

RESOLUTION NO. 67-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$25,000 AS COMPLETE AND FINAL SETTLEMENT OF INDEMNITY COMPENSATION, FURTHER LIABILITY FOR FUTURE MEDICAL CARE AND REHABILITATION TO THE CLAIMANT, INCLUSIVE OF ATTORNEY'S FEES AND COSTS; FURTHER AUTHORIZING PAYMENT FROM CITY'S WORKER'S COMPENSATION SETTLEMENT ACCOUNT NUMBER 602-0539-513-0-4508 TO BE REIMBURSED BY THE INSURANCE CARRIER AND APPROVING AN EFFECTIVE DATE.

**WHEREAS**, Mr. Turner suffered an on the job injury on March 24, 2010 and;

**WHEREAS**, Mr. Turner has continuously obtained medical care over the past four (4) years for his workers' compensation injury; and

**WHEREAS**, City's workers' compensation attorney and the City's insurance administrators have agreed that the City should settle this claim.

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

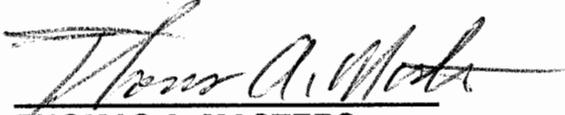
**SECTION 1.** That the City Council hereby authorizes settlement in the matter of Lamar Turner v. City of Riviera Beach for payment of indemnity compensation, further liability for future medical care and rehabilitation to the claimant inclusive of Attorney's fees and costs of the workers' Compensation claim in the total amount of \$25,000.

**SECTION 2.** That the settlement amount of \$25,000 shall be paid from the City's Workers' Compensation Settlement Account No. 602-0539-513-0-4508, said amount to be reimbursed by the insurance carrier and paid after Mr. Turner executes a general release in favor of the City.

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

**PASSED AND APPROVED this 6th day of AUGUST, 2014.**

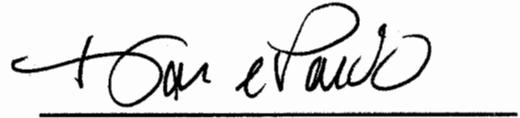
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
CEDRICK A. THOMAS  
COUNCIL PERSON

  
BRUCE A. GUYTON  
COUNCIL PERSON

ABSENT  
TERENCE D. DAVIS  
COUNCIL PERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS AYE

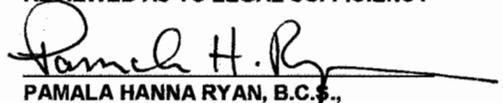
D. PARDO AYE

C. THOMAS AYE

B. GUYTON TARDY

T. DAVIS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/7/14

**RESOLUTION NO. 68-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 444-14 TO ROSSO SITE DEVELOPMENT, INC., OF LAKE WORTH, FLORIDA FOR THE RECONSTRUCTION OF WEST 37<sup>TH</sup> STREET BETWEEN AVENUE J AND AVENUE K IN THE AMOUNT OF \$343,407.71; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City solicited contractors for the reconstruction of West 37<sup>th</sup> Street between Avenue J and Avenue K through the issuance of Bid Number 444-14; and

**WHEREAS**, Rosso Site Development, Inc., of Lake Worth, Florida was the lowest responsive and responsible bidder.

**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 accepts the bid proposal and awards a Construction Services Contract to the lowest responsive and responsible bidder in the amount \$343,407.71 for the reconstruction of West 37<sup>th</sup> Street between Avenue J and Avenue K.

**SECTION 2.** The Finance Director is authorized to make payment for same from the following accounts:

108-0716-541-3-6355	\$188,761.00
301-1116-541-2-6355	\$92,433.77
460-1127-541-0-6355	\$84,006.56
412-1437-533-0-6352	\$12,547.15

**SECTION 3.** The City Manager is authorized to approve Change Orders up to ten percent (10%).

**SECTION 4.** The Mayor and City Clerk are authorized to execute the Contract.

**SECTION 5.** That the Resolution takes effect upon its passage and approval by City Council.

**PASSED and APPROVED this 6TH day of AUGUST, 2014.**

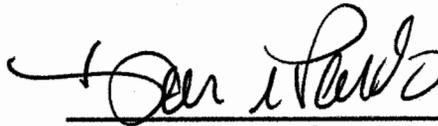
APPROVED:

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

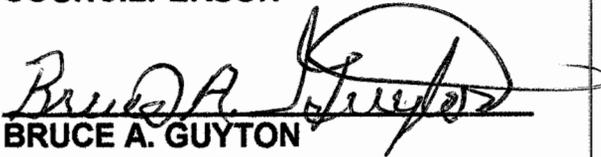
  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

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

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

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

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

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON TARDY

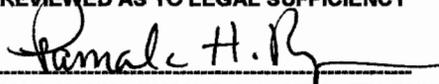
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/7/14

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 6TH day of AUGUST, 2014 by and between the CITY OF RIVIERA BEACH, a municipal corporation, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Rosso Site Development Inc.

[ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 45-4460836.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of Street Reconstruction of West 37th Street between Avenue J and Avenue K, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Terrence Bailey, P.E., City Engineer, telephone no. 561-845-3472.

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
  
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to five hundred dollars (\$500) for each day elapsing between the 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 Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
  
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

### ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed **\$343,407.71**, which reflects the amount of funds budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. Progress Payments - Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice

are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

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

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

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval, at CITY's sole discretion, must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

The 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 CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR'S subcontractors must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall

require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

### **ARTICLE 8 – SBE PARTICIPATION**

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

### **ARTICLE 9 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The 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 CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

### **ARTICLE 10 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

### **ARTICLE 11 - INSURANCE**

A. Prior to execution of this Contract by the CITY, the 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 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 CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the 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 CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the 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, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

## **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers 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 CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article 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.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

**ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES**

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator’s fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. 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.

**ARTICLE 15-REMEDIES**

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.

**ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the

CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the 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 CONTRACTOR'S request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress 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 CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR'S sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

## **ARTICLE 18 - INDEBTEDNESS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the 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.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

**ARTICLE 21 - CONTINGENT FEES**

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 Contract and that it 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 or making of this Contract.

**ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

**ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

**ARTICLE 24 - ENFORCEMENT COSTS**

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.

## **ARTICLE 25 – LICENSES, APPROVALS AND PERMITS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining, paying for, and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

## **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the 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 affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY's designated representative and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH.

## **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

**Terrence Bailey, P.E., City Engineer  
Engineering Division, City of Riviera Beach  
2391 Avenue L  
Riviera Beach, Florida 33404**

And if sent to the CONTRACTOR shall be mailed to:

**Joseph A. Rosso  
111 Vassar Drive  
Lake Worth, Fl 33460**

## **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

## **ARTICLE 31 - SPECIAL CONDITIONS**

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company

shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.

2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

### **ARTICLE 32 – INSPECTION OF WORK**

The CITY'S representative and the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR'S expense.

### **ARTICLE 33– WARRANTY/GUARANTY**

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of West 37th Street shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a period of one (1) year. Upon receipt of notice from the CITY of failure 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 CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct West 37th Street.

## **ARTICLE 34 – PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S 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 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.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the 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.

## **ARTICLE 35 – TIME**

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

## **ARTICLE 36 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

## **ARTICLE 37 - WAIVER**

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

## **ARTICLE 38 - PREPARATION**

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

### **ARTICLE 39 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

### **ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY**

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Oneal Bates, President of B&B Underground Contractors, Inc., hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

### **ARTICLE 41 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

### **ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of roadway design plans, construction specifications, and the contract manual including this Contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and the Plans and Specifications. To the extent that there exists a conflict between this Contract and the Plans and Specifications, 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.

### **ARTICLE 43 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved, in writing, by both the CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

### **ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

## **ARTICLE 45 -- SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

## **ARTICLE 46 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;
- c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR'S notice of any such default.

## **ARTICLE 47 - WAIVER OF SUBROGATION**

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 48 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

**ARTICLE 49 – SUBRECIPIENT REQUIREMENTS**

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

**ARTICLE 50 – WAIVER OF TRIAL BY JURY**

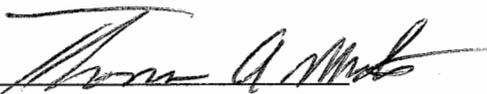
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

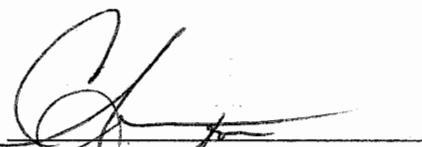
CITY OF RIVIERA BEACH

CONTRACTOR

BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
JOSEPH A. ROSSO,  
PRESIDENT

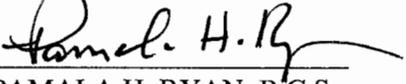
ATTEST:

BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
BRYNT JOHNSON, DIRECTOR  
PUBLIC WORKS DEPARTMENT

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

Date: 7/23/14

## **EXHIBIT "A"**

### **SCOPE OF WORK**

**The project involves the full reconstruction of West 37th Street between Avenue J and Avenue K in the City of Riviera Beach, Florida. The work includes, but is not limited to the reconstruction of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of portions of the existing water main and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities as shown on the approved construction plans.**

**The Work Schedule is integral part of Exhibit A, in accordance with Article 2 (C).**

**Reports and other required documentation shall be delivered timely and completed in accordance with Sections 1015, 1310, 1720, 1740 and other, and such submittal requirements are integral part of Exhibit A.**

**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.

WEST 37th STREET IMPROVEMENTS					ESTIMATE	
City of Riviera Beach Palm Beach County, Florida City Project # R2014-0141 STANTEC PROJECT #: 215311674						
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
			Total	Unit	\$	\$
<b>Water, Sanitary, Drainage and Roadway Items</b>						
<b>Preparatory Items</b>						
1	101-1	Mobilization	1	LS	21701.27	21701.27
2		Permit Fee (Reimbursable)	1	EA	\$9,000.00	\$9,000.00
3	102-1	Maintenance of Traffic	1	LS	1828.50	1828.50
4	104-0	Erosion and Turbidity Control NPDES Compliance	1	LS	1183.70	1183.70
5	110-1-1	Cleaning and Grubbing	1	LS	7051.95	7051.95
6	110-1-1	Removal of Existing Pavement (Driveways Outside R/W)	1	LS	1835.50	1835.50
7	110-7-1	Relocation of Mailboxes	4	EA	14.14	56.56
8	190-4	Stabilized Subgrade (Type B) (12" Min. LBR 40)	2,245	SY	6.95	15602.75
9	230-1-4	Unscreened Base Course (4" Under Curb)	402	SY	14.92	5997.84
10	330-1-8	Unscreened Base Course (8")	1,643	SY	12.38	22816.24
11	327-70-1	Mill and Resurface Existing Asphalt Pavement (1" Type S-W)	1,854	SY	13.20	24472.80
12	334-1-12	Type S-1 Structural Course (3-1/2")	1,643	SY	10.78	19775.31
13	337-7-30	Type S-11 Friction Course (3/4")	1,643	SY	11.00	20273.00
14	425-1-201	Curb Inlet, Type B (x10) Modified (include Top Slab & Gate)	2	EA	2103.50	7271.00
15	425-1-201	Valley Gutter Inlet (x10) Modified (incl. Top Slab and Gate)	2	EA	2103.50	7271.00
16	425-2-41	Manholes, P-7, (x10) Modified	2	EA	4609.00	9218.00
17	425-2-42	Manholes, P-7, (x10) Modified	1	EA	5209.00	5209.00
18	425-2-71	Manholes, J-7, (x10) Modified (Dog House Structure)	1	EA	8508.50	8508.50
19	425-2-71	Manholes, J-7, (x10) Modified	1	EA	6314.00	6314.00
20	430-1-75-11	Concrete Pipe Culvert (18" Soils) (include Trenching & Backfilling)	140	LF	44.94	6291.60
21	430-1-75-11	Concrete Pipe Culvert (18" Soils) (include Trenching & Backfilling)	20	LF	52.80	1056.00
22	443-70-8	48" Excavation Trench (include 18" Slotted RCP)	150	LF	96.03	14404.50
23	443-70-8	48" Excavation Trench (include 18" Slotted RCP)	115	LF	94.00	10810.00
24	520-1-10	Concrete Curb and Gutter (Type F)	410	LF	15.40	6314.00
25	520-3	Concrete Valley Gutter (24" Wide)	1,831	LF	12.98	13382.38
26	520-1	Concrete Sidewalk (4" Thick)	425	SY	39.99	16995.75
27	522-2	Concrete Driveway Retain (4" Concrete)	272	SY	48.48	13136.56
28	527-1	Decorative Warning Surface	96	SF	44.00	2640.00
29	570-1-2	Soil (Match Existing) (include Watering and Maintenance)	1,000	SY	5.50	5500.00
<b>Subtotal Roadway Items</b>						<b>286,043.81</b>
<b>Signaling and Marking</b>						
30	700-20-41	R1-1 Sign Assembly w/ D-3 Signs (2 Blade)	2	EA	539.00	1078.00
31	700-20-41	R2-1 Sign Assembly	4	EA	192.50	770.00
32	700-20-41	R1-5 w/ Children At Play Sign Assembly	2	EA	192.50	385.00
33	700-20-13	R9-9 Cap Assembly	1	EA	192.50	192.50
34	700-20-11	Remove Existing Signs	5	EA	55.00	275.00
35	700-95	Project Identification Sign	2	EA	400.00	800.00
36	700-3	Retro-Reflective Pavement Marker	30	EA	16.05	481.50
37	711-11-111	Thermoplastic Solid Strips (12" Wide)	122	LF	4.40	536.80
38	711-11-125	Thermoplastic Solid Strips (24" Wide)	75	LF	16.10	1207.50
39	711-11-221	Thermoplastic Solid Strips (6" Double Yellow)	280	LF	2.20	616.00
<b>Subtotal Signaling and Marking</b>						<b>5383.80</b>

**EXHIBIT "B" cont**

**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.

WEST 37th STREET IMPROVEMENTS				ESTIMATE		
City of Riviera Beach Palm Beach County, Florida City Project # R2014-0141 STANTEC PROJECT #: 215811874						
Item No.	Pay Item No.	Description	Quantity		Unit Price	Total
<b>Water and Sewer Utilities</b>						
40	1050-11-424	8" DIP Water Main (include Trenching & Backfilling)	110	LF	107.92	7472.30
41	1055-11-414	8" DIP 45 Degree Bend	2	EA	539.00	1078.00
42	1055-11-424	8" x 8" DIP Tee	1	EA	715.00	715.00
43	1055-11-424	8" x 8" DIP Tee (Installation Only)	1	EA	275.00	275.00
44	1055-11-444	8" Coupling/Hydrant	2	EA	1694.00	3388.00
45	1080-11-304	8" Gate Valve (Installation Only)	1	EA	302.50	302.50
46	1080-11-404	8" Gate Valve	1	EA	1754.50	1754.50
47	1080-11-404	8" Gate Valve (Installation Only)	1	EA	341.00	341.00
48	1080-15	Adjust Existing Utility Fixtures, Valves, Boxes and Meter Boxes	1	LS	1771.00	1771.00
49	1644-316-08	Fire Hydrant (Installation Only)	1	EA	1430.00	1430.00
50	1698-191-502	Meter Box Installation (Include Tying Into Existing Water Meter)	4	EA	1397.00	5588.00
51		Sanitary Manhole Inflow Protector	4	EA	148.50	594.00
52	9999	Record Drawings	1	LS	2058.72	2058.72
<b>Subtotal Water and Sewer Utilities</b>						<b>216768.00</b>
<b>Accessory Items</b>						
53	1698-191-502	1" PE Single Water Service with Meter Box (Include Trenching & Backfilling)	4	EA	2062.50	8250.00
54	1698-191-502	1 1/2" PE Double Water Service with Meter Boxes (Include Trenching & Backfilling)	4	EA	2909.50	11638.00
55	1598-761-085	Single Sanitary Sewer Service 8" PVC	4	EA	1331.00	5324.00
<b>Subtotal Miscellaneous</b>						<b>25212.00</b>
<b>GRAND TOTAL</b>						<b>343407.71</b>

three hundred forty three thousand four hundred seven dollars & seventy one cents (\$343,407.71)

SUBMITTED BY: Rosso Site Development, Inc.

SIGNED DATE: [Signature]

NAME PRINTED: Joseph Rosso U

TITLE: President



# CERTIFICATE OF LIABILITY INSURANCE

ROSSI02

OP ID: SE

DATE (MM/DD/YYYY)

07/14/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gateway Insurance Agency Surety Corp 2430 West Oakland Park Blvd. Ft. Lauderdale, FL 33311	CONTACT NAME: <b>Lawrence T Dwyer</b>
	PHONE (A/C, No, Ext): <b>954-735-5500</b> FAX (A/C, No): <b>954-735-2852</b>
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>Wesco Ins Company</b>	NAIC # <b>25011</b>
INSURER B: <b>Liberty Mutual Group</b>	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **Rosso Site Development, Inc.**  
Attn: Blair Simpson  
111 Vassar Drive  
Lake Worth, FL 33460

**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 W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		WPP1124632 01	11/08/2013	11/08/2014	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
							MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
B	AUTOMOBILE LIABILITY			BAS55968330	11/08/2013	11/08/2014	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Street & Road Construction  
Certificate holder is listed as Additional Insured with respect to the General Liability when requested by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

CITRI01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CITY OF RIVERIA BEACH 600 W BLUE HERON BLVD RIVERIA BEACH, FL 33404	AUTHORIZED REPRESENTATIVE 

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Client#: 1113961

ROSSOSIT

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/15/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services, LLC 2054 Vista Pkwy, Suite 400 West Palm Beach, FL 33411-2718 561 693-0500	<b>CONTACT NAME:</b> Brian Cronin	
	<b>PHONE (A/C, No, Ext):</b> 561 693-0500	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Star Insurance Company		18023
<b>INSURER B:</b> Federal Insurance Company		20281
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

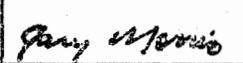
**INSURED**  
 Rosso Site Development, Inc.  
 111 Vassar Dr.  
 Lake Worth, FL 33460

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	WC0770653	11/08/2013	11/08/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
<b>B</b>	<b>Equipment Floater</b>		45467433	12/03/2013	12/03/2014	Rented / Leased Equip \$292,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Riviera Beach 600 West Blue Heron Blvd Riviera Beach, FL 33404	<b>CANCELLATION</b>  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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**CONTRACT PERFORMANCE BOND**

**Bond # 964121071**

**BY THIS BOND**, we, Rosso Site Development, Inc., as Principal and Ohio Casualty Insurance Company, a Corporation, as Surety, whose address is 62 Maple Avenue Keene, NH 03431, are bound to The City of Riviera Beach, a political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter called the CITY, for the sum of \$ 343,407.71, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, 2014 between Principal and the CITY, Contract No. R2014-0141, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays the CITY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract and;
3. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force. Whenever Principal shall be, and declared by the CITY to be in default under the Contract, the CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the CITY elects, upon determination by the CITY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the CITY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the CITY to Principal under the Contract and any amendments thereto, less the amount properly paid by the CITY to Principal.

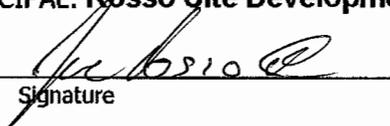
Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by the CITY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

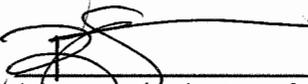
Dated on July 15th, 2014

PRINCIPAL: **Rosso Site Development, Inc.**

By:   
Signature

**Joseph A Rosso II, President**

Title



Attest as to the signature of Principal

**Blair Simpson, Secretary**

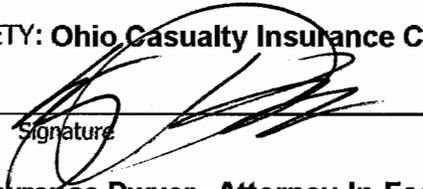
Title

(SEAL)

Address: 111 Vassar Drive

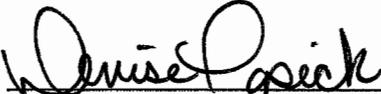
Lake Worth, FL 33460

SURETY: **Ohio Casualty Insurance Company**

By:   
Signature

**Lawrence Dwyer, Attorney-In-Fact**

Title



Attest as the signature of Surety

**Denise Popick, Resident Agent**

Title

(SEAL)

Address: 62 Maple Avenue

Keene, NH 03431

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**CONTRACT PAYMENT BOND**

**Bond # 964121071**

**BY THIS BOND, WE, Rosso Site Development, Inc.**, as Principal and **Ohio Casualty Ins Co**, a Corporation, as Surety, whose address is **62 Maple Avenue Keene, NH 03431**, are bound to the City of Riviera Beach, a political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter called The CITY, in the sum of \$ **343,407.71**, for payment 'of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated \_\_\_\_\_, 2014, between Principal and the CITY for construction of West 37<sup>st</sup> Street Roadway Reconstruction (Between Avenue J and Avenue K), Contract No. **R2014-0141**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Pays the CITY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract;

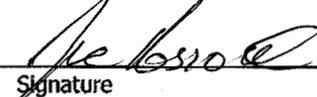
then this bond is void; otherwise It remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

*See Section 713.23, Florida Statutes as amended for the notice and time limitations for claimants.*

Dated on July 15th, 2014

PRINCIPAL: **Rosso Site Development, Inc.**

By:   
Signature

**Joseph A Rosso II, President**  
Title

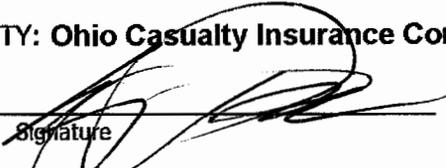
  
Attest as to the signature of Principal

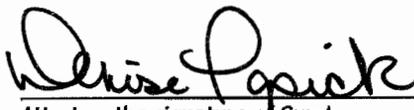
**Blair Simpson, Secretary**  
Title

(SEAL)

Address: 111 Vassar Drive  
Lake Worth, FL 33460

SURETY: **Ohio Casualty Insurance Company**

By:   
Signature  
Lawrence Dwyer, Attorney-In-Fact  
Title

  
Attest as the signature of Surety

Denise Popick, Resident Agent  
Title

(SEAL)

Address: 62 Maple Avenue  
Keene, NH 03431

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6292825

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

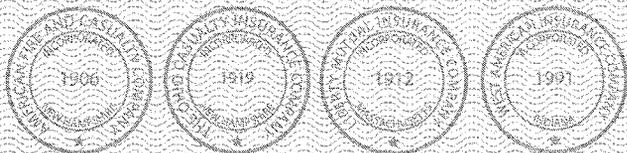
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christa Amato; David D. Stanton; James O. Sharp; Lawrence T. Dwyer; Luisa Kipple

all of the city of OAKLAND PARK, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 17th day of September, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 20 14.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

RESOLUTION NO. 69-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 414-13 TO ACF STANDBY SYSTEMS LLC., OF TAMPA, FLORIDA TO PROVIDE GENERAL MAINTENANCE, PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR SERVICES FOR ALL CITY-OWNED GENERATORS IN AN AMOUNT NOT TO EXCEED \$60,000.00 ANNUALLY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MAINTENANCE SERVICES AGREEMENT; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM VARIOUS DEPARTMENTAL ACCOUNTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has multiple standby building generators and portable generators that require general and preventative maintenance service as well as emergency repairs to remain operational; and

**WHEREAS**, the City does not currently have a generator maintenance company under contract to provide the necessary services; and

**WHEREAS**, the city solicited bids and received numerous responses with ACF Standby Systems, LLC being the lowest responsive and responsible bidder.

**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 accepts the bid proposal and awards a Maintenance Services Agreement to the lowest responsive and responsible bidder ACF Standby Systems, LLC in an not to exceed \$60,000.00 annually for regular and preventative maintenance, and emergency generator repairs.

**SECTION 2.** That the Director of Finance and Administrative Services is authorized to make payment for same from various departmental accounts.

**SECTION 3.** That the Mayor and City Clerk are authorized to execute the agreement.

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

**PASSED and APPROVED** this 6TH day of AUGUST, 2014.

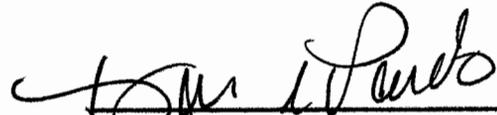
APPROVED:

  
\_\_\_\_\_  
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

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

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

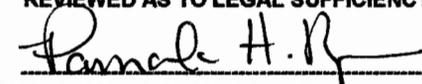
B. GUYTON TARDY

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS ABSENT

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

DATE: 8/7/14

## CITYWIDE GENERATOR REPAIR AND MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 6TH day of AUGUST, 2014 by and between **ACF STANDBY SYSTEMS, LLC.**, hereinafter referred to as "**Independent Contractor**," whose Federal I.D. number is 26-1240400 and whose mailing address is 9311 Solar Drive, Tampa, FL 33619 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 Agreement do hereby agree as follows:

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing general maintenance, preventative maintenance and emergency repairs to all building backup/standby and portable generators. The scope of work is as set forth more fully in the General Terms and Conditions and Special Terms and Conditions in Bid No. 414-13, Exhibit "A" attached hereto and incorporated herein by reference.
2. The total and cumulative amount of this Agreement shall not exceed \$60,000 annually. The City shall not reimburse the 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 Exhibit "A".
3. This Contract consists of this Contract, Bid No. 414-13 (Exhibit "A") and the Independent Contractor's fee proposal (Exhibit "B"). The Independent Contractor agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others.
4. The period of the Contract shall be three (3) years, with an option to renew the contract for two (2) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written Agreement and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial three (3) year period of the contract with a three percent (3%) price adjustment made upon the first renewal. Any additional renewals shall be approved and executed by the City Manager on behalf of the City.
5. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances governing the work to be performed. 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 Agreement from any federal, state, regional, county, or city agency.
6. 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 Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
7. 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.
8. 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.

9. 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.

10. 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.

11. Prior to execution of this Agreement 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 Agreement.

12. The Independent Contractor shall maintain, during the life of this Agreement, 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

13. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 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.

14. The Independent Contractor shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the City.

15. All work and materials, other than the replacement parts, performed and installed by the Independent Contractor under this Contract as it relates to generator maintenance and repairs shall be guaranteed by the Independent Contractor for a period of ninety (90) days from the date of service, thereof against defective design and workmanship. A one (1) year manufacturer's warranty is required on replacement parts. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with corrective or new works, parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Contractor and seek any and all legal remedies to enforce the same.

16. All emergency services to be purchased and performed under the terms of this Agreement shall be within two (2) hours from time of notification to the Contractor by the designated City representative. Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification by the designated City representative. The timely delivery and performance of said services being essential conditions of this Agreement. If the services are not performed according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated

damages, a sum equal to one hundred dollars (\$100.00) for each hour elapsing between expiration of such time limit and the arrival of the Contractors personnel to begin required electrical service. Liquidated damages shall apply except for those circumstances deemed as acts of god, inaccessibility of roads and traffic delays. However, under no circumstance, including acts of god, inaccessibility of roads and traffic delays shall the response time exceed four (4) hours for emergencies.

17. The Independent Contractor shall provide the City with a written warranty of its work and with a copy of any and all applicable manufacture's warranty as it relates to the materials and parts used to accomplish the work.

18. 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 Agreement.

19. 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.

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

21. 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 affect 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 Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

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 Council or its designated representative.

22. This Agreement 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 Agreement will be held in Palm Beach County.

23. 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.

24. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses

incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

25. **PUBLIC RECORDS:** The Independent Contractor shall comply with Florida's Public Records Act, 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 Agreement.
- (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 Independent Contractor upon termination of this Agreement 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.

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

27. This Agreement 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 Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he 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 Agreement.

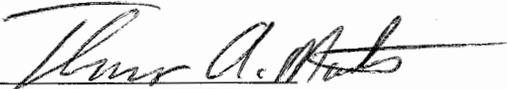
28. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

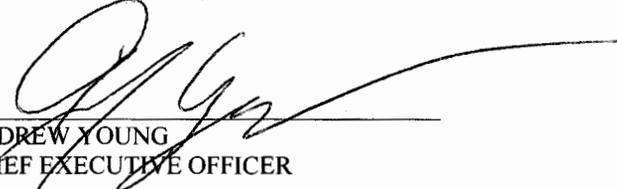
**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

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

CITY OF RIVIERA BEACH

ACF STANDBY SYSTEMS, LLC.

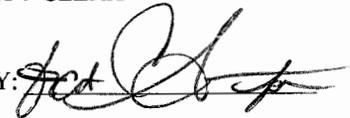
BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
ANDREW YOUNG  
CHIEF EXECUTIVE OFFICER

ATTEST:

CARRIE E. WARD, MMC  
CITY CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA HANNA RYAN  
CITY ATTORNEY

BY:   
BRYNT JOHNSON  
DIRECTOR OF PUBLIC WORKS

DATE: 8/11/14

COMPANY NAME	Tampa Armature Works 6312 78 <sup>th</sup> Street Riverview, Florida 33578		Pantropic Power 8205 NW 58th Street Miami, Florida 33166		ACF Standby Systems, LLC 9311 Solar Dr. Tampa, Florida 33619	
	Initial Cost 1st year of 24 Month Term	2 <sup>ND</sup> Year Cost of 24 Month Term	Initial Cost 1st year of 24 Month Term	2 <sup>ND</sup> Year Cost of 24 Month Term	Initial Cost 1st year of 24 Month Term	2 <sup>ND</sup> Year Cost of 24 Month Term
Annual Preventative Maintenance	\$16,290.00	\$14,490.00	\$29,610.00	\$30,502.00	\$ 17,181.00	\$ 12,997.00
Semi-Annual Preventative Maintenance	\$3,195.00	\$2,835.00	no bid	no bid	\$ 2,358.00	\$ 1,350.00
Quarterly Preventative Maintenance	\$33,065.00	\$28,740.00	\$39,614.00	\$43,549.00	\$ 32,763.25	\$ 24,959.00
Sub Totals	\$52,550.00	\$46,065.00	\$69,224.00	\$74,051.00	\$ 52,302.25	\$ 39,306.00
<b>BID TOTAL</b>		<b>\$98,615.00</b>		<b>\$143,275.00</b>		<b>\$91,605.25</b>
Comments:						
COMPANY NAME	Genset Service, Inc.; 3100 Gateway Drive; Pompano Beach, FL 33069					
	Initial Cost 1st year of 24 Month Term	2 <sup>ND</sup> Year Cost of 24 Month Term				
<b>BID TOTAL</b>		No Bid				
Comments:						

RESOLUTION NO. 70-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALARY INCREASE OF AN ADDITIONAL FIVE PERCENT (5%) FOR THE ASSISTANT CHIEF OF POLICE, OPERATIONS AND INVESTIGATIONS BUREAU; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Police Department conducted an extensive selection process in order to identify qualified Law Enforcement professionals for the position of Assistant Chief of Police of the Operations and Investigations Bureau. Major Robert Coppin emerged from the process as the most qualified candidate and was appointed to the position of Assistant Chief of Police July 9, 2014; and

**WHEREAS**, the base salary received by the Assistant Chief of Police Robert Coppin upon his appointment was \$88,063, which represents ten percent (10%) above the minimum salary for an Assistant Chief of Police; and

**WHEREAS**, staff recommends a fifteen percent (15%) increase; and

**WHEREAS**, in order to provide the fifteen percent (15%) increase, staff recommends an additional five percent (5%) increase with city council approval; and

**WHEREAS**, an adjustment is required to eliminate salary compression which occurs between the ranks of Major and an Assistant Chief; and

**WHEREAS**, the Operations Bureau is the largest bureau within the Police Department, consisting of approximately 100 Sworn and another 26 Civilian positions; and

**WHEREAS**, the requested increase can be funded within the current budget allocation for the position; and

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

**SECTION 1:** The City Council approves the five percent (5%) salary increase of the Assistant Chief of Police Robert Coppin, making the base salary \$92,466.

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

PASSED and APPROVED this 6TH day of AUGUST, 2014.

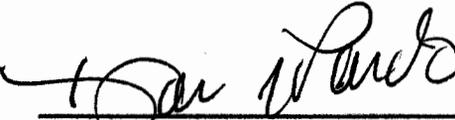
APPROVED:

  
\_\_\_\_\_  
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

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

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

J. DAVIS AYE

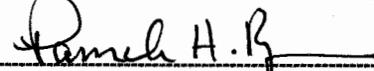
D. PARDO AYE

B. GUYTON TARDY

C. THOMAS AYE

T. DAVIS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/7/14

**RESOLUTION NO. 71-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$36,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR PRIORITY DNA PROCESSING, MOBILE FORENSIC TECHNOLOGY, AND PROMOTIONAL ITEMS AND EVENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Police Department, as part of its ongoing endeavors to service the residents of the City of Riviera Beach, recognizes the need for Crime Prevention Programs; and

**WHEREAS**, the institution of Priority DNA Processing and Mobile Forensic Technology will greatly enhance the Police Department's investigative processes and procedures; and

**WHEREAS**, the Police Department seeks funding to implement several crime prevention efforts, and institute the use of Priority DNA Processing and Mobile Forensic Technology; and

**WHEREAS**, the request is consistent with the provisions of Florida State Statute §932.7055.

**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 approves the crime prevention initiatives and the investigative processes as set for by the Police Department.

**SECTION 2:** The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund for these expenditures as follows:

150-0822-521-0-5206	Priority DNA Processing	\$20,000
150-0822-521-0-5206	Mobile Forensic Tech	\$ 6,000
150-0817-521-0-4801	Promotional Activities	\$10,000

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

**PASSED AND APPROVED this 6TH day of AUGUST, 2014.**

RESOLUTION NO. 71-14  
PAGE 2

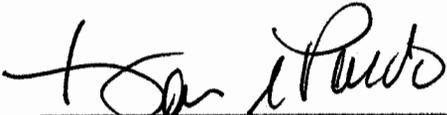
APPROVED:

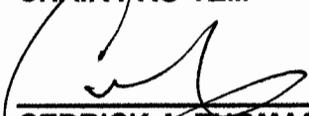
  
THOMAS A. MASTERS  
MAYOR

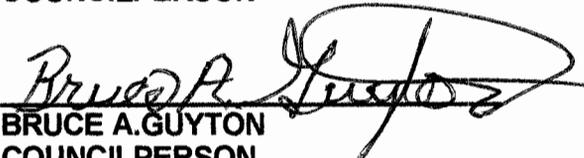
  
JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
BRUCE A. GUYTON  
COUNCILPERSON

ABSENT  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON TARDY

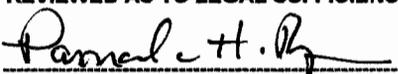
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/7/14

RESOLUTION NO. 72-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THREE (3) LEASE RENEWAL AGREEMENTS FOR COMMERCIAL RENTABLE SPACE LOCATED AT 2051 MLK BLVD. WITH GSH HOLLY, LLC, PREVIOUSLY HEATHER CROFT, LLC TO PROVIDE FIFTEEN THOUSAND THREE HUNDRED SIXTY-SEVEN SQUARE FEET (15,367 SQ. FT.) FOR CODE ENFORCEMENT, POLICE DETECTIVES AND CIVIL DRUG COURT OPERATIONS AT AN ANNUAL COST OF \$222,822, TWO THOUSAND SIX HUNDRED FIFTY-EIGHT SQUARE FEET (2,658 SQ. FT.) FOR HUMAN RESOURCES OPERATIONS AT AN ANNUAL COST OF \$38,541, AND NINETEEN HUNDRED AND FORTY-ONE SQUARE FEET (\$1,941) FOR THE JUSTICE SERVICES CENTER PROGRAM AT AN ANNUAL COST OF \$28,143 AND AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FOR SAME FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AND EFFECTIVE DATE.

**WHEREAS**, on October 3rd of 2012, City Council approved resolution 117-12 authorizing three (3) two-year lease renewal agreements with GSH Holly, LLC to provide required rental accommodations for Code Enforcement, Police Detectives, the Civil Drug Court, Human Resources and the Justice Services Program operations; and

**WHEREAS**, The lease renewals for the 15,367 square feet rented for Police, Code Enforcement and Civil Drug Court operations, 2,658 square feet of commercial rentable space for Human Resources operations and the 1,941 square feet of commercial space needed to accommodate the Justice Services Center will expire on August 01, 2014; and

**WHEREAS**, staff has successfully completed negotiations for new lease renewal terms for each of the three (3) leases to include fair and competitive rental rates (**\$14.50 sq. ft. including all utilities, building repair/maintenance and janitorial services**) and flexible termination options to best serve and protect the interest of the City; and

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute the 4th amendment to the Port Center Lease Agreement for a one (1) year and five (5) month renewal term with GSH Holly LLC, formerly Heather Croft LLC, for 15,367 sq. ft. of rentable commercial office space at the Port Center (2051 MLK BLVD.) for Code Enforcement, Police Detectives and Civil Drug Court operations at a cost of \$14.50 per square feet for an annual lease cost of \$222,822.

**SECTION 2.** The Mayor and City Clerk are also authorized to execute the 3<sup>rd</sup> amendment to the Port Center Lease Agreement for a three (3) year renewal term with GSH Holly LLC, formerly Heather Croft LLC, for 2,658 sq. ft. of rentable commercial office space at the Port Center (2051 MLK BLVD.) for Human Resources operations at a cost of \$14.50 per square feet for an annual lease | cost of \$38,541.

**SECTION 3.** The Mayor and City Clerk are further authorized to execute the 4th amendment to the Port Center lease for a two (2) year renewal term with GSH Holly LLC, formerly Heather Croft LLC, for 1,941 square feet of office space needed to accommodate the Justice Services Center Program operations at a cost of \$14.50 per square feet for an annual lease cost of \$28,143.

**SECTION 4.** The Finance Director is authorized to make monthly payments in the amount of \$18,568.46 for the 15,367 sq. ft. utilized by Code Enforcement, Police Operations and the Civil Drug Court; \$2,345.38 for 1,941 sq. ft. used for the Justice Services Center operations; and \$3,212 for the 2,658 sq. ft. of office space needed for Human Resources operations from the appropriate operating accounts.

**SECTION 5.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED this 6TH day of August, 2014**

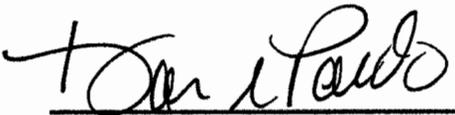
APPROVED:

  
\_\_\_\_\_  
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

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

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: \_\_\_\_\_

## FOURTH AMENDMENT TO LEASE

This **FOURTH AMENDMENT TO LEASE**, made the 6TH day of         
AUGUST, 2014, and between **GSH Holly, LLC**, previously known as **Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated March 1, 2005, First Amended on June 11, 2008, Second Amended on April 20, 2011, and Third Amended on October 3, 2012, between the parties hereto, (the "Lease") Landlord, Heather Croft, LLC, and Mount Holly, LLC, leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the first floor, Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease, First Amendment, Second Amendment and Third Amended as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of one (1) year and five (5) months.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit "A" and attached to this Third Amendment.
2. Deletion and Replacement of Paragraph 2a and 2b. Term and Rent.  
All provisions of Paragraph 2a and 2b shall be deleted in their entirety and replaced with new language as follows:
  2. Terms and Rent
    - A. The term of the lease shall be extended from August 1, 2014 and terminate at 12:00 midnight on December 31, 2015, unless sooner terminated as herein provided. Tenant shall have the right to cancel this lease after January 31, 2015 with ninety (90) days prior written notice to Landlord.
    - B. The beginning rent for the term of the lease will be \$14.50 per square foot and without any increases.

3. Tenant accepts the space "as-is" for this extended term.
4. The Referenced Data Sheet and the Lease are modified to provide that they Landlord's name is changed from Heather Croft, LLC and Mount Holly, LLC to GSH Holly, LLC.

Except as expressly modified in this Fourth Amendment, the Lease Agreement, First Amendment Second Amendment and Third Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this **FOURTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

\_\_\_\_\_  
As to Landlord

\_\_\_\_\_  
As to Landlord

**GSH HOLLY LLC, (Landlord)**

By: \_\_\_\_\_

**DAVID BRAKA**  
Vice President

WITNESS:

\_\_\_\_\_  
As to Tenant

Carrie E. Ward  
Master Municipal Clerk  
City Clerk

**CITY OF RIVIERA BEACH**  
**("Tenant")**

By: \_\_\_\_\_

**MAYOR, THOMAS A. MASTERS**

APPROVED AS TO TERMS AND  
CONDITIONS

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

**BENJAMIN GUY**  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**PAMALA H. RYAN**  
CITY ATTORNEY

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

<b>DATE OF LEASE:</b>	<b>March 1, 2005</b>
<b>DATE OF FIRST AMENDMENT:</b>	<b>June 11, 2008</b>
<b>DATE OF SECOND AMENDMENT:</b>	<b>April 20, 2011</b>
<b>DATE OF THIRD AMENDMENT:</b>	<b>October 3, 2012</b>
<b>FOURTH AMENDMENT EFF. DATE:</b>	<b>August 1, 2014</b>
<b>LANDLORD:</b>	<b>GSH Holly, LLC</b>
<b>LANDLORD'S ADDRESS:</b>	<b>450 Seventh Avenue. 45<sup>th</sup> Floor New York, New York 10123</b>
<b>TENANT:</b>	<b>City of Riviera Beach, Florida</b>
<b>TENANT'S ADDRESS:</b>	<b>600 West Blue Heron Boulevard Riviera Beach, FL 33404</b>
<b>DEMISED PREMISES:</b>	<b>Approximately Fifteen thousand, three hundred sixty-seven square ft. (15,367 sq. ft) rentable square feet on the 1st floor of the Building. More particularly described as BIG H &amp; SONS SALES &amp; STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT &amp; TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.</b>
<b>LEASE TERM:</b>	<b>Additional One (1) year and five (5) months from August 1, 2014.</b>
<b>CANCELLATION OPTION:</b>	<b>Tenant shall have the right to cancel this lease any time after January 1, 2015, with ninety (90) days written notice to Landlord and without penalty.</b>

**ANNUAL RENT:** The rent for the entire renewal term will be \$14.50 per square foot. The new rental rate shall not increase during the extended term of this Lease.

**PREPAYMENT OPTION:** Tenant shall have the right to prepay their rent on an annual basis at the beginning of the annual rental term. If Tenant elects to prepay its rent, Landlord will discount the rent by two and one half percent (2 ½ %) as an incentive. Otherwise, Tenant shall pay monthly in accordance to this agreement.

**EXPIRATION DATE OF LEASE TERM:** December 31, 2015

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None.

**SECURITY DEPOSIT:** None.

## FOURTH AMENDMENT TO LEASE

This **FOURTH AMENDMENT TO LEASE**, made the ~~6TH~~ day of AUGUST, 2014 and between **GSH Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated June, 18, 2008 and First Amended in March of 2009, Second Amended on April 20, 2011, and Third Amended on October 3<sup>rd</sup>, 2012, between the parties hereto, (the "Lease") Landlord leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the third floor (1,941 r.s.f.), Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease, First Amendment, Second Amendment, and Third Amendment as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of two (2) years.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit "A" and attached to this Fourth Amendment.
2. Deletion and Replacement of Paragraph 2a and 2b. Term and Rent.  
All provisions of Paragraphs 2a and 2b shall be deleted in their entirety and replaced with new language as follows:
  2. Terms and Rent
    - A. The term of the lease shall be extended from August 1, 2014, and terminate at 12:00 midnight on July 31, 2016, unless sooner terminated as herein provided. Tenant shall have the right to cancel this lease with ninety (90) days prior written notice to Landlord.
    - B. The beginning rent for the term of the lease will be \$14.50 per square foot and without any increases.
3. Tenant accepts the space "as-is" for this extended term.

4. At any time during this lease renewal, Landlord has the right to relocate Tenant to another suite within the building, which is comparable in size, at Landlord's sole cost and expense.

Except as expressly modified in this Fourth Amendment, the Lease Agreement, First Amendment, Second Amendment, and Third Amendment, and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this **FOURTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

As to Landlord



GSH HOLLY, LLC, (Landlord)

By:

Name: David Burke

Its: U.P.

WITNESS:

As to Tenant

Carrie E. Ward  
Master Municipal Clerk  
City Clerk

**CITY OF RIVIERA BEACH**  
("Tenant")

By:

  
MAYOR, THOMAS A. MASTERS

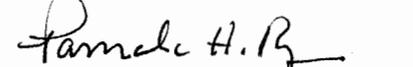
APPROVED AS TO TERMS AND  
CONDITIONS

BY:

Benjamin Guy  
BENJAMIN GUY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:

  
PAMALA H. RYAN  
CITY ATTORNEY

7/14/14

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** June 1, 2008  
**DATE OF FIRST AMENDMENT:** March, 2009  
**DATE OF SECOND AMENDMENT:** April 20, 2011  
**DATE OF THIRD AMENDMENT:** October 2, 2012  
**Effective Date of this Fourth Amendment:** August 1, 2014

**LANDLORD:** GSH Holly, LLC

**LANDLORD'S ADDRESS:** 105 South Narcissus Avenue, Suite 510  
West Palm Beach, FL 33401

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Suite 307, approximately One thousand nine hundred forty one square ft. (1,941 sq. ft) rentable square feet on the 3rd floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM EXTENSION:** August 1, 2014

**EXPIRATION DATE OF LEASE TERM** July 31, 2016

**RENEWAL OPTION:** None.

**CANCELLATION OPTION:** In the event that the Tenant's grant funding is reduced during the term of this Lease, Tenant shall have the option to cancel this Lease at that time with ninety (90) days prior written notice to Landlord as outlined in Paragraph 2C of the Lease Agreement. Tenant shall also have the right to cancel this lease, without penalty, with ninety (90) days prior written notice to Landlord.

**ANNUAL RENT:** The rent for the entire extended term will be \$14.50 per square foot.

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES:** N/A

**TENANT'S PROPORTIONATE SHARE:** N/A

**BASE INDEX:** N/A

**PERMITTED USES:** Those office uses permitted by Code.

**PREPAID RENT:** None

**SECURITY DEPOSIT:** None

**RELOCATION OF TENANT:** Landlord has the right to relocate Tenant to another suite within the building, which is comparable in size, at Landlord's sole cost and expense.

### THIRD AMENDMENT TO LEASE

This **THIRD AMENDMENT TO LEASE**, made the 6TH day of AUGUST 2014 and between **GSH Holly, LLC**, previously known as **Heather Croft, LLC and Mount Holly, LLC**, (hereinafter called "Landlord") and **City of Riviera Beach, Florida, a municipal government**, existing under the laws of the State of Florida (hereinafter called "Tenant").

**WHEREAS**, by Lease dated August 1, 2007, First Amended on August 4, 2010, and Second Amended on October 3, 2012, between the parties hereto, (the "Lease") Landlord Heather Croft, LLC and Mount Holly, LLC, leased to Tenant and Tenant leased from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Boulevard, a portion of the third floor, Riviera Beach, Florida. Here and after defined as ("the Premises");

**WHEREAS**, Landlord and Tenant have agreed to amend the Lease and First Amendment as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend Tenant's Lease for a period of three (3) years.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency whereof are hereby acknowledged by both parties, Landlord and Tenant do hereby covenant and agree as follows:

1. The Referenced Data Sheet shall be removed and is hereby replaced in its entirety with a new Referenced Data Sheet herein referred to as Exhibit "A" and attached to this Second Amendment.
2. Deletion and Replacement Paragraph 2a and 2b. Term and Rent.  
All provisions of Paragraphs 2a and 2b shall be deleted in their entirety and replaced with new language as follows:
3.
  2. Terms and Rent
    - A. The term of the lease shall commence on August 1, 2014 and terminate at 12:00 midnight on July 31, 2017, unless sooner terminated as herein provided.
    - B. The beginning rent for the term of the lease beginning on August 1, 2014 will be \$14.50 per square foot and without any increases.
4. Tenant accepts the space "as-is" for this extended term.

5. The Referenced Data Sheet and the Lease are modified to provide that the Landlord's name is changed from Heather Croft, LLC and Mount Holly, LLC to GSH Holly, LLC.

Except as expressly modified in this Third Amendment, the Lease Agreement, First Amendment and Second Amendment and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

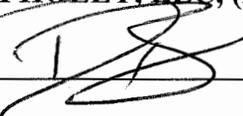
**IN WITNESS WHEREOF**, the parties hereto have caused this **THIRD AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

  
\_\_\_\_\_  
As to Landlord

  
\_\_\_\_\_  
As to Landlord

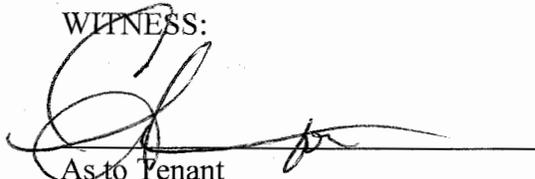
**GSH HOLLY, LLC, (Landlord)**

By:   
\_\_\_\_\_

Name: David Brecken

Its: VP

WITNESS:

  
\_\_\_\_\_  
As to Tenant

Carrie E. Ward  
Master Municipal Clerk  
City Clerk

**CITY OF RIVIERA BEACH**  
**("Tenant")**

By:   
\_\_\_\_\_

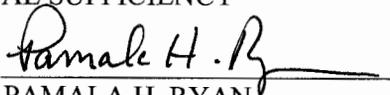
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND  
CONDITIONS

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

BENJAMIN GUY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

PAMALA H. RYAN  
CITY ATTORNEY

**EXHIBIT "A"**

**REFERENCED DATA**

Any reference in this Lease to the following subjects shall incorporate therein the data stated for the subject(s) in this Section:

**DATE OF LEASE:** August 1, 2007  
**DATE OF FIRST AMENDMENT:** August 4, 2010  
**DATE OF SECOND AMENDMENT:** August 1, 2012  
**THIRD AMENDMENT EFF. DATE:** August 1, 2014

**LANDLORD:** GSH HOLLY, LLC

**LANDLORD'S ADDRESS:** 105 South Narcissus Avenue, Suite 510  
West Palm Beach, FL 33401

**TENANT:** City of Riviera Beach, Florida

**TENANT'S ADDRESS:** 600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**DEMISED PREMISES:** Approximately  
Two thousand six hundred fifty-eight square ft. (2,658 sq. ft) rentable square feet on the 3rd floor of the Building. More particularly described as BIG H & SONS SALES & STORAGE FACILITY ALL OF PLAT (LESS ELY 80 FT & TRGLR COR CONGRESS AVE R/W). For all purposes hereof the Building shall be deemed to contain Sixty-One Thousand Four Hundred Sixty-Eight square ft. (61,468 sq. ft) rentable square feet.

**LEASE TERM:** Three (3) years.

**EXPIRATION DATE OF LEASE TERM:** July 31, 2017

**CANCELLATION:** None.

**RENEWAL OPTION** None.

**ANNUAL RENT:**

**The rent for the entire renewal term will be \$14.50 per square foot. The new rental rate shall begin August 1, 2014.**

**TENANT'S INITIAL SHARE OF TAXES AND OPERATING EXPENSES: N/A**

**TENANT'S PROPORTIONATE SHARE: N/A**

**BASE INDEX: N/A**

**PERMITTED USES: Those office uses permitted by Code.**

**PREPAID RENT: None.**

RESOLUTION NO. 73-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CLOSING OF WEST 26<sup>TH</sup> COURT AT THE INTERSECTION OF WEST 26<sup>TH</sup> COURT AND AVENUE 'R'; APPROPRIATING UP TO \$4,000 FOR THE MATERIAL AND SERVICES CONNECTED THEREWITH FROM ACCOUNT #303-0717-541-0-6355; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the section of West 26<sup>th</sup> Court at the intersection of West 26<sup>th</sup> Court and Avenue 'R' is a platted road right-of-way; and

**WHEREAS**, on June 17, 2014, the City received a petition from 56 residents in the Monroe Heights Community regarding the traffic concerns at the West 26<sup>th</sup> Court and Avenue 'R' intersection; and

**WHEREAS**, the City's Police, Fire, Public Works, and Community Development Departments have no objections to closing West 26<sup>th</sup> Court at the intersection of West 26<sup>th</sup> Court and Avenue 'R'; and

**WHEREAS**, it is in the best interests of the residents of this area for the street to be closed at Avenue 'R' and West 26<sup>th</sup> Court; and

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

**SECTION 1.** The City Council hereby approves the closing of West 26<sup>th</sup> Court at the intersection of West 26<sup>th</sup> Court and Avenue 'R'.

**SECTION 2.** The City Council hereby appropriates up to \$4,000 for materials and services to close West 26<sup>th</sup> Court at the intersection of West 26<sup>th</sup> Court and Avenue 'R'. Said appropriations shall be made from account no. 303-0717-541-0-6355.

**SECTION 3.** The City Council authorizes the Finance Director to disburse funds in accordance with this Resolution.

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

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: \_\_\_\_\_

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

J. DAVIS \_\_\_\_\_

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

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

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

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

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: \_\_\_\_\_

**RESOLUTION NO. 74-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO APPROPRIATE \$2,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR DONATION TO THE RIVIERA BEACH EDUCATION SCHOLARSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Police Department, as part of its ongoing endeavors to serve the residents of the City of Riviera Beach, recognizes the need for Crime Prevention and Education Programs; and

**WHEREAS**, the Police Chief seeks to implement and support Law Enforcement efforts designed to prevent crime and disrupt potential criminal activity; and

**WHEREAS**, the Police Department seeks funding for a donation to the Riviera Beach Scholarship Program in the amount of \$2,000.00; and

**WHEREAS**, in a 2007 research brief on "Education and Public Safety" from Justice Policy Institute, researchers have found that increased investments in quality education can have a positive public safety impact while lowering crime rates; and

**WHEREAS**, this request is consistent with the provisions of Florida State Statute §932.7055.

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

**SECTION 1:** The City Council approves the donation of \$2,000.00 to the Riviera Beach Education Scholarship Program.

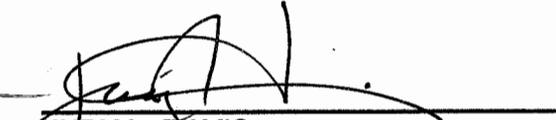
**SECTION 2:** The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund Account No. 150-00-358200 in the amount of \$2,000.00.

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

**PASSED AND ADOPTED this 20TH day of AUGUST, 2014.**

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

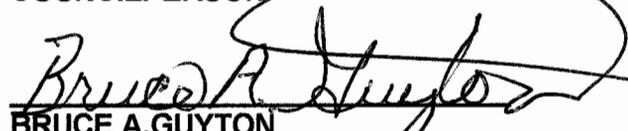
  
JUDY L. DAVIS  
CHAIRPERSON

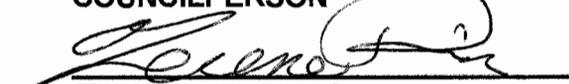
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PRO TEM

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
BRUCE A. GUYTON  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: C. THOMAS

B. GUYTON TARDY

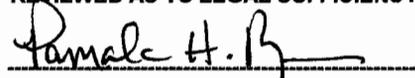
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/20/14

RESOLUTION NO. 75-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REALLOCATION OF FUNDS IN THE FIVE YEAR CAPITAL PLAN IN THE AMOUNT OF \$158,000 FROM CAPITAL ACQUISITION WATER PROOFING PROJECT IN THE AMOUNT OF \$158,000 TO COUNCIL CHAMBERS RENOVATIONS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council approved the Five Year Capital Improvement plan in September 2013, and

**WHEREAS**, the Central Campus Waterproofing Project was approved for funding in the amount of \$165,000, and

**WHEREAS**, no funds have been spent from the Central Campus Waterproofing Project, and

**WHEREAS**, the City Council Chambers is outdated and in serious need of renovations and A/V improvements, and

**WHEREAS**, the proposed project consists of changing the A/V equipment (cameras, media room equipment and lighting), modifications of the wall behind the dais, modifications to the dais and other improvements as needed, and

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

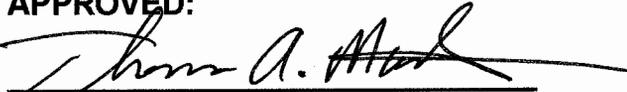
**SECTION 1.** The City Council approves reallocating \$158,000 from the Water Proofing Project to the Council Chambers Renovations Project as follows:

310	<b><u>TRANSFER FROM:</u></b>	<b><u>ACCOUNT DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
		CENTRAL CAMPUS WATERPROOFING	\$158,000
310	<b><u>TRANSFER FROM:</u></b>	<b><u>ACCOUNT DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>
		COUNCIL CHAMBERS RENOVATIONS	\$158,000

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

**PASSED AND APPROVED THIS 20TH DAY OF AUGUST, 2014.**

APPROVED:

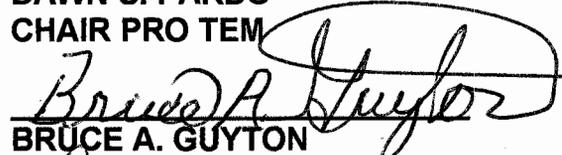
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

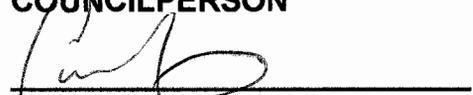
  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIRPERSON

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: T. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

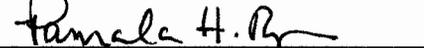
D. PARDO AYE

B. GUYTON TARDY

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/20/14

**RESOLUTION NO. 76-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) FIXED LICENSE PLATE RECOGNITION SYSTEM AND ONE (1) PORTABLE LICENSE PLATE RECOGNITION SYSTEM FOR DEPLOYMENT WITHIN THE CRA; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO PAY \$44,175 TO NDI RECOGNITION SYSTEMS FROM ACCOUNT NUMBER 001-0817-521-0-6405; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Police Department currently utilizes License Plate Recognition (LPR) technology from NDI Recognition Systems; and

**WHEREAS**, the CRA has agreed to fund the expansion of the LPR technology within the CRA as part of the Interlocal Agreement (Clean and Safe Program) between the City and the CRA; and

**WHEREAS**, NDI Recognition Systems is the sole source provider of the LPR technology used in Riviera Beach.

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

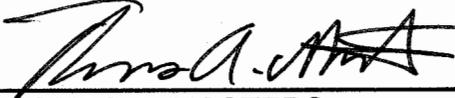
**SECTION 1:** The City Council approves the purchase of one (1) Fixed License Plate Recognition System and one (1) Portable License Plate Recognition System.

**SECTION 2:** The City Council authorizes the Director of Finance and Administrative Services to make payment in the amount of \$44,175 to NDI Recognition Systems.

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

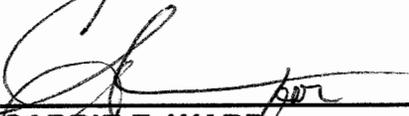
**PASSED and APPROVED** this 20TH day of AUGUST, 2014.

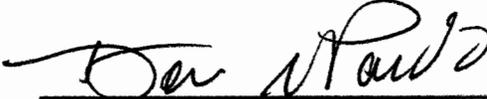
APPROVED:

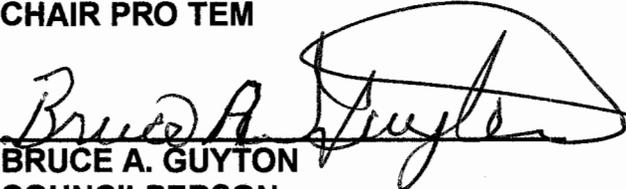
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

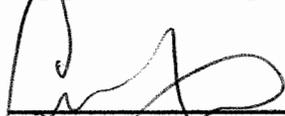
  
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JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
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CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
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DAWN S. PARDO  
CHAIR PRO TEM

  
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BRUCE A. GUYTON  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

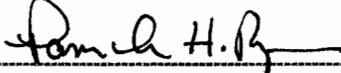
D. PARDO AYE

B. GUYTON TARDY

C. THOMAS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 8/20/14

RESOLUTION NO. 77-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF MICHAEL A. HUDSON V. CITY OF RIVIERA BEACH, GLORIA SHUTTLESWORTH, DORETHA PERRY AND PAUL WHITE, CASE NO. 9:12-CV-80870-ALTONAGA, IN THE TOTAL AMOUNT OF \$40,000; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY AFTER RECEIVING A GENERAL RELEASE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this case arose out of an incident that occurred on February 3, 2009, with employee Michael Hudson who was the multi-media specialist for the City; and

**WHEREAS**, Mr. Hudson was terminated from employment; and

**WHEREAS**, Mr. Hudson grieved his termination and then filed a lawsuit, pro se, against the City and several city administrators in May 2011; and

**WHEREAS**, that case was dismissed in November 2011, as Mr. Hudson never served the defendants. He then filed a new lawsuit in August 2012, against the City, Gloria Shuttlesworth, Dorethy Perry, Paul White, Rachael Johnson and Pamala Ryan. After the court granted a series of the City's motions to dismiss, Mr. Hudson filed an amended complaint against the City, Gloria Shuttlesworth, Doretha Perry, and Paul White only. A court ordered mediation was held on November 18, 2013, where all defendants had to attend. The mediation was not fruitful except that Mr. Hudson agreed to dismiss Paul White from the lawsuit; and

**WHEREAS**, as the case continued the City filed another motion to dismiss which was granted in part and denied in part; and

**WHEREAS**, the parties engaged in several informal mediation discussions and this settlement ensued.

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

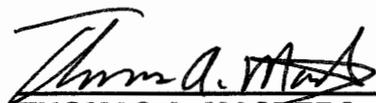
**SECTION 1.** That settlement in the matter of *Michael A. Hudson v. City of Riviera Beach, Gloria Shuttlesworth, Doretha Perry and Paul White, Case No.: 9:12-cv-80870-ALTONAGA*, is hereby approved in the total amount of \$40,000 and the City Manager is authorized to execute all settlement documents on behalf of the City.

**SECTION 2.** That Gallagher Bassett Services is authorized to make payment on behalf of the City, after receiving the executed Settlement Agreement and Release from Mr. Hudson.

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

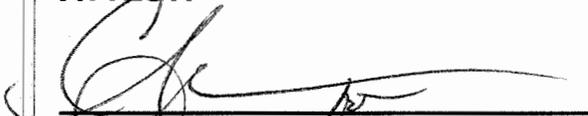
**PASSED and APPROVED** this 20TH day of August, 2014.

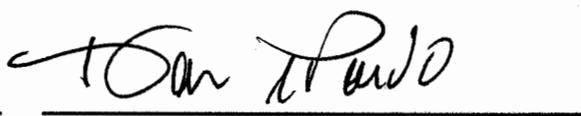
**APPROVED:**

  
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**THOMAS A. MASTERS**  
MAYOR

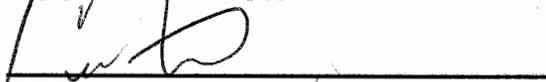
  
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**JUDY L. DAVIS**  
CHAIRPERSON

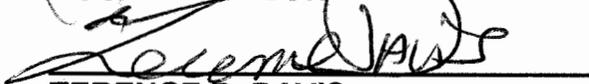
**ATTEST:**

  
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**CARRIE E. WARD**  
MASTER MUNICIPAL CLERK  
CITY CLERK

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

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

  
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**CEDRICK A. THOMAS**  
COUNCILPERSON

  
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**TERENCE D. DAVIS**  
COUNCILPERSON

RESOLUTION NO. 77-14  
PAGE 3

MOTIONED BY: T. DAVIS

SECONDED BY: C. THOMAS

J. DAVIS AYE

D. PARDO AYE

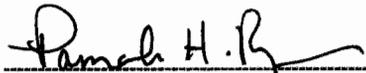
T. DAVIS AYE

B. GUYTON TARDY

C. THOMAS AYE

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REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 8/20/14

RESOLUTION NO. 78-14

**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 AN AGREEMENT COMMENCING OCTOBER 1, 2014 TO SEPTEMBER 30, 2017 BETWEEN THE CITY OF RIVIERA BEACH AND THE SERVICE EMPLOYEE INTERNATIONAL UNION (SEIU) AN ORGANIZATION REPRESENTING THE GENERAL EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, there is a Collective Bargaining Agreement between the City of Riviera Beach and the Service Employee International Union (SEIU), an organization representing the general employees of the City of Riviera Beach; and

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

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

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

**WHEREAS**, the Bargaining Agreement shall be in effect for a period of three (3) years with the second and third years for Article 21. Wages are dependent upon ratification of bargaining agreement and passage of an ordinance by City Council joining the Florida Retirement System (FRS); and

**WHEREAS**, should the SEIU employees vote not to join FRS, there will be no additional increases for the second and third years of the agreement; and

**WHEREAS**, the cost of the 2014 – 2015 six percent (6%) increase is included in the adopted budget for Fiscal Year 2014-2015.

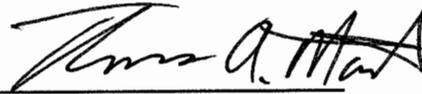
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Service Employee International Union (SEIU), that represents the general employees of the City.

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

PASSED AND APPROVED this 20TH day of AUGUST, 2014.

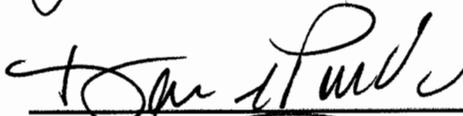
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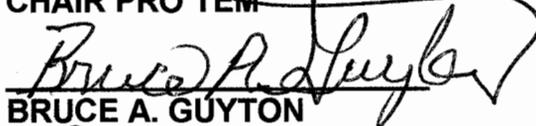
  
THOMAS A. MASTERS  
MAYOR

  
JUDY L. DAVIS  
CHAIRPERSON

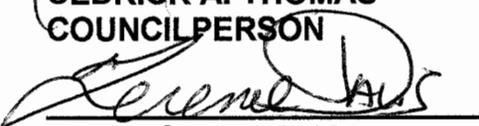
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN PARDO  
CHAIR PRO TEM

  
BRUCE A. GUYTON  
COUNCILPERSON

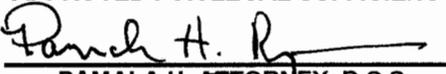
  
CEDRICK A. THOMAS  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: T. DAVIS

J. DAVIS	<u>AYE</u>
D. PARDO	<u>AYE</u>
B. GUYTON	<u>AYE</u>
C. THOMAS	<u>AYE</u>
T. DAVIS	<u>AYE</u>

APPROVED FOR LEGAL SUFFICIENCY  
  
PAMALA H. ATTORNEY, B.C.S.  
CITY ATTORNEY Ryan  
DATE: 8/20/14

RESOLUTION NO. 79-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION FROM 7-ELEVEN INC., FOR SITE PLAN AND SPECIAL EXCEPTION APPROVAL TO DEVELOP AND OPERATE A 3,115 SQUARE FOOT CONVENIENCE STORE WITH 12 FUEL PUMPING STATIONS, AT 2600 BROADWAY, WITHIN THE DOWNTOWN CORE ZONING DISTRICT ON ROUGHLY 0.88 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the property known as 2600 Broadway, with Parcel Control Number 56-43-42-28-32-001-0010, is located within the City's Community Redevelopment Area and is approximately 0.88 acres in size; and

**WHEREAS**, the existing structure at 2600 Broadway was built in 1961 and has functioned as a community bank for many years but is currently vacant; and

**WHEREAS**, 7-Eleven Inc., desires to demolish the existing structure at 2600 Broadway and develop and operate a 3,115 square foot convenience store with 12 fuel pumping stations; and

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

**WHEREAS**, the Planning and Zoning Board, an advisory board to the City Council, reviewed the 7-Eleven development proposal on April 24, 2014 and May 8, 2014, denying a motion of approval on May 8, 2014, expressing concerns about potential traffic impacts, noise, possible crime, and sufficient buffering from adjacent properties; and

**WHEREAS**, 7-Eleven Inc., has demonstrated compliance with the concerns expressed by the Planning and Zoning Board, as detailed in the two attached documents labeled as 7-Eleven Response to Staff Comments for Zoning and for Traffic (Exhibit "C" and Exhibit "D"); and

**WHEREAS**, the Community Redevelopment Agency Board reviewed the 7-Eleven development proposal on June 11, 2014, found it to be consistent with the Community Redevelopment Plan, and recommended approval to the City Council by Resolution Number 2014-30; and

**RESOLUTION NO. 79-14**

**PAGE 2 of 6**

**WHEREAS**, City staff determined that the development proposal from 7-Eleven (SP-14-03 and SE-14-01), is consistent with the City's Comprehensive Plan, the Community Redevelopment Plan and the City's Land Development Regulations; and

**WHEREAS**, City staff has found that the development proposal from 7-Eleven has met or exceeded the standards required for granting a special exception as provided in City Code Section 31-62, which include the following: (1) property ingress and egress, (2) off-street parking and loading, (3) refuse and service areas, (4) utilities, (5) screening, buffering and landscaping, (6) signage and exterior lighting, (7) required yards and open space, as indicated within the City Staff Report (Exhibit "E"); and

**WHEREAS**, the City Council desires to approve the application from 7-Eleven Inc., for site plan and special exception approval to develop a 3,115 square foot convenience store with 12 fuel pumping stations at 2600 Broadway.

**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 finds that the application from 7-Eleven Inc., for site plan and special exception approval to develop and operate a convenience store with 12 fuel pumping stations at 2600 Broadway is consistent with the City's Comprehensive Plan, the Community Redevelopment Plan and the City's Land Development Regulations.

**SECTION 2.** The City Council finds that the development proposal from 7-Eleven Inc., has met or exceeded the standards required for granting a special exception as provided in City Code Section 31-62, and that 7-Eleven has adequately satisfied the concerns expressed at the April 24, 2014 and May 8, 2014 Planning and Zoning Board Meetings, specifically potential traffic impacts, noise, possible crime, and sufficient buffering from adjacent properties, as detailed within the 7-Eleven Response to Staff Comments for Zoning and for Traffic, attached hereto and made a part of this resolution as Exhibit "C" and Exhibit "D", and also as indicated within the City Staff Report, attached hereto and made a part of this resolution as Exhibit "E", specifically outlined within the Special Exception Analysis section of the City Staff Report as follows:

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

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

**RESOLUTION NO. 79-14**

**PAGE 3 of 6**

- Ingress to the site is available directly off of Blue Heron Blvd, Broadway and W 27<sup>th</sup> Street.
- Egress from the site is available to Blue Heron Blvd (west bound only) and W 27<sup>th</sup> Street.

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

- Adequate 10'x20' parking spaces with wheel stops have been proposed in accordance with the City's Land Development Regulations. A loading area has been provided. Buffers in the form of walls and landscaping will be utilized to mitigate any visual impacts to adjacent properties. Lighting will be shielded from adjacent properties.

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

- A landscaped 6 foot high masonry enclosure with opaque doors has been proposed to hold two dumpsters for onsite garbage collection in accordance with the City's Land Development Regulations.

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

- All customary utilities are currently available to this site.
- The site plan has dedicated a 40'x15' FPL utility easement at the northwest corner of the site to accommodate equipment needed for burial of utility lines along the Broadway Corridor, per staff's request.

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

- Substantial landscaping, including Royal Palms, has been proposed in accordance with the City's Land Development Regulations and shall be maintained in perpetuity.
- A landscaped 6 foot high masonry wall will be installed along the east side of the property to provide buffering from the adjacent residential property. Lighting shall be shielded from adjacent properties.

**RESOLUTION NO. 79-14**

**PAGE 4 of 6**

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

- Wall signs will be installed on the building façade and the fuel pump canopy in accordance with the City's Land Development Regulations.
- A monument sign (up to 42 square feet) is proposed at the southwest corner of the site.
- Instructional signs will be installed indicating the entrance and exit.
- Lighting shall be shielded from adjacent properties.

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

- Substantial landscaped area has been proposed and yard/open space has been proposed in accordance with the City's Land Development Code.

**SECTION 3.** The City Council approves the application from 7-Eleven Inc., for site plan and special exception approval to develop and operate a 3,115 square foot convenience store with 12 fuel pumping stations at 2600 Broadway, on a parcel approximately 0.88 acres in size with the following eight conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with City Code of Ordinances Section 31-60, "Automatic termination of site plan approval".
2. All future advertising must adhere to City Code of Ordinances Section 31-554, "Advertising within the City of Riviera Beach". Fees and penalties in accordance with this Sec. 31-554 will be levied against the property owner and/or business for violation of this condition
3. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation is required and shall be submitted before a certificate of occupancy is issued.
4. Prior to the issuance of a certificate of occupancy, 7-Eleven Inc., shall be responsible for ensuring that a bus shelter and trash receptacle is installed and operable at Palm Tran Bus Stop Number 448, located adjacent to the property on Broadway. Long-term maintenance of the bus shelter and trash receptacle shall be the responsibility of 7-Eleven Inc. or a third party vendor as agreed upon by the City and Palm Beach County Palm Tran.

**RESOLUTION NO. 79-14**

**PAGE 5 of 6**

5. The fueling canopy shall include a decorative roofline design architecturally compatible with the primary structure.
6. A private armed security detail is physically required on site whenever the convenience store or fuel pumps are open for the initial 90 days of operation. The aforementioned private armed security may be reduced after 90 days pending consultation and approval by City Law Enforcement Officials.
7. A traffic triangle shall be installed at the southern property entrance in order to deter eastbound traffic on Blue Heron Boulevard from turning into the 7-Eleven development.
8. The fuel tanks must be removed by the property owner within 180 days of the date the property is no longer used as a fueling facility.

**SECTION 4.** The associated site plan and landscape plan are attached hereto and made a part of this resolution as Exhibit "A" and Exhibit "B".

**SECTION 5.** Should any one or more of the provisions or element of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this resolution.

**SECTION 6.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

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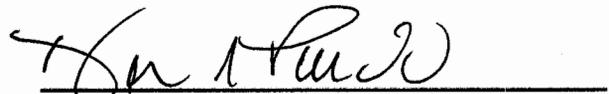
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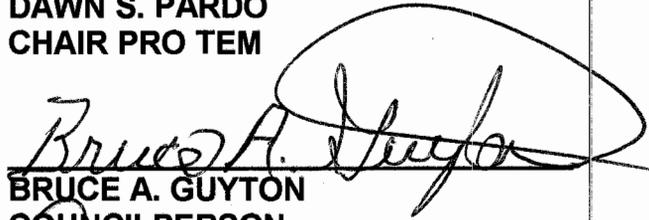
  
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THOMAS A. MASTERS  
MAYOR

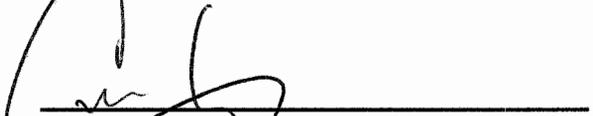
  
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JUDY L. DAVIS  
CHAIRPERSON

ATTEST:

  
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CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
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DAWN S. PARDO  
CHAIR PRO TEM

  
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BRUCE A. GUYTON  
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CEDRICK A. THOMAS  
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TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: B. GUYTON

J. DAVIS NAY

D. PARDO AYE

T. DAVIS NAY

B. GUYTON NAY

C. THOMAS NAY

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: \_\_\_\_\_

**RESOLUTION NO. 89-14**

**TABLED AT THE AUGUST 20, 2014 REGULAR CITY COUNCIL MEETING**

**A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA (THE "CITY"); AUTHORIZING THE ISSUANCE OF PUBLIC IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING THE COSTS OF (A) ACQUIRING, CONSTRUCTING AND INSTALLING CAPITAL AND NON-CAPITAL PROJECTS FOR THE BENEFIT OF THE CITY AND MAKING LOANS TO THE CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, AND (B) REFUNDING PRIOR OBLIGATIONS ISSUED BY OR ON BEHALF OF THE CITY, AND ALL OTHER COSTS NECESSARY OR INCIDENTAL THERETO; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH BONDS; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE HOLDERS THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

RESOLUTION NO. 81 -14

**A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA (THE "CITY"); AUTHORIZING THE ISSUANCE OF THE CITY'S PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2014 (THE "SERIES 2014 BONDS"), IN THE INITIAL AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$22,000,000 FOR THE PURPOSE OF FINANCING THE SERIES 2014 PROJECT; DESCRIBING THE SERIES 2014 PROJECT; DETERMINING CERTAIN DETAILS OF THE SERIES 2014 BONDS; APPROVING THE FORM OF A SUMMARY NOTICE OF SALE AND A NOTICE OF SALE AND AUTHORIZING THE PUBLIC SALE OF THE SERIES 2014 BONDS; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF THE SERIES 2014 BONDS; DELEGATING AUTHORITY TO PROPER OFFICIALS OF THE CITY, IN CONSULTATION WITH THE CITY'S FINANCIAL ADVISOR, TO ACCEPT, PURSUANT TO A COMPETITIVE PUBLIC SALE PROCESS, THE BID OR BIDS OF THE LOWEST QUALIFIED BIDDER OR BIDDERS FOR THE PURCHASE OF THE SERIES 2014 BONDS, SUBJECT TO CERTAIN PARAMETERS AND OTHER MATTERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF THE SERIES 2014 BONDS AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT; APPOINTING A PAYING AGENT AND REGISTRAR; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; PROVIDING FOR THE FINANCIAL ADVISOR TO MAKE RECOMMENDATIONS REGARDING WHETHER TO FUND A SERIES 2014 RESERVE SUBACCOUNT, AND WHETHER TO OBTAIN A BOND INSURANCE POLICY AND/OR RESERVE ACCOUNT CREDIT FACILITY FOR THE SERIES 2014 BONDS AND AUTHORIZING THE CITY TO FOLLOW SUCH RECOMMENDATIONS; AUTHORIZING THE SERIES 2014 BONDS TO BE REGISTERED UNDER A BOOK-ENTRY ONLY SYSTEM OF REGISTRATION; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE SALE AND DELIVERY OF THE SERIES 2014 BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach, Palm Beach County, Florida, a Florida municipal corporation (the "City"), is authorized by Chapter 166, Florida Statutes and other applicable provisions of law to incur indebtedness for the purpose of financing the costs of acquiring, constructing and installing capital and non capital projects for the benefit of the residents of the City and making loans to the City's Community