

RESOLUTION NO. 34-14

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PROCEED TOWARD THE ISSUANCE OF THE CITY'S PUBLIC IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES, IN ACCORDANCE WITH THE CITY'S DEBT MANAGEMENT POLICY; AUTHORIZING THE OFFICIALS OF THE CITY TO DO ALL THINGS NECESSARY OR ADVISABLE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida (the "City") has determined the need to undertake improvements to the City's infrastructure, as more particularly identified in the City's Five Year Capital Improvement Plan, and to make a loan to the City's Community Redevelopment Agency (the "CRA") for improvements within the CRA (collectively, the "Projects"); and

WHEREAS, the City desires to finance a portion of the cost of the Projects through the issuance by the City, from time to time, of its Public Improvement Revenue Bonds in an amount not to exceed \$22,000,000 (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 Council desires to authorize and direct the Director of Finance and Administrative Services to proceed toward the issuance of the Bonds in accordance with the Debt Management Policy.

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

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

SECTION 2. The Director of Finance and Administrative Services is hereby authorized and directed to proceed toward the issuance of the Bonds for the purpose of financing the cost of the Projects in accordance with and subject to the Debt Management Policy. Prior to the issuance of any Bonds, which may be issued from time

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to time in one or more series, the City Council shall adopt a resolution authorizing the issuance of said series and establishing the details with respect thereto; provided that the City Council may, in such authorizing resolution, delegate the authority to award such bonds and establishing such details to such official or officials of the City as the City Council deems appropriate.

SECTION 3. The City intends to issue bonds or notes to finance the cost of the Projects. The City expects that the maximum principal amount of bonds or notes that will be issued to finance the cost of the Projects is \$22,000,000. If the City incurs any such costs prior to the issuance of its bonds or notes, the City intends to reimburse itself for such expenditures with the proceeds of such bonds or notes.

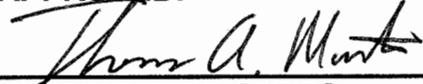
SECTION 4. City Staff is hereby authorized and empowered, collectively and individually, to take all action and steps and to execute and deliver, on behalf of the City, and in their official capacities, any and all instruments, documents, or certificates which are necessary or desirable in connection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

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

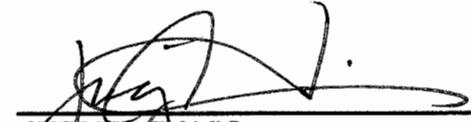
SECTION 6. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 7TH DAY OF MAY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

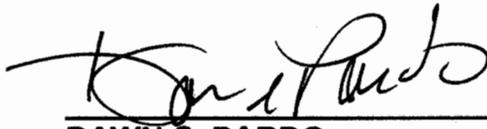


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



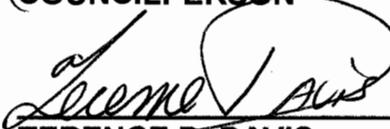
DAWN S. PARDO
CHAIR PRO-TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

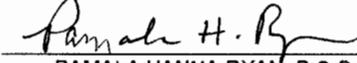
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 5/7/14

RESOLUTION NO. 35-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO UTILIZE EXISTING STAFF AND RESOURCES TO IMPLEMENT LOCAL HEARINGS PURSUANT TO CHAPTER 2013-160, LAWS OF FLORIDA; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature passed CS/CS/HB7125 during the 2013 Legislative Session providing for local hearings related to red light camera violations under the Mark Wandall Traffic Safety Program of Chapter 316, the State of Florida Uniform Traffic Code; and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB7125 into law resulting in Chapter 2013-160, Laws of Florida, taking effect on July 1, 2013; and

WHEREAS, the use of local hearings promotes home rule and allows citizens to have a local method of contesting notices of violation separate from the traffic court process; and

WHEREAS, the City desires to utilize existing staff and resources to implement the local hearing process pursuant to Chapter 2013-160, Laws of Florida.

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

Section 1: Incorporation of Recitals. The recitals set forth above are adopted by the City as true and correct findings and are incorporated herein.

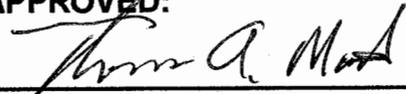
Section 2: Authorization to the City Manager. The City Manager is authorized to use existing staff and resources to implement the local hearings as set forth in Chapter 2013-160, Laws of Florida, including, but not limited to, existing staff serving as the Clerk to the Local Hearing Officer.

Section 3: Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Resolution, but they shall remain in effect it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

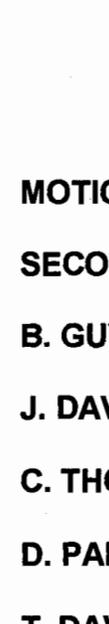
Section 4: Effective Date. This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this 7TH day of MAY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

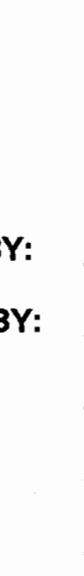


JUDY L. DAVIS
CHAIRPERSON

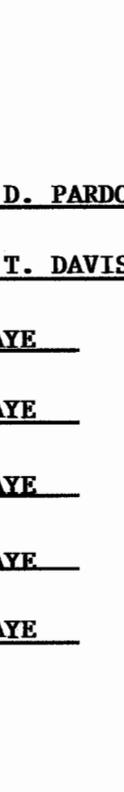
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 5/7/14

RESOLUTION NO. 36-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 439-14 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED MATERIALS AND INSTALLATION CONTRACT WITH KOLDAIRE, INC. OF SUNRISE, FLORIDA FOR THE INSTALLATION OF A NEW HVAC UNIT AT THE CITY LIBRARY IN THE AMOUNT OF \$127,823; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 310-1336-574-0-6251; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Library is in need of a new Heating, Ventilation and Air Conditioning (HVAC) unit to replace the current malfunctioning unit; and

WHEREAS, the City's Purchasing Department solicited bids for the installation of the new unit with Koldaire, Inc, being the lowest responsive and responsible bidder; and

WHEREAS, the HVAC unit's replacement cost is \$127,823 and the funding is included in the City's current capital budget; 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 accepts the bid proposal and awards a Materials and Installation Contract to Koldaire Inc., the lowest responsive and responsible bidder, in the amount of \$127,823 for the installation of a new HVAC unit at the Library.

SECTION 2: The Mayor and City Clerk are authorized to execute the Materials and Installation Contract.

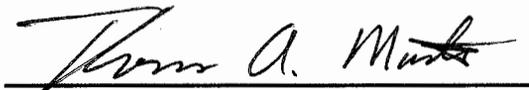
SECTION 3: The Director of Finance and Administrative Services is authorized to make payment from account number 310-1336-574-0-6251 in the amount of \$127,823 to Koldaire, Inc.

SECTION 4: That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

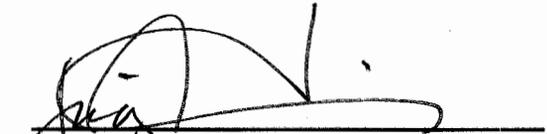
SECTION 5: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 7TH day of MAY, 2014

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

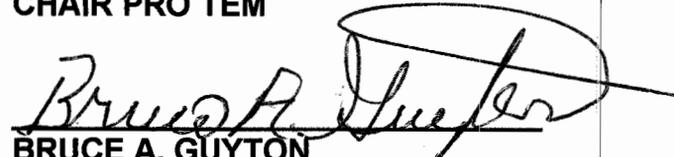
ATTEST:



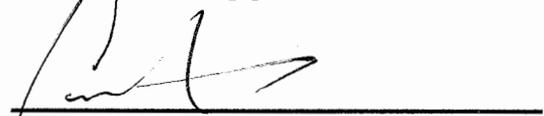
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



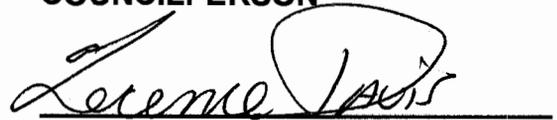
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 36-14

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MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

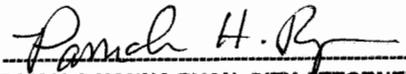
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/7/14

MATERIALS AND INSTALLATION CONTRACT

THIS CONTRACT made and entered into this 17th day of May, 2014 by and between Koldaire, Inc., hereinafter referred to as "**Independent Contractor**," whose mailing address is 4659 NW 103rd Avenue, Sunrise, Florida 33351 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. The City agrees to purchase one (1) new Trane model heating, ventilation and air conditioning (HVAC) unit from the Independent Contractor to be installed by Independent Contractor at the City Library located at 600 West Blue Heron Blvd., Riviera Beach, FL 33404. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".

2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.

3. To the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

4. Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 60 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to two hundred and fifty dollars (\$250) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

6. The City agrees to compensate the Independent Contractor in the amount of One Hundred Twenty-Seven Thousand Eight Hundred Twenty-Three Dollars (\$127,823.00), as set forth in more detail in Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.

7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

11. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

12. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

13. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

14. Prior to execution of this Contract by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Contract.

15. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute section 440.02.

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

19. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

20. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

21. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall NOT commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

28. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

29. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or

now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

30. All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. Time is of the essence in all respects under this Contract.

32. Failure of the City to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

33. The City and Independent Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law, and specifically section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SIGNATURES ON FOLLOWING PAGE

EXHIBIT "A"

SCOPE OF SERVICES:

- A. Provide qualified labor for the removal of the existing unit and installation of a new HVAC system in accordance with the design plans and specifications provided as a part of the original bid documents.
- B. Contractor's labor shall come prepared to work with all tools, testers and equipment required to perform air conditioning work. These shall include all ladders, hand tools, power tools, torches, recovery equipment, vacuum pumps, gauges, leak detectors, and electrical testing devices.
- C. The Contractor should come prepared with standard parts, fittings and accessories required to replace the air conditioning equipment. Examples of these are pipe fittings, contactors, relays, non-mercury thermostats and wire.
- D. All work is to be permitted and approved by the City's Building Department prior to commencing work.
- E. Provide pricing for the replacement of the unit per the attached specifications which shall include all other ancillary necessities (e.g. permitting fee, crane rental, mobilization, disposal cost, miscellaneous materials, labor, manufacturer's representative, electrical work, etc.).
- F. Parts and equipment will be provided by the Contractor.

GENERAL CONDITIONS:

- A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the City's Building Department.
- B. Payments will not be made for partial work.
- C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.

SITE CONDITIONS:

- A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.
- B. The Contractor shall coordinate with Public Works staff for building access, use of utilities, temporary storage areas, and any work that may disrupt the normal operations. Although storage may be provided by the City, the City shall not be held responsible for damage, loss, or vandalism to tools, materials, or equipment stored in any facilities.
- C. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner's satisfaction at the Contractor's expense.

COMBUSTABLE MATERIAL:

All combustible materials shall be handled and stored in compliance with all state and federal safety codes and regulations. Thinners, fluid and loose dry products being used by the service contractor on site shall be kept covered at all times.

WARRANTY:

- A. Warranty work shall be corrected by the Contractor at no additional cost to the City. Warranty period shall begin on the date the project is completed as documented by signed final approval by the City's Building Department. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:
 - 1. Workmanship warranty shall be one (1) year.
 - 2. Standards Manufacturer's warranty on parts.
- B. All warranty work is to be completed in a timely manner following the initial call from the Department of Public Works. Reasonable shipping times for parts and equipment will be considered.

SPECIAL REQUIREMENTS:

- A. The Contractor must be licensed to work in the State of Florida and Palm Beach County. Submit documentation of this with response.
- B. Insurance is required as listed in the bid package. Provide copy of insurance with bid response.
- C. The Contractor shall direct its personnel in the execution of the work.

RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide all labor management, supervision, materials, components and equipment.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall provide competent workers and competent supervision.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall obtain all necessary permits and inspections required for the work to perform and shall pay all charges incidental thereto.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: Any encounter with dangerous conditions or unusual situations shall be reported to the Public Works Director (Brynt Johnson) at 561-845-4080.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the CONTRACTOR, at no cost to the City. All incidents of damage by the CONTRACTOR and any discoveries of damage shall be reported to the City Contact Person.

SAMPLES

Contractor shall also provide a written work plan and timeline for the proposed job (Critical Path). The City may either (a) accept the work plan, timeline, or issue the Contractor a purchase order to proceed, (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor

to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment in the written estimate. The City reserves the right to either accept such price or to reject it and request a lower price from Contractor. Both parties must be in agreement regarding such price before the City provides authorization to proceed.

Work shall be performed 7:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise authorized by the Public Works Director.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

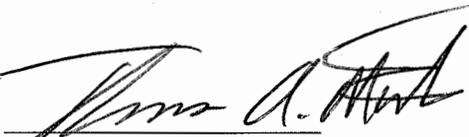
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

Koldaire, Inc.

BY:


THOMAS A. MASTERS
MAYOR

BY:


FRANK MONTI
PRESIDENT

ATTEST:

(SEAL)

BY:


CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY:


PAMALA H. RYAN
CITY ATTORNEY

BY:


BRYNT JOHNSON
DIRECTOR OF PUBLIC WORKS

DATE:

5/7/14

RESOLUTION NO. 37-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALE AND TRANSFER OF RETIRED K-9 POLICE DOG "AJAX" IN THE AMOUNT OF \$1.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police K-9 Dog Ajax, an 8 ½ year old German Shepherd dog, served the Riviera Beach Police Department with distinction; and

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

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

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

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

SECTION 1: The City Council authorizes the sale and transfer of City property, specifically, one German Shepherd dog known as Ajax.

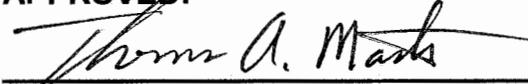
SECTION 2: The City Council accepts the terms and conditions as promulgated in the Bill of Sale, which is attached hereto and made a part of this Resolution.

SECTION 3: The City Council authorizes execution of the Bill of Sale transferring ownership, care, maintenance, and all obligations associated with K-9 Ajax.

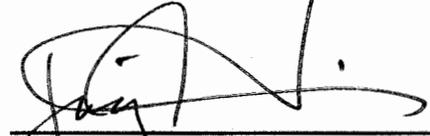
SECTION 4: This Resolution shall take effect immediately upon its approval.

PASSED AND ADOPTED this 7TH day of MAY, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

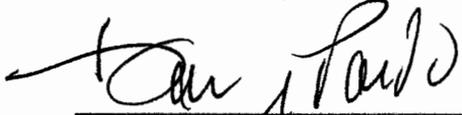


JUDY L. DAVIS
CHAIRPERSON

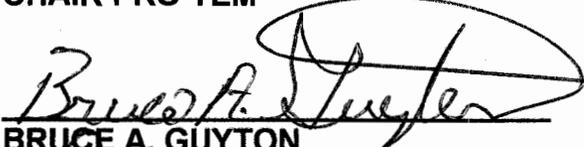
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 5/7/14

RESOLUTION NO. 38-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE 2013-2016 BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2013 TO SEPTEMBER 30, 2016 BETWEEN THE CITY OF RIVIERA BEACH AND THE POLICE BENEVOLENT ASSOCIATION (PBA) AN ORGANIZATION REPRESENTING THE POLICE OFFICERS AND POLICE SERGEANTS OF THE CITY OF RIVIERA BEACH TO INCLUDE THE INCREASE IN SALARY FOR THE EMPLOYEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a new bargaining unit for police personnel was voted in as of May 10, 2013; and

WHEREAS, the City of Riviera Beach has an entirely new Collective Bargaining Agreement between the new bargaining unit Police Benevolent Association (PBA), an organization representing the Police Officers and Police Sergeant of the City of Riviera Beach; and

WHEREAS, both parties attended eleven (11) intense negotiation sessions developing the framework of a new contract; and

WHEREAS, after negotiating since August 26, 2013, the City and PBA arrived at a three (3) year agreement commencing October 1, 2013 – September 30, 2016 with no wage re-opener and retroactive provisions of the contract; and

WHEREAS, both parties have tentatively agreed upon the articles with PBA ratifying the agreement and the City awaiting ratification with passage of this resolution.

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

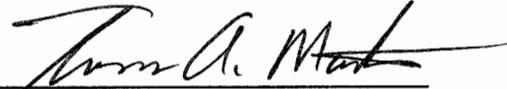
SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Police Benevolent Association (PBA), that represents the Police Officers and Police Sergeants of the City.

SECTION 2. That the City Council authorize the salary adjustments and revised salary schedule pursuant to Article 24: Wages in the tentatively agreed upon contract.

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

PASSED AND APPROVED this 7TH day of MAY, 2014.

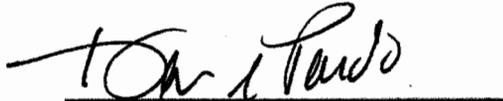
APPROVED:


THOMAS A. MASTERS
MAYOR


JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

Motioned by: D. PARDO

Seconded by: T. DAVIS

J. DAVIS AYE

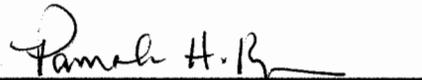
D. PARDO AYE

B. GUYTON AYE

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 5/7/14

RESOLUTION NO. 39-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY THREE PERCENT (3%) FOR FISCAL YEAR 2013-2014; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a three percent (3%) salary adjustment be granted to department heads, administrative, supervisory and confidential employees; and

WHEREAS, the minimum and maximum of the salary schedule for department heads, administrative, supervisory and confidential employees shall be increased by three percent (3%); and

WHEREAS, funds have been provided in the 2013/2014 Budget for salary increase; and

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

SECTION 1. That a salary adjustment be granted and the salaries of the department heads, administrative and confidential employees be increased by three percent (3%) effective upon approval of resolution. There will be no further salary increase for FY2014 and no retroactive pay to October 1, 2013.

SECTION 2. That the minimum and maximum salary for the pay grades be adjusted by three percent (3%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

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

PASSED AND APPROVED this 7TH day of MAY, 2014.

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Judy L. Davis
JUDY L. DAVIS
CHAIRPERSON

ATTEST:

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

Dawn Pardo
DAWN PARDO
CHAIR PRO TEM

Bruce A. Guyton
BRUCE A. GUYTON
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

Terence D. Davis
TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

RESOLUTION NO. 40-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A GROUND LEASE WITH THE RIVIERA BEACH EVENT CENTER, LLC FOR THE CONSTRUCTION AND OPERATION OF A MIXED-USE COMMUNITY EVENT CENTER; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE GROUND LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach CDE (the "CDE") is the sole member of Riviera Beach Event Center, LLC; and

WHEREAS, the CDE is a 501(c)(3) corporation consisting of City employees, CRA employees and City business owners, which was established to facilitate redevelopment in an area that has been determined to be slum and blight; to provide investment capital to low income communities or persons of low income; and to engage in other community development activities for neighborhood improvement, and community and economic development, by providing sustainable job opportunities for low income residents; and

WHEREAS, the Riviera Beach Event Center, LLC desires to lease from the City of Riviera Beach ("City"), subject to the provisions of the Ground Lease, certain City property that is defined by legal description in the Ground Lease for the purpose of constructing a new, approximately 36,488 square foot, mixed-use community center; and

WHEREAS, the City's intended benefit is the return of the property at the end of the Lease term with the new mixed-use community event center, paid for by the Riviera Beach Event Center, LLC.

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

SECTION 1. The Ground Lease for the Event Center between the City of Riviera Beach and the Riviera Beach Event Center, LLC, attached hereto, is hereby approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the Ground Lease on behalf of the City.

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

PASSED and APPROVED this 7TH day of May, 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 41-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA RECOMMENDING APPROVAL OF PROJECT PALM TREE AS A QUALIFIED DEFENSE AND SPACE CONTRACTOR PURSUANT TO SECTION 288.1045, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the policy of the State of Florida to encourage the growth of higher-wage jobs and a diverse economic base by providing state tax refunds to qualified defense contractors that originate or expand in the state or that relocate to the state; and

WHEREAS, to further that program, the State of Florida created a tax refund program for qualified defense and space contractors (QSDC), which are those contractors approved by the department to be eligible for tax refunds pursuant to section 288.1045, Florida Statutes;

WHEREAS, Project Palm Tree has derived not less than 60 percent of its gross receipts in Florida from U.S. Department of Defense or space flight business contracts over its last fiscal year, as well as over the 5 years preceding the date its application is submitted pursuant to Sec. 288.1045, Florida Statutes; and

WHEREAS, Project Palm Tree is pursuing a new U.S. Department of Defense business contract and plans to use facilities within the City of Riviera Beach as a key part of the production outlined in the business contract request from the U.S. Department of Defense; and

WHEREAS, Project Palm Tree is located in Riviera Beach, FL; and

WHEREAS, Project Palm Tree plans to retain approximately 265 jobs to be located within the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach hereby acknowledges that local financial support of 20% of the total annual tax refund is required under the provisions of s.288.1045, Florida Statutes, governing Florida's Qualified Defense and Space Contractor Tax Refund Program; and

WHEREAS, City of Riviera Beach has committed to provide \$160,000 to Project Palm Tree, which is 5%, of the required qualified target industry local financial support.

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

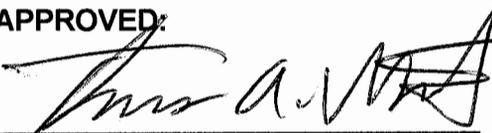
SECTION 1. The City Council recommends Project Palm Tree be approved as a Qualified Applicant pursuant to Sec .288.1045, Florida Statutes.

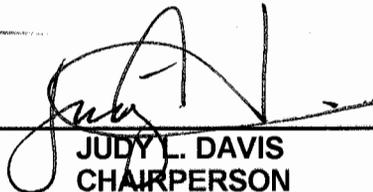
SECTION 2. The City of Riviera Beach City Council has determined that the basis of Project Palm Tree's average private sector wage commitment calculation shall be 200% of the county average annual wage.

SECTION 3. The City of Riviera Beach City Council states that the necessary cash commitment of local financial support for the Qualified Defense and Space Contractor Business Tax Refund Program exists for Project Palm Tree in the amount of \$160,000; and that this amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by s.288.1045, Florida Statutes.

SECTION 4. This Resolution shall become effective upon its passage and approval by the City Council.

APPROVED:

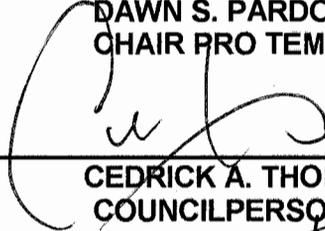

THOMAS A. MASTERS
MAYOR

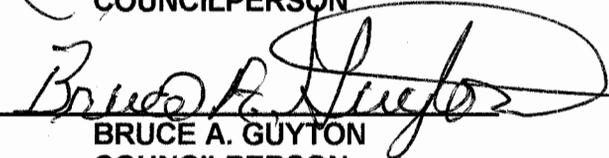

JUDY L. DAVIS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


BRUCE A. GUYTON
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 42-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASING DEPARTMENT TO UTILIZE TERMS AND PRICING AVAILABLE THROUGH THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND T-MOBILE WIRELESS VOICE AND BROADBAND SERVICE AGREEMENT ON A MONTH TO MONTH BASIS AS ESTABLISHED BY WSCA REQUEST FOR PROPOSALS NO. 1907; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, WSCA is a cooperative group-contracting consortium for state agencies and political subdivisions and has been the procurement vehicle for providing the City's wireless voice and broadband services for many years; and

WHEREAS, piggybacking pricing and terms available through T-Mobile's Master Service Agreement with WSCA will provide the following benefits to the City:

- Save an estimated \$60,000 annually by reducing the monthly voice and data bill from an average of \$11,124.00 to approximately \$5,582.00
- Increase available broadband data services by more than 200%. Current data services average 61 Gigabytes per month, new service will provide 186 Gigabytes of pooled data each month for smart phones.
- Expand unlimited talk and text services to an additional 78 users while reducing average service plan rate per user by more than 52% (Monthly T-Mobile rate of 33.68 vs 69.00 for current limited text, talk and business class data services on Sprint plan).
- No cost Replacement of all existing cellular phones including replacement of all smart phones with newest available T-Mobile models including all I-Phones; Galaxy 3 & Galaxy Note phones which represent a \$34,000 cost avoidance.

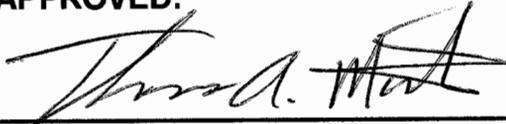
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The Purchasing Department is authorized to utilize the pricing and terms of WSCA/T-Mobile wireless voice and broadband service agreement on a month to month basis as established by WSCA RFP No. 1907.

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

PASSED AND APPROVED this 7TH day of May, 2014

APPROVED:



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



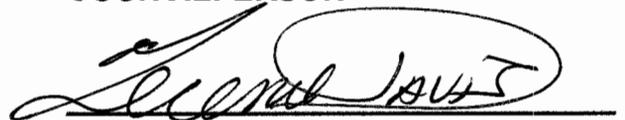
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO OUT

T. DAVIS NAY

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 43-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION TO PARTICIPATE IN THE FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 09, 2014 THROUGH AUGUST 15, 2014; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$46,329.70 IN THE SUMMER FOOD GRANT FUND (137); APPROVAL FOR STAFF TO PIGGYBACK OFF PALM BEACH COUNTY'S VENDOR TO SUPPLY MEALS FOR THE SUMMER FOOD SERVICE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer Program for up to 300 youths ages 5 to 13.

WHEREAS, the City is desirous of offering free nutritious meals to all participants of the Summer Camp Program.

WHEREAS, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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

SECTION 1. That the City Council hereby approves the submission of the Grant Application, which is estimated in the amount of \$46,329.70 to participate in the Florida Department of Education Summer Food Service Program to subsidize the cost of meals served during the operation of the Summer Youth Program.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Riviera Beach in compliance with the Grant Application.

SECTION 3. That the Finance Director is authorized to set up a budget in the Summer Food Grant Fund as follows:

RESOLUTION NO. 43-14

PAGE 3

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

B. GUYTON ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE:

REVENUE:

137-00-334516 SUMMER FOOD GRANT 2014 \$46,329.70

EXPENDITURES:

137-1232-572-0-1201	SALARIES	\$20,442.80
137-1232-572-0-3406	CONTRACT SERVICE	25,386.90
137-1232-572-0-5201	OPERATIONAL SUPPLIES	500.00

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

PASSED AND APPROVED this 31 day of May 2014.

APPROVED:



THOMAS A. MASTERS
MAYOR

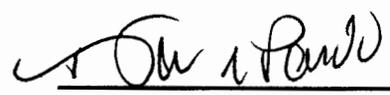


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM

ABSENT

BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 44-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR \$75,000 WITH A GRANT MATCH OF \$75,000 FOR A TOTAL OF \$150,000 FOR FIND PHASE I PART B DESIGN, ENGINEERING AND PERMITTING FOR THE PUBLIC MARINA IMPROVEMENT PROJECT AT THE MUNICIPAL MARINA; AND UPON NOTIFICATION OF AWARD, ACCEPT THE GRANT AND AUTHORIZE THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City has approved the concept plan for the Riviera Beach Marina District; and

WHEREAS, the City is interested in carrying out the following described project for the enjoyment of the citizens of Riviera Beach and the State of Florida:

Project Title: Municipal Marina Construction Phase 1 Part B Design

Total Estimated Cost: \$150,000

Brief Description of Project: This Phase 1 application is to assist the City in the necessary design, engineering, permitting, and bidding for sections 3 & 4 of the second and final construction of the Municipal Marina; and

WHEREAS, the Florida Inland Navigation District Grant Program financial assistance is needed for the Municipal Marina Construction Phase 1 Part B Design project described above; and

WHEREAS, the City has contracted with JH Sprague Consulting, LLC, to prepare the FIND grant application and represent the City of Riviera Beach at required meetings and submit required progress reports to the agency under the existing contract at no additional cost to the city.

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

SECTION 1. The City Council authorizes the City Manager to submit a grant application to Florida Inland Navigation District Grant Program in the amount of \$75,000 with a required match of \$75,000 for a total of \$150,000.

SECTION 2. Upon notification of award the City Council authorizes acceptance of said grant and further authorizes the Director of Finance and Administrative Services to establish the budget

SECTION 3. That City Council approves JH Sprague Consulting, LLC, to prepare the FIND grant application and represent the City of Riviera Beach at required meetings and submit required progress reports to the agency under the existing contract at no additional cost to the City.

SECTION 4. The City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in the Florida Inland Navigation District Grant Program Guidelines, which will be a part of the Project Agreement for any assistance awarded under the proposal.

2. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications thereto unless prior approval for any change has been received from the Florida Fish and Wildlife Commission

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the said City of Riviera Beach for public use.

4. That it will not discriminate against any person based on race, color or national origin in the use of said property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct the facilities to comply with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

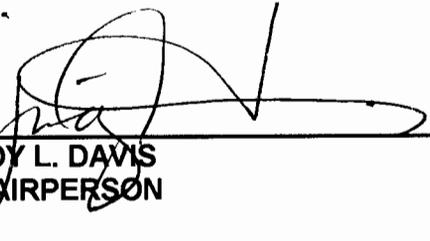
6. That it will make available to the Florida Inland Navigation District, if requested, a post audit of expenses incurred on the project.

SECTION 5. This Resolution shall become effective upon its passage and approval by the City Council.

APPROVED:



THOMAS A. MASTERS
MAYOR

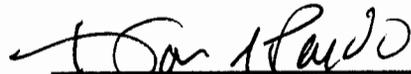


JUDY L. DAVIS
CHAIRPERSON

ATTEST:



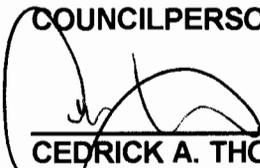
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



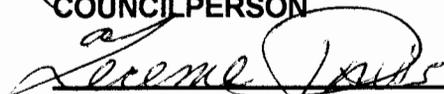
DAWN S. PARDO
CHAIR PRO TEM

ABSENT

BRUCE A. GUYTON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

B. GUYTON ABSENT

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: _____

RESOLUTION NO. 45-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE TRANSFER OF \$399,500 FROM GENERAL FUND CONTINGENCY TO VARIOUS DEPARTMENTAL ACCOUNTS FOR PURPOSES DESCRIBED IN EXHIBIT A, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, departmental budgets were approved in September 2013, however, as the fiscal year progresses, there are unexpected increases in operations. Departments were instructed to review their budgets through the first six months ending March 31, 2014 to determine whether additional funding will be required through September 30, 2014,

WHEREAS, a workshop was held with the City Council on May 5, 2014, staff presented various departmental request and explanations to amend the current year FY14 budget,

WHEREAS, at this time staff is recommending that the City Council approve a transfer from General Fund Contingency to fund the request.

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

SECTION 1. The City Council approves transferring \$399,500 from General Fund Contingency account to various departmental accounts listed below:

<u>TRANSFER FROM:</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
001-0203-519-0-5999	GENERAL FUND CONTINGENCY	399,500.00
<u>TRANSFER TO:</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
001-0203-581-0-0138	TRANSFER TO JAZZ AFTER DARK	25,000.00
001-0409-512-0-3101	CITY CLERK CONTRACT SERV	3,000.00
001-0409-512-0-4701	CITY CLERK PRINTING & BINDING	1,000.00
001-0410-519-0-3101	CITY CLERK ELECTIONS CONTRACT SERV	3,000.00
001-07...-4001	TRAVEL P & Z BOARD MEMBERS	2,500.00
001-08...-521-0-1401	POLICE OVERTIME	100,000.00
001-08...-521-0-4605	POLICE R&M MOTOR VEHICLES	100,000.00

RESOLUTION NO. 45-14
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001-09..-5..-0-1203	FIRE OVERTIME	50,000.00
001-09..-5..-0-3406	FIRE CONTRACT SERVICES	25,000.00
001-09..-5..-0-5202	FIRE FUEL & LUB	15,000.00
	PUBLIC WORKS UTILITIES	
001-1123-519-0-4301	ELECTRICITY	7,000.00
	PUBLIC WORKS REG	
001-1127-541-0-1201	SAL/WAGES	68,000.00
		<u>399,500.00</u>

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

PASSED AND APPROVED THIS 31 **DAY OF** May, 2014.



THOMAS A. MASTERS
MAYOR



JUDY L. DAVIS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMS
COUNCILPERSON

ABSENT

BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 45-14

PAGE 3

MOTIONED BY: C. THOMAS

SECONDED BY: D. PARDO

REVIEWED AS TO LEGAL SUFFICIENCY

D. PARDO AYE

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

J. DAVIS AYE

C. THOMAS AYE

DATE: _____

B. GUYTON ABSENT

T. DAVIS AYE