

RESOLUTION NO. 75-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDED PUD MASTER SITE PLAN APPLICATION FOR A 135 ACRE PARCEL LOCATED ON THE WEST SIDE OF CONGRESS AVENUE SOUTH OF SILVER BEACH ROAD; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**WHEREAS**, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and,

**WHEREAS**, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and

**WHEREAS**, The Planning & Zoning Board met on February 13, 2003 to review the application and made a recommendation to the City Council of Riviera Beach.

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

**SECTION 1.** The Master Site Plan, Exhibit "A", for an 1186 unit Planned Unit Development located on the east and west side of Congress Avenue, south of Silver Beach Road is approved with the following conditions:

- A. The west side of Congress Avenue is approved for 219 Single Family Homes, 258 town homes, 219 Multi-family "for sale" units; The east side of Congress Avenue is approved for 34 town homes, and 456 apartments.
- B. The developer will provide landscaping and irrigation within the Congress Avenue median and adjacent to the perimeter of both sides of the project along Congress Avenue in conjunction with the development of the project.
- C. Decorative street lighting shall be provided and maintained by the developer along both sides of the length of property adjacent to Congress Avenue in conjunction with the development of the project.

- D. A Traffic Signal and left turn lane shall be provided by the developer at the entrance to the development on Congress Avenue, as required and permitted by Palm Beach County, prior to receiving the first Certificate of Occupancy.
- E. A tree relocation plan must be submitted and approved by the Department of Community Development prior to the issuance of building permits.
- F. The applicant shall provide an access easement in coordination with Palm Tran, for a Transit stop along Congress Avenue adjacent to the development.
- G. All rental units will be provided with a washer/dryer hook-up.
- H. 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.
- I. 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.
- J. No part or section of the PUD shall be utilized for subsidized rental housing, without the express written consent of the City Council. Bond financed housing shall not be considered subsidized housing.
- K. The development shall be maintained in substantially the same condition as on the date its Certificate of Occupancy is issued, ordinary wear and tear excepted.

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

**SECTION 3.** This resolution shall take effect upon City Council approval of the second reading of the rezoning of the 34 acre parcel located on the east side of Congress Avenue to RPUD-1.

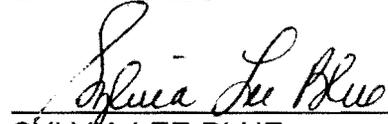
PASSED AND APPROVED this 2nd day of April, 2003

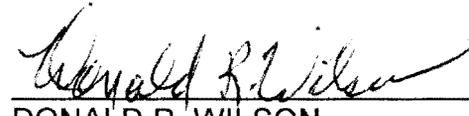
APPROVED:

  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

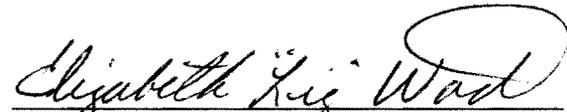
  
\_\_\_\_\_  
DAVID G. SCHNYER,  
CHAIRPERSON

(MUNICIPAL SEAL)

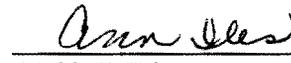
  
\_\_\_\_\_  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

  
\_\_\_\_\_  
DONALD R. WILSON  
COUNCILPERSON

ATTEST:

  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

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

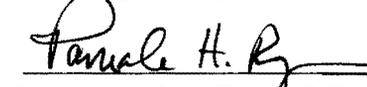
  
\_\_\_\_\_  
ANN ILES  
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: E. Wade

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: aye  
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICENCY

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

Date: 3/26/03

**CONGRESS AVENUE PUD**  
PREPARED FOR CONTINENTAL HOMES  
RIVIERA BEACH, FLORIDA

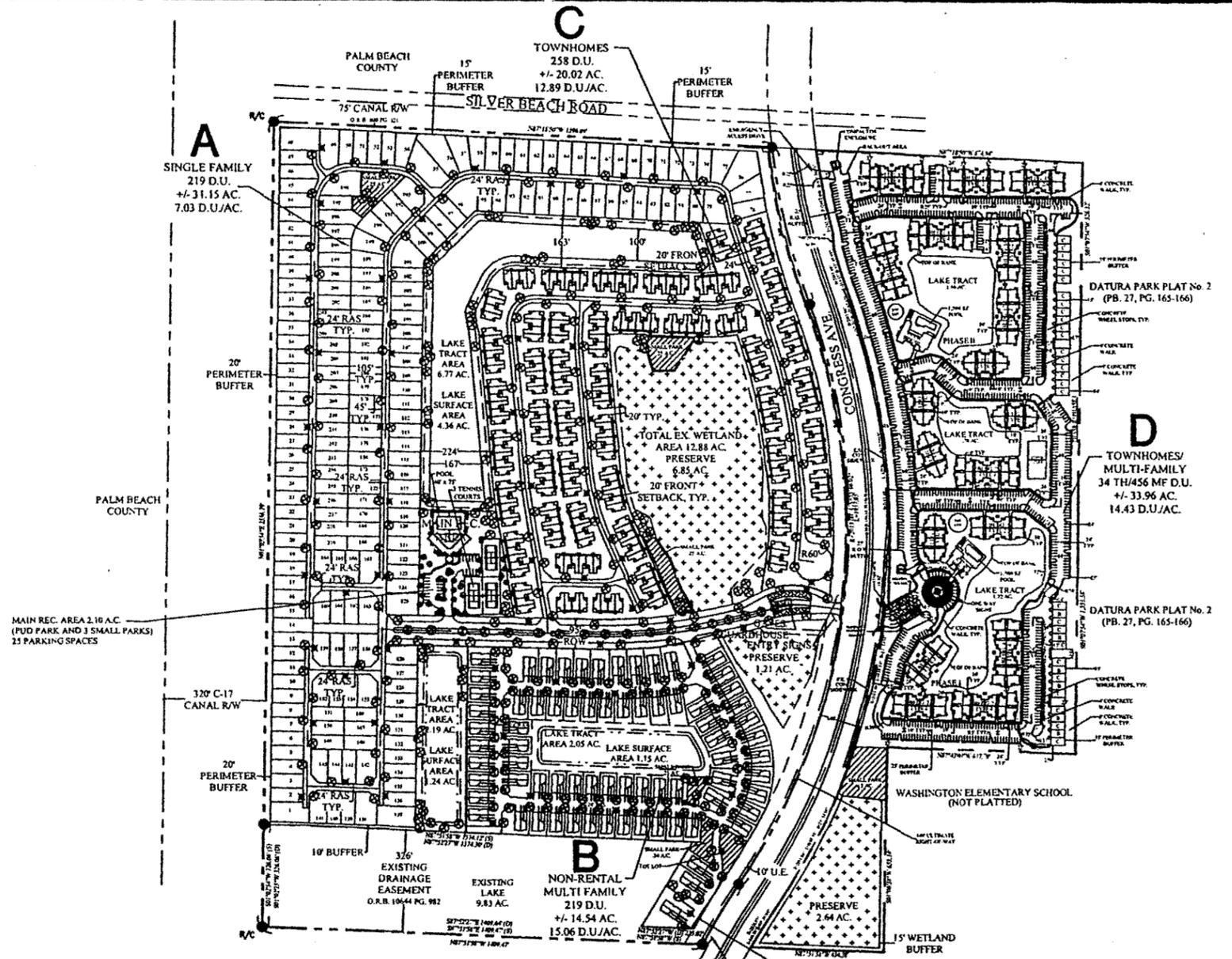
**SITE PLAN**

**SITE DATA**

SECTION/TOWNSHIP/RANGE	30°42'43" MRF
EXISTING LAND USE	ANNEXED (not yet assigned)
EXISTING ZONING	RPUD-1
PROPOSED ZONING	56-43-42-30-00-000-1010
P.C.N.	
GROSS SITE AREA	135.19 AC.
NET SITE AREA	122.31 AC.
TOTAL DWELLING UNITS	1186 D.U.
A - SINGLE FAMILY (45' x 105')	219 D.U.
B - NON-RENTAL MULTI FAMILY	219 D.U.
C - TOWNHOMES	258 D.U.
(12) - 4 UNIT BLDGS.	48 D.U.
(35) - 6 UNIT BLDGS.	210 D.U.
D - TOWNHOMES MULTI-FAMILY	34 D.U.
	456 D.U.
GROSS DENSITY	8.77 D.U./AC.
NET DENSITY	9.70 D.U./AC.
RECREATIONAL AREA REQUIRED	3.91 AC.
TOTAL RECREATIONAL AREA PROPOSED	4.64 AC.
MAIN REC. AREA (1 PARK @ .11 AC, 100 D.U. @ MIN 10 AC - 100 AC)	1.55 AC.
BUILDINGS (150 S.F. 100 D.U.)	13,573 S.F.
POOL (100 S.F. 100 D.U.)	3 POOLS
TENNIS COURTS (MIN. 11,000 D.U.)	4 COURTS
SMALL PARK (MIN. 1 PARK/125 D.U.)	9 PARKS
LAKE TRACT AREA	15.51 AC.
LAKE SURFACE AREA	9.04 AC.
TOTAL WETLAND AREA (EXISTING)	12.88 AC.
WETLAND PRESERVE	10.70 AC.
WETLAND BUFFER	2.31 AC.
R/W BUFFER AREA	2.40 AC.
PERIMETER BUFFER AREA	1.67 AC.
ENTRY ROAD AREA	1.77 AC.
UTILITY EASEMENT AREA	.60 AC.
POD D TOTAL IMPERVIOUS AREA	16.19 AC.

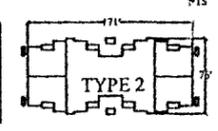
**NOTES**

- POD D SITE PLAN PREPARED BY GGB ENGINEERING, INC.
- POD B IS TO CONSIST OF NON-RENTAL MULTI FAMILY UNITS
- POD D PHASE II CLUBHOUSE INCLUDES A RACQUETBALL COURT
- AC = ACRES
- D.E. = DRAINAGE EASEMENT
- D.U. = DWELLING UNITS
- E.A.S. = EASEMENT
- L.M.E. = LANDSCAPE MAINTENANCE EASEMENT
- M = MODEL
- MIN. = MINIMUM
- O.H. = OVER HEAD
- O.S. = OPEN SPACE
- R.A.S. = RESIDENTIAL ACCESS STREET
- R/W = R.O.W.
- S.F. = SQUARE FEET
- TYP. = TYPICAL
- U.E. = UTILITY EASEMENT
- ALL INTERNAL RESIDENTIAL ACCESS STREETS ARE PRIVATE
- LIGHTING ELEMENT (LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE AFTER COMPLETION OF PHOTOMETRIC STUDY)



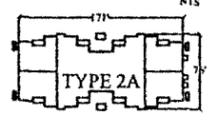
**TYPICAL TYPE 2 UNIT**

BUILDING MIX	
BUILDING TYPE #2	
1 BDR	1
2 BDR	1
3 BDR	1
4 BDR	1
TOTAL	4



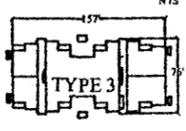
**TYPICAL TYPE 2A UNIT**

BUILDING MIX	
BUILDING TYPE #2A	
1 BDR	1
2 BDR	1
3 BDR	1
4 BDR	1
TOTAL	4



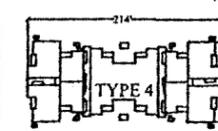
**TYPICAL TYPE 3 UNIT**

BUILDING MIX	
BUILDING TYPE #3	
1 BDR	1
2 BDR	1
3 BDR	1
4 BDR	1
TOTAL	4



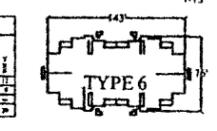
**TYPICAL TYPE 4 UNIT**

BUILDING MIX	
BUILDING TYPE #4	
1 BDR	1
2 BDR	1
3 BDR	1
4 BDR	1
TOTAL	4



**TYPICAL TYPE 6 UNIT**

BUILDING MIX	
BUILDING TYPE #6	
1 BDR	1
2 BDR	1
3 BDR	1
4 BDR	1
TOTAL	4



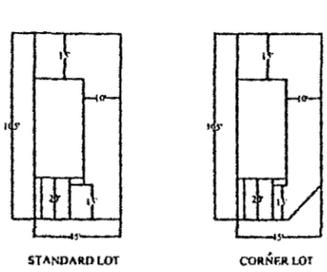
**TYPICAL LIGHT DETAIL**



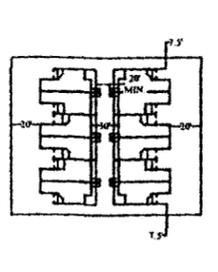
**POD DATA**

POD A - SINGLE FAMILY (45' x 105')	219 D.U.
POD B - NON-RENTAL MULTI FAMILY	219 D.U.
POD C - TOWNHOMES	258 D.U.
POD D - TOWNHOMES MULTI-FAMILY	456 D.U.
<b>TOTAL</b>	<b>1186 D.U.</b>

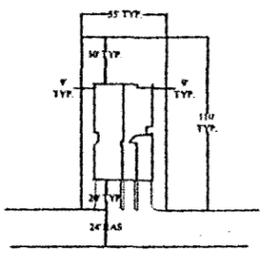
**TYPICAL SINGLE FAMILY UNIT PLANS**



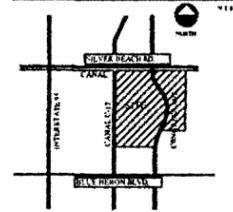
**TYPICAL TOWNHOUSE UNIT PLAN**



**TYPICAL NON-RENTAL MULTI FAMILY UNIT PLAN (POD D)**



**LOCATION MAP**



2101 Centrepark West Drive  
Suite 100  
West Palm Beach, FL 33409  
561-476-8801

SCALE: 1" = 200'-0"

DRAWN BY: RLP/JGG

DRAWING #: 6-21-07-000

FILE #: 6-21-07

DATE: 2/6/07

**Exhibit A**

RESOLUTION NO. 76-03

**A RESOLUTION OF THE CITY COUNCIL OF THE RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA REALLOCATING \$329,722.51 OF THE REMAINING \$701,571 OF THE BUILDING/ROOF IMPROVEMENT PROJECT ORIGINALLY ALLOCATED FOR \$1,429,000 OF THE ORIGINAL CAPITAL PROJECTS NOTES, SERIES 2001 IN THE AMOUNT OF \$3,013,000, APPROVED ON DECEMBER 19, 2001, TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL PROJECTS TO BE USED TO ADDRESS THE REMAINING FINANCING OF THE CURRENT CAPITAL PROJECTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 19, 2001, the City Council approved the issuance of the Capital Projects Notes, Series 2001 in the amount of \$3,013,000 to finance the acquisition, construction and equipping of capital projects; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Riviera Beach to reallocate a portion of the remaining funds in the Building/Roof Improvement Project of the Capital Projects Notes, Series 2001 in order to adequately finance the completion of the current capital projects that are in process; and

**WHEREAS**, staff has discussed this proposed use of these funds with the issuer, Wachovia Bank, formerly known as, First Union, and they are in agreement with the reallocation of a portion of these remaining funds to be used for the purpose of financing the completion of the current capital projects; and

**WHEREAS**, this action is necessary, as well as, time sensitive to allow the addition to the Aquatic Center to be completed by the scheduled opening.

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

**SECTION 1.** The City Council hereby authorizes the reallocation of \$329,722.51 of the remaining \$701,571 of the building/roof improvement project originally allocated for \$1,429,000 of the original Capital Projects Notes, Series 2001 in the amount of \$3,013,000, approved on December 19, 2001.

**SECTION 2.** The City Council further directs staff to utilize these reallocated funds for the purpose of financing the completion of the capital projects that are currently in process.

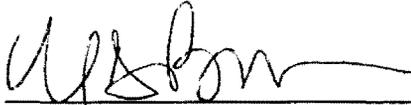
**SECTION 3.** This resolution shall take effect immediately upon its approval by the City Council.

RESOLUTION NO. 76-03

-2-

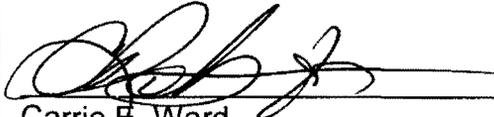
APPROVED & ADOPTED APRIL 7, 2003

APPROVED:

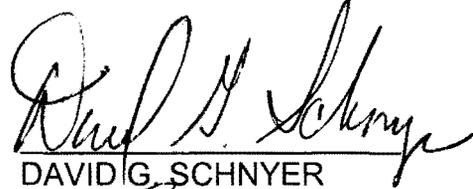


MICHAEL D. BROWN  
MAYOR

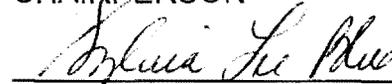
[Municipal Seal]



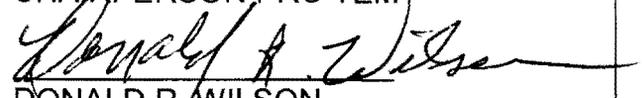
Carrie E. Ward  
Master Municipal Clerk  
CITY CLERK



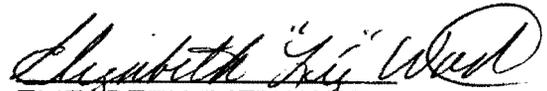
DAVID G. SCHNYER  
CHAIRPERSON



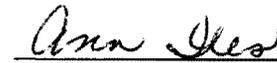
SYLVIA L. BLUE  
CHAIRPERSON PRO TEM



DONALD R. WILSON  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

Motioned by: S. Blue  
Seconded by: E. Wade

D. SCHNYER Aye  
S. BLUE Aye  
D. WILSON ABSENT  
E. WADE Aye  
A. ILES Aye

Approved as to legal sufficiency:

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

Pamala H. Ryan, City Attorney

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

PDW:dpm.A [0324/040403]

**Resolution No. 77-03**

**Number was Omitted**

RESOLUTION NO. 78-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SPECIAL EXCEPTION AND SITE PLAN APPLICATION FROM THE SOUTHEASTERN CONFERENCE OF SEVENTH DAY ADVENTISTS, INC. TO BUILD A CHURCH ON THE SOUTHWEST CORNER OF SILVER BEACH ROAD AND AVENUE "J" IN AN RM-15 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and

**WHEREAS**, section 31-60 (b), of the City of Riviera Beach Land Development Code requires that every approved Site Plan shall expire within 18 months unless site plan improvements have begun; and

**WHEREAS**, The Planning & Zoning Board met on February 13, 2003 to review the application and made a recommendation to the City Council of Riviera Beach for the Special Exception and Site Plan application from the Southeastern Conference of Seventh Day Adventists, Inc.; and

**WHEREAS**, The Site Plan is attached as part of this resolution as Exhibit "A".

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

**SECTION 1.** The Special Exception and Site Plan (Exhibit "A") from the Southeastern Conference of Seventh Day Adventists, Inc. is approved with the following conditions recommended by staff and the Planning & Zoning Board:

1. The property must be secured at all times when not in use.
2. No daycare facilities shall be allowed in conjunction with the church without prior approval from the City Council.
3. The applicant shall post a bond prior to the issuance of a Certificate of Occupancy for the value of 110% of the cost of plant materials and irrigation components for a period of one year to guarantee the condition of said materials.

RESOLUTION NO. 78-03  
PAGE -2-

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

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

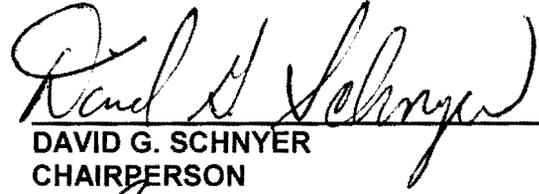
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RESOLUTION NO. 78-03  
PAGE -3-

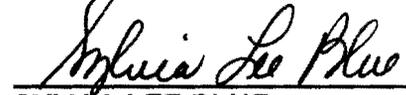
PASSED AND APPROVED this 16th day of APRIL, 2003

APPROVED:

  
MICHAEL D. BROWN,  
MAYOR

  
DAVID G. SCHNYER  
CHAIRPERSON

(MUNICIPAL SEAL)

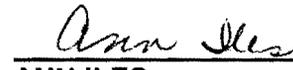
  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST

  
DONALD R. WILSON  
COUNCILPERSON

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

absent  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

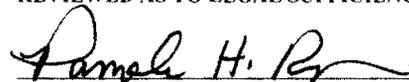
  
ANN ILES  
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: A. ILES

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: absent  
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/7/03



RESOLUTION NO. 79-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY C.R.DUNN, INC. FOR PROVIDING LABOR FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON AVENUE U BETWEEN DR. MARTIN LUTHER KING, JR. BOULEVARD AND WEST 18<sup>TH</sup> STREET AT A COST OF \$40,203.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 147-0716-5410-6501 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, On March 11, 2003, the Palm Beach County Commission approved an agreement with the City for providing funds for the installation of decorative street lights on Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street; and

**WHEREAS**, C.R.Dunn, Inc. was the lowest priced subcontractor for installation of street lights for West 25<sup>th</sup> Street project, being done by the City of Riviera Beach; and

**WHEREAS**, C.R.Dunn, Inc. is willing to perform this work for unit prices similar to those offered under the contract for West 25<sup>th</sup> Street project.

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

**SECTION 1.** The proposal submitted by C.R.Dunn, Inc. is hereby accepted for \$40,203.00.

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

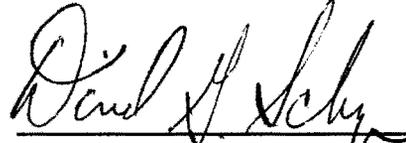
**SECTION 3.** The Finance Director is authorized to and make payment of \$40,203.00 from account number 147-0716-5190-6501.

**SECTION 4.** The City Manager is authorized to approve change orders in the amount not to exceed 10% of the contract price.

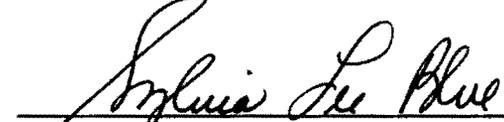
APPROVED:

  
\_\_\_\_\_

MICHAEL D. BROWN,  
MAYOR

  
\_\_\_\_\_

DAVID G. SCHNYER  
CHAIRPERSON

  
\_\_\_\_\_

SYLVIA LEE BLUE  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

  
\_\_\_\_\_

DONALD R. WILSON  
COUNCILPERSON

ATTEST:

  
\_\_\_\_\_

CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

absent  
\_\_\_\_\_

ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
\_\_\_\_\_

ANN ILES  
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: S. BLUE

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: absent

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/7/03

## MATERIALS AND/OR SERVICE CONTRACT

THIS AGREEMENT made and entered into this 16TH day of APRIL, 2003 by and between C. R. Dunn, Inc., hereinafter referred to as "Independent Contractor," whose mailing address is 1202 Pope Lane, Lake Worth, Florida 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, (Port of Palm Beach ) posted an Invitation to Bid, hereinafter the "Bid" for Reconstruction of 11<sup>th</sup> Street from Broadway to Avenue C, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the Bid 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 Bid.
2. To the extent that there exists a conflict between the Bid 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 providing labor for installation of decorative street lights on Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within sixty (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement. [All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than thirty (30) days after receipt of official notice to supply such materials, the timely deliver of said materials being essential conditions of this agreement.]
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in accordance with the fee proposal set as forth in Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely

responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

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

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

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

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

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

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

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

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

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

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

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may

arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

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

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

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

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

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

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of 6 months from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Such defects shall include, but not be limited to, bug eaten and/or dead or dying sod. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

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

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

27. This Agreement and any dispute, disagreement, or issue of construction or interpretation 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.

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

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

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

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

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

**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:   
Name: ~~Russell R. Dunn~~ *Russell R. Dunn*  
Title: *Clyde*  
Date: *4/15/03*

ATTEST:

CARRIE E. WARD, CITY CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
DEPARTMENT DIRECTOR

DATE: 4/7/03

EXHIBIT "A"

RECEIVED

MAR 26 2003  
COMMUNITY DEVELOPMENT  
DEPARTMENT

**C. R. Dunn, Inc.**

Electrical Construction

1202 Pope Lane / Lake Worth, FL / (561) 585 2155 / fax (561) 585 1233  
EC0001144

**PROPOSAL**

To: **Mr. Samadi**

Date: March 26, 2003

Attn:

**Via Fax:**

Project: **Avenue U**

We submit the following proposal to you on a confidential basis, the information in this proposal is not to be shared with any other person without our written permission, and to perform electrical work as shown in the following enumerated plans and specifications for project.

Labor Materials Equipment to install

27 Granite Poles with Concrete Foundation.

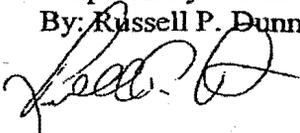
Install Fixtures, Ground Rods, # 6 wire,

Heb fuse Holders.

**Total**                      **\$1,489.00 Per Pole**  
x 27 poles = \$40,203.00

This proposal is to remain confidential. This proposal will be accepted by you in any one of the following methods: a) Utilizing our pricing, and/or value engineering ideas for any purpose, including but not limited to sharing or shopping our price or ideas with any other person. b) Requesting us to proceed with work for this project. c) Using any of our value engineering work product. d) Written acceptance of this proposal, including letter of intent to enter into a contract.

Respectfully submitted,  
By: Russell P. Dunn



RESOLUTION NO. 80-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY MUNICIPAL LIGHTING SYSTEMS, INC. FOR PURCHASING 27 DECORATIVE STREET LIGHT POLES, FIXTURES AND BRACKETS IN THE AMOUNT OF \$64,773.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 147-0716-5190-6501.**

**WHEREAS**, the City of Riviera Beach desires to install decorative street lights on Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street; and

**WHEREAS**, the City has entered into an interlocal agreement with Palm Beach County Commission for receiving funding for installation of decorative street lights on Avenue U; and

**WHEREAS**, Municipal Lighting Systems, Inc. is the exclusive authorized distributor for Lumec, Vertex Lighting, Inc. and Ameron; and

**WHEREAS**, Municipal Lighting Systems, Inc. proposes to provide 27 decorative street light poles, fixtures and brackets in the amount of \$64,773.00.

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

**SECTION 1.** The proposal submitted by Municipal Lighting Systems, Inc. is hereby accepted for \$64,773.00.

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

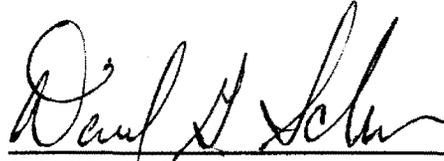
**SECTION 3.** The Finance Director is authorized to make payment of \$64,773.00 from account number 147-0716-5190-6501.

**SECTION 4.** This resolution shall become effective upon its passage.

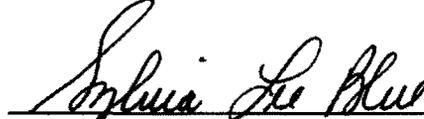
APPROVED:



MICHAEL D. BROWN,  
MAYOR

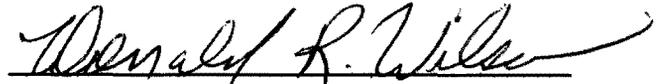


DAVID G. SCHNYER  
CHAIRPERSON



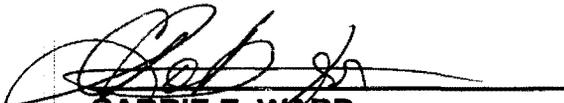
SYLVIA LEE BLUE  
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON  
COUNCILPERSON

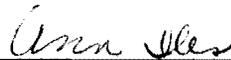
ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

absent

ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

MOTIONED BY: S. BLUE

SECONDED BY: A. ILES

D. SCHNYER: aye

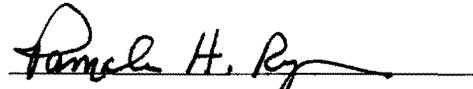
S. BLUE: aye

D. WILSON: aye

E. WADE: absent

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/7/03

## MATERIALS AND/OR SERVICE CONTRACT

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of APRIL, 2003 by and between **Municipal Lighting Systems, Inc.**, hereinafter referred to as "Independent Contractor," whose mailing address is 4020 South 57<sup>th</sup> Avenue, Lake Worth, Florida 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, the Independent Contractor is the manufacturer's authorized and sole distributors of decorative street lighting products for LUMEC, AMERON, and VERTEX companies; and

WHEREAS, Independent Contractor was the provider of decorative street lighting products for the West 25<sup>th</sup> Street project; and

WHEREAS, the Independent Contractor wishes to provide street lighting products for Avenue U project for the same unit prices, terms and conditions as for West 25<sup>th</sup> Street project.

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

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing decorative street lighting products for Avenue U Lighting project for the unit prices set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2. The Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement. [All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than sixty (60) days after receipt of official notice to supply such materials, the timely deliver of said materials being essential conditions of this agreement.]

3. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 18, herein.

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

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

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

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

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

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

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

*ALL N/A* 11. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

*ALL N/A* 12. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

*ALL N/A* 13. 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.

*ALL N/A* 14. 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.

*ALL N/A* 15. 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."

16. 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.

17. 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.

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

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20. 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.

21. 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.

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25. 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.

26. 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.

27. 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.

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

29. 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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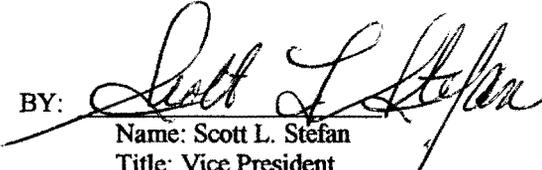
**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

**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:   
Name: Scott L. Stefan  
Title: Vice President  
Date:

ATTEST:

CARRIE E. WARD, CITY CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
DEPARTMENT DIRECTOR

DATE: 4/7/03



EXHIBIT A

March 28, 2003

L. John Samadi  
City of Riviera Beach  
600 West Blue Heron Blvd  
Riviera Beach, Florida 33404

Re: Avenue U – Martin Luther King Jr. to West 18<sup>th</sup> St.

Dear Mr. Samadi,

We appreciate the opportunity to work with your office again, this time on the Avenue U project. As you are aware from the 25<sup>th</sup> street beautification project, Municipal Lighting Systems, Inc. is the sole source provider in South Florida for the manufacturing companies of Lumec, Ameron and Vertex. The sole source letters should be on file in your office. The pricing and specifications for the material to be provided is as follows:

**LUMEC:** (Luminaire with Photoelectric Cell)  
Catalog #: 175MH-AT50-SSA3M-ACDR-VOLTS-GN3-TX-GR-CR30-PH

**AMERON:** (Decorative Concrete Pole)  
Catalog #: VER6.1 (413)T6MOD, Tenon Size 4" diameter by 9" long, Amershield Anti-Graffiti Coating, paint top collar & tenon green GN3. This pole will include two banner arm inserts. Two (2) banner arms will be included.

**VERTEX CO.:** (Luminaire Bracket)  
Catalog #: NM-1A-GN3-TX

**Price per assembly: \$2,399.00**

**Quantity: 27**

**Total price: \$64,773.00**

Notes:

1. Freight is included.
2. Lamps, 175- watt metal halide, are included.
3. Lead-time 10-12 weeks.
4. Terms net 30 days.
5. Unloading of material is not included. Contractor or City must have equipment at site to unload material.

For continuation see page 2

Miami-Dade  
300 Coral Way  
Suite 300  
Miami, FL 33145  
Tel: (305) 858-3434  
Fax: (305) 858-3435

Orlando Beach  
107 South 57th Ave.  
Orlando  
Lake Worth, FL 33463  
Tel: (561) 641-5301  
Fax: (561) 641-5302



Page 2

Again, thank you for allowing Municipal Lighting Systems, Inc. the opportunity to be part of the team on this beautification project.

Should you have any questions or need additional information please telephone me at the Lake Worth office at 561-641-5301 or by cell phone at 954-401-5314.

Sincerely,

Scott L. Stefan  
V.P. Municipal Lighting Systems, Inc.

**Miami-Dade**  
1300 Coral Way  
Suite 300  
Miami, FL 33145  
Tel: (305) 858-3434  
Fax: (305) 858-3435

**Palm Beach**  
7 South 57th Ave.  
201  
Lake Worth, FL 33463  
Tel: (561) 641-5301  
Fax: (561) 641-5302

RESOLUTION NO. 81-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$10,348.55 FOR THE LEO LANE TRAFFIC SIGNAL PROJECT AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE THE FINAL PAYMENT TO DESIGNED TRAFFIC INSTALLATION COMPANY FROM ACCOUNTS NUMBER 143-0714-5410-6301 AND 307-0716-5410-5302 (\$2,369.30) AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has entered into a contract with Designed Traffic Installation Company to install a traffic signal on Military Trail at Leo Lane; and

**WHEREAS**, the field conditions necessitated changes in the contract quantities to reach the closest available power source in order to complete the installation work.

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

**SECTION 1.** That the City Council hereby approves a change order in the amount of \$10,348.55.

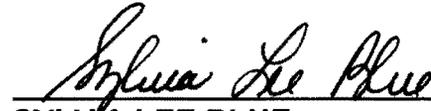
**SECTION 2.** The Mayor and Finance Director are authorized to make the final payment for same from accounts number 143-0714-541-0-6301 and 307-0716-5410-5302 (\$2,369.30).

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

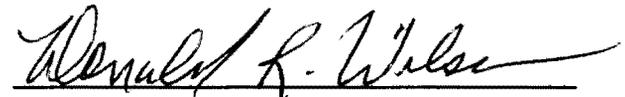
APPROVED:

  
MICHAEL D. BROWN,  
MAYOR

  
DAVID G. SCHNYER  
CHAIRPERSON

  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

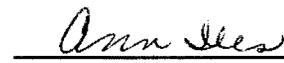
(MUNICIPAL SEAL)

  
DONALD R. WILSON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

absent  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

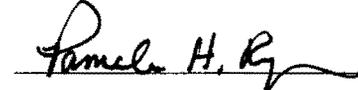
  
ANN ILES  
COUNCILPERSON

MOTIONED BY: S. BLUE

SECONDED BY: A. ILES

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: absent  
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 4/8/03

RESOLUTION NO. 82-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$10,399.75 FOR THE LEO LANE TRAFFIC SIGNAL PROJECT AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE THE FINAL PAYMENT TO PAVE-TECH, INC. FROM ACCOUNT NUMBER 143-0714-5410-6301 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has entered into a contract with Pave-Tech, Inc. for widening the pavement, installing curb and sidewalks associated with the installation of a traffic signal on Military Trail at Leo Lane; and

**WHEREAS**, the field conditions necessitated changes in the contract quantities and additional work in order to comply with the handicap requirements.

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

**SECTION 1.** That the City Council hereby approves a change order in the amount of \$10,399.75

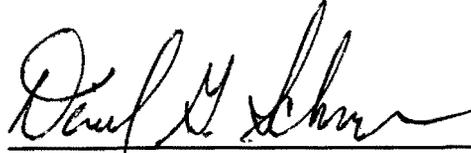
**SECTION 2.** The Mayor and Finance Director are authorized to make the final payment for same from account number 143-0714-541-0-6301.

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

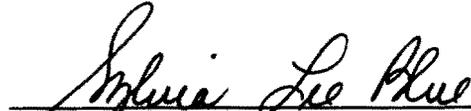
APPROVED:



MICHAEL D. BROWN,  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON



SYLVIA LEE BLUE  
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON  
COUNCILPERSON

ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

absent

ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

MOTIONED BY: S. BLUE

SECONDED BY: A. ILES

D. SCHNYER: aye

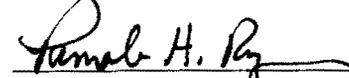
S. BLUE: aye

D. WILSON: aye

E. WADE: absent

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/8/03

RESOLUTION NO. 83-03

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF RIVIERA BEACH, PALM  
BEACH COUNTY, FLORIDA, ACCEPTING  
THE AUDIT FOR FISCAL YEAR ENDING  
SEPTEMBER 30, 2002.**

**WHEREAS**, the City of Riviera Beach is required to have an independent audit completed every year; and

**WHEREAS**, the City entered into a four year agreement with Haas, Diaz/Rachlin, Cohen, & Holtz Certified Public Accountants & Consultants to perform the audit services; and

**WHEREAS**, the Auditors have performed an examination of the general purpose financial statements of the City of Riviera Beach for the year ending September 30, 2002, in order to express an opinion on the fairness with which they present the financial position and the results of operations in conformity with generally accepted governmental accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

**WHEREAS**, in all material respects, the primary government financial statements present fairly, the financial position of the primary government of the City of Riviera Beach as of September 30, 2002.

**WHEREAS**, in addition to the Financial Statements, the audit also includes a report on compliance for major Federal and State awards, a report on Compliance and Internal Control over Financial Reporting and the Management Letter which identifies any management weaknesses observed and offers recommendations for changes in accounting and other procedures if needed.

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

**SECTION 1.** That the City Council hereby accepts the annual audit for fiscal year ending September 30, 2002.

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

**PASSED AND APPROVED** this 16th day of April, 2003.

RESOLUTION NO. 83-03

PAGE 2

APPROVED:



MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)



DAVID G. SCHNYER  
CHAIRPERSON



SYLVIA LEE BLUE  
CHAIR PRO-TEM



DONALD R. WILSON  
COUNCILPERSON

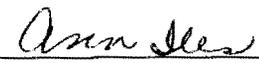
ATTEST:

absent

ELIZABETH "LIZ" WADE  
COUNCILPERSON



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



ANN ILES  
COUNCILPERSON

MOTIONED BY: S. BLUE

SECONDED BY: A. ILES

D. SCHNYER aye

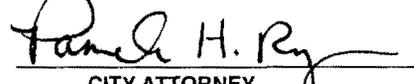
S. BLUE aye

D. WILSON aye

E. WADE absent

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 3/25/03

BY: \_\_\_\_\_  
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 84-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING SUPPLEMENTAL FUNDS IN THE AMOUNT OF \$225,000 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EXECUTIVE OFFICE FOR WEED AND SEED FOR THE FOUR COMPONENTS OF WEED AND SEED, WHICH ARE LAW ENFORCEMENT, COMMUNITY POLICING, PREVENTION, INTERVENTION AND TREATMENT AND NEIGHBORHOOD RESTORATION; ALSO AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME.**

**WHEREAS, the Department of Justice, Office of Justice Programs, under the Executive Office for Weed and Seed has a grant program; and**

**WHEREAS, the City of Riviera Beach applied to the Department of Justice, Executive Office for Weed and Seed to fund activities under the four components of the Weed and Seed Program; and**

**WHEREAS, the City has been awarded supplemental grant funds in the amount of \$225,000 for the period October 1, 2001 to April 30, 2004.**

**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 accepts the supplemental grant funds from the Weed and Seed Grant Program.**

**SECTION 2. The City Manager is authorized to execute the supplemental grant agreement.**

**SECTION 3 The Finance Director is authorized to set up a budget for the same.**

**SECTION 4. This resolution shall take effect immediately upon its passage.**

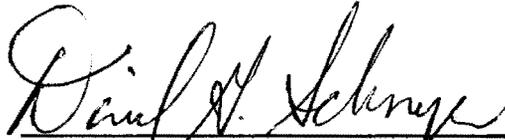
RESOLUTION NO. 84-03  
PAGE 2

PASSED AND APPROVED this 16th day of APRIL, 2003.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

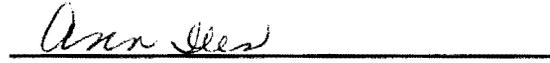
(MUNICIPAL SEAL)

  
DAVID G. SCHNYER, CHAIRPERSON

  
SYLVIA L. BLUE, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
ANN ILES

  
CARRIE E. WARD, MMC  
CITY CLERK

absent  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: A. ILES

D. SCHNYER aye

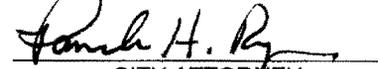
S. BLUE aye

D. WILSON aye

ANN ILES aye

E. WADE absent

REVIEWED FOR LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 4/4/03

RESOLUTION NO. 85-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PALM BEACH COUNTY RECREATION ASSISTANCE AGREEMENT FOR THE FUNDING OF THE "HEALTHY EARTH AND OCEAN FAIR" AND "GETTING TO KNOW LAKE WORTH LAGOON" ENVIRONMENTAL AWARENESS PROGRAMS. AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE FUNDING AGREEMENT ON BEHALF OF THE CITY WITH PALM BEACH COUNTY; AUTHORIZING THE FINANCE DIRECTOR TO APPLY FUNDS TO ACCOUNT NUMBER 420-0000-543-0-5201 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach Municipal Marina held an environmental awareness fair entitled "Healthy Earth and Ocean Fair" and "Getting to Know Lake Worth Lagoon" on April 20, through August 2, 2001; and

**WHEREAS**, the Municipal Marina requests City Council to approve funding agreement with Palm Beach County for reimbursement of funds expended; and

**WHEREAS**, the Municipal Marina plans to host similar environmental related activities on an annual basis; 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 approves the funding agreement with Palm Beach County.

**SECTION 2.** The Finance Director is authorized to increase Marina budget in an amount not to exceed \$4,238 to account No. 420-0000-543-0-5201

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

RESOLUTION NO. 85-03

PAGE 2

PASSED AND APPROVED this 7th day of May 2003.

APPROVED:

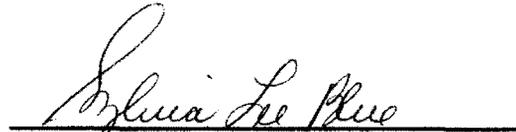


MICHAEL D. BROWN,  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON

(MUNICIPAL SEAL)

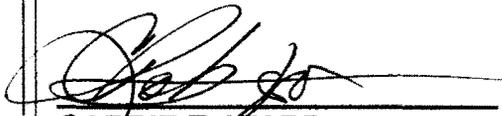


SYLVIA LEE BLUE  
CHAIR PRO-TEM

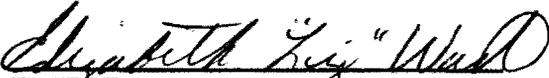
ATTEST:



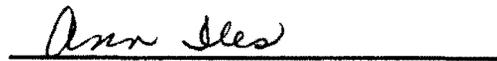
DONALD R. WILSON  
COUNCILPERSON



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

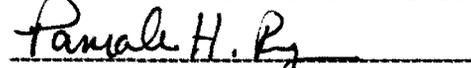


ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/29/03

RESOLUTION NO. 85-03  
PAGE 3

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D.SCHNYER aye

S.BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

**RESOLUTION NO. 86-03**

**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 FIRST AMENDMENT TO THE AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT FOR AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT IN THE AMOUNT OF TWO MILLION DOLLARS FOR IMPROVEMENTS TO US HIGHWAY ONE ON BEHALF OF MILLENIUM LUXURY COACH AND YACHTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City submitted an application for an Economic Development Transportation Fund (EDTF) Grant to the State of Florida, Office of Tourism, Trade, and Economic Development on behalf of Millenium Luxury Coach and Yachts; and

**WHEREAS**, the City was awarded an EDTF grant for Two Million Dollars for improvements to US Highway One; and

**WHEREAS**, the City requested the State of Florida, Office of Tourism, Trade and Economic Development (OTTED) to modify the timetables for development in the grant agreement; and

**WHEREAS**, OTTED has submitted to the City an amendment to the executed agreement; and

**WHEREAS**, the City is desirous of entering into an Amendment to the Agreement to extend the timetables of development.

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

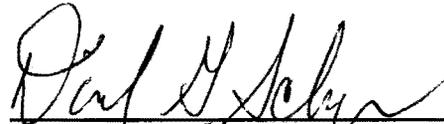
**Section 1.** The City Council hereby authorizes the Mayor and City Clerk to execute an Amendment to the Agreement with the State of Florida, Office of Tourism, Trade, and Economic Development for an EDTF grant in the amount of Two Million Dollars for improvements to US Highway One on behalf of Millilenium Luxury Coach and Yachts.

**Section 2.** This resolution shall take effect immediately upon its approval.

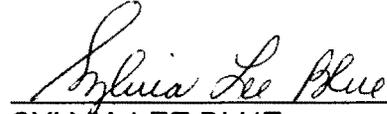
PASSED AND APPROVED this 7th day of May, 2003

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
DAVID G. SCHNYER,  
CHAIRPERSON

(MUNICIPAL SEAL)

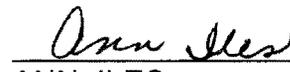
  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

  
DONALD R. WILSON  
COUNCILPERSON

ATTEST:

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
ANN ILES  
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: aye  
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICENCY

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

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

**STATE OF FLORIDA**  
**OFFICE OF THE GOVERNOR**  
***ECONOMIC DEVELOPMENT TRANSPORTATION FUND***

**AMENDMENT 1**

This First Amendment to OTTED Agreement OT02-071 (Agreement) is made and entered into this 30 day of May, 2003, by and between the Office of Tourism, Trade, and Economic Development (OTTED) and City of Riviera Beach (City) on behalf of Millennium Luxury Coach & Yachts (EDTF Business). A copy of the original Agreement is hereby attached and incorporated as "Exhibit 1" to this Amendment. OTTED and the City are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

This Amendment is entered into for the purpose of modifying certain provisions relating to the Agreement;

In consideration of the mutual promises and agreements contained herein and pursuant to Article 20.0 of the Agreement, the parties agree as follows:

**1. Article 2.0 is hereby deleted and replaced by the following:**

**2.0 TERM:** The term of this Agreement shall commence upon execution and continue through March 12, 2007, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the agreement are eligible for reimbursement.

**2. Article 6.0(b) is hereby deleted and replaced by the following:**

(b) The City shall certify to OTTED that the EDTF Business referred to in Section 1.0 above has secured the necessary permits, including but not limited to, building permits, and initiated vertical construction of the facilities referenced. If the City fails to provide such certification to OTTED by July 14, 2003, OTTED may, at its discretion, terminate this Agreement;

**3. Article 6.3 is hereby deleted and replaced by the following:**

**6.3 USE OF FUNDS:** Funds made available by OTTED pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for, including but not limited to, the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against OTTED, for the administration of the project fund, or costs associated with preparation of the application.

**4. Article 14.0 is hereby deleted and replaced by the following:**

**14.0 INDEPENDENT CAPACITY:** The City shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. The City agrees to take such steps necessary to ensure that each subcontractor of the City will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State.

The City will not pledge the State's credit or make OTTED a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**5. Article 15.0 is hereby deleted and replaced by the following:**

**15.0 COMMENCEMENT:** Unless terminated earlier, the construction of the Project shall commence no later than July 14, 2003, and shall be completed on or before March 10, 2006.

OTTED shall have the immediate option to terminate this Agreement should the City fail to meet either of the above-required dates.

**6. Article 27.0 is hereby deleted and replaced by the following:**

**27.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an appropriation by the Legislature. In the event of a State revenue shortfall, the total grant may be reduced accordingly. OTTED shall be the final determiner of the availability of funds.

**7. Article 28.0 is hereby deleted and replaced by the following:**

**28.0 PUBLIC ENTITY CRIME:** The City affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the City been convicted of a Public Entity Crime. The City agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement

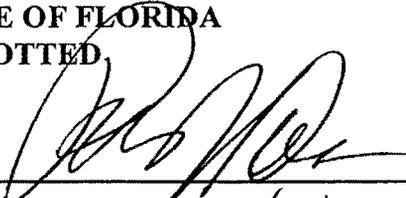
**8. This Amendment is not intended to increase the maximum amount that may be paid to the City under the original Agreement.**

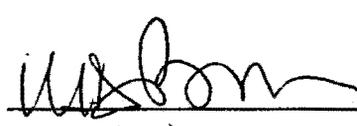
**9. The Parties reaffirm all portions of Exhibit 1 not in conflict with this Amendment. Performance in accordance with this Amendment will be considered performance of the Agreement.**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
EOG/OTTED

CITY OF RIVIERA BEACH

BY: 

BY: 

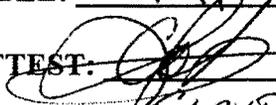
DATE: 5/30/03

DATE: 5/14/03

TITLE: Director

TITLE: MAYOR

ATTEST: Wm A. Greenwood

ATTEST: 

CLAUDENE L. ROBINSON  
DEPUTY CITY CLERK

RESOLUTION NO. 87-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION, WHICH IS ESTIMATED IN THE AMOUNT OF \$64,804 TO PARTICIPATE IN THE DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 09-AUGUST 1, 2003 AND, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AGREEMENT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$64,804 IN THE SUMMER FOOD GRANT FUND (137), AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach Recreation Department provides an annual Summer program for up to 600 youths ages 5 to 13; and

**WHEREAS**, the City is desirous of offering free nutritious meals to all participants of the Summer Camp Program; and

**WHEREAS**, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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

**SECTION 1.** That the City Council hereby approves the submission of the Grant Application, which is estimated in the amount of \$64,804 to Participate in the Department of Education Summer Food Service Program to subsidize the cost of meals, served during the operation of the Summer Youth Program.

**SECTION 2.** That the Mayor and City Clerk execute the Agreement on behalf of the City of Riviera Beach for compliance with the Grant application.

**SECTION 3.** That the Finance Director is authorized to set up a budget in the Summer Food Grant Fund as follows:

**REVENUE**

137-00-334516

Summer Food Grant 2003

\$64,804

RESOLUTION NO. 87-03

PAGE 2

**EXPENDITURES**

137-1232-572-0-1201	Salaries	\$31,946
137-1232-572-0-3406	Contract Services	\$32,058
137-1232-572-0-5201	Operational Supplies	\$ 800
		<u>\$64,804</u>

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

PASSED AND APPROVED this 7th day of May 2003.

APPROVED:

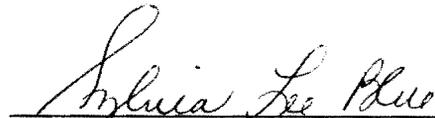


MICHAEL D. BROWN  
MAYOR



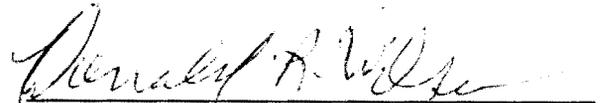
DAVID G. SCHNYER  
CHAIRPERSON

(MUNICIPAL SEAL)

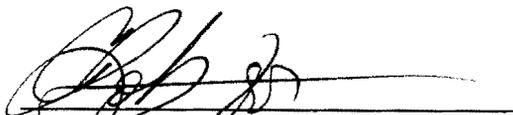


SYLVIA LEE BLUE  
CHAIR PRO-TEM

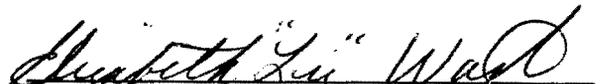
ATTEST:



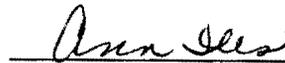
DONALD R. WILSON  
COUNCILPERSON



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

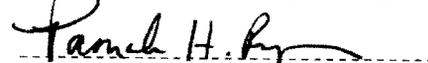


ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/25/03

JLW/sdb  
4/24/2003

RESOLUTION NO. 87-03  
PAGE -3-

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

JLW/sdb  
4/24/2003

RESOLUTION NO. 88-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF ONE LEEBOY MODEL 400T TANDEM STEEL DRUM ROLLER FROM RINGHAVER EQUIPMENT CO. IN THE AMOUNT OF \$28,962.00 FOR THE REPLACEMENT OF A DEADLINED ROLLER; PAYMENT TO BE MADE FROM THE CAPITAL PROJECTS FUND ACCOUNT NO. 305-1127-5410-6405; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Public Works Department's roller is in need of replacement; and

**WHEREAS**, Ringhaver Equipment Co. is the sole distributor of this type of roller with self contained trailer in this area; and

**WHEREAS**, the City Council approved funding for a new roller in the previous fiscal year with these funds being rolled over to this fiscal year.

**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 staff to purchase one Leeboy Model 400T tandem steel drum roller in the amount of \$28,962.00 from Ringhaver Equipment Co., the sole distributor of these type rollers in this area.

**SECTION 2.** That the City Council authorizes the Mayor and Finance Director to pay this amount from the General Purchase Account No. 305-1127-5410-6405.

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

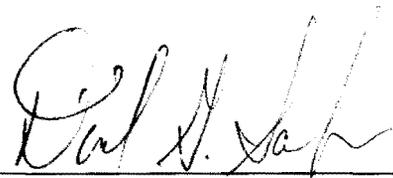
PASSED AND APPROVED this 7th day of May, 2003 .

RESOLUTION NO. 88-03  
PAGE 2.

APPROVED:



MICHAEL D. BROWN,  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON

(MUNICIPAL SEAL)

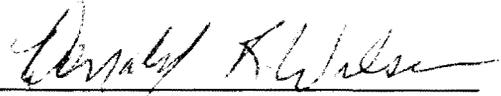
ATTEST



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



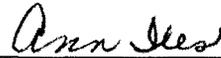
SYLVIA LEE BLUE  
CHAIR PRO-TEM



DONALD R. WILSON  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

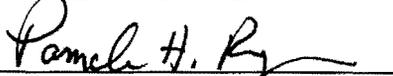
S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA HANNA RYAN, CITY ATTORNEY

DATE: 4/23/03

RESOLUTION NO. 89-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE LAW ENFORCEMENT TRUST FUND COMMITTEE; APPROVING THE AWARD OF A TOTAL OF \$13,100.00 TO TWELVE (12) ORGANIZATIONS AS SPECIFIED HEREIN; APPROPRIATING FUND BALANCE IN THE AMOUNT OF \$13,100.00; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENTS FOR SAME FROM THE GRANTS AND AIDS ACCOUNT NUMBER 150-0817-521-0-8301; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established an advisory board to review applications and offer recommendations to the City Council for distributing funds in the Law Enforcement Trust Fund Account; and

WHEREAS, the Law Enforcement Trust Fund Committee met on several occasions to review the applications; and

WHEREAS, the Law Enforcement Trust Fund Committee recommends that all twelve (12) organizations receive monetary awards from the Law Enforcement Trust Fund; and

WHEREAS, as a condition of accepting this award, each organization will sign an Agreement to insure compliance of its intended use in accordance with the City's Policy and Procedure and Florida State Statute, Section 932.7055.

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

**Section 1:** The above recitations are true and hereby incorporated herein.

**Section 2:** The City Council accepts the recommendations of the Law Enforcement Trust Fund Committee to grant awards from the Law Enforcement Trust Fund Account to the following organizations:

NEW BETHEL MISSIONARY BAPTIST CHURCH	\$ 500.00
BMW'S, INC.	\$ 600.00
REACHING UNTO THE PEOPLE	\$1,000.00
CHILDRENS HOME SOCIETY OF FLORIDA	\$1,000.00
THE REACHER'S	\$1,000.00
JUNIOR GOLF & ACADEMICS OF AMERICA	\$1,000.00
SUNCOAST HIGH SCHOOL ATHLETICS DEPT.	\$1,000.00
NEW BEGINNINGS	\$1,000.00
DELTA SIGMA THETA, INC.	\$1,000.00
CRIME PREVENTION	\$1,000.00
J.A.Y. OUTREACH MINISTRIES	\$2,000.00
GIRLS WORLD SPORTS, INC.	\$2,000.00

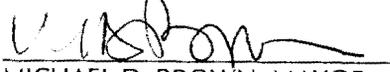
**Section 3:** That the City Council approve payment to each organization in the designated amount payable from the Law Enforcement Trust Fund Account Number 150-0817-521-0-8301, and authorized the Mayor and the Finance Director to make payment from same; said funds to be distributed after each organization signs a Letter of Agreement.

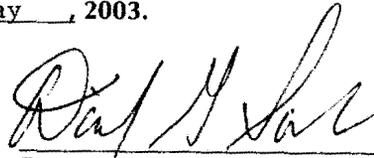
**Section 4:** That the City Council approve appropriating Fund Balance in the amount of \$13,100.00, and increasing the Grants and Aids Account Number 150-0817-521-0-8301 by \$13,100.00.

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

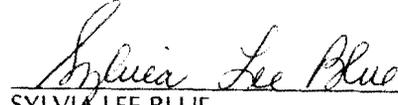
PASSED AND APPROVED this 7th day of May, 2003.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

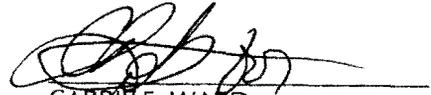
[MUNICIPAL SEAL]

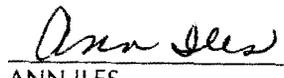
  
SYLVIA LEE BLUE,  
CHAIRPERSON PRO-TEM

ATTEST:

  
DONALD R. WILSON  
Council Person

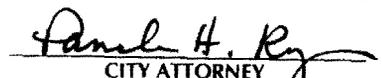
  
ELIZABETH "LIZ" WADE  
Council Person

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
ANN ILES  
Council Person

- MOTIONED BY : D. Wilson
- SECONDED BY: A. Iles
- D. SCHNYER aye
- S. BLUE aye
- D. WILSON aye
- E. WADE aye
- A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 4/25/03

RESOLUTION NO. 90-03

**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 BETWEEN EXPERIENCE WORKS (SENIOR WORKFORCE SOLUTIONS) AND THE CITY OF RIVIERA BEACH FOR IMPLEMENTATION OF THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM.**

**WHEREAS**, it has been brought to the attention of the City of Riviera Beach to participate in an Experience Works Program; and

**WHEREAS**, this Experience Works Program mission is to put the experience of older individuals and others to work; and

**WHEREAS**, Experience Works will also strengthen families, communities and our nation; and

**WHEREAS**, the City of Riviera Beach will not be responsible for compensation and other benefits to the participants; and

**WHEREAS**, the participants of the Experience Work Program will receive their salary and other benefits directly through the Program which is administered by Experience Works, Inc.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute on behalf of the City, an Agreement between Experience Works (Senior Workforce Solutions) and the City of Riviera Beach for implementation of the Senior Community Service Employment Program.

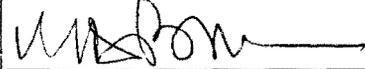
**SECTION 2.** A copy of said Agreement with Addendums are attached hereto and made a part of the Resolution.

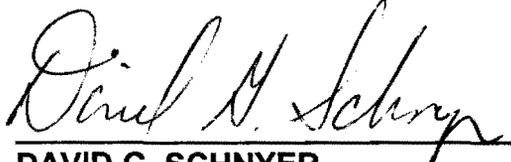
**SECTION 3.** This Resolution shall take effect upon its passage and adoption.

RESOLUTION NO. 90-03  
PAGE 2.

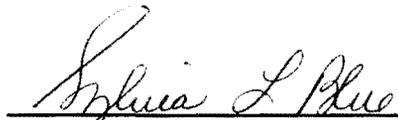
PASSED AND ADOPTED this 7th day of May 2003.

APPROVED:

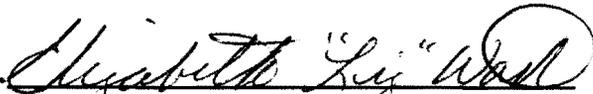
  
MICHAEL D. BROWN  
MAYOR

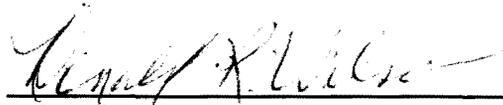
  
DAVID G. SCHNYER  
CHAIRPERSON

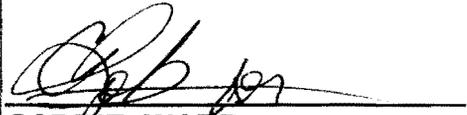
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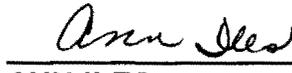
  
SYLVIA L. BLUE  
CHAIRPERSON PRO TEM

ATTEST:

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
DONALD R. WILSON  
COUNCILPERSON

  
CARRIE WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

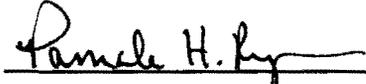
  
ANN ILES  
COUNCILPERSON

Motioned By: D. Wilson

Seconded By: A. Iles

D. SCHNYER                       aye  
S. BLUE                           aye  
E. WADE                          aye  
D. WILSON                        aye  
A. ILES                            aye

REVIEWED FOR LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/29/03

**RESOLUTION NO. 91-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND ACCEPTING \$34,604 IN STATE AID FUNDS FROM THE FLORIDA STATE DEPARTMENT, DIVISION OF LIBRARY AND INFORMATION SERVICES, TO ENCOURAGE THE ESTABLISHMENT AND DEVELOPMENT OF ENHANCED LIBRARY SERVICES AND INCREASING THE BUDGET FOR SAME.**

**WHEREAS**, the City of Riviera Beach Public Library, became a member of the Library Cooperative of the Palm Beaches to provide enhanced library services for users; and

**WHEREAS**, each of the member Libraries will receive a State Aid Grant as authorized under Chapter 257.14-257.25, Florida Statutes; and

**WHEREAS**, the City's Library will receive \$34,604 to enhance Library services for its citizens.

**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 the Mayor and Finance Director to accept the \$34,604 which is the net figure after deducting the cost recovery and licensing fee to Palm Beach County, from the Florida State Department, Division of Library and Information Services.

**SECTION 2:** That the City Council authorizes the Finance Director to increase the budget as follows:

<u>Revenues</u>		
001-334-703	State Aid Library Cooperative	\$34,604
<u>Expenditures</u>		
001-1336-5710-1201	Regular Salaries & Wages	\$ 5,604
001-1336-5710-6404	Office Equip. & Furniture	\$29,000

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

PASSED and ADOPTED this 7th day of May 2003.

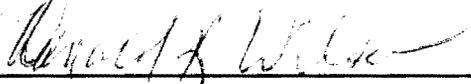
APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
DAVID G. SCHNYER  
CHAIRPERSON

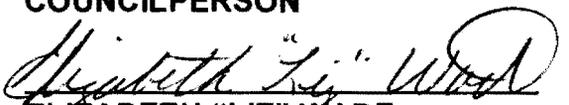
  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

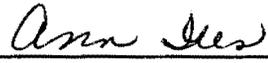
  
DONALD R. WILSON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

MASTER MUNICIPAL CLERK  
CITY CLERK

  
ANN ILES  
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

S. BLUE aye

D. WILSON aye

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

E. WADE aye

A. ILES aye

AGS:jj 04/22/03

Date: 4/29/03

RESOLUTION NO. 92-03

**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 THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR A PLANNING AND DESIGN GRANT FOR SR 710 IN THE AMOUNT OF \$297,392; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City submitted an application for a Planning and Design Grant to the State of Florida, Department of Transportation; and

**WHEREAS**, the City was awarded a Planning and Design Grant in the amount of \$297,392 for SR 710; and

**WHEREAS**, the City is desirous of improving transportation facilities in the City; and

**WHEREAS**, the purpose of the Planning and Design Grants is to provide monetary assistance to cities to assist in improving their transportation facilities; and

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

**Section 1.** The City Council hereby authorizes the Mayor and City Clerk to execute an agreement with the State of Florida, Department of Transportation for a Planning and Design grant in the amount of \$297,392.

**Section 2.** This resolution shall take effect immediately upon its approval.

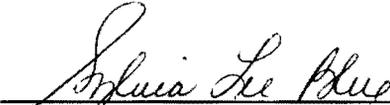
**PASSED and APPROVED** this 7th day of May 2003.

APPROVED:

  
MICHAEL D. BROWN,  
MAYOR

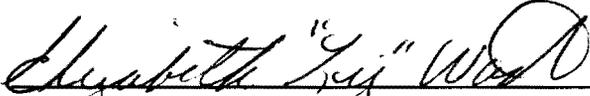
  
DAVID G. SCHNYER,  
CHAIRPERSON

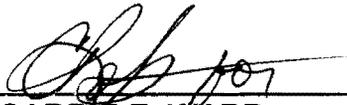
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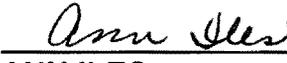
  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON,  
COUNCILPERSON

  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
ANN ILES  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

Date 4/29/03

RESOLUTION NO. 93-03

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 INTERLOCAL AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY TO IMPLEMENT A PLANNING AND DESIGN GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF 297,392 DOLLARS FOR PLANNING AND DESIGN OF PORTIONS OF SR 710; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida, Department of Transportation, has awarded the City of Riviera Beach a Planning and Design Grant in the amount of \$297,392 for SR 710; and

**WHEREAS**, the CRA, has been the lead agency in requesting the grant from the Department of Transportation; and

**WHEREAS**, the City is desirous of allowing the CRA to implement and manage the improvements associated with the SR 710 Planning and Design Grant; and

**WHEREAS**, the City will still be responsible for the grant reporting documents.

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

**Section 1.** The City Council hereby authorizes the Mayor and City Clerk to execute an interlocal agreement with the Community Redevelopment Agency (CRA) for the implementation and management of the improvements associated with the \$297,392 SR 710 Planning and Design Grant to the CRA.

**Section 2.** This resolution shall take effect immediately upon its approval.

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

*David G. Schnyer*  
DAVID G. SCHNYER,  
CHAIRPERSON

[MUNICIPAL SEAL]

*Sylvia Lee Blue*  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

ATTEST:

*Donald R. Wilson*  
DONALD R. WILSON  
COUNCIL PERSON

*Elizabeth "Liz" Wade*  
ELIZABETH "LIZ" WADE  
COUNCIL PERSON

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

*Ann Iles*  
ANN ILES  
COUNCIL PERSON

MOTIONED BY: S. Blue  
SECONDED BY: A. Iles

D. SCHNYER aye  
S. BLUE aye  
D. WILSON aye  
E. WADE aye  
A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela Hanna Ryan*  
PAMALA HANNA RYAN  
CITY ATTORNEY

Date 4/29/03

RESOLUTION NO. 94-03

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 ONE (1) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES TO THE PORT OF PALM BEACH; AUTHORIZING THE FINANCIAL DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN AN AMOUNT OF \$24,931.00 FOR THE TOTAL AMOUNT OF \$99,724.00; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, at this time, the Port of Palm Beach is in need of police services to meet the minimum standards of Florida Statutes Section 311.12, relating to seaport security; and

**WHEREAS**, the City of Riviera Beach is willing and able to provide these needed services to the Port of Palm Beach for a reasonable fee; and

**WHEREAS**, the effective date of this interlocal agreement shall be that date on which the last party has executed this agreement.

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

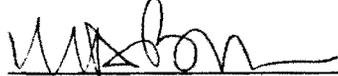
**Section 1:** The Mayor and City Clerk are authorized to execute an interlocal agreement with the Port of Palm for the provision of police services.

**Section 2:** The Finance Director is authorized to accept payment in the quarterly amount of \$24,931.00, totaling \$99,724.00 per year for the provision of police services.

**Section 3:** That this resolution shall take effect upon its passage by the City Council.

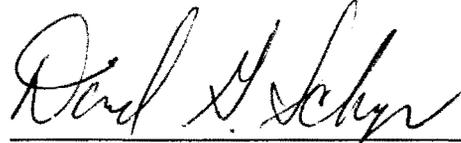
PASSED and APPROVED this 7th day of May, 2003.

APPROVED:

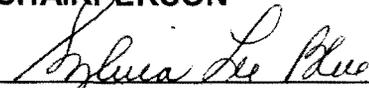


MICHAEL D. BROWN,  
MAYOR

[MUNICIPAL SEAL]

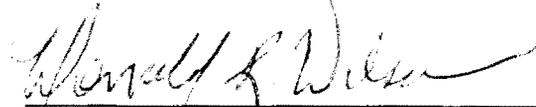


DAVID G. SCHNYER,  
CHAIRPERSON

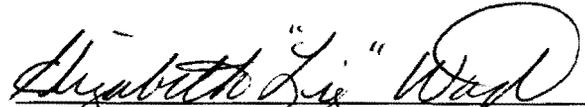


SYLVIA LEE BLUE,  
CHAIRPERSON PRO-TEM

ATTEST:



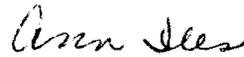
DONALD R. WILSON  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



ANN ILES  
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER: aye

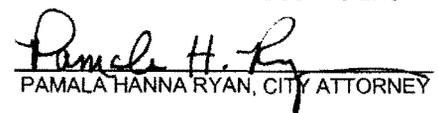
S. BLUE: aye

D. WILSON: out

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/6/03

**RESOLUTION NO. 95-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE 2002-2003 BUDGET OF THE MARINA BE AMENDED BY DELETING ONE (1) CLASSIFIED CUSTOMER SERVICE CLERK AND ADDING THE CLASSIFIED POSITION OF DOCKMASTER AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Municipal Marina currently has two (2) classified positions of Customer Service Clerk positions and one (1) classified Dockmaster position; and

**WHEREAS**, the Municipal Marina requests deletion of one (1) Customer Service Clerk position; and

**WHEREAS**, the Municipal Marina requests the addition of one (1) Dockmaster position for a total of two (2) Dockmaster positions; and

**WHEREAS**, one (1) Dockmaster position will perform the duties in Wet Storage and the newly created Dockmaster position will perform the duties of Dry Storage.

**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 Marina Department Budget be amended by deleting one (1) Customer Service Clerk position as follows:

<u>SALARY SCHEDULE</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>SALARY</u>
General	Customer Service Clerk	5	\$21,019- \$32,580

**SECTION 2.** That the Marina Department Budget be amended by adding one (1) Dockmaster position as follows:

<u>SALARY SCHEDULE</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>SALARY</u>
Supervisor/ Confidential	Dockmaster	12	\$29,969 \$46,452

RESOLUTION NO. 95-03  
PAGE -2-

**SECTION 3.** That the City Council approves the Marina Department amended 2002-2003 Budget.

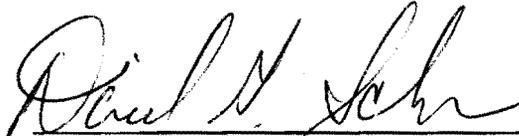
**SECTION 4.** That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 7th day of May 2003.

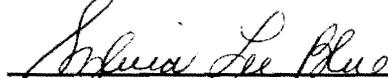
APPROVED:



MICHAEL D. BROWN  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON

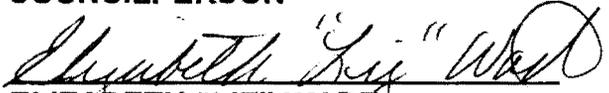


SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:



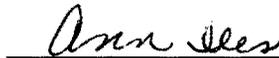
DONALD R. WILSON  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



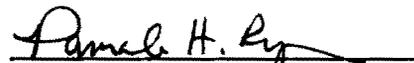
ANN ILES  
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER            aye  
S. BLUE                aye  
D. WILSON             aye  
E. WADE               aye  
A. ILES                 aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 4/25/03

**RESOLUTION NO. 96-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING TOTAL SETTLEMENT OF THE MATTER OF CRAIG CUMMINGS V. CITY OF RIVIERA BEACH AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$90,000 AS COMPLETE AND FINAL SETTLEMENT OF INDEMNITY COMPENSATION, FURTHER LIABILITY FOR FUTURE MEDICAL CARE AND REHABILITATION TO THE CLAIMANT, INCLUSIVE OF ATTORNEY'S FEES AND COSTS; FURTHER AUTHORIZING THE CITY'S INSURANCE ADMINISTRATORS, GALLAGHER BASSETT SERVICES, TO PAY THIS AMOUNT TO THE CLAIMANT/CLAIMANT'S ATTORNEY FROM THE CITY'S LOSS FUND ACCOUNT NUMBER 602-0539-513-0-1405.**

**WHEREAS**, Mr. Craig Cummings suffered an on the job injury May 13, 1999; and

**WHEREAS**, Mr. Cummings has continuously obtained medical care over the past 3 years for his workers' compensation injury; and

**WHEREAS**, the City's Workers' Compensation Attorney and the City's Insurance Administrator have agreed that the City should settle this claim.

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

**SECTION 1.** That the City Council hereby authorizes settlement in the matter of Craig Cummings v. City of Riviera Beach for payment of indemnity compensation, further liability for future medical care and rehabilitation to the claimant, inclusive of Attorney's fees and costs of the Workers' Compensation claim in the total amount of \$90,000.

**SECTION 2.** That the Insurance Administrator, Gallagher Bassett Services, is hereby authorized to make payment from the City's Loss Fund in the amount of \$90,000.

**SECTION 3.** That the settlement amount of \$90,000 shall be paid from the City's Workers' Compensation Settlement Account No. 602-0539-513-0-1405.

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

RESOLUTION NO. 96-03

PAGE -2-

PASSED AND ADOPTED this 7th day of May, 2003.

APPROVED:

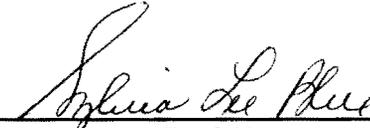


**MICHAEL D. BROWN  
MAYOR**



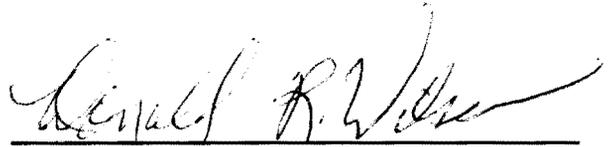
**DAVID SCHNYER  
CHAIRPERSON**

(MUNICIPAL SEAL)

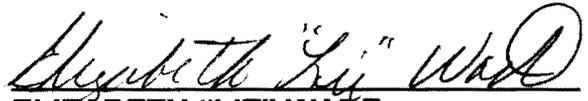


**SYLVIA LEE BLUE  
CHAIRPERSON PRO-TEM**

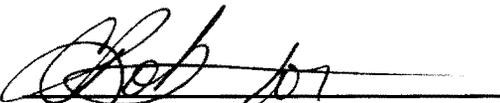
ATTEST:



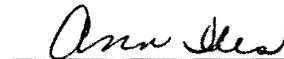
**DONALD R. WILSON  
COUNCILPERSON**



**ELIZABETH "LIZ" WADE  
COUNCILPERSON**



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



**ANN ILES  
COUNCILPERSON**

REVIEWED AS TO LEGAL SUFFICIENCY



**PAMALA HANNA RYAN, CITY ATTORNEY**

DATE: 4/28/03

RESOLUTION NO. 96-03  
PAGE -3-

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

RTL/cw/04/04/03

RESOLUTION NO. 97-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING TOTAL SETTLEMENT OF THE MATTER OF DOUGLAS LUNDY V. CITY OF RIVIERA BEACH AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$250,000 AS COMPLETE AND FINAL SETTLEMENT OF INDEMNITY COMPENSATION, FURTHER LIABILITY FOR FUTURE MEDICAL CARE AND REHABILITATION TO THE CLAIMANT, INCLUSIVE OF ATTORNEY'S FEES AND COSTS; FURTHER AUTHORIZING THE CITY'S INSURANCE ADMINISTRATORS, GALLAGHER BASSETT SERVICES, TO PAY THIS AMOUNT TO THE CLAIMANT/CLAIMANT'S ATTORNEY FROM THE CITY'S LOSS FUND ACCOUNT NUMBER 602-0539-513-0-1405.

**WHEREAS**, Mr. Douglas Lundy suffered an on the job injury November 2, 1999; and

**WHEREAS**, Mr. Lundy has continuously obtained medical care over the past 3 years for his workers' compensation injury; and

**WHEREAS**, the City's Workers' Compensation Attorney and the City's Insurance Administrator have agreed that the City should settle this claim.

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

**SECTION 1.** That the City Council hereby authorizes settlement in the matter of Douglas Lundy v. City of Riviera Beach for payment of the Indemnity Compensation, further Liability for future medical care and rehabilitation to the claimant, inclusive of Attorney's Fees and costs of the Workers' Compensation claim in the total amount of \$250,000.

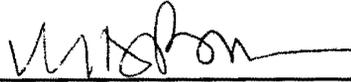
**SECTION 2.** That the Insurance Administrator, Gallagher Bassett Services, is hereby authorized to make payment from the City's Loss Fund in the amount of \$250,000.

**SECTION 3.** That the settlement amount of \$250,000 shall be paid from the City's Workers' Compensation Settlement Account No. 602-0539-513-0-1405.

RESOLUTION NO. 97-03  
PAGE -2-

PASSED AND ADOPTED this 7th day of May, 2003.

APPROVED:

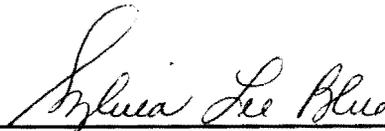


**MICHAEL D. BROWN  
MAYOR**



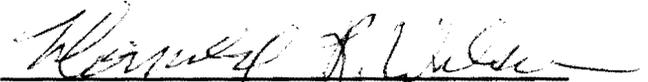
**DAVID SCHNYER  
CHAIRPERSON**

(MUNICIPAL SEAL)

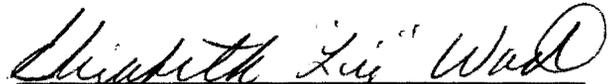


**SYLVIA LEE BLUE  
CHAIRPERSON PRO-TEM**

ATTEST:



**DONALD R. WILSON  
COUNCILPERSON**



**ELIZABETH "LIZ" WADE  
COUNCILPERSON**

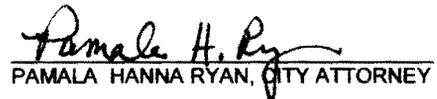


**CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK**



**ANN ILES  
COUNCILPERSON**

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/28/03

RESOLUTION NO. 97-03  
PAGE -3-

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

**RESOLUTION NO. 98-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO ADOPT AND APPROVE A REVISED FEE STRUCTURE FOR SERVICES AT THE RIVIERA BEACH PUBLIC LIBRARY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Library completed a survey of the Libraries in Palm Beach County on the different fees charged to patrons and found that Riviera Beach Library copying fees are lower and there is no fee for Conference or Meeting Rooms; and

**WHEREAS**, the Library Department is recommending that the copying fee is increased and no fee charged for the use of the Conference Room be approved.

**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 approves the revised fee structure for the Library as follows:

<b>Service</b>	<b>Current Fees</b>	<b>New Fees</b>
Overdue Books and Materials	.10 per day	.10 per day
Overdue Videos	\$1.00 per day	\$1.00 per day
Copier Machines	.10 per page	.15 per page
Replacement of lost library cards	\$3.00	\$3.00
Non-Resident Borrower's Fee	3 months - \$9.00 6 months - \$15.00 1 year - \$25.00	3 months - \$9.00 6 months - \$15.00 1 year - \$25.00
Use of Conference Room	\$25.00	No fee

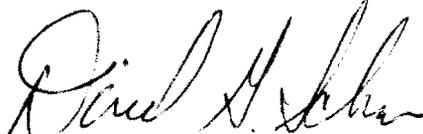
**SECTION 2:** That this resolution shall take effect upon approval by the Riviera Beach City Council.

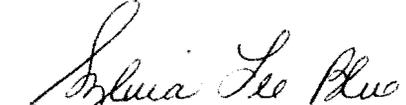
PAGE 2  
RESOLUTION NO: 98-03

PASSED and ADOPTED this 7th day of May 2003.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
DAVID G. SCHNYER  
CHAIRPERSON

  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

  
DONALD R. WILSON  
COUNCILPERSON

ATTEST:

  
CARRIE E. WARD

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

MASTER MUNICIPAL CLERK  
CITY CLERK

  
ANN ILES  
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

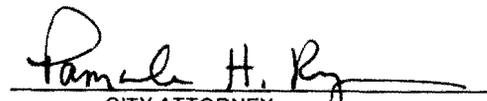
S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

AGS:jj 04/22/03

Date: 4/29/03

**RESOLUTION NO. 99-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO ASTALDI CONSTRUCTION CORPORATION IN THE AMOUNT OF \$108,428.90 FOR RECONSTRUCTION OF AVENUE U AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 307-0716-5410-5302 AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has entered into a contract with Astaldi Construction Corporation for reconstructing Avenue U from Dr. Martin Luther King, Jr. Boulevard to West 15<sup>th</sup> Street; and

**WHEREAS**, the work on Avenue U has been completed in accordance with the plans and specifications.

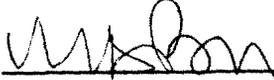
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the work on Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 15<sup>th</sup> Street is hereby accepted.

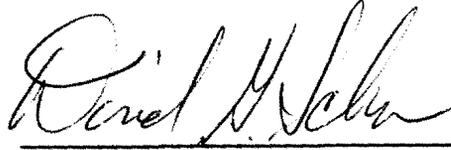
**SECTION 2.** The Mayor and Finance Director are authorized to make the final payment to Astaldi Construction Corporation in the amount of \$108,428.90 from account number 307-0716-541-0-5302.

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

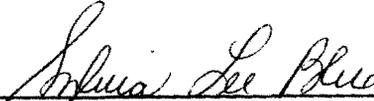
APPROVED:



MICHAEL D. BROWN,  
MAYOR

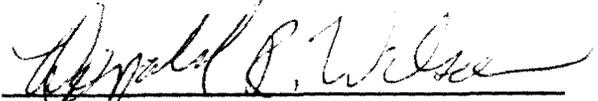


DAVID G. SCHNYER  
CHAIRPERSON



SYLVIA LEE BLUE  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

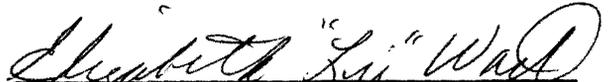


DONALD R. WILSON  
COUNCILPERSON

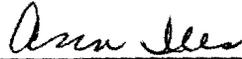
ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



ELIZABETH "LIZ" WADE  
COUNCILPERSON



ANN ILES  
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER: aye

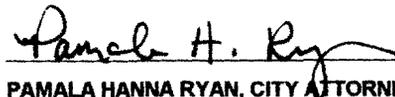
S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/28/03