

RESOLUTION NO. 31-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, CONFIRMING RESULTS OF MARCH 11, 2008, REGULAR ELECTION FOR CITY COUNCIL DISTRICT 2 AND CITY COUNCIL DISTRICT 4, ~~SPECIAL~~ * ELECTION CONCERNING CHARTER AMENDMENTS SUBMITTED TO THE ~~ELECTORS~~ PURSUANT TO ORDINANCE 3037, AND CITY CODE AMENDMENT INITIATIVE ORDINANCE SUBMITTED TO THE ELECTORS PURSUANT TO INITIATIVE PETITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the regular municipal election on March 11, 2008, an election was held for City Council District 2 and City Council District 4 (the "Council Election"); and

~~WHEREAS~~, pursuant to the comprehensive review and recommendations of the City's Charter Review Board and subsequent City Council review, the City Council has by Ordinance 3037 submitted a series of proposed charter amendments (the "Charter Amendments") to the electors of the City for approval or rejection, as reflected within the twenty (20) Charter Amendment ballot questions presented on the Special Election ballot of March 11, 2008 (the "Charter Amendment Election"); and

WHEREAS, at the election of March 11, 2008, pursuant to an initiative petition for the creation of a City ordinance, an election was conducted concerning an amendment to Chapter 12 of the City Code by a ballot question entitled "City referendum making it unlawful to appear in public wearing pants below the waist" (the "Initiative Ordinance Election"); and

WHEREAS, the canvassed results of the City Council Election, Charter Amendment Election, and Initiative Ordinance Election are each described herein and in the Palm Beach County Supervisor of Elections returns which are attached hereto and incorporated herein (the "Election Returns").

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

Section 1 . City Council Election. That the City Council Election results are as follows:

A. City Council District 2.

Judy Davis 2,079

Norma Duncombe 1,623

B. City Council District 4.

James "Jim" Jackson 1,385

Dawn S. Pardo 2,303

C. Results. That pursuant to the Election Returns it is hereby found, declared and detennined that Judy Davis and Dawn S. Pardo are each hereby elected to the City Council office identified above for a tenn of two (2) years.

Section 2. Charter Amendments Approved by Electors.

A. Charter Amendments. That pursuant to the Election Returns, it is hereby found, declared and detennined that sixteen (16) out of the twenty (20) Charter Amendment ballot questions set forth below were approved by the majority of the electors of the City voting on the specific ballot question, including the respective vote totals, as follows:

1. CREAnON OF NEW CHARTER

It has been proposed that the City Charter be comprehensively amended to reflect the creation of a new Charter including changes made for style, clarity and consistency, along with amendments describing the duties, responsibilities, authority and qualifications of City officers, and amendments confonning and updating the Charter to confonn with State law provisions, and deleting matters more properly covered by City ordinances.

Shall the above-described Charter Amendment be adopted?

Yes 2,752

No 870

2. COMPETITIVE BIDDING PROCESS

The City Charter contains provisions on competitive bidding which may have, in part, been nullified by state law provisions as limitations on the power of the City. It is proposed that the City Charter be clarified and amended to provide that the City Council may provide competitive bidding procedures by ordinance, so that competitive bidding requirements may be governed by existing and future city code provisions.

Shall the above-described Charter Amendment be adopted?

Yes 2,752

No 870

3. FORFEITURE OF OFFICE

The City Charter currently provides that any Mayor or Councilperson convicted of a crime shall forfeit his or her office. It is proposed that the City Charter be amended to enable the City Council, by ordinance, to provide for automatic forfeiture of such office upon conviction of a felony and to provide other penalties for lesser crimes as determined by the Council.

Shall the above-described Charter Amendment be adopted?

Yes 2,786

No 880

4. MAJOR DISASTER FUND

The City Charter provides for a major disaster fund of \$250,000. This requirement may not be binding, as being inconsistent with the City's powers. It is proposed that the Charter be amended to make the major disaster fund a binding Charter provision and require that each year 1.5% of the City's estimated annual ad valorem tax revenue be deposited into such fund without a balance limit.

Shall the above-described Charter Amendment be adopted?

Yes 2,530

No 1,082

5. ~~LIMITATION~~ UPON SPECIAL ASSESSMENTS

The City Charter provides that 50% of the cost of certain street and drainage improvements shall be paid by the benefited property owner. It is proposed that the Charter be amended to provide that up to but not more than 50% of the cost of such street and drainage improvements shall be paid by the benefited property owner, and to make this a ~~binding~~ Charter provision.

Shall the above-described Charter Amendment be adopted?

Yes 1,791

No 1,832

6. READOPTION OF RESTRICTIONS ON SALE AND USE OF BEACH PROPERTY OWNED BY THE CITY

The City Charter contains provisions providing that the beach property owned by the City shall not be sold and restricts the use of a portion as a municipal beach. Since such provisions may have been nullified by Florida law, it is proposed that the Charter be amended to re-adopt those provisions as binding.

Shall the above-described Charter Amendment be adopted?

Yes 2,704

No 929

7. MUNICIPAL MARINA

It is proposed that the City Charter be amended to provide that the City's municipal marina may not be sold, but that management, license or lease agreements may be entered into for the use or operation of the marina facilities for a term not to exceed fifty years.

Shall the above-described Charter Amendment be adopted?

Yes 2,730

No 920

8. NUMBER OF ELECTORS REQUIRED FOR PETITIONERS' COMMITTEE IN INITIATIVE AND REFERENDUM PROCESS

The current City Charter provides that only five electors may commence initiative or referendum proceedings as a Petitioners' Committee. It has been proposed that the Charter be amended to provide that at least five city electors, but a greater number of such electors, may serve on the committee, and that additional persons may be authorized by the committee to circulate such petitions.

Shall the above-described Charter Amendment be adopted?

Yes 2,355

No 1,178

9. COMPENSATION FOR MAYOR AND COUNCIL PERSONS

The City Charter sets forth compensation for the Mayor and Council Persons, while the level of compensation has been periodically subject to amendment by council ordinance. It is proposed that the Charter be amended to confirm that the council, mayoral and chairperson compensation shall be set by ordinance, and to provide for an automatic annual adjustment of such compensation for cost of living increases.

Shall the above-described Charter Amendment be adopted?

Yes 1,287

No ~~2,398~~

10. CITY PLANNING BOARD, ZONING BOARD OF APPEALS, PLATTING BOARD TO BE PROVIDED FOR BY ORDINANCE

The City Charter currently provides for a Planning Board, a Zoning Board of Appeals, ~~and~~ a Platting Board. It has been proposed that the Charter be amended to ~~repeal~~ references to these Boards from the Charter, and instead to leave the creation ~~and~~ operation of these Boards to be governed by existing and future city code provisions.

Shall the above-described Charter Amendment be adopted?

Yes 2,228

No 1,326

11. AMENDMENT OF TERM OF OFFICE OF MAYOR, COUNCILPERSONS FROM 2 YEAR TO 3 YEAR TERM

The City Charter currently provides for the Mayor and Councilpersons to be elected for a two year term of office. It is proposed that the Charter be amended to provide that the Mayor and Councilpersons shall be elected for a three year term of office, with a transition being made so that Council terms continue to be staggered.

Shall the above-described Charter Amendment be adopted?

Yes 1,286

No 2,430

12. CITY DEPARTMENTS TO BE PROVIDED BY ORDINANCE, NOT REFERENCED IN CHARTER

The City Charter currently provides for a planning department, finance department and police department. It is proposed that the Charter be amended to repeal the references to those departments and to instead leave the creation and organization of those departments to be governed by existing and future city code provisions.

Shall the above-described Charter Amendment be adopted?

Yes 2,092

No 1,443

13. LEGISLATIVE STAFF

The City Charter currently provides that the City Council appoints only the City Manager and the City Attorney. It is proposed that the City Charter be amended to enable the City Council to also appoint and hire legislative staff to serve the entire City Council, subject to the Council's authority to provide for the responsibilities of such legislative staff by ordinance.

Shall the above-described Charter Amendment be adopted?

Yes 1,824

No 1,749

I4. AUTHORITY TO REVISE QUALIFYING PERIOD

The City Charter currently provides for a qualifying period for mayoral and council elections that commences sixty days prior to the date of a City election and ends no less than thirty days prior to the date of the election. It is proposed that the City Charter be amended to enable the qualifying period to be revised by ordinance which is adopted by the City Council.

Shall the above-described Charter Amendment be adopted?

Yes 2,029

No 1,513

IS. AUTHORITY OF COUNCIL CHAIRPERSON

The City Charter currently provides for the Chairperson of the City Council to exercise the veto power of the Mayor, in the event of the absence or other disability of the Mayor. It is proposed that the Charter be amended to enable the City Council by ordinance to restrict or limit the authority of the Chairperson to exercise the Mayor's veto power.

Shall the above-described Charter Amendment be adopted?

Yes 2,183

No 1,404

16. REPEAL OF AUTHORITY OF THE MAYOR TO SUSPEND CITY OFFICERS OR EMPLOYEES

The City Charter currently grants the Mayor the authority to suspend officers or employees of the City for misconduct in office or neglect of duty, subject to subsequent City Council review. It is proposed that the Charter be amended to repeal the Mayor's authority to suspend City officers or employees. This amendment shall not impair the City Manager's authority over certain City officers and employees.

Shall the above-described Charter Amendment be adopted?

Yes 1,596

No 2,068

17. CITY MANAGER RESIDENCY REQUIREMENT

The City Charter currently provides that the City Manager shall reside within five miles of the City limits within 60 days of appointment to such office. It is proposed that the Charter be amended to require the City Manager to become a resident of the City within 120 days of appointment as City Manager.

Shall the above-described Charter Amendment be adopted?

Yes 2,780

No 867

18. CANDIDATE RESIDENCY REQUIREMENT

The City Charter currently does not specify the length of time candidates must reside in the City prior to filing to run for mayoral or council office. It is proposed that the Charter be amended to require such City residency for one year prior to filing to run for office, and that for districts 1, 2, 3 and 4, the one year residency be within the respective district.

Shall the above-described Charter Amendment be adopted?

Yes 2,926

No 684

19. CITY MANAGER'S AUTHORITY

The City Charter currently grants the City Manager the authority to remove certain officers and employees. It is proposed that the Charter be amended to provide that the City Manager may remove officers and department heads only for justifiable cause, and that the City Council may define that term by ordinance.

Shall the above-described Charter Amendment be adopted?

Yes 2,581

No 1,041

20. CITY LEGAL DEPARTMENT

The current City Charter provides for the City Council to hire a City Attorney. It is proposed that the Charter be amended to expressly enable the City Council to hire a City Attorney and/or a law firm for the City.

Shall the above-described Charter Amendment be adopted?

Yes 2,488

No 1,080

B. Charter Amendments Results. That pursuant to the Election Returns , each of ~~the~~ above entitled and numbered Charter Amendments were adopted and approved by the electors, except for the ballot items⁶ pertaining to those certain Charter Amendments numbered above as:

Number 5,9, 11, and 16.

Section 3. Initiative Ordinance Election Results.

A. Initiative Ordinance. That pursuant to the Election Returns, the results of the Initiative Ordinance Election ballot item are, as follows:

21. City Referendum making it Unlawful to ~~Appear~~ in Public Wearing Pants below the Waist.

Shall Chapter 12 of, the City of Riviera Beach's Code of Ordinances be amended by making it unlawful for any person to appear in public or in view of the public, wearing pants below ~~the~~ waist which ~~expose~~ the skin or undergarments?

Yes 2,687

No 1,062

B. Results That pursuant to the Election Returns, it is hereby found, declared and determined that the Initiative~~e~~ Ordinance has been adopted by the electors.

Section 4. Implementation. That the City Clerk and the proper officers of the City are hereby authorized to ~~implem~~ent this Resolution, and the City Clerk is authorized to conform

the Election Returns set forth herein to any final vote tallies reported and confirmed by the Supervisor of Elections.

Section 5. Severability. That the provisions of this resolution are declared to be severable, and if any section, sentence, clause or phrase of this resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this resolution but they shall remain in effect, it being the legislative intent that this resolution shall stand notwithstanding the invalidity of any part.

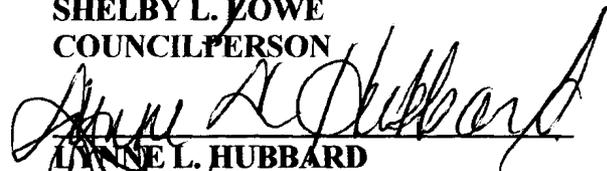
Section 6: Effective Date of Resolution. That this resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 19 DAY OF MARCH, 2008.

APPROVED:

CITY OF RIVIERA BEACH CANVASSING BOARD


SHELBY L. LOWE
COUNCILPERSON


LYNNE L. HUBBARD
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON

ATTEST:



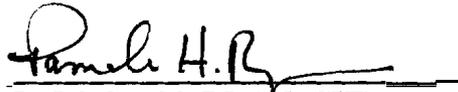
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE Aye
L. HUBBARD Aye
THOMAS Aye

Reviewed as to Legal Sufficiency



PAMALA H. RYAN, CITY ATTORNEY

DATE: 3/19/08 —

David M. Wolpin
Special Legal Counsel to Charter Review Board
(As to Charter Amendments only)

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RESOLUTION NO. 32-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CONSULTING CONTRACT WITH ASHFORD CONSULTING BY INCREASING THE AMOUNT OF THE CONTRACT TO \$25,000; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM STORMWATER MANAGEMENT UTILITY FUND CONSULTING SERVICES ACCOUNT 460-1127-541-0-3101; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mr. Ashford has worked for the City of Riviera Beach Stormwater Management Utility Division in the past; and

WHEREAS, Mr. Ashford has the knowledge and understanding of the local government policies and procedures; and

WHEREAS, Mr. Ashford is efficient and effective in the duties of the Stormwater Coordinator;

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

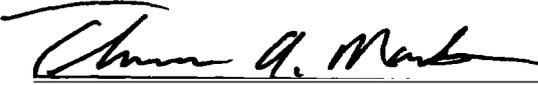
SECTION 1. That the Department of Public Works is authorized to amend the consulting contract with Ashford Consulting by increasing the amount to \$25,000 and the date to September 30,2008.

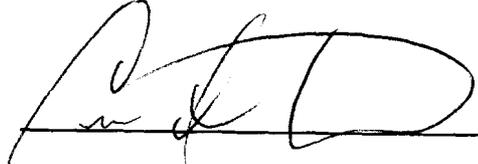
SECTION 2. The Finance Director is authorized to make payment for same from the Stormwater Utility Fund Account 460-1127-541-0-3101.

SECTION 3. This resolution will be effective immediately after Council approval.

PASSED and APPROVED this 19TH day Of MA_R_C_H • 2008.

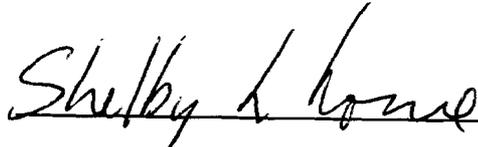
APPROVED:

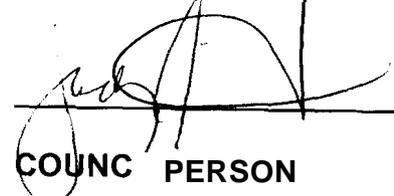

THOMAS A. MASTERS
MAYOR


CHAIRPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


CHAIR PRO TEM


COUNCILPERSON


COUNC PERSON


COUNCILPERSON

MOTIONED BY: DAWN S. PARDO

SECONDED BY: LYNNE HUBBARD

SHELBY L. LOWE AYE

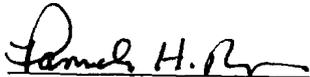
DAWN S. PARDO AYE

JUDY DAVIS AYE

LYNNE HUBBARD AYE

CEDRICK THOMAS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/10/08

AMENDMENT TO CONTRACT FOR PROFESSIONAL/CONSULTING SERVICES
WITH ASHFORD CONSULTING

This Amendment to the Contract for Professional/Consulting Services is made and entered into ~~this 9th day~~ of MARCH, 2008, by and between the CITY of RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City," and Ashford Consulting, hereinafter referred to as "Consultant," whose mailing address is 2111 Brandywine Road Apt. 423, West Palm Beach, Florida, 33409.

WITNESSETH:

WHEREAS, the City entered into a Contract for Professional/Consulting Contract with Consultant on January 1, 2008, to assist the Public Work's Department with hurricane debris collection, National Pollution Discharge Elimination System (NPDES) Annual Report, Stormwater project scheduling, SMU budgets and Capital Purchases; and

WHEREAS, the initial term of the Contract was from January 1, 2008 through April 30, 2008, but the services need to be amended to September 30, 2008.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Consultant agree as follows:

Section 1. That article 2 of the Contract is hereby amended to extend the expiration date of the Contract from April 30, 2008 to September 30, 2008.

Section 2. That Article 3 of the Contract entitled "Payments to Consultant" is hereby amended as follows: For such services, the City agrees to pay to Consultant the sum of \$30 dollars per hour for an amount not to exceed \$10,000 \$25,000.

Section 3. In all other respects, the terms of the Contract shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

SIGNATURES ON FOLLOWING PAGE

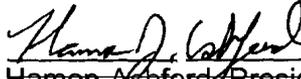
AMENDMENT TO CONTRACT FOR PROFESSIONAL/CONSULTING SERVICES

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

CITY OF RIVIERA BEACH

CONSULTANT: ASHFORD CONSULTING

BY: _____
Thomas A. Masters
Mayor

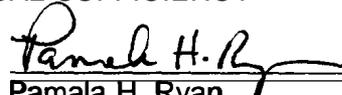
BY: 
Harmon Ashford, President
Ashford Consulting

ATTEST:

BY: 
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
Pamala H. Ryan
City Attorney

BY: 
Vincent Akhimie
Public Works Director

DATE: **31/0(08)**

RESOLUTION NO. 33-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXPENDITURE OF FUNDS IN SUPPORT OF A COUNTY CHARTER AMENDMENT REQUIRING BOTH COUNTY AND MUNICIPAL APPROVAL OF CHARTER AMENDMENTS AFFECTING A MUNICIPAL POWER OR FUNCTION; PROVIDING THAT THE DISSEMINATION OF INFORMATION CONCERNING THE IMPACTS OF THIS AMENDMENT IS IN THE BEST INTEREST OF THE CITIZENS OF THE CITY OF RIVIERA BEACH; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$19,700; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Charter (the "Charter") allows citizens to propose changes to the Charter; which proposed changes must be placed on the ballot for referendum if all criteria set forth in the Charter have been met; and

WHEREAS, citizens of Palm Beach County have petitioned the Board of County Commissioners to place a referendum on the ballot which, if approved, will mandate that charter amendments which transfer or limit a service, function, power or authority of a municipality shall be effective in a municipality only if the amendment is also approved by a majority of voters in that municipality voting in the referendum; and

WHEREAS, the City Council believes that it is a duty of local democratic government to assist its citizens in understanding issues of great importance to them by providing information in order that citizens may make an informed choice; and

WHEREAS, the proposed charter amendment is being placed on the November 4, 2008 general election ballot and many of the county's 38 municipalities have supported resolutions contributing money or promising money to the effort; and

WHEREAS, the City Council believes that such municipal leaders have a duty and a right to offer their opinion as to which course of action they think could be best for the City and its citizens, and that such use of their offices is clearly for a public purpose; and

WHEREAS, the Palm Beach County League of Cities is recommending that municipalities expend its yearly dues times two toward the effort.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Riviera Beach, Florida as follows.

Section 1. That the City Council finds it to be in the public interest of the citizens of the City of Riviera Beach and the City, and essential to the health, safety, protection and welfare of the citizens of the City of Riviera Beach and the City, for the City to expend public funds and resources, to utilize the time of its employees, and to utilize its various methods of communication (including but not limited to television, print, and internet communications) in order to educate the public concerning the proposed referendum question, attached hereto as Exhibit "A", and the impact the referendum will have on the City and its citizens.

Section 2. That the Finance Director is authorized to appropriate General Fund Fund Balance in the amount of \$19,700, (which is two times the City's yearly dues to the Palm Beach County League of Cities), to be expended on the dissemination of information as outlined above.

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

PASSED and APPROVED this 19TH day of MARCH, 2008.

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RESOLUTION NO. 33-08

PAGE: -3-

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS
MAYOR

[Signature]
CHAIRPERSON

[Signature]

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]

CHAIR PRO TEM

[Signature]

COUNCILPERSON

[Signature]

COUNCILPERSON

[Signature]

COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: LYNNE L. HUBBARD

| | |
|----------------|------------|
| CEDRICK THOMAS | <u>AyE</u> |
| DAWN S. PARDO | <u>AyE</u> |
| SHELBY L. LOWE | <u>AYE</u> |
| JUDY DAVIS | <u>AYE</u> |
| LYNNE HUBBARD | <u>AYE</u> |

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/10/08

RESOLUTION NO. 34-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 2 TO THE CONTRACT WITH THE STATE OF FLORIDA OFFICE OF TOURISM, TRADE AND ECONOMIC DEVELOPMENT (OTTED) ON BEHALF OF LOCKHEED MARTIN AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$1,653,538 TO DREDGE AN AREA BETWEEN THE INTRACOASTAL WATERWAY AND LOCKHEED MARTIN AND TO CONSTRUCT A NEW DOCK AND EXTENDING THE COMMENCEMENT DATE TO OCTOBER 20, 2008; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, accepted \$1,653,538 Economic Development Transportation Fund Grant of behalf of Lockheed Martin; and

WHEREAS, The City of Riviera Beach requested an amendment to extend the commencement date; and

WHEREAS, the State of Florida Office of Tourism, Trade and Economic Development (OTTED) has granted the extension in Amendment 2 to the contract.

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

SECTION 1. The City Council approves Amendment 2 of the Economic Development Transportation Fund Grant on behalf of Lockheed Martin.

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

PASSED and APPROVED this 19TH day of MARCH • 2008.

RESOLUTION NO. 34-08

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APPROVED:


THOMAS A. MASTERS
MAYOR



COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



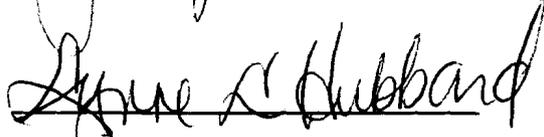
COUNCILPERSON



COUNCILPERSON



COUNCILPERSON



COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: LYNNE HUBBARD

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

J. DAVIS AYE

L. HUBBARD AYE

PDM: Apr. 022108/031208

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 35-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION AND SITE PLAN APPLICATION FROM THE TRUE FAITH CHURCH OF GOD AND CHRIST FOR AN 11,186 SQUARE FOOT CHURCH AND DAY CARE FACILITY ON A 1.79 ACRE PARCEL, LOCATED AT THE NORTHEAST CORNER OF WEST 13th STREET AND NORTH CONGRESS AVENUE, IN THE MULTIPLE FAMILY DWELLING DISTRICT (RM-15); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council: and

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

WHEREAS, the Planning & Zoning Board met on February 14, 2008 to review the Special Exception and Site Plan application and made a recommendation to the City Council for approval; and

WHEREAS, the City Council finds that the proposed Special Exception is consistent with Section 31-62 "Standards for Granting Special Exceptions": 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. The Special Exception and Site Plan Application for the construction of an 11,186 square foot church and day care on a 1.79 acre parcel located at 1888 West 13th Street, at the northeast corner of North Congress Avenue and West 13th Street is approved with the following conditions:

1. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.

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PAGE 2_____

2. All future advertising must state that the property is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
3. Construction must be initiated within 18 months of receiving City Council approval.
4. Applicant shall plant mature trees along North Congress Avenue and West 13th Street.
5. Proposed monument type sign shall match the architectural theme of the building.
6. The Site Plan and Special Exception approval is conditioned upon the second reading and final approval of the Future Land Use Amendment Ordinance and the second reading and final approval of the Rezoning Amendment Ordinance.

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

PASSED and APPROVED this 19TH day of MA_R_CH, 2008.

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RESOLUTION NO. 35-08

PAGE 3

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

[Signature]
CHAIRPERSON

ATTEST:

[Signature]
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]
CHAIR PRO TEM

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

[Signature]
COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: LYNNE HUBBARD

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

J. DAVIS AYE

L. HUBBARD AYE

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/12/08

STAFF REPORT
Case No. SE-07-06
CITY OF RIVIERA BEACH

MARCH 7, 2008

AN APPLICATION FROM TRUE FAITH CHURCH OF GOD AND CHRIST REQUESTING A SPECIAL EXCEPTION AND SITE PLAN APPROVAL TO OPERATE A CHURCH AND DAY CARE FACILITY, AT THE 1.79 ACRE PROPERTY LOCATED AT THE NORTHEAST CORNER OF WEST 13th STREET AND NORTH CONGRESS AVENUE.

- A. Applicant: The applicant is True Faith Church of God and Christ.
- B. Request: The applicant is requesting a special exception to operate a day care facility in an RM-15 zoning district.
- C. Location: The proposed location is on the northeast corner of North Congress Avenue and West 13th Street at 1888 West 13th Street (see attached map).
- D. Property Description and Uses: The subject property description and uses are as follows:

Size: 1.79 acres

Existing Use: Vacant

Current Future Land Use: Commercial District

Proposed Future Land Use: Medium Density Multiple Family Residential;
Up to 15 *dulac*

Current Zoning: General Commercial District (CG)

Proposed Zoning: Multiple Family Dwelling District (RM-15)

- E. Adjacent Property Description and Uses:

North: Commercial / Residential (CG / RM-15 Multi-family Dwelling District)

South: Residential (RS-6 Single Family Dwelling District)

East: Residential (RS-6 Single Family Dwelling District)
(Proposed future location of Suncoast High School)

West: Multi-family (RM-15 Multi-family Dwelling District)

F. Background:

The Planning and Zoning Board recommended approval of a land use change, rezoning, special exception and site plan approval for True Faith Church of God and Christ on February, 14, 2008. A special exception is required to operate a day care center at the new church location in the RM-15 zoning district.

G. Staff Analysis:

Proposed Use: The proposed use (day care) is allowable in RM-15 zoning as a special exception.

Zoning Regulations: This proposed use, (day care) would comply with the City's Land Development Regulations as a special exception in the Multi-Family Dwelling District (RM-15).

Comprehensive Plan: The proposed use would be consistent with the Comprehensive Plan. This proposed land use of Multi-family Residential is compatible and consistent with the surrounding area.

Compatibility: The proposed project is compatible with the surrounding development and includes adequate landscape buffering.

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

Landscaping: The proposed landscape plan is consistent and compatible with the City's Land Development Code.

Parking/Traffic: Adequate parking is provided according to the Land Development Code.

H. Special Exception Analysis

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

- The ingress and egress to the property is currently proposed at two locations along W. 13th Street. The site plan has been reviewed and approved by the police and fire department.

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

- The site plan provides adequate parking according to the existing parking code for places of assembly, (church) one space for every 200 square feet of floor area; 56 spaces required, 56 are provided.

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

- Refuse and service on this site will be handled with a visually screened dumpster located at the northeast corner of the property.

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

- Utilities are available and will be provided to accommodate the proposed development.

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

- The landscape plan provides adequate landscaping according to the existing landscape code.

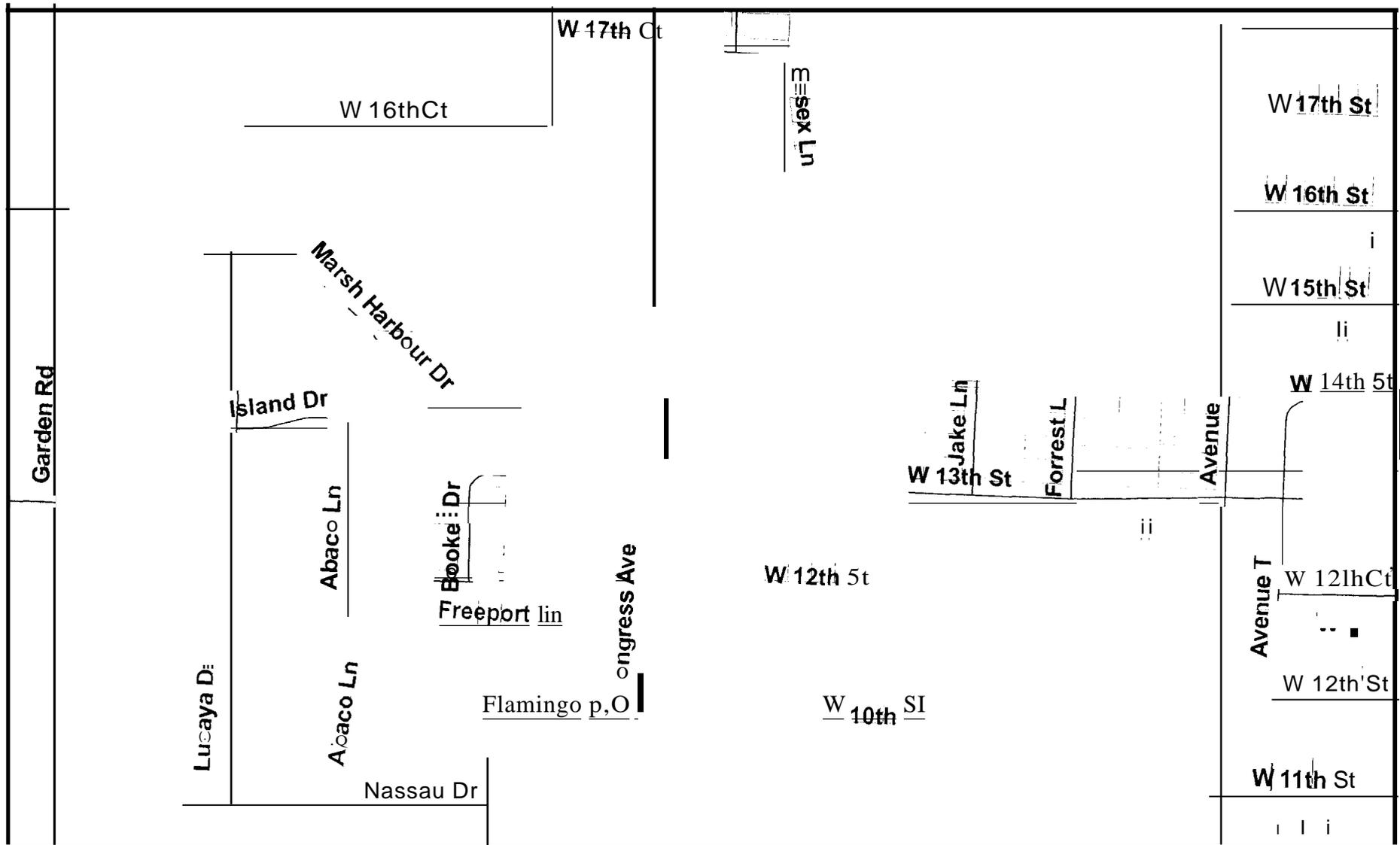
f. Signs, or outside displays, if any, and proposed exterior lighting, if any, with reference to glare, traffic safety and economic effects of same on properties in the district.

- A landscaped 5' wide, 6' tall monument type sign will be located at the southwest corner of the property.

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

- The required amount of open play area for day care facilities has been provided on site. All setback requirements and pervious/impervious ratios are acceptable.

- I. **Recommendation:** Staff recommends approval of the requested special exception to allow the operation of a church and day care facility at the new location proposed for True Faith Church of God and Christ.



0 220 440 880 Feet

- Roads2007
-  Subject Parcels
-  Parcels



True Faith Church of God and Christ, 1888 W. 13th Street

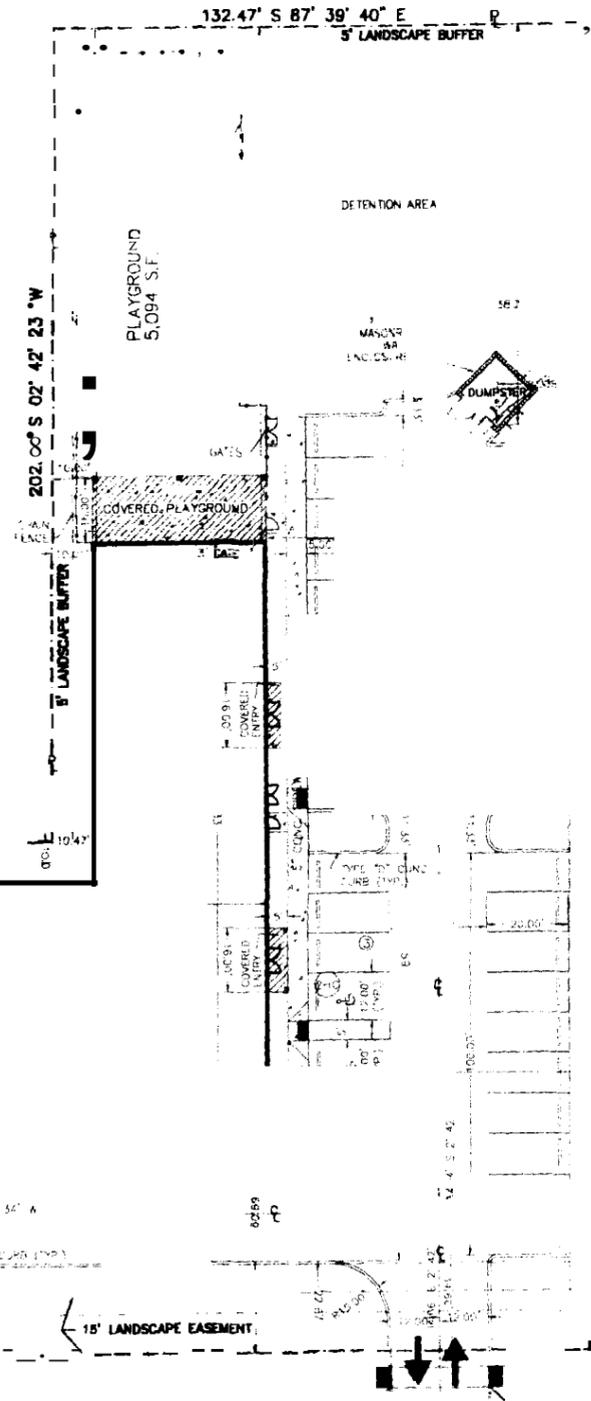
Data and Map Display: The Data is provided as is without warranty of accuracy, completeness, timeliness or completeness. The City of Riviera Beach and Palm Beach County make no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and in a constant state of maintenance, correction and update. The Data and Map Display: The Data is provided as is without warranty of accuracy, completeness, timeliness or completeness. The burden of determining accuracy, completeness, timeliness, merchantability and fitness for use is on the requester. The City of Riviera Beach and Palm Beach County make no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and in a constant state of maintenance, correction and update.



SITE LOCATION MAP

SITE DATA:

ALL ALIEN NUMERICAL ADDRESS PLACEMENT FROM THE BUILDING AND CLEARLY VISIBLE FROM THE ADJACENT STREET. THE ADDRESS SHALL BE ELIMINATED FOR NIGHT VISIBILITY SHALL NOT BE PLACED ON ANY LANDSCAPE OR OTHER OBJECTS.



CHURCH AND DAYCARE BUILDING
AREA: 11,186 SF
(ONE STORY)

CONGRESS AVE.

W. 13TH STREET

Florida Consulting Engineers, Inc.

1000 N. W. 13th St., Suite 114, Ft. Lauderdale, FL 33304
 PHONE: (561) 571-1708
 FAX: (561) 571-1708
 WWW: FLORIDACONSULTINGENGINEERS.COM

| | |
|------|----------|
| DATE | REVISION |
| | |
| | |
| | |

Zeph M. Johnson, P.E.
 FL Reg. No. 35416

DATE: JULY 2, 2007
 SCALE: AS SHOWN
 CHECKED BY: J. J. J. J.
 PROJECT NO.
 DRAWING FILE

TRUE FAITH CHURCH
 11/12/07

SITE PLAN

SP-1

RESOLUTION NO. 36-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM PETERSON PROPERTY INVESTMENTS, LLC FOR AN AUTOMATIC CARWASH FACILITY ON 0.66 ACRES OF PROPERTY LOCATED AT 34 WEST BLUE HERON BOULEVARD, RIVIERA BEACH IN A GENERAL COMMERCIAL (CG) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

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

WHEREAS, the Community Redevelopment Agency approved the site plan on November 28th, 2007; and

WHEREAS, the Planning and Zoning Board met January 10, 2008 to review the Special Exception and Site Plan application and made a recommendation to the City Council for approval of the application; and

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

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

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

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

SECTION 1. The Special Exception and Site Plan Application for the construction of an automatic carwash on 0.66 acre located on the north side of Blue Heron Boulevard, between Avenue "En and Broadway/US1 is approved with the following conditions:

1. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
2. All future advertising must state that the property is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
3. Construction must be initiated within 18 months of receiving City Council approval.
4. Applicant shall plant mature native shade trees with a minimum 15 feet height and 3' DBH along Blue Heron Boulevard.
5. Proposed monument sign shall match the architectural theme of the building.
6. The carwash will only operate Monday through Saturday from 8:00 AM to 8:00 PM, and 9:00 AM to 6:00 PM on Sunday.

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

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

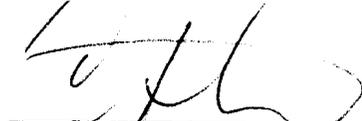
PASSED and APPROVED this 19TH day of _____ MARCH, 2008.

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APPROVED:

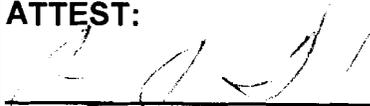


THOMAS A. MASTERS
MAYOR



CHAIRPERSON

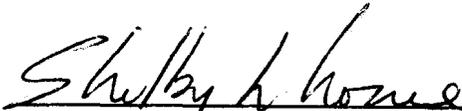
ATTEST:



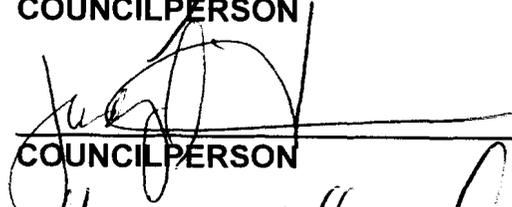
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



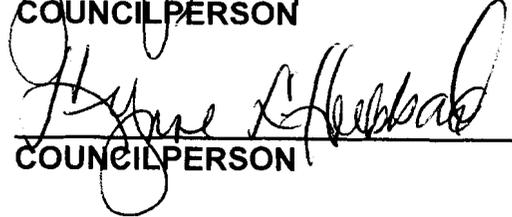
CHAIR PRO TEM



COUNCILPERSON



COUNCILPERSON



COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: DAWN PARDO

C. THOMAS AYE

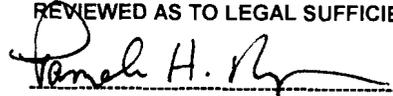
D. PARDO AYE

S. LOWE AYE

J. DAVIS AYE

L. HUBBARD NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/12/08

March 19,2008

A SITE PLAN AND SPECIAL EXCEPTION APPLICATION FROM PETERSON PROPERTY INVESTMENTS, LLC FOR AN AUTOMATIC CARWASH FACILITY ON 0.66 ACRES OF PROPERTY LOCATED AT 34 WEST BLUE HERON BOULEVARD, RIVIERA BEACH IN A GENERAL COMMERCIAL (CG) ZONING DISTRICT.

- A. Applicant: The applicant and property owner is Peterson Property Investments, LLC.
- B. Request: The applicant is requesting Site Plan approval, which requires a Special Exception approval because carwashes are considered special exceptions in the City's code. The applicant is requesting the construction of a 4,024 square foot automatic carwash facility located at 34 West Blue Heron Boulevard.
- C. Location: The property is located on the north side of Blue Heron Boulevard, between Avenue "E" and Broadway/US1, Riviera Beach. (see map)
- D. Property Description and Uses: The subject property description and uses are as follows:

Size: 0.66 Acres/28,750 square feet

Existing Use: Vacant (site east of Popeye's), Single Family Home, & Kim's Fruit Stand

Future Land Use: Commercial

CRA Use: Community Commercial

Zoning: General Commercial, CG

- E. Adjacent Property Description and Uses: The adjacent uses are as follows:

North: Commercial FLU, CG zoning, Residential Single and Multifamily

South: Commercial FLU, CG zoning, Walgreen Drug Store

East: Commercial FLU, CG zoning, Strip Commercial Building

West: Commercial, CG zoning, Popeye's Restaurant

F. Proposed Development! Use: The applicant is proposing to construct a 4,024 square foot self-service automatic carwash facility on two parcels consisting of 0.66 acres which is 28,750 square feet. The main carwash building will be comprised of a 2,703 square foot enclosed structure and a 636 square foot covered conveyor entrance. The enclosed structure will consist of a washing chamber, a mechanical room, and a small office with a restroom for employees. Additionally, there will be a separate 685 square foot open air, covered pay station, located approximately thirty-three (33) feet west of the main building entrance. The facility also proposes to provide vacuum cleaners for automobiles that have used the carwash; the vacuums will be within the parking area located at the south end of the carwash facility.

The development also proposes to construct a six (6) foot high masonry wall along the northern property line, with thirty-four (34) feet extending south along the east and west property lines, to screen the development from the adjacent properties. The remainder of the east and west property lines will have a three and one half foot (3'6") high chain link fence to ensure the neighboring properties are buffered from the proposed carwash entrances.

The carwash proposes to operate Monday through Saturday, and 8:00 AM to 8:00 PM, and 9:00 AM to 6:00 PM on Sunday.

G. Special Exception Analysis:

Standards for granting special exceptions: Sec. 31-62 of the Land Development Code.

(a) Ingress to and egress from the property must consider automotive, pedestrian safety, convenience, traffic flow and control, and access in case of fire or catastrophe.

- The existing ingress to and egress from the property is adequate, one-way traffic flow is proposed with an Entrance Only located at the

west end of the site and an **Exit Only** located at the east end of the site. Existing sidewalks are located along the south of the property.

(b) Off-street parking and loading areas, noise, glare and economic conditions that may effect adjacent and nearby properties generally in the district.

- The site plan provides adequate parking for both customers and employees. The site has provided thirteen (13) regular parking spaces and one (1) handicap parking space for customer use; the parking spaces (20'X11') exceed the minimum required size to provide customers with adequate space to vacuum their vehicles. The photometric plans show little to no glare onto the neighboring properties. the site proposes seven (7) shoebox type light fixtures at twenty-five (25) feet to secure the property at night, and seven wall-mounted fixtures on the buildings the lights primarily face Blue Heron Blvd. Landscaping will surround the site and serve as a barrier for neighboring residential uses, and will minimize noise. A six (6) foot concrete wall, hedge, and trees will also buffer the north residential properties to help minimize noise.

(c) Refuse and service areas are provided at the facility.

- The site plan identifies service and refuse. A concrete dumpster enclosure with landscaping is provided on site. Waste Management provided a letter stating the planned access for trash pick up was approved.

(d) Utilities are available and compatible with the proposed use.

- Utilities are available and will be provided to accommodate the proposed development.

(e) Whether screening, buffering, and landscaping are proposed and are in character with preserving and improving the compatibility and harmony of use and structures between the proposed special exception and the uses generally in the district.

- A six (6) foot masonry wall and chain link fence, both with landscape buffers, have been provide to a screen and buffer the neighboring properties. The proposed landscaping plan is consistent with the requirements of the Land Development Code, and the applicant has provided an additional 12% of landscaped area.

(f) Has the applicant provided required yard and open space in accordance with the zoning district, based on the nature of the request and its effect?

- The proposed development is consistent with the Land Development Code as it relates to the required yard and open space.

H. Staff Analysis:

Comprehensive Plan| Community Redevelopment Plan: The proposed use is consistent with the Comprehensive Plan's Commercial Land Use designation. The proposed use is consistent with the CRA designation of Community Commercial, Town Center, which identifies community shopping centers, supermarkets, drug store, post office, banks, shops, and restaurants as proposed uses. Under the current Citizens' Master Plan and Charrette Report chapter VI - 30 the proposed plan, buildings are pulled to the street with parking in the rear. The current configuration of the site plan has the buildings in the rear due to the limitations of the traffic flow. Currently there is residential abutting this property and if the parking were located in the rear it could create serious loitering and potential area for hidden criminal activities.

Levels of Service: City services are available.

Landscaping: The proposed landscape plan complies with the City's Land Development Code. More than adequate landscaping is provided on the site.

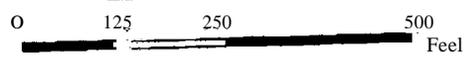
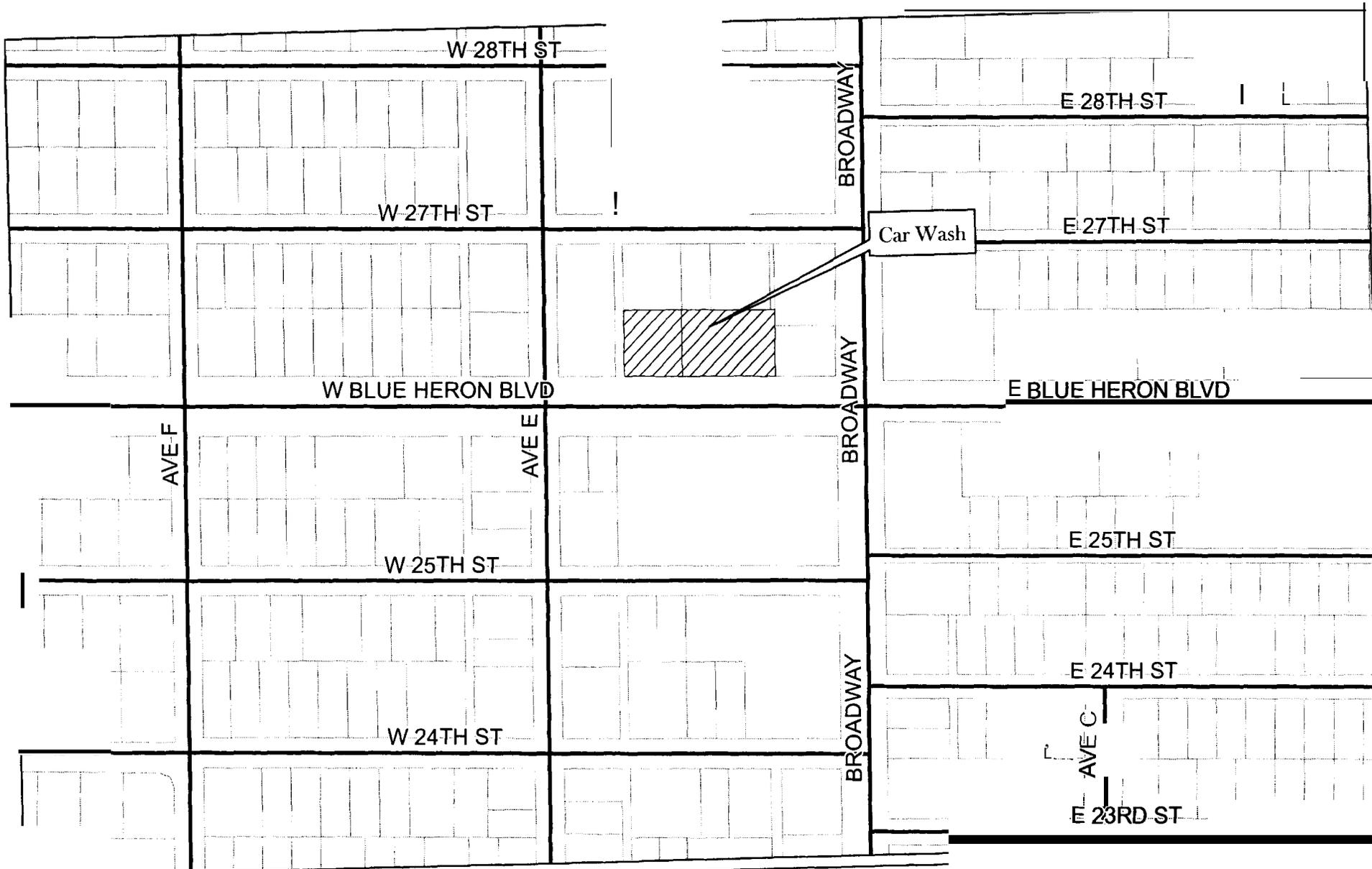
Parking| Traffic: Parking is adequate and complies with the City of Riviera Beach zoning regulations. The project meets the Traffic Performance Standards of Palm Beach County.

Drainage: All storm water will be retained on site and will be routed to an on-site drainage system consisting of exfiltration trenches and a drainage retention area. The drainage system is designed to meet all city and State storm water retention requirements.

I. Recommendation:

Staff recommends approval of the proposed Car Wash Facility finding that it is in compliance with the objectives of the Community Redevelopment Plan, and the Redevelopment objectives of the City of Riviera Beach. Staff recommends approval with the following conditions:

- A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
- All future advertising must state that the property is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
- Construction must be initiated within 18 months of receiving City Council approval.
- Applicant shall plant mature native shade trees with a minimum 15 feet height and 3' DBH along Blue Heron Boulevard.
- Proposed monument sign shall match the architectural theme of the building.
- The carwash will only operate Monday through Saturday from 8:00 AM to 8:00 PM, and 9:00 AM to 6:00 PM on Sunday.



-  Subject Area
- Roads
- Parcels

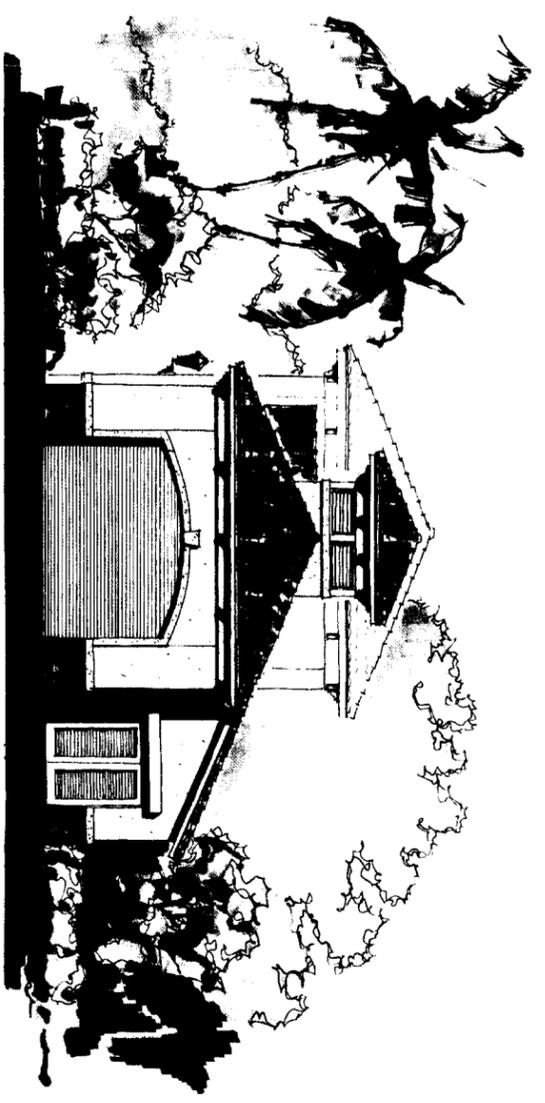
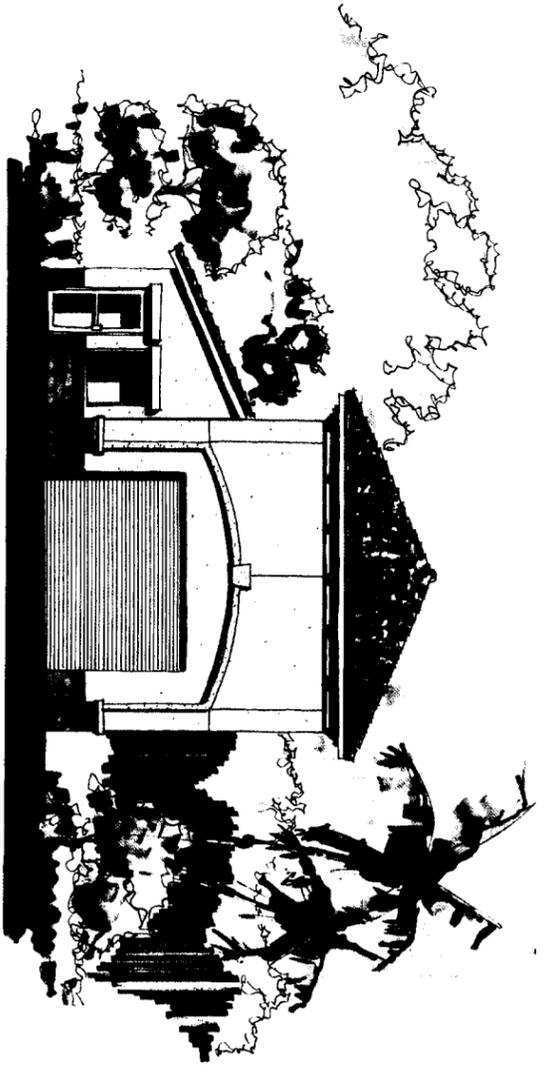
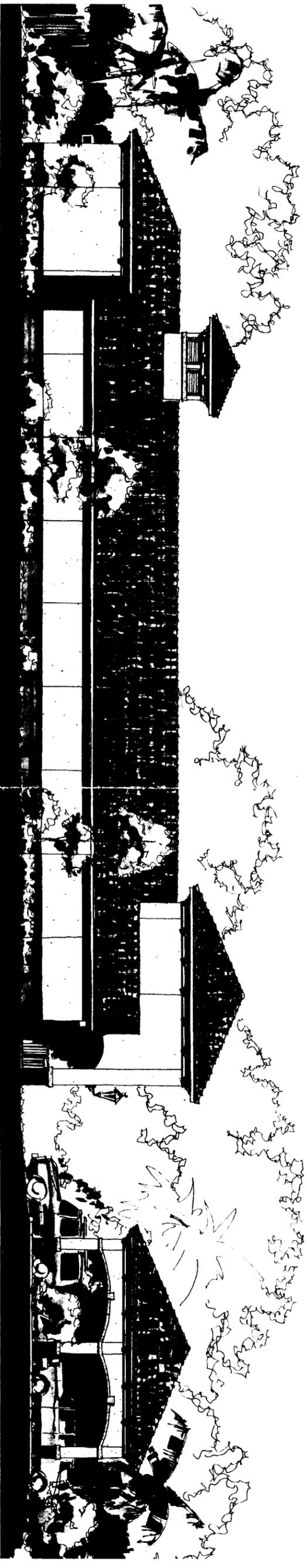
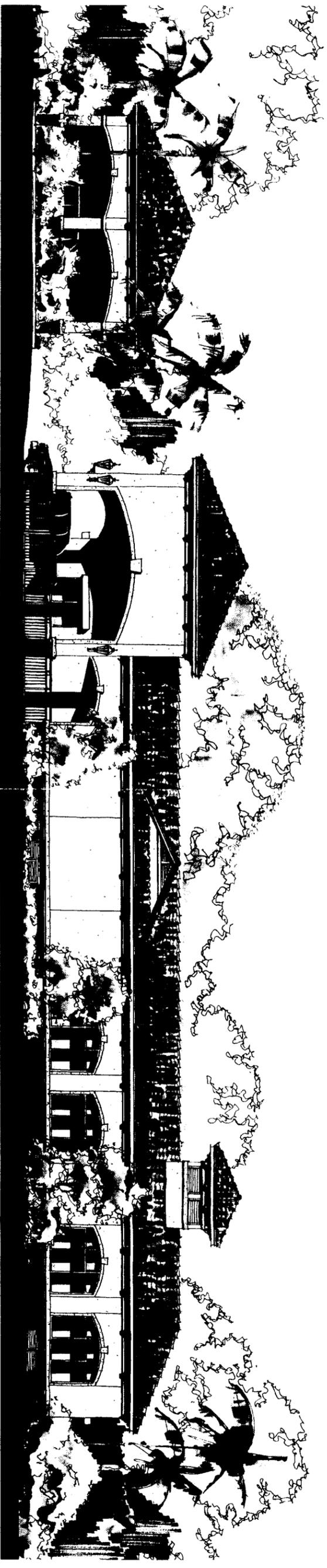
Car Wash 34 West Blue Heron Blvd



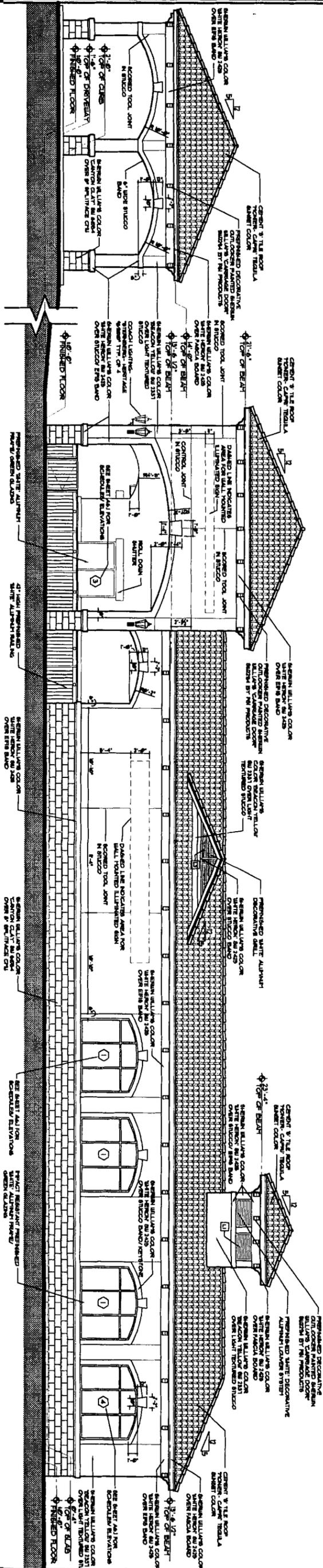
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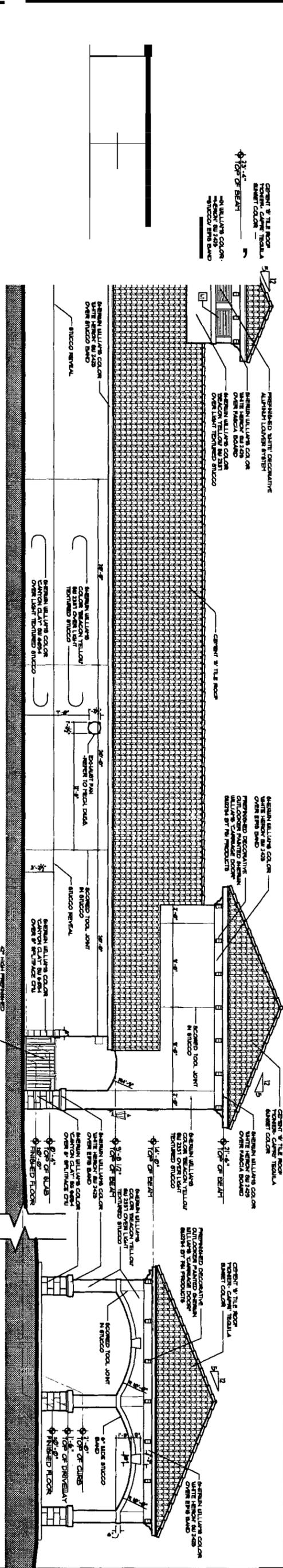




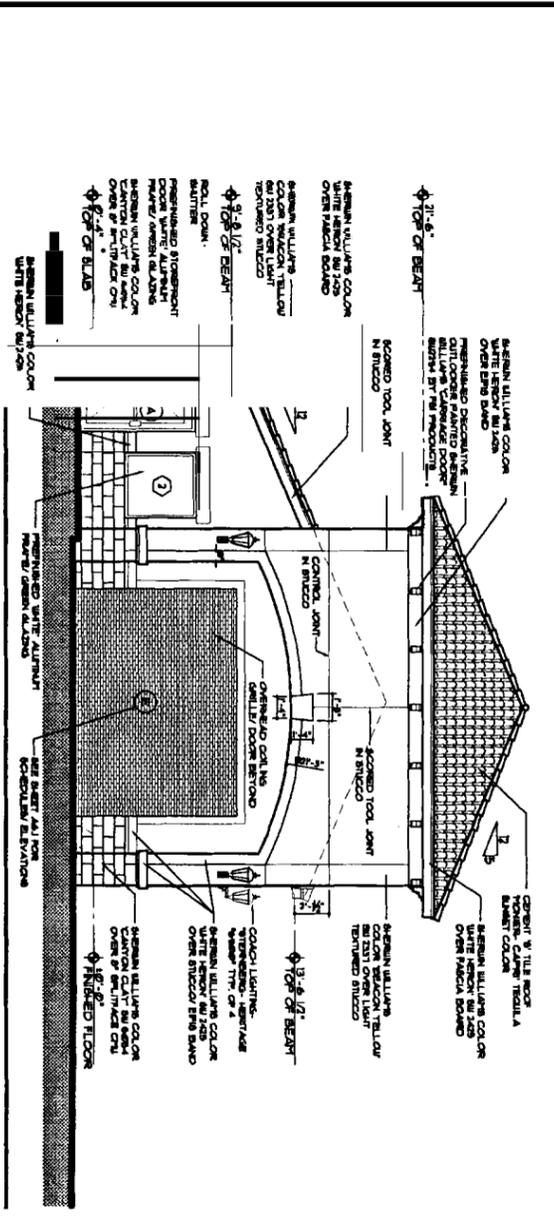

TRACY ARCHITECTURAL
GROUP, INC. 22-010403
5 PROSPECTOR ROAD, SUITE #200
LAKE PARK, FL 33403 TEL: 561-77-2355



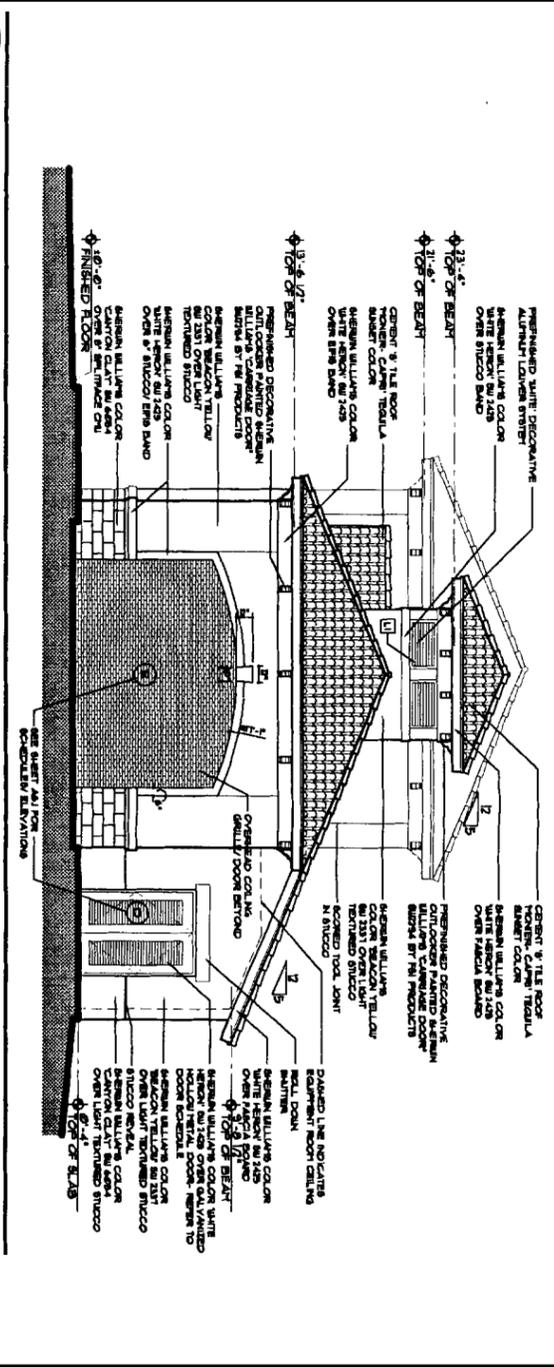
1 SOUTH ELEVATION



2 NORTH ELEVATION



3 WEST ELEVATION



4 EAST ELEVATION

SCALE: 3/16" = 1'-0"

'TUNNEU PAY STATION' EXTERIOR ELEVATIONS

TRACY ARCHITECTURAL GROUP, INC. AA 0003436
 1511 PROSPERITY FARMS ROAD, SUITE #200
 LAKE PARK, FL 33403 PH. (561) 121-2355

Big Blue Car Wash
 Riviera Beach, Florida

SEAL
 WILLIAM TRACY

A-3.1
 DATE: 03/20/07
 PROJECT: 2007
 CLIENT: BVI D&P



SCALE: 3/32" = 1'-0"

TRACY ARCHITECTURAL GROUP, INC. A 003436
 1511 ROSPERITY FARMS ROAD, SUITE #200
 LAKE PARK, FL 33403 PH. (561) 72-2355

SEAL
 WILLIAM TRACY

Big Blue Car Wash
 Riviera Beach, Florida

PROJ. NO. 2407
 DRAWN BY: DAP
 REVISION:
 ISSUE DATE:
 03/20/07

A-11

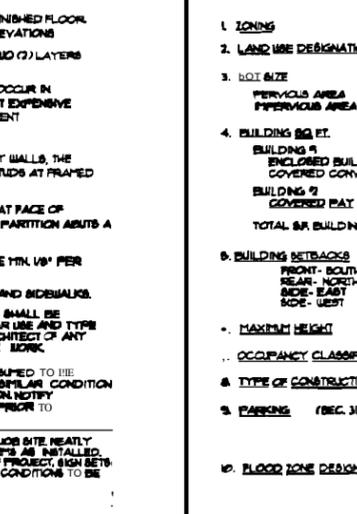
GENERAL NOTES

- CONSTRUCT ALL WORK IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND ASTM STANDARDS.
- CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY OBSERVED DISCREPANCIES PRIOR TO SUBMITTING HIS BID.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- THESE DRAWINGS ARE DIAGNOSTIC AND ARE INTENDED TO SHOW DESIGN INTENT ONLY. THEY DO NOT SHOW EVERY MINOR DETAIL OF CONSTRUCTION. ALL TRADES ARE RESPONSIBLE FOR FURNISHING COMPLETE BUILDING SYSTEMS AND ALL ITEMS THAT WOULD NORMALLY BE CONSIDERED INCIDENTAL TO THEIR INSTALLATION.
- CONTRACTOR SHALL REVIEW CONTRACT DOCUMENTS FOR THE PROJECT AND NOTIFY THE ARCHITECT OF ANY OBSERVED DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES IN ACCORDANCE WITH THE SPECIFICATIONS AND MAKE ADJUSTMENTS IN LAYOUT AS REQUIRED, WITH ARCHITECT'S PERMISSION ONLY, TO AVOID CONFLICT BETWEEN TRADES FOR PROPER EXECUTION OF THE WORK.
- THE CONTRACTOR SHALL PROVIDE PROTECTION EQUIPMENT FOR SURROUNDING MATERIAL AND SITE DURING CONSTRUCTION.
- THE CONTRACTOR SHALL, AT HIS OR HER EXPENSE, RESTORE TO "LIKE NEW" CONDITION ANY DAMAGE TO SURROUNDING MATERIALS DURING CONSTRUCTION.
- MAINTAIN PREMISES AND PUBLIC AREAS FREE FROM ACCUMULATION WASTE AND RUBBISH CAUSED BY NORMAL CONSTRUCTION ON A DAILY BASIS. UPON COMPLETION OF WORK, REMOVE WASTE MATERIALS, RUBBISH, TOOLS, AND EQUIPMENT, AND LEAVE PROJECT CLEAN AND READY FOR OCCUPANCY.
- PROVIDE REQUIRED COORDINATION AND SUPERVISION WHERE WORK CONNECTS TO OR IS AFFECTED BY OTHER WORK.
- WHERE WORK OF ONE TRADE WILL BE INSTALLED IN CLOSE PROXIMITY TO WORK OF OTHER TRADES OR WHERE ONE TRADE WILL INTERFERE WITH WORK OF OTHER TRADES, CONTRACTOR SHALL ADVISE IN WORKING OUT CONDITIONS TO COORDINATE INSTALLATION.

SITE BUILDING DATA

1. ZONING: GC (GENERAL COMMERCIAL)
2. LAND USE DESIGNATION: GC (GENERAL COMMERCIAL)
3. LOT SIZE: 26,836 SF / .64 ACRES
 PERVIOUS AREA: 9,553 SF (35%)
 IMPERVIOUS AREA: 17,283 SF (65%)
4. BUILDING SET BACK:
 BUILDING 1:
 ENCLOSED BUILDING AREA: 2,763 SF (61%)
 COVERED CONVEYOR ENTRANCE: 636 SF (16%)
 BUILDING 2:
 COVERED BAY STATION: 660 SF (17%)
 TOTAL BR BUILDINGS 1 & 2: 4,059 SF (18%)
5. BUILDING SETBACKS: REQ'D PROVIDED
 FRONT - SOUTH: 25'-0" 60'-0"
 REAR - NORTH: 25'-0" 20'-0"
 SIDE - EAST: 3'-0" 38'-0"
 SIDE - WEST: 25'-0" 45'-0"
6. MAXIMUM HEIGHT: 7'10" (TOP OF CONVEYOR ENTRANCE)
7. OCCUPANCY CLASSIFICATION: BUSINESS GROUP "B"
8. TYPE OF CONSTRUCTION: TYPE III UNPROTECTED
9. PARKING: (SEC. 31-57) OFF-STREET PARKING RATIO: 1.5
 19 SPACES REQUIRED (BASED ON 1 SPACE PER 1200 GSF BUILDING)
10. FLOOD ZONE DESIGNATION: FLOOD ZONE 1C
 PANEL NO. 08142 08093 D
 DATED 02/17/07

LOCATION MAP



SITE PLAN

RESOLUTION NO. 37-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM THE TRAINOR GLASS COMPANY TO CONSTRUCT A 39,180 SQUARE FOOT INDUSTRIAL STORAGE AND FABRICATION BUILDING, AN 8,000 SQUARE FOOT FUTURE STORAGE BUILDING AND A 1,480 SQUARE FOOT FUTURE COVERED LOADING AREA, ON A 7.05 ACRE PARCEL, LOCATED AT THE SOUTHEAST CORNER OF WEST 13TH STREET AND AUSTRALIAN AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the Planning & Zoning Board met on March 13, 2008 to review the site plan application and recommended 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. The site plan for the construction of a 39,180 square foot industrial storage and fabrication building, an 8,000 square foot future storage building and a 1,480 square foot future covered loading area at 1101 West 13th Street is approved with the following conditions:

1. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.
2. Areas designated for parking, landscaping, drainage or retention will not be used for the storage of materials.
3. Construction must be initiated within 18 months of receiving City Council approval.

RESOLUTION NO. 37-08
PAGE 2

4. All future advertising must state that the property is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
5. Trainor Glass will enhance the landscaping on the outside of the chain link fence along Australian Avenue prior to the issuance of a certificate of occupancy.

SECTION 2. This resolution shall take effect immediately upon approval.

PASSED and APPROVED this 19th day of MARCH , 2008.

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APPROVED:



THOMAS A. MASTERS
MAYOR



CHAIRPERSON

ATTEST:



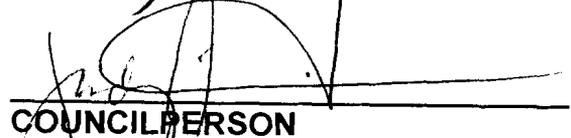
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



CHAIR PRO TEM



COUNCILPERSON



COUNCILPERSON



COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: DAWN PARDO

C. THOMAS AYE

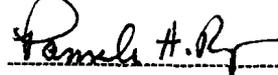
D. PARDO AYE

S. LOWE AYE

J. DAVIS AYE

L. HUBBARD AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/7/08

MARCH 13, 2008

A SITE PLAN APPLICATION FROM THE TRAINOR GLASS COMPANY TO CONSTRUCT A 39,180 SQUARE FOOT INDUSTRIAL STORAGE AND FABRICATION BUILDING AND AN 8,000 SQUARE FOOT FUTURE STORAGE BUILDING AND A 1,480 SQUARE FOOT FUTURE COVERED LOADING AREA, LOCATED AT 1101 WEST 13TH STREET, ON A 7.05 ACRE PARCEL, LOCATED AT THE SOUTHEAST CORNER OF WEST 13TH STREET AND AUSTRALIAN AVENUE.

- A. Applicant: The applicant is Trainor Glass.
- B. Request: The applicant is requesting site plan approval to construct a 39,180 square foot building designed for fabrication and storage.

The site plan also depicts an 8,000 square foot future storage building and a 1,480 square foot future covered loading area; the storage building and loading area are to be constructed at a future date.

The aforementioned requests are in addition to the existing 6,941 square feet of office space and 45,000 square feet of storage and fabrication area that currently exist on site (depicted on the site plan as existing offices and existing plant area).

- C. Location: The proposed location is 1101 West 13th Street, on the southeast corner of West 13th Street and Australian Avenue (see attached map).
- D. Property Description and Uses: The subject property description and uses are as follows:

Size: 7.05 acres

Existing Use: Trainor Glass Company

Future Land Use: Industrial

Zoning: Limited Industrial District (IL)

- E. Adjacent Property Description and Uses:

North: Industrial, Limited Industrial Zoning (IL)

South: Industrial, Limited Industrial Zoning (IL)

East: Industrial, General Industrial Zoning (IG)

West: Industrial, Limited Industrial Zoning (IL)
Community Facility District (CF)

F. Background:

On May 17, 2000, Trainor Glass was approved by the City Council to construct 51,773 +/- square foot industrial building, including office and fabrication facility which currently exists on a 7.05 acre parcel zoned for Limited Industrial Use (IL). Trainor Glass now wishes to expand on the same 7.05 acre parcel located at 1101 West 13th Street.

G. Staff Analysis:

Proposed Use: The proposed industrial use currently exists on site; Trainor Glass will be expanding their current operations.

Zoning Regulations: The proposed expansion complies with the City's Land Development Regulations.

Comprehensive Plan: The proposed industrial use would be consistent with the Comprehensive Plan.

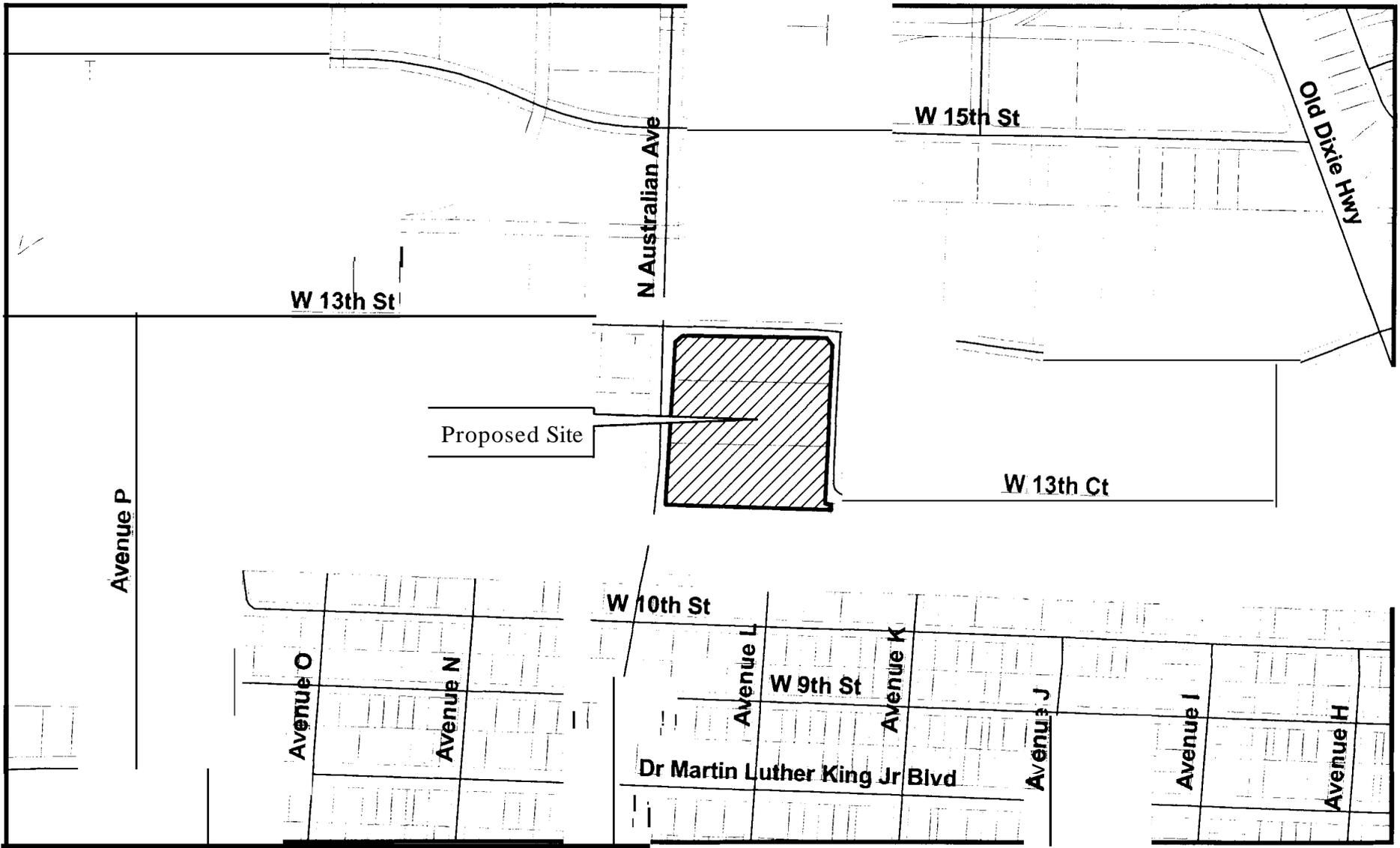
Compatibility: The proposed development is similar and compatible with the surrounding zoning designations and uses.

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

Landscaping: The proposed landscape plan is consistent and compatible with the City's Land Development Code. Emphasis was placed on screening the new construction from roadways and replacing any missing landscaping around the existing structure.

Parking/Traffic: Adequate parking is provided according to the Land Development Code; 93 spaces are required, 94 are provided. A traffic statement was also provided stating that the project meets the concurrency requirements of Palm Beach County Traffic Performance Standards.

H. Recommendation: Staff recommends project approval.



- Roads2007
- Subject Parcels
- Parcels

Trainor Glass Inc.
1101 W. 13th Street

Data and Map Disclaimer: The Data is provided as is without "WARRANTY" or any representation of accuracy, timeliness, completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for use is the responsibility of the user. The City of Riviera Beach and Palm Beach County make no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

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RESOLUTION NO. 38-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE SEVENTY-FIVE (75) SETS OF FIREFIGHTER PROTECTIVE CLOTHING UNDER LAKE COUNTY BID#07-0811 FROM MUNICIPAL EQUIPMENT COMPANY, LLC, IN ORLANDO FLORIDA, IN THE AMOUNT OF \$130,068.75; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PURCHASE AGREEMENT AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-0920-5220-5205.

WHEREAS, the City Council approved the funding for the purchase of seventy-five (75) sets of Firefighter Protective Clothing in the 2007/08 Fiscal budget; and

WHEREAS, staff is requesting approval to purchase seventy-five (75) sets of firefighting protective clothing from Municipal Equipment Company, LLC, Orlando, Florida, under Lake County Bid #07-0811.

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

Section 1: That the piggyback purchase of seventy-five (75) sets of Firefighter Protective Clothing is awarded to Municipal Equipment Company, LLC, of Orlando, Florida, under Lake County Bid #07-0811.

Section 2: That the Mayor and City Clerk are authorized to execute the contract with Municipal Equipment Company, LLC.

Section 3: That the Mayor and Finance Director are authorized to make payment to Municipal Equipment Company, LLC, in the amount of \$130,068.75 for same from account number: 001-0920-5220-5205.

Section 4: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 2 day of APRIL, 2008

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS
MAYOR

Cedrick A. Thomas

CEDRICK A. THOMAS
CHAIRPERSON

Dawn S. Pardo

DAWN S. PARDO
CHAIR PRO TEM

(MUNICIPAL SEAL)

Lynne L. Hubbard

LYNNE L. HUBBARD
COUNCIL PERSON

Judy L. Davis

JUDY L. DAVIS
COUNCILPERSON

ATTEST: *C. E. Ward*

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Shelby L. Lowe

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: DAWN PARDO

SECONDED BY: JUDY DAVIS

C. THOMAS AYE

D. PARDO AYE
AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/24/08

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2008 by and between Municipal Equipment Company, L.L.C. hereinafter referred to as "Independent Contractor," whose mailing address is 2049 West Central Boulevard, Orlando, Florida 32805, and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, Lake County acting as lead agency posted an RFP for Fire Equipment and Supplies, under County Bid # 07-0811, hereinafter referred to as the "RFP", the terms of which are incorporated herein by reference; and

WHEREAS, the Independent Contractor was the successful responsible bidder to sell and implement Fire Equipment and Supplies to Lake County; and

WHEREAS, the City desires and is authorized to participate in the purchasing and utilization of Fire Equipment and Supplies for turnout gear from the Independent Contractor as provided in the RFP.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Lake County Bid #07-0811.

2. To the extent that there exist a conflict between the quote and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement 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.

3. That the City does hereby retain the services of the Independent Contractor for the purpose of labor and materials as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.

4. Work must begin upon the date of receipt of official notice from the City to proceed and shall be carried on at a rate to insure its full completion within ninety (90) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Agreement. [All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than ninety (90) days after receipt of official notice to supply such materials, the timely deliver of said materials being essential conditions of this Agreement.].

5. If through no fault of the using entity, turnout gear is delivered which is not acceptable, Independent Contractor shall be responsible for correcting and replacing and shall bear all costs associated with above. In addition, if gear is delivered and needs to be altered Independent Contractor shall have two attempts to remedy. Any misfits or alterations which can not be adjusted satisfactorily to the user will be rejected and Independent Contractor shall supply new gear within ten days. The City reserves the right to cancel this contract without cause upon thirty (30) days written notice; or sooner with cause. Nonperformance or unsatisfactory performance shall be considered grounds for immediate termination.

6. The City agrees to compensate the Independent Contractor in accordance with the fee proposal set as forth in Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".

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

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

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

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

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

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City.

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

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

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

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

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

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

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

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

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

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

23. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

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

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

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

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

28. 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.

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

30. Time is of the essence in all respects under this Agreement.

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

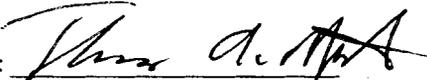
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AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY: 
THOMAS A. MASTERS
MAYOR

BY: _____
Name: RUSSELL MELLO
Title: MUNICIPAL EQUIPMENT COMPANY, LLC

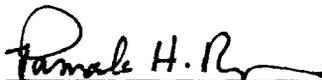
ATTEST:

BY: 
CARRIE E. WARD, MASTER MUNICIPAL CLERK
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: _____
TROY F. PERRY
FIRE CHIEF

DATE: 3/24/08

RESOLUTION NO. 39-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE SEVENTY-FIVE (75) SETS OF FIREFIGHTER PROTECTIVE BOOTS FROM SAFETY AND BOOT CENTER OF STUART FLORIDA, IN THE AMOUNT OF \$18,712.50 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-0920-5220-5205.

WHEREAS, the City Council approved the funding for the purchase of seventy-five (75) sets of Firefighter Protective Clothing in the 2007/08 Fiscal budget; and

WHEREAS, staff is requesting that it be allowed to purchase seventy-five (75) sets of firefighting protective boots from Safety and Boot Center in Stuart, Florida in the amount of \$18,712.50.

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

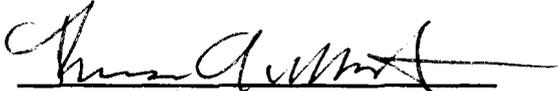
Section 1: That the bid for the purchase of seventy-five (75) sets of firefighter protective boots is awarded to Safety and Boot Center of Stuart, Florida.

Section 2: The Mayor and Finance Director to make payment to Safety and Boot Center in the amount of \$18,712.50 for same from account number 001-0920-5220-5205.

Section 3: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 24 day of April, 2008

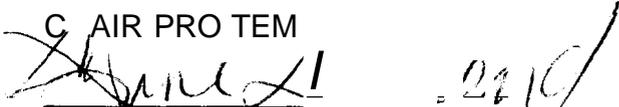
APPROVED:


THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON


DAWN S. PARDO
C. AIR PRO TEM

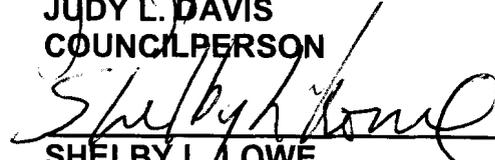
(MUNICIPAL SEAL)

 2210/
LYNNE L. HUBBARD
COUNCIL PERSON


JUDY L. DAVIS
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: DAWN PARDO

SECONDED BY: JUDY DAVIS

C. THOMAS AYE

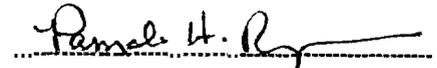
D. PARDO AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/24/08

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this 19 day of March, 2008 by and between Municipal Equipment Company, L.L.C. hereinafter referred to as "Independent Contractor," whose mailing address is 2049 West Central Boulevard, Orlando, Florida 32805, and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, Lake County acting as lead agency posted an RFP for Fire Equipment and Supplies, under County Bid # 07-0811, hereinafter referred to as the "RFP", the terms of which are incorporated herein by reference; and

WHEREAS, the Independent Contractor was the successful responsible bidder to sell and implement Fire Equipment and Supplies to Lake County; and

WHEREAS, the City desires and is authorized to participate in the purchasing and utilization of Fire Equipment and Supplies for turnout gear from the Independent Contractor as provided in the RFP.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Lake County Bid #07-0811.

2. To the extent that there exist a conflict between the quote and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement 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.

3. That the City does hereby retain the services of the Independent Contractor for the purpose of labor and materials as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.

4. Work must begin upon the date of receipt of official notice from the City to proceed and shall be carried out at a rate to insure its full completion within ninety (90) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Agreement. [All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than ninety (90) days after receipt of official notice to supply such materials, the timely deliver of said materials being essential conditions of this Agreement.).

5. If through no fault of the using entity, turnout gear is delivered which is not acceptable, Independent Contractor shall be responsible for correcting and replacing and shall bear all costs associated with above. In addition, if gear is delivered and needs to be altered Independent Contractor shall have two attempts to remedy. Any misfits or alterations which can not be adjusted satisfactorily to the user will be rejected and Independent Contractor shall supply new gear within ten days. The City reserves the right to cancel this contract without cause upon thirty (30) days written notice; or sooner with cause. Nonperformance or unsatisfactory performance shall be considered grounds for immediate termination.

6. The City agrees to compensate the Independent Contractor in accordance with the fee proposal set as forth in Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".

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

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

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

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

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

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City.

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

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

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

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

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

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

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

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

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

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

23. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

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

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

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

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

28. 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.

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

30. Time is of the essence in all respects under this Agreement.

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

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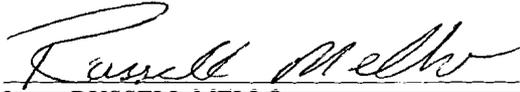
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
Name: RUSSELL MELLO
Title: MUNICIPAL EQUIPMENT COMPANY, LLC

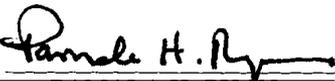
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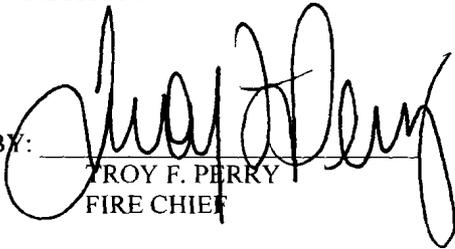
BY:  
CARRIE E. WARD, MASTER MUNICIPAL CLERK
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
TROY F. PERRY
FIRE CHIEF

DATE: 4/2/08

RESOLUTION NO. 40-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT AWARD FOR THE FISCAL YEAR 2007-08, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE STATE EMS GRANT FUND (107) IN THE AMOUNT OF \$39,900.00 TO PURCHASE FOUR GLIDESCOPE RANGER VIDEO LARYNGOSCOPES FROM ACCOUNT 107-0921-526-0-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue has been awarded the Florida Emergency Medical Services County Grant Award for the year 2007-08 to improve the City's pre-hospital Emergency Medical Services.

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

Section 1: The City Council does hereby accept the terms and conditions of the Florida Emergency Medical Services (EMS) County Grant Award for the year 2007-08, its goals and objectives to expand and/or improve the City's pre-hospital Emergency Medical Services.

Section 2: The City Council authorizes the Finance Director to set up a budget in the State EMS Fund (107) as follows:

| | | |
|---------------------|---------------------------------|--------------|
| REVENUE | | |
| 107-00-337208 | EMS GRANT 07-08 | \$ 39,900.00 |
| EXPENDITURE | | |
| 107-0921-526-0-6455 | Capital Machinery and Equipment | \$ 39,900.00 |

RESOLUTION NO. 40-08

PAGE 2

Section 3: The City Council of the City of Riviera Beach authorizes Fire Rescue to purchase four (4) GlideScope Video Laryngoscopes in the amount of \$39,900.00 from account 107-0921-526-0-6455.

Section 4: This grant will not be used to supplant the City's existing budget allocation.

Section 5: This Resolution shall become effective upon its passage by Council.

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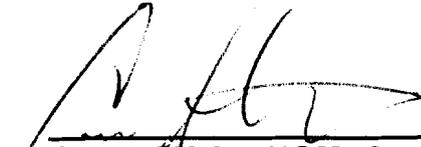
RESOLUTION NO. 40-08
PAGE 3

PASSED and APPROVED this 2 day of APRIL, 2008

APPROVED:



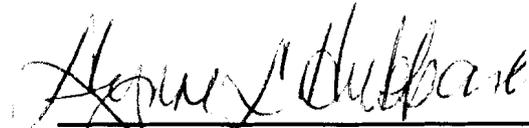
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



CEDRICK A. THOMAS
CHAIRPERSON



DAWN S. PARDO
CHAIR PRO TEM



LYNNE L. HUBBARD
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: DAWN PARDO

SECONDED BY: JUDY DAVIS

C. THOMAS AYE

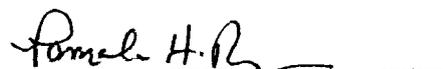
D. PARDO AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/24/08

RESOLUTION NO. 41-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE BID FOR TRAFFIC CALMING PHASE III TO ROSSO PAVING & DRAINAGE, INC. IN THE AMOUNT OF \$94,835; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach solicited bids to implement Citywide Traffic Calming Phase III ; and

WHEREAS, the bids were opened on February 19, 2008; and

WHEREAS, Rosso Paving & Drainage, Inc. is the lowest responsible bidder.

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

SECTION 1. The bid for Traffic Calming Phase III is awarded to Rosso Paving & Drainage, Inc. for \$94,835.00.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The City Manager is authorized to approve change orders in the amount not to exceed \$18,967.

SECTION 4. The Finance Director is authorized to make payment for same from account number 310-0716-5410-6355.

SECTION 5. This resolution shall become effective upon its passage by the City Council.

PASSED AND APPROVED THIS DAY OF , 2008.

APPROVED:

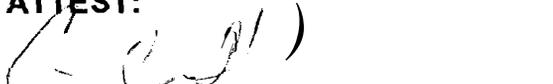


THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON /



LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: JUDy DAVIS

SECONDED BY: DAWN PARDO

C. THOMAS AYE

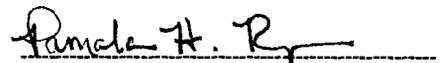
D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/24/08

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this 2 day of April, 2008 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida and through its CITY COUNCIL, hereinafter referred to as the CITY, and Rosso Paving & Drainage, Inc. an individual, a partnership, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 59-2275014.

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 installation of Traffic Calming, Phase **III** consisting of speed humps, striping and signage for same, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be L. John Samadi, P.E., Consulting Engineer, and telephone no. 561-845-4061.

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 ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) 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.
- C. Reports - This section has been intentionally deleted.

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 approval of the City
- B. **Progress Invoices** - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice 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.
- C. **Progress Payments** - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then 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 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 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.

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. It 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, 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 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 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 the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor 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. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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 of the new subcontractor by the CITY.

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 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 - MIWBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

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."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, 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.

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.

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 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE IS-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 any failure in performance if such 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 failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors' fault or negligence, as determined by the CITY, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. 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.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

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).

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

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, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

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. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining 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 COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

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:

Community Development Department

600 West Blue Heron Boulevard
Riviera Beach, FL. 33404

and if sent to the CONTRACTOR shall be mailed to:

Rosso Paving & Drainage, Inc.
350 Martin Lane
West Palm Beach, FL. 33413

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 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 or 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 Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, 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 **Citywide Traffic Calming Phase III, if any**, for a period of **ten** years from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to **material and workmanship** for a period of **one** 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 manufacturer's warranty as it relates to the materials and parts used to construct **Citywide Traffic Calming Phase III**.

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

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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, Rosso Paving & Drainage, 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 **Construction drawings and this contract**. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and **construction drawings and specifications**. To the extent that there exists a conflict between this Contract and **the construction drawings**, 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 by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

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 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 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 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

c. 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 receipt of 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.

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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: _____
NANCY ROSSO
PRESIDENT

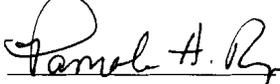
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
MARY MCKINNEY, DIRECTOR
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALAH. RYAN
CITY ATTORNEY

Date: 3/24/08

EXHIBIT "A"

SCOPE OF WORK

Installation of Citywide Traffic Calming Phase III which consists of colored concrete speed humps with pavement markings and signage.

EXHIBIT "A"

SCOPE OF WORK

Installation of Citywide Traffic Calming Phase III which consists of colored concrete speed humps with pavement markings and signage.

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.

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.

EXHIBIT "B"

BID PROPOSAL

You are invited

to Bid in the Following: **TRAFFIC CALMING PHASE 3**

The cost of mobilization, clearing, MOT and hauling shall be included in the unit price for each hump. A minimum of 10 humps will be awarded.

The bidder having visited the site of the proposed project and/or familiarized himself with the local conditions, nature and extent of the work, and having carefully examined the set of plans, terms and conditions herein, proposes to furnish:

| Item No. | Quantity | Unit | Description | Unit Price | Total |
|----------|----------|------|---|------------|-------------|
| 1 | 13 | EA | Speed hump stamped and colored concrete. (Width: 20' to 26'). | \$4,625.00 | \$60,125.00 |
| 2 | 13 | EA | Pavement marking for each hump, per plan. | \$1,350.00 | \$17,550.00 |
| 3 | 52 | EA | Warning sign and post. | \$330.00 | \$17,160.00 |

TOTAL \$ 94,835.00

Submitted by: Rosso Paving & Drainage, Inc. 2-19-08
Contractor Date

Address: 350 Martin Lane, WFB, FL 33413

Telephone: (561) 688-0288

Fax: (561) 688-0118 /

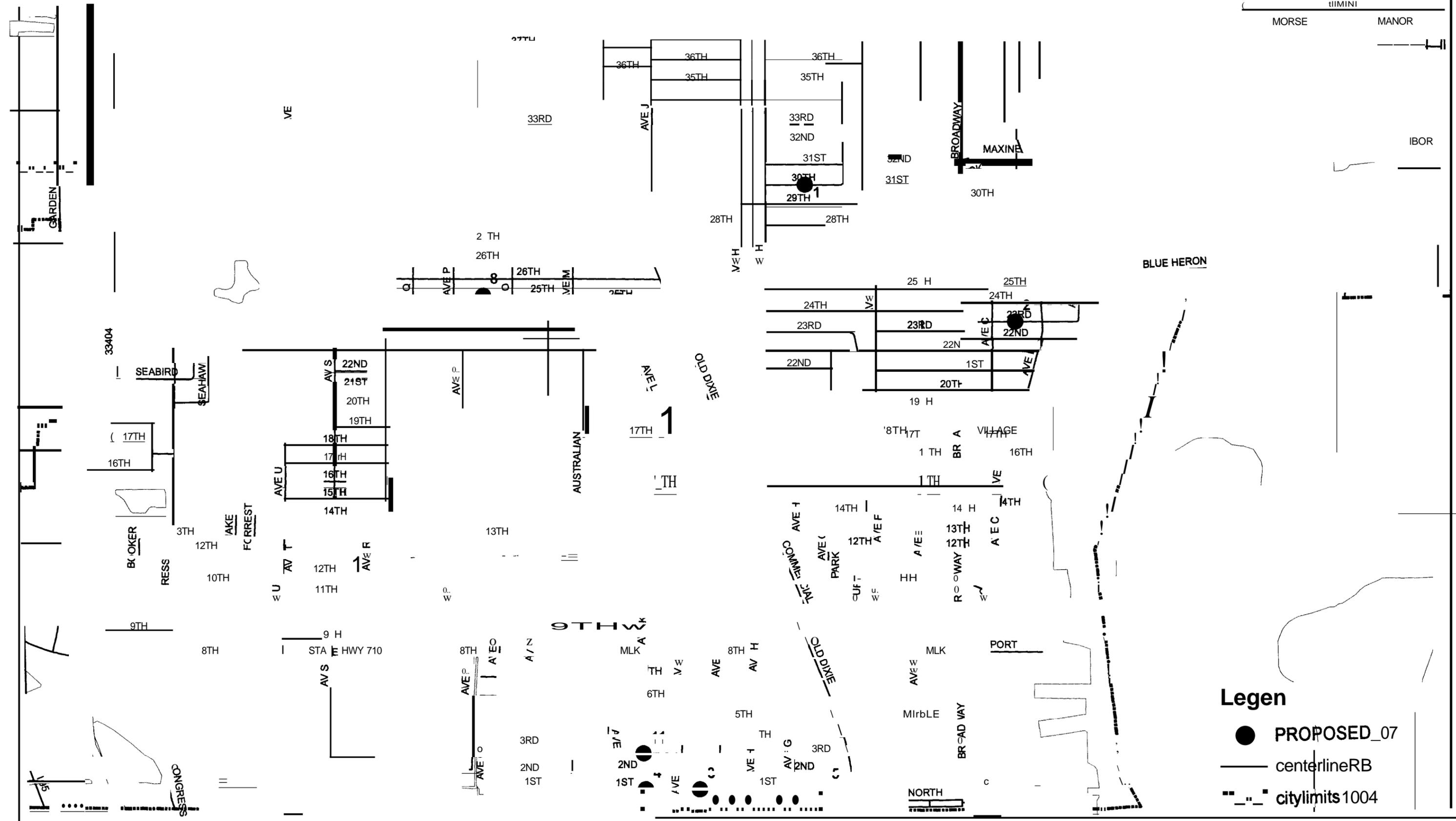
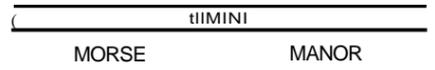
E-mail: rossopaving@aol.com

Signature: 
Nancy G. Rosso - President

Bid bond 5% required if bid amount exceeds \$50,000.00



TRAFFIC CALMING - PHASE III



Legen

- PROPOSED_07
- centerlineRB
- - - citylimits1004

RESOLUTION NO. 42-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$500,000 TO ASSIST WITH THE INSTALLATION OF THE INFRASTRUCTURE IMPROVEMENTS FOR THE BROOKS SUBDIVISION AND APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION; AUTHORIZING THE MAYOR TO EXECUTE THE FUNDING AGREEMENT; AND INTERIM FINANCE DIRECTOR TO EXPEND FUNDS AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council in August 2006 approved the site plan for the development of the Brooks Subdivision for the construction of twenty-two (22) affordable single family homes in the Northwest Sector of the City; and

WHEREAS, the City has forged a partnership with the Northwest Riviera Beach Community Redevelopment Corporation, a non-profit organization; and L1SC Local Initiative Corporation to develop and implement an affordable housing strategy in the City's non-CRA areas; and

WHEREAS, the development of Brooks Subdivision is an integral phase in implementing an affordable housing strategy in the Northwest Section; and

WHEREAS, the City Council is being requested to appropriate \$500,000 to assist with the installation of the infrastructure and improvements to commence the construction of the Brooks Subdivision; and

WHEREAS, in order for this project to proceed a funding agreement outlining the terms and conditions for expenditure of funds must be entered into between the City of Riviera Beach and the Northwest Riviera Beach Community Redevelopment Corporation.

RESOLUTION NO. 42-08

PAGE -2-

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

Section 1. The City Council authorizes the Interim Finance Director to appropriate and expend \$500,000 from the Road Impact Fee Fund (303) and MEAHOP for the installation of infrastructure improvements for the Brooks Subdivision.

Section 2. The City Council approves a funding agreement outlining the terms and conditions for the expenditure of funds and authorizing the Mayor to execute the agreement.

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

PASSED and APPROVED this ____ day of

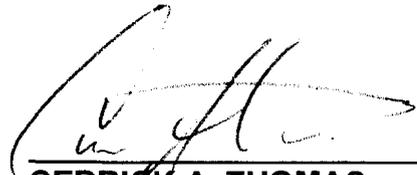
•2008

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APPROVED:



THOMAS A. MASTERS
MAYOR

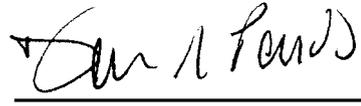


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



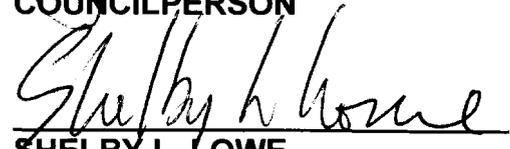
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: JUDY DAVIS

SECONDED BY: LYNNE HUBBARD

C. THOMAS AYE

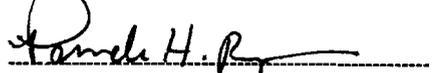
D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/26/08

RESOLUTION NO. 121-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM COLOME' AND ASSOCIATES FOR THE CONSTRUCTION OF TWENTY-TWO SINGLE FAMILY HOME SUBDIVISION ON 3.80 ACRES OF PROPERTY LOCATED BETWEEN AVENUE 'S' AND AVENUE 'R' ACROSS FROM 26TH STREET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan Medium Family Multiple Family Residential Future Land use designation; and

WHEREAS, the property is zoned Multiple Family Residential (RM-15) and the proposed use is consistent with this zoning; and

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

WHEREAS, the Planning and Zoning Board met July 20, 2006 to review the site plan application and made a recommendation to the City Council for approval of the site plan application; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

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

SECTION 1. The Site Plan application from Colome' and Associates, Inc. to build a twenty-two single family home subdivision is hereby approved with the following conditions:

1. The property must be replatted prior to permit 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. 121-06
PAGE 2

3. All future advertising must state that the property is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
4. Construction must be initiated within 18 months of receiving City Council Approval.

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

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

PASSED ~~AND APPROVED~~ THIS 16TH DAY OF AUGUST • 2006.

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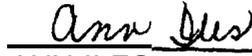
RESOLUTION NO. 121-06

PAGE 3 _____

APPROVED:



MICHAEL D. BROWN
MAYOR



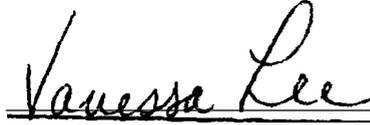
ANN ILES
CHAIRPERSON

ATTEST:



8/16/2006

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



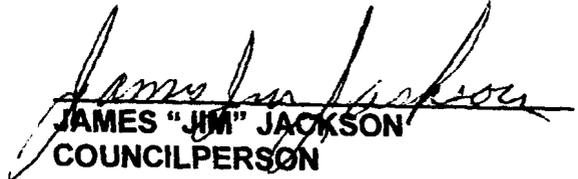
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: E. Wade

A. ILES aye

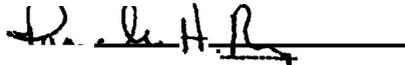
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



ATTORNEY

DATE: 8/19/06

BROOKS SUBDIVISION FUNDING AGREEMENT

THIS FUNDING AGREEMENT, is entered into this _ day of _____, 2008 by and between Northwest Rivera Beach Community Redevelopment Corporation, a Florida non-profit corporation, whose mailing address is 2001 Broadway, Suite 510, Riviera Beach, FL 33404 (herein referred to as "CRC") and City of Riviera Beach, Florida, a Florida municipal corporation, whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, FL. 33404 (herein referred to as "City").

RECITALS

A. Whereas, CRC is the owner of vacant land located east of Avenue Sand west of RJ Henley Avenue, north of 26th Street and south of 26th Court within the City (hereafter called "Brooks Subdivision") and has received plat approval to construct twenty two (22) single family homes thereon; and

B. Whereas, the site (as legally described in Exhibit "A") is located within the City's Renaissance Redevelopment Area; and

C. Whereas, the CRC's mission is to stimulate residential, commercial and economic revitalization in the City; and

D. Whereas, at least eleven (11) of the homes will be sold to households whose income does not exceed 80% of the median income for Palm Beach County, as adjusted for family size and as established by Housing and Urban Development guidelines and policies ("Qualified Household(s)") and whereas, all of the homes shall be sold to households whose income does not exceed 120% of median income for Palm Beach County, as adjusted for family size and as established by Housing and Urban Development guidelines and policies ("Qualified Household (s)"); and

E. Whereas, with respect to the sale of the homes, CRC shall actively market and give first preference to residents of Riviera Beach; and

F. Whereas, the City will realize additional tax revenue resulting from constructing new homes; and

G. Whereas, CRC does not have sufficient funding to complete all the improvements for Brooks Subdivision and has requested that the City provide a grant of \$500,000 to fund infrastructure improvements, including, without limitation, road and

water and sewer improvements for Brooks Subdivision (the "Infrastructure Improvements^o"); and

H. Whereas, CRC has requested that each Qualified Household (not to exceed 20 households) receive down payment assistance in the amount of \$5,000 per household; and

I. Whereas, the City has agreed to provide the funding for the Infrastructure Improvements and down payment assistance, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the grant and subsidy and the sum of Ten and No/100 Dollars (\$10.00) each to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the other terms and conditions set forth hereafter, CRC and City agree as follows:

ARTICLE I
BUDGETING AND FUNDING

1. RECITALS. The Recitals are true and correct and are incorporated herein.

2. COMMUNITY BENEFIT. The City and CRC agree that construction of this project will serve to create additional tax revenues, stabilize and revitalize a declining and deteriorating 'community and provide safe and decent housing for Qualified Households. In addition, CRC agrees that all of the units shall be sold to Qualified Households and further that it shall actively market and give preferential treatment to residents of Riviera Beach when marketing and selling the residential units. Before the City shall make any disbursements under this Agreement, CRC shall execute and record a Declaration of Covenants and Restrictions, in form and substance acceptable to the City, which Declaration of Covenants and Restrictions shall run with the land, shall restrict the sale of the residential units to Qualified Households and shall be superior in right to any other mortgages or encumbrances on Brooks Subdivision. CRC shall designate the City as a beneficiary under the Declaration and grant enforcement powers to the City. The City shall release the Declaration of Covenants and Restrictions as each unit is sold to a Qualified Household. A release under this Section shall not affect a Qualified Household's obligation to execute the required note and mortgage if the home buyer receives Down Payment Assistance from the City. If CRC fails to sell the residential units to Qualified Households, the City shall" have the right to terminate its funding obligations hereunder and recapture funds previously advanced, which right shall be incorporated in the Declaration of Covenants and Restrictions. The City's right to recapture shall be limited to its prorata share of the number of residential units sold to non-Qualified Households and shall be calculated by

multiplying the grant amount of \$500,000 by .0454 times the total number of non-qualified households.

3. USE OF PROCEEDS. Proceeds under this Agreement may only be used for Infrastructure Improvements approved by the City. Any material alteration of the Infrastructure Improvements must be approved in advance by the City and its Inspector and a revised source and uses and construction budget must be presented to and approved by the City.

4. ACCESS TO FUNDS. CRC shall have two years from the date of this Agreement to access the grant funds and to complete the Infrastructure Improvements. Thereafter, the funds shall no longer be available unless the City agrees in writing to provide additional time.

ARTICLE II
DISBURSEMENT OF GRANT PROCEEDS

1. PROCEDURE FOR DISBURSEMENT. City agrees to make disbursements to CRC up to the full grant amount for Infrastructure Improvements in accordance with an approved Infrastructure Improvements construction budget and sources and uses statement and in accordance with and subject to the following procedure, covenants, and terms:

A. Certificate For Payment. At such time as CRC shall desire to obtain, subject to the other requirements hereof, a disbursement of any portion of the grant proceeds, CRC shall complete, execute, and deliver to City a request for an advance on a form approved by City.

B. Evidence Of Progress Of Construction. The above said Certificate for Payment shall, upon the request of City be accompanied by evidence in form and content satisfactory to City, including, but not limited to, certificates and affidavits of CRC, contractor, architect/engineer or such other persons as City may require, showing that:

(i) The value of that portion of the Infrastructure Improvements completed at that time;

(ii) All outstanding claims for labor, materials and fixtures for which prior requests for advance have been funded by CRC have been paid. and releases of liens have been obtained for same;

(iii) CRC has complied with all of CRC's obligations, as of the date thereof. under this Agreement;

Brooks Subdivision Funding Agreement

(iv) All construction of the Infrastructure Improvements and any other work contemplated hereunder prior to the date of the request for an advance have been done in accordance with the plans and specifications;

(v) Any surety bonds required by City are in full force and effect;

(vi) All funds previously disbursed by City have been applied in accordance with an approved Infrastructure Improvement construction budget and sources and uses statement;

(vii) Copies of all bills or statements for indirect expenses for which the advance is requested are attached to said Certificate of Payment; and

(viii) Except as may be otherwise provided, all change orders shall have been approved in writing by City.

C. City's Inspector's Review. At CRC's expense, the City shall hire an engineer or other expert to review the work or improvements on site before any disbursements are made. City's Inspector (at the cost of CRC) will review the proposed plans and specifications, budget and cost analysis, and monitoring of job progress. The appointment of City Inspector shall not be deemed to place any duty or responsibility upon City to inspect the Infrastructure Improvements or any obligations or liability upon City regarding the quality of construction or the absence thereof of defects. City's obligation to make any disbursement(s) shall be conditioned on the review and approval of City's Inspector of all draw requests.

D. Inspection Service. It is expressly agreed that all inspection and other services rendered by City officers or agents shall be rendered solely for the protection and benefit of the City, and CRC shall not be entitled to claim any loss or damage, either against City or its officers or agents, for failure of said officers or agents to properly discharge their duties to City.

E. Releases. Partial Releases and/or waivers of Lien have been received for all disbursements previously made.

F. Disbursement. City shall not be obligated to fund more than one draw request per calendar month. Further, disbursements shall be made prorata with other providers of funding for Infrastructure Improvements who have entered into an Intercreditor Agreement with the City.

G. Other Conditions. All other conditions of this Agreement have been met.

H. Conditions Precedent to Each Disbursement To Be Satisfied.

At no time and in no event shall the City be obligated to make a disbursement on each draw:

(i) Until and unless payroll and material invoices and contracts shall have been confirmed by CRC to the satisfaction of City and until and unless such labor and materials have been delivered to and used upon or incorporated in such Infrastructure Improvements in a manner satisfactory to City and in compliance with said plans and specifications;

(ii) Until CRC has produced to the City, upon demand, the contracts, bills of sale, statements, receipted vouchers for work or materials appurtenant to or used in the construction of the Infrastructure Improvements;

(iii) If CRC or its contractor fails to comply with any requirement or notice of violation of law issued by or filed in any department or bureau or any governmental agency having jurisdiction;

(iv) If CRC or its contractor interfere with or prevent City entry and access to Brooks Subdivision for inspections;

(v) If City, based upon the advice of City Inspector, believes that construction of the Infrastructure Improvements cannot be completed within the time required by this Agreement; or

(vi) If, in the reasonable discretion of the City, the then estimate remaining cost of construction in accordance with the plans and specifications exceed the Infrastructure Improvements construction budget and sources and uses statement, and CRC has failed to make arrangements satisfactory to City, in the City's reasonable discretion, for the payment of such additional costs.

I. Conditions Precedent to Funding the First Disbursement.

At no time and in no event shall the City be obligated to make a disbursement on the first draw or any subsequent draws:

(i) Until the City receives satisfactory evidence that CRC has closed on all other sources of funding for the Infrastructure Improvements and construction of the single family homes and related improvements and the City and all other lenders or funders who are obligated to fund Infrastructure Improvements have entered into an Intercreditor Agreement in form and substance acceptable to the City;

Brooks Subdivision Funding Agreement

- (ii) Until all conditions from all sources for funding for Brooks Subdivision have been satisfied;
- (iii) Until the City has received satisfactory evidence that CRC has received a firm commitment from Palm Beach County State Housing Initiative Program and Palm Beach County Home Investment Program and any other subsidy or grant sources to provide Infrastructure Improvements and/or construction funding for this project;
- (iv) Until the City has received and reviewed a certified copy of the instrument of conveyance and a copy of an owner's policy of title insurance issued by a licensed Florida Title Agent or attorney listing CRC as the fee simple owner of the property described in Exhibit "A."
- (v) Until CRC provides evidences that a surety bond and/or payment and performance bond listing the City as an additional insured is in full force and effect.
- (vi) Until CRC delivers an executed contract with a contractor acceptable to the City who shall complete the Infrastructure Improvements;
- (vii) Until CRC executes and records a Declaration of Covenants and Restrictions in form and substance acceptable to the City;
- (viii) Until CRC executes and records a Mortgage on the subject property in favor of the City;;
- (ix) Until CRC provides evidence of site plan approval, plat approval and any other approvals from governmental authorities necessary to commence construction;
- (x) Until CRC satisfies all existing mortgages on Brooks Subdivision;
- (xi) Until CRC provides satisfactory evidence to the City that any financing or other funds which are secured by superior liens or encumbrances on Brooks Subdivision were used solely for acquisition or improvements on or related to Brooks Subdivision;
- (xii) Until CRC has initiated and completed a bidding process to select a qualified contractor for the Infrastructure Improvements which process and procedure must comply with the City's procurement policies and procedures for projects of this nature and size. The bidding process shall incorporate such features as advertisement in a local newspaper of general circulation, conduct of a pre-bid conference and selection of the lowest responsible bidder;

- (xiii) Until CRC presents a cost breakdown **and** construction bUdget and sources and uses of funds statement acceptable to the City in its sole discretion for the entire project;
- (xiv) Until CRC presents a cost breakdown and construction budget and sources and uses of funds statement acceptable to the City in its sole discretion for the Infrastructure Improvements; and
- (xv) Until all other conditions imposed by the City have been met in the sole discretion of the City.

ARTICLE III
DOWN PAYMENT ASSISTANCE

1. PROCESS AND APPROVAL. CRC shall verify and certify to the City that each Qualified Household receiving down payment assistance satisfies the qualifications and criteria for an award under the Federal Home Bank Board of Atlanta Affordable Housing Program.. The City reserves the right to charge a reasonable processing fee. All fees and expenses associated with this down payment assistance program shall be borne by CRC and/or the proposed borrower.

2. CLOSING. At least 10 days before closing, CRC must inform City staff of the contact information, including, name, address, telephone number, facsimile number and email address of the closing agent and the proposed closing date. The City reserves the right to have a representative of the City attend the Closing. On or before closing, each borrower must execute a note, mortgage or recapture/ retention agreement (a copy of which is attached hereto as Exhibit "F") as approved by the Board (as defined below) and the closing agent shall be responsible for recording the agreements in the public records and returning the originals to the City. All costs and expenses related to executing and recording the City and/or Board's documents shall be the responsibility of the borrower/purchaser. CRC shall also comply within such other reasonable request as imposed by the City.

3. SUBORDINATION. The City acknowledges the borrower/purchaser may need down payment assistance from several sources and provided there is no prohibition in the Boards rules or regulations, the City agrees to subordinate its interest in each unit to a financial institution providing pennant financing as well as assistance provided by Palm Beach County under its SHIP or HOME program: Other sources of financing or down payment assistance must be approved by the City.

4. RESIDENTIAL REQUIREMENTS. The City hereby adopts the residential requirements imposed by the Board's Affordable Housing Program.

5. COMPLIANCE. CRC acknowledges that the proceeds of the down payments assistance were allocated from an award from the Federal Home Loan Bank Board of Atlanta (the "Board") under its Affordable Housing Program. CRC agrees to comply with rules, regulations and policies of the Federal Home Loan Bank Board including executing and recording all agreements as required by the Board. CRC agrees to provide access to its books and records to allow the City to verify compliance. CRC shall insure that each purchaser executes a deed restriction or other legally enforceable and recordable retention agreement and shall be responsible for returning the originals of same to the City. In the event CRC fails to comply with the Board's regulations, then CRC shall indemnify and hold the City harmless for its failure to comply. Further, if the Board seeks to recapture any of the funds, then CRC shall be liable for payment of same.

ARTICLE IV
MISCELLANEOUS

1. RECORDING. CRC hereby grants the City a security interest in Brooks Subdivision to secure its obligation herein and this Agreement or a mortgage may be recorded in the Public Records of Palm Beach County to protect its interest and lien rights. The City shall subordinate its security interest to an existing or future lien or encumbrance to the extent that the lien or encumbrance secures funding used solely for Infrastructure Improvements and construction of single family homes for Brooks Subdivision .

2. NEUTER AND GENDER. Whenever the singular or plural number, masculine or feminine, or neuter gender is used herein, it shall equally include the other.

3. AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing signed by both parties.

4. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Florida.

5. ATTORNEY'S FEE. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6. NOTICES TO ALL PARTIES. All notices, statements, requests, and demands given to or made upon any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given or made when hand delivered or two (2) days after deposited in the certified mail of the United States, return receipt requested, postage prepaid, or one (1) day after delivery to a recognized overnight courier service, addressed to such party at the address or addresses herein above

stated following the names of the respective parties, or to a different address in accordance with any unrevoked written direction from such party to the other parties hereto.

7. NO PARTNERSHIP OR JOINT VENTURE. Nothing herein nor the acts of the parties hereto shall be construed to create a partnership or joint venture between CRC and City.

8. NO ASSIGNMENT BY BORROWER. This Agreement may not be assigned by CRC without the prior written consent of City which may be withheld in City's sole and absolute discretion.

9. WAIVER OF RIGHT TO JURY TRIAL. CITY AND CRC HEREBY WAIVE ANY OBJECTION TO VENUE BEING IN COURTS LOCATED IN PALM BEACH COUNTY, FLORIDA, FOR ANY DISPUTE ARISING OUT OF THE GRANT AND THIS FUNDING AGREEMENT. CRC AND CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO SEEK A TRIAL BY JURY AND WAIVE ANY RIGHTS TO HAVE SAME IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED THEREIN AND ALL AND ANY COMBINATION OF THE FOREGOING. CRC ACKNOWLEDGES THAT THE CITY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, eRC and City have hereunto caused these presents to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION, a Florida non-profit corporation

[Signature]
Print Name: J.P. Frazier
[Signature]
Print Name: John J. Green

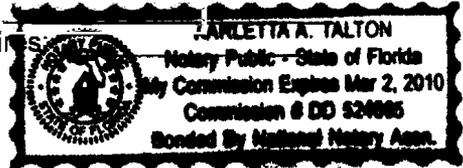
By [Signature]
Print Name: William H. Burns
Print Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 2008, by William H. Burns as President, of Northwest Riviera Beach Community Redevelopment Corporation, who is personally known to me OR produced N/A a identification and who did not take an oath.

(Notary Seal)

Print Name: [Signature]
NOTARY PUBLIC
Commission No: _____
Commission Expires: _____



EXHIBITS

Exhibit "A" Legal Description

Exhibit "B" Form Note and Mortgage

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1-22, BROOKS SUBDIVISION, according to the plat thereof recorded in Plat Book iii, Pages 1 and 2, of the public records of Palm Beach County, Florida.

EXIDBIT "B" FORM NOTE AND MORTGAGE

PROMISSORY NOTE

\$ 5,000.00

Riviera Beach, Florida
_____, 200

FOR VALUE RECEIVED, the undersigned, Gointly and severally, if more than one} promises to pay the City of Riviera Beach, Florida or order, in the manner hereinafter specified, the principal sum of \$5,000.00, bearing no interest. The said principal shall be payable in lawful money of the United States of America at City Hall, 600 West Blue Heron Blvd., Riviera Beach, Florida 33404 or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

This promissory note (the "Note") shall bear no interest and shall require no principal payments prior to _ months from the date hereof, at which time all sums of outstanding principal shall be due and payable in full. Notwithstanding the foregoing, the subject principal shall be forgiven on the basis of _ thereof per month starting from the date that the real property pledged pursuant to the ____ Mortgage (the "Real Property"), securing this Note is owned and occupied by the Maker subsequent to the date hereof. The entire principal sum of this Note that has not been previously forgiven by operation of the previous sentence shall become due and payable on the date of either (i) the sale or conveyance of the Real Property or (ii) the maker fails to continuously occupy the Real Property. Said payment shall be promptly remitted to the City of Riviera Beach to the address noted in the previous paragraph, and upon receipt, shall be credited as a payment toward satisfaction of the amount outstanding under this Note.

In addition, if there is a default made in the payment of any of the sums herein or the performance of any of the agreements contained herein, the mortgage or the misrepresentation of any facts in the application for the loan, then the entire principal sum shall at the option of the holder hereof become at once and collectible without notice, time being of essence. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor. If, after maturity of this note or default hereunder, counsel shall be employed to collect on this note, the undersigned agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not.

Whenever used herein the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

Borrower/Maker's Address

Borrower's Signature

Ref: G:\HOME\04'\5\Clients\

|

Return To:
John Green
City of Riviera Beach
Community Development Department
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

_____ MORTGAGE

THIS MORTGAGE DEED executed this ____ day of _____, A.D., ____ by _____ and _____, whose address is _____, hereinafter called the "Mortgagor," in favor of the City of Riviera Beach, Florida whose address is 600 West Blue Heron Blvd, Riviera Beach, Florida 33404, hereinafter called the "Mortgagee."

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens remises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situate in Palm Beach County, Florida viz:

See Exhibit "A" attached hereto.

THIS IS A _____ MORTGAGE, subject to the first Mortgage from Mortgagor to _____, in the original amount of \$ _____ and second mortgage, if any, in favor of _____

TO HAVE AND TO HOLD the same, together with tenements, hereditaments and appurtenances thereto belonging, and the rent, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor fully warrants the title to said land will defend the same against the lawful claims of all persons whomsoever; and said land is free and clear of all encumbrances other than the certain first mortgage to _____

in the original principal amount of \$ _____ and that second mortgage if
nay in favor of _____ . In the event the subject property or any
interest therein shall be sold, conveyed or in any other manner disposed of, including by
Agreement for Deed to a purchaser that does not qualify as an Eligible Household as
defined in the _____ then this Mortgage shall become due and payable in full.

PROVIDED ALWAYS that if said Mortgagor shall pay unto said Mortgagee the
certain promissory note hereinafter substantially copied or identified to-wit:

See Attachment "A" attached hereto and made a part hereof

and shall perform, comply with and abide by each and every agreement, stipulations,
conditions and covenants thereof, and of this mortgage, then this mortgage and the estate
hereby created, shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay promptly when
due the principal and interest and other sums of money provided for in said note and this
mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities,
obligations and encumbrances of every nature on said property; to permit, consent or
suffer no waste, impairment or deterioration of said land or the improvements thereon at
any time; to keep the buildings now or hereafter on said land fully insured in a sum of not
less than full insurable value in a company acceptable to the Mortgagee, the policy or
policies to be held by, and payable to, said Mortgagee, and in the event any sum or
money becomes payable by virtue of such insurance the Mortgagee shall have the right
to receive and apply the same to the indebtedness hereby secured, accounting to the
Mortgagor to promptly and fully comply with the agreements, stipulations, conditions
and covenants of said mortgage, or either; to perform, comply with and abide by each and
every agreement stipulations and conditions and covenants set forth in said note and this
mortgage or either. In the event the Mortgagor fails to pay when due any tax,
assessment, insurance premium or other sum of money payable by virtue of said note and
this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting
the option to foreclose or any other right hereunder, and all such payments shall bear
interest from the date hereof at the highest lawful rate than allowed by the laws of the
State of Florida.

And the Mortgagor agrees further that Mortgagor shall reside in the mortgaged
property as the Mortgagor's principal place of residence for not less than a period of ____
years starting from the date of closing (the "Restrictive Period"). During the Restrictive
Period, in the event Mortgagor elects to sell, transfer or convey a legal or beneficial
interest to a purchaser or transferee that is not qualified as an Eligible Household. Then
Mortgagor shall satisfy in full the amount due and owing under the attached promissory
note.

If any sum of money herein referred to be not promptly paid within 15 days next
after the same becomes due, or if each and every agreement, stipulations, conditions and
covenants of said note and this mortgage, or either, are not fully performed, complied

with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and WITNESSED in the presence of:

Print Name:

Borrower's signature

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day, before me, and officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, personally known to me, on this _____ day of _____, and who has produced _____ driver's license or passport as identification and did not take an oath.

Print Name
Notary Public

Signature
Notary Public

SEAL

My Commission expires:, _____

Print Name

Print Name

CITY OF RIVIERA BEACH, a Florida
municipal corporation

By: _____
THOMAS A. MASTERS, MAYOR

ATTEST:


CARRIE E. WARD, CITY CLERK

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, ~~2008~~ by Thomas A Masters, Mayor of the City of Riviera Beach, who is personally known to me ~~OR~~ produced as identification and who did not take an oath.

(Notary Seal)

Print Name: _____
NOTARY PUBLIC
Commission No: _____
Commission Expires: _____

SIGNATURE PAGE FOR BROOKS SUBDIVISION FUNDING AGREEMENT

RESOLUTION NO: 43-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY'S PARTICIPATION IN THE NATIONAL LEAGUE OF CITIES BUILDING EQUITABLE COMMUNITIES TECHNICAL ASSISTANCE ROUNDTABLE AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO IDENTIFY FUNDING UP TO \$6,200.00 TRAVEL BUDGETS WITH THE BALANCE OF \$6,200.00 TO BE FUNDED BY THE COMMUNITY REDEVELOPMENT AGENCY'S TRAVEL BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council discussed an initiative at the recent City Council/staff retreat in terms of engaging the community; and

WHEREAS, the City's acceptance into the National League of Cities Building Equitable Communities Technical Assistance Roundtable will provide technical assistance to the City and its partners.

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

SECTION 1. The City Council authorizes the participation in the National League of Cities Building Equitable Communities Technical Assistance Roundtable.

SECTION 2. The City Council authorizes the Interim Finance Director to identify funds in the Legislative and Executive travel budgets not to exceed \$6,200.00 with the balance from the Community Redevelopment Agency's travel budget not to exceed \$6,200.00.

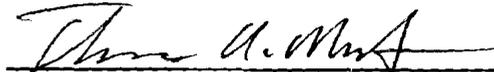
SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 2 day of APRIL, 2008.

RESOLUTION NO. 43-08

PAGE 2

APPROVED:

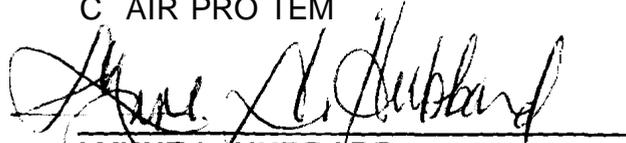

THOMAS A. MASTERS
MAYOR

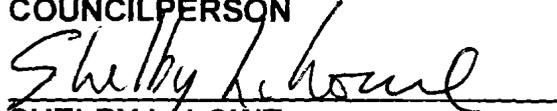

CEDRICK HOMAS
CHAIRMAN

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN PARDO
C. AIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

MOTIONED BY: DAWN PARDO

SECONDED BY: JUDY DAVIS

C. THOMAS AYE

D. PARDO AYE

L. HUBBARD AYE

S. LOWE AYE

J. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____