

RESOLUTION NO.: 87-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH JORDAN, JONES & GOULDING INC. OF PALM BEACH GARDENS FOR PROFESSIONAL SERVICES RELATED TO CIVIL ENGINEERING, ARCHITECTURE, ENVIRONMENTAL ENGINEERING, PLANNING AND CONSULTING SERVICES AS PER THEIR PROPOSAL SUBMITTED APRIL 17, 2006.

**WHEREAS**, Staff solicited Request for Qualifications for Professional Civil Engineering, Architecture, Environmental Engineering, Planning and Consulting Services; and

**WHEREAS**, The selection committee short-listed three (3) firms in accordance with the State of Florida's "Consultants' Competitive Negotiation Act" (FS 287.055); and

**WHEREAS**, Jordan, Jones & Goulding Inc., Palm Beach Gardens, Florida was selected as the top ranked firm to provide the services identified in the City's Request for Qualifications.

**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 of the City of Riviera Beach, Palm Beach County, Florida, authorize staff to negotiate an agreement with Jordan, Jones & Goulding to provide Professional Civil, Transportation, Environmental Engineering and Architecture Services.

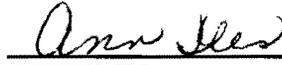
**SECTION 2.** That this Resolution shall take effect upon its passage and approval by City Council.

**PASSED AND APPROVED** this 5 day of July 2006.

APPROVED:

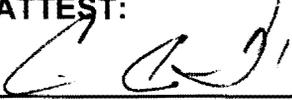


MICHAEL D. BROWN  
MAYOR

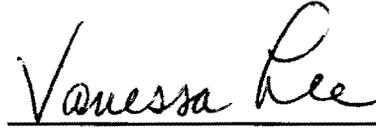


ANN ILES  
CHAIRPERSON

ATTEST:



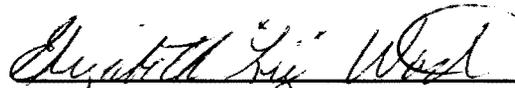
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



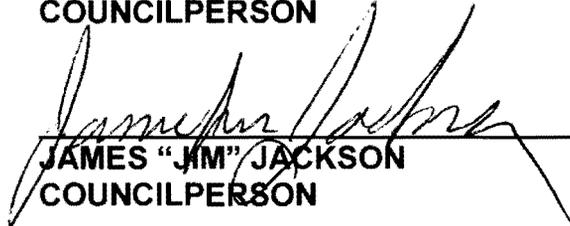
VANESSA LEE  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

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

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

A. ILES \_\_\_\_\_

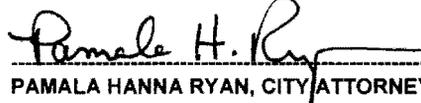
V. LEE \_\_\_\_\_

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

E. WADE \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/28/06

RESOLUTION NO. 8806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A CONTRIBUTION IN THE AMOUNT OF \$180,676.45 FOR THE ABANDONMENT PORTIONS OF AVENUE "C" AND EAST 17<sup>TH</sup> STREET RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On July 5, 2006, the City Council of the City of Riviera Beach considered the abandonment of the right-of-way of Avenue "C" and East 17<sup>th</sup> Street, which is more particularly described in Exhibit "A"; and

WHEREAS, as a condition of the abandonment Lockheed Martin Corporation has agreed to contribute to the City the sum of \$180,676.00 to be used for improvements in the Community Redevelopment Area; and

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

Section 1. The City Council of the City of Riviera Beach hereby accepts the payment of \$180,676.00 for the abandonment of right-of-way on Avenue "C" and East 17<sup>th</sup> Street.

Section 2. Lockheed Martin Corporation shall submit the \$180,676.00 to the City within sixty (60) days of City Council approval of the right-of-way abandonment.

Section 3. This Resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

*Table*

*Tabled July 5, 2006*

RESOLUTION NO: 89-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT TO THE SOLID WASTE AND RECYCLING COLLECTION AGREEMENT WITH WASTE MANAGEMENT FOR AN ADDITIONAL FIVE (5) YEARS AS PROVIDED IN THE INITIAL AGREEMENT TO EXTEND THE TERM, MODIFY THE ENFORCEMENT PROVISIONS AND INCREASE CERTAIN SERVICES COMMENCING JULY 5, 2006, AND ENDING SEPTEMBER 2010, AT THE CURRENT RATES AS MODIFIED BY THE APPLICABLE CONSUMER PRICE INDEX BEGINNING OCTOBER 1, 2006; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City and Contractor are parties to that certain Solid Waste and Recycling Collection Franchise Agreement (the "Agreement") dated September 17, 1997 ; and

**WHEREAS**, the Agreement provided that the initial term may be extended for two (2) additional five (5) year terms upon successful negotiations of the rates; and

**WHEREAS**, the City and Contractor exercised their rights and entered into the First Amendment to the Solid Waste and Recycling Collection Franchise Agreement ("First Amendment") dated August 2, 2000, which extended the term of the Agreement through September 2005; and

**WHEREAS**, the City and Contractor by letter agreement approved by the City Council of the City of Riviera Beach extended the term to March 31, 2006 and;

**WHEREAS**, the Contractor by letter further extended the current franchise agreement through June 30, 2006, at the current rates and;

**WHEREAS**, the City and Contractor now desire to exercise their rights and enter into a Second Amendment for an additional five (5) years as provided in the initial Agreement to extend the term, modify the enforcement provisions and increase certain services.

*Tabled July 5, 2006*

RESOLUTION NO. 90-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO SECURE BIDS FOR THE IMPLEMENTATION OF PHASE II OF TRAFFIC CALMING PROJECT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS TO THE APPROPRIATE ACCOUNTS RELATED TO THIS PROJECT IN THE CAPITAL ACQUISITION FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach has completed implementation of Phase I of Traffic Calming project; and

**WHEREAS**, the City has received numerous requests for installing traffic calming measures; and

**WHEREAS**, the City Staff has reviewed the traffic calming requests and recommended traffic calming measure on certain City Streets; and

**WHEREAS**, The City desires to implement the recommended traffic calming measures under Phase II of Traffic Calming project, as attached hereto; and

**WHEREAS**, The City Council approved \$1,500,000 in the Capital budget for Traffic Calming, Street Improvement and Sidewalks for fiscal year 2005-06.

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

**SECTION 1.** The Community Development Department is authorized to advertise for bids for implementation of Phase II of the Traffic Calming project.

**SECTION 2.** That the Finance Director is authorized to transfer funds to the appropriate accounts for Traffic Calming project as follows:

310-0716-541-0-6355 Construction	\$412,500
310-0716-541-0-3104 Professional Services	\$8,250
310-0716-541-0-4701 Printing and Binding	\$2,062

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\$422,812

**SECTION 3.** This resolution shall become effective upon its passage.

PASSED AND APPROVED THIS 19 DAY OF July, 2006.

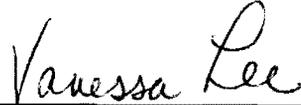
APPROVED:

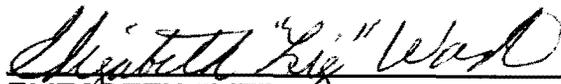
  
MICHAEL D. BROWN,  
MAYOR

  
ANN ILES,  
CHAIRPERSON

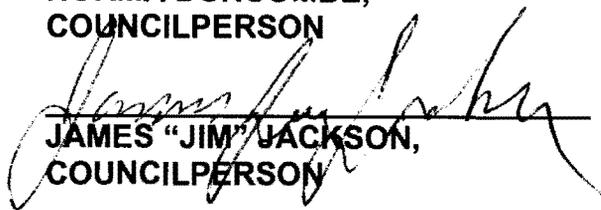
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE,  
CHAIR PRO TEM

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

  
NORMA DUNCOMBE,  
COUNCILPERSON

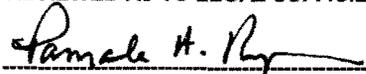
  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

- A. ILES: Aye
- V. LEE: Aye
- E. WADE: Aye
- N. DUNCOMBE: Aye
- J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/10/06

RESOLUTION NO. 91-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING AND AWARDED THE BID SUBMITTED BY ELECTRICAL CONSULTING SERVICES, INC. FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 31<sup>ST</sup> STREET BETWEEN AVENUE O AND AVENUE R IN THE AMOUNT OF \$68,865; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$24,597 IN THE IMPACT FEE FOR ROADS ACCOUNT; AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Bids for installing decorative streets lights on West 31<sup>st</sup> Street between Avenue O and Avenue R were opened on May , 2006; and

**WHEREAS**, Electrical Consulting, Inc. is the lowest responsible bidder.

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

**SECTION 1.** The bid submitted by Electrical Consulting, Inc. is hereby accepted for \$68,865.00.

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

**SECTION 3.** That the City Manager is authorized to approve change orders in the amount not to exceed 6% of the contract amount.

**SECTION 4.** That the Finance Director is authorized to appropriate \$24,597 in the Impact Fee for Roads Account as follows:

Revenue:

Impact Fees for Roads	303-00-363240	\$24,597
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Expenditure:

Street Imp't W 31 <sup>st</sup> Street	303-0716-541-1-6357	\$15,965
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Professional Services, Other	303-0716-541-1-3106	\$8,632
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Funds in Grant Fund 126 have already been set up in the amount of \$52,900.

Resolution No. 91-06  
Page -2-

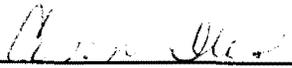
**SECTION 5.** This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 19 day of July, 2006

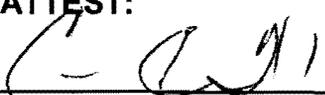
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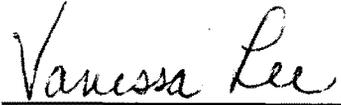
APPROVED:

  
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MICHAEL D. BROWN,  
MAYOR

  
\_\_\_\_\_  
ANN ILES,  
CHAIRPERSON

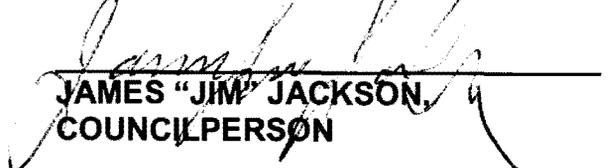
ATTEST:

  
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CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
VANESSA LEE,  
CHAIR PRO TEM

  
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ELIZABETH "LIZ" WADE,  
COUNCILPERSON

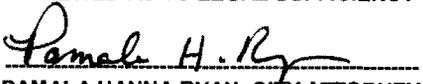
  
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NORMA DUNCOMBE,  
COUNCILPERSON

  
\_\_\_\_\_  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

- A. ILES: Aye
- V. LEE: Aye
- E. WADE: Aye
- N. DUNCOMBE: Aye
- J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/10/06

RESOLUTION NO. 92-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING IMPROVEMENTS TO THE PUBLIC BEACH ACCESS ALONG THE SOUTH PROPERTY LINE OF MARTINIQUE CONDOMINIUM ; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE BEACH RENOURISHMENT PROJECT TO PUBLIC BEACH ACCESS PROJECT IN THE CAPITAL ACQUISITION FUND IN THE AMOUNT OF \$138,684; AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO BEGIN DESIGN; ADVERTISE FOR BIDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a public beach access exists along the south property line of Martinique Condominium; and

**WHEREAS**, the access is in need of walkway and dune walkover improvements; and

**WHEREAS**, the City of Riviera Beach desires to bring this access to compliance with the requirements of the American with Disability Act; and

**WHEREAS**, The City Council has approved \$500,000 in the Capital budget for beach and dune restoration and renourishment for fiscal year 2005-06.

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

**SECTION 1.** The Community Development Department is authorized to prepare design for paving the walkway and installing a dune walkover and advertise for bids.

**SECTION 2.** That the Finance Director is authorized to transfer funds from the Beach Renourishment project as follows:

Transfer from:		
310-0717-515-0-6301	Capital Improvement Other than Building-Beach Renourishment	\$138,684
Transfer to:		
310-0717-515-1-6301	Capital Improvement Other than Building- Dune Walkover	\$115,570

Resolution No. 92-06  
Page -2-

310-0717-515-1-3104	Professional Services	\$11,557
310-0717-515-1-4701	Printing/Binding and Contingency	\$11,557
		-----
		\$138,684

**SECTION 3.** This resolution shall become effective upon its passage.

PASSED AND APPROVED THIS 19 DAY OF July, 2006.

RESOLUTION NO. 92-06

PAGE -3-

APPROVED:



MICHAEL D. BROWN,  
MAYOR



ANN ILES,  
CHAIRPERSON

ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



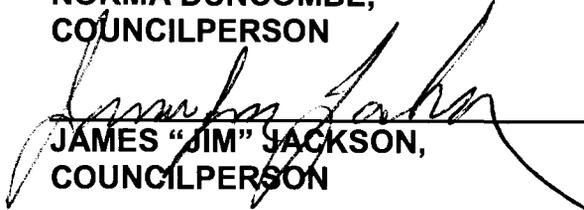
VANESSA LEE,  
CHAIR PRO TEM



ELIZABETH "LIZ" WADE,  
COUNCILPERSON



NORMA DUNCOMBE,  
COUNCILPERSON



JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES: Aye

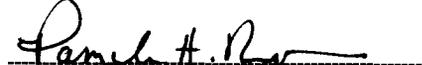
V. LEE: Aye

E. WADE: Aye

N. DUNCOMBE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/12/06

**RESOLUTION NO. 93-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HECTOR TURF OF 1301 N.W. THIRD STREET, DEERFIELD BEACH, FLORIDA, 33442 FOR THE PURCHASE OF VARIOUS FIELD AND LAWN MAINTENANCE EQUIPMENT BY PIGGYBACKING FROM GSA CONTRACT #GS-06F-0012R AT A ESTIMATED COST OF \$60,968.91; PAYMENT TO BE MADE FROM THE PARKS AND RECREATION CAPITAL IMPACT FEES ACCOUNT NUMBER 303-1234-572-0-6405; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Parks and Recreation Department's recommendation and approves the piggyback agreement for the purchase of various field and lawn maintenance equipment with Hector Turf of 1301 NW Third Street, Deerfield Beach, FL 33442; and

**WHEREAS**, the City Council authorizes the Mayor and Finance Director to make payment from capital impact fees account #303-1234-572-0-6405.

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute the piggyback agreement with Hector Turf for the purchase of field and lawn maintenance equipment at an estimated cost of \$60,968.91.

**SECTION 2.** The Mayor and Finance Director are authorized to make payment from the capital expenditure fund account No. 303-1234-572-0-6405.

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

**PASSED AND APPROVED this 19th day of July, 2006**

RESOLUTION NO. 93-06  
PAGE 2.

PASSED AND APPROVED this 19 day of July 2006

**APPROVED:**

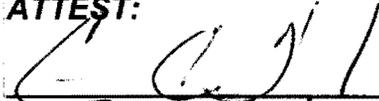


**MICHAEL D. BROWN**  
MAYOR

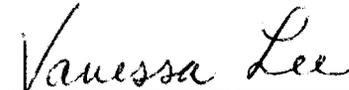


**ANN ILES**  
CHAIRPERSON

**ATTEST:**



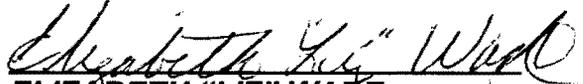
**CARRIE E. WARD,**  
MASTER MUNICIPAL CLERK  
CITY CLERK



**VANESSA LEE**  
CHAIR PRO TEM



**NORMA DUNCOMBE**  
COUNCILPERSON



**ELIZABETH "LIZ" WADE**  
COUNCILPERSON



**JAMES "JIM" JACKSON**  
COUNCILPERSON

**MOTIONED BY:** E. Wade

**SECONDED BY:** N. Duncombe

**A. ILES** Aye

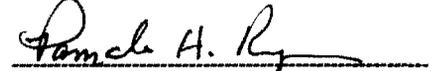
**V. LEE** Aye

**N. DUNCOMBE** Aye

**E. WADE** Aye

**J. JACKSON** Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
**PAMALA HANNA RYAN, CITY ATTORNEY**

DATE: 7/10/06

## MATERIALS CONTRACT

THIS AGREEMENT made and entered into this 19th day of July, 2006 by and between

**Hector Turf Inc**, hereinafter referred to as "**Independent Contractor**," whose mailing address is **1301 NW Third Street, Deerfield Beach, Florida 33442** and the **City OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, (US General Service Administration) posted by solicitation, to wit, GSA No.: **GS-06F-0012R**, hereinafter the "GSA" for **GOLF/GROUNDS AND TURF MANAGEMENT EQUIPMENT**, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the GSA allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, Independent Contractor desires to extend such to the City. In consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the GSA.
2. To the extent that there exists a conflict between the GSA and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of obtaining all or some of the Golf/Grounds and Sports Turf Management Equipment currently carried in their inventories as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than thirty (30) days after receipt of official notice to supply such materials, the timely delivery of said materials being essential conditions of this Agreement.
5. The City agrees to compensate the Independent Contractor in accordance with the **GSA Price for The Toro Company Pages 1-12**. The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these materials. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City.
6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the furnishing of materials pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to provide the materials as set forth in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
8. All of the goods and/or services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of two (2) years or 1500 hours of use from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work and/or replace the materials at the expense of the Independent Contractor.

24. The Independent Contractor shall continuously maintain adequate protection of all materials from damage, and shall protect such materials and the City's property from injury or loss arising during the term of the Agreement.

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

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

27. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of

any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

29. Time is of the essence in all respects under this agreement.

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

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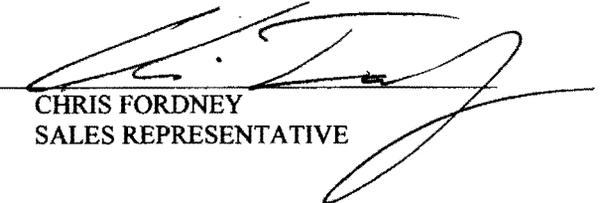
**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY:   
MICHAEL D. BROWN  
MAYOR

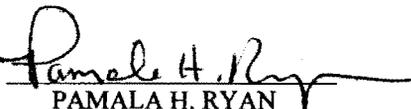
BY:   
CHRIS FORDNEY  
SALES REPRESENTATIVE

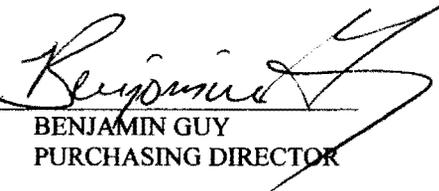
ATTEST:  
BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: 7/19/06

RESOLUTION NO. 94-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN WITH MODIFICATIONS FOR THE RENOVATION OF GEORGE STREET PARK; AUTHORIZING STAFF TO ADVERTISE FOR BIDS; CREATE A 10% CONTINGENCY AND AUTHORIZE THE CITY MANAGER TO EXPEND THE CONTINGENCY FUND; AND AUTHORIZE THE PURCHASE OF PROPERTY LOCATED AT 717 WEST FIFTH STREET, RIVIERA BEACH, FLORIDA AKA LOT 287 ADJACENT TO GEORGE STREET PARK IN THE AMOUNT OF \$89,000; PAYMENT TO BE MADE FROM THE PARKS AND RECREATION CAPITAL IMPACT FEES ACCOUNT NUMBER 303-1234-572-0-6405; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Riviera Beach, Palm Beach County, Florida, has entered into a residential contract with Phyllis S. Adderley to purchase real property at 717 West Fifth Street, Riviera Beach, and

**WHEREAS**, Phyllis S. Adderley agrees to sell to the City of Riviera Beach the real property located at 717 West Fifth Street, Riviera Beach for an amount of \$89,000; and

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

**SECTION 1.** The City Council has approved the site plan for George Street Park.

**SECTION 2.** City staff will hold a community meeting to ensure residents are aware of the planned improvements.

**SECTION 3.** Phyllis S. Adderly agrees to sell her real property located 717 West Fifth Street, Riviera Beach, Florida for \$89,000.

**SECTION 4.** The City of Riviera Beach agrees to buy the real property located 717 West Fifth Street, Riviera Beach, Florida for \$89,000.

**SECTION 5.** The Finance Director is authorized to make payment from the Parks and Recreation Impact Fee expenditure fund account No. 303-1234-572-0-6405.

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

RESOLUTION NO. 94-06

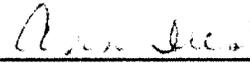
PAGE 2.

PASSED AND APPROVED this 19 day of July 2006

APPROVED:



MICHAEL D. BROWN  
MAYOR

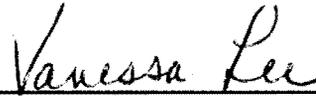


ANN ILES  
CHAIRPERSON

ATTEST:



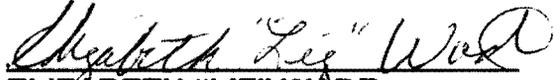
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



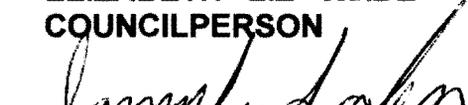
VANESSA LEE  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: N. Duncombe

SECONDED BY: E. Wade

A. ILES Aye

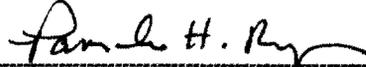
V. LEE Aye

N. DUNCOMBE Aye

E. WADE Aye

J. JACKSON Aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/10/06

RESOLUTION NO. 95-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH JACK MCLEAN OF THE LAW FIRM OF HOLLAND AND KNIGHT TO PROVIDE SERVICES AS THE CITY'S LABOR ATTORNEY AND TO PROVIDE OTHER LABOR RELATIONS SERVICES; JULY 2006 - JULY 2007; PAYMENT TO BE MADE FROM ACCOUNT NUMBER 001 0512 5190 3101; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City has a need for a labor attorney; and

**WHEREAS**, last year the City retained the services of Jack McLean, an attorney with the Law Firm of Holland & Knight; and

**WHEREAS**, Attorney McLean has presented a new proposal to be considered by City Council.

**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 and City Clerk are authorized to execute an agreement with Jack McLean of the Law Firm of Holland and Knight, to provide services as the City's Labor Attorney and to provide other labor relations services.

**SECTION 2.** A copy of this agreement is made a part of and attached to this resolution.

**SECTION 3.** That the Finance Director is authorized to make payment from account #001-0512-5190-3101 for services rendered under this contract.

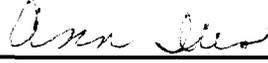
**SECTION 4.** This Resolution shall take effect upon its passage and adoption by the City Council.

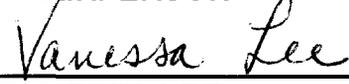
**PASSED AND APPROVED** this 19 day of July, 2006.

APPROVED:

  
MICHAEL D. BROWN ,  
MAYOR

(MUNICIPAL SEAL)

  
ANN ILES ,  
CHAIRPERSON

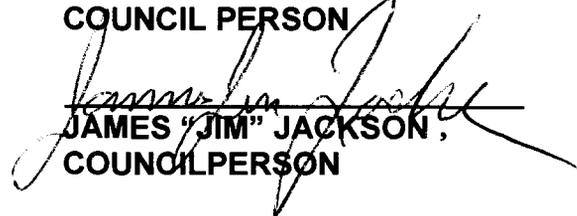
  
VANESSA LEE ,  
CHAIR PRO TEM

ATTEST:

  
NORMA DUNCOMBE ,  
COUNCILPERSON

  
CARRIE E. WARD ,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
ELIZABETH "LIZ" WADE ,  
COUNCIL PERSON

  
JAMES "JIM" JACKSON ,  
COUNCILPERSON

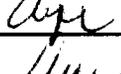
MOTIONED BY: E. Wade

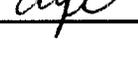
SECONDED BY: N. Duncombe

A. ILES 

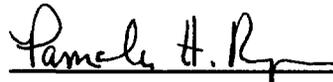
V. LEE 

N. DUNCOMBE 

E. WADE 

J. JACKSON 

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 7/10/06

## AGREEMENT AND STANDARDS FOR LEGAL SERVICES

This agreement is entered into this 19th day of July, 2006, by and between the City of Riviera Beach, Florida, hereinafter referred to as "City," and Jack L. McLean, Jr. of the law firm Holland & Knight, LLP, hereinafter referred to as "Outside Counsel."

**WHEREAS**, the City is in need of a labor attorney to assist City staff in the negotiation of union contracts governing City employees; and

**WHEREAS**, the City Council selected Outside Counsel to assist with said negotiations and wishes to enter into this agreement to set forth the terms of said engagement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in this agreement, the parties hereto agree as follows:

**SECTION 1. Services to be provided.** Outside Counsel agrees to:

1. Provide advice to the City on contract negotiations which includes assisting in the preparation of language for proposed labor contract articles;
2. Provide advice during contract negotiations;
3. Provide advice on legal issues that may impact upon the administration of the contract;
4. Review and analyze proposed articles presented by bargaining unions;
5. Draft the actual contract and/or provisions of the contract, once negotiated by the parties;
6. Provide on-site appearances before the City Council in executive session to discuss contract language/proposals; and
7. Serve as the City's labor attorney during any impasse hearings.

**SECTION 2. Compensation for Services.** The City agrees to compensate Outside Counsel for legal services performed on behalf of the City on a quarterly basis at the beginning of each quarter in the amount of \$4,225.00. The total compensation for the services shall be \$16,900.00. This amount includes all costs related to travel to attend three (3) closed executive sessions, any related telephone charges, and any related copying charges. In addition, Outside Counsel may provide impasse hearing, arbitration and mediation representation at an hourly rate of \$314 depending on the expertise and experience of the attorney handling the case for the City.

**SECTION 3. Term of the Agreement; Modification.** The term of this Agreement shall be one (1) year commencing on the date hereinabove set forth. In the event that a term needs to be modified or the agreement amended, the parties agree to engage in discussions regarding the same at least thirty (30) days in advance of any anticipated alteration.

**SECTION 4. Billing.** All invoices must be submitted to the Department of Human Resources, which will review the same with the City Attorney's Office. When appropriate, invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The City does not accept grouping of activities or "block billing." Each task must be billed separately and, each billing entry must be sufficiently descriptive so the City Attorney's Office can determine exactly what professional service was provided and can assess the appropriateness of the related time charge. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by Outside Counsel, is not permitted by the City.

**SECTION 5. Costs and Expenses.** Except as otherwise provided herein, in-house photocopying will be paid at a rate of ten cents per page. Each invoice shall specify the number of copies for which reimbursement is sought. The City will not pay for local facsimile transmissions. The use of couriers or express mail requires prior approval from the City Attorney's Office. Long distance telephone calls must state the number of calls, date, length of call, and per minute cost. Further, except as otherwise provided herein, any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance by the City Attorney's Office, and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. The City shall not pay for local travel, including but not limited to, mileage, gas, tolls, meals and attorney's time for such local travel. For all disbursements, the City requires copies of paid receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of the legal services provided.

The City will not be responsible for the cost of any computerized legal research service that Outside Counsel receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the City requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved by the City Attorney in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the City will not pay for research that is routine in nature. The City will pay only for updating and shephardizing existing research and/or fact specific research.

**SECTION 6. Attorney-Client Relationship and Confidentiality.** Outside Counsel and the City agree and understand that all communication they have had, and will have, relating to this engagement is communication undertaken in anticipation of litigation and/or within the scope of an attorney-client relationship. The confidentiality and trust demanded by this

professional relationship is both required and protected by law. The City may rely on the privileges accorded this professional relationship in all matters in which Outside Counsel provides legal services. Furthermore, 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 shall be kept confidential and shall not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order.

**SECTION 7. Public Records.** Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Outside Counsel must observe and comply with the requirements of said laws and all related City policies and procedures.

**SECTION 8. Professional Liability Insurance.** Outside Counsel will maintain in full force and effect, during the life of this Agreement, Standard Professional Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

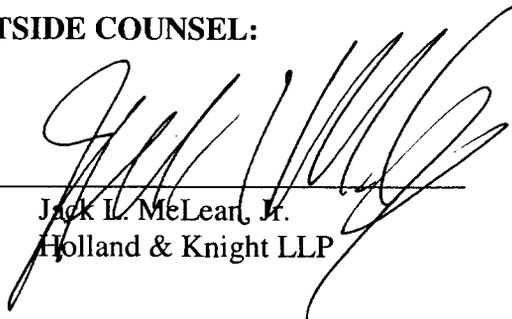
**SECTION 9. Conflicts of Interests.** Outside Counsel shall represent to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of legal services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Outside Counsel shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interests, which may influence or appear to influence Outside Counsel's judgment or quality of legal services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Outside Counsel wants to undertake and shall request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Outside Counsel. The City shall notify Outside Counsel of its opinion within thirty (30) days of receipt of notification by Outside Counsel. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest by Outside Counsel, the City shall so state in its opinion, and the association, interest or circumstance shall not be deemed to be a conflict of interest with respect to the legal services provided by Outside Counsel.

**SECTION 10. Independent Contractor.** Outside Counsel is, and shall be in the performance of all work, services, and activities for the City, 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 engagement, shall at all times, and in all places, be subject to Outside Counsel's sole discretion, supervision, and control. Outside Counsel shall exercise control of the means and manner in which it and its employees perform the work, and in all respects, Outside Counsel'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.

**SECTION 11. Termination of Legal Services.** The City has the right to terminate Outside Counsel's representation upon written notice to Outside Counsel, and said termination shall become effective upon receipt of said notice. Outside Counsel may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Outside Counsel would prejudice the City in any pending litigation. Upon termination by either party, Outside Counsel shall transfer all work in progress, completed work, and other materials related to the terminated work to the City Attorney's Office. Payment for services already rendered will be paid by the City on a pro-rata basis.

**IN WITNESS WHEREOF**, the parties hereto have fixed signatures of their authorized officers or partners, as appropriate, as the date and year first above written.

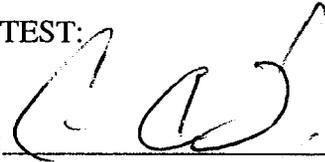
**OUTSIDE COUNSEL:**

By:   
Jack L. McLearn, Jr.  
Holland & Knight LLP

**CITY OF RIVIERA BEACH**

By:   
Michael D. Brown, Mayor

**ATTEST:**

By:   
Carrie E. Ward, MMC  
City Clerk

**AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Pamala H. Ryan, City Attorney

Date: \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS RECREATION ASSISTANCE PROGRAM (RAP) FUNDS IN THE AMOUNT OF \$6,300 FOR COSTS ASSOCIATED WITH THE 2005 ANNUAL BACK TO SCHOOL SUPPLY GIVE-A-WAY AND THE TOY GIVE-A-WAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The Palm Beach County Board of County Commissioners through their Recreation Assistance Program (RAP) has the authority to offer funds to assist agencies with public events; and

**WHEREAS**, the City of Riviera Beach Civil Drug Court has been awarded funds in the amount of \$6,300 for costs associated with the annual Back To School Give-A-Way and the Toy Give-A-Way; and

**WHEREAS**, these funds will be used to cover costs of refreshments, school supplies, toys, decorations associated with the two events; and

**WHEREAS**, the City of Riviera Beach Civil Drug Court has successfully conducted the events and provided school supplies to more than 500 students and more than 1500 toys to the citizens of Palm Beach County.

**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 authorizes acceptance of (RAP) funds in the amount of \$6,300.

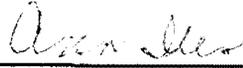
**SECTION 2:** That the Finance Director set up the budget in the donation account 130-0036-6925 in the amount of \$6300.00.

**SECTION 3:** That the Mayor and City Clerk are authorized to execute the reimbursement Agreement, attached hereto.

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

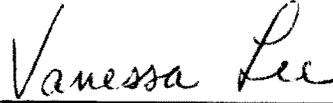
APPROVED:

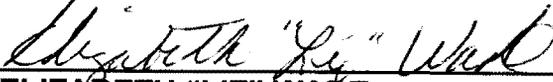
  
MICHAEL D. BROWN,  
MAYOR

  
ANN ILES,  
CHAIRPERSON

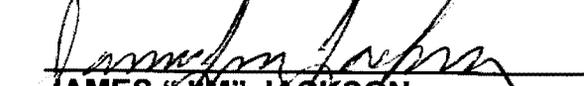
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE,  
CHAIR PRO TEM

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

  
NORMA DUNCOMBE,  
COUNCILPERSON

  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: N. Duncombe

A. ILES: Aye

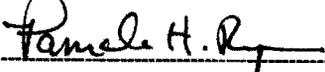
V. LEE: Aye

E. WADE: Aye

N. DUNCOMBE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/10/06

RESOLUTION NO. 97-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SECOND OR THIRD MORTGAGE ON THE 100 WORK FORCE HOUSING UNITS AT THE MARSH HARBOUR DEVELOPMENT REQUIRING USE OF THE PROPERTY AS THE OWNERS PRIMARY RESIDENCE FOR TEN YEARS AND THE FUTURE SALE TO A WORK FORCE HOUSING ELIGIBLE HOUSEHOLD AT NO MORE THAN FOUR AND ONE-HALF TIMES EIGHTY PERCENT OF THE MEDIAN INCOME FOR A FAMILY OF FOUR (4) FOR VILLAS AND FOUR AND ONE-HALF TIMES ONE HUNDRED AND TWENTY (120) PERCENT OF THE MEDIAN INCOME IN PALM BEACH COUNTY FOR TOWN HOMES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City of Riviera Beach issued an RFP for the residential development of 34 acres of City owned property on Congress Avenue; and

**WHEREAS**, The City of Riviera Beach required Marsh Harbour/BMG, as the developer, to provide 100 units of work force housing which, provided an additional subsidy of \$500,000 or \$5,000 a unit to each property owner who was at or fell below the County's median income level; and

**WHEREAS**, the City of Riviera Beach wants to preserve, to the extent possible, work force housing for future residents should the initial property owners sell their 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 City Council approves the second or third mortgage which contains restrictive covenants requiring the use of the property as the owners' primary residence for ten years and provides for future sale of the property to a work force housing eligible household at no more than four and one-half times eighty percent of the median income for a family of four in Palm Beach County. Households selling town homes will be required to sell to persons at one hundred and twenty percent of the median income for Palm Beach County. Should a future sale be made to an ineligible household then the

**RESOLUTION NO.** 97-06

**-2-**

property owner will refund the City's subsidy plus as a penalty forfeit one-half the equity in the property.

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

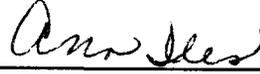
RESOLUTION NO. 97-06

-3-

APPROVED:

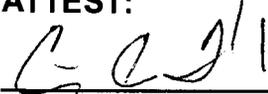


MICHAEL D. BROWN  
MAYOR

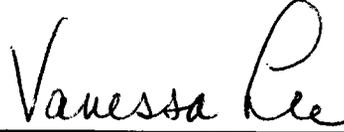


ANN ILES  
CHAIRPERSON

ATTEST:



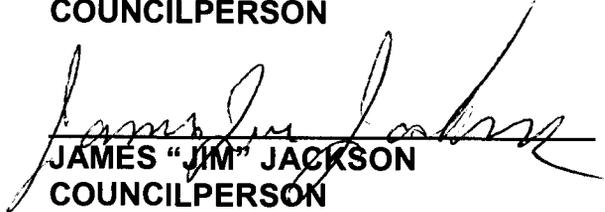
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



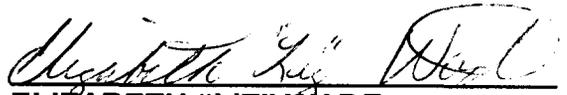
VANESSA LEE  
CHAIR PRO-TEM



NORMA DUNCOMBE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES: aye

V. LEE: aye

N. DUNCOMBE: aye

J. JACKSON: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY



Pamala H. Ryan, City Attorney

DATE: 7/21/06

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

**SECOND OR THIRD MORTGAGE**

**THIS IS A BALLOON MORTGAGE AND THE FINAL  
PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE  
DUE UPON MATURITY IS \$ \_\_\_\_\_ AND ALL  
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE  
TERM OF THIS MORTGAGE.**

THIS MORTGAGE DEED executed this \_\_\_\_ day of \_\_\_\_\_, A.D.,  
\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_, whose address  
is \_\_\_\_\_, hereinafter called the mortgagor,  
in favor of the City of Riviera Beach, Florida whose address is 600 West Blue  
Heron Blvd, Riviera Beach, Florida 33404, hereinafter called the mortgagee:

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

Mortgagor hereby acknowledges that this Mortgage, and the Note secured hereby, is governed by that Development Agreement and Declaration of Restrictive Covenants for Attainable Housing ("Restrictive Covenant") dated August 30, 2004 by and between Marsh Harbour Associates Ltd. ("Developer") and City of Riviera Beach and recorded September 17, 2004 in Official Records Book 17534, Page 1961, and the Amendment thereto dated \_\_\_\_\_ and recorded \_\_\_\_\_ in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ all of the Public Records of Palm Beach County, Florida. Mortgagor hereby represents and warrants that he or she is an "Eligible Household" as defined in the Restrictive Covenant.

Further, in consideration of a subsidy in the amount of \$5,000 from the City of Riviera Beach, pursuant to the Restrictive Covenant, mortgagor agrees to reside on the property for at least ten (10) years, starting from the date of closing on the unit with Marsh Harbour Associates, Ltd.

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

See Exhibit "A" attached hereto.

**THIS IS A SECOND OR THIRD MORTGAGE**, subject to the first mortgage from mortgagor to \_\_\_\_\_, to secure a note in the original amount of \$ \_\_\_\_\_ and second mortgage in favor of \_\_\_\_\_.

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

**AND** the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor fully warrants the title to said land, will defend the same against the lawful claims of all persons whomsoever; and said land is free and clear of all encumbrances other than the certain first mortgage to \_\_\_\_\_ to secure a note in the original principal amount of \$ \_\_\_\_\_ and that second mortgage in favor of \_\_\_\_\_. In the event the subject property or any interest therein shall be sold, conveyed or in any other manner disposed of, including by Agreement for Deed to a purchaser that does not qualify as an Eligible Household as defined in the Restrictive Covenant, then this Mortgage shall become due and payable in full.

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

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

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

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

**And** the mortgagor agrees further that mortgagor shall reside in the mortgaged property as the mortgagor's principal place of residence for not less than a period of ten years starting from the date of closing on the unit with Marsh Harbour Associates Ltd. ("Restrictive Period"). During the Restrictive Period, in the event mortgagor elects to sell, transfer or convey a legal or beneficial interest to a purchaser or transferee that is not qualified as an Eligible Household under the Restrictive Covenant, then mortgagor shall satisfy in full the amount due and owing under the attached promissory note, together with one half the equity in the mortgaged property. Further, mortgagor agrees that in the event of a sale, transfer or conveyance of the mortgaged property to an Eligible Household during the Restrictive Period, that the consideration paid shall not exceed four and one half (4 1/2) times Eighty Percent (80%) of the median household income (as to the villas) and Four and one half times (4 1/2) One Hundred Twenty Percent (120%) of the median household income (as to the town homes) for Palm Beach County, for a family of four, as determined by Housing and Community Development Department, or successor entity, of Palm Beach County. If the consideration paid exceeds this limit, the mortgagor shall pay a penalty of one half the equity in the mortgaged property upon a sale, transfer or conveyance. Equity shall be defined as the sales price as reflected on the closing statement less the outstanding balance of the first and second mortgage, if any, and less seller's closing costs not to exceed two percent (2%) of the purchase price. Sales price refers to the sales price between the mortgagor and the non Eligible Household.

Nothing herein is intended to violate Florida's usury laws. If the penalty stated herein for sales to non-eligible households or for consideration which exceeds the maximum limits is deemed by a court of law as violating Florida' usury laws, then the penalty shall be

deemed waived. It is the intent of mortgagee to maintain Attainable Housing within Marsh Harbour during the Restrictive Period.

In the event the mortgagor elects to refinance the first mortgage, mortgagee agrees to subordinate this mortgage, provided the mortgagor releases the mortgagee from any and all liability related to predatory lending practices.

If any sum of money herein referred to be not promptly paid within 15 days next after the same becomes due, or if each and every agreement, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

**THIS IS A BALLOON MORTGAGE AND THE FINAL  
PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE  
DUE UPON MATURITY IS \$ \_\_\_\_\_ AND ALL  
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER  
THE TERM OF THIS MORTGAGE.**

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

Signed, sealed and **WITNESSED** in the presence of:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Borrower's signature

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Co-Borrower's signature (or spouse)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

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

\_\_\_\_\_  
Print Name  
Notary Public

\_\_\_\_\_  
Signature  
Notary Public

SEAL

My Commission expires: \_\_\_\_\_

ATTACHMENT "A"  
PROMISSORY NOTE

\$ 5,000.00

Riviera Beach, Florida  
\_\_\_\_\_, 2006

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

This Note shall bear no interest and shall require no principal payments, unless the maker hereof violates the provisions of the Mortgage securing this Note. In the event the undersigned sells, conveys or transfers a legal or beneficial interest in the Property to a purchaser that is not an Eligible Household as defined in the Restrictive Covenant during the Restrictive Period or if the consideration paid exceeds the price restrictions set forth in the Mortgage, then the entire principal sum of this Note shall become due and payable. Capitalized terms herein are defined in the Mortgage bearing the same date as this Note. After the Restrictive period has expired, the principal sum of \$5,000.00 shall be forgiven.

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

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

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

Borrower/Maker's Address

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Borrower's Signature

RESOLUTION NO. 98-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ESTABLISHING A MAXIMUM MILLAGE RATE OF \_\_\_\_\_ MILLS FOR FISCAL YEAR 2006-2007; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach is required to establish a maximum millage rate before the end of July 2006 and set the date, time, and location of the first Public Hearing on the millage and budget ; and

**WHEREAS**, establishment of the figure is necessary to move forward in the budget process.

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

**SECTION 1.** That the City Council hereby establishes \_\_\_\_\_ mills as the maximum millage levy for fiscal year 2006-2007.

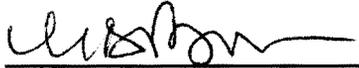
**SECTION 2.** That the City Council will hold its first Public Hearing on the millage and budget on September 6, 2006, at 8:00 p.m. in the City Council Chambers.

**SECTION 3.** That this Resolution shall take effect upon passage and approval by the City Council.

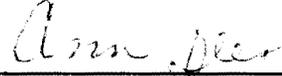
**PASSED AND APPROVED THIS 19th DAY OF July, 2006.**

(SIGNATURES ON FOLLOWING PAGE)

APPROVED:



MICHAEL D. BROWN,  
MAYOR

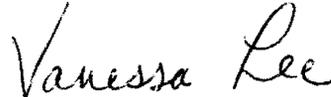


ANN ILES,  
CHAIRPERSON

ATTEST:



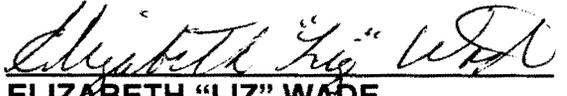
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



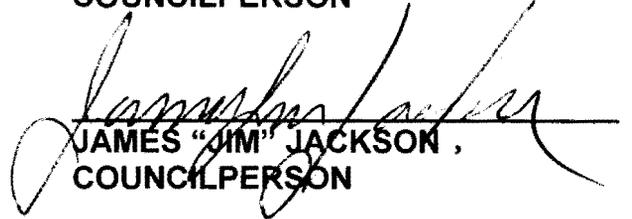
VANESSA LEE,  
CHAIR PRO TEM



NORMA DUNCOMBE,  
COUNCILPERSON



ELIZABETH "LIZ" WADE,  
COUNCILPERSON



JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: E. Wade

A. ILES Aye

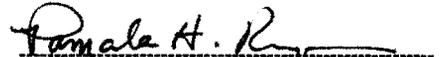
V. LEE Aye

N. DUNCOMBE Aye

E. WADE Aye

J. JACKSON Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/10/06

RESOLUTION NO. 100-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR SUGAR HILL CEMETERY IMPROVEMENTS TO WEST CONSTRUCTION, INC. IN THE AMOUNT OF \$334,387.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$30,696 FROM THE PAVING AND DRAINAGE CONTINGENCY ACCOUNT TO THE PAVING AND DRAINAGE IMPROVEMENT OTHER THAN BUILDING ACCOUNT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$100,000 FROM THE CAPITAL ACQUISITION SECTOR PLAN IMPLEMENTATION ACCOUNT TO THE CAPITAL ACQUISITION IMPROVEMENT OTHER THAN BUILDING ACCOUNT; AUTHORIZING PAYMENT FROM SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, bids for Sugar Hill Cemetery Improvements were opened on July 14, 2006; and

**WHEREAS**, West Construction was the only bidder, and thus the low responsible bidder.

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

**SECTION 1.** The bid for Sugar Hill Cemetery Improvements is awarded to West Construction, Inc. for \$334,387.00.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the contract with Wynn & Sons Environmental Construction, Inc.

**SECTION 3.** The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract price.

**PASSED AND APPROVED this 2nd day of August, 2006**

**SECTION 4.** The Finance Director is authorized to transfer \$100,000 from the Capital Acquisition Fund Sector Plan Implementation account to the Capital Acquisition Improvements Other Than Building account number 310-0716-515-6-6351 for the Sugar Hill Cemetery project.

**SECTION 5.** The Finance Director is authorized to transfer \$30,696 from the Paving & Drainage Contingency Account to the Paving & Drainage Improvement Other than Building account number 301-0716-519-0-6351.

**SECTION 6.** The Finance Director is authorized to make payment as follows:

Expenditures:

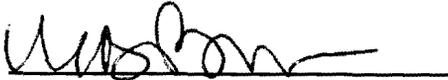
Capital Fund		
Improve other than Building	305-0717-515-0-6301	\$237,130
Capital Acquisition		
Improve other than Building	310-0716-515-6-6351	\$100,000
Paving & Drainage		
Improve other than Building	301-0716-519-0-6351	\$30,696
	Total	\$367,826

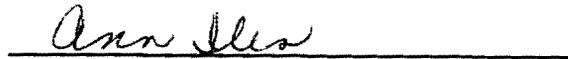
**SECTION 7.** This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED on this 2nd day of August, 2006.

RESOLUTION NO. 100-06  
PAGE -3-

APPROVED:

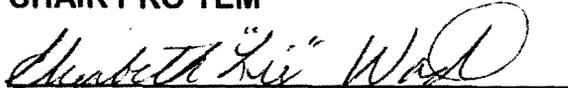
  
MICHAEL D. BROWN,  
MAYOR

  
ANN ILES,  
CHAIRPERSON

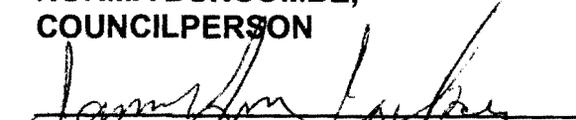
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE,  
CHAIR PRO TEM

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

  
NORMA DUNCOMBE,  
COUNCILPERSON

  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: Wade

SECONDED BY: Lee

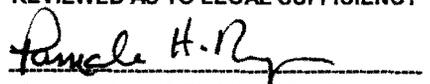
A. ILES: Aye

V. LEE: Aye

E. WADE: Aye

N. DUNCOMBE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/27/06

**RESOLUTION NO. 101-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY EXTENDING THE COMPLETION DATE FOR THE WEST 30<sup>TH</sup> STREET AND WEST 31<sup>ST</sup> STREET PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the agreement between the City of Riviera Beach and Palm Beach County for Reconstruction of West 30<sup>TH</sup> Street and West 31<sup>ST</sup> Street expires on September 30, 2006; and

**WHEREAS**, the work on West 30<sup>th</sup> Street and West 31<sup>st</sup> Street is scheduled for completion in February 2007; and

**WHEREAS**, The City and Palm Beach County desire to amend the said agreement and extend the completion date to June 30, 2007.

**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 an amendment to the agreement for the West 30<sup>th</sup> Street and West 31<sup>st</sup> Street project.

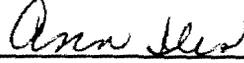
**SECTION 2.** This resolution shall take effect immediately upon approval by the City Council.

**PASSED AND APPROVED this 2nd day of August, 2006.**

RESOLUTION NO. 101-06  
PAGE -2-

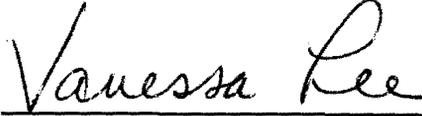
APPROVED:

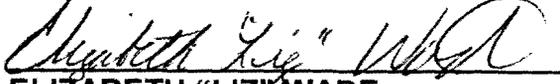
  
MICHAEL D. BROWN,  
MAYOR

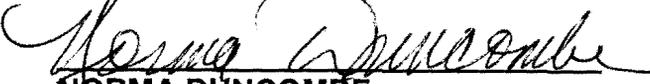
  
ANN ILES,  
CHAIRPERSON

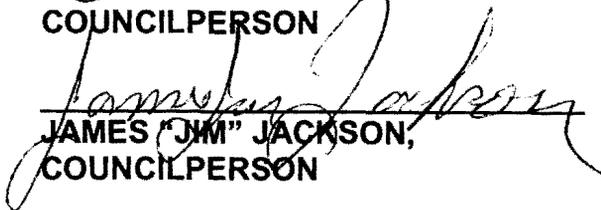
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE,  
CHAIR PRO TEM

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

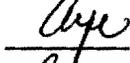
  
NORMA DUNCOMBE,  
COUNCILPERSON

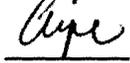
  
JAMES "JMI" JACKSON,  
COUNCILPERSON

MOTIONED BY: E. Wade

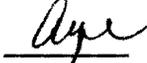
SECONDED BY: V. Lee

A. ILES: 

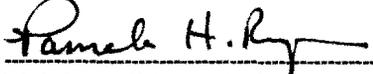
V. LEE: 

E. WADE: 

N. DUNCOMBE: 

J. JACKSON: 

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/24/06

**RESOLUTION NO. 102-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE BID FOR RECONSTRUCTION OF WEST 30<sup>th</sup> AND WEST 31<sup>st</sup> STREETS TO WYNN & SONS ENVIRONMENTAL CONSTRUCTION, INC. IN THE AMOUNT OF \$481,193.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, bids for reconstruction of West 30<sup>th</sup> and West 31<sup>st</sup> Streets were opened on July 12, 2006; and

**WHEREAS**, Wynn & Sons Environmental 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 submitted by Wynn & Sons Environmental Construction, Inc. for reconstruction of West 30<sup>th</sup> and West 31<sup>st</sup> Streets is accepted in the amount of \$481,193.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the contract with Wynn & Sons Environmental Construction, Inc.

**SECTION 3.** The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract price.

**SECTION 4.** The Finance Director is authorized to make payment from the following accounts.

Construction	108-0716-541-1-6355	\$240,000.00
Construction	415-1430-0-533-6558	\$50,800.00
Construction	301-0716-541-1-6355	\$190,393.00
Geotechnical, surveying, printing and binding, and contingency	301-0717-541-1-3106	\$58,100.00
Total		<b>\$539,293.00</b>

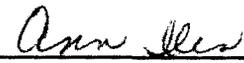
**SECTION 5.** This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED on this 2nd day of August, 2006.

RESOLUTION NO. 102-06  
PAGE -3-

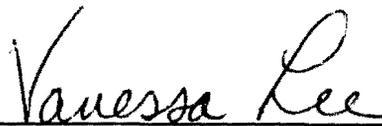
APPROVED:

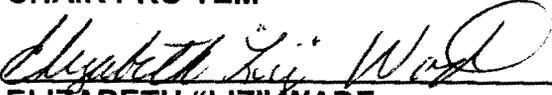
  
MICHAEL D. BROWN,  
MAYOR

  
ANN ILES,  
CHAIRPERSON

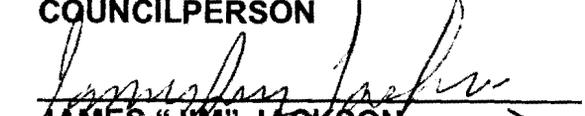
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE,  
CHAIR PRO TEM

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

  
NORMA DUNCOMBE,  
COUNCILPERSON

  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES: aye

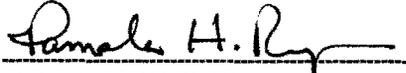
V. LEE: aye

E. WADE: aye

N. DUNCOMBE: aye

J. JACKSON: aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/27/06

RESOLUTION NO. 103-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECOGNIZING MR. MARTIN ROSEN FOR OVER SEVENTEEN YEARS OF FAITHFUL SERVICE WHILE SERVING AS A MEMBER OF THE CITY OF RIVIERA BEACH PLANNING AND ZONING BOARD; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on October 3, 1988, Mr. Martin Rosen was appointed to the City of Riviera Beach Planning and Zoning Board; and

**WHEREAS**, Mr. Martin Rosen has served faithfully on the Planning and Zoning Board for seventeen consecutive years; and

**WHEREAS**, Mr. Martin Rosen's past position was chairperson of the Planning and Zoning Board; and

**WHEREAS**, Mr. Martin Rosen has served on numerous civic boards with the City of Riviera Beach including the Palm Beach County Beaches and Shores Committee, Singer Island Police Task Force, and Singer Island Civic Association; and

**WHEREAS**, Mr. Martin Rosen tendered his letter of resignation to the City of Riviera Beach on May 17, 2006 to dedicate his time to other civic organizations within the City.

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

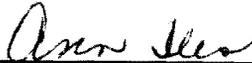
**SECTION 1.** That the City Council of the City of Riviera Beach hereby extends its appreciation to Mr. Martin Rosen for his years of service on the Planning and Zoning

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

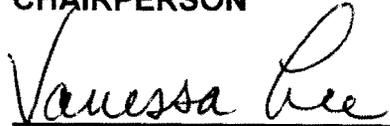
**PASSED AND APPROVED** this 2nd day of August 2006.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
ANN ILES  
CHAIRPERSON

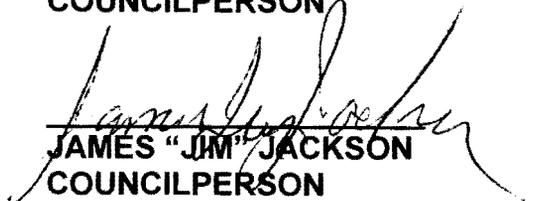
(MUNICIPAL SEAL)

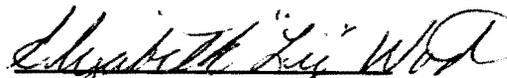
  
VANESSA LEE  
CHAIR PRO-TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

ATTEST:

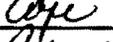
  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JAMES "JM" JACKSON  
COUNCILPERSON

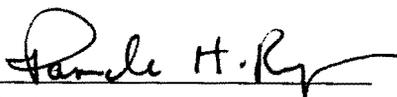
  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES:   
V. LEE:   
N. DUNCOMBE:   
J. JACKSON:   
E. WADE: 

REVIEWED AS TO LEGAL SUFFICENCY

  
PAMALA H. RYAN, CITY ATTORNEY

Date: 7/26/06

RESOLUTION NO. 109-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PAYMENT TO MCNAUGHTON IN THE AMOUNT OF \$18,720.00 FOR SERVICE OF NEW AND POPULAR LEASED BOOKS, OCTOBER 2005 THROUGH SEPTEMBER 2006; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 001-1336-571-0-6601 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Riviera Beach Public Library leased new and popular books from the McNaughton Book Service, Williamsport, PA in the amount of \$18,720.00; and

**WHEREAS**, the Riviera Beach Public Library received new and popular books October 2005 through September 2006; and

**WHEREAS**, the present lease agreement is continued for a period of twelve (12) months and renews itself each year unless cancelled by the Library and City Council.

**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 payment to McNaughton Book Service in the amount of \$18,720.00 for new and popular leased books is hereby approved.

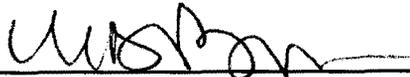
**SECTION 2:** That the Finance Director is authorized to make payment of \$18,720.00 from account number 001-1336-571-0-6601.

**SECTION 3:** That the City Council approves the continuance of the lease for the 2006-2007 budget year.

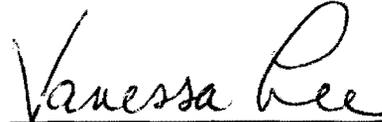
**SECTION 4:** This Resolution shall become effective upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 2nd DAY OF August, 2006.

APPROVED:



MICHAEL D. BROWN  
MAYOR



VANESSA LEE  
COUNCILPERSON

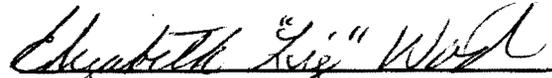
ATTEST:



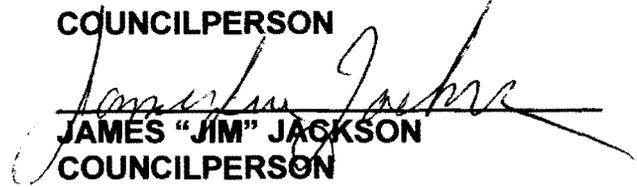
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



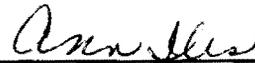
NORMA DUNCOMBE  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

V. LEE: Aye

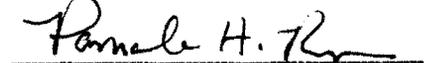
E. WADE: Aye

A. ILES: Aye

N. DUNCOMBE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/25/06

**RESOLUTION NO. 105-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM RBY LLC FOR A BOAT MANUFACTURING AND OFFICE FACILITY LOCATED AT 1900 BROADWAY (US-1); PROVIDING SPECIFIC CONDITIONS AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council finds that the proposed site plan is consistent with the Riviera Beach Community Redevelopment Plan; and

**WHEREAS**, the Planning & Zoning Board met on July 20, 2006, to review the site plan application and made a recommendation for approval to the Community Redevelopment Agency and the City Council; and

**WHEREAS**, the Community Redevelopment Agency reviewed the site plan application on July 26, 2006, and made a recommendation to the City Council for approval of the Site Plan application.

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

**SECTION 1.** The Site Plan (Exhibit A) for a new boat manufacturing facility located at 1900 Broadway (US-1) is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
3. A minimum of 18 trees shall be provided along the south side of 20<sup>th</sup> street.
4. The 65 foot high boat manufacturing facility shall be built with textured wall panels that have look similar to a "stucco finish" facing Broadway (US-1), the remaining panels will be color matched to the textured panels with a flat smooth seam panel.

5. The applicant shall provide a bond in the amount of 110% of the cost of landscape materials and installation prior to receiving a certificate of occupancy, the bond will be valid for 2 years.
6. The applicant shall enter into an agreement with the CRA to ensure the provision of the estimated jobs at this facility prior to receiving a building permit.

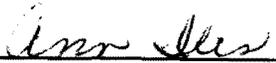
**SECTION 2.** This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

**SECTION 3.** This resolution shall take effect upon approval of the companion amendments to the CRA Plan on second reading of the amendment Ordinance.

**PASSED and APPROVED this 2nd day of August, 2006.**

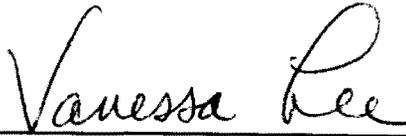
APPROVED:

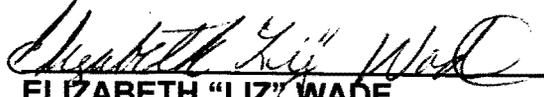
  
MICHAEL D. BROWN,  
MAYOR

  
ANN ILES,  
CHAIRPERSON

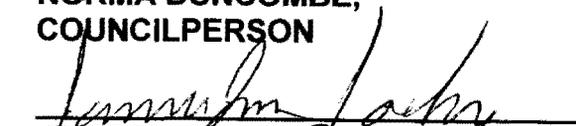
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
VANESSA LEE,  
CHAIR PRO TEM

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

  
NORMA DUNCOMBE,  
COUNCILPERSON

  
JAMES "JIM" JACKSON,  
COUNCILPERSON

MOTIONED BY: LEE

SECONDED BY: Wade

A. ILES: Aye

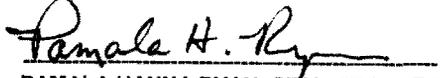
V. LEE: Aye

E. WADE: Aye

N. DUNCOMBE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/25/06

**RESOLUTION NO: -106-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LOAN ADDENDUM TO THE LOAN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, AS LENDER, AND THE COMMUNITY REDEVELOPMENT AGENCY, AS BORROWER, IN THE AMOUNT OF \$150,000 IN THE FORM HERETO ATTACHED AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That the City Council of the City of Riviera Beach, Florida hereby approves and authorizes the Mayor and City Clerk to execute a loan addendum to the Loan Agreement between the City of Riviera Beach, as lender, and the Community Redevelopment Agency, as borrower, providing for an additional loan of \$150,000, to the Agency as reflected in the form attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED THIS 2nd DAY OF AUGUST, 2006.**

APPROVED:

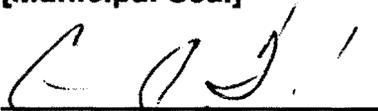
  
MICHAEL D. BROWN  
MAYOR

  
ANN ILES  
CHAIRPERSON

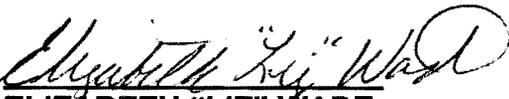
[ATTEST]

  
VANESSA LEE  
CHAIR PRO TEM

[Municipal Seal]

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
NORMA DUNCOMBE  
COUNCILPERSON

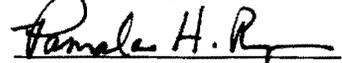
  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

Motioned by: Lee  
Seconded by: Davis

A. ILES Aye  
V. LEE Aye  
N. DUNCOMBE Aye  
E. WADE Aye  
J. JACKSON Aye

Approved as to legal sufficiency

By:   
Pamala H. Ryan  
City Attorney

Date: 7/27/06

men  
7/27/06

**RESOLUTION NO. 107-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM 2675 LAKE DRIVE LLC., FOR A SEVEN UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 2675 LAKE DRIVE; PROVIDING SPECIFIC CONDITIONS AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, on January 17, 2006, the Zoning Board of adjustment approved a variance for the proposed development allowing a 3.09 foot maximum height increase for the roof and the architectural enhancements; and

**WHEREAS**, the Planning & Zoning Board met on June 8, 2006, to review the site plan application and made a recommendation for approval to the City Council.

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

**SECTION 1.** The Site Plan (Exhibit A) for a seven unit permanent multi-family residential development is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
3. The owner shall provide a bond in the amount of 110% of the cost of landscape materials and installation prior to receiving a certificate of occupancy, the bond will be valid for 2 years.
4. Any boat slips on or adjacent to the property shall be for the use of occupants and/or property owners only, and this requirement shall run with the land.

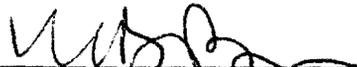
**SECTION 2.** This Resolution shall act as the final order and is required to be recorded in the public records of Palm Beach County.

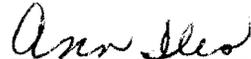
**SECTION 3.** This resolution shall take effect immediately.

RESOLUTION NO. 107-06

PAGE 2

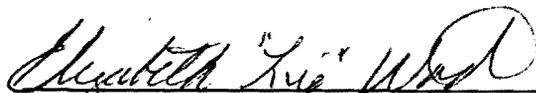
APPROVED:

  
MICHAEL D. BROWN  
MAYOR

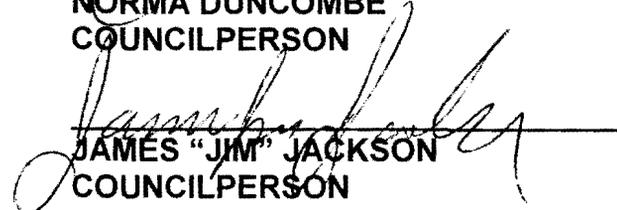
  
ANN ILES  
CHAIRPERSON

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

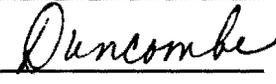
  
VANESSA LEE  
CHAIR PRO TEM

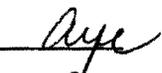
  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

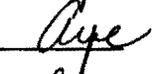
  
NORMA DUNCOMBE  
COUNCILPERSON

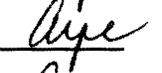
  
JAMES "JIM" JACKSON  
COUNCILPERSON

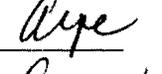
MOTIONED BY: 

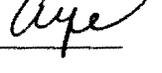
SECONDED BY: 

A. ILES: 

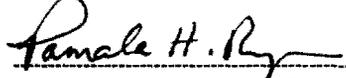
V. LEE: 

E. WADE: 

N. DUNCOMBE 

J. JACKSON 

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/25/06

10

RESOLUTION NO. 108-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING IN THE AMOUNT OF \$200,000 WITH A REQUIRED MATCH OF \$200,000 WHICH WILL BE FUNDED FROM THE CAPITAL ACQUISITION FUND 310; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE DAN CALLOWAY RECREATION COMPLEX, PHASE II PROJECT IN THE AMOUNT OF \$400,000; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) has a grant program, which will fund requests for assistance to acquire or develop land for public outdoor recreation purposes; and

**WHEREAS**, the City of Riviera Beach applied for grant assistance for the proposed improvements at Dan Calloway "Tate" Recreation Complex, Phase II; and

**WHEREAS**, the City of Riviera Beach has been awarded grant funds in amount of \$200,000 with a required match of \$200,000, said required match will be funded from the Capital Acquisition Fund 310. Total project funds are \$400,000.

**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 and City Clerk are authorized to execute the Florida Recreation Development Assistance Program (FRDAP) Grant Agreement on behalf of the City of Riviera Beach.

**SECTION 2.** That the City will have up to three years to complete the project with the FRDAP funds, said project must be completed by April 30, 2009.

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

RESOLUTION NO. 108-06

PAGE 2

**SECTION 3.** That the Finance Director is authorized to set up a budget in the Dan Calloway Recreation Complex, Phase II Fund (141) as follows:

**REVENUE:**

141-00-334705	FRDAP Grant	\$200,000
310-00-399999	Capital Acquisition Fund 310/Local Funds	\$200,000
<b>TOTAL</b>		<b>\$400,000</b>

**EXPENDITURE:**

141-1232-572-1-6351	Repair & Maintenance Grounds	\$200,000
310-1234-572-1-6351	Match for FRDAP Grant Dan Calloway	\$200,000
<b>TOTAL</b>		<b>\$400,000</b>

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

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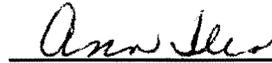
RESOLUTION NO. 108-06  
PAGE 3

PASSED AND APPROVED THIS 2nd DAY OF August, 2006.

APPROVED:

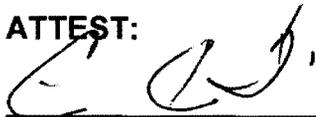


MICHAEL D. BROWN  
MAYOR

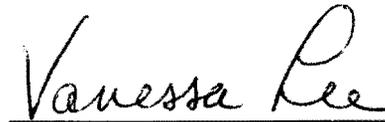


ANN ILES  
CHAIRPERSON

ATTEST:



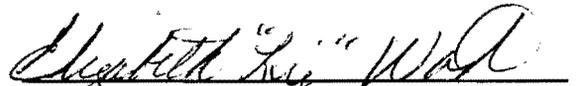
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



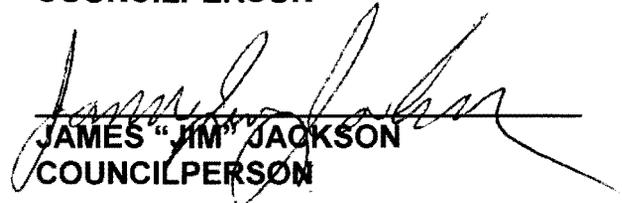
VANESSA LEE  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: Lee

SECONDED BY: Duncombe

A. ILES: Aye

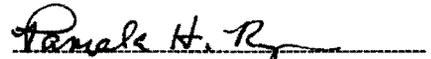
V. LEE: Aye

N. DUNCOMBE: Aye

E. WADE: Aye

J. JACKSON: Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/25/06