

**RESOLUTION NO. 105-13**

DELETED FROM SEPTEMBER 4, 2013 CITY COUNCIL MEETING AGENDA.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ASSIGNMENT OF THE OCEAN MALL GROUND LEASE-RETAIL TO TJAC SINGER ISLAND, LLC WITH CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.**

PREVIOUSLY APPROVED AT AUGUST 7, 2013 CITY COUNCIL MEETING

**WHEREAS**, on or about December 18, 2006, the City, as Landlord, entered into a retail ground lease (the "Lease") for certain premises known as the Ocean Mall (the "Premises") with OMRD, LLC, a Delaware limited liability company ("OMRD"), as the tenant; and

**WHEREAS**, the City, OMRD, and the Riviera Beach Community Redevelopment Agency also entered into a Disposition and Development Agreement dated December 18, 2006 ("DDA") setting out the responsibilities for the development of the Premises in two phases (Phase I and Phase II) and certain surrounding City owned property; and

**WHEREAS**, the DDA set out certain obligations within Section 5.02, with respect to construction of the Ocean Mall and surrounding City owned property; and

**WHEREAS**, on or about April 24, 2013, GSF Florida Retail LLC became the tenant ("Tenant") under the Lease by virtue of being the winning bidder at the foreclosure sale held in the foreclosure action on the lien of the leasehold mortgage originally held by Branch Banking and Trust Company and subsequently assigned to GSF Trust 2011-1; and

**WHEREAS**, immediately after the foreclosure sale on the leasehold mortgage, the Tenant paid the City \$300,000 to extend the construction completion date of Phase I under the DDA on the Premises to May 31, 2013; and

**WHEREAS**, the City Council agreed to enter into an amendment to the ground lease to facilitate a further extension to complete the Phase I construction required of Tenant by the DDA and the parties further acknowledged that Phase II of the DDA was terminated on or about May 21, 2013; and

**WHEREAS**, the City Council authorized the Mayor to execute the Amendment to the Ground Lease on behalf of the City (said Amendment attached hereto); and

**WHEREAS**, the Tenant has complied with the terms of the Amendment by, among other things, paying an additional \$250,000 to the City and making corrections to deficiencies at the Ocean Mall and the City has agreed to extend the deadline to complete Phase I to May 31, 2014; and

**RESOLUTION NO. 105-13**

**PAGE 2**

**WHEREAS**, the Tenant now seeks to assign its leasehold interest to TJAC Singer Island, LLC as the Ocean Mall Ground Lease, section 10, allows such an assignment with the consent of the Landlord; and

**WHEREAS**, the City's outside legal counsel has reviewed TJAC Singer Island, LLC's financial records and on the City's behalf, has required a personal guaranty from the principals, said guaranty is attached hereto; and

**WHEREAS**, the guaranty states that "as an essential inducement for Grantee to approve the assignment of the Lease to the Company, Guarantor, jointly and severally, has agreed to guarantee that the Company will timely and properly make all rent payments to the City due under the Lease"; and

**WHEREAS**, with that condition met, staff recommends approval of the assignment.

**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 foregoing whereas clauses are true and incorporated herein.

**SECTION 2.** That the assignment of the Ocean Mall Ground Lease-Retail to TJAC Singer Island, LLC, is hereby approved on the condition that the City receives an executed Personal Guaranty, as attached.

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

**PASSED and APPROVED** this \_\_\_\_\_ day of August 2013.

APPROVED:

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

\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

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

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

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

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

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

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

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

REVIEWED AS TO LEGAL SUFFICIENCY

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

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

RESOLUTION NO. 106-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GRANT APPLICATION SUBMITTAL AND ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE – EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAMS (JAG) IN THE AMOUNT OF \$40,389; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Department of Justice has established an Edward Byrne Memorial Justice Assistance Grant (JAG); and

**WHEREAS**, the City of Riviera Beach has been allocated funds in the amount of \$40,389; and

**WHEREAS**, the awarded funds will be used by the Police Department to purchase in-car video systems for patrol vehicles.

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

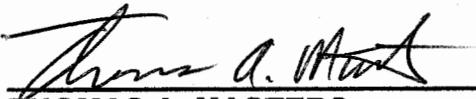
**SECTION 1:** The Director of Finance and Administrative Services is authorized to accept Grant Funds in the amount of \$40,389 on behalf of the City.

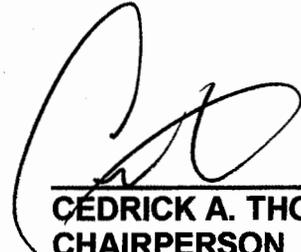
**SECTION 2:** The Director of Finance and Administrative Services to set up a budget to expend the funds.

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

**PASSED AND APPROVED this 4TH day of SEPTEMBER, 2013.**

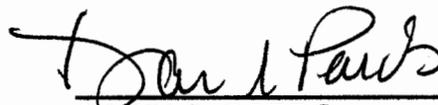
APPROVED:

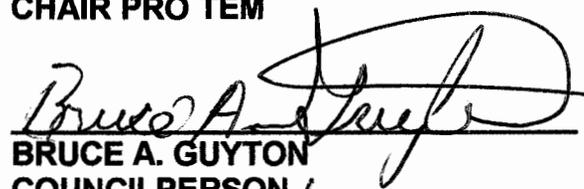
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

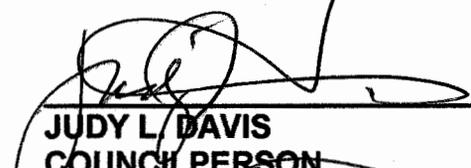
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

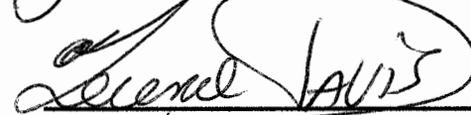
ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

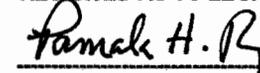
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

**RESOLUTION NO. 107-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY GRANTING THE USE OF APPROXIMATELY 21,369 SQUARE FEET OF UNIMPROVED CITY RIGHT-OF-WAY TO BE UTILIZED AS A LINEAR WALK PATH AND GREEN SPACE, LOCATED NORTH OF WEST 6<sup>TH</sup> STREET TO SOUTH OF DR. MARTIN LUTHER KING JR. BOULEVARD ALONG AVENUE 'L'; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach (City) created the Riviera Beach Community Redevelopment Agency (CRA) in 1974, consistent with the Community Redevelopment Act; and

**WHEREAS**, the CRA has developed an enhancement plan for the Riviera Beach Heights Neighborhood, which includes a new linear walk and green space; and

**WHEREAS**, the CRA plans to construct and manage a linear walk path and green space; and

**WHEREAS**, the City controls the unimproved right-of-way for the linear walk path and green space; and

**WHEREAS**, the CRA Board previously approved the License Agreement to utilize said City right-of-way via Resolution No. 2013-26 on July 24, 2013; and

**WHEREAS**, the City Council desires to allow the CRA to utilize approximately 21,369 square feet of unimproved right-of-way, located north of West 6<sup>th</sup> Street to south of Dr. Martin Luther King Jr. Boulevard along Avenue L, as a component of the Riviera Beach Heights Implementation Plan.

**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 License Agreement between the City and the CRA is hereby approved, granting the use of approximately 21,369 square feet of unimproved city right-of-way to be utilized as a linear walking path and green space, located north of West 6<sup>th</sup> Street to south of Dr. Martin Luther King Jr. Boulevard along Avenue L, said agreement is attached hereto as "Exhibit A"; further authorizing the Mayor and City

**RESOLUTION NO. 107-13**  
**PAGE 2 of 3**

Clerk to execute the attached License Agreement.

**SECTION 2.** This Resolution shall take effect immediately upon approval.

**PASSED and APPROVED this 4TH day of SEPTEMBER, 2013.**

**APPROVED:**



**THOMAS A. MASTERS**  
**MAYOR**

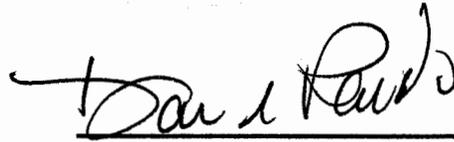


**CEDRICK A. THOMAS**  
**CHAIRPERSON**

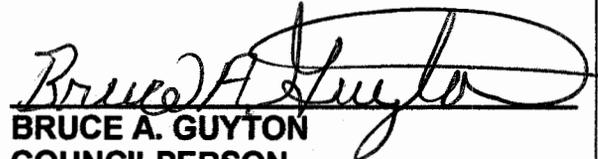
**ATTEST:**



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



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



**BRUCE A. GUYTON**  
**COUNCILPERSON**



**JUDY L. DAVIS**  
**COUNCILPERSON**



**TERENCE D. DAVIS**  
**COUNCILPERSON**

RESOLUTION NO. 107-13  
PAGE 3 of 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

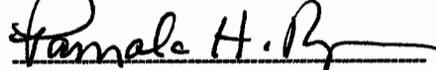
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/4/13

## LICENSE AGREEMENT

**THIS AGREEMENT** is made as of the 23rd day of October, 2013, by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose mailing address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter "City" or "Licensor"), and Riviera Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, whose mailing address is 2001 Broadway, Suite 300, Riviera Beach, FL (hereinafter "Licensee").

### RECITALS:

**WHEREAS**, the City is the owner of a right-of-way located at Avenue "L", between 6<sup>th</sup> Street and 8<sup>th</sup> Street, more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by this reference (hereinafter "the Property"); and

**WHEREAS**, Licensee is requesting permission from the City to use the Property as a linear park as described herein.

### WITNESSETH:

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated herein by this reference.
2. **License.** The City hereby grants to the Licensee the right to use the Property as a park and to install landscaping, lighting and walkways on the Property (the "Improvements") as shown on Exhibit "B", and maintain the same. The License shall commence upon issuance of a building permit by the City's Community Development Department and shall expire 5 years from the date of the issuance, unless otherwise extended by the City Council of the City of Riviera Beach or unless otherwise terminated as provided herein. If not extended, Licensee agrees to remove all improvements from the property within one hundred and eighty (180) days of the Agreement's expiration. Otherwise, Licensee agrees that the City may remove the equipment at a cost to be borne by the Licensee.
3. **Fees and indemnification.**
  - A. **Fees.** Licensee recognizes that it must apply for and receive a building permit to install the Improvements. Licensee agrees to pay for any and all permits.

B. **Indemnification.** To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, the City, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License Agreement, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Further, Licensee shall defend against and indemnify and hold the City harmless for any liability or causes of action for, including but not limited to, claims of theft and/or bodily injury or death.

Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorney's fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the City's or the Licensee's rights and immunities under the common law or Florida Statute section 768.28, as amended from time to time.

4. **Insurance.** For the duration of this Agreement Licensee shall procure and maintain insurance with minimum coverage limits of \$1,000,000.00 so as to fully protect the Licensee and Licensor from any and all claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages including, but not limited to, damages to the Property which may arise from any operations under this Agreement, whether such operations be by the Licensee or by anyone directly or indirectly employed by or contracting with the Licensee, or otherwise present on the Property during the Licensee's use of the Property. The insurance must name the City as an additional insured.
5. **Assignability.** This License Agreement is personal to Licensee and may not be sold, assigned or transferred by Licensee. Any attempt to assign this license will terminate the license privilege granted to Licensee hereunder.
6. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail return receipt requested. If sent to the CITY shall be mailed to:

City of Riviera Beach  
ATTN: Ruth C. Jones, City Manager  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

If sent to Licensee:  
Riviera Beach Community Redevelopment  
Agency  
ATTN: Tony Brown, Executive Director  
2001 Broadway, Suite 300  
Riviera Beach, FL 33404

7. **Revocation and Termination for Default.** In the event that the Licensee shall default in any of the terms, obligations, restrictions or conditions of this License Agreement, or is found to be in violation of any part of the City Code of Ordinances or any other applicable laws for the property the City shall have the right to (a) revoke and terminate this License Agreement after thirty (30) days' written notice to the Licensee, or (b) grant the Licensee a reasonable period of time within which to cure such default. In the event that the City elects to allow Licensee to cure said default as set forth herein and the Licensee fails or is unable to cure such a default within the applicable time period, the City shall have all legal remedies available to it, in addition to the revocation and termination of this License Agreement, in which case, the City shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default.
  
8. **PREPARATION.** This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

LICENSEE:

Tony T. Brown  
Witness  
Print Name: Tony T. Brown

By: [Signature]  
Print Name: Dawn Pardo  
Title: Vice Chair

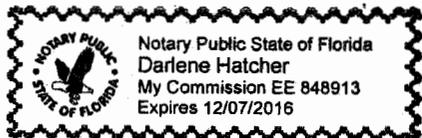
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23 day of October, 2013, by Dawn Pardo, as Vice Chair of the Licensee and Dawn Pardo executed the same on behalf of Licensee and is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Print Name: Darlene Hatcher

My Commission Expires:

(Seal)



ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

BY: [Signature] 9-4-13  
Carrie E. Ward, MMC, City Clerk

BY: [Signature]  
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: [Signature]  
Pamala H. Ryan, B.C.S., City Attorney

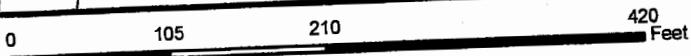
W 9th St

Dr Martin Luther King Jr Blvd

Australian Ave

W 7th St

W 6th St



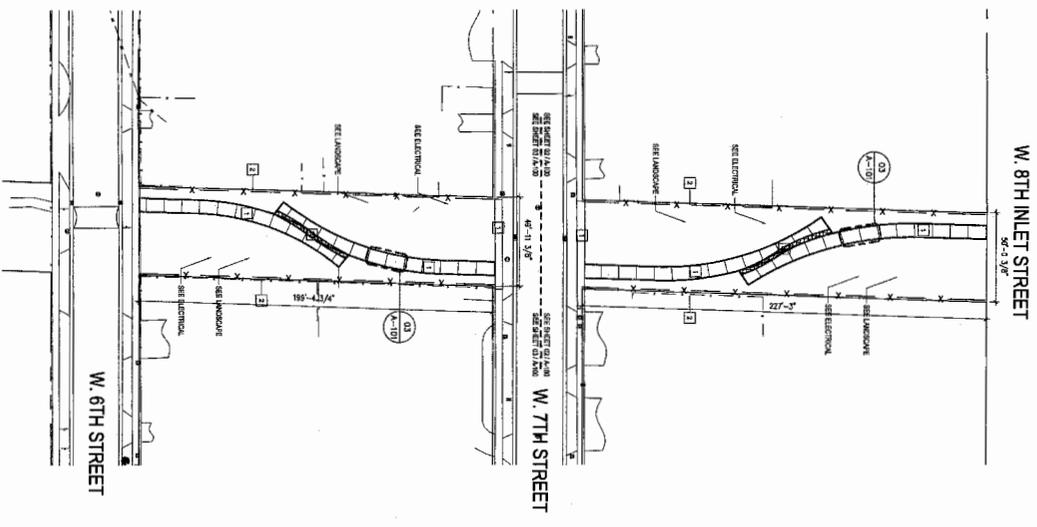
**Linear Walk Path and Green Space**  
 Area ~ 21,369  
 located north of West 6th Street to  
 south of Dr. Martin Luther King Jr. Boulevard  
 along Avenue L

**Riviera Beach  
 Community Redevelopment Area  
 Linear Walk Path and Green Space**

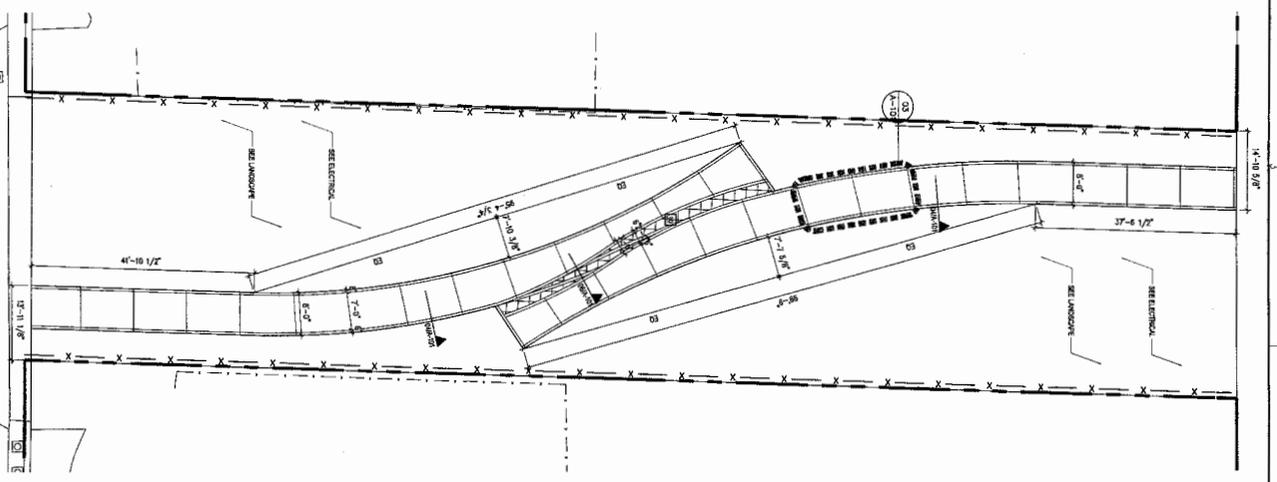
-  Area of License Agreement
-  Parcels
-  Roads



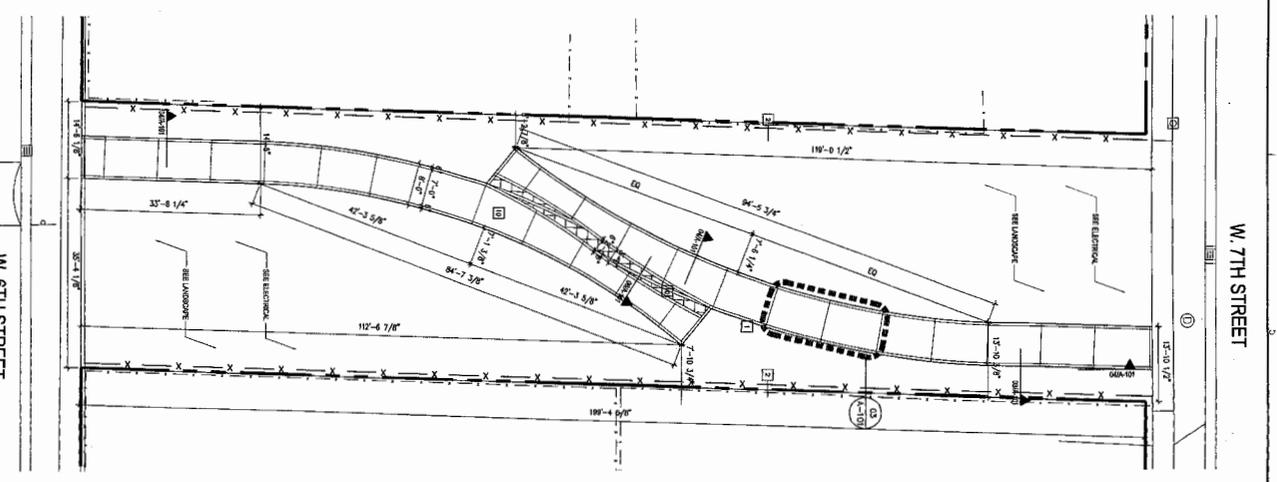
- SITE LEGEND**
- 1. CONCRETE AND CURB
  - 2. FLOOR FINISH (SEE ARCH DETAIL)
  - 3. GROUT (SEE ARCH DETAIL)
  - 4. GROUT (SEE ARCH DETAIL)
  - 5. GROUT (SEE ARCH DETAIL)
  - 6. GROUT (SEE ARCH DETAIL)
  - 7. GROUT (SEE ARCH DETAIL)
  - 8. GROUT (SEE ARCH DETAIL)
  - 9. GROUT (SEE ARCH DETAIL)
  - 10. GROUT (SEE ARCH DETAIL)
  - 11. GROUT (SEE ARCH DETAIL)
  - 12. GROUT (SEE ARCH DETAIL)
  - 13. GROUT (SEE ARCH DETAIL)
  - 14. GROUT (SEE ARCH DETAIL)
  - 15. GROUT (SEE ARCH DETAIL)
  - 16. GROUT (SEE ARCH DETAIL)
  - 17. GROUT (SEE ARCH DETAIL)
  - 18. GROUT (SEE ARCH DETAIL)
  - 19. GROUT (SEE ARCH DETAIL)
  - 20. GROUT (SEE ARCH DETAIL)
  - 21. GROUT (SEE ARCH DETAIL)
  - 22. GROUT (SEE ARCH DETAIL)
  - 23. GROUT (SEE ARCH DETAIL)
  - 24. GROUT (SEE ARCH DETAIL)
  - 25. GROUT (SEE ARCH DETAIL)
  - 26. GROUT (SEE ARCH DETAIL)
  - 27. GROUT (SEE ARCH DETAIL)
  - 28. GROUT (SEE ARCH DETAIL)
  - 29. GROUT (SEE ARCH DETAIL)
  - 30. GROUT (SEE ARCH DETAIL)
  - 31. GROUT (SEE ARCH DETAIL)
  - 32. GROUT (SEE ARCH DETAIL)
  - 33. GROUT (SEE ARCH DETAIL)
  - 34. GROUT (SEE ARCH DETAIL)
  - 35. GROUT (SEE ARCH DETAIL)
  - 36. GROUT (SEE ARCH DETAIL)
  - 37. GROUT (SEE ARCH DETAIL)
  - 38. GROUT (SEE ARCH DETAIL)
  - 39. GROUT (SEE ARCH DETAIL)
  - 40. GROUT (SEE ARCH DETAIL)
  - 41. GROUT (SEE ARCH DETAIL)
  - 42. GROUT (SEE ARCH DETAIL)
  - 43. GROUT (SEE ARCH DETAIL)
  - 44. GROUT (SEE ARCH DETAIL)
  - 45. GROUT (SEE ARCH DETAIL)
  - 46. GROUT (SEE ARCH DETAIL)
  - 47. GROUT (SEE ARCH DETAIL)
  - 48. GROUT (SEE ARCH DETAIL)
  - 49. GROUT (SEE ARCH DETAIL)
  - 50. GROUT (SEE ARCH DETAIL)
  - 51. GROUT (SEE ARCH DETAIL)
  - 52. GROUT (SEE ARCH DETAIL)
  - 53. GROUT (SEE ARCH DETAIL)
  - 54. GROUT (SEE ARCH DETAIL)
  - 55. GROUT (SEE ARCH DETAIL)
  - 56. GROUT (SEE ARCH DETAIL)
  - 57. GROUT (SEE ARCH DETAIL)
  - 58. GROUT (SEE ARCH DETAIL)
  - 59. GROUT (SEE ARCH DETAIL)
  - 60. GROUT (SEE ARCH DETAIL)
  - 61. GROUT (SEE ARCH DETAIL)
  - 62. GROUT (SEE ARCH DETAIL)
  - 63. GROUT (SEE ARCH DETAIL)
  - 64. GROUT (SEE ARCH DETAIL)
  - 65. GROUT (SEE ARCH DETAIL)
  - 66. GROUT (SEE ARCH DETAIL)
  - 67. GROUT (SEE ARCH DETAIL)
  - 68. GROUT (SEE ARCH DETAIL)
  - 69. GROUT (SEE ARCH DETAIL)
  - 70. GROUT (SEE ARCH DETAIL)
  - 71. GROUT (SEE ARCH DETAIL)
  - 72. GROUT (SEE ARCH DETAIL)
  - 73. GROUT (SEE ARCH DETAIL)
  - 74. GROUT (SEE ARCH DETAIL)
  - 75. GROUT (SEE ARCH DETAIL)
  - 76. GROUT (SEE ARCH DETAIL)
  - 77. GROUT (SEE ARCH DETAIL)
  - 78. GROUT (SEE ARCH DETAIL)
  - 79. GROUT (SEE ARCH DETAIL)
  - 80. GROUT (SEE ARCH DETAIL)
  - 81. GROUT (SEE ARCH DETAIL)
  - 82. GROUT (SEE ARCH DETAIL)
  - 83. GROUT (SEE ARCH DETAIL)
  - 84. GROUT (SEE ARCH DETAIL)
  - 85. GROUT (SEE ARCH DETAIL)
  - 86. GROUT (SEE ARCH DETAIL)
  - 87. GROUT (SEE ARCH DETAIL)
  - 88. GROUT (SEE ARCH DETAIL)
  - 89. GROUT (SEE ARCH DETAIL)
  - 90. GROUT (SEE ARCH DETAIL)
  - 91. GROUT (SEE ARCH DETAIL)
  - 92. GROUT (SEE ARCH DETAIL)
  - 93. GROUT (SEE ARCH DETAIL)
  - 94. GROUT (SEE ARCH DETAIL)
  - 95. GROUT (SEE ARCH DETAIL)
  - 96. GROUT (SEE ARCH DETAIL)
  - 97. GROUT (SEE ARCH DETAIL)
  - 98. GROUT (SEE ARCH DETAIL)
  - 99. GROUT (SEE ARCH DETAIL)
  - 100. GROUT (SEE ARCH DETAIL)



SITE PLAN 01 1/32"=1'-0"



ENLARGED SITE PLAN 02 3/32"=1'-0"



ENLARGED SITE PLAN 03 3/32"=1'-0"

**宋**

Song + Associates

Architects + Planners + Interior Design  
 10000 W. 11th Avenue, Suite 100  
 Miami, FL 33156  
 Phone: 305-551-1111  
 Fax: 305-551-1112  
 www.songassociates.com

55

Project: RIVERA BEACH  
 Location: A-100-188  
 Consultant:

THE RIVERA BEACH COMMUNITY DEVELOPMENT AGENCY  
 1000 W. 11th Avenue, Suite 100  
 Miami, FL 33156  
 Phone: 305-551-1111  
 Fax: 305-551-1112  
 www.riverabeach.com

The Riviera Beach  
 Community  
 Redevelopment  
 Agency



RIVERA BEACH LINEAR  
 PARKS  
 RIVERA BEACH, FL

Number:	
Scale:	1/32"=1'-0"
Sheet:	A-100
Drawn By:	WPC
Checked By:	WPC
Project:	RIVERA BEACH LINEAR PARKS
Location:	RIVERA BEACH, FL
Document:	SITE PLAN
Sheet Title:	

Sheet #1:  
**A-100**

SITE PLAN

RESOLUTION NO. 2013-42

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING A LICENSE AGREEMENT, AS AMENDED, WITH THE CITY OF RIVIERA BEACH FOR THE USE OF AN UNUSED EASEMENT AS A PART OF THE LINEAR PARK; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE LICENSE AGREEMENT AND TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS**, the Agency proposes to design, construct and maintain a linear park, in part, on a City of Riviera Beach unused easement; and

**WHEREAS**, the linear park will add to the enhancement of the Riviera Beach Heights neighborhood; and

**WHEREAS**, Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act") authorizes the use of community redevelopment funds for the creation of parks; and

**WHEREAS**, the Board of Commissioners finds that the use of the community redevelopment funds for the construction and maintenance of the linear park is in the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

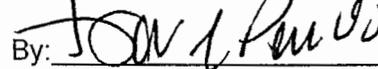
SECTION 1. The Board of Commissioners of the Riviera Beach Community Redevelopment Agency hereby approves the attached License Agreement, as amended, between the Agency and the City of Riviera Beach for the development of the Linear Park.

SECTION 2. The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain License Agreement substantially in the form attached hereto as Exhibit "A".

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 23th day of October 2013

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

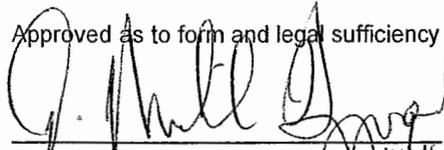
By:   
~~Cedrick A. Thomas~~, Chairperson

DAWN PARDO

ATTEST:

  
Tony Brown, Executive Director

Approved as to form and legal sufficiency

  
J. Michael Haygood      Date 10/23/2013  
Haygood & Harris LLC  
General Counsel to CRA

MOTION BY:            J. Davis  
SECONDED BY:       T. Davis

D. PARDO            AYE  
J. DAVIS             AYE  
T. DAVIS             AYE  
C. THOMAS          Absent  
B. GUYTON          Absent

**RESOLUTION NO. 108-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE (3) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES TO THE PORT OF PALM BEACH; WHO AGREES TO FUND TWO (2) FULL-TIME POLICE OFFICER POSITIONS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$43,324.00 FOR THE TOTAL AMOUNT OF \$173,296.00 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Riviera Beach provides Law Enforcement Services to the public through the City of Riviera Beach Police Department; and

**WHEREAS**, The Port of Palm Beach is in need of Police Services to meet the minimum standards of Florida Statutes Section 311.12, relating to seaport security; and

**WHEREAS**, The City of Riviera Beach is willing and able to provide these needed services to the Port of Palm Beach for a period of three (3) years for a reasonable fee; and

**WHEREAS**, The Port of Palm Beach agrees to fund two (2) full-time Police Officer positions and agrees to pay quarterly payments in the amount of \$43,324.00 for an annual total amount of \$173,296.00 to the City of Riviera Beach for Police Services; and

**WHEREAS**, The current Interlocal Agreement expired on March 11, 2013, after which time the City and Port maintained a month-to-month relationship until a new contract is brought forward.

**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 attached Interlocal Agreement with the Port of Palm Beach for the provision of Police Services for a period of three (3) years.

**SECTION 2:** The Port of Palm Beach agrees to fund two (2) Police Officer positions.

**SECTION 3:** The Director of Finance and Administrative Services is authorized to accept payments in the quarterly amount of \$43,324.00, totaling \$173,296.00 per year for three (3) years for Police Services.

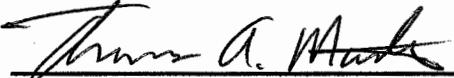
RESOLUTION NO. 108-13  
PAGE 2

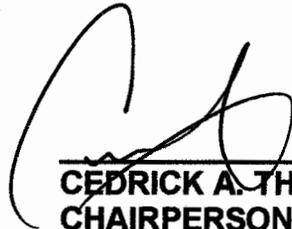
**SECTION 4:** The effective date of the Interlocal Agreement shall be that date on which the last party has executed the Agreement.

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

PASSED AND ADOPTED this 4TH day of SEPTEMBER, 2013.

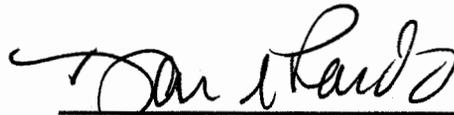
APPROVED:

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

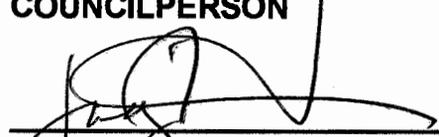
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

RESOLUTION NO. 108-13  
PAGE 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

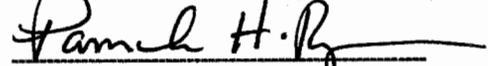
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/4/13

**INTERLOCAL AGREEMENT  
BETWEEN THE PORT OF PALM BEACH AND  
THE CITY OF RIVIERA BEACH FOR THE PROVISION OF  
POLICE SERVICES**

This Interlocal Agreement is made this 4th day of September, 2013, by and between the Port of Palm Beach District, a district created and existing pursuant to 1915 Fla. Laws 7081, as amended from time to time (hereinafter "PORT"), and the City of Riviera Beach, a Florida Municipal Corporation (hereinafter "CITY"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

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

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

**WHEREAS**, there has existed and there continues to exist in the Port a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

**WHEREAS**, the City and the Port have entered into interlocal agreements since 2003 which allows the City to provide this unique presence to the Port which benefits both parties.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of the Port and the City, it is agreed as follows:

**1. Recitals**

The above recitals are true and correct and are incorporated herein by reference.

2. **Term**

The Agreement for Police Services Agreement between the City and the Port dated February 23, 2010, is hereby agreed to have been continued through and terminated upon the effective date of this Agreement. The effective date of this Agreement shall be the date of full execution by both parties. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party.

3. **Services**

- A. The City shall assign two (2) full-time uniformed police officers to the Port, providing eighty (80) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon in writing by the Port and the City. An option may be implemented for a third full-time uniformed police officer (at an amount that reflects the actual salary and benefits of the uniformed patrol officer) as agreed by the Port Executive Director and the City's Police Chief, and shall become a permanent part of this Agreement thereafter. Since an understanding of Port operations will enhance the benefit of these officers to the Port and the City, the City will attempt to assign officers who have become familiar with those operations.
- B. The Port, at its own expense, shall provide the necessary training required to familiarize the assigned officers with the operations of the Port and any other such training deemed necessary for the performance of said officers' duties at the Port. The City shall not be responsible for any overtime cost associated with said training.
- C. Without altering the chain of command of the officers assigned hereunder, said officers shall report to the Executive Director of the Port or designated representative. The City, at its own expense, will provide to, and maintain for, such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a standard City of Riviera Beach marked patrol car.
- D. Upon request by the Port, specialized equipment to include, but not limited to, laptop computers, MESH Network broadband wireless mobile devices, and mobile video cameras will be added to vehicles provided to the Port at the expense of the Port. The City will directly invoice the Port for these expenses. These non-standard equipment

items can be used to access NCIC/FCIC databases from a mobile device in the vehicle in addition to viewing video from remote controlled cameras.

- E. At times other than during the shifts of the assigned officers, and at least once during a patrol shift, at irregular intervals, a uniformed officer who is not assigned to the Port will make a tour of Port property in a marked patrol car, on Port property, and make face-to-face contact with the ranking Port Security Officer. The Patrol Division will conduct the "Business Check" of the Port during regular patrols.
- F. The Port recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such event, the City will give the Port as much notice as necessary to alleviate any hardship on the Port.
- G. The City will provide a Police Canine for primary use at the Port facility.
- H. The City will provide quarterly reports reflecting police activity within the Port, to include crime statistics, traffic citation statistics, business checks, and call activity.

**4. Responsibilities and Functions of the Assigned Officers**

**Police Officers assigned to work at the Port shall:**

- A. Make such detentions and arrests, and exercise all other powers as shall be within the authority of Law Enforcement personnel of the City of Riviera Beach.
- B. Respond to requests for assistance as requested by Port Security Department personnel.
- C. Summon such other County, State, and Federal Law Enforcement, City and/or County EMS, Fire, and other personnel and services, as circumstances shall require.
- D. Promptly report to the Port Security Director all security and law enforcement matters related to Port property and persons thereon, and provide copies of official records and reports of incidents occurring on Port property to the Executive Director or designated representative, in addition to satisfying any other requirements of the City.
- E. Enforce Port parking and traffic regulations by all lawful means, to include traffic accident investigations.

**5. Canine Support**

It is the intent of the Port and the City that a canine dog ("Canine") should be assigned to an officer identified and/or selected to provide law enforcement services at the Port.

Such Canine, and its handler, shall receive the training and certifications generally associated with Canines used at airports and seaports for the detection of explosives, drugs, and related contraband; and such training and certifications shall be maintained current, at the Port's expense. Annual expenses up to \$2,500.00 (prorated over the term of this Agreement) associated with the care and maintenance of said Canine shall be paid for by the Port, upon invoice by the City. Such Canine shall be available for work at the Port as required by Port operations and as circumstances dictate, at no additional cost to the Port.

6. **Coordination**

Each party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below Sergeant. The Port Liaison Officer shall not hold a position below Operations Manager. If requested by the Port and with forty eight (48) hours notice, the City Liaison Officer shall attend local Security Meetings and serve on local Seaport Security Committees.

7. **Payment**

The Port shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the annual sum of \$173,296 (prorated over the term of this Agreement), plus any extra sums as set out herein. The City shall invoice the Port on a quarterly basis, to coincide with the City's fiscal year. Said amount reflects the actual salary and benefits of the uniformed patrol officers now assigned to the Port.

8. **Extra Duty Detail Services**

Upon request of the Port and with at least forty eight (48) hours notice, the City shall provide, if available, additional uniformed officers at the Extra Duty Detail rate of \$35.00 per hour (\$25 per hour paid directly to the officer and \$10 per hour paid to the City), per officer, at any time it may be necessary for additional police presence at the Port. The Port agrees to comply with the City's rules, policies, and procedures regarding off-duty details. Requests for Extra Duty Detail Officers shall be made to the Police Department's Extra Duty Detail Coordinator. Police officers must receive two-hours of training prior to working off-duty details at the Port. The two-hour training course will be provided by the Port. Copies of training certificates shall be provided to the Police Department's

Training Division. Officers must attend the training on their own time and at their own expense.

**9. Port Security Plan**

The services to be provided by the City hereunder are intended to assist the Port in satisfying certain requirements of state and federal laws and regulations, and complying with the Port's Security Plan, the purposes of which are, in part, to establish Police presence to discourage terrorism, illegal immigration, theft, and smuggling. Accordingly, any failure to provide the services set forth herein strictly in accordance herewith shall be a basis for termination.

**10. Miscellaneous Provisions**

- A. In the event that the Agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
- B. No employee of either party to this Interlocal Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by the employee's employer.
- C. All notices required in this Interlocal Agreement shall be sent to the parties at the following addresses, by Certified Mail, facsimile, or hand delivery:

If to the Port:                      Port of Palm Beach District  
One East Eleventh Street, Suite 600  
Riviera Beach, Florida 33404  
Attn: Executive Director  
(561) 842-4240 (Facsimile)

With a copy to:                      John W. Gary, III, Esq.  
Gary, Dytrych & Ryan, P.A.  
701 U.S. One, Suite 402  
North Palm Beach, Florida 33408  
(561) 844-2388 (Facsimile)

If to the City:                        Ruth C. Jones  
City Manager  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404  
(561) 840-3353 (Facsimile)

With a copy to: Pamala H. Ryan, Esq.  
City Attorney  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404  
(561) 845-4017 (Facsimile)

- D. Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida State Statutes. The City's and the Port's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, Ordinances, and rules, and pensions and relief, Disability, Worker's Compensation and other benefits which apply to the activity of officers, agents, or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of any such Interlocal Agreement.
- E. Nothing contained herein shall be deemed a limitation of the Jurisdiction or Law Enforcement responsibilities of the City with respect to the Port or Port property.
- F. This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration, 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 the laws of the State of Florida. Any and all action necessary to enforce the Interlocal Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity, or otherwise, is brought for the interpretation or enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Interlocal 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 cost (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.

- G. 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.
- H. To the extent permitted by law, the City shall indemnify and hold the Port harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Interlocal Agreement. Likewise, to the extent permitted by law, the Port shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Port employees in the performance of this Interlocal Agreement. Nothing in this provision shall be construed as consent by the City or by the Port to be sued, or as a waiver of Sovereign Immunity beyond the limits provided for in Section 768.28, Florida State Statutes.
- I. Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- J. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- K. This Interlocal Agreement constitutes the entire understanding of the parties with respect to the provision of Law Enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

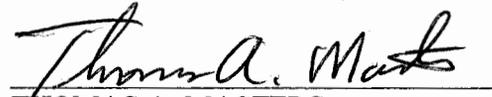
L. Upon execution by the parties, the Port agrees to file a copy of this Interlocal Agreement with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01 (11), Florida State Statutes.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 14<sup>th</sup> day of September, 2013.

ATTEST:

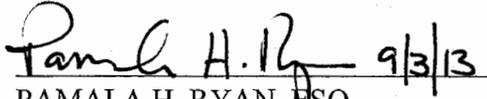
  
CARRIE E. WARD, MMC  
CITY CLERK

CITY OF RIVIERA BEACH

  
THOMAS A. MASTERS  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

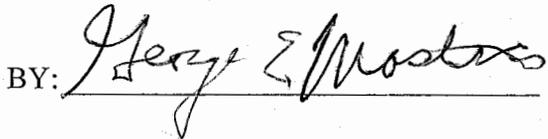
 9/3/13  
PAMALA H. RYAN, ESQ.  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

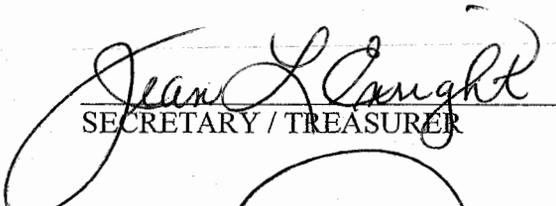
  
CLARENCE D. WILLIAMS, III  
POLICE CHIEF

DATED:

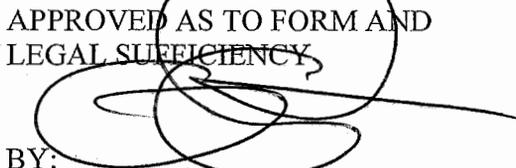
PORT OF PALM BEACH DISTRICT

BY: 

ATTEST:

  
SECRETARY / TREASURER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PORT CONSULTING ATTORNEY

DATED: Aug. 27, 2013

**RESOLUTION NO. 109-13**

**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 \$4,000.00 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 \$4,000.00; 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:**

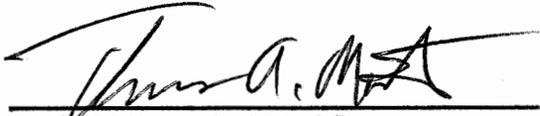
**SECTION 1:** The City Council approves the donation of \$4,000.00 to the Riviera Beach Education Scholarship Program.

**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 \$4,000.00.

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

**PASSED AND ADOPTED this 4TH day of SEPTEMBER 2013.**

APPROVED:

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: B. GUYTON

SECONDED BY: D. PARDO

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

RESOLUTION NO. 110-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARING BID NO. 397-13 TO B&B UNDERGROUND CONTRACTORS INC., OF ROYAL PALM BEACH, FLORIDA FOR THE RECONSTRUCTION OF WEST 13<sup>TH</sup> STREET BETWEEN WEST 13<sup>TH</sup> COURT AND AVENUE R IN THE AMOUNT OF \$1,691,197.80; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%) FOR A TOTAL COSTRUCTION BUDGET OF \$1,860,318; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER(S) 109-0715-541-1-6355 ,412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355, 303-1127-541-0-6351, 310-1123-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City solicited contractors for the reconstruction of West 13<sup>th</sup> Street between West 13<sup>th</sup> Court and Avenue R through the issuance of bid number 397-13; and

**WHEREAS**, B&B Underground Contractors, Inc., of Royal Palm Beach, 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 B&B Underground, the lowest responsive and responsible bidder, in the amount \$1,691,197.80 for the reconstruction of 13<sup>th</sup> Street between 13<sup>th</sup> Court and Avenue R.

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

**109-0715-541-1-6355 -\$500,000**  
**412-1437-533-0-6352- \$93,016**  
**412-1437-535-0-6352- \$93,016**  
**460-1127-541-0-6355- \$632,508**  
**303-1127-541-0-6351- \$464,806**  
**310-1123-541-0-6351- \$76,972**

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

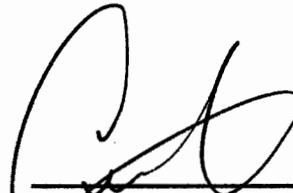
**SECTION 4.** The Mayor and City Clerk are authorized to execute the Contract.

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

**PASSED and APPROVED** this 4TH day of SEPTEMBER, 2013.

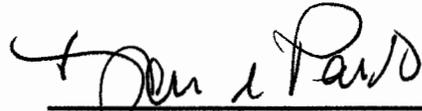
APPROVED:

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

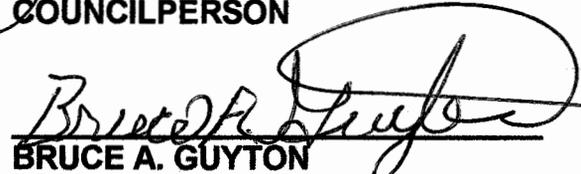
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

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

MOTIONED BY: B. GUYTON

SECONDED BY: J. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 5th day of September, 2013 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and **B&B UNDERGROUND CONTRACTORS, 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 65-1043589.

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 **ROADWAY RECONSTRUCTION ON WEST 13<sup>TH</sup> STREET BETWEEN WEST OF OLD DIXIE HWY TO EAST OF AVENUE R**, 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/liason during the performance of this Contract shall be **TERRENCE N. 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 **THREE HUNDRED (300)** calendar days from the date of official notice to precede, 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 **SEVEN HUNDRED FIFTY DOLLARS (\$750)** 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 the amount of funds annually 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 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 N. BAILEY, P.E., CITY ENGINEER  
ENGINEERING DIVISION, CITY OF RIVIERA BEACH  
2391 AVENUE L, RIVIERA BEACH FL. 33404

and if sent to the CONTRACTOR shall be mailed to:

STEPHEN DECKER, P.E., CONTRACTOR PROJECT MANAGER  
B&B UNDERGROUND CONTRACTORS, INC.  
585 105<sup>TH</sup> AVENUE NORTH UNIT-16  
ROYAL PALM BEACH, FL 33411

**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 13<sup>TH</sup> STREET** shall be guaranteed by the Manufacturer, for a minimum 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 minimum 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 13<sup>th</sup> 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, CONTRACT MANUAL, AND ALL ASSOCIATED RFP DOCUMENTS**. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and **PLANS, SPECIFICATION, AND THE**

Std. Construction Contract July 2013

**ORIGINAL RFP DOCUMENTS.** To the extent that there exists a conflict between this Contract and **PLANS, SPECIFICATION AND ORIGINAL RFP DOCUMENTS**, 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 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**

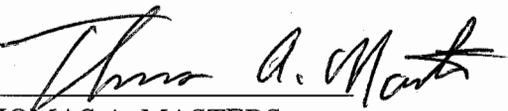
IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

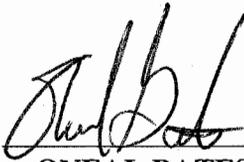
**SIGNATURES ON FOLLOWING PAGE**

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

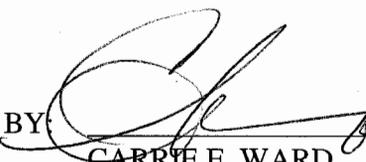
CITY OF RIVIERA BEACH

CONTRACTOR

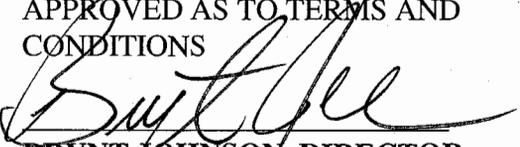
BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
ONEAL BATES:  
PRESIDENT:

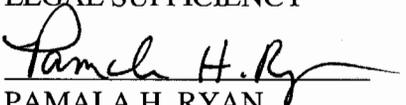
ATTEST:

BY:  9-5-13  
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,  
CITY ATTORNEY

Date: 9/4/13

## **EXHIBIT "A"**

### **SCOPE OF WORK**

The project involves the full reconstruction of West 13th Street from Avenue R to 13th Court in the City of Riviera Beach. 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 existing water main and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer system manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities.

## 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.

*See Addendum # 2*

WEST 13th STREET IMPROVEMENTS					ESTIMATE	
City of Riverview Beach Palm Beach County, Florida City Project # PM442278 STATEG PROJECT #: 21670213						
Item No.	Pay Item No.	Description	Quantity	Unit Price	Total	
Water, Sanitary, Drainage and Roadway Items			Total	Unit	\$	\$
<b>Roadway Base Course</b>						
1	101-1	Mobilization	1	LS	70,000.00	70,000.00
2		Permit Fee (Palm Beach)	1	AL	850,000.00	850,000.00
3	102-1	Maintenance of Traffic	1	LS	16,000.00	16,000.00
4	102-3	Commercial Material for Driveway Maintenance	1	LS	3,000.00	3,000.00
5	104-0	Erosion and Turbidity Control, NPDES Compliance	1	LS	9,300.00	9,300.00
6	110-1-1	Clearing and Grubbing	1	LS	54,000.00	54,000.00
7	110-1-1	Removal of Existing Pavement (Driveways Outside R/W)	1	LS	8,000.00	8,000.00
8	110-3	Removal of Existing Structures	1	LS	5,000.00	5,000.00
9	110-7-1	Relocation of Manholes	8	EA	480.00	480.00
10	106-4	Subbase Subgrade (Type III) (2" Min. LBS 40)	20,443	SY	5.80	118,559.40
11	230-1-4	Limerock Base Course (4" Under Curb)	2,682	SY	8.00	21,456.00
12	230-1-6	Limerock Base Course (18")	17,781	SY	13.00	231,353.00
13	260-1	Driveway Trench (8" Concrete) (Hide R/W)	1,029	SY	31.00	31,899.00
14	260-1	Driveway Retain (8" Concrete) (Outside R/W)	200	SY	30.00	6,000.00
15	327-20-1	MS & Overlay w/1" FC-12.5, Rubber (TL-C)	1,160	SY	13.00	15,080.00
16	334-1-12	1-1/2" Superpack Structural Course (TL-C)	17,781	SY	7.50	133,357.50
17	337-3-20	1" FC-12.5, Rubber (TL-C)	17,781	SY	6.20	110,242.20
18	425-1-201	Curb Inlet (Type 9), Type C Structures (incl. Frame & Grate)	29	EA	3,000.00	87,000.00
19	425-1-503	Manhole Type J (Including Top Ring, Ring & Cover)	20	EA	4,750.00	95,000.00
20	425-1-506	Modify Inlet Structure w/Top Sub and Manhole Ring & Cover	1	EA	2,000.00	2,000.00
21	425-1-505	Manhole Frame & Grate	3	EA	625.00	1,875.00
22	430-175-11	Concrete Pipe Culvert (18" Solid) (Include Trenching & Backfilling)	530	LF	33.00	17,490.00
23	430-175-21	Concrete Pipe Culvert (18" Solid) (Include Trenching & Backfilling)	2,019	LF	33.00	66,627.00
24	443-75-4	30" Extruded Trench (Include 18" Slotted PCP)	1,880	LF	65.00	122,200.00
25	520-1-10	Concrete Curb and Gutter (Type F)	8,700	LF	12.00	104,400.00
26	522-1	Concrete Sidewalk (4" Thick)	2,396	SY	22.00	52,712.00
27	527-1	Detachable Warning Surface (7 Locations)	240	SF	26.00	6,240.00
28	570-1-2	Soil (Match Existing) (Include Watering and Maintenance)	3,400	SY	5.00	17,000.00
29	635-1-11	Pull & Junction Box, F&I, Pull Box	2	EA	500.00	1,000.00
30	9000	Record Drawings	1	LS	23,500.00	23,500.00
Subtotal Roadway Items						1,513,796.60
<b>Project Marking and Signs</b>						
31	700-20-11	R2-1-25 Sign Assembly	3	AS	225.00	675.00
32	700-20-11	R1-1 Sign Assembly w/ D-3 Signs (2 Banners)	5	AS	645.00	3,225.00
33	700-20-11	W1D-1 Sign Assembly	1	AS	250.00	250.00
34	700-20-11	Remove Existing Sign	25	EA	20.00	500.00
35	706-3	Retro-Reflective Pavement Marker	1	LS	3,700.00	3,700.00
36	711-11-111	Thermoplastic Solid Signs (8" White)	5,400	LF	1.00	5,400.00
37	711-11-123	Thermoplastic Solid Signs (12" White)	675	LF	2.00	1,350.00
38	711-11-125	Thermoplastic Solid Signs (24" White)	100	LF	7.20	720.00
39	711-11-131	Thermoplastic Solid Signs (6" Yellow w/10' - 30' Slip)	3,890	LF	1.00	3,890.00
40	711-1-160	Thermoplastic Standard White Message	3	EA	160.00	480.00
41	711-11-170	Thermoplastic Standard White Arrow	50	EA	70.00	3,500.00
42	711-11-211	Thermoplastic Solid Signs (6" Double Yellow)	2,700	LF	1.90	5,130.00
43	711-11-224	Thermoplastic Solid (18" Yellow)	200	LF	7.50	1,500.00
44	711-11-241	Thermoplastic (6" Yellow @ - 10' Slip)	240	LF	1.50	360.00
45	730-95	Project Identification Sign	4	EA	600.00	2,400.00
Subtotal Pavement Marking and Signs						33,996.00

**EXHIBIT "B"**  
**SCHEDULE OF PAYMENTS(cont)**

Water and Sewer Lines							
46	1050-11-213	2" PVC Conduit (including Trenching & Backfilling)	225	LF	48 <sup>00</sup>	880 <sup>00</sup>	
47	1050-11-212	4" PVC Conduit (including Trenching & Backfilling)	893	LF	70 <sup>00</sup>	6,160 <sup>00</sup>	
48	1050-11-223	6" PVC Water Main (including Trenching & Backfilling)	195	LF	132 <sup>00</sup>	2,632 <sup>50</sup>	
49	1050-11-224	8" PVC Water Main (include Trenching & Backfilling)	2,620	LF	172 <sup>00</sup>	31,948 <sup>50</sup>	
50	1050-11-224	10" PVC Water Main (include Trenching & Backfilling)	142	LF	272 <sup>00</sup>	3,905 <sup>00</sup>	
51	1050-11-424	8" DIP Water Main (include Trenching & Backfilling)	30	LF	48 <sup>00</sup>	1,440 <sup>00</sup>	
52	1050-11-424	Cut & Remove Existing 8" PVC San. Sewer Main (include Disposal)	50	LF	20 <sup>00</sup>	400 <sup>00</sup>	
53	1050-11-424	8" DIP Sanitary Sewer Main (include Trenching & Backfilling)	20	LF	62 <sup>00</sup>	1,240 <sup>00</sup>	
54	1050-15-003	Disconnect, Adjust & Reconnect Existing Sanitary Lateral	4	EA	550 <sup>00</sup>	2,320 <sup>00</sup>	
55	1050-18-004	Excav & Abandon Existing 8" PVC WM	2,000	LF	3 <sup>00</sup>	6,000 <sup>00</sup>	
56	1050-18-004	Excav & Abandon Existing 10" CI WM	80	LF	6 <sup>00</sup>	480 <sup>00</sup>	
57	1055-11-254	8" Plug	15	EA	111 <sup>00</sup>	1,998 <sup>00</sup>	
58	1055-11-254	10" DIP Plug	2	EA	160 <sup>00</sup>	320 <sup>00</sup>	
59	1055-11-414	8" DIP 45 Degree Bend	14	EA	300 <sup>00</sup>	4,200 <sup>00</sup>	
60	1055-11-414	8" DIP 22.5 Degree Bend	2	EA	300 <sup>00</sup>	600 <sup>00</sup>	
61	1055-11-424	8" x 8" DIP Tee	7	EA	470 <sup>00</sup>	3,290 <sup>00</sup>	
62	1055-11-424	8" x 8" DIP Tee	1	EA	545 <sup>00</sup>	545 <sup>00</sup>	
63	1055-11-424	10" x 8" DIP Tee	1	EA	472 <sup>00</sup>	472 <sup>00</sup>	
64	1055-11-434	10" x 8" DIP Reducer	2	EA	700 <sup>00</sup>	1,400 <sup>00</sup>	
65	1055-11-444	8" Coupling	4	EA	365 <sup>00</sup>	1,460 <sup>00</sup>	
66	1055-11-444	10" Coupling	2	EA	445 <sup>00</sup>	890 <sup>00</sup>	
67	1055-11-484	10" DIP Cross	1	EA	600 <sup>00</sup>	2,000 <sup>00</sup>	
68	1050-11-303	50" x 8" Tapping Sleeve & Valve	1	EA	3,500 <sup>00</sup>	3,500 <sup>00</sup>	
69	1050-11-304	8" Gate Valve	7	EA	850 <sup>00</sup>	5,950 <sup>00</sup>	
70	1050-11-404	8" Gate Valve	3	EA	1,200 <sup>00</sup>	10,800 <sup>00</sup>	
71	1050-11-404	10" Gate Valve	2	EA	1,600 <sup>00</sup>	3,200 <sup>00</sup>	
72	1050-105-02	Sample Point (include Testing)	5	EA	200 <sup>00</sup>	1,000 <sup>00</sup>	
73	1544-116-08	Relocate Existing Fire Hydrant	1	EA	350 <sup>00</sup>	350 <sup>00</sup>	
74	1544-116-08	Fire Hydrant Assembly	7	EA	2,000 <sup>00</sup>	14,000 <sup>00</sup>	
75	1655-191-502	2" Single PE Water Service with Meter Box (include Trenching & Backfilling)	11	EA	1,500 <sup>00</sup>	16,500 <sup>00</sup>	
76	1655-191-502	2" Double PE Water Service with Meter Box (include Trenching & Backfilling)	7	EA	1,750 <sup>00</sup>	12,250 <sup>00</sup>	
		Subtotal Water and Sewer Lines				145,531 <sup>00</sup>	
		<b>GRAND TOTAL</b>				<b>1,693,319.20</b>	

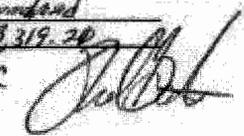
*ONE million Six hundred ninety three thousand three hundred and thirty one dollars and twenty cents* DOLLARS (\$1,693,319.20)

SUBMITTED BY: B&B UNDERGROUND CONTRACTORS INC

SIGNED DATE: 9-5-2013

NAME PRINTED: A. C. Bates

TITLE: PRESIDENT



**RESOLUTION NO. 111-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE (3) YEAR AGREEMENT TO PROVIDE POLICE SERVICES TO THE HOMEOWNERS ASSOCIATION OF THOUSAND OAKS FROM SEPTEMBER 5, 2013, THROUGH SEPTEMBER 4, 2016; AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$44,976.25 FOR A TOTAL OF \$179,905.00 PER YEAR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Homeowners Association of Thousand Oaks seeks to continue to improve the level of security for its residents and property; and

**WHEREAS,** In partnership with the Homeowners Association of Thousand Oaks, the Riviera Beach Police Department is prepared to continue an Agreement to provide Police services specific to the needs of Thousand Oaks; and

**WHEREAS,** The City of Riviera Beach is willing and able to provide Police services to the Homeowners Association of Thousand Oaks for a reasonable fee.

**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 an Agreement with the Homeowners Association of Thousand Oaks.

**SECTION 2:** The Director of Finance & Administrative Services is authorized to accept quarterly payments in the amount of \$44,976.25, totaling \$179,905.00 per year, for a period of three (3) years.

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

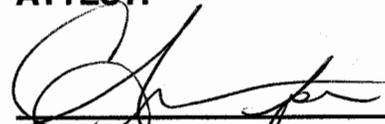
**PASSED AND ADOPTED this 4TH day of SEPTEMBER 2013.**

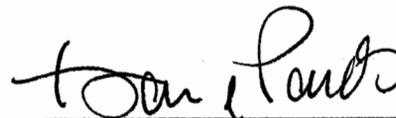
APPROVED:

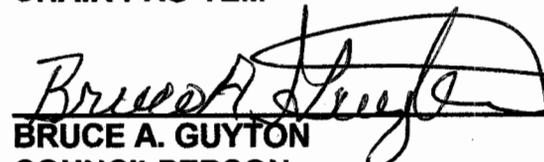
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

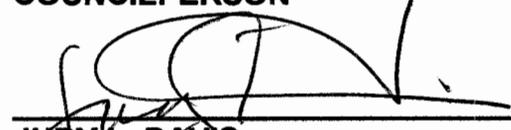
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

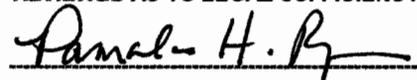
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

## AGREEMENT FOR POLICE SERVICES

This Agreement is made the 4th day of SEPTEMBER, 2013, by and between the Homeowner's Association of Thousand Oaks (hereinafter "Thousand Oaks"), and the City of Riviera Beach, a Florida municipal corporation (hereinafter "City"), constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### WITNESSETH:

WHEREAS, there has existed and there continues to exist in the Thousand Oaks Community a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the City and Thousand Oaks have entered into agreements since 2008 which allows the CITY to provide this unique presence to Thousand Oaks which benefits both parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of Thousand Oaks and the City, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term. The term of this Agreement shall be for three (3) years commencing on September 5, 2013, and terminating on September 4, 2016, unless otherwise terminated as set out herein.
3. Services.
  - A. The City shall assign two (2) full-time uniformed police officers to Thousand Oaks, providing a full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City. If said schedule is a 12-hour shift rotation, each officer shall work eighty-four (84) hours bi-weekly. If said schedule is an 8-hour rotation, each officer shall work forty (40) hours per week. An option may be implemented for

additional police officers upon the request of Thousand Oaks, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City, and become a permanent part of this Agreement thereafter. Since an understanding of Thousand Oaks operations will enhance the benefit of the officers to the Thousand Oaks Community and the City, the City will attempt to assign an officer who has become familiar with those operations.

- B. Thousand Oaks, at its own expense, shall provide the necessary training required to familiarize the assigned officers with the Thousand Oaks Community and any other such training deemed necessary for the performance of said officers' duties in the Thousand Oaks Community. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training.
- C. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the Thousand Oaks Executive Staff or as designated by Thousand Oaks. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.
- D. Patrol cars will be equipped laptop computers capable of accessing NCIC / FCIC databases and surveillance cameras.
- E. At times other than during the shifts of the assigned officers, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the Thousand Oaks property, and make face-to-face contact with the on duty Security Officer.
- F. Thousand Oaks recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers.

The City agrees that in such event, the City will give Thousand Oaks as much notice as necessary to alleviate any hardship on Thousand Oaks.

- G. The City will provide quarterly reports reflecting police activity within Thousand Oaks, to include crime statistics, traffic citation statistics, and call activity.

4. Responsibilities and Functions of the Assigned Officers

Police Officers assigned to Thousand Oaks shall:

- A. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.
- B. Respond to requests for assistance as requested by the Thousand Oaks security personnel.
- C. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- D. As part of each the officers' work week as set forth above each officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to Thousand Oaks.
- E. Notify the on duty security officer concerning security and law enforcement matters related to Thousand Oaks property and persons thereon, and provide copies of reports of incidents occurring on Thousand Oaks property to the designated representative, in addition to satisfying any other requirements of the City in section (3)G above.
- F. Enforce parking and traffic regulations within the Thousand Oaks Community.

- 5. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below

Sergeant. Thousand Oaks' liaison official shall not hold a position below Homeowners Association Executive Board Member. If requested by Thousand Oaks and with forty-eight (48) hours notice, the City Liaison Officer may attend local committee security meetings and attend local security committee meetings.

6. Payment. Thousand Oaks shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the annual sum of \$179,905. Said amount reflect the actual salary and benefits of the uniformed patrol officers assigned to Thousand Oaks. The Agreement shall be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force Labor Agreement. The City will invoice Thousand Oaks on a quarterly basis, to coincide with the City's fiscal year. Any adjustments to the quarterly payment amount will be provided to Thousand Oaks, in writing, by the City.

7. Miscellaneous Provisions.

- A. The Agreement may be terminated by either party without cause with sixty (60) days prior written notice. In the event that the Agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
- B. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer.
- C. The City agrees to allow a representative of Thousand Oaks to participate in the selection of the officer in a manner consistent with the City's policy and in accordance City's in-force Labor Agreement.
- D. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Thousand Oaks:

GWM Property Management  
c/o Mr. Glenn Megan  
PO Box 2433  
Jupiter, FL: 33468  
(561) 951-6590  
[Smb195755@comcast.net](mailto:Smb195755@comcast.net)

With a copy to:

Homeowners Association of Thousand Oaks  
1034 Centerstone Lane  
Riviera Beach, Florida 33404  
ATTN: Jeffrey Jackson, President of the Board of Directors  
(561) 845-1016  
[thousandoaks1@yahoo.com](mailto:thousandoaks1@yahoo.com)

If to City:

Ruth C. Jones  
City Manager  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
(561) 845-4010

With a copy to:

Pamala H. Ryan, Esq.  
City Attorney  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
(561) 845-4017 ([cityattorney@rivierabch.com](mailto:cityattorney@rivierabch.com))

- E. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the Thousand Oaks governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's

compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.

- F. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to Thousand Oaks or Thousand Oaks property.
- G. PUBLIC RECORDS: Thousand Oaks 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 Thousand Oaks 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.

- H. All parties shall be responsible for their own attorney's 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 Agreement's execution, validity, the obligations provided herein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement.
- I. 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.
- J. To the extent permitted by law, the City shall indemnify and hold Thousand Oaks harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement. Likewise, to the extent permitted by law, Thousand Oaks shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Thousand Oaks employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by Thousand Oaks to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- K. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- L. No delay by either party in enforcing any covenant or right hereunder shall

be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

- M. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

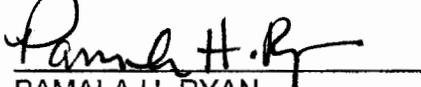
  
CARRIE E. WARD, MMC  
CITY CLERK

CITY OF RIVIERA BEACH

  
THOMAS A. MASTERS  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
PAMALA H. RYAN,  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

  
CLARENCE D. WILLIAMS, III  
POLICE CHIEF

DATED: 9/4/13

THOUSAND OAKS HOMEOWNERS  
ASSOCIATION

BY:

  
THOUSAND OAKS HOMEOWNERS  
ASSOCIATION

ATTEST:

\_\_\_\_\_  
SECRETARY/TREASURER

  
Franke Kalich Sec

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
THOUSAND OAKS HOMEOWNERS ASSOCIATION  
CONSULTING ATTORNEY

DATED:

**RESOLUTION NO. 112-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING UPDATED FEES AND CIVIL PENALTIES FOR THE POLICE ALARM SYSTEMS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach Police Department has been operating under the same Burglar Alarm ordinance since 1957; and,

**WHEREAS**, the fees and civil penalties established in said ordinance are outdated and provide no incentive to obtain compliance with the ordinance; and,

**WHEREAS**, the City Council has approved the new Police Alarm System ordinance to replace the outdated Burglar Alarm ordinance; and,

**WHEREAS**, consistent with the new Police Alarm System, the Police Department seeks to have updated associated fees and civil penalties established; and,

**WHEREAS**, the City Council finds it in the best interest of the City to establish updated fees and civil penalties for the Police Alarm Systems ordinance.

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

**SECTION 1** The above recitals are true and are hereby incorporated into this resolution.

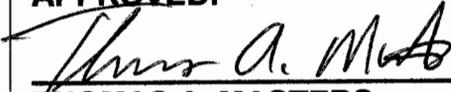
**SECTION 2.** The City Council hereby establishes the fees and civil penalties associated with the Police Alarm Systems ordinance as shown on Exhibit "A" attached hereto and incorporated herein.

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

**PASSED and APPROVED this 4TH day of SEPTEMBER, 2013.**

RESOLUTION NO. 112-13  
PAGE 2

APPROVED:

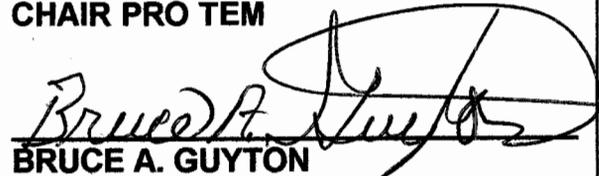
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

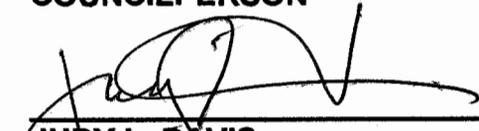
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

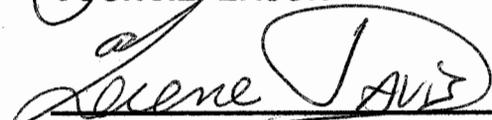
ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

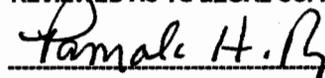
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

**EXHIBIT "A"**

**FEEES AND CIVIL PENALTIES FOR THE POLICE ALARM SYSTEMS ORDINANCE**

The following fees and civil penalties are established for the Police Alarm Systems ordinance and shall be deposited into False Alarm account 001-00-354105:

**A. FEEES:**

- |    |                                |      |
|----|--------------------------------|------|
| 1. | Annual Permit Fee:             | \$25 |
| 2. | Annual Renewal Fee:            | \$25 |
| 3. | Late Fee (for late renewals):  | \$5  |
| 4. | Transfer Fee:                  | \$15 |
| 5. | Late Fee (for late transfers): | \$5  |

**B. CIVIL PENALTIES:**

- |    |                                           |       |
|----|-------------------------------------------|-------|
| 1. | <u>False Alarms:</u>                      |       |
|    | a. False Alarms (third, fourth or fifth): | \$50  |
|    | b. False Alarms (sixth or seventh):       | \$100 |
|    | c. False Alarms (eighth or ninth):        | \$250 |
|    | d. False Alarms (tenth or more):          | \$500 |
| 2. | <u>Violation by Alarm User:</u>           |       |
|    | a. Failure to obtain an alarm permit:     | \$100 |
|    | b. Other violations:                      | \$100 |
| 3. | <u>Violation by Alarm Company:</u>        |       |
|    | a. Failure to be properly licensed:       | \$100 |
|    | b. Other violations:                      | \$100 |

**RESOLUTION NO. 113-13**

**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 \$3,000.00 FROM THE LAW ENFORCEMENT TRUST FUND FOR THE IMPLEMENTATION AND DEPLOYMENT OF SMARTWATER TECHNOLOGY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Police Department, as part of its ongoing endeavors to serve the residents and business owners of the City of Riviera Beach, recognizes the need for Crime Prevention 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 to strengthen the City's loss prevention efforts by making Smartwater available for use on City owned assets.

**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 expenditure in the amount of \$3,000.00 for the implementation and deployment of Smartwater Technology from the Law Enforcement Trust Fund.

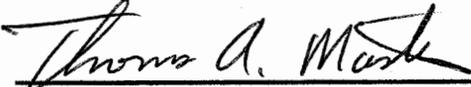
**SECTION 2:** The City Council authorizes the Director of Finance and Administrative Services to appropriate the fund balance from the Law Enforcement Trust Fund Account No. 150-00-358201 in the amount of \$3,000.00.

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

**PASSED AND ADOPTED this 4TH day of SEPTEMBER 2013.**

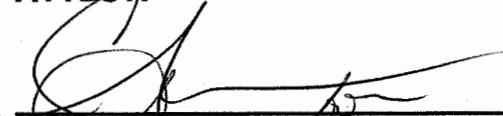
RESOLUTION NO. 113-13  
PAGE 2

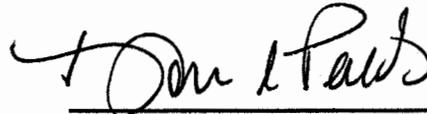
APPROVED:

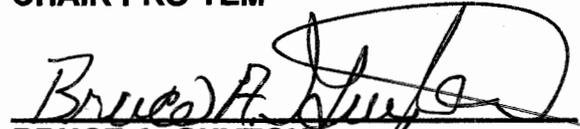
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

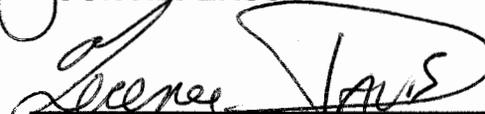
ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

**RESOLUTION NO. 114-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING AND DELETING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, PURSUANT TO THE 2013 – 2014 FISCAL BUDGET AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has approved the creation of part-time classified and unclassified positions and deletion of unclassified and classified positions; and

**WHEREAS**, the below positions will be approved in the 2013 – 2014 Fiscal Year Budget; and

**WHEREAS**, these positions will be added or deleted from the Job Classification List as indicated below.

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

**SECTION 1.** That the following unclassified positions be created and added to the Administrative Job Classification List:

<b><u>JOB CLASSIFICATION LIST</u></b>	<b><u>POSITION</u></b>	<b><u>PAY GRADE</u></b>	<b><u>RANGE</u></b>
Administrative	Youth Empowerment Program Ctr. Director	19	\$51,975 - \$77,963
	Internal Auditor	22	\$62,569 - \$93,853
	Data Base Administrator	19	\$51,975 - \$77,963
	Treasury Manager	21	\$59,038 - \$88,557
	Office Manager	19	\$51,975 - \$77,963
	Program Manager	19	\$51,975 - \$77,963

**SECTION 2.** That the following classified positions be created and added to the General Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>RANGE</u>	<u>RANGE</u>
General	Paralegal	15	\$42,683 - \$66,159
	Legal Staff Assistant	13	\$39,260 - \$60,853

**SECTION 3.** That the following unclassified part-time position be added to the Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>RANGE</u>	<u>RANGE</u>
Part-time	Youth Worker	P/T	\$14.50/hr.

**SECTION 4.** That the following unclassified and part-time positions be deleted from the Administrative and General Employees Job Classification List.

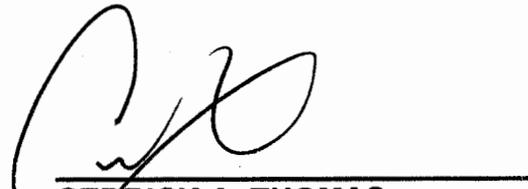
<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>RANGE</u>	<u>RANGE</u>
Administrative	Facilities Manager	21	\$59,038 - \$88,557
	Drug Court Coordinator	18	\$47,353 - \$73,398
General Employees	Paralegal/ Administrative Assistant	13	\$39,260 - \$60,853
Part-time	Legal Staff Asst.	---	\$16.41/hr.

**SECTION 5.** That this Resolution shall take effect October 1, 2013.

**PASSED AND APPROVED** this 4TH day of SEPTEMBER 2013.

APPROVED:

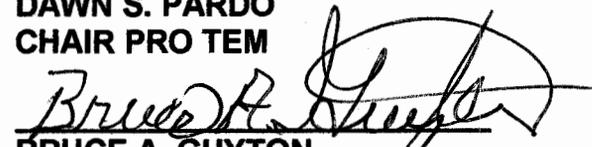
  
THOMAS A. MASTERS  
MAYOR

  
CEDRICK A. THOMAS  
CHAIRPERSON

MUNICIPAL SEAL

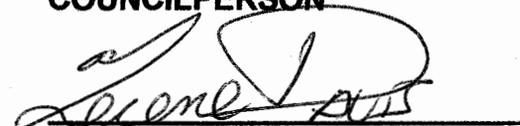
  
DAWN S. PARDO  
CHAIR PRO TEM

ATTEST:

  
BRUCE A. GUYTON  
COUNCILPERSON

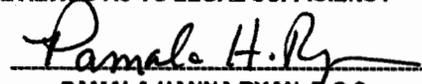
  
CARRIE E. WARD, MMC  
CITY CLERK

JUDY L. DAVIS  
COUNCILPERSON

  
TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY B. GUYTON  
SECONDED BY T. DAVIS

C. THOMAS AYE  
D. PARDO AYE  
B. GUYTON AYE  
J. DAVIS AYE  
T. DAVIS AYE

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

DATE: 9/4/13

RESOLUTION NO. 115-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM OTHER GRANTS AND AIDS ACCOUNT NUMBER 001-0203-519-0-5521 ON BEHALF OF THE 2013-2014 CITY OF RIVIERA BEACH EDUCATION SCHOLARSHIP RECIPIENTS IN THE AMOUNT OF \$19,000; AUTHORIZING THE DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES TO APPROPRIATE DONATION FUNDS RECEIVED FROM THE WEST PALM BEACH FISHING CLUB IN THE AMOUNT OF \$2,000; POLICE LAW ENFORCEMENT TRUST FUND IN THE AMOUNT OF \$4,000; MAYOR THOMAS MASTERS (COMMUNITY BENEFITS FUND) IN THE AMOUNT OF \$1,000; COUNCILWOMAN JUDY DAVIS (COMMUNITY BENEFITS FUND) IN THE AMOUNT OF \$1,000; GEU REAL ESTATE, LLC IN THE AMOUNT OF \$1,000; T&C EXPRESS, INC. IN THE AMOUNT OF \$1,000; \$1,000 FROM THE RIVIERABEACH EDUCATION ADVISORY COMMITTEE (IF NEEDED); AND DISBURSE FUNDS FROM ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council supports the ideals of higher education for the youth of Riviera Beach; and

**WHEREAS,** The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past fifteen (15) years; and

**WHEREAS,** In addition to budgeted funds, the City has a commitment for a donation of \$2,000 from the West Palm Beach Fishing Club; \$4,000 from the Police Law Enforcement Trust Fund; \$1,000 from Mayor Thomas Masters (Community Benefits Fund); \$1,000 from Councilwoman Judy Davis (Community Benefits Fund); \$1,000 from GEU Real Estate, LLC; \$1,000 from T&C Express, Inc.; and \$1,000 from the Riviera Beach Education Advisory Committee (if needed).

**RESOLUTION NO. 115-13**  
**PAGE 2**

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

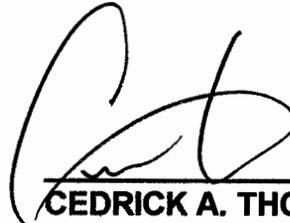
**SECTION 1:** That the Director, Finance & Administrative Services is authorized to make payment on behalf of 2013 scholarship recipients from account number 001-0203-519-0-8301 in the amount of \$19,000 and appropriate Fund Balance in the Donations Fund in the amount of \$11,000 and make payment for same.

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

**APPROVED:**



**THOMAS A. MASTERS**  
**MAYOR**

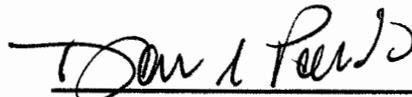


**CEDRICK A. THOMAS**  
**CHAIRPERSON**

**ATTEST:**



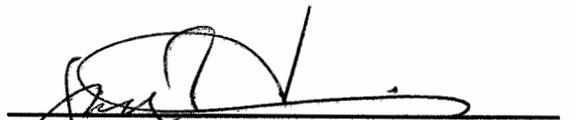
**CARRIE E. WARD**  
**MASTER MUNICIPAL CLERK**  
**CITY CLERK**



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



**BRUCE A. GUYTON**  
**COUNCILPERSON**

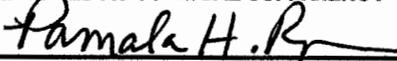


**JUDY L. DAVIS**  
**COUNCILPERSON**



**TERENCE D. DAVIS**  
**COUNCILPERSON**

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/4/13

RESOLUTION NO. 115-13  
PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS ABSTAIN

T. DAVIS AYE

**RESOLUTION NO. 116-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF \$5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2013 TO SEPTEMBER 30, 2014; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Alcalde & Fay, Ltd., has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development and parks and recreation; and

**WHEREAS**, the City Council desires to retain the services of Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach; and

**WHEREAS**, the terms of the Agreement commences on October 1, 2013 and expires on September 30, 2014.

**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 the Mayor and City Clerk to execute the Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

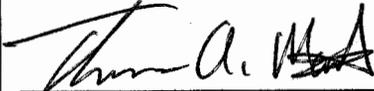
**SECTION 2.** That compensation shall be \$5,000 per month for one (1) year commencing October 1, 2013 to September 30, 2014; the City shall reimburse Alcalde & Fay, Ltd., for reasonable expenses incurred at cost in connection with the work performed. The amount shall be paid from the Professional Services-Other Account No. 001-0203-519-0-3106.

**SECTION 3.** A copy of the Agreement is attached hereto and made a part of this Resolution.

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

PASSED AND APPROVED this 4TH day of SEPTEMBER 2013.

APPROVED:

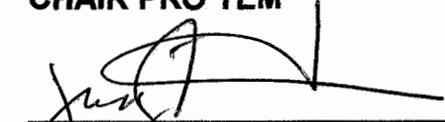
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

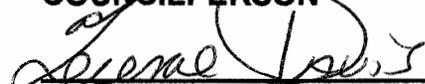
ATTEST:

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

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

RESOLUTION NO. 116-13  
PAGE 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

D. PARDO AYE

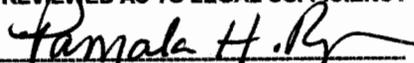
J. DAVIS AYE

B. GUYTON AYE

T. DAVIS AYE

DDT.DPM.08222013

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/4/13

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND  
ALCALDE AND FAY, LTD.**

The following is an agreement between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation; and

WHEREAS, in the judgment of the Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART I - SPECIFIC PROVISIONS**

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise as requested on federal appropriations, authorizations and grant programs for public works, water resources, public safety, energy, economic development, and parks and recreation projects, including but not limited to:
1. Developing strategies to obtain and maximize federal funding for CITY public works, water resources, public safety, energy, economic development, and parks and recreation priorities.
  2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
  3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
  4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY'S congressional delegation.
  5. Advocating CITY interests during the federal legislative and regulatory process.
  6. Arranging visits by CITY officials with the CITY'S Congressional Delegation and Federal agencies.
  7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY'S written request.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. CONTRACTOR shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on October 1, 2013. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a

monthly basis and will not exceed \$100 per month. All travel expenses will be incurred only following written approval by the City Manager.

- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, L.A. "Skip" Bafalis, and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES  
CITY OF RIVIERA BEACH, FLORIDA  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FLORIDA 33404  
(561) 845-4095

CONTRACTOR: L. A. "SKIP" BAFALIS  
ALCALDE & FAY, LTD.  
2111 WILSON BLVD., 8<sup>TH</sup> FLOOR  
ARLINGTON, VA 22201  
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2013 and shall terminate on September 30, 2013 or upon 30 day's written notice by either party with or without cause. *2014*
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

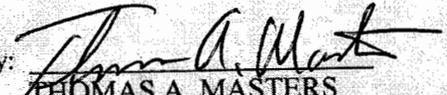
- G. **MEDIATION:** All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- H. **ATTORNEY'S FEES; COSTS; VENUE:** In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.
- I. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.
- J. **PUBLIC RECORDS: ALCALDE AND FAY, LTD** shall comply with Florida's Public Records Act, 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 Consultant 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this  
4th day of SEPTEMBER, 2013.

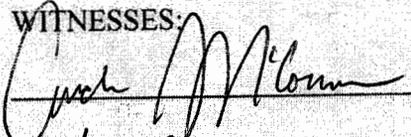
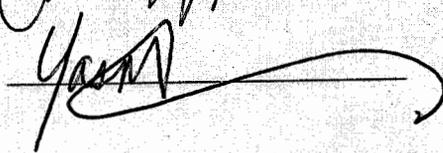
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

CITY OF RIVIERA BEACH

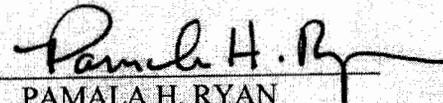
By:   
THOMAS A. MASTERS  
MAYOR

WITNESSES:

ALCALDE AND FAY, LTD.

By:   
L.A. "SKIP" BAFALIS  
PARTNER

BY:   
PAMALA H. RYAN  
CITY ATTORNEY  
DATE: 9/29/13

**RESOLUTION NO. 117-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A WORK ORDER WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN (C3TS), P.A. OF BOCA RATON, FLORIDA FOR CIVIL ENGINEERING POST-DESIGN/CONSTRUCTION OVERSIGHT SERVICES FOR THE WEST 13<sup>TH</sup> STREET ROADWAY IMPROVEMENT PROJECT IN THE AMOUNT OF \$105,102.50; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER (S) 412-1437-533-0-6352, 412-1437-535-0-6352, 460-1127-541-0-6355,310-1123-541-0-6351AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved, through Resolution No. 63-12, the receipt of \$500,000 from the State of Florida for the reconstruction of West 13<sup>th</sup> Street between Old Dixie Highway and the railroad crossing near Avenue R; and

**WHEREAS**, the City Council approved, through Resolution No. 66-12, the reconstruction of West 13<sup>th</sup> Street between Old Dixie Highway and the railroad crossing near Avenue R; and

**WHEREAS**, the City Council approved, through Resolution No. 88-12, the design by C3TS for reconstruction of West 13<sup>th</sup> Street between Old Dixie Highway and the railroad crossing near Avenue R; and

**WHEREAS**, due to the magnitude of the project, post design services and construction oversight will be required to help ensure that the project is as successful as possible; and

**WHEREAS**, C3TS, as the City's continuing services engineering firm under contract, is capable of completing the post-design and construction oversight work required to meet all schedule deadlines.

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

**SECTION 1.** That the City Council hereby approves the issuance of a work order to Corzo Castella Carballo Thompson Salman (C3TS), P.A. of Boca Raton, Florida to provide post-design and construction oversight services required to oversee the construction of West 13<sup>th</sup> Street Improvements in the amount of \$105,102.50.

**RESOLUTION NO. 117-13**

**PAGE 2**

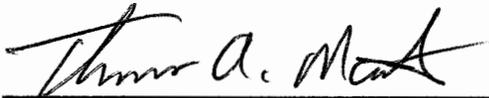
**SECTION 2.** That the Director of Finance and Administrative Services is authorized to make payment for same.

**SECTION 3.** That the City Manager shall have authority to approve change orders in an amount not to exceed ten percent (10%) of the contract amount.

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

**PASSED and APPROVED** this 4TH day of SEPTEMBER, 2013.

**APPROVED:**



**THOMAS A. MASTERS  
MAYOR**



**CEDRICK A. THOMAS  
CHAIRPERSON**

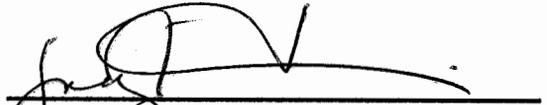
**ATTEST:**



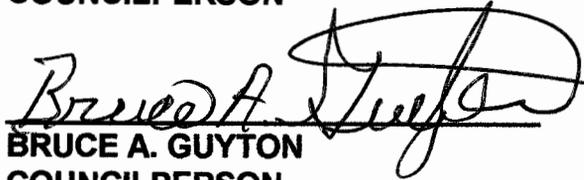
**CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK**



**DAWN S. PARDO  
CHAIR PRO TEM**



**JUDY L. DAVIS  
COUNCILPERSON**

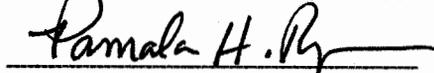


**BRUCE A. GUYTON  
COUNCILPERSON**



**TERENCE D. DAVIS  
COUNCILPERSON**

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/4/13

**RESOLUTION NO. 117-13**

**PAGE 3**

**MOTIONED BY: B. GUYTON**

**SECONDED BY: T. DAVIS**

**B. GUYTON AYE**

**J. DAVIS AYE**

**C. THOMAS AYE**

**D. PARDO AYE**

**T. DAVIS AYE**

**RESOLUTION NO. 118-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE COUNCILMAN CEDRICK THOMAS 3RD ANNUAL 5TH GRADE FUN DAY AT JOHN F. KENNEDY MIDDLE SCHOOL, 1901 AVE. "S"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Councilman Cedrick Thomas hosted the First 5th Grade Fun Day in December, 2011, and in keeping with the success of this fun and educational event for our local students; and

**WHEREAS**, Approximately 700 students and faculty members will attend the event that will be comprised of: an animal presentation, gaming ride, police and fire demonstrations, lunch, horse riding activities and a marching band presentation from the students, as well as exciting giveaways, and

**WHEREAS**, Councilman Cedrick Thomas would like to host the 3rd Annual 5th Grade Fun Day on Friday, December 6, 2013, at 9:30am - 2:30pm; and

**WHEREAS**, the local 5th graders from the following schools will be invited to participate in the event: JFK Middle School, Dr. Mary McLeod Bethune, Grove Park Elementary, Lincoln Elementary, Washington Elementary, West Riviera Elementary, Egret Lake and Lake Park.

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

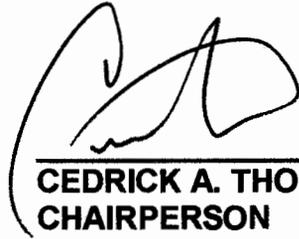
**SECTION 1.** The City Council authorizes **that** Councilman Cedrick Thomas would like to host the 3rd Annual 5th Grade Fun Day on Friday, December 6, 2013, at 9:30am - 2:30pm.

**SECTION 2.** The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

**SECTION 3.** This Resolution shall become effective upon its passage and approval by the City Council

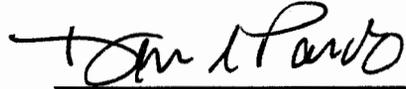
APPROVED:

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

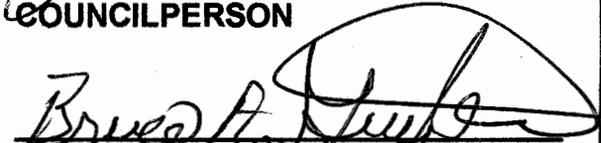
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

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

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

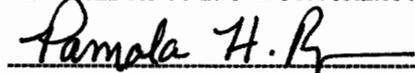
J. DAVIS NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

**RESOLUTION NO. 119-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 5TH ANNUAL COUNCILMAN CEDRICK THOMAS THANKSGIVING TURKEY GIVEAWAY WITH THE LOCATION OF THE EVENT TO BE ANNOUNCED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, over the last two years, Councilman Cedrick Thomas has donated over 2,000 turkeys to families in our community, and

**WHEREAS**, in keeping with the spirit of Thanksgiving, this year Councilman Cedrick Thomas would once again like to donate turkeys to our fellow citizens, and

**WHEREAS**, Councilman Cedrick Thomas will host the 5th annual Thanksgiving Turkey Giveaway for the residents of Riviera Beach on Tuesday, November 26, 2013, at 8:30am.

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

**SECTION 1.** The City Council authorizes Councilman Cedrick Thomas to host the 5th annual Thanksgiving Turkey Giveaway for the residents of Riviera Beach on Tuesday, November 26, 2013.

**SECTION 2.** The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

**SECTION 3.** This Resolution shall become effective upon its passage and approval by the City Council

APPROVED:



**THOMAS A. MASTERS**  
MAYOR

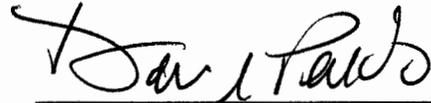


**CEDRICK A. THOMAS**  
CHAIRPERSON

ATTEST:



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



**DAWN S. PARDO**  
CHAIR PRO TEM



**JUDY L. DAVIS**  
COUNCILPERSON



**BRUCE A. GUYTON**  
COUNCILPERSON



**TERENCE D. DAVIS**  
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

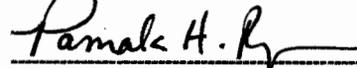
J. DAVIS NAY

C. THOMAS AYE

D. PARDO OUT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/4/13

**RESOLUTION NO. 120-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE "COUNCILMAN CEDRICK THOMAS 3RD ANNUAL NIGHT OF ELEGANCE EVENT HONORING OUR SENIORS" AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Councilman Cedrick Thomas hosted the first "Night of Elegance Honoring Our Senior Citizens" on March 3, 2012, and the second event on Saturday, March 2, 2013; and

**WHEREAS**, the event is specifically hosted to honor the senior citizens in our community for all of the hard work and dedication they give to the residents of Riviera Beach; and

**WHEREAS**, Councilman Cedrick Thomas would like to host the same event again on a Saturday in March 2014.

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

**SECTION 1.** The City Council authorizes the "Councilman Cedrick Thomas 3rd Annual Night of Elegance Honoring Our Seniors Citizens" event.

**SECTION 2.** The Director of Finance & Administrative Services is authorized to establish revenue and expenditure accounts to accept and disburse donations for the event.

**SECTION 3.** This Resolution shall become effective upon its passage and approval by the City Council

APPROVED:

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

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

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

B. GUYTON AYE

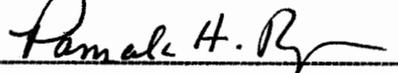
J. DAVIS NAY

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13

**RESOLUTION NO. 121-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "RAPIDS SOUTH", TOTALING 6.74 ACRES LOCATED ON THE EAST SIDE OF NORTH MILITARY TRAIL, EAST OF LONE PINE GOLF COURSE, SOUTH OF PORT WEST BOULEVARD, NORTH OF UP THE GROVE LANE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City received a plat application named "Rapids South" from AJP-MLP Family Limited Partnership and CLP Rapids Waterpark, LLC., to replat 6.74 acres, known by parcel control numbers 56-42-42-36-00-000-5010 and 56-42-42-36-00-000-5150; and

**WHEREAS**, the Rapids South Plat complies with Florida Statutes; and

**WHEREAS**, the Planning and Zoning Board unanimously recommended approval of the Rapids South Plat on June 13, 2013; and

**WHEREAS**, the City Council desires to approve the Rapids South Plat.

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

**SECTION 1.** That the City Council approves the plat entitled "Rapids South", attached hereto as "Exhibit A".

**SECTION 2.** The Mayor, City Clerk and City Engineer are authorized to sign the Rapids South Plat.

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

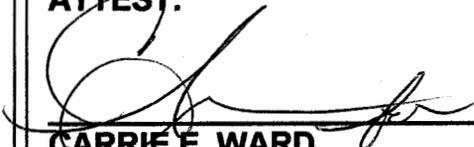
**PASSED and APPROVED this 4TH day of SEPTEMBER, 2013.**

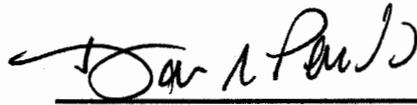
APPROVED:

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

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

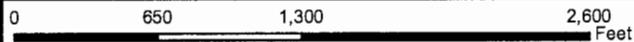
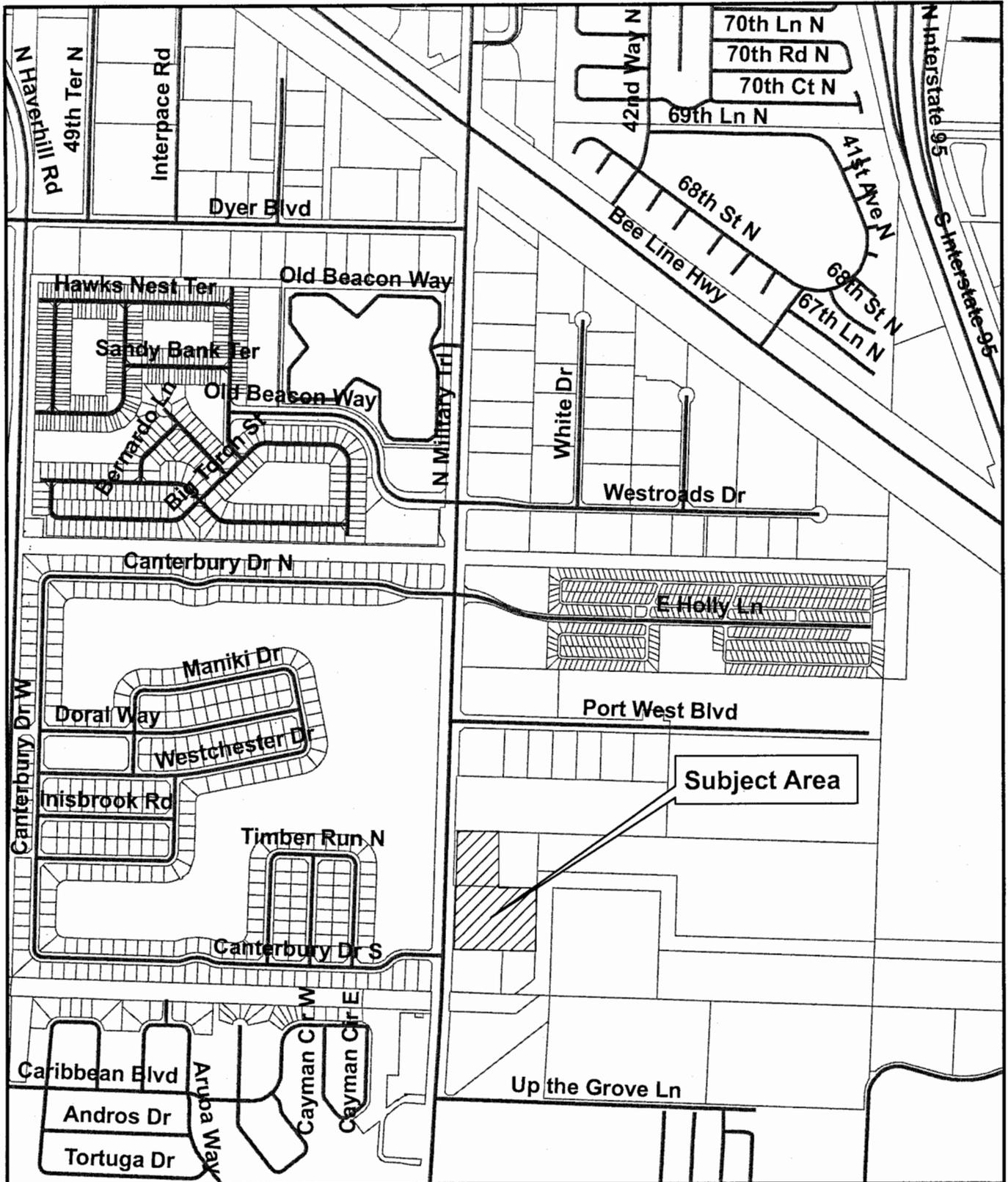
REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13







-  Subject Area
-  Parcels
-  Roads

**Rapids Water Park Plat**  
**5642423600005010**  
**&**  
**5642423600005150**



**RESOLUTION NO. 122-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION TO CONSTRUCT A 17,161 SQUARE FOOT COMMERCIAL BUILDING ON 1.93 ACRES, LOCATED AT THE SOUTHEAST CORNER OF WEST BLUE HERON BOULEVARD AND AUSTRALIAN AVENUE AND THE SOUTHWEST CORNER OF WEST BLUE HERON BOULEVARD AND AVENUE 'L'; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 31-57, of the City of Riviera Beach Code of Ordinances sets forth the purpose of site plan review by the City; and

**WHEREAS**, the applicant desires to develop vacant property identified by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050; and

**WHEREAS**, the Planning & Zoning Board met on July 11, 2013 to review the site plan application, attached hereto as "Exhibit A" and unanimously recommended project approval; and

**WHEREAS**, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and Land Development Code.

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

**SECTION 1.** That the site plan for the construction of a 17,161 square foot commercial building on 1.93 acres, located at the southeast corner of West Blue Heron Boulevard and Australian Avenue and the southwest corner of West Blue Heron Boulevard and Avenue 'L', on property know by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050, attached hereto as "Exhibit A", is hereby approved with the following conditions:

1. Construction must be initiated within 18 months of receiving City Council Approval.
2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.

**RESOLUTION NO. 122-13**  
**PAGE 2 of 3**

3. Unity of title is required for the aforementioned property known by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050, prior to the issuance of a building permit.
4. An updated and finalized cross-access / shared driveway agreement with the adjacent property owner must be finalized and submitted to staff prior to the issuance of a building permit.
5. Areas designated for parking, landscaping, drainage or retention shall not be used for the storage of materials.
6. All future advertising must adhere to Code of Ordinances Sec. 31-554 "Advertising within the City of Riviera Beach".

**SECTION 2.** This Resolution shall take effect immediately upon approval.

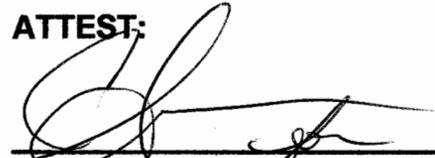
**PASSED and APPROVED this 4TH day of SEPTEMBER , 2013.**

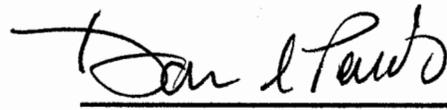
APPROVED:

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

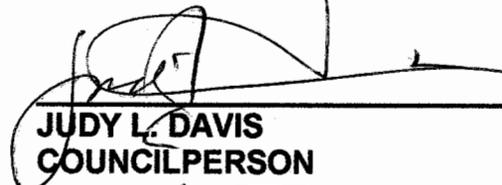
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

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

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

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

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

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

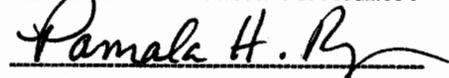
D. PARDO AYE

B. GUYTON AYE

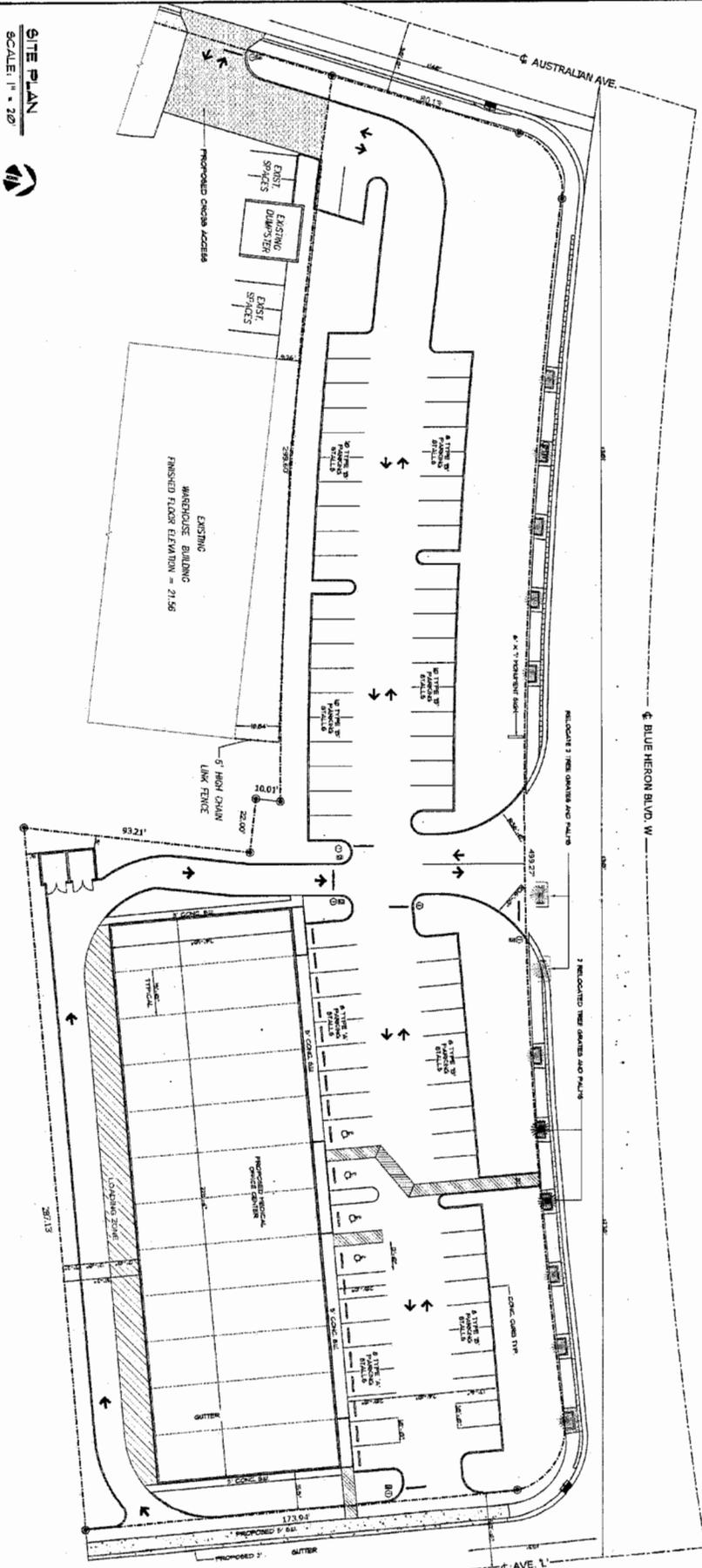
J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/4/13



**SITE PLAN**

SCALE: 1" = 20'

**AREAS:**

BUILDING 22.5' X 75.0'	* 1761 SF	1934
PERVIOUS (LANDSCAPED)	* 21,999 SF	3074
PERVIOUS LANDSCAPED	* 21,999 SF	3074
FEDERATED VEHICULAR	* 23,701 SF	4,134
TOTAL	* 84,660 SF	10,004

**PARKING:**

<b>REQUIRED</b>	
MEDICAL 1 SPACE / 360 SF BLDG.	* 39 SPACES
50% X 1761 SF / 750 SF	* 39 SPACES
<b>OFFICE 1 SPACE / 300 SF BLDG.</b>	* 21 SPACES
50% X 1761 SF / 300 SF	* 21 SPACES
TOTAL	* 60 SPACES

**LEGAL:**

LOTS 12, 13, 14, 17 AND 18 LESS THE SOUTHERLY 1/2 OF THE THEREOF BLOCK 'C' REPLAT OF PLAT NO. 11, BEACH TERRAZZAS ACCORDING TO THE PLAT PB. 21, PDS. 35-41 PALM BEACH COUNTY

**NOTES:**

LAND USE AS GENERAL COMMERCIAL DISTRICT

**KEY:**

- 1) STOP SIGN
- 2) ONE WAY DO NOT ENTER
- 3) RIGHT TURN ONLY

**POTABLE WATER DESIGN FLOWS**

TABLE #1, SEC. 31-116	
MEDICAL CLINIC 24 GAL. / DAY X 16 STATIONS	* 3424 GALS. / DAY
OFFICE 21 GAL. PER PERSON X 8850.5 / 100	* 1,858.5 GALS. / DAY
TOTAL	* 5,283 GALS. / DAY

**SANITARY SEWER DESIGN FLOWS**

TABLE #1, SEC. 31-117	
MEDICAL CLINIC 80 GAL. / DAY X 16 STATIONS	* 1,280 GALS. / DAY
OFFICE 10 GAL. PER PERSON X 8850.5 / 100	* 885.0 GALS. / DAY
TOTAL	* 2,165 GALS. / DAY

**SOLID WASTE GENERATION**

TABLE #1, SEC. 31-118	
MEDICAL CLINIC 8 POUNDS / DAY X 16 STATIONS	* 128 POUNDS / DAY
OFFICE 1 POUND / 100 SF * 8850.5 / 100 X 1	* 88.5 POUNDS / DAY
TOTAL	* 217 POUNDS / DAY

**PROPOSED MEDICAL / OFFICE CENTER**  
SP-10-04

SU CORNER OF W BLUE HERON BLVD. & AVE. L  
RIVIERA BEACH, FL 33404

**CARL G. FORBES, P.E.**  
CONSULTING ENGINEERS

1520 N.W. 107th Drive  
Coral Springs, Florida 33071  
email: carlforbespe@yahoo.com  
(561) 243-6078 (954) 682-6651

**SP 1**

BILL #

**CARL G. FORBES**

P.E. No. 20695

**REVISIONS**

DATE: 06/28/04  
BY: [Signature]  
REVISION: 1.00





**CITY OF RIVIERA BEACH - STAFF REPORT**  
**City Council Meeting – September 4, 2013**  
**CASE No. SP-10-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION TO CONSTRUCT A 17,161 SQUARE FOOT COMMERCIAL BUILDING ON 1.93 ACRES, LOCATED AT THE SOUTHEAST CORNER OF WEST BLUE HERON BOULEVARD AND AUSTRALIAN AVENUE AND THE SOUTHWEST CORNER OF WEST BLUE HERON BOULEVARD AND AVENUE 'L'; AND PROVIDING AN EFFECTIVE DATE.**

---

**A. Applicant:** Mr. Roy G. Massa, agent for Mr. Shraga Shimonovitch (owner).

**B. Request:** Site Plan approval to construct a new 17,161 sq. ft. commercial building on two vacant parcels totaling 1.93 acres, known by Parcel Control Number 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050.

**C. Location:** The subject property is situated along the southern side of West Blue Heron Boulevard, on the southeast corner of W. Blue Heron Blvd. and Australian Avenue, and on the southwest corner of W. Blue Heron Blvd. and Avenue "L".

**D. Property Description and Current Uses:**

Existing Use: Vacant.

Future Land Use: Commercial.

Zoning: General Commercial (CG)

**E. Adjacent Property Description and Uses:**

**North:** W. Blue Heron Blvd., along with a vacant 6.67 acre, commercially zoned parcel (CG), with a commercial future land use, PCN: 56-43-42-28-31-023-0020. Multiple apartment buildings exist along W. Blue Heron Blvd. to the northeast (RM-15, multiple family dwelling district zoning, medium density multiple family residential future land use).

**East:** Avenue "L", and Atlas Sign, Co. (commercial zoning and future land use).

**South:** 2391 Avenue "L", the City's Public Works facility to the southeast (community facilities zoning and future land use). 2250 Australian Ave. has three commercial/industrial businesses (Fleet Pride Truck Parts / Pionite Decorative Laminates / Hardware Systems). This location has a commercial zoning and future land use designation.

**West:** 2001 Australian Avenue, a warehouse building with an industrial future land use and limited industrial zoning designation. Multiple industrial/commercial/office uses present.

**F. Background:** This commercial building proposal was initially submitted to the City for review in April of 2010 after multiple meetings with staff. Due to the economic downturn, this project proposal lost much of its initial momentum and remained on hold until 2012 when property owner, Mr. Shraga Shimonovitch and his agent, Roy

G. Massa, began to pursue this development proposal once again. The project is currently named and marketed as the "Amidar Plaza".

#### **G. Staff Analysis:**

**Proposed Use:** This development proposal is designed for commercial use.

**Zoning Regulations:** The proposed development complies with the City's General Commercial (CG) Land Development Regulations.

**Comprehensive Plan:** The proposed Medical and General Office use is consistent with the Comprehensive Plan and adheres to the Future Land Use designation of "Commercial".

**Compatibility:** The proposed development is compatible with the previously mentioned zoning and future land uses on and adjacent to this location.

**Levels of Service:** City services such as roads, water, sewer, and garbage collection are currently available to the site.

**Landscaping:** Landscape code requirements have been met. The applicant has worked closely with staff and additional plant material has been added to the landscape plan with an emphasis placed on implementing native drought resistant material on site and ensuring that "right tree, right place" guidelines are followed.

**Parking/Traffic:** Adequate parking is provided according to the Land Development Code. PBC has provided a traffic concurrency approval letter for this development proposal.

**Departmental Review:** This project has been reviewed by the City's Police, Fire, Engineering, Public Works, Utility, Building and Planning Departments; departmental comments have been satisfied.

**Staff Recommendation:** Staff recommends approval of the site plan with the following conditions:

1. Construction must be initiated within 18 months of receiving City Council Approval.
2. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
3. Unity of title is required for the aforementioned property known by parcel control numbers 56-43-42-28-31-015-0010 and 56-43-42-28-31-015-0050, prior to the issuance of a building permit.
4. An updated and finalized cross-access / shared driveway agreement with the adjacent property owner must be finalized and submitted to staff prior to the issuance of a building permit.
5. Areas designated for parking, landscaping, drainage or retention shall not be used for the storage of materials.
6. All future advertising must adhere to Code of Ordinances Sec. 31-554 "Advertising within the City of Riviera Beach".

**RESOLUTION NO. 123-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY OF MIAMI, FL TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$1,975,641.00 TO ARTHUR J. GALLAGHER & CO. OF MIAMI, FL FOR RISK PACKAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one (1) Fiscal year 2013-2014; and,

**WHEREAS**, a proposal from Arthur J. Gallagher & Co. of Miami, FL provide the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,975,641.00.

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

**SECTION 1.** That Arthur J. Gallagher & Company of Miami, FL provide a comprehensive protected Self-Insurance Program and places coverage as appropriate.

**SECTION 2.** That the Director of Finance & Administrative Services is authorized to make payments from Account Number 602-0539-513-0-4501 in the total amount not exceeding \$1,975,641.00 to Arthur J. Gallagher & Company of Miami, FL for risk package fixed costs.

**SECTION 3.** That this Resolution shall take effect October 1, 2013 upon its passage and approval by City Council.

**PASSED AND APPROVED this 18TH day of SEPTEMBER, 2013.**

APPROVED:

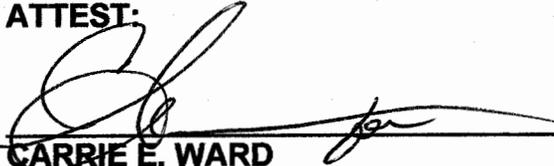


THOMAS A. MASTERS  
MAYOR



CEDRICK A. THOMAS  
CHAIRPERSON

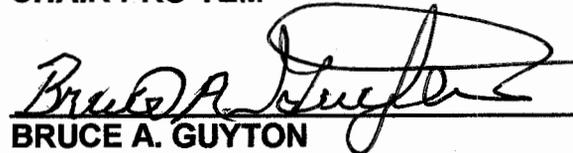
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



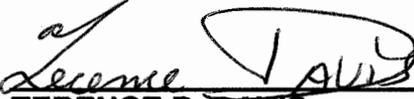
DAWN S. PARDO  
CHAIR PRO TEM



BRUCE A. GUYTON  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

MOTIONED BY: D. PARDO  
SECONDED BY: T. DAVIS

C. THOMAS AYE

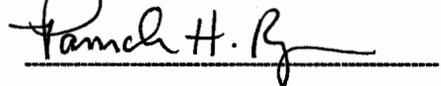
D. PARDO AYE

B. GUYTON ABSENT

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 9/18/13

**RESOLUTION NO. 124-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING A POLICY GOVERNING THE PUBLIC'S REASONABLE OPPORTUNITY TO BE HEARD AT PUBLIC MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach City Council serves as the City's City Council, as the Board for the Riviera Beach Utility District and as the Commission for the City of Riviera Beach Community Redevelopment Agency; and

**WHEREAS**, in addition to the City Council, there are many City boards and committees that meet and operate to advise the City Council; and

**WHEREAS**, all meetings of the City Council, and of the City's boards and committees are open to the public in compliance with Florida law unless specifically exempt; and

**WHEREAS**, the Florida Legislature passed a new law as set out in Laws of Florida Ch. 2013-227, giving members of the public a reasonable opportunity to be heard on propositions before a board or commission of a state agency or authority, or of an agency or authority of a county, municipal corporation, or political subdivision; and

**WHEREAS**, the new law will be codified as section 286.0114, Florida Statutes, and takes effect on October 1, 2013; and

**WHEREAS**, subsection 286.0114(2), Florida Statutes (2013), specifically states that "Members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission. The opportunity to be heard need not occur at the same meeting at which the board or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within the reasonable proximity in time before the meeting at which the board or commission takes the official action"; and

**WHEREAS**, the City Council, finds it is in the best interest of the City to establish guidelines governing the public's opportunity to be heard.

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

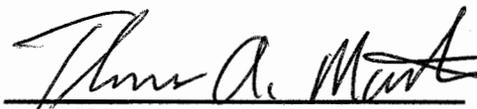
**RESOLUTION NO. 124-13**  
**PAGE 2**

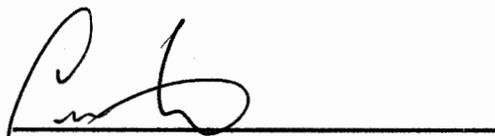
**SECTION 1.** That the Policy Governing the Public's Reasonable Opportunity to be Heard at Public Meetings is hereby adopted, said policy is attached hereto.

**SECTION 2.** That this resolution shall take effect immediately upon its passage and approval by City Council, and the Policy shall take effect on October 1, 2013.

**PASSED and APPROVED** this 18TH day of September, 2013.

**APPROVED:**

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

  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
**CHAIRPERSON**

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

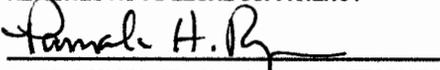
  
\_\_\_\_\_  
**DAWN S. PARDO**  
**CHAIR PRO TEM**

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

  
\_\_\_\_\_  
**JUDY L. DAVIS**  
**COUNCILPERSON**

  
\_\_\_\_\_  
**TERENCE D. DAVIS**  
**COUNCILPERSON**

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/18/13

RESOLUTION NO. 124-13

PAGE 3

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

090913:PHR:syj