

RESOLUTION NO. 145-07 \_ \_ \_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE OFFICE OF THE ATTORNEY GENERAL - VICTIMS OF CRIME ACT (VOCA) FOR THE VICTIM ADVOCATE PROGRAM IN THE AMOUNT OF \$38,832; TO CONTINUE WITH CRISIS RESPONSE SERVICES FOCUSING IN AREAS OF HOMICIDE, DOMESTIC VIOLENCE, CHILD DEATHS, AND ELDERLY VICTIMIZATION; AUTHORIZING THE MAYOR TO EXECUTE CERTIFICATE OF ACCEPTANCE OF SUB GRANT AWARD; AUTHORIZING THE FINANCE DIRECTOR TO SET-UP THE BUDGET IN FUND 125 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Office of the Attorney General has established a Victims of Crime Act (VOCA) Grant Program; and

**WHEREAS**, the City of Riviera Beach has been awarded funds in the amount of \$38,832.00 which requires a twenty-five percent (25%) match of \$9,708.00 which will be provided through in-kind services from the City for a total of \$ 48,540.00; and

**WHEREAS**, these funds will be used for continuing the department's crisis response services, crisis intervention and assisting investigators.

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

**SECTION 1:** That the City Council accepts the Grant Funds on behalf of the City, and authorizes the Mayor's execution of the Certificate of Acceptance of Sub-grant Award.

**SECTION 2:** The Finance Director is authorized to set up the budget as follows:

Fund 125	Account Number	Account Description	Amount
Revenue	125-00-334296		\$38,832.00
Expenditure	125-0817-521-0-1201	Reg. Salary & Wages	\$34,958.00
Expenditure	125-0817-521-0-1401	FICA	\$2,674.00
Expenditure	125-0817-521-0-4001	VOCA-Communications	\$1,080.00
Expenditure	125-0817-521-0-5201	VOCA-General Supplies	\$120.00
		TOTAL	\$38,832.00

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

**PASSED AND APPROVED this** 17<sup>th</sup> **day of** OCTOBER **,2007**

RESOLUTION NO. 145-07

PAGE 3

APPROVED:

*Thomas A. Masters*

THOMAS A. MASTERS  
MAYOR

*Shelby L. Lowe*

SHELBY L. LOWE  
CHAIRPERSON

ATTEST:

*Carrie E. Ward*

CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

*Lynne L. Hubbard*

LYNNE L. HUBBARD  
CHAIR PRO TEM

*Norma Duncombe*

NORMA DUNCOMBE  
COUNCILPERSON

*Cedrick Thomas*

CEDRICK THOMAS  
COUNCILPERSON

*James "Jim" Jackson*

JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: JACKSON

SECONDED BY: HUBBARD

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela H. Ryan*

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/1/07

RESOLUTION NO. 146 07 MOTION FAILED

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE LIEN AND TO ISSUE A RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1546 MARTIN LUTHER KING BLVD FOR VIOLATIONS THAT ARE NOW IN COMPLIANCE FOR THE AMOUNT OF \$20,000.00, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1546 Martin Luther King Blvd. was found to be in violation of the City's Code of Ordinances on August 22, 2001, pursuant to Case No. CEB 01-144; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on September 28, 2005, for non-compliance with the Code Enforcement Board's orders for this case; and

WHEREAS, the amount of all liens against the property totals \$124,425.00; and

WHEREAS, the property owner offers \$20,000.00 to settle the outstanding code enforcement liens in order to sell the property;

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement lien; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement liens on the subject property.

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

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts a total of \$20,000.00, as consideration for the release of the Code Enforcement lien on the subject property.

ESOLUTION NO. \_1\_46\_-07\_  
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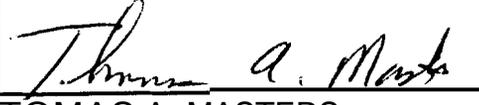
Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 17th day of O\_C\_T\_O\_B\_E\_R, 2007.

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**APPROVED:**

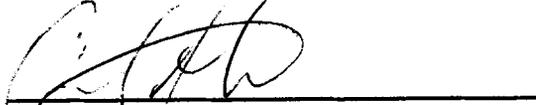
  
TOMAS A. MASTERS  
MAYOR

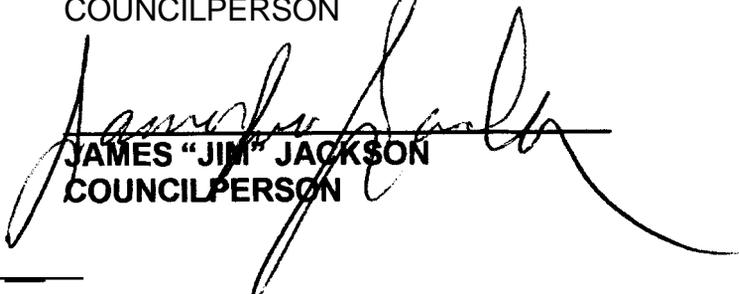
  
SHELBY L. LOWE  
CHAIRPERSON

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. H. BBARD  
CH PRO-TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: C.THOMAS

SECONDED BY: L.HUBBARD

S.LOWE NAY

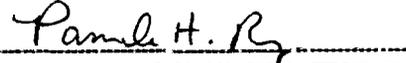
I. HUBBARD NAY

N.DUNCOMBE NAY

C. THOMAS NAY

J. JACKSON NAY

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10 19/07

RESOLUTION NO. 147--07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY - MIAMI TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$3,388,411.00 TO ARTHUR J. GALLAGHER & CO. - MIAMI FOR RISK PACKAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2007-2008); and,

WHEREAS, a proposal from Arthur J. Gallagher & Co. - Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$3,388,411.00; and,

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

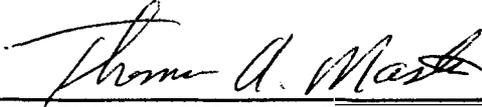
SECTION 1. That Arthur J. Gallagher & Company - Miami provide a comprehensive protected Self-Insurance Program and place coverages as appropriate.

SECTION 2. That the Finance Director is authorized to make payments from Account Numbers 602-0539-513-0-4501 in the total amount not exceeding \$3,388,411.00 to Arthur J. Gallagher & Company - Miami for risk package fixed costs.

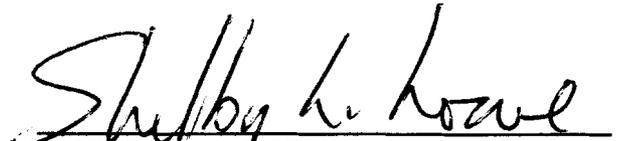
SECTION 3. That this Resolution shall take effect October 1, 2007 upon its passage and approval by City Council.

PASSED AND APPROVED this 17th day of OC\_T\_O\_BE\_R, 2007.

APPROVED:

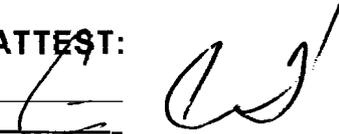


**THOMAS A. MASTERS**  
MAYOR

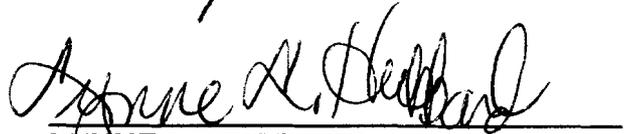


**SHELBY L. LOWE**  
CHAIRPERSON

ATTEST:



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



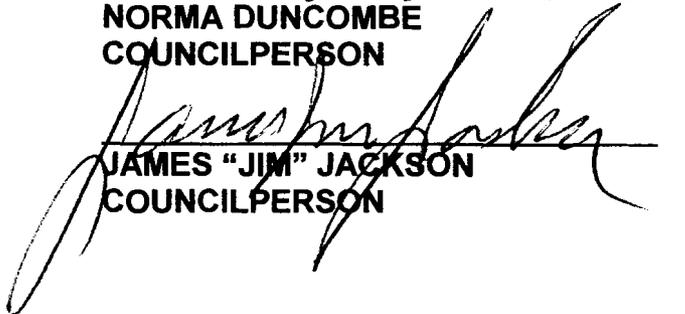
**LYNNE L. HUBBARD**  
CHAIRPERSON PRO TEM



**CEDRICK A. THOMAS**  
COUNCILPERSON



**NORMA DUNCOMBE**  
COUNCILPERSON



**JAMES "JIM" JACKSON**  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. JACKSON

S. LOWE: AYE

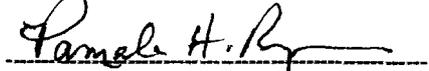
L. HUBBARD: AyE

C. THOMAS: AYE

N. DUNCOMBE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



**PAMALA HANNA RYAN, CITY ATTORNEY**

DATE: 10/9/07

RESOLUTION NO. 148-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING, REGRADING AND DELETING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, PURSUANT TO THE 2007 - 2008 FISCAL BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the creation of classified and unclassified positions, regrade of an unclassified position, deletion of unclassified and classified positions; and creation of positions in Civil Drug Court Division; and

WHEREAS, the above positions were approved in the 2007 - 2008 Fiscal Year Budget, excluding the Civil Drug Court positions; and

WHEREAS, these positions will be added or deleted from the Job Classification List under various categories.

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 following unclassified position be created and added to the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Legislative Aide	16	\$41,444 - \$64,238

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

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
General	Accounts Payable Tech.	10	\$32,813- \$50,860

SECTION 3. That the following unclassified position be regraded and changed on the Administrative Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	City Engineer	From 24 To 28	From \$65,637 - \$98,457 To \$79,928 - \$118,228

SECTION 4. That the following unclassified positions be deleted from the Administrative Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Budget & Mgmt. Adm.	21	\$55,654- \$83,481
	Assistant City Engineer	23	\$62,310 - \$93,466
General Employees	Library Comm. Tech.	13	\$37,750 - \$58,513

SECTION 5. That the following positions be created in the Civil Drug Court Grant as Funded positions and added to Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Supervisory/Confidential	Case Mgr.	9	\$30,998 - \$46,904
General Employees	Case Worker	4	\$22,939 - \$35,556
Unclassified Part-time	Drug Court Counselor		\$20.00/hr

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PAGE 3

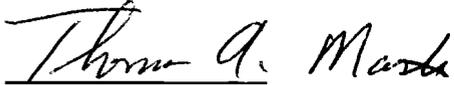
SECTION 6. That the regrade for the position of City Engineer shall take effect April 1, 2007.

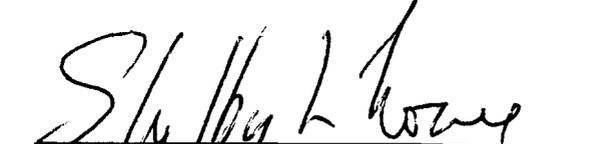
SECTION 7. That this Resolution shall take effect October 1, 2007 for all other positions herein.

PASSED AND APPROVED this 17th day of  
OCTOBER 2007.

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APPROVED:

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

  
\_\_\_\_\_  
SHELBY L. LOWE  
CHAIRPERSON

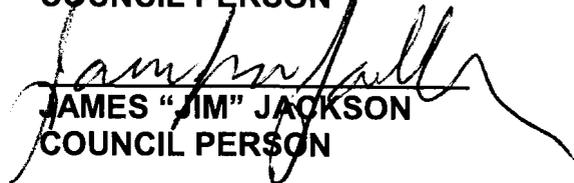
  
\_\_\_\_\_  
LYNNE L. HUBBARD  
CHAIRPERSON PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCIL PERSON

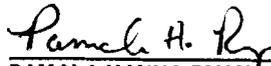
ATTEST:

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

  
\_\_\_\_\_  
NORMA DUNCOMBE  
COUNCIL PERSON

  
\_\_\_\_\_  
JAMES "JIM" JACKSON  
COUNCIL PERSON

Reviewed by:

  
\_\_\_\_\_  
PAMALA HANNA RYAN  
CITY ATTORNEY

DATE 10/10/07

**RESOLUTION NO.**    148-07  
**PAGE 5**

**Motioned by:**    L. HUBBARD

**Seconded by:**    C. THOMAS

S. Lowe            AYE

L. HUBBARD        AYE

C. THOMAS         AyE

N. DUNCOMBE      NAY

J. JACKSON         NAY

RESOLUTION NO. 149-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE ADDENDUM WHICH IS THE THIRD YEAR OF A THREE (3) YEAR AGREEMENT WHICH COMMENCED OCTOBER 1, 2005 TO SEPTEMBER 30, 2008 BETWEEN THE CITY OF RIVIERA BEACH AND SEIU, FLORIDA PUBLIC SERVICES UNION REPRESENTING GENERAL EMPLOYEES OF THE CITY OF RIVIERA BEACH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between SEIU, Florida Public Services Union, an organization representing General Employees of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the existing labor agreement articles based upon a re-opener for wages and two (2) articles for the third year of a three (3) year contract; and

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

WHEREAS, all of the other contract articles will remain the same until September 30, 2008; and

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

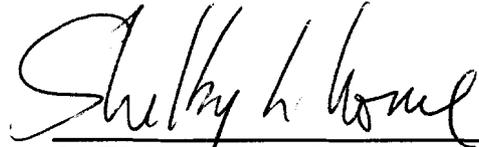
SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and SEIU, Florida Public Services Union representing General Employees.

SECTION 2. That this Resolution shall take effect retroactive to October 1, 2007 upon its passage and approval by City Council.

PASSED AND APPROVED this 7TH day of NOVEMBER, 2007.

APPROVED:

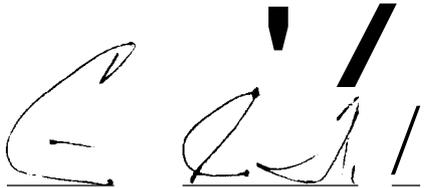
  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

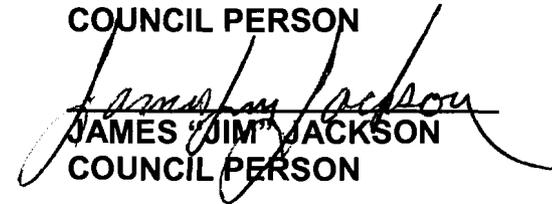
  
LYNNE L. HUBBARD  
CHAIRPERSON PRO TEM

  
CEDRICK A. THOMAS  
COUNCIL PERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

  
NORMA DUNCOMBE  
COUNCIL PERSON

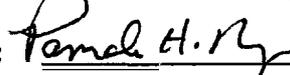
  
JAMES 'JIM' JACKSON  
COUNCIL PERSON

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE            AYE  
L. HUBBARD        AYE  
C. THOMAS         AYE  
N. DUNCOMBE     AYE  
J. JACKSON        AYE

APPROVED AS TO LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN, CITY ATTORNEY

DATE: 10/13/07

ADDENDUM TO AGREEMENT

BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

SEIU, FLORIDA PUBLIC SERVICES UNION

October 1, 2007 for Contract Year

October 1, 2005 through September 30, 2008

## **ARTICLE 7: DUES AND DISCONTINUATION OF DEDUCTION**

**Section 1.** Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues and/or deducting for contributions to the Committee on Political Education (COPE) Request for same must be on a prescribed form. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties, or delinquent dues, except for union dues and COPE.

**Section 2.** The Union will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the city and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

**Section 3.** Dues will be deducted weekly (each applicable pay period) and the funds deducted shall be remitted monthly to the treasurer of local SEIU within fifteen (15) days. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by other reason of action taken or not taken by the City on account of payroll deductions of Union ideas. The Union agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Union.

**Section 4.** The following form shall be used for the Union Dues Authorization for deduction and authorization of COPE deductions.

NOTICE OF EMPLOYER AND UNION  
AUTHORIZATION FOR DEDUCTION OF UNION DUES  
AND/OR COPE CONTRIBUTION

I hereby authorize my Employer to deduct from my salary each pay period my Union dues, as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer and the Union thirty (30) days advance notice in writing.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Dept. Div.-Activity-Payroll No.

\_\_\_\_\_  
Social Security Number

I hereby authorize the City of Riviera Beach to deduct from my wages each month, one (1) dollar per pay period as my COPE contribution if initiated below and to remit this amount to the treasurer of the Union.

COPE: Yes \_\_\_\_\_

No \_ \_ \_ \_ \_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ARTICLE 18: HOLIDAYS (continued):**

**Section 9.** Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half their regular rate of pay for all hours worked.

**Section 10:**

Employee, including probationary employees, at the discretion of the Department Head, may be granted time off, not to exceed one (1) day per year as a Good Cause Day, and such day shall not be charged against sick or vacation time. If an employee does not use the Good Cause Day during the calendar year, it will not be carried over to the next year. A Good Cause Day is an approved personal leave day and must be taken in four (4) hour segments.

**Section 11:**

Holidays and Good Cause Day will be paid according to Shift deployment.

**ARTICLE 21: WAGES**

**Section 1.** Effective October 1, 2007, employees salary will be increased by four percent (4%). The minimum and maximum of the pay grade shall increase by four percent (4%).

To be eligible to any retroactivity, an employee must be employed on the effective date of this agreement and on the date the contract is ratified by the parties. All retroactivity will be paid within ninety (90) days of ratification. Employees hired subsequent to the effective date of this agreement, will be eligible for retroactivity from the date they were hired.

There will be no further across the board wage adjustments during the 2007/2008 Contract Year.

The current tool will be used to grant merit pay increases.

Effective on the anniversary date of each individual employee, the employer will pay merit increase as follows based on the existing evaluation tool:

Outstanding	2%
Excellent	1.5%
Satisfactory	0%

Employees, who are at the maximum of the pay grade when the salary adjustment is applied, shall have their salary increased to the maximum of the pay grade. Employees, who are at the maximum of the pay grade when the merit increase is applied, shall receive the merit up to the maximum of the pay grade and the balance in a lump sum, payable on the employee's anniversary date.

**ARTICLE 21: WAGES (continued)**

If an employee receives a satisfactory evaluation rating, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the department head within five (5) working days from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The department head may take one of the following three (3) actions:

- (1) Advise the supervisor to change the evaluation to a higher score.
- (2) Reject the employee's appeal.
- (3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the party's respective position. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. A union representative may be present to assist in the presentation. The decision of the department head shall be final on the performance evaluation and shall not be grievable to arbitration.

**Section 2.** Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees. Such bi-weekly pay schedule will be done so only on a city-wide basis.

**ARTICLE 21: WAGES (continued)**

**Section 3.** A Water Plant Operator, upon receipt of certification qualifying the employee as a "B" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

A Water Plant Operator, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate.

The base rate of pay is defined as that rate the employee receives without incentives.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximum pay range.

Bargaining unit automotive mechanics who obtain ABE certification shall receive a \$250.00 bonus per year for each job related certification not to exceed \$1,000 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit water/sewer mechanics who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, or C shall receive a \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

**ARTICLE 21: WAGES (continued)**

Effective upon ratification, bargaining unit code enforcement officers who obtain levels of Florida Association of Code Enforcement certificates including the Code Enforcement Professional certification, shall receive \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit pool guards and lifeguards who obtain an emergency medical technician certification, shall receive \$25 per week. All certifications must be approved in advance by the department head and all certifications must be current.

**Section 4.** Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay retroactive to the first day beginning on the fourth day of work, provided the employee is assigned to work in the higher classification on the fourth day. Where circumstances permit, every effort will be made to assign one (1) employee the duties of the higher classification in a given week.

**Section 5.** Effective upon ratification, bargaining unit Backflow Prevention Technicians who obtain levels of Backflow Technician Certificates including Backflow Prevention Assembly Testing Certification shall receive \$250.00 bonus per year for each certification not to exceed \$750 annually. The Department Head must approve all certifications.

IN WITNESS WHEREOF, we have hereunto affixed our  
signatures this \_\_\_\_\_ day of November ' 2007.

FOR THE CITY OF RIVIERA BEACH:

BY: William E Wilkins  
CITY MANAGER  
WILLIAM E. WILKINS

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

FOR SEIU, FLORIDA PUBLIC SERVICES UNION:

BY: [Signature]  
UNION REPRESENTATIVE  
SHELLIE SEWELL

BY: Juanita Bell  
WITNESS

ATTEST:

BY, [Signature] / 11/07/07  
CITY CLERK  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

RESOLUTION NO. 150-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT COMMENCING OCTOBER 1, 2007 TO SEPTEMBER 30, 2010 BETWEEN THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, IAFF, INC., AN ORGANIZATION REPRESENTING UNIFORM FIREFIGHTERS OF THE CITY OF RIVIERA BEACH; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Professional Firefighters/Paramedics of Palm Beach County, IAFF, Inc., an organization representing Uniform Firefighters of the City of Riviera Beach; and

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

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

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

WHEREAS, the Bargaining Agreement shall be in effect for a period of three (3) years with a re-opener for the second and third years for wages and two (2) articles; and

WHEREAS, the cost of the 2007 - 2008 increase is included in the adopted budget for Fiscal Year 2007 - 2008 in the Fire Department Operating and Rescue salary accounts.

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

SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Professional Firefighters/Paramedics of Palm Beach County, IAFF, Inc. representing uniform fire personnel.

SECTION 2. That this Resolution shall take effect retroactive to October 1, 2007 upon its passage and approval by City Council.

PASSED AND APPROVED this 7TH day of NOVEMBER, 2007.

APPROVED:

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

  
\_\_\_\_\_  
SHELBY L. LOWE  
CHAIRPERSON

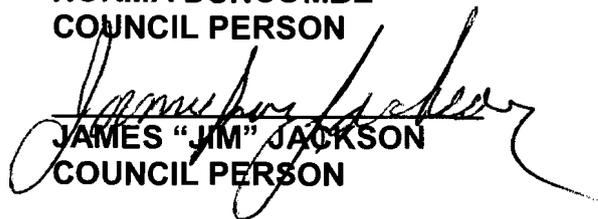
  
\_\_\_\_\_  
LYNNE L. HUBBARD  
CHAIRPERSON PRO TEM

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCIL PERSON

ATTEST:

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

  
\_\_\_\_\_  
NORMA DUNCOMBE  
COUNCIL PERSON

  
\_\_\_\_\_  
JAMES "JIM" JACKSON  
COUNCIL PERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE            AYE

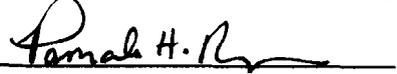
L. HUBBARD       AYE

C. THOMAS        AYE

N. DUNCOMBE    AYE

J. JACKSON       AYE

APPROVED AS TO LEGAL SUFFICIENCY

BY:   
\_\_\_\_\_  
PAMALA H. RYAN, C    ATTORNEY

DATE: 10/31/07

RESOLUTION NO. 151-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASIFICATION LIST BY INCREASING THE SALARY OF UNIFORM FIRE PERSONNEL REPRESENTED BY THE PROFESSIONAL FIREFIGHTER/PARAMEDICS OF PALM BEACH COUNTY, IAFF, INC. AND BY CREATING THE JOB CLASSIFICATION LIST FOR FISCAL YEARS 2007-2008 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the Professional Firefighters/ Paramedics of Palm Beach County, IAFF, Inc. and City staff have concluded; and

WHEREAS, the salary of uniform Fire Personnel represented by the Professional Firefighters/Paramedics of Palm Beach County, IAFF, Inc. shall be increased effective upon ratification as attached hereto.

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

SECTION 1. That the attached job classification lists be amended as reflected in Article 10 of the Union Contract.

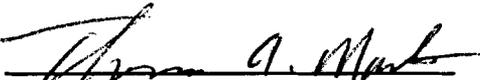
SECTION 2. That the job classification list for 2007-2008 be increased by 11.40% which allows employees to be placed in the salary closest to their current salary ranging from an increase for some employees of 7.05% - 15.97% and a five percent (5%) merit increase on the employee's anniversary date.

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

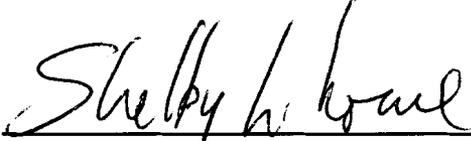
SECTION 4. Only those employees currently on the City's payroll shall be eligible for retroactivity upon passage of this resolution.

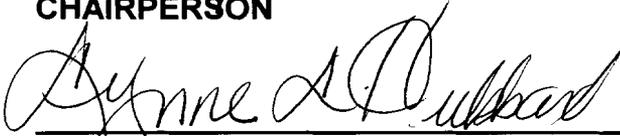
PASSED AND APPROVED this 7TH day of NOVEMBER 2007.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

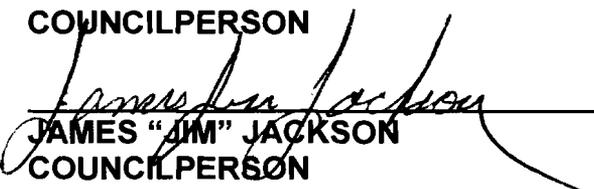
(MUNICIPAL SEAL)

  
SHELBY L. LOWE  
CHAIRPERSON

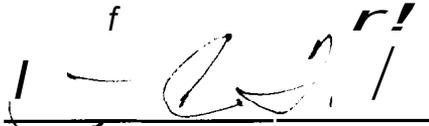
  
LYNNE L. HUBBARD  
CHAIR PRO-TEM

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
NORMA DUNCOMBE  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE	AYE	_____
L. HUBBARD	AYE	_____
C. THOMAS	AYE	_____
N. DUNCOMBE	AYE	_____
J. JACKSON	AYE	_____

APPROVED AS TO LEGAL EFFICIENCY

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

DATE: 10/31/07

RESOLUTION NO. 152-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY INCREASING THE SALARY OF GENERAL EMPLOYEES REPRESENTED BY SEIU, FLORIDA PUBLIC SERVICES UNION AND BY CREATING A JOB CLASSIFICATION LIST FOR FISCAL YEAR 2007 - 2008, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$409,514 FROM THE GENERAL FUND GENERAL ADMINISTRATION ACCOUNT TO RELATED SALARY ACCOUNTS, ALSO AUTHORIZING THE TRANSFER OF FUNDS FROM MARINA, STORMWATER, AND USD CONTINGENCY ACCOUNTS TO RELATED SALARY ACCOUNTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between SEIU, Florida Public Services Union and City staff have concluded; and

WHEREAS, the salary of the General Employees represented by SEIU, Florida Public Services Union shall be increased effective October 1, 2007; and

WHEREAS, a job classification lists for General Employees shall be created for Fiscal Year 2007 - 2008 as attached hereto; and

WHEREAS, the cost of the increases for Fiscal Year 2008 was included in the adopted budget for Fiscal Year 2007 - 2008.

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 attached Job Classification List be amended as reflected in Article 21. Wages of the Union Contract.

SECTION 2. That the Job Classification List for 2007 - '08 be increased to allow employees to receive a four percent (4%) salary adjustment and up to two percent (2%) merit increase on their anniversary date.

RESOLUTION NO. 152-07  
PAGE -2-

Merit Increase rating for 2007 - 2008

2% - Outstanding  
1.5% - Excellent  
0% - Satisfactory

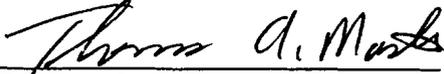
SECTION 3. This Resolution shall take effect retroactive to October 1, 2007 upon its passage and approval by the City Council.

SECTION 4. Only those employees currently on the City's payroll at the time of payment, shall be eligible for retroactivity to October 1, 2007.

PASSED AND APPROVED this 7TH day of NOVEMBER, 2007.

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**APPROVED:**

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

  
\_\_\_\_\_  
**SHELBY L. LOWE**  
CHAIRPERSON

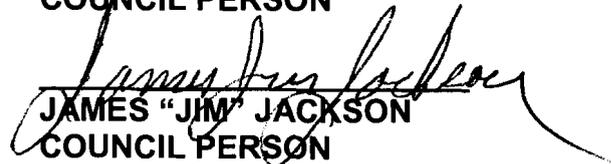
  
\_\_\_\_\_  
**LYNNE L. HUBBARD**  
CHAIRPERSON PRO TEM

  
\_\_\_\_\_  
**CEDRICK A. THOMAS**  
COUNCIL PERSON

**ATTEST:**

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

  
\_\_\_\_\_  
**NORMA DUNCOMBE**  
COUNCIL PERSON

  
\_\_\_\_\_  
**JAMES "JIM" JACKSON**  
COUNCIL PERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE            AYE

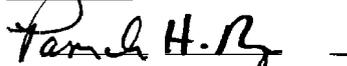
L. HUBBARD      AYE

C. THOMAS       AYE

N. DUNCOMBE   AYE

J. JACKSON      AYE

— **REVIEWED** AS TO LEGAL SUFFICIENCY

—   
— **PAMALA H. RYAN, CITY ATTORNEY**

— DATE: 10/31/07

RESOLUTION NO. 153-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY FOUR PERCENT (4%) FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR UP TO A TWO PERCENT (2%) MERIT INCREASE FOR THESE EMPLOYEES ON THEIR ANNIVERSARY DATE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a four percent (4%) salary adjustment be granted to Department Heads, and the Administrative, Supervisory and Confidential Employees; and

WHEREAS, the minimum and maximum of the salary schedule for department heads, administrative, supervisory and confidential employees shall be increased by four percent (4%); and

WHEREAS, funds have been provided in the 2007-2008 Budget for salary increases; and

WHEREAS, staff is also recommending up to a two percent (2%) merit increase on an employee's anniversary date commencing October 1, 2007, as follows.

2%	Outstanding
1.5%	Excellent
0%	Satisfactory
0%	Unsatisfactory

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

SECTION 1. That a salary adjustment be granted and the salaries of the department heads, administrative, supervisory and confidential employees be increased by four percent (4%) effective October 1, 2007 for the 2007-2008 Fiscal Year.

SECTION 2. That the minimum and maximum salary for the pay grades will be adjusted by four percent (4%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

SECTION 3. That department heads, administrative, supervisory and confidential employees will receive up to a two percent (2%) merit increase on their anniversary date based on the above referenced scale. Employees who are at the **maximum** when the merit increase is applied, will receive a lump sum difference on their **anniversary** date.

II  
**RESOLUTION NO. 153-07**

**PAGE -2-**

**SECTION 4.** Only those employees on the City's payroll at the time of payment will be eligible for retroactivity.

**SECTION 5.** This Resolution shall take effect retroactive to October 1, 2007, upon its passage and approval by the City Council.

**PASSED and APPROVED this 7TH day of NOVEMBER ,2007.**

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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

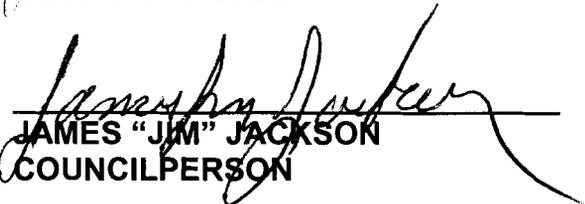
  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
SHELBY L. LOWE  
CHAIRPERSON

  
LYNNE L. HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: L. HUBBARD \_\_\_\_\_

SECONDED BY: J. JACKSON \_\_\_\_\_

S. LOWE \_\_\_\_\_ AYE

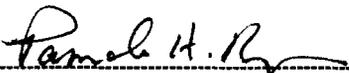
L. HUBBARD \_\_\_\_\_ AYE

N. DUNCOMBE \_\_\_\_\_ AYE

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

J. JACKSON \_\_\_\_\_ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: III/10/07

RESOLUTION NO. 154-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR THE OLD DIXIE LANDSCAPING PROJECT TO WEST CONSTRUCTION, INC. IN THE AMOUNT OF \$827,387.39; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS; MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach advertised the Old Dixie Landscaping project for bids; and

WHEREAS, West Construction, Inc. is the responsible low bidder.

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

SECTION 1. The bid for the Old Dixie Landscaping project is awarded to West Construction, Inc. in the amount of \$827,387.39.

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

SECTION 3. The Finance Director is authorized to appropriate \$215,565 as follows:

Revenue, fund balance 307-00-399999	\$215,565
Expenditure, Capital Improvement other than building 307-0716-541-0-6351	

SECTION 4. The Finance Director is authorized to make payment for same from the following accounts:

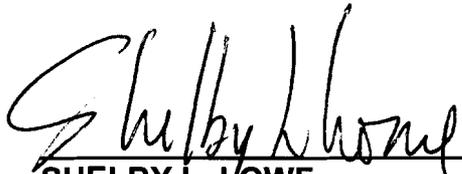
109-0715-541-0-6355	\$500,000
310-0717-541-0-6351	\$174,437
307-0716-541-0-6351	\$215,565

SECTION 5. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 7T\_H day of NOVEMBER, 2007.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

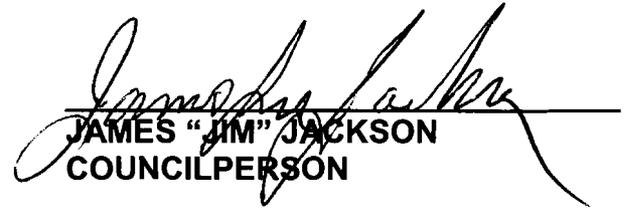
ATTEST:

  
L. HUBBARD

  
LYNNE L. HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/27/07

**CITY OF RIVIERA BEACH**  
**CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 3 day of November 2007 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL hereinafter referred to as the CITY, and West Construction, Inc. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 59-1809068.

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 installing landscaping and irrigation on Old Dixie Highway between W. 1<sup>st</sup> Street and Silver Beach Road, 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. PE., 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 one hundred eighty (180) 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 thousand four hundred twenty three dollars (\$1,423.00) 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 - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. **Generally** - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the City
- B. **Progress Invoices** - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice 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 fuller 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:

L. John Samadi, P.E., City Engineer  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

West Construction, Inc.  
318 South Dixie Highway, Suites 4-5  
Lake Worth, FL 334060

### **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 Old Dixie streetscape shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to trees, tree grates, pavement, curb and irrigation for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacturer's warranty as it relates to the materials and parts used to construct Old Dixie streetscape.

#### **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, Martha A. Morgan of West Construction, 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 Plans, Contract Manual and this Contract. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract, the Construction Specifications, and Plans. To the extent that there exists a conflict between this Contract and the Construction Specifications and Plans, 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.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**WEST CONSTRUCTION. INC.**

BY:   
THOMAS A. MASTERS.  
MAYOR

BY:   
MARTHA A. MORGAN  
PRESIDENT

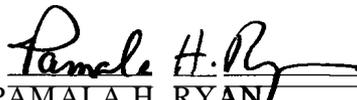
ATTEST:

BY:  11/09/07  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
MARY MCKINNEY  
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

Date: 10/3/07

**FILE**

**EXHIBIT A**  
**CITY OF RIVIERA BEACH**  
**OLD DIXIE HWY STREETScape IMPROVEMENTS- FPIO NO. 411891-1-58-01**  
**BID TABULATION FORM**

Item No.	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	101-1 Mobilization	1	LS	44,753	\$44,753.00
2	102-1 Maintenance of Traffic	1	LS	39,000.00	\$39,000.00
3	104-4 Mowing	16	AC	546.00	\$8,736.00
4	104-13 Staked Silt Fence	5000	LF	1.60	\$8,000.00
5	104-13 Rock Bags	500	EA	15.60	\$7,800.00
6	110-1-1 Clearing & Grubbing	1	LS	32,500.00	\$32,500.00
7	110-4 Pavt. Removal of Exist. Cone.	196.7	SY	23.40	\$4,602.78
8	120-2-2 Excavation Borrow (Truck Measure)	1377.0	CY	15.60	\$21,481.20
9	120-71 Regular Excavation	1	LS	19,500.00	\$19,500.00
10	526-1-2 Architectural Pavers, Sidewalk	1952.0	SY	100.00	\$195,200.00
11	520-2-4 Type D Curb	3454	LF	14.30	\$49,392.20
12	Tree Grate (F & I)	59	EA	1,430.00	\$84,370.00
13	575-1-3 Sod (Argentine Bahia)	3284	SY	2.34	7,684.56
14	711 * Pavement Marking (Thermoplastic)	1	LS	5,200.00	5,200.00
15	700-40-1 Sign (Single Post <12)	10	AS	357.50	\$3,575.00
16	711-7 Pavement Marking Remove (Thermoplastic)	2687	SF	1.95	\$5,239.65
17	580-1-1 Landscaping Complete - Small Plants	1	LS	59,270.00	\$59,270.00
18	580-1-2 Landscaping Complete - Large Plants	1	LS	65,653.00	\$65,653.00
19	590-70 Irrigation System	1	LS	163,800.00	\$163,800.00
20	522-1 Sidewalk Cone. (4" Thick)1	10	SY	70.00	\$700.00
21	522-2 Sidewalk Cone. (6" Thick)1	10	SY	93.00	\$930.00
<b>BID TOTAL</b>					<b>\$827,387.39</b>

**BID TOTAL (WRITTEN):** Eight Hundred Twenty Seven Thousand Three Hundred Eighty Seven and 39/100 DOLLARS

1. These items are estimated quantities are included for bid purposes only. The pay item may be required during construction.

<b>INSTRUCTIONS TO BIDDERS</b>
Complete the bid form in its entirety. The unit prices are to include the cost of all foreseeable work associated with the construction of the proposed improvements and as indicated by the Contract Documents. The owner reserves the right to adjust, modify, delete or add items to the contract up to 25% of the contract value. If no line item exists for a specific type of work, then the owner will negotiate in good faith for a price to perform the work. ----- 1

CONTRACTOR: West Construction, Inc.

ADDRESS: 318 South Dixie Highway, Suite 4-5  
Lake Worth, FL 33460

PHONE: (561) 588 2027

FAX: (561) 582-9419

CONTACT: Matthew West, Secretary

## **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.

RESOLUTION NO. 155-07

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 NO.1 TO THE JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVING STATE ROAD A1A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has entered into an agreement with the Florida Department of Transportation for receiving funds to improve State Road A1A between South Harbor Drive and Burnt Bridge on Singer Island; and

WHEREAS, The Federal Highway Administration (FHA) requires all agreements to be subject to the requirements of "Single Audit Act"; and

WHEREAS, The City and the Department of Transportation desire to amend the said agreement to include the FHA Single Audit Act requirements.

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

SECTION 1. The Mayor and City Clerk are authorized to execute Amendment No. 1 to the Joint Participation Agreement with the Department of Transportation for improving State Road A1A to include FHA Single Audit Act requirements.

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

PASSED AND APPROVED this 7TH day of NOVEMBER, 2007.

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PAGE -2-

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Shelby L. Lowe  
SHELBY L. LOWE  
CHAIRPERSON

ATTEST:

Carrie E. Ward  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

Lynne L. Hubbard  
LYNNE L. HUBBARD  
CHAIR PRO TEM

Norma Duncombe  
NORMA DUNCOMBE  
COUNCILPERSON

Cedrick Thomas  
CEDRICK THOMAS  
COUNCILPERSON

James "Jim" Jackson  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan for  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/07

RESOLUTION NO. 156-07

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 NO. 2 TO THE JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVING STATE ROAD A1A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has entered into an agreement with the Florida Department of Transportation for receiving funds to improve State Road A1A between Broadway and the curve on Singer Island; and

WHEREAS, The Federal Highway Administration (FHA) requires all agreements to be subject to the requirements of "Single Audit Act"; and

WHEREAS, The City and the Department of Transportation desire to amend the said agreement to include the FHA Single Audit Act requirements.

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

SECTION 1. The Mayor and City Clerk are authorized to execute Amendment No. 2 to the Joint Participation Agreement with the Department of Transportation for improving State Road A1A to include FHA Single Audit Act requirements.

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

PASSED AND APPROVED this 7th day of NOVEMBER, 2007.

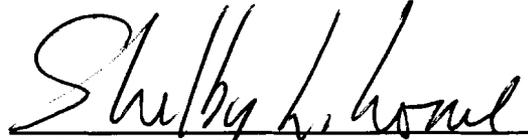
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PAGE -2-

APPROVED:



THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. HUBBARD  
CHAIR PRO TEM  
NORMA DUNCOMBE  
COUNCILPERSON  
CEDRICK THOMAS  
COUNCILPERSON  
JAMES "JIM" JACKSON  
COUNCILPERSON

RESOLUTION NO. 157-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF TWO (2) FIFTEEN PASSENGER VANS FROM MAROONE CHEVROLET; AUTHORIZING THE PURCHASE OF A MINI-VAN FROM ARRIGO DODGE; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO MAROONE CHEVROLET AND ARRIGO DODGE FROM EXPENDITURE ACCOUNT NUMBERS 151-0202-569-1-6455 AND 151-0202-569-2-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has received grant funds from the Palm Beach County Criminal Justice Commission in the amount of \$656,638; and

WHEREAS, a portion of said funding has been allocated for two (2) fifteen passenger vans and a mini-van to be used as part of the Youth Violence Prevention Initiative within the City of Riviera Beach; and

WHEREAS, the Purchasing Department obtained three (3) quotes as necessary to meet the City of Riviera Beach Procurement Policy requirements.

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

SECTION 1: That City Council authorizes the purchase of two (2) fifteen passenger vans from Maroone Chevrolet in the amount of \$49,001.

SECTION 2: That City Council authorizes the purchase of a mini-van from Arrigo Dodge in the amount of \$19,642.

SECTION 3: That City Council authorizes the Mayor and Finance Director to make payment to Maroone Chevrolet and Arrigo Dodge from account numbers 151-0202-569-1-6455 and 151-0202-569-2-6455.

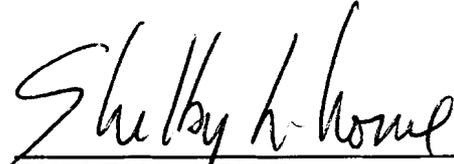
SECTION 4: This Resolution shall take effect immediately upon its passage and approval by the City Council.

RESOLUTION NO. 157-07  
PAGE 2

PASSED AND APPROVED this 7TH day of NOVEMBER, 2007.

APPROVED:

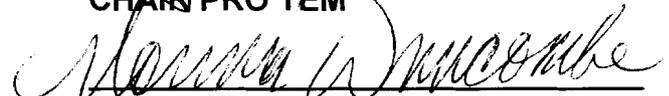
  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

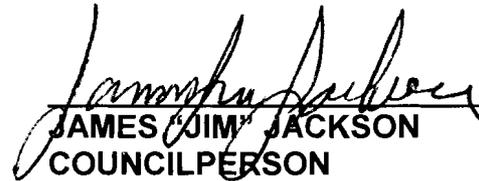
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

  
JAMES 'JIM' JACKSON  
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

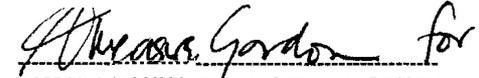
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED FOR LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/07

RESOLUTION NO. 158-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE \$13,600 FROM THE GENERAL FUND BALANCE ACCOUNT 001-00-399999 FOR SPONSORSHIP OF THE ANCIENT EGYPTIAN ARABIC ORDER, NOBLES OF THE MYSTIC SHRINE PRINCE HALL AFFILIATED INCORPORATED DESERT OF FLORIDA STATE CONVENTION ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ancient Egyptian Arabic Order Nobles of the Mystic Shrine, Prince Hall Affiliated, Inc. Desert of Florida is scheduled to hold its annual Desert Conference and annual Gala Day Celebration on January 4<sup>th</sup> - January 5<sup>th</sup> , 2008; and May 22<sup>nd</sup> -May 25<sup>th</sup> , 2008.

WHEREAS, at the meeting of June 21,2006 the Mayor and City Council authorized the City Manager to assist with the planning and sponsorship of the Gala Parade, Gala Day Family Picnic, transportation of delegates, and hospitality.

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

Section 1. The Interim Finance Director is authorized to establish a budget in the amount of \$13,600 from the General Fund Balance Account No. 001-00-399999.

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

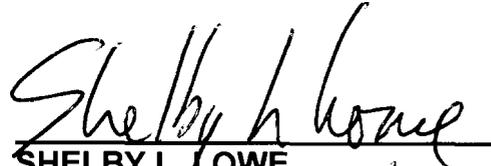
PASSED and APPROVED this 7TH day of NOVEMBER, 2007.

APPROVED:



THOMAS A. MASTERS  
MAYOR

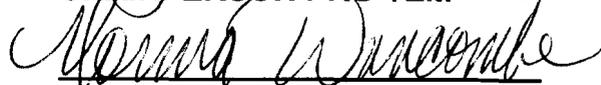
(MUNICIPAL SEAL)



SHELBY L. LOWE  
CHAIRPERSON



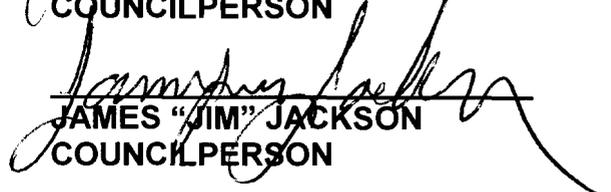
LYNNE L. HUBBARD  
CHAIRPERSON PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON

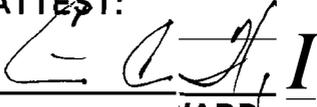


CEDRICK A. THOMAS  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

ATTEST:



MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE: AYE

L. HUBBARD: AYE

N. DUNCOMBE: AYE

C. THOMAS: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/26/07

RESOLUTION NO. 159-07

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE INSTALLATION OF A MONUMENT SIGN ON CITY PROPERTY ON BEHALF OF THE MONROE HEIGHTS NEIGHBORHOOD AND APPROVING THE EXPENDITURE OF \$8,000.00 FOR THE DESIGN, CONSTRUCTION, AND INSTALLATION OF SAID SIGN; AND DIRECTING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$8,000.00 FROM THE GENERAL FUND CONTINGENCY FUND ACCOUNT NO. 001-0203-519-0-5999 TO THE GENERAL ADMINISTRATION IMPROVEMENT OTHER THAN BUILDING ACCOUNT NO. 001-0203-519-0-6351 AS MATCHING FUNDS FOR THE MONROE HEIGHTS NEIGHBORHOOD; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Palm Beach County through its Office of Community Revitalization has assisted neighborhood groups within the County on improving their neighborhoods; and

**WHEREAS**, through Palm Beach County Resident Education and Action Program (REAP) residents are educated about ways to improve the quality of life for their neighborhoods; and

**WHEREAS**, REAP is a six weeks program which allows residents to apply for a \$2,000.00 grant at the end of the course; and

**WHEREAS**, New Community Development Group, Inc., is a not-for-profit organization that applied for the grant on behalf of the Monroe Heights neighborhood located in the City of Riviera Beach and was awarded the \$2,000.00 grant; and

**WHEREAS**, New Community Development Group, Inc., on behalf of Monroe Heights neighborhood, has requested matching funds from the City of Riviera Beach to complete the design and install an entrance sign to the Monroe Heights neighborhood.

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

**SECTION 1.** The Finance Director is authorized to transfer funds in the amount of \$8,000.00 from the General Fund Contingency Fund Account No. **001-0203-519-0-5999** to the General Administration Improvement Other Than Building Account No **001-0203-519-0-6351** as matching funds for the design and construction of the Monroe Heights entrance sign.

**SECTION 2.** Under the agreement with Palm Beach County, New Community Development Group, Inc., was awarded a \$2,000.00 reimbursable grant for the Monroe Heights neighborhood entrance sign which is currently being designed by Baron Signs. New Community Development Group, Inc., has been reimbursed by the County in accordance with the agreement and is now requesting that the City contribute \$8,000.00 as matching funds towards the design and construction of the entrance sign.

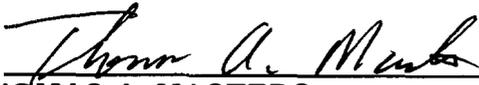
**SECTION 3.** That City Staff will work with the Monroe Heights Neighborhood Association and Baron Signs, Inc., to ensure an entrance sign that is designed to meet the City's Sign Ordinance.

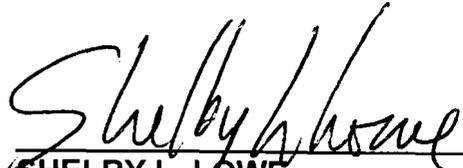
**SECTION 4.** This Resolution shall take effect upon its passage and approval.

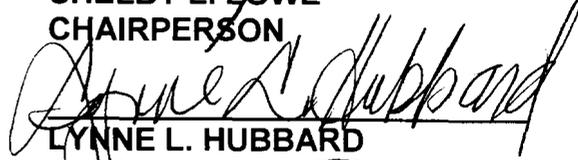
**PASSED AND APPROVED** this 7TH day of NOVEMBER, 2007

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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

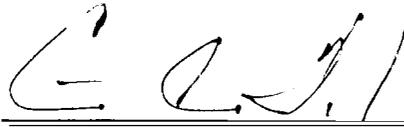
  
LYNNE L. HUBBARD  
CHAIR PRO-TEM

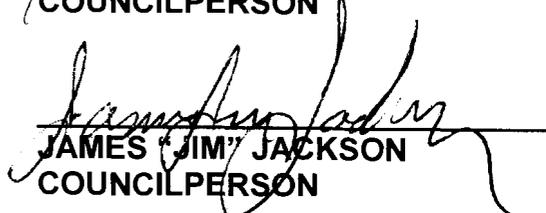
(MUNICIPAL SEAL)

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: C. THOMAS

S. LOWE: AYE

L. HUBBARD: AYE

N. DUNCOMBE: AYE

C. THOMAS: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/07

RESOLUTION NO. 160-07 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE BUDGET FOR THE 7<sup>TH</sup> ANNUAL STATE OF THE CITY DINNER; AUTHORIZING THE SOLICITATION OF DONATIONS BY THE MAYOR TO FUND THE COST OF THE EVENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP A BUDGET AND APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$25,000; AND PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, The City Council approved the State of the City Dinner as one of the City's annual events; and

WHEREAS, The dinner has been scheduled for Saturday, December 15, 2007, at John F. Kennedy Middle School; and

WHEREAS, It is estimated that the cost of the function will be approximately \$25,000 and the dinner will be funded primarily by private donations to be raised by the Mayor.

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 Mayor is authorized to seek donations to cover the cost of the 7<sup>th</sup> Annual State of the City Dinner.

SECTION 2: That the Interim Finance Director is authorized to establish a budget in the amount of \$25,000 as follows:

REVENUES

<u>FUND</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
138-00-366910	Ticket Sales	\$ 2,500
138-00-366923	Donations/Sponsors	<u>\$22,500</u>
		\$25,000

RESOLUTION. NO- 160-07  
PAGE - 2

EXPENDITURES

<u>FUND</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
138-0111-572-0-3106	Professional Services - other	\$ 4,500
138-0111-572-0-4403	Rent & Lease Equipment	\$13,500
138-0111-572-0-5201	Operating Supplies General	\$ <u>7,000</u>
		\$25,000

SECTION 3: That the Interim Finance Director shall appropriate \$25,000 from General Fund's Fund Balance if donations do not reach the level of the expenditures incurred.

SECTION 4: That the City shall be responsible for any costs not covered by private donations.

SECTION 5: That any donations raised in excess of the cost of the event shall be donated to Palm Beach Center of Health, Inc.

SECTION 6: That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 7TH day of NOVEMBER 2007.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED:

*Thomas A. Masters*

**THOMAS A. MASTERS  
MAYOR**

(MUNICIPAL SEAL)

ATTEST:

*Carrie E. Ward*

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

*Shelby L. Lowe*

**SHELBY L. LOWE  
CHAIRPERSON**

*Lynne L. Hubbard*

**LYNNE L. HUBBARD  
CHAIR PRO-TEM**

*Norma Duncombe*

**NORMA DUNCOMBE  
COUNCILPERSON**

*Cedrick A. Thomas*

**CEDRICK A. THOMAS  
COUNCILPERSON**

*James "Jim" Jackson*

**JAMES "JIM" JACKSON  
COUNCILPERSON**

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

L. HUBBARD AYE

N. DUNCOMBE AYE

C. THOMAS AYE

J. JACKSON AYE

DATE 10/31/07