs members and the public or institution about Toastmasters International. The Vice President Public Relations chairs the public relations committee and shall preside in the absence of the Club President, the Vice President Education, and the Vice President Membership.

Section 3. The Secretary shall have custody of the club's Constitution and Bylaws and all other records and documents of the club, shall keep an accurate record of the meetings and activities of the club and of the Executive Committee, and shall transmit the same to his or her successor. He or she shall have charge of all correspondence under the supervision of the club counselor.

Section 4. The club treasurer shall receive and disburse, with the approval of the club, all club funds, and shall keep accurate account of the same. He or she shall make a financial report to the club or to the Executive Committee upon request and shall transmit the accounts and all undistributed funds to his or her successor. He or she shall pay to Toastmasters International all financial obligations of this club as such obligations become due, unless otherwise provided for.

Section 5. The Sergeant at Arms is chair of the Social and Reception Committee and is responsible for club property management, meeting room preparation, and hospitality.

ARTICLE VII

Committees

Section 1. The standing committees of this club shall be the Executive, Education, Membership, Public Relations, and Social and Reception Committees.

Section 2. The Executive Committee shall consist of the President, the Vice Presidents, Secretary, Treasurer, Sergeant at Arms, and the Immediate Past President of the club. This committee, of which the President is chair, shall have charge of all business affairs of the club and shall consider all matters concerning the welfare of the club. All actions of the Executive Committee shall be submitted to this club at the next business meeting for ratification. Any decision of the Executive Committee which this club fails to ratify shall be null and void. All actions are under the supervision of the club counselor.

Section 3. The Education Committee shall have charge of the general educational program of the club. It shall prepare, or cause to be prepared, all speaking schedules of the club and determine assignments in advance of the meeting.

Section 4. The Membership Committee shall consider all applications for membership and shall arrange for proper induction of all new members. This committee shall be responsible for maintaining club membership and attendance.

Section 5. The Public Relations Committee shall arrange the preparation and dissemination of news releases regarding this club's activities and educational programs and shall promote opportunities for participation in Toastmasters learning programs. It shall also be responsible for all internal publications of this club.

Section 6. The Social and Reception Committee shall be responsible for all social functions of the club and such other duties as may be assigned to it. It shall act as a reception committee at all meetings.

ARTICLE VIII

Affiliation

Section 1. Any group desiring admission as a Gavel club shall apply to Toastmasters International on forms provided by World Headquarters. Subject to standards and procedures stated in the Policies of Toastmasters International, the Executive Director of Toastmasters International has sole discretion to issue a Certificate of Affiliation to a Gavel club.

Section 2. Upon issuance of a Certificate of Affiliation to this club, and so long as this club remains in good standing with Toastmasters International, this club is entitled to all the rights and powers and is subject to all the duties and requirements of Gavel clubs as may be stated from time to time in the Articles of Incorporation and Bylaws of Toastmasters International, in this Constitution, and in policies, procedures, manuals, and other materials issued by Toastmasters International.

Section 3. The admission of this club to affiliation with Toastmasters International and the continued affiliation and operation of this club as a Gavel club are subject at all times to the approval of the institution sponsoring this club. Such institution shall designate an individual to serve as counselor to this club; that person shall exercise the rights and powers of a counselor set forth in this Constitution and shall act as the agent and representative of the sponsoring institution in all matters regarding this club and Toastmasters International.

Section 4. This club is an independent legal entity, separate from Toastmasters International and member clubs of Toastmasters International, subject to the terms and conditions of affiliation referred to in Article VIII, Section 2, above. As such, this club is fully responsible for its own debts, liabilities, acts, omissions, and other obligations; and any creditor of this club shall look only to this club for payment, and not to Toastmasters International, nor to any member club of Toastmasters International, nor to any member of this club.

Section 5. This club's use of the intellectual property of Toastmasters International, including but not limited to collective membership marks and copyrights, shall be limited to and governed by the Certificate of Affiliation issued to this club and the applicable policies of Toastmasters International.

Section 6. If this club is suspended or in any way rendered permanently Inactive by authority of its sponsoring institution, expressed in writing by this club's counselor, or upon action of the Executive Director of Toastmasters International, in his or her sole discretion, this club's Certificate of Affiliation may be suspended or revoked at any time, with or without notice and with or without cause.

Section 7. This club is an unincorporated association formed solely for the purpose of privately educating its members, and this club shall not be used for any political purpose nor for the benefit, monetary gain, or profit of any individual. In the event of dissolution of this club, for any reason, distribution of any club funds, after payment of any indebtedness, shall be made to Toastmasters International or to a member club of Toastmasters International.

ARTICLE IX

Policy

This club shall adopt no policy and shall take no action in conflict with any policy or any purpose of Toastmasters International. This Constitution shall be deemed automatically modified and amended so that it shall at no time be in conflict with the Articles of Incorporation, Bylaws, or policies of Toastmasters International as they now exist or hereafter may be changed or amended.

ARTICLE X

Amendments

Amendments to this Constitution shall be made only by majority vote of the Board of Directors of Toastmasters International. The Constitution of this club shall be identical to the Constitution for all other Gavel clubs of Toastmasters International.

BYLAWS OF THE

_____
(name)

GAVEL CLUB _____ OF
(number)

_____
(location)

ARTICLE I

Name

The name and location of this club shall be set forth above and in the title of these Bylaws. Such name and location may be changed as provided in Article VI, below.

ARTICLE II

Membership

Section 1. Subject to the nondiscrimination requirements set forth in Section 1 of Article II of the club Constitution, membership in this club shall be restricted to _____
_____.
(If no restrictions will be placed on membership in this club, write "no restrictions" on line above.)

ARTICLE III

Fees and Dues

Section 1. The initiation fee for this club shall be _____ . (If the club desires, it may charge this fee; if not, place a zero on the line.)

Section 2. The dues for this club shall be _____ . (The club may charge dues if it is possible for it to do so.) Dues shall be paid on _____ . Only Honorary members shall be exempt from club fees and dues.

Section 3. Annual fees shall be paid to Toastmasters International within thirty days of receipt of the annual billing. Orders for educational materials must be accompanied by payment.

ARTICLE IV

Meetings

Section 1. Regular meetings of the club shall be held every _____ , at such hour and place as this club, from time to time, shall designate.

Section 2. Special meetings may be called by a majority vote at any regular meeting at which a quorum is present, or by the President.

Section 3. The Executive Committee of this club shall meet at least once every _____ .

ARTICLE V

Election of Officers

Section 1. The club elects officers for the following terms of office (check one):

☐ Half-year terms, from July 1 to December 31 and from January 1 to June 30

☐ Full-year terms, from July 1 to June 30

ARTICLE VI

Rules of Order

Section 1. *Robert's Rules of Order Newly Revised* shall be the final authority as to parliamentary procedure, insofar as they do not conflict with provisions of this club's Constitution and these Bylaws. If Robert's Rules is not a recognized authority on parliamentary procedure in the jurisdiction where this club is located, _____ shall be deemed substituted for Robert's Rules. Robert's Rules, or other recognized authority, shall apply only to parliamentary procedure and any other material appearing in such authority, such as disciplinary procedures, shall not apply to this club. (Complete this blank only if this club is located in a jurisdiction where *Robert's Rules of Order Newly Revised* is not recognized parliamentary authority.)

Section 2. The President may appoint a parliamentarian for his or her term of office.

ARTICLE VII

Amendments

Section 1. Subject to the review and approval of Toastmasters International, and provided the proposed amendment is within the scope of permitted amendments, these Bylaws may be amended by a vote of the club membership as set forth in Article II, Section 9 of the Gavel club Constitution.

Section 2. The scope of these Bylaws, and any amendments to these Bylaws, is limited to the matters specifically placed within the discretion of this club by the club Constitution or by a policy of the Board of Directors of Toastmasters International. This club shall not have the power to amend any reference in these Bylaws to the club Constitution.

Section 3. Upon its adoption by this club, the Club Secretary shall immediately mail a copy of any Bylaws amendment to the Executive Director at World Headquarters for review and approval. If the Executive Director does not approve the amendment, it shall be null, void, and of no effect.

TOASTMASTERS INTERNATIONAL
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www.toastmasters.org

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City of Riviera Beach

To:	Honorable Mayor, Chairperson and City Councilmembers
From:	Randy M. Sherman, Chief Financial Officer, CPA, CGFO, CTP
Through:	William E. Wilkins, City Manager
Subject:	**Discussion on the Proposed Allocation and Expenditure of $60,000,000 for Capital Projects.**
Date:	December 02, 2026
CC:	General Public

Background:

On March 4, 2026 City Council approved Resolution Number 08-26 which approved the following:

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing and directing the Chief Financial Officer to proceed toward the issuance of the City's public improvement revenue bonds, or other debt obligations, in one or more series, in accordance with the City's Debt Management Policy, to finance a portion of the cost of the acquisition, construction, development or equipping of (A) an evidence room and firing range training facility in the City's new Police Station, (B) Parks and Recreation improvements in the City and (C) street reconstruction, all in the amount of $60,000,000; declaring the official intent of the City to reimburse itself for certain capital expenditures of such acquisition, construction, development or equipping by incurring debt; authorizing officials of the City to do all thing necessary or advisable in connection therewith; and providing for an effective date.

The City of Riviera Beach, Palm Beach County, Florida (the "City") has determined the need to acquire, construct and equip an approximately 20,000 square foot evidence room and firing range training facility in the new police station being constructed within the City (the "Public

Safety Project"), construct and equip parks and recreational facilities identified in the City's Parks Master Plan at Dan Calloway Recreation Complex, Municipal Beach Park, MLK/President Obama Memorial Park and other parks identified on Attachment A (the "Parks Projects"), and reconstruct streets throughout the City (the "Streets Project," and, collectively with the Public Safety Project and the Parks Projects, the "Project").

Staff is seeking direction on how to allocate the funds to specific projects. This information is vital to finalize the bonding documents.

City Goals:

The Citywide Goals are to Accelerate Operational Excellence and Enhance Government Stewardship.

Fiscal/Budget Impact:

If approved, the City will issue up to $60,000,000 for the project, the estimate annual debt service costs is $4.8 million.

Recommendation:

Staff recommends that the City Council receive this discussion.

Attachments:

1. Resolution Number 08-26.pdf
2. Attachment A.pdf

Resolution Number 08-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing and directing the Chief Financial Officer to proceed toward the issuance of the City's public improvement revenue bonds, or other debt obligations, in one or more series, in accordance with the City's Debt Management Policy, to finance a portion of the cost of the acquisition, construction, development or equipping of (A) an evidence room and firing range training facility in the City's new Police Station, (B) Parks and Recreation improvements in the City and (C) street resurfacing and reconstruction, all in the amount of $60,000,000; declaring the official intent of the City to reimburse itself for certain capital expenditures of such acquisition, construction, development or equipping by incurring debt; authorizing officials of the City to do all thing necessary or advisable in connection therewith; and providing for an effective date.

Whereas, the City of Riviera Beach, Palm Beach County, Florida (the "City") has determined the need to acquire, construct and equip an approximately 20,000 square foot evidence room and firing range training facility in the new police station being constructed within the City (the "Public Safety Project"); and

Whereas, the City has determined the need to acquire, construct and equip parks and recreational facilities identified in the City's Parks Master Plan at Dan Calloway Recreation Complex, Municipal Beach Park, Lindsey-Davis Community center, MLK/President Obama Memorial Park and Schultz Park (the "Parks Projects"); and

Whereas, the City has determined the need to resurface and reconstruct streets throughout the City (the "Streets Project," and, collectively with the Public Safety Project and the Parks Projects, the "Project"); and

Whereas, the City desires to finance all or a portion of the costs of the Project through the issuance, from time to time, of one or more series of Public Improvement Revenue Bonds or other debt obligations of the City, any or each of which may be issued as notes, in an aggregate principal amount not to exceed $60,000,000 (the "Bonds"); and

Whereas, the Bonds will be payable from and secured by such 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 currently expects to issue one or more series of the Bonds as obligations, the interest on which will be excludable from gross income for federal income tax purposes; and

Whereas, the City Council desires to authorize and direct the Chief Financial Officer (the "Finance Director") to proceed toward the issuance of the Bonds as Public Improvement Revenue Bonds of the City, or other debt obligations of the City, 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, as follows:

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 Chief Financial Officer is hereby authorized and directed to proceed toward the issuance of the Bonds for the purpose of financing all or a portion of the costs of the Project 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 the details with respect thereto to such official or officials of the City as the City Council deems appropriate.

Section 3. The City intends to issue the Bonds to finance all or a portion of the costs of the Project. The City expects that the maximum principal amount of Bonds that will be issued to finance costs of the Project is $60,000,000. Of said amount, the City expects that (a) the maximum principal amount of Bonds that will be issued to finance costs of the Public Safety Project is $22,000,000, (b) the maximum principal amount of Bonds that will be issued to finance costs of the Parks Projects is $18,500,000, and (c) the City expects the maximum principal amount of Bonds that will be issued to finance costs of the Streets Project is $19,500,000. If the City incurs any such costs prior to the issuance of the Bonds, the City hereby declares its official intent to reimburse itself for such expenditures from the proceeds of one or more series of Bonds. For any series of such Bonds, the interest on which is intended to be excludable from gross income for federal income tax purposes, the City will make such representations in writing, as needed, to evidence its compliance with the laws and rules governing the use of proceeds for the reimbursement of costs of the Project.

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 4 day of March, 2026

Approved:

Douglas Lawson
Mayor

Attest:

Debrah Hall
Master Municipal Clerk
City Clerk

Motioned By: G. SPIRITIS

Seconded By: F.DAVIS-PANIER

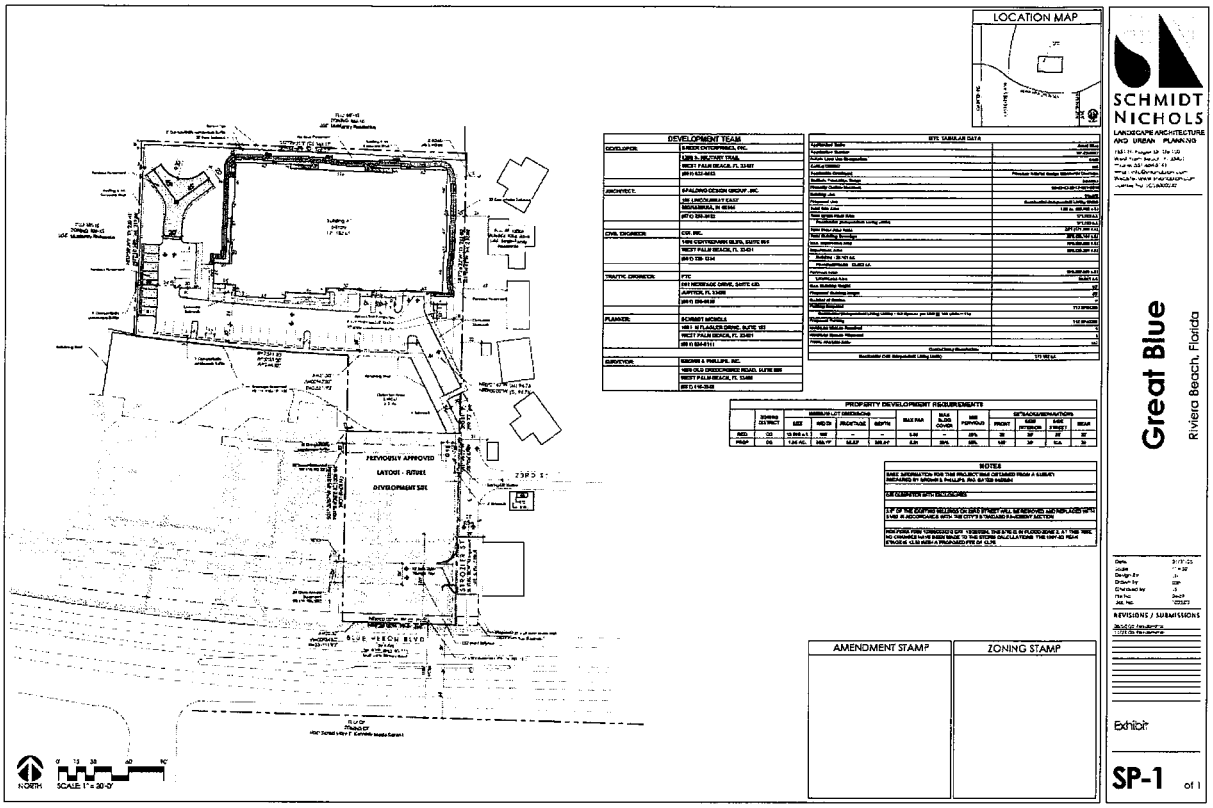
B. Guyton:	AYE
K. Miller-Anderson:	AYE
S. Lanier:	AYE
G. Spiritis:	AYE
F. Davis-Panier:	AYE

Reviewed as to Legal Sufficiency.

Dawn Wynn, City Attorney

Date: 9/22/2026

Attachment A



Property Address: None, please see the Property Control Number (PCN) below

Property Control Number (PCN): 56-43-42-30-17-001-0010

CITY OF RIVIERA BEACH

STAFF'S RECOMMENDED CAPITAL PROJECTS FOR THE $60 MILLION BOND ISSUANCE

New Police Station			**$ 22,000,000**
Parks and Recreation Projects:			
	Dan Calloway Community Center and Field	6,000,000	
	Dan Callway-Pool	4,500,000	
	Schultz Park	499,297	
	Monroe Heights	172,625	
	Lone Pine Amenities	993,875	
	Ocean Park Amenities/Boardwalk	5,000,000	
	Brooks	752,020	
	Sadie McCray Park	478,871	
	MLK/Obama Memorial	500,000	
			18,896,688
Street Projects:			
	Avenue R (Silerbeach to 28th	3,200,000	
	Park Manor South	3,000,000	
	Mill Avenues S and T	731,975	
	35th from Avenue J to Avenue H West	950,000	
	6th and 7th west of Australian	3,400,000	
	1st-3rd West of Australian	3,300,000	
	Lone Pine, Inlet City	600,000	
	Sugar Sands, Palm Beach Isles, Lake Drive	760,451	
	Future Mill and Overlay	3,000,000	
Total Project Costs			**18,942,425**
			$ 59,839,113

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Shirley D. Lanier, District 3 Councilperson

Through: William E. Wilkins, City Manager

Subject: **Update on the Previously Approved Emergency Set-Aside of $2,000,000 to Establish a Forgivable Loan/Grant Program Specifically for Residents Whose Homes Were Damaged by the November 2026 Flood, Including Program Development, Implementation, and Funding for Interior and Exterior Repairs to Assist in Restoring Affected Homes to a Safe and Livable Condition.**

Date: December 02, 2026

CC: General Public

Background:

City Goals:

Fiscal/Budget Impact:

Recommendation:
Staff recommends a Motion for the City Council to receive this Presentation.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Dr. Glen Spiritis, District 4 Councilperson

Through: William E. Wilkins, City Manager

Subject: **Discussion of the OIG Report on Fire Stations 87 and 88.**

Date: December 02, 2026

CC: General Public

Background:

City Goals:

Fiscal/Budget Impact:

Recommendation:
Staff recommends that the City Council receive this report.

Attachments:
1. OIG Report Fire Station 87 and 88.pdf

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY

John A. Carey
Inspector General

Inspector General
Accredited

"Enhancing Public Trust in Government"

Contract Oversight Report

CA-2024-0043

City of Riviera Beach Fire Stations 87 and 88 Contract Review

March 24, 2026

OFFICE OF INSPECTOR GENERAL
PALM BEACH COUNTY

CONTRACT OVERSIGHT REPORT
CA-2024-0043

DATE ISSUED: MARCH 24, 2026

John A. Carey
Inspector General

Inspector General
Accredited

"Enhancing Public Trust in Government"

CITY OF RIVIERA BEACH - FIRE STATIONS 87 AND 88 CONTRACT REVIEW

SUMMARY

WHAT WE DID



The Palm Beach County Office of Inspector General (OIG) received a complaint regarding the City of Riviera Beach's (City) procurement and award process (Contract No. ITN-1015-21-1) for the finance, design and construction of Fire Stations 88 and 87.

The complainant alleged the City violated its procurement code by improperly expanding the scope of ITN-1015-21-1 to include Fire Station 87. The complainant further alleged that the awarded contractor Kaufman Lynn Construction, Inc. (Kaufman Lynn) violated the comprehensive agreements for Fire Stations 88 and 87 by not providing $150,000 in required community reinvestment funds per station to the Youth Recreation Association of Riviera Beach. Lastly, the complainant alleged that Kaufman Lynn did not meet the Small Business Enterprises (SBEs) and Minority and Women Businesses (M/WBEs) subcontracting goals set forth in the comprehensive agreements for Fire Stations 88 and 87.

Our review included examining the City's procurement process; relevant ordinances, statutes, and contract documents; and City meeting agendas, minutes, and audio files. We interviewed individuals directly involved in the City's procurement process, including the City Director of Procurement, City Engineer, City Finance Director, City Fire Chief, and Kaufman Lynn's representatives.

We identified the following issues for review:

Issue (1): The City improperly expanded the scope of ITN-1015-21-1 to include Fire Station 87 after the original ITN was publicly noticed and awarded, in violation of the terms of the ITN and section 255.065(3)(c), Florida Statutes (2021).

Issue (2): Kaufman Lynn did not meet its contractual requirement for utilization of Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) for Fire Station 88 and Fire Station 87, in

violation of its comprehensive agreements with the City.

Issue (3): Kaufman Lynn did not pay $150,000 in required community reinvestment funds per fire station to the Youth Recreation Association of Riviera Beach, in violation of its comprehensive agreements with the City.

WHAT WE FOUND

Issue (1): Supported. The City improperly expanded the scope of ITN-1015-21-1 to include Fire Station 87, resulting in questioned costs[1] totaling **$18,867,368.92.**

> These costs associated with the construction of Fire Station 87 are not questioned due to any fraud or identified waste, but for noncompliance with Florida Statutes and failure to properly solicit responses for the design and construction. Fair competition primarily serves to ensure the agency receives the best value in serving the public's interest.

Issue (2): Not Supported. Kaufman Lynn committed to using commercially reasonable efforts to achieve an aspirational goal of 30% Small Business Enterprise (SBE) utilization, including a goal to exceed 15% utilization of African American-owned firms. Documentation indicates that these participation levels were achieved for Fire Stations 87 and 88.

Issue (3): Not Supported. Kaufman Lynn, with the approval of the City, tendered $150,000 directly to the Youth Recreation Association of Riviera Beach for Fire Station 88, and another $150,000 for Fire Station 87.

WHAT WE RECOMMEND

Our report contains one (1) finding and one (1) recommendation. Implementation of the recommendation will strengthen the City's internal controls relating to competitive procurement for soliciting P3s.

We recommend that the City establish or amend procurement policies and procedures to ensure compliance with section 255.065, F.S., and that the City's solicitation documents clearly define the scope of work on which proposers are expected to compete. These actions will enhance transparency and accountability, ensure compliance with state law, support consistent evaluation of proposals, and reduce the risk of challenges to the procurement process. Additionally, conducting competitive solicitations in compliance with section 255.065 will increase the likelihood that the City obtains the best value for construction of the fire stations, thereby maximizing the resources available to serve the community.

The City did not concur with our finding and partially concurred with our recommendation. We have included the City's management response as Attachment 1.

[1] Questioned costs can include costs or financial obligations incurred pursuant to a potential violation of a provision of law, regulation, contract, grant, cooperative agreement, other agreement, policies and procedures, or document governing the expenditure of funds; a finding that, at the time of the OIG activity, such cost or financial obligation is not supported by adequate documentation; or a finding that the expenditure of funds for the intended purpose is unnecessary or unreasonable. As such, not all questioned costs are indicative of potential fraud or waste.

BACKGROUND

The Town of Riviera Beach was incorporated in 1922. The town later expanded to include part of Singer Island and adopted the name Riviera Beach. The town became the City of Riviera Beach (City) in 1942. The City is located along the Atlantic shore of southeast Florida in Palm Beach County.

The City Charter was initially adopted by referendum on April 17, 1973, and subsequently revised by referendum on March 11, 2008 to create a new, revised City Charter that generally superseded and replaced the earlier charter.

The City's stated mission is "a commitment to creating an exceptional City by providing excellent customer service, progressive leadership, and accountable stewardship."[2]

The City operates under a Mayor–Council–Manager form of government. The governing body consists of an elected Mayor and five City Council members elected at-large to three-year terms, with each council member representing a designated district. The City Council serves as the City's primary policymaking and fiduciary body, while the Mayor presides and exercises ceremonial and veto authority granted under the City Charter, but does not vote on Council matters.

The City Manager and the City Attorney are charter officers and report directly to the City Council. The City Council appoints the City Manager as the chief executive officer to manage the day-to-day operations of the city. The City Manager appoints department directors, prepares the budget for the Council's consideration and makes reports and recommendations to the City Council.

Invitation To Negotiate (ITN): Design-Build-Finance of City Riviera Beach Fire Rescue Facilities

On January 3, 2021, the City issued an Invitation To Negotiate (ITN): Design-Build-Finance of City Riviera Beach Fire Rescue Facilities. The Introduction section of the solicitation document stated:

> The City of Riviera Beach (hereinafter, the "City") issues this Invitation to Negotiate (hereinafter, the "ITN") with the **intent of obtaining proposals** from interested and qualified firms (hereinafter, "Proposers") to enter into a public-private partnership with the City, **consistent with the provisions of Section 255.065, Florida Statutes** (Public-private partnerships), to update and improve the City's aging **fire rescue facilities**. The objective of **this ITN** is to select a team to provide for the **professional design, management, construction, and financing for the City's aging fire rescue facilities, but specifically for the initial construction of Fire Station No. 88. The facility is to be located at the northeast corner of**

[2] https://www.rivierabch.com/government/development/economic/history?utm_source=chatgpt.com

> **Congress Avenue and West Blue Heron Boulevard, Riviera Beach, Florida (the "Project"). A draft site plan, survey, and site dimensions of the property depicting location** are provided in **Exhibit A**.
>
> …..The City desires for **Fire Station No. 88** to be completed on or before December 1, 2022.
>
> The City **is requesting proposals** from qualified Proposers to work with the City Manager's Office and Fire Department (hereinafter, the Departments) **to design, build and finance the Project**. The most qualified firm(s) that offers a proposal that is deemed to be in the City's best interest both economically and operationally will move forward in negotiations for a final contract.

[Emphasis added]

The Scope of Work outlined in the ITN stated:

> **Scope of Work**
>
> **With this ITN, the City of Riviera Beach is soliciting proposals for the design, building, and finance related to the improvements to its aging fire rescue facilities, beginning with the construction of Fire Station No. 88.** The selected team will be required to negotiate a Comprehensive Agreement, as required by **Florida Statutes 255.065** which is subject to the approval of the City Council.
>
> ….Specifically, **the initial phase related to addressing our aging facilities is to construct a new Fire Station No. 88 on real property**, recently purchased by the City located at **1904-1920 W. Blue Heron Blvd., Riviera Beach**. The preliminary layout of **Fire Station No. 88** is approximately 28,000 +/-sq. ft. **("Property").** The property is a *visible* property that sits on a main intersection, Congress Avenue and Blue Heron Boulevard, in Riviera Beach. **Fire Station No. 88**, upon completion will be ideally located [at] 4000 feet from Interstate 95 and 11,000 feet from US Highway 1. **At some point in the future, the City is also considering re-constructing one or all of two remaining fire rescue facilities, Fire Station No. 86, 87 and 89.** Fire Station No. 86 is located at 5010 N. Ocean Drive; Fire Station No. 87 is located at 600 W. Blue Heron Blvd.; and Fire Station No. 89 is located at 7501 N, Military Trail. As the City moves forward to implement its *Vision 2030 Reimagine Riviera Beach*, we anticipate the incorporation of a public safety service facility, consisting of fire rescue and law enforcement services, in the municipal/civic center complex.
>
> **The City has decided to pursue a public-private partnership providing for the design, build and finance of Fire Station No. 88, its first fire rescue services initiative**…..

Scope of Services

The work proposed under this ITN may include the following elements:

1. Design and construction of a two-story 28,000 +/- square feet public, HOT Zone Design facility consisting of five apparatus bays, sleeping and private restroom facilities for male and female firefighters, locker rooms, exercise room, kitchen, dining room, lounge/dayroom, offices, a training element, a decontamination area and a fire operations center.

….

5. Design and construction services related to the additions needed at the **property's intersection at Congress Avenue and Blue Heron Blvd**, with the Fire Department "Locution", including any necessary coordination with Florida Department of Transportation (FDOT)…..

….

9. Provide a preliminary project construction schedule and preliminary project cost estimate.

[Emphasis added]

The ITN included a draft site plan, survey, and 1st and 2nd floor site dimensions for Fire Station 88 as Exhibit A.

The ITN also included:

TAB 9: SBE/M/WBE FORMS (Schedules 1-4)

1. Describe how your team members enlists [sic] small, women, local, and minority owned business enterprises and involve them in your projects.

The City issued one (1) Addendum on February 25, 2021 to remove and replace a Drug Free Form and Replace with the Addendum Acknowledgement Form. All other terms and conditions of the solicitation remain unchanged.

The City required proposers to submit proposals by March 18, 2021. Kaufman Lynn Construction, Inc. and The P3 Group, Inc. submitted proposals to the City on or before the deadline.

The ITN indicated that the City was soliciting proposals to enter into a public-private partnership with the City, consistent with the provisions of section 255.065, Florida Statutes (2021), which stated in part,

(3) PROCUREMENT PROCEDURES. - A responsible public entity may receive unsolicited proposals **or may solicit proposals for a qualifying project** and may

thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

….

(c) If the **solicited qualifying project** …. **includes design work**, **the solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed** in this state which is sufficient to allow private entities to prepare a bid or a response. **The design criteria package must specify reasonably specific criteria for the qualifying project such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget estimates; design and construction schedules; and site development and utility requirements.** The licensed design professional who prepares the design criteria package shall be retained to serve the responsible public entity through completion of the design and construction of the project.

(d) Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

1. Is in the public's best interest.

….

(7) COMPREHENSIVE AGREEMENT. -

(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity…..

[Emphasis added]

Kaufman Lynn's Proposal

Kaufman Lynn's proposal attached a cover letter stating:

ITN: 1015-21-1 Fire Rescue Facilities

Dear Selection Committee & City of Riviera Beach:

The construction of Fire Station No. 88 is not only the first step in replacing the City's aging fire rescue facilities, but as the City's first use of Florida public-private partnership law, it is also potentially the model for other improvements identified in the City's Vision 2030 Reimagine Riviera Beach. You need to have certainty that you can finalize a viable structure with the selected team, and that you can do so quickly in order to meet your **goal for a December 1, 2022 opening of Fire Station No. 88**.

….

> **Our team has developed a plan to design, build, and finance Fire Station No. 88 with an opening date prior to December 2022.** However, this is only possible because we already have the contract basis ready, significantly speeding up the "transaction making" phase of the project.
>
> ….
>
> To date we have 18 local SBE/W/MBE firms committed to this team that will be involved in providing services for **Fire Station No. 88** and we're just getting started!
>
> ….
>
> Our community benefits extend beyond local businesses and into the classroom. We will partner with the School District of Palm Beach County, John F. Kennedy Middle School and the City of **Riviera Beach Youth Recreation Association** to create educational programs for students.
> **Please turn to Tab 9 for a detailed description of our community educational program benefit.**

[Emphasis added]

Kaufman Lynn stated in TAB 9: SBE/M/WBE FORMS (Schedules 1-4) the following:

> The partnership's $100,000 investment will be **administered by** the **City of Riviera Beach Youth Recreation Association**, the longest standing City of Riviera Beach 501C3 Non-Profit since 1965.
>
> The partnership's $100,000 investment is exclusively earmarked to sponsor twenty (20) City of Riviera Beach students attending John F. Kennedy Middle School and Riviera Beach Prep based upon principals and School District's approvals.
>
> ….
>
> The partnership's $50,000 investment will be **administered by** the **City of Riviera Beach Youth Recreation Association**, the longest standing City of Riviera Beach 501C3 Non-Profit since 1965.
>
> The partnership's $50,000 investment is exclusively earmarked to sponsor twenty (20) City of Riviera Beach students attending John F. Kennedy Middle School, Palm Beach Lakes High School and Riviera Beach Prep based upon principals and School District's approvals.

[Emphasis added]

Exhibit A of Kaufman Lynn's proposal included fire station renderings, Exhibit B was a timeline for Fire Station 88, and Exhibit C was a preliminary schedule for completion of Fire Station 88.



Evaluation Committee

On March 31, 2021, the Evaluation Committee met to review and evaluate the proposals. Proposals were evaluated based on the following criteria:

Evaluation Criteria	Maximum Points
Private Entity or Respondent	15 Points
Organization Profile, Identity of the Team	10 Points
Development Team Experience	15 Points
Financial Capability, Viability, and Plan	30 Points
Project Concept, Development Program, and Management Plan	15 Points
Local Vendor Preference (S/W/MBE)	15 Points
Total Possible Written Points	**100 Points**

The Evaluation Committee awarded more points to Kaufman Lynn than to P3 Group. Afterwards, the Procurement Director provided a memorandum to the City Council noting that P3 Group was non-responsive and disqualified for not specifically naming an engineer.

Agreement for Fire Station 88

On April 28, 2021, the City Council approved Resolution 43-21 awarding ITN 1015-21-1 to Kaufman Lynn and authorizing the Mayor and City Manager to execute an interim agreement for design-build-finance predevelopment services in an amount not to exceed $500,000:

> **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA that:**
>
> **SECTION 1.** The City Council hereby awards ITN 1015-21-1 to Kaufman Lynn Construction.
>
> **SECTION 2.** An Interim Agreement, as provided by Sec. 255.065(6), Florida Section [sic], be negotiated with Kaufman Lynn Construction, for the commencement of preconstruction work **related to the construction of**

> **Fire Station No. 88**, to be located at Blue Heron Blvd., and Congress Avenue, Riviera Beach, Florida.
>
> [Emphasis added]

On February 9, 2022, the City Council approved Resolution 010-22 attaching the Comprehensive Agreement For the Design and Construction of the City of Riviera Beach **Fire Rescue Fire Station No. 88** with Kaufman Lynn. To cover the costs associated with the Comprehensive Agreement, the Finance Director is directed to allocate funds in the amount of $20,000,000 from appropriate available sources.

The Comprehensive Agreement negotiated and signed by Kaufman Lynn and the City for the design and construction of Fire Station 88 provided that the City determined that the project was in the public's best interest and met the requirements of section 255.065(3)(5)(d) [sic] and stated:

> **Section 10.8. SMALL BUSINESS ENTERPRISE ("SBE") AND LOCAL HIRING GOALS AND COMMITMENTS; EDUCATIONAL PROGRAMS.**
>
> (A) Developer has committed to a Small Business Enterprise ("SBE") **utilization goal of 30%** of the subcontracted work being performed on the Project, valued as of the Effective Date, and Developer has committed to **using commercially reasonable efforts to achieve the foregoing goal**, including in particular the goal **to exceed 15% utilization of African American owned firms.**
>
> ….
>
> (F) In cooperation with the **Education Foundation of Palm Beach County**, the Developer shall create with the approval of the School District of Palm Beach County an educational program that provides exposure and training for students of Riviera Beach Schools to an Electrical Pre-apprentice Skills Achievement Program for 20 students residing in the City and attending schools within the City boundaries. This program, in conjunction with the program set out in Section 10.8(G), **will utilize a $150,000 investment by the Developer**….

On June 11, 2024, the City and Contractor amended Section 10.8 of the Comprehensive Agreement, effective retroactive to March 4, 2022, to state that Kaufman Lynn's investment of $150,000 would be paid to the Youth Recreation Association of Riviera Beach.

Agreement for Fire Station 87

On February 9, 2022, the City approved Resolution 025-22 stating:

> **NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA** that:
>
> ….

> **SECTION 2**. The City Council hereby approves the city-owned real property located at the SW corner of 28th Street and Avenue H West, for the erection, construction and operation of the future **Fire Station 87**, with such site being depicted in Exhibit "A"[3], attached and incorporated hereto.

The following month, on March 2, 2022, the City approved Resolution 032-22,

> **Now, Therefore, be it resolved by the City Council of the City of Riviera Beach, Florida, that:**
>
> **Section 1.** The City Council hereby authorizes staff to negotiate an Interim Agreement, as provided by Sec. 255.065(6), Florida Section {sic}, with Kaufman Lynn Construction, Inc., for the commencement of preconstruction work related to the construction of the future, **permanent Fire Station No. 87.**
>
> ….
>
> **Section 3.** As soon as practicable, the City Manager shall ensure the negotiation and completion of the required Comprehensive Development Agreement, as provided in Section 255.065, Florida Statutes, for presentation and approval by the City Council.

Then, on November 2, 2022, the City Council approved Resolution 134-22 accepting a Comprehensive Agreement with Kaufman Lynn for design and construction of the new Fire Station No. 87.

The resolution noted that the City elected not to enter into an interim agreement, and instead proceeded directly to negotiation of a comprehensive agreement for the design and construction of Fire Station No. 87, and such project was in the public's best interest.

The Comprehensive Agreement stated:

> Section 10.8. SMALL BUSINESS ENTERPRISE ("SBE") AND LOCAL HIRING GOALS AND COMMITMENTS: EDUCATIONAL PROGRAM.
>
> (A) Developer has committed to a Small Business Enterprise ("SBE") **utilization goal** of 30% of the subcontracted work being performed on the Project, valued as of the Effective Date, and Developer has committed to using **commercially reasonable efforts** to achieve the foregoing goal, including in particular the goal to exceed **15% utilization of African American owned firms**.
>
> ….
>
> (F) The Developer shall provide $150,000 to fund an educational program to be approved by the City Council.

[Emphasis added]

[3] Exhibit A was not attached to the City's ITN 1015-21-1, nor included with Kaufman Lynn or P3 Group's responses to ITN 1015-21-1, which were opened on March 18, 2021.

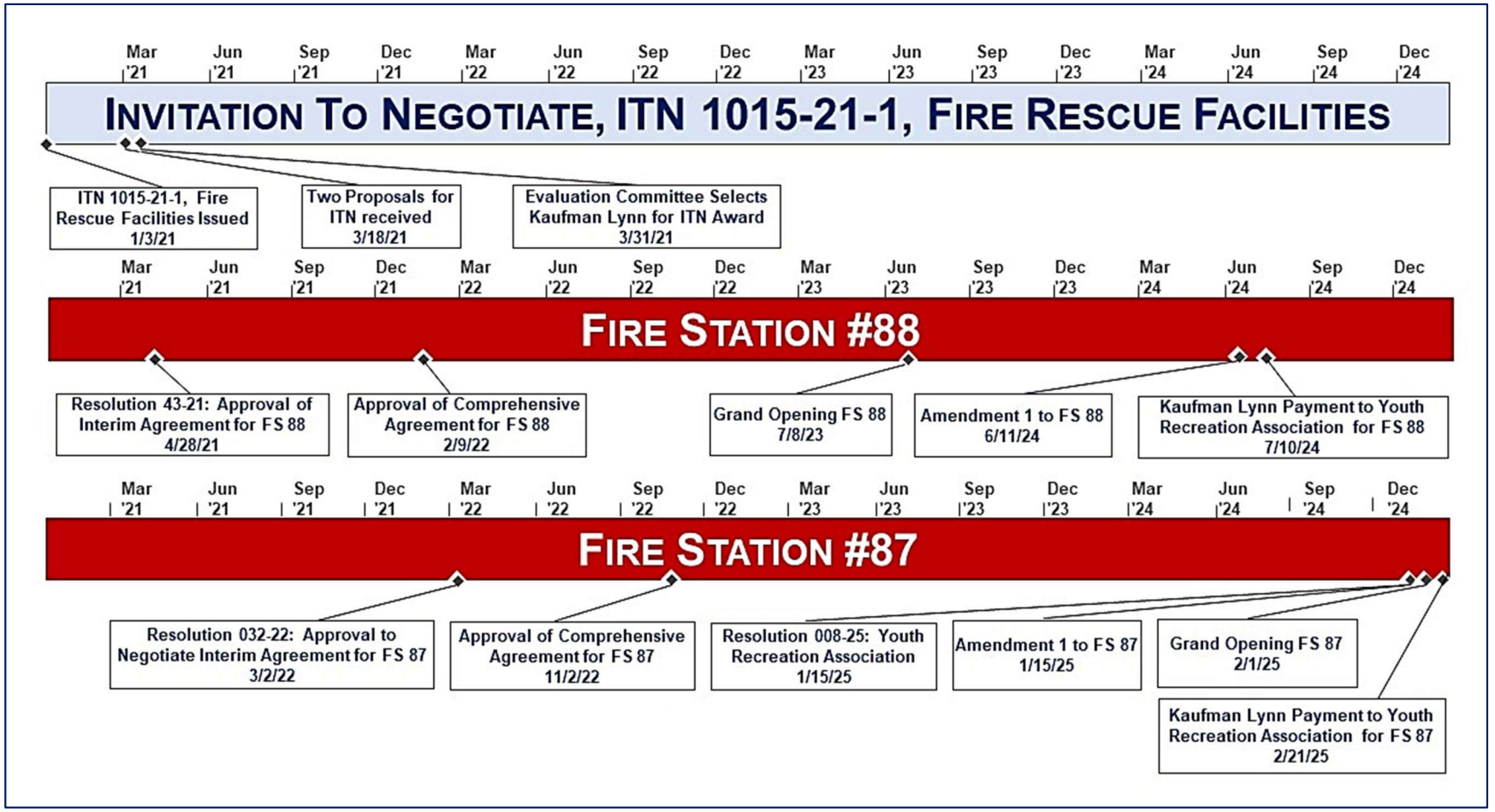
On January 15, 2025, City and Kaufman Lynn amended Section 10.8 of the Comprehensive Agreement for Fire Station 87, effective retroactive to November 3, 2022, to state that Kaufman Lynn's investment of $150,000 shall be paid to the Youth Recreation Association of Riviera Beach.

City's Code of Ordinances

The City's Code of Ordinances, Section 16.5-1 Purpose., states:

> The purpose of the city of Riviera Beach Procurement Code (hereinafter, "this chapter") is to provide for the fair and equitable treatment of all persons involved in purchasing by the city, to encourage participation by and utilization of locally-owned businesses, to maximize the purchasing value of public funds, and to provide safeguards for maintaining a procurement system of quality and integrity. (Ord. No. 4010, § 2(1-101), 1-18-12).

City of Riviera Beach
Procurement Timeline for Fire Stations 88 & 87



FINDINGS

Issue (1):

The City improperly expanded the scope of ITN-1015-21-1 to include Fire Station 87 after the original ITN was publicly noticed and awarded, in violation of the terms of the ITN and section 255.065(3)(c), Florida Statutes (2021).

OIG Review

The information obtained **supports** the issue.

On January 3, 2021, the City issued Invitation to Negotiate ITN-1015-21-1 to solicit proposals[4] from private entity partners, pursuant to Section 255.065, F.S., to update and improve the City's aging fire rescue facilities. The ITN stated that it was specifically "for the initial construction of Fire Station No. 88." Thereafter, Kaufman Lynn and the City negotiated a Comprehensive Agreement for Fire Station 88. The ITN included a draft site plan, survey, and 1st and 2nd floor site dimensions for Fire Station 88 as Exhibit A.

OIG Interview with City Staff to discuss the Fire Station solicitation

On April 15, 2025, the OIG met with City Engineer Terrence Bailey, Procurement Director Latonya Ammons, Chief Financial Officer Randy Sherman, Fire Chief John Curd, and Assistant City Manager Deidre Jacobs, to discuss the procurement of Fire Stations 88 and 87. During that meeting, Mr. Baily stated that, at the time the ITN was issued, Ms. Althea Pemsel was the City's Procurement Director and listed as the contact in the ITN. (Ms. Pemsel's separated from the City in August 2021.)

This office asked the City representatives what authority allowed the City to execute a Comprehensive Agreement for Fire Station No. 87 under ITN 1015-21-1. Mr. Bailey stated the ITN was solicited in accordance with the Florida Statutes for a Public Private Partnership (P3). Mr. Bailey stated the City was within its right to solicit Fire Station No. 87 under ITN 1015-21-1, and that the solicitation was intended for future Fire Stations referenced in the ITN.

Mr. Bailey said there were no other Comprehensive Agreements negotiated under the initial ITN besides the agreement for Fire Station 87 and 88. He also stated that City Council and staff decided to do a new solicitation for Fire Station 86. He stated:

> Fire Station No. 86 was a stand-alone as City-owned property. It is a multifaceted project and the scope changed so there were two different financing methods so it was no longer apples to apples comparison because of location and scope.

[4] Section 255.065(1)(h), Florida Statutes (2021) defined "Proposal" to mean a plan for a qualifying project with detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing, deliverables, and project schedule are defined.

When asked why and when did the City remove the financing from ITN 1015-21-1, Mr. Bailey and Mr. Sherman said that they were unsure when the financing was removed from the solicitation; it was either during the solicitation or after receiving proposals. Mr. Sherman stated that the City was in a good financial position to finance the project and was capable of doing it on its own. The City conducted a full financial analysis, looked at the interest rates, sold bonds, and determined it was in their best to self-finance Fire Stations No. 88 and 87.

Follow Up OIG Interview with City Engineer Terrence Bailey

During an interview with the OIG on August 20, 2025, City Engineer Terrence Bailey said he wrote the original ITN for the Fire Station Facilities. According to Mr. Bailey, the original draft of the ITN specifically listed all of the fire stations being considered for upgrade, which would have "made it clear" that the ITN was intended for all of the fire stations with differences relating to the scope. He said once he presented his draft of the ITN to the City's management, "someone" removed the language listing all the Fire Stations. He said the solicitation scope and design in ITN 1015-21-1 was not specific to Fire Station No. 87. He also pointed out that the solicitation says "at some point in the future, the City is also considering re-constructing one or all of two remaining fire rescue facilities, Fire Station No. 86, 87 and 89."

Mr. Bailey said the City did not receive a proposal from Kaufman Lynn for Fire Station 87.

Mr. Bailey told the OIG that Fire Station 88 was the first constructed under the ITN-Public Private Partnership (P3). Later, the City began pre-construction efforts for Fire Station 86, but ran into several issues that led to the decision to hold off on Fire Station 86, and begin construction on Fire Station 87 as the second fire station under the ITN-P3. He said that Fire Station 86 was done as a traditional progressive design-build under Consultants' Competitive Negotiation Act (CCNA).

OIG Interview with Mr. Jeffrey Zalkins, Vice President of Development, Kaufman Lynn Construction, Inc.

During an interview with the OIG on September 17, 2025, Kaufman Lynn confirmed that the company did not submit a proposal for Fire Station 87. Instead, Kaufman Lynn entered directly into a Comprehensive Agreement with the City for $18,500,000 for the Design and Build of Fire Station 87. Kaufman Lynn stated that the company believed the ITN called for multiple fire stations and not just Fire Station 88.

City of Riviera Beach, Regular City Council Meeting, November 2, 2022

On November 2, 2022, the City Council approved Resolution 134-22 accepting a Comprehensive Agreement with Kaufman Lynn for design and construction of the new Fire Station No. 87.

Two of the council members expressed confusion over not being aware that ITN 1015-21-1 also included Fire Stations 87 and 86.[5]

> Chair Pro Tem Lanier: …I just want to ask, I think I asked Chief Curd this in the, in the…, in the Agenda review and it was the question of fire stations. Because, when we gave the funding for the first fire station, I did not know that it included all of the fire stations. So, if you can tell me how that came about.
>
> ….
>
> Chair Pro Tem Lanier: I was just kind of confused as to how it became all of them.
>
> ….
>
> Council Person McCoy: I second that because I, I feel the same way.
>
> ….
>
> Deputy City Manager McBride: It said for Fire Rescue facilities. And it certainly designated and did identify in some way, those four stations. Okay. **The biggest thing was, I think if I would say it right, the design criteria on the first package only included, specifically, 88.**

Conclusion

Section 255.065(3)(c), Florida Statutes, (2021), provided that if the solicited qualifying project includes design work, the solicitation must include a design criteria package prepared by an architect, a landscape architect, or an engineer licensed in this state which is sufficient to allow private entities to prepare a bid or a response. The design criteria package must specify reasonably specific criteria for the qualifying project such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget estimates; design and construction schedules; and site development and utility requirements.

Invitation to Negotiate ITN-1015-21-1 seeking proposals included the design criteria package specific to Fire Station 88. The City received and opened two proposals on March 18, 2021, which were evaluated and ranked. The proposals related to Fire Station 88 and contained no information regarding Fire Station No. 87.

On February 9, 2022, the City entered into a Comprehensive Agreement with Kaufman Lynn Construction for the design and build of Fire Station 88. The design criteria package did not include specific criteria for Fire Station 87, such as the legal description of the site, with survey information; interior space requirements; material quality standards; schematic layouts and conceptual design criteria for the qualifying project; cost or budget

[5] City of Riviera Beach, Regular City Council Meeting Minutes, November 2, 2022, pages 28 -29.

estimates; design and construction schedules; or site development and utility requirements.

Notwithstanding the absence of a compliant design criteria package or competitively solicited scope for Fire Station No. 87, the City approved a Comprehensive Agreement on November 2, 2022, for the design and construction of Fire Station No. 87. According to City staff and Kaufman Lynn, the language in ITN-1015-21-1 was sufficiently broad to include Fire Station 87 because the ITN stated that the City intended to obtain "proposals from interested and qualified firms (hereinafter, "Proposers") to enter into a public-private partnership with the City, consistent with the provisions of Section 255.065, Florida Statutes (Public-private partnerships), to update and improve the City's aging fire rescue facilities."

However, the City did not publish notice of and the ITN did not include a design criteria package for Fire Station 87. Both the City and Kaufman Lynn admit that Kaufman Lynn did not submit a proposal for Fire Station 87 prior to the evaluation committee's meeting to review proposals.

The solicitation documents did not clearly define the scope of work to include Fire Station 87 in order to allow both Kaufman Lynn and P3 to have an opportunity to fairly compete, the evaluation committee to fairly assess and evaluate proposals, or to meet the requirements section 255.065, F.S. Because section 255.065(3)(c), conditions the solicitation and procurement of a design-build public-private partnership project on the inclusion of a project-specific, professionally prepared design criteria package, only Fire Station No. 88 constituted a qualifying project properly solicited and procured under ITN-1015-21-1.

Thus, we find that the City improperly expanded the scope of ITN-1015-21-1 and did not properly solicit responses for the design and construction of Fire Station 87. Accordingly, we find that the allegation **is supported**.

Issue (2):

Kaufman Lynn did not meet its contractual requirement for utilization of Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) goals for Fire Station 88 and Fire Station 87, in violation of its comprehensive agreements with the City.

OIG Review

The information obtained **does not support** the issue.

The City entered into separate Comprehensive Agreements with Kaufman Lynn for the Design and Build of Fire Stations 88 and 87. Section 10.8 (A) of the agreements the Kaufman Lynn's commitment to SBEs, MBEs, and Local Hiring Goals:

> Section 10.8. SMALL BUSINESS ENTERPRISE ("SBE") AND LOCAL HIRING GOALS AND COMMITMENTS; EDUCATIONAL PROGRAM.
>
> (A) Developer has committed to a Small Business Enterprise ("**SBE**") utilization goal of 30% of the subcontracted work being performed on the Project, valued as of the Effective Date, and Developer has committed to using commercially reasonable efforts to achieve the foregoing goal, including in particular the goal to exceed 15% utilization of African American-owned firms.
>
> (B) Within 15 days of Effective Date, Developer will provide Local Business Tax Receipts from the Palm Beach County Constitutional Tax Collector demonstrating local business jurisdiction, Palm Beach County Office of Equal Business Opportunity SBE Certificates, and State of Florida Minority and Women Business Certifications for relevant design and construction team members;
>
> (C) Developer has committed to enroll all certified SBE and M/WBE firms on the Project in the Developer's Subcontractor Default Insurance ("**SDI**") Program.
>
> (D) Developer has committed to establishing a 30-day line of credit, as needed, for each electrical, plumbing and HVAC SBE and M/WBE Project Subcontractor supplies.
>
> (E) Developer has committed to establish intentional local hiring policies, "Employ City of Riviera Beach's Residents First", to provide gainful employment for unemployed Riviera Beach residents and residents in an underserved community.

Figure 1 – Comprehensive Agreements, Section 10.8, Fire Station 88 and 87

Interview with Mr. Terrence Bailey, City of Riviera Beach Engineer

During the August 20, 2025, interview with Mr. Bailey, the OIG asked who was responsible for approving any contractor changes to the SBEs/MBEs. Mr. Bailey stated that he would have been responsible for approving the changes, but he does not recall any changes in the SBEs/MBEs on the fire station contracts. He stated there was no subcontractors list at the beginning of the project, and the subcontractors were selected later in the process. Mr. Bailey said the City hired an Owner's Representative to provide contract administration. The City entered into an agreement with PSA Management to provide professional Owner's Representative construction management services.

Mr. Bailey also said that for six (6) years the City did not have a Contract Manager, or a person who was designated and responsible for carrying out the City's contractual obligations for City contracts. He stated he was responsible for approving the pay applications, and was the main point of contact with PSA Management, but that he was not responsible for managing the PSA Management contract.

The City, through a Request For Qualification (RFQ), hired PSA Management from a pool of qualified firms to provide Owner's Representative Construction Management Services for Fire Station 88. PSA Management was also contracted to provide Owner's Representative Construction Management Services for Fire Station 87.

Interview with Mr. Chris Hassall, Executive Vice-President, PSA Management

On August 25, 2025, we spoke with Mr. Chris Hassall, Executive Vice-President, PSA Management. Mr. Hassall stated that PSA Management was responsible for ensuring the work done by the contractor met the design standards and specifications in accordance with City Code. He also stated that PSA Management was responsible for approving the pay applications. Mr. Hassall stated that the pay applications were certified based on the backup provided by Kaufman Lynn Construction, Inc. The small business certifications were included in the pay applications and Kaufman Lynn Construction, Inc. met their SBE subcontracting goal of 30%.

Interview with Mr. Jeffrey Zalkins, Vice President of Development, Kaufman Lynn Construction, Inc.

On September 17, 2025, we interviewed Mr. Zalkins about the subcontractors used for the fire stations construction, and if they made any changes in the subcontractors from those in their proposal. Mr. Zalkins explained that the list of subcontractors that were initially provided in the proposal is not always the final list; it depends on the design and scope of the project. He also said they exceeded their goal of 30% on both projects.

CONCLUSION

Kaufman Lynn committed to using commercially reasonable efforts to achieve an aspirational goal of 30% Small Business Enterprise (SBE) utilization, including a goal to exceed 15% utilization of African American-owned firms. Based upon our review and analysis of each contractor pay application approved by the Owner's Rep, we found that these participation levels were achieved for Fire Stations 87 and 88. Thus, we find the allegation is not supported.

Table 1: Fire Stations 88 & 87 SBE Subcontract Achievement

Fire Station 88	
Total Payments to KL for FS 88 (OIG calculated)	$ 18,399,350
Total SBE Payments	$ 5,860,283
African American SBE Payments	$ 2,623,579
% Total SBE: (Total SBE Payments/Total KL Payments)	31.9%
% Total African American SBEs: (African American SBEs/Total SBE Payments)	44.8%

Fire Station 87	
Total Payments to KL for FS 87 (OIG calculated)	$ 18,867,369
Total SBE Payments	$ 6,732,489
African American SBE Payments	$ 1,053,462
% Total SBE: (Total SBE Payments/Total KL Payments)	35.7%
% Total African American SBEs: (African American SBEs/Total SBE Payments)	15.6%

Issue (3):

Kaufman Lynn did not pay $150,000 in required community reinvestment funds per fire station to the Youth Recreation Association of Riviera Beach, in violation of its comprehensive agreements with the City.

OIG Review

The Information obtained **does not support** the issue.

Kaufman Lynn included in its proposal to the ITN a commitment of $100,000 for the Youth Recreation Association for Electrical Pre-Apprenticeship Skills Achievement Educational Program (Electrical Program), and $50,000 for the Firefighters, Paramedics and Emergency Medical Technicians – Career Awareness Education Program (Firefighter Program).

The Youth Recreation Association of Riviera Beach was not specifically included in the original Comprehensive Agreement for Fire Station 88 to receive the $150,000 donation from the Kaufman Lynn. In the Comprehensive Agreement for Fire Station 88 (dated February 9, 2022), Section 10.8(F), the City designated the Education Foundation of Palm Beach County, Inc., as the recipient of the $150,000 donation to administer both the Electrical and Firefighter education programs proposed by the Kaufman Lynn:

...

> (F) In cooperation with the Education Foundation of Palm Beach County, the Developer shall create with the approval of the School District of Palm Beach County an educational program that provides exposure and training for students of Riviera Beach Schools to an Electrical Pre-apprentice Skills Achievement Program for 20 students residing in the City and attending schools within the City boundaries. This program, in conjunction with the program set out in Section 10.8(G), will utilize a $150,000 investment by the Developer. This program, in addition to Section 10.8(G), will be implemented for the 2022/2023 school year. As

> part of the Electrical Pre-apprentice Skills Achievement Program the Developer will attempt to implement a summer internship program with our industry electrical subcontractors where the participants (students) will be paid $10 an hour for their involvement.

On June 11, 2024, the City and Kaufman Lynn amended the Comprehensive Agreement for Fire Station 88 for Kaufman Lynn to pay the $150,000 donation to the Youth Recreation Association of Riviera Beach.

On July 10, 2024, Kaufman Lynn issued a check for $150,000 to the Youth Recreation Association of Riviera Beach.

In the Comprehensive Agreement for Fire Station 87 (dated November 2, 2022), Section 10.8(F), the City did not designate a recipient for the $150,000 donation:

…

> (F) The Developer shall provide $150,000 to fund an educational program to be approved by the City Council.

On January 15, 2025, the City and Kaufman Lynn agreed to amend the Comprehensive Agreement for Fire Station 87 to change the fiscal agent. The City Council approved Resolution 008-25, naming the Youth Recreation Association of Riviera Beach as fiscal agent to receive the $150,000 investment on behalf of the City.

On February 21, 2025, Kaufman Lynn issued a check to the Youth Recreation Association of Riviera Beach for $150,000.

During the April 15, 2025 meeting with City Engineer Terrence Bailey, Procurement Director Latonya Ammons, Chief Financial Officer Randy Sherman, Fire Chief John Curd, and Assistant City Manager Deidre Jacobs, the OIG asked if the Kaufman Lynn honored its commitment to the Educational Training program that was referenced in its proposal for Fire Station No. 88. Fire Chief John Curd said that two payments, in the amounts of $150,000 each, were issued to the Youth Recreation Association. He said the obligations for both Fire Stations 88 and 87 have been satisfied, and the Youth Recreation Association of Riviera Beach received a total of $300,000.

CONCLUSION

We reviewed copies of the checks and confirmed Kaufman Lynn Construction, Inc. submitted payments of $150,000 to the Youth Recreation Association of Riviera Beach for both Fire Station 88 and Fire Station 87.

Thus, we find the allegation is not supported.

Recommendation:

1. We recommend that the City establish or amend procurement policies and procedures to ensure compliance with Section 255.065, F.S., and ensure its solicitation documents clearly define the scope of work on which proposers are expected to compete, to enhance transparency and accountability, meet the requirements of state law, support consistent evaluation of proposals, and reduce the risk of challenges to the procurement process.

QUESTIONED COSTS

Questioned Costs Total = $18,867,368.92 represents the amount paid to Kaufman Lynn Construction, Inc. for Fire Station 87 in violation of the ITN and section 255.065(3)(c), Florida Statutes (2021), which provided the requirements for the design package.

RESPONSE FROM MANAGEMENT

Pursuant to Article XII, Section 2-427 of the Palm Beach County Code, the City of Riviera Beach was provided the opportunity to submit a written response to the findings in this report. The response from the City is provided in Attachment 1.

ACKNOWLEDGEMENT

The Inspector General's Contract Oversight staff would like to extend our appreciation to the City of Riviera Beach and the management of Kaufman Lynn Construction, Inc. for the cooperation and courtesies extended to us during the contract oversight process.

This report is available on the OIG website at: https://www.pbc.gov/OIG. Please address inquiries regarding this report to the Contract Oversight and Evaluations Director by email at inspector@pbc.gov or by telephone at (561) 233-2350.

ATTACHMENT 1 – CITY OF RIVIERA BEACH'S MANAGEMENT RESPONSE

Riviera Beach

CITY OF RIVIERA BEACH
Office of the City Manager
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

March 13, 2026

Tony Montero
Director, Contract Oversight & Evaluations
Office of Inspector General Palm Berach County

Re: Contract Oversight Report CA-2024-0043 Fire Station 88 and 87 Contract Review

Dear Mr. Montero:

The premise of this correspondence is to acknowledge receipt of your February 23, 2026, correspondence in relation to the above-referenced project. Staff has reviewed the report and offers the following response

ISSUE #1:

Issue (1): The City improperly expanded the scope of ITN-1015-21-1 to include Fire Station 87 after the original ITN was publicly noticed and awarded, in violation of the terms of the ITN and Section 255.065(3)(c), Florida Statutes (2021).

WHAT WE FOUND

Issue (1): Supported. The City improperly expanded the scope of ITN-1015-21-1 to include Fire Station 87, resulting in questioned costs[1] totaling **$18,867,368.92.**

The report suggests that the City expanded the scope of the procurement to include Fire Station No. 87 after the solicitation process had concluded. The City of Riviera Beach respectfully disagrees with any characterization suggesting that Fire Station No. 87 was wholly outside the contemplation of ITN No. 1015-21-1. Rather, the City's position is that the solicitation was structured as a phased fire rescue facilities initiative, with Fire Station No. 88 identified as the initial facility and subsequent legislative and contractual actions advancing Fire Station No. 87 as part of that same broader modernization effort. At the same time, the City recognizes the narrower concern raised in the report that the design criteria materials and competitively evaluated submissions were centered more specifically on Fire Station No. 88, and that greater facility-specific precision in the procurement record would have better avoided later dispute.

1481 West 15th Street | Riviera Beach, FL 33404

II. Legal Framework of the Procurement

The procurement was conducted pursuant to Section 255.065, Florida Statutes, which authorizes public entities to utilize a Public-Private Partnership (P3) procurement structure for qualifying public infrastructure projects.

Section 255.065 provides public entities with the authority to solicit private partners to assist with the:

- planning
- design
- construction
- financing
- development

of public infrastructure facilities.

The statute allows public entities to enter into both Interim Agreements and Comprehensive Agreements for qualifying public facilities. Importantly, the statute does not limit a procurement to a single facility. Rather, the statutory framework contemplates that public entities may structure procurements to address multiple related public facilities or phased infrastructure improvements under a single competitive solicitation and negotiated agreement.

Accordingly, the City's procurement of development services for its fire rescue facilities under ITN No. 1015-21-1 was consistent with the statutory authority provided under Section 255.065.

III. Structure and Intent of the Solicitation

The solicitation issued by the City was titled: "Design-Build-Finance Fire Rescue Facilities."

The plural term "facilities" was used intentionally throughout the solicitation documents. The ITN explains that the City sought a qualified development partner to assist in addressing the City's aging fire rescue facilities infrastructure.

Within the solicitation, Fire Station No. 88 was identified as the initial facility to be constructed, signaling that the procurement was intended to support a broader infrastructure initiative rather than a single construction project.

This broader reading of the solicitation is also consistent with Kaufman Lynn's August 21, 2024 correspondence, which states that the ITN sought proposals for the design-build-finance of multiple City fire rescue service facilities, beginning with Fire Station No. 88, and expressly contemplated the potential award of future contracts for Fire Stations 86 and 87. The City believes that this reinforces the programmatic nature of the procurement. However, the City also recognizes that the procurement record would have been stronger had a more facility-specific design criteria package, supplemental solicitation documentation, or comparable project-specific procurement support been issued before advancing Fire Station No. 87 to a comprehensive agreement.

The solicitation also references potential improvements to additional stations, including Fire Stations 86, 87, and 89, further demonstrating that the procurement was structured programmatically to address multiple fire rescue facilities.

IV. Frequency of the Term "Facilities" in the Procurement Record

The repeated use of the plural term "facilities" throughout both the solicitation and the legislative record further supports the City's position that the procurement contemplated improvements to multiple facilities.

A review of the procurement documents and City Council resolutions confirms the following number of occurrences:

Document	Number of Times "Facilities" Appears
ITN 1015-21-1 – Fire Rescue Facilities	41
Resolution No. 43-21 (Award of ITN and Interim Agreement)	4
Resolution No. 10-22 (Comprehensive Agreement – Fire Station 88)	11
Resolution No. 032-22 (Pre-Development Costs – Fire Station 87)	6
Resolution No. 134-22 (Comprehensive Agreement – Fire Station 87)	7

Total references across the procurement and legislative record: 69 uses of the word "facilities."

The consistent use of the plural term across the solicitation and subsequent legislative approvals demonstrate that the City's procurement initiative was framed as an effort to modernize the City's fire rescue facilities systemwide, rather than a procurement limited to a single facility.

V. Legislative Record Supporting the Procurement Scope

The City Council's legislative actions consistently reflect the understanding that the procurement addressed multiple fire rescue facilities.

Resolution No. 43-21 (April 28, 2021)

City Council awarded ITN No. 1015-21-1 to Kaufman Lynn Construction and authorized the negotiation of an Interim Development Agreement for the development of the City's fire rescue facilities.

The resolution references the City's need to improve its aging fire rescue services facilities and confirms the Council's understanding that the procurement addressed the City's facilities infrastructure.

Resolution No. 10-22 (January 2022)

City Council approved the Comprehensive Agreement associated with the construction of Fire Station No. 88 and again referenced the procurement for public-private partnership services for fire rescue facilities.

This resolution reaffirmed that the procurement addressed the City's fire rescue facilities broadly even though Station 88 was the initial phase.

Resolution No. 032-22 (March 2, 2022)

City Council authorized pre-development costs associated with Fire Station No. 87, further demonstrating the Council's continued implementation of the infrastructure initiative originally contemplated under ITN No. 1015-21-1.

The legislative and contractual record further supports that Fire Station No. 87 was treated as part of the same procurement framework rather than as an unrelated project. As reflected in Kaufman Lynn's August 21, 2024 correspondence, the Fire Station No. 87 contract recitals trace the City Council's direction to publish ITN No. 1015-21-1 for new fire rescue facilities, the award of that ITN for the City's fire rescue facilities, the comprehensive agreement for the initial fire rescue facility contemplated under the ITN, namely Fire Station No. 88, and the subsequent authorization for a second fire rescue facility contemplated under the same ITN, namely Fire Station No. 87. The City believes that those recitals demonstrate legislative and administrative continuity as well as transparency in the progression from Fire Station No. 88 to Fire Station No. 87.

Resolution No. 134-22 (November 2, 2022)

City Council approved the Comprehensive Agreement for Fire Station No. 87. The resolution references the procurement under ITN No. 1015-21-1 and confirms the City's capital improvement program for constructing two replacement fire stations.

VI. Procurement Process and Vendor Participation

The procurement process included:

The City also notes that the development of Fire Station No. 87 proceeded through formal City Council action and public approval, and the record reflects that there were no protests or objections to the Fire Station No. 87 contract at the time of its authorization. In addition, Kaufman Lynn's August 21, 2024, correspondence states that PSA later reviewed Kaufman Lynn's proposed Fire Station No. 87 subcontractor list and advised that it had no objection to the proposed list. While these facts are not dispositive of the legal question raised in the report, they do support the City's position that Fire Station No. 87 was advanced openly and transparently rather than through concealment or circumvention.

- Public advertisement of the ITN
- A publicly noticed pre-proposal conference
- A formal question-and-answer period
- Evaluation committee review
- City Council approval

At no point during the solicitation process did any proposer request clarification regarding the use of the term "facilities" or question whether the procurement contemplated multiple fire rescue facilities.

The absence of such inquiries supports that the marketplace did not interpret the procurement as limited to a single facility.

VII. Procurement Law Considerations

Under widely recognized procurement law principles, a modification to a procurement is considered improper only if it constitutes a material change that would have:

- Altered the nature of the competition
- Discouraged potential proposers from participating
- Provided an unfair competitive advantage.

In this case, the procurement documents repeatedly referenced fire rescue facilities (plural) and identified Fire Station No. 88 as the initial facility. The subsequent development of Fire Station No. 87 did not alter the fundamental purpose of the procurement and therefore does not constitute a material change.

Additionally, no evidence exists that the inclusion of Fire Station No. 87 caused competitive harm or disadvantaged any proposer.

VIII. Timeline of Procurement and Legislative Actions

The chronology of events further demonstrates that the City acted consistently with the original procurement framework:

- January 3, 2021 – ITN No. 1015-21-1 issued for Design-Build-Finance Fire Rescue Facilities.
- January 26, 2021 – Pre-proposal conference held.
- March 18, 2021 – Proposals received.
- March 31, 2021 – Evaluation committee review completed.
- April 28, 2021 – Resolution No. 43-21 adopted awarding the ITN.
- February 9, 2022 – Resolution No. 10-22 approved for Fire Station No. 88 Comprehensive Agreement.
- March 2, 2022 – Resolution No. 032-22 approved, authorizing pre-development costs for Fire Station No. 87.
- November 2, 2022 – Resolution No. 134-22 approved the Comprehensive Agreement for Fire Station No. 87.

IX. Management Position

Based on the solicitation language, statutory framework, and legislative record, the City maintains that:

1. The procurement was intentionally structured to address improvements to multiple fire rescue facilities.
2. Fire Station No. 88 was identified as the initial facility within a broader infrastructure initiative.
3. The development of Fire Station No. 87 was consistent with the intent of the solicitation and the actions authorized by the City Council.
4. The legislative record demonstrates a continuous, cohesive and transparent process from the issuance of the ITN through the approval of the subsequent agreements.

However, the City acknowledges that future solicitations under section 255.065, Florida Statutes, would benefit from more explicit and individualized: facility-specific scope descriptions, design criteria packages, and proposal expectations for each separate facility. Still, the use of a qualified phased concept which describes a more global initiative could also be utilized. Clarifying those elements prospectively would strengthen the procurement record, reduce ambiguity, and avoid similar disputes going forward.

X. Conclusion

The procurement documents, statutory authority, and City Council actions collectively demonstrate that the City's initiative was designed to modernize the City's fire rescue facilities infrastructure through a phased and programmatic approach.

The consistent use of the plural term "facilities" throughout the solicitation and legislative record, 69 total references across the procurement and resolutions, further confirms that the initiative was not limited to a single facility.

Accordingly, the development of Fire Stations No. 88 and No. 87 was implemented as part of the same infrastructure program originally contemplated under ITN No. 1015-21-1.

The City remains committed to transparency, compliance with Florida law, and the continued improvement of procurement practices.

ISSUE #2:

	WHAT WE FOUND
Issue (2): Kaufman Lynn did not meet its contractual requirement for utilization of Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) for Fire Station 88 and Fire Station 87, in violation of its comprehensive agreements with the City.	Issue (2): Not Supported. Kaufman Lynn committed to using commercially reasonable efforts to achieve an aspirational goal of 30% Small Business Enterprise (SBE) utilization, including a goal to exceed 15% utilization of African American-owned firms. Documentation indicates that these participation levels were achieved for Fire Stations 87 and 88.

City Staff agrees with the finding that Kaufman Lynn did in fact meet the participation levels for both Fire Station 88 and 87.

ISSUE #3:

	WHAT WE FOUND
Issue (3): Kaufman Lynn did not pay $150,000 in required community reinvestment funds per fire station to the Youth Recreation Association of Riviera Beach, in violation of its comprehensive agreements with the City.	Issue (3): Not Supported. Kaufman Lynn, with the approval of the City, tendered $150,000 directly to the Youth Recreation Association of Riviera Beach for Fire Station 88, and another $150,000 for Fire Station 87.

City Staff agrees with the finding that Kaufman Lynn did in fact tender the $150,000 to Youth Recreation Association of Riviera Beach for both Fire Station 88 and 87.

WHAT WE RECOMMEND

We recommend that the City establish or amend procurement policies and procedures to ensure compliance with section 255.065, F.S., and that the City's solicitation documents clearly define the scope of work on which proposers are expected to compete. These actions will enhance transparency and accountability, ensure compliance with state law, support consistent evaluation of proposals, and reduce the risk of challenges to the procurement process. Additionally, conducting competitive solicitations in compliance with section 255.065 will increase the likelihood that the City obtains the best value for its money, thereby maximizing the resources available to serve the community.

For those reasons, the City partially concurs with the recommendation to clarify procurement policies and solicitation documents for future public-private partnership procurements. While the City maintains that ITN No. 1015-21-1 was intended to support a broader fire rescue facilities initiative, the City agrees that more explicit facility-specific documentation for later and concurrent phases would improve procurement clarity, strengthen the procurement record, and reduce the risk of future dispute.

As stated above, it is the City's position that the Solicitation is clear in scope to address all Fire Department Facilities thus the recommendation to clearly define the scope is redundant as the scope is clear as presented.

Should you have any questions regarding this determination or wish to provide additional documentation for review, please feel free to contact my office.

Sincerely,

Jonathan Evans, MPA, MBA, FRA-RA, ICMA-CM
City Manager
City of Riviera Beach

cc: John A Carey, Inspector General,
Dawn Wynn, City Attorney

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CGC 021732

August 21, 2024

VIA EMAIL
Jonathan Evans, City Manager
Terrance Bailey, City Engineer
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

Re: SBE Participation on Riviera Beach Fire Rescue Facilities Nos. 87 and 88 Design-Build Projects and Response to PSA Management Letter of July 19, 2024

Dear Mr. Evans and Mr. Bailey:

It has come to Kaufman Lynn Construction, Inc.'s ("KL") attention that PSA Management ("PSA), the Owner's Representative on the design-build projects for Fire Stations Nos. 87 ("FS 87") and 88 ("FS 88") (collectively the "Projects"), sent a July 19, 2024 letter to the City of Riviera Beach ("City") making numerous factually and legally baseless allegations against KL regarding its selection and use of SBE/MWBE subcontractors. PSA's letter also baselessly challenges the validity of the City's award of the FS 87 project.

As set forth more fully below, PSA's "findings" are meritless because:

(1) KL used properly certified SBE/MWBE firms in accordance with the terms of the respective agreements for the Projects and the City's Code of Ordinances;

(2) KL fully met its SBE/MWBE commitments to the City on the Projects; and

(3) the contract between the City and KL for FS 87 is valid and its award was consistent with the City's published procurement method and Florida law.

Frankly, KL was shocked by PSA's assertions, which come nearly a year ***after*** FS 88 was completed and when FS 87 is more than seventy percent (70%) complete. KL worked closely with the City and PSA throughout the design and construction of the Projects. KL has also been completely open and transparent with the City and PSA on all aspects of the Projects, including the selection of SBE/MWBE participants and SBE/MWBE compliance. Not only has PSA been directly monitoring these aspects of the Projects, PSA has ***verified and confirmed*** for the City in writing that KL met its obligations on a continuous basis throughout the Projects.

KL is compelled to send this letter because of the nature of PSA's assertions and the complete lack of any basis or justification for its conclusions. PSA's erroneous and misleading allegations, and in particular the suggestion that KL made any misrepresentations to the City, are also completely contradicted by the overwhelming amount of information and documentation on the Projects, which is in the City's possession and most of which was generated by PSA itself.

BACKGROUND

In order to provide additional context on the erroneous conclusions in PSA's letter, we think it is appropriate to summarize the background for the solicitation of the Projects.

On January 3, 2021 the City issued its Invitation to Negotiate: Design-Build-Finance of City of Riviera Beach Fire Rescue Facilities, Solicitation No. 1015-21-1 (the "ITN"). The ITN was the City's first use of Florida's public-private partnership law, Section 255.065, Florida Statutes. Under the ITN, the City sought proposals for the design-build-finance of ***multiple*** City Fire Rescue Service facilities, beginning with FS 88. The terms of the ITN expressly noted that it encompassed the potential award of future contracts to be executed for Fire Station 86 and FS 87.

The ITN did not mandate any SBE/MWBE participation requirements or direct proposers to identify any particular types or groups of SBE/MWBE participants. Instead, the ITN simply requested each response to include a general discussion of the approach to local, small, women, and minority participation. Thus, at Tab 9 of the response, Respondents were to provide a description of "how your team members enlists small, women, local, and minority owned business enterprises and involve them in your projects" and provide information on their respective plans.

Two groups submitted proposals in response to the ITN: (1) KL; and (2) The P3 Group, Inc. In its response KL, provided the information requested at Tab 9 regarding its SBE/MWBE plan along with a commitment to the goal of meeting or exceeding 30% SBE/MWBE participation.

On April 28, 2021, the City Council approved the award of the ITN to KL. There were no bid protests or objections to the award. On June 28, 2021, the City and KL entered into an Interim Development Agreement to conduct pre-development activities for FS 88. The pre-development services included, among other things, designing FS 88 and partnering with the City to conduct an outreach program to generate SBE/MWBE interest in the Projects. KL and the City then entered into a "Comprehensive Agreement for the Design and Construction of the City of Riviera Beach Fire Rescue Fire Station No. 88" on March 4, 2022 (the "FS 88 Contract"). Significantly, the FS 88 Contract expressly identified (more than a year after KL's initial response to the ITN) the Project Subcontractors (*see* Appendix 5) that the City and KL ultimately agreed would be utilized by KL on FS 88.

On March 2, 2022, the City approved Resolution #32-22 whereby it authorized staff to contract with KL for Fire Station No. 87. The City and KL entered into a "Comprehensive Agreement for the Design and Construction of the City of Riviera Beach Fire Rescue Fire Station No. 87" on November 3, 2022 (the "FS 87 Contract") (collectively with the FS 88 Contract as the

"Contracts"). There were no protests nor challenges to the FS 87 Contract. Unlike at the time the FS 88 Contract was signed, KL and the City had not yet agreed upon the Project Subcontractors for FS 87. So, when that information was ultimately determined, KL submitted a list of proposed subcontractors to PSA and the City for approval on September 12, 2023. On September 19, 2023, PSA notified KL and the City in writing that it had reviewed KL's list of proposed subcontractors and ***"has no objection."*** (emphasis added) PSA further noted its recommendation ***"that the City approves the proposed subcontractor list."*** (emphasis added)

In addition to the written approvals of KL's subcontractors, with each monthly Application for Payment submitted to the City and PSA during the Projects, KL reported on SBE/MWBE compliance, including (again) identifying the SBE/MWBE subcontractors. Each month, PSA issued an acceptance letter for KL's payment applications and thereafter provided an Executive Progress Report to the City. Each PSA report analyzed KL's SBE/MWBE subcontractor participation, its compliance with the participation goals, and its administration/management of the work performed by those subcontractors. **At no time on either project did PSA raise any objection or concern about the identity/certification of KL's SBE/MWBE subcontractors or KL's compliance with the SBE/MWBE goals outlined in the Contracts.**

RESPONSE

I. KL Did Not Misrepresent its SBE/MWBE Commitment to the City.

PSA alleged that KL misrepresented its commitment to use SBE/MWBE subcontractors because: (1) KL did not use SBE/MWBE firms certified by Palm Beach County, exclusively; and (2) KL ultimately did not use the same SBE/MWBE firms that it cited in its response to the ITN. PSA's allegations are premised on a flawed understanding of the facts, law, and terms of the Contracts.

A. KL Utilized Subcontractors With Proper SBE/MWBE Certifications.

As an initial matter, it is important to address PSA's fundamental mistake that KL should be considered "in breach" for not using SBE/MWBE firms certified by Palm Beach County. This conclusion is meritless for the simple reason that KL was not required to use Palm Beach County certified firms, exclusively, as PSA asserts.

Nothing in either of the Contracts or the City's Code of Ordinances (the "Code") limits qualifying firms to only those certified by Palm Beach County. Indeed, the terms of the Contracts do not actually define the specific type of certification required and, as a result, there is no contractual support for PSA's exceedingly narrow interpretation.

By contrast, the City's Code actually provides a very broad scope for the types of certifications permitted for a firm to qualify as an SBE. Specifically, Section 16.5-291(5) of the City of Riviera Beach Code of Ordinances defines a "Certified Small Business Enterprise" as "a business which has been certified as such by the State of Florida, Palm Beach County Office of Small Business Assistance ***or*** other county ***or*** state governmental agency (SBA)." (emphasis added) This broad language makes clear that the Code allows for multiple different types of certifications, ***not*** just those from Palm Beach County, exclusively.

Consistent with these requirements, all of KL's SBE/MWBE subcontractors were certified at either the state or local level. Copies of the applicable certifications, which have been previously provided to the City, are attached to this letter as Composite Exhibits "A" and "B" for FS 88 and FS 87, respectively.

Simply put, KL cannot be held in breach of the Contracts for utilizing subcontractors with certifications from governmental agencies other than Palm Beach County because there is no restriction against doing so. Never once did PSA raise an objection to the types of certifications provided by KL's SBE/MWBE subcontractors despite having the opportunity to do so every

single month. Apparently, PSA has now reached an entirely different conclusion (which is erroneous), but if it had any objection to the types of certifications being relied upon by KL, PSA had a duty to advise KL and the City ***during*** the Projects.

B. KL Is Permitted to Utilize Alternative SBE/MWBE Firms.

In addition to misunderstanding the types of permissible certifications, PSA erroneously concluded that KL breached the Contracts by not using the exact same SBE/MWBE subcontractors cited in the plan stated by KL in Tab 9 of its Response to the ITN. Without any justification, PSA goes as far as asserting that the use of alternatives is a misrepresentation by KL to the City. This is factually and legally incorrect.

For various reasons including, without limitation, Project scope development/changes and design decisions, performance issues on other projects, the period of hyper-inflation and unprecedented supply chain disruptions, certain subcontractors declining to proceed forward, and the length of time that passed between KL's response to the ITN and the execution of the Contracts, KL ultimately selected some alternative subcontractors to execute the plan outlined for SBE/MWBE participation as originally stated in its response to the ITN. KL's ITN response demonstrated the ability to utilize SBE/WMBE firms, but there was no way to know for certain which specific firms would be able to timely and properly perform work, within budget, on a project until a design was created and finalized. Of course, that original ITN plan was ultimately reduced to a set of express contractual terms and obligations stated in the Contracts that were negotiated in good faith and at arm's length by the City and KL.

On FS 88, KL exceeded its contractual goal of 30% SBE/MWBE participation by nearly 12% for a total participation of approximately 42% as follows:

Subcontractor/Consultant	Scope	SBE/MWBE	Percentage Participation
Stanford Construction Co.	Earthwork	X	4.56%
Wright Brothers	Plumbing	X	5.24%
Brown Electric	Electrical	X	16.03%
East Coast Metals	Structural Steel	X	9.78%
O'Neil Flooring	Floor Finishes	X	.48%
Triumph Marketting / Sign Lady	Dedication & Memorial Plaques	X	.36%
Tropic Fence	Fence & Gates	X	1.67%
MCO Construction Services	Consultant	X	3.46%
		TOTAL SBE/MWBE PERCENTAGE	**41.58%**

4

Importantly, the above list of SBE/MWBE firms does not even include KL's design partner, Currie Sowards Aguila Architects ("CSAA"). CSAA, and its subconsultants, are also certified SBE firms identified in KL's response to the ITN, and they all participated in the Projects. On FS 88, KL paid CSAA (and its subconsultants) a total of $911,191.00. If this amount is included, the total SBE/MWBE participation for FS 88 ***exceeds 50%.***

In August 2023, PSA submitted its final monthly report to the City for FS 88. In this report, PSA again (as it did with all of its other reports) identified KL's SBE/WMBE subcontractors, and importantly, made the express finding that:

"The minimum contractually required 30% DBE for the project has been met."

Notwithstanding that 30% participation was stated as a goal in the FS 88 Contract, not a requirement as PSA suggests, this is a written admission by PSA that KL has met its contractual obligations under the FS 88 Contract.

Likewise, on FS 87, KL is exceeding its goal by achieving a total SBE/MWBE participation of approximately 50% as follows:

Subcontractor/Consultant	Scope	SBE/MWBE	Percentage Participation	
MCO Construction Services	Partner/Consultant	X	2.88%	
Wright Brothers Construction	HVAC & Plumbing	X	10.79%	
Kasper Electric	Electrical	X	12.96%	
Stanford Construction	Sitework & Utilities	X	10.14%	
East Coast Metals	Structural Steel & Miscellaneous Metals	X	9.57%	
A Cut Above Landscaping	Landscape & Irrigation	X	1.55%	
O'Neill Brothers Flooring	LVT & Resilient Flooring	X	0.69%	
Triumph Marketing Signs	Signage	X	1.25%	
		TOTAL SBE/MWBE PERCENTAGE		**49.83%**

Like with FS 88, CSAA and the same subconsultants were again KL's design team on FS 87. CSAA (including its subconsultants) has been paid $1,012,952 to date for FS 87. If these payments are counted, it would bring KL's total participation to an amount in excess of ***60%.*** Of course, the work on FS 87 remains ongoing. This means that KL may still further increase this percentage before the project concludes.

PSA's allegation that there was a misrepresentation is fundamentally misleading because it is based on the erroneous premise that Kaufmann Lynn was required to use the same SBE/MWBE firms identified as part of its plan for SBE/WMBE participation in response to the ITN. PSA is

incorrect. There is no language in the ITN, the Code, or the Contracts, prohibiting KL from ultimately contracting with different qualified and certified SBE/MWBE entities. In fact, the Contracts contemplate the opposite.

In each of the Contracts the "Developer", *i.e.*, KL, committed to an SBE goal of 30% of the subcontracted work. (Section 10.8, "Small Business Enterprise and Local Hiring Goals and Commitments; Educational Program")[1] KL was not required to identify its subcontractors for approval by the City until "as soon as practicable after execution" of the Contract. (Contract, FS 87, Section 10.1, "Use of Project Subcontractors.") (emphasis added) Even then, each of the Contracts contemplates the right of KL to replace subcontractors. Section 10.5 of each Contract notes that "If at any time any amendment is made to any Material Project Subcontract, or a replacement Material Project Subcontract . . .is entered into, the Developer shall deliver to the City a copy of each such amendment or agreement . . ." (emphasis added).

Likewise, the Contracts also provide for KL to sponsor community outreach and involvement efforts intended for the sole purposes of identifying and providing information to SBE/MWBE firms consistent with the approach KL outlined in its ITN response. One such event occurred on August 5, 2021, in collaboration with all stakeholders on the Project, including the City and PSA. There would be absolutely no purpose to undertaking any of that effort if KL was limited to only using the specific firms noted in the plan outlined in its response to the ITN.

If, as PSA incorrectly concludes, KL was required to only utilize entities identified in its response to the ITN (submitted at least a year before physical work began on FS 88), these provisions of the Contracts would be meaningless. Clearly, neither the City nor KL intended to agree upon meaningless contract terms. KL, per the terms of the Contracts, utilized properly certified SBE/MWBE subcontractors as it was permitted to do. KL's subcontractors for FS 88 were expressly identified in the FS 88 Contract and its subcontractors for FS 87 were approved in writing by PSA and the City. It is outrageous for PSA to now assert KL made any misrepresentations to the City because KL has proceeded openly, transparently and with approval at all times.

II. The FS 87 Contract Is Valid And Enforceable.

In addition to challenging KL's actions regarding SBE/MWBE participation, PSA also challenges the validity of the City's actions in the award of the FS 87 project itself. Here again, PSA erroneously determined that the FS 87 Contract was invalid because it was neither subject to competitive bidding nor properly awarded as a sole source procurement.

PSA's incorrect finding is based on nothing more than the fact that the FS 87 Contract was negotiated and executed more than a year after the initial award of FS 88 under the ITN and several months after the execution of the FS 88 Contract. However, the fact that FS 88 was the first Project under the ITN is completely irrelevant. The award of multiple contracts for multiple facilities, including FS 87, ***was always contemplated by the ITN.***

[1] It is important to note that the Contracts specifically identify 30% participation as a ***goal*** not a requirement. That is a fundamental distinction, and one that is consistent with Section 16.5 of the City Code. That Section outlines the City's policy goal of 30% SBE participation but stops short of mandating that this level or participation be a contractual requirement for all of the City's projects.

First, the ITN was for the "Design-Build-Finance of City of Riviera Beach Fire Rescue **Facilities**." (emphasis added) Although the first contract awarded under the ITN was for FS 88, the ITN expressly noted that the awardee would also likely enter into a contract for FS 87 and Fire Station 86. (ITN, p. 8 of 23) ("At some point in the future, the City is also considering re-constructing one or all of two remaining fire rescue facilities, Fire Station No. 86, 87 and 89.")

Moreover, the FS 87 Contract expressly referred to the ITN as the predicate procurement for the Contract. The FS 87 Contract even explains the relationship between the ITN and the Contracts:

> WHEREAS, on December 10, 2020, the City Council of Riviera Beach, Palm Beach County, Florida (the "Council") was provided information on the City's fire rescue services and the planned Invitation to Negotiate ITN 1015-21-1 (the "ITN"), and directed the City Mayor or City Manager's designee to develop and publish a solicitation for the selection of, and contracting with, a private entity for the delivery of new fire rescue facilities; and
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> WHEREAS, the ITN was advertised starting January 3, 2021, seeking proposals from interested firms to design-build-finance facilities for the City's Fire Rescue Department, and the City held a pre-proposal conference on January 26, 2021; and
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> * * *
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> WHEREAS, on April 28, 2021, the City Council approved Resolution No. 43-21 and awarded the ITN to Developer, for the design, build, and finance of the City's fire rescue facilities contemplated under the ITN and authorizing the City to enter into an interim agreement with Developer; and
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> * * *
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> WHEREAS, the City and Developer entered into an interim agreement, pursuant to Resolution No. 43-21, and a comprehensive agreement, pursuant to Resolution No. 10-22 (approved by the City Council on February 9, 2022), for the design and construction of the initial fire rescue facility contemplated under the ITN, namely Fire Station No. 88, in accordance with Section 255.065, Florida Statutes; and
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> * * *
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> WHEREAS, on March 2, 2022, the City Council approved Resolution No. 32-22, authorizing the City to enter into an interim and comprehensive agreement for the design and construction of a second fire rescue facility contemplated under the ITN, namely Fire Station No. 87; and

It is clear that the FS 87 Contract was entered into pursuant to the same ITN as FS 88. The City had the discretion to make the contract awards in this manner. It is well settled that "a public body has **wide discretion** in soliciting and accepting bids for public improvements and its decision, when based on an honest exercise of this discretion, will not be overturned by a court even if it may appear erroneous and even if reasonable persons may disagree." *See, e.g., Biscayne Marine Partners, LLC v. City of Miami,* 273 So. 3d 97, 102 (Fla. 3d DCA 2019) (emphasis added) This discretion extends to determining the number of contract awards. *Am. Safety Council, Inc. v. U.S.*, 122 Fed. Cl. 426, 439 (2015) ("it is within the sound discretion of an agency to determine

its minimum needs and determine the number of contract awards, consistent with a solicitation's requirements."); *see also Savantage Fin. Servs., Inc. v. U.S.*, 595 F.3d 1282, 1286 (Fed. Cir. 2010) ("[C]ompetitors do not dictate an agency's minimum needs, the agency does."); *Am. K-9 Detection Servs. v. U.S.*, 155 Fed. Cl. 248, 273 (2021) ("it is firmly within the agency's discretion to determine the number of contract awards"); *Cybermedia Techs. Inc.*, B-405511.3, 2011 CPD ¶ 180 at 3, 2011 WL 4256758, at *3 (Comp. Gen. Sept. 22, 2011) (complaining that an agency should have made nine rather than eight awards is not a valid protest ground); *Sys. Res. & Applications Corp.*, B-298107, B-298107.2, 2006 CPD ¶ 103 at 10, 2006 WL 4701814, at *8 (Comp. Gen. June 26, 2006) ("[W]here multiple awards are contemplated by a solicitation, the agency is entitled to exercise sound business judgment consistent with the terms of the solicitation in determining how many awards should be made."). Here, the City chose to exercise its wide discretion to award multiple contracts under the single ITN. There is no basis to challenge the City's action.

Not only is PSA's argument meritless, but it is also untimely. PSA's attack on the City's actions goes to the method of procurement, which was not the subject of any bid protest during the procurement or when the City approved multiple Resolutions (at public meetings) authorizing the FS 87 Contract with KL. The City's regulations make clear that anyone aggrieved in connection with the award of a contract is to file a bid protest within five calendar days of when it knows "or could have reasonably been expected to know of the facts giving rise thereto." *See* §5-241(a), Riviera City Code ("Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the city council. . . The protest shall be submitted within five calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.") Here, when the City adopted Resolution 32-22, thereby authorizing staff to negotiate and enter into an agreement with KL for FS 87, there were no protests or objections of any kind. Nor were there any challenges to the entering of the ensuing contract. It is only now, with FS 87 approaching completion, that the solicitation is being questioned.

PSA raising baseless alleged deficiencies against KL while contemporaneously soliciting the City for additional fees is concerning. Of course, we expect that the City staff will address this concern with PSA given, as we have outlined above, PSA was actually monitoring KL's SBE compliance and specifically reporting on the same to the City throughout the Projects.

Although the City is already in possession of most of the documents referenced and relied upon above, KL intends to provide the City with electronic copies of these documents under separate cover. KL values its partnership with the City, and it is our sincere hope that the information being provided in this letter and in the corresponding documents will allow the City to quickly conclude this matter. However, KL remains available to discuss any questions the City may have to facilitate a comprehensive understanding of the issues.

Very truly yours,

Derek Wolfhope
Senior Vice President

Cc: Joshua Atlas (via email)
Mishel Mako (via email)

8