

RESOLUTION NO. 100-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO CHARLES S. WHITESIDE, INC. IN THE AMOUNT OF \$27,512.25 FOR IMPROVEMENTS ON WEST 25TH STREET BETWEEN AVENUE H AND AVENUE F; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 147-0716-5410-5302 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has entered into a contract with Charles S. Whiteside, Inc. for certain improvements to West 25th Street between Avenue H and Avenue F; and

WHEREAS, the work on West 25th Street 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 West 25th Street between Avenue H and Avenue F, performed by Charles S. Whiteside, Inc., is hereby accepted.

SECTION 2. The Mayor and Finance Director are authorized to make the final payment to Charles S. Whiteside, Inc. in the amount of \$27,512.25 from account number 147-0716-541-0-5302.

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

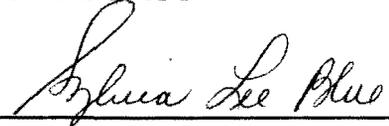
APPROVED:



MICHAEL D. BROWN,
MAYOR

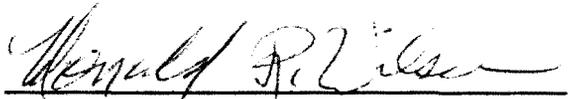


DAVID G. SCHNYER
CHAIRPERSON



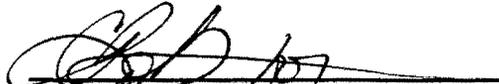
SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON
COUNCILPERSON

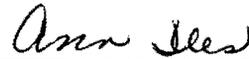
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



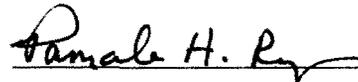
ANN ILES
COUNCILPERSON

MOTIONED BY: 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: 4/28/03

RESOLUTION NO. 101-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY BURKHARDT CONSTRUCTION, INC. FOR PROVIDING LABOR AND MATERIAL FOR INSTALLATION OF TWO ENTRANCE WALLS WITH SIGNS AT CONGRESS LAKES SUBDIVISION AT A COST OF \$35,370.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM FUND 309 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install two walls with signs at the entrance to the Congress Lakes Subdivision; and

WHEREAS, Burkhardt Construction, Inc. is willing to construct the walls and signs at the unit prices under its contract with the City of Fort Pierce; and

WHEREAS, Burkhardt Construction, Inc. has submitted a proposal to install the entrance walls with signs at a cost of \$35,370.00.

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 Burkhardt Construction, Inc. is hereby accepted for \$35,370.00.

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

SECTION 3. The Finance Director is authorized to make payment of \$35,370.00 from fund 309.

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

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

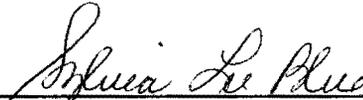
APPROVED:



**MICHAEL D. BROWN,
MAYOR**



**DAVID G. SCHNYER
CHAIRPERSON**



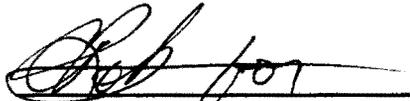
**SYLVIA LEE BLUE
CHAIR PRO-TEM**

(MUNICIPAL SEAL)



**DONALD R. WILSON
COUNCILPERSON**

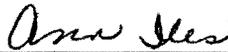
ATTEST:



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



**ELIZABETH "LIZ" WADE
COUNCILPERSON**



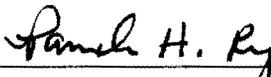
**ANN ILES
COUNCILPERSON**

MOTIONED BY: 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 HANNA RYAN, CITY ATTORNEY

DATE: 4/30/03

RESOLUTION NO. 102-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY BURKHARDT CONSTRUCTION, INC. FOR PROVIDING LABOR AND MATERIAL FOR INSTALLATION OF LANDSCAPING AND IRRIGATION AT CONGRESS LAKES SUBDIVISION AT A COST OF \$50,348.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM FUND 309 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install landscaping and irrigation at Congress Lakes Subdivision; and

WHEREAS, Burkhardt Construction, Inc. is willing to install the proposed landscaping and irrigation for the same unit prices, terms and condition of the contract with the City for Blue Heron Beautification, Phase III.; and

WHEREAS, Burkhardt Construction, Inc. has submitted a proposal to install the landscaping and irrigation at Congress Lakes entranceway at a cost of \$50,348.00.

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 Burkhardt Construction, Inc. is hereby accepted for \$50,348.00.

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

SECTION 3. The Finance Director is authorized to make payment of \$50,348.00 from fund 309.

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

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

APPROVED:

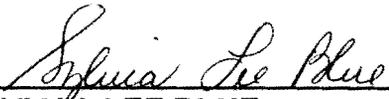


MICHAEL D. BROWN,
MAYOR



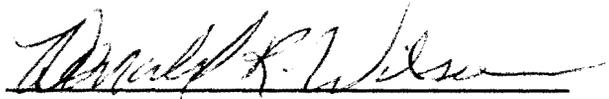
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIR PRO-TEM

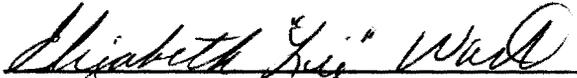
ATTEST:



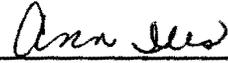
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER: aye

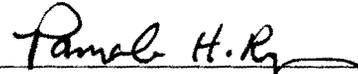
S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/30/03

RESOLUTION NO. 103-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF CHERYL DERY-GRIFFIN V. THE CITY OF RIVIERA BEACH, CASE NUMBER 98-8485 CIV/SELTZER AND APPEAL NUMBER 02-15983-BB; AUTHORIZING GALLAGHER BASSETT AND AIG TECHNICAL SERVICES, INC. TO MAKE PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, former part-time employee Cheryl Dery-Griffin filed a federal lawsuit against the City in August 1998 alleging, among other things, wrongful termination, gender discrimination and retaliation; and

WHEREAS, the jury awarded Ms. Dery-Griffin \$324,000.00 plus attorneys' fees and costs; and

WHEREAS, the Court reduced the award to \$200,000.00 plus attorneys' fees and costs; and

WHEREAS, the City appealed the jury verdict to the 11th Circuit Court of Appeals; and

WHEREAS, the parties, after mediation, have agreed to settle the matter with City Council's approval for \$225,000.00 inclusive of attorneys' fees and costs.

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

SECTION ONE. That the City Council hereby authorizes settlement in the matter of Cheryl Dery-Griffin v. the City of Riviera Beach, in the total amount of \$225,000.00, as complete settlement of Case Number 98-8485 CIV/SELTZER and Appeal Number 02-15983-BB, said funds to be released after a general release and an indemnification agreement have been executed by Cheryl Dery-Griffin.

SECTION TWO. That Gallagher Bassett and AIG Technical Services, Inc. are authorized to make payment as appropriate.

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

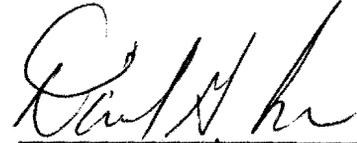
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PASSED AND APPROVED this 7th day of May, 2003.

APPROVED:

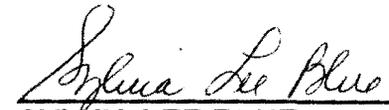


MICHAEL D. BROWN,
MAYOR

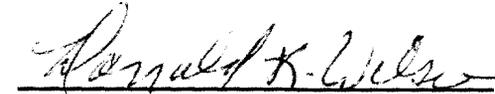


DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

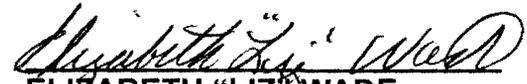


SYLVIA LEE BLUE,
CHAIR PRO-TEM

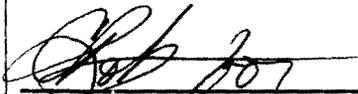


DONALD R. WILSON,
COUNCILPERSON

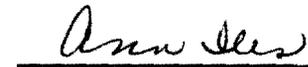
ATTEST:



ELIZABETH "LIZ" WADE,
COUNCILPERSON



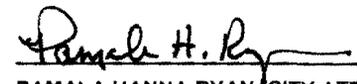
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES,
COUNCILPERSON

MOTIONED BY: E. Wade
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

RESOLUTION NO. 104-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE RELEASE OF CODE ENFORCEMENT LIEN, LOT CLEARING/CLEANING LIEN AND PAVING AND DRAINAGE LIEN ON PROPERTY LOCATED AT W. 29th STREET, LOTS 34-36, BLK 17 ACREHOME PARK #2, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$7,720.13; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at W. 29th Street, Lots 34-36, Blk 17, AcreHome Park #2, was found to be in violation of the City's Code of Ordinances on May 9, 1991, pursuant to Case No. CEB 91-110, dated June 20, 1991; and

WHEREAS, Case No. CEB 91-110, was complied by the Code Enforcement Division on September 10, 2002; and

WHEREAS, the lot is being purchased by a first time home buyer in the City's Affordable Housing Program, who requests that the Code Enforcement Division settle case # CEB 91-110 in the amount of \$4,340.00;

WHEREAS, a lot clearing/lot cleaning lien is due in the amount of \$1,946.48 and a paving and drainage bill in the amount of \$1,433.65; and

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

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

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

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

Section 2. The City Council hereby accepts the sum of \$4,340.00 in consideration for the release of Code Enforcement lien and \$1,946.48 for release of the lot cleaning/lot clearing lien. Additionally a paving and drainage lien in the amount of \$1,433.65 must be paid prior to issuance of release, a total settlement amount of \$7,720.13.

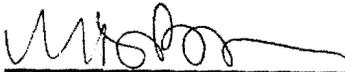
Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid at the time of closing or this resolution shall become null and void.

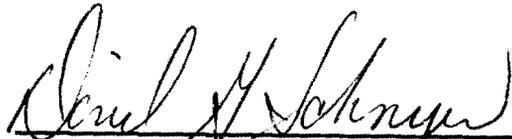
Section 4. This resolution shall take effect immediately upon its passage and adoption.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

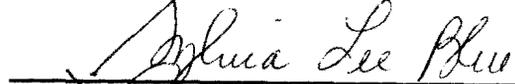
PASSED and APPROVED this 7th day of May, 2003.

APPROVED:

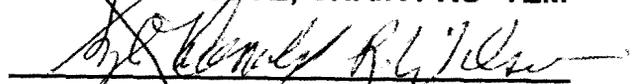

MICHAEL D. BROWN, MAYOR


DAVID G. SCHNYER, CHAIRPERSON

{MUNICIPAL SEAL}

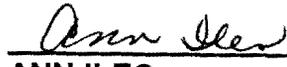

SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

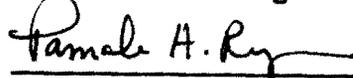

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
COUNCILPERSON

Motioned By: A. Iles
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

RESOLUTION NO. 105-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY COUNCIL TO SETTLE CODE ENFORCEMENT FINES ON PROPERTY LOCATED AT 1204 COMMERCIAL BLVD., LOTS 23-25 INC, BLK 8, RIVIERA, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE THE AMOUNT OF \$6,423.24.

WHEREAS, property located at 1204 Commercial Blvd., 1204 Commercial Blvd., Lots 23-25 INC, Blk 8, Riviera, was found to be in violation of the City's Code of Ordinances on October 30, 2001, pursuant to Case No. CEB 02-059, dated February 27, 12002; and

WHEREAS, Case No. CEB 02-059, was complied by the Code Enforcement Division on September 25, 2002; and

WHEREAS, City staff recommends an offer of settlement with Keith & Susan M Surrmont in the amount of \$6,423.24; and

WHEREAS, the property located in the Harbor Village redevelopment area; and

WHEREAS, the City Council finds it in the best interest of the City to settle fines on the subject properties.

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

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

Section 2. The City Council hereby accepts the sum of \$6,000.00 as consideration for the settlement of fines hereby granted on the subject property. Additionally a water and sewer bill in the amount of \$423.24 must be paid prior to issuance of release, a total settlement amount of \$6,423.24.

Section 3. The Mayor and the City Clerk are authorized to settle fines on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

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

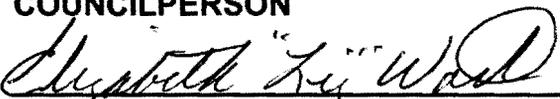
ATTEST:



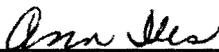
**DONALD R. WILSON
COUNCILPERSON**



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



**ELIZABETH "LIZ" WADE
COUNCILPERSON**



**ANN ILES
COUNCILPERSON**

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: _____

RESOLUTION NO. 106-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUED RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 56 W. 12th STREET, LOTS 12-14, BLK 13 RIVIERA, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$5,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 56 W. 12TH Street, Lots 12-14, Blk 13, Riviera, was found to be in violation of the City's Code of Ordinances on November 17, 1999; and

WHEREAS, City staff recommends an offer of settlement with the owners in the amount of \$5,000.00; and

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

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

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

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

Section 2. The City Council hereby accepts \$5,000.00 as consideration for release of the lot cleaning/lot clearing lien. Additionally a water and sewer bill in the amount of \$942.59 must be paid prior to issuance of release, a total settlement amount of \$5,942.59.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

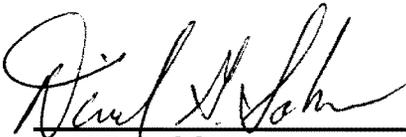
Section 4. This resolution shall take effect immediately upon its passage and adoption.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR



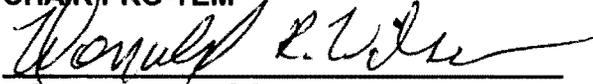
DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE,
CHAIR PRO-TEM

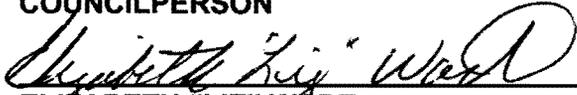
ATTEST:



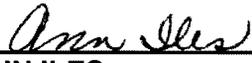
DONALD R. WILSON,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



ANN ILES,
COUNCILPERSON

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

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____

RESOLUTION NO. 107-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUED RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT W. 15th STREET, LOTS 17 & 18, BLK 6 KELLY ADDITION IN, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,740.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at W. 15TH Street, Lots 17 & 18, Blk 6, Kelly addition in, was found to be in violation of the City's Code of Ordinances on October 10, 2000; and

WHEREAS, City staff recommends an offer of settlement with Olenza Roberts in the amount of \$2,740.00; and

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

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

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

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

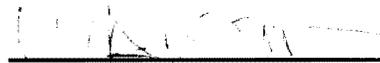
Section 2. The City Council hereby accepts \$2,740.00 as consideration for release of the lot cleaning/lot clearing lien.

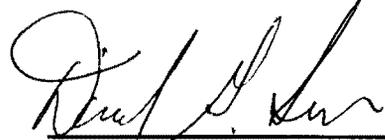
Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within six (6) months (180) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

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

APPROVED:


MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER,
CHAIRPERSON

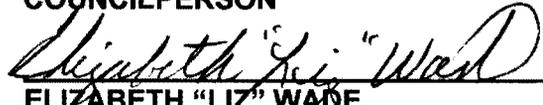
{MUNICIPAL SEAL}

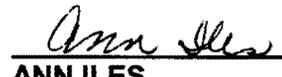

SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON,
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE,
COUNCILPERSON


ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: A. Iles

D. Schnyer nay
S. Blue aye
D. Wilson aye
E. Wade aye
A. Iles aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____

RESOLUTION NO. 108-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUED RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1628 AVENUE S, LOTS 1-4, BLK 8 KELLY ADDITION IN, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$4,200.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1628 Avenue S, Lots 1-4, INC Blk 8, Kelly Addition IN, was found to be in violation of the City's Code of Ordinances on October 10, 2000; and

WHEREAS, City staff recommends an offer of settlement with Olenza Roberts in the amount of \$4,200.00; and

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

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

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

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

Section 2. The City Council hereby accepts \$4,200.00 as consideration for release of the lot cleaning/lot clearing lien.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. If the owner fails to pay this amount within six (6) months (180 days) or if the property is found to be in violation at any time during this period, this resolution shall become null and void.

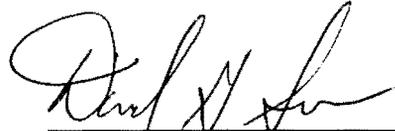
Section 4. This resolution shall take effect immediately upon its passage and adoption.

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

APPROVED:

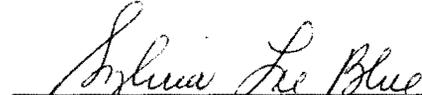


MICHAEL D. BROWN,
MAYOR



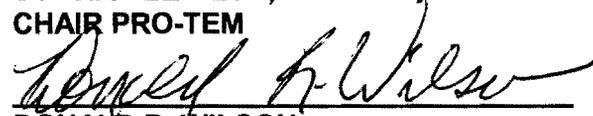
DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE,
CHAIR PRO-TEM

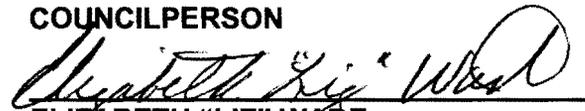
ATTEST:



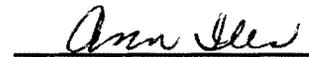
DONALD R. WILSON,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



ANN ILES,
COUNCILPERSON

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

D. Schnyer nay
S. Blue aye
D. Wilson aye
E. Wade aye
A. Iles aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____

RESOLUTION NO. 109-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTIES LOCATED AT W. 17th STREET, LOTS 18 & 19, BLK 9, KELLY ADDITION IN, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,450.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, properties located at W. 17th Street , Lots 18 & 19, Blk 9, Kelly Addition IN, was found to be in violation of the City's Code of Ordinances on October 10, 2000; and

WHEREAS, City staff recommends an offer of settlement with Olenza Roberts in the amount of \$2,450.00; and

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

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

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

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

Section 2. The City Council hereby accepts \$2,450.00 as consideration for release of the lot cleaning/lot clearing lien.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

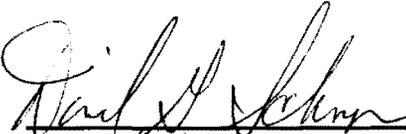
Section 4. This resolution shall take effect immediately upon its passage and adoption.

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

APPROVED:

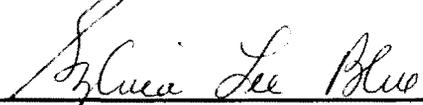


MICHAEL D. BROWN,
MAYOR



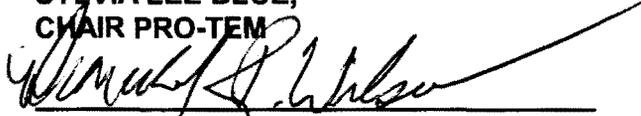
DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE,
CHAIR PRO-TEM

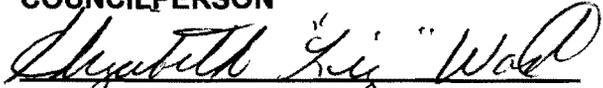
ATTEST:



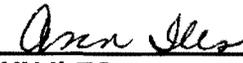
DONALD R. WILSON,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: D. Wilson

D. Schnyer nay
S. Blue aye
D. Wilson aye
E. Wade aye
A. Iles aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____

RESOLUTION NO. 110-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUED RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 975 W. 36th STREET, LOTS 13-14, BLK 000, RAINBOW GARDENS, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE.

WHEREAS, property located at 975 W. 36th Street, Lots 13-14, Blk 000, Rainbow Gardens, was found to be in violation of the City's Code of Ordinances on May 17, 2001, pursuant to Case No. CEB 01-161, dated September 25, 2001; and

WHEREAS, Case No. CEB 01-161, was complied by the Code Enforcement Division on November 13, 2001; and

WHEREAS, City staff recommends that the liens, which total \$4,750.00 be waived; and

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

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

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

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

Section 2. The City Council hereby waives the entire amount of the Code Enforcement lien.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property.

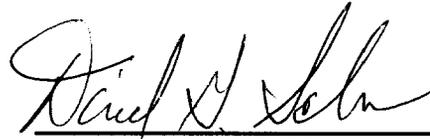
Section 4. This resolution shall take effect immediately upon its passage and adoption.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

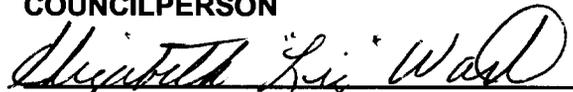


SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:



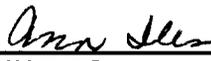
DONALD R. WILSON,
COUNCILPERSON



ELIZABETH "LIZ" WADE,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
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: _____

RESOLUTION NO. 111-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING A ZONING IN PROGRESS FOR ALL PARCELS OF PROPERTY ZONED "RESORT HOTEL"; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII, of the Florida Constitution and Section 166.021, Florida Statutes, the City of Riviera Beach is authorized and required to protect the public health, safety, and welfare and may exercise any power for a governmental purpose except when expressly prohibited by law, and pursuant to Section 163.3202, Florida Statutes, the City has enacted land development regulations, consistent with its adopted Comprehensive Plan, which protect the quality of life in the City; and

WHEREAS, the City Council is amending Ordinance Number 2922 which establishes the Resort Hotel Zoning District; and

WHEREAS, the City Council and Staff desire to diligently develop and study such changes and need a reasonable time period in which to do so in order to properly plan and implement such changes; and

WHEREAS, the City Council declares a zoning in progress for all parcels zoned Resort Hotel.

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 declares a zoning in progress for all parcels zoned Resort Hotel. The zoning in progress shall extend for a period of six months or more from the date of this Resolution; and may be extended from time to time by the City Council.

SECTION 2. No application for development shall be accepted by the City or development order, site plan approval, permit, or license of any kind shall be issued, for any of the parcels zoned RH until the changes are reviewed and adopted by the City Council.

SECTION 3. This Resolution does not affect the parcels located in the Community Redevelopment Area (CRA) or the Island Spa site plan (which was approved) or other applications that have previously been approved by the City Council that are zoned Resort Hotel.

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

RESOLUTION NO. 111-03

Page 3

PASSED AND APPROVED this 7th day of May, 2003

APPROVED:

[Signature]
MICHAEL D. BROWN
MAYOR

[Signature]
DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]
SYLVIA LEE BLUE,
CHAIR PRO-TEM

[Signature]
DONALD R. WILSON
COUNCILPERSON

ATTEST:

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

[Signature]
ELIZABETH "LIZ" WADE
COUNCILPERSON

[Signature]
ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

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

REVIEWED AS TO LEGAL SUFFICENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 5/7/03

RESOLUTION NO. 112-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION FOR WETLAND MODIFICATION FOR PROPERTY LOCATED ON THE EAST SIDE OF NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 23-86, of the City of Riviera Beach Code of Ordinances establishes that in cases of practical difficulty in the utilization of land as permitted by zoning, special exceptions may be granted to allow modification of the wetlands; and

WHEREAS, The applicant for a special exception has demonstrated that all of the criteria for granting the special exception has been met; and

WHEREAS, The applicant has met Objective 3.2 of the Conservation Element, of the Comprehensive Plan that requires:

- (1) That there be no net loss of wetland functions.
- (2) The minimization of unavoidable wetland impacts.
- (3) Compensation for wetland impacts through mitigation.
- (4) The City shall support wetland creation, restoration, enhancement, and preservation and shall encourage public and private sector initiatives for these efforts; and

WHEREAS, The Planning & Zoning Board met on January 9, 2003 to review the Special Exception for wetland modification.

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

SECTION 1. The Special Exception for wetland modification for property located on the east side of North Ocean Drive is approved with the following conditions:

- A. The applicant shall compensate .45 acres and enhance .04 acres for a total of .49 acres of wetland enhancement/creation, as a result of removing .11 acres of wetland for access and the utilization of the property as permitted by zoning.

- B. The developer will be required to provide the City with an annual monitoring report prepared by an independent qualified environmental consultant.
- C. The developer shall coordinate with the adjacent property owners during the development process allowing the adjacent property owners the opportunity to provide input to the developers regarding the preservation of the wetland area and the protection of existing wildlife.

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.

PASSED AND APPROVED this 12th day of May, 2003

APPROVED:

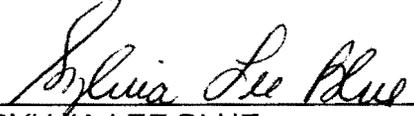


MICHAEL D. BROWN
MAYOR

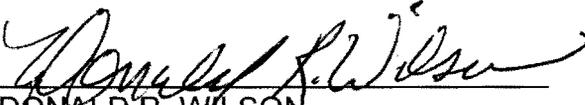


DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE,
CHAIR PRO-TEM

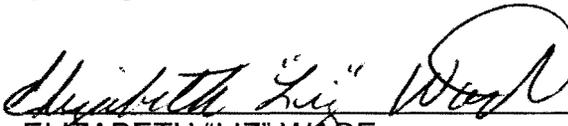


DONALD R. WILSON
COUNCILPERSON

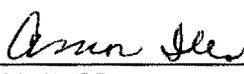
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



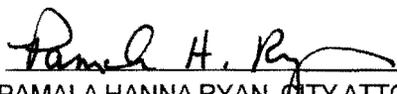
ANN ILES
COUNCILPERSON

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 SUFFICENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 4/30/03

RESOLUTION NO. 113-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR A 60 UNIT CONDOMINIUM LOCATED ON THE EAST SIDE OF NORTH OCEAN DRIVE; 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, and April 11, 2003 to review the Site Plan application.

WHEREAS, The City Council reviewed the special exception for wetland modification for the subject property, and voted unanimously for approval.

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

SECTION 1. The Site Plan application for 60 condominium units located on the east side of North Ocean Drive is approved with the following conditions:

- A. The development is approved for 60 multi-family units.
- B. The open water connection between both sides of the pond shall be maintained during construction.
- C. 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.
- D. 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.

- E. The developer shall participate in the Minority Employment and Affordable Housing Opportunities Plan by contributing \$225,000 dollars to the City of Riviera Beach Housing Trust Fund prior to issuance of a construction permit.
- F. The developer shall provide the City with a \$100,000 dollar contribution for Parks and City Beautification prior to issuance of a construction permit.

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

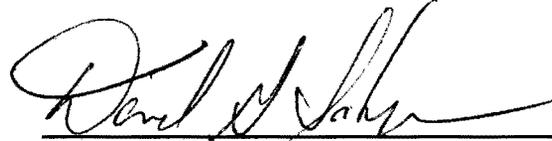
SECTION 3. This resolution shall take effect immediately.

PASSED AND APPROVED this 12th day of May, 2003

APPROVED:

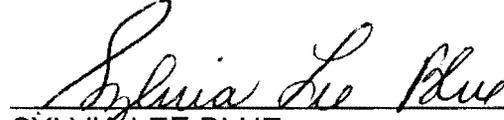


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE,
CHAIR PRO-TEM

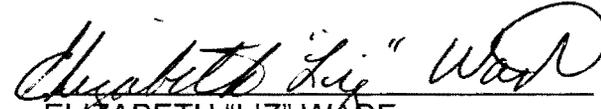


DONALD R. WILSON
COUNCILPERSON

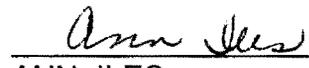
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

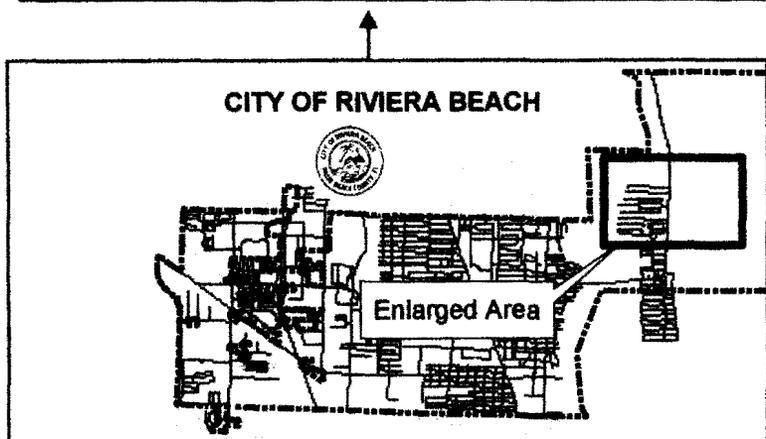
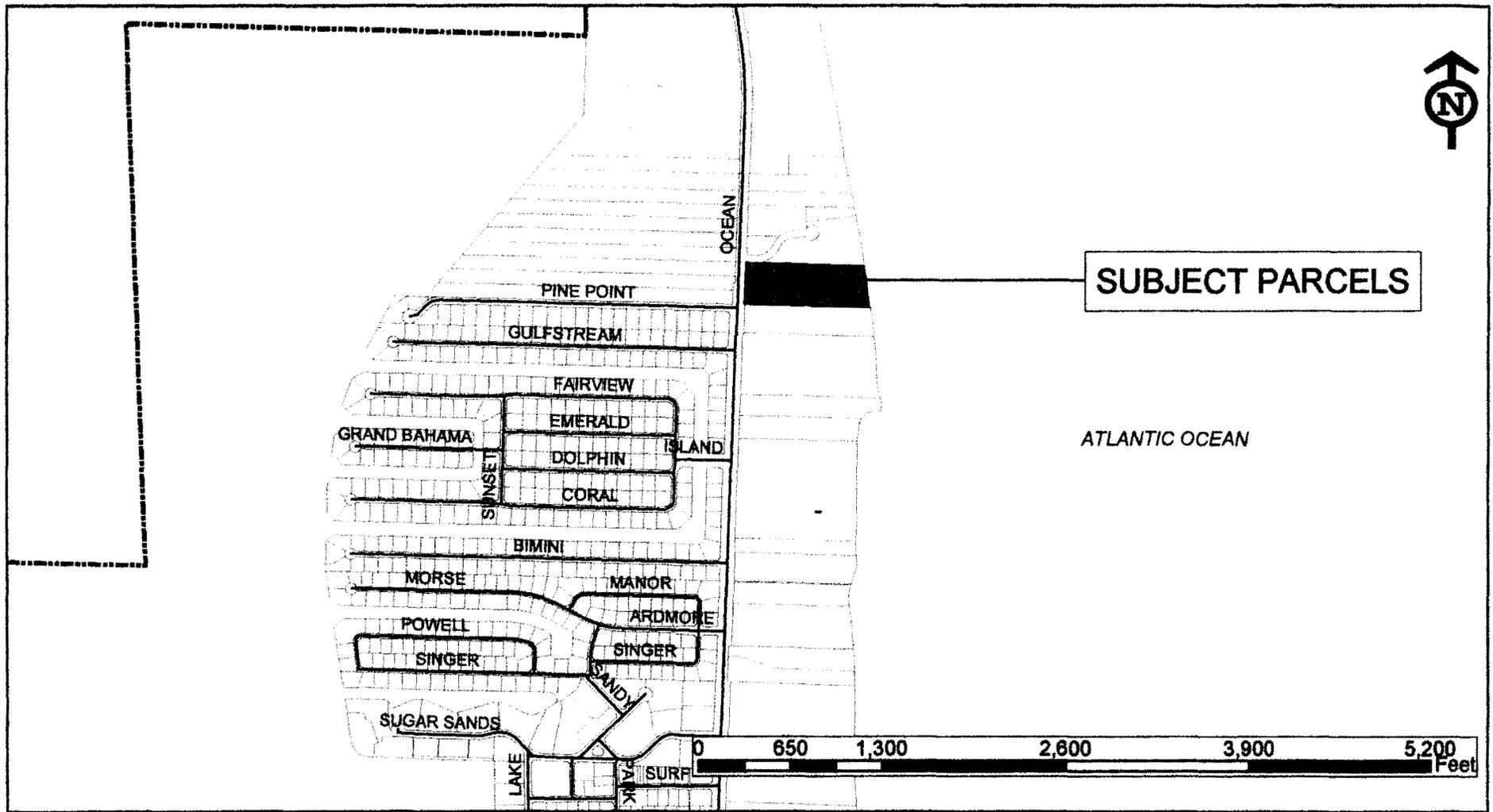
SECONDED BY: A. Iles

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

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: _____



**LOCATION MAP
TALAVERA**

Legend

- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Talavera

Map Created on November 19, 2002
by the City of Riviera Beach Community Development

D:\projects\planning & zoning\Talavera\location map_Talavera

ZONING:
 LAND-USE: MULTI FAMILY RESIDENTIAL
 SITE STATISTICS:

PROPOSED SITE STATISTICS

AREA	8.75 ACRES	243,807 SQ. FT.	100%
LAKE	2.17 ACRES	54,728 SQ. FT.	38%
DRYLAND	356 ACRES	155,274 SQ. FT.	61%
LAND BETWEEN COASTAL CONSTRUCTION LINE & VEGETATION LINE	54 ACRES	23,397 SQ. FT.	
LAND BETWEEN VEGETATION LINE & HIGH WATER LINE	89 ACRES	17,825 SQ. FT.	
LAND BETWEEN COASTAL CONSTRUCTION LINE & AIA	4.80 ACRES	208,800 SQ. FT.	
DRY LAND BETWEEN COASTAL CONSTRUCTION LINE & AIA	2.66 ACRES	116,374 SQ. FT.	

DENSITY CALCULATION:

A. COASTAL CONSTRUCTION LINE TO VEGETATION LINE	54 ACRES @ 50%	27 ACRES.
B. VEGETATION LINE & HIGH WATER LINE	40 ACRES @ 25%	11 ACRES.
C. AIA TO COASTAL CONSTRUCTION LINE	7.62 ACRES @ 100%	2.62 ACRES.
TOTAL		3.02 ACRES

32 x 20 x 60 UNITS PERMITTED
 PROVIDED 60 UNITS

BUILDING COVERAGE

MAXIMUM PERMITTED COVERAGE = 6070 x 320 = 180 ACRES * 78,408 PERMITTED
 BUILDING COVERAGE COVERAGE = 51300 sq. ft., PROPOSED 33%

BUILDING STATISTICS:

TOWN HOMES, # BLDG. "A" 10 UNITS
 2 BED ROOM 2 1/2 BATH UNITS
 SQ. FT. AREA: 24,638 SQ. FT. BLDG. "A"

TOWN HOMES, # 1 LEVEL RESIDENTIAL UNITS # BLDG. "B" - 50 UNITS.
 TOWN HOMES, 12 UNITS
 1 LEVEL RESIDENTIAL UNITS - 38 UNITS.
 12 FLOORS - 3 UNITS / FLOOR
 1 FLOOR - 2 UNITS
 2 BR. - 2 1/2 BATH UNITS
 SQ. FT. AREA: 137,845 SQ. FT. BLDG. "B"

LOBBY & RECREATION: 15,184 SQ. FT.

TOTAL BLDG. (ABOVE GARAGE LEVEL) 111,727 SQ. FT.

PARKING

PARKING REQUIRED: 2 SPACES PER UNIT.
 60 UNITS @ 2 SPACES / UNIT = 120 SPACES

PARKING PROVIDED: ENCLOSED # GARAGE 120 SPACES
 AT PLAZA 6 SPACES
 TOTAL: 126 SPACES

BUILDING HEIGHT:
 HEIGHT ABOVE ELEVATION 4 CENTERLINE OF US - AIA 18/89/20 (MAXIMUM PERMITTED 100')
 16 FLOORS PLUS LOWER PARKING LEVEL/LOWER PARKING + CELLAR + 2.33'

SET-BACKS - SIDES:
 4 FLOORS (INCLUDING COVERED RECREATION AREA) 42' x 30' x 30'-0"

BUILDING "A":
 SIDE YARD SET BACK PROVIDED 40'-0"

BUILDING "B":
 11 FLOORS ABOVE 2ND FLOOR
 30' x 172' x 64'-0" SIDE YARD SET-BACK REQUIRED
 SIDE YARD SET-BACK PROVIDED 70'-0"

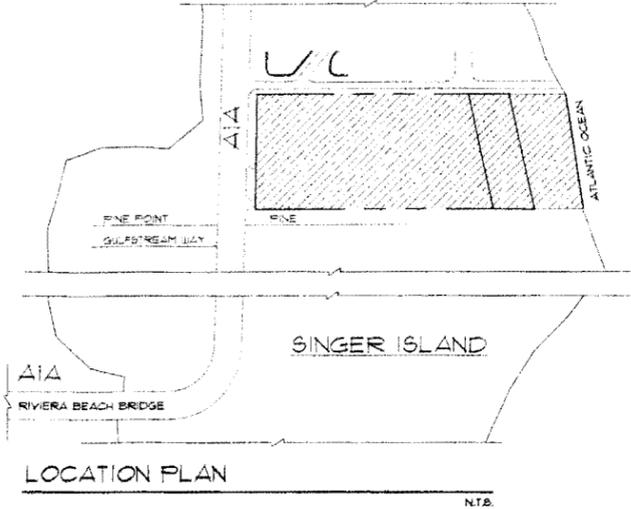
FAR FLOOR AREA RATIO TALAVERA 128.1 (MAXIMUM 130.0)

LEGAL DESCRIPTION:

PARCEL I:
 ALL THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 22, AND OF GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING BETWEEN LINES THAT ARE RESPECTIVELY 13200 FEET AND 13910 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING EAST OF STATE ROAD 103.

PARCEL II:
 ALL THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 22, AND GOVERNMENT LOT 1 OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING BETWEEN LINES THAT ARE RESPECTIVELY 13910 FEET AND 14020 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING EAST OF STATE ROAD 103.

PARCEL III:
 ALL THAT PORTION OF GOVERNMENT LOT 1, IN SECT. ON 22, AND GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING BETWEEN LINES THAT ARE RESPECTIVELY 14020 FEET AND 14200 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 1, IN SECTION 10, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING EAST OF STATE ROAD 103, PALM BEACH COUNTY, FLORIDA.



DESIGN CERTIFICATIONS:

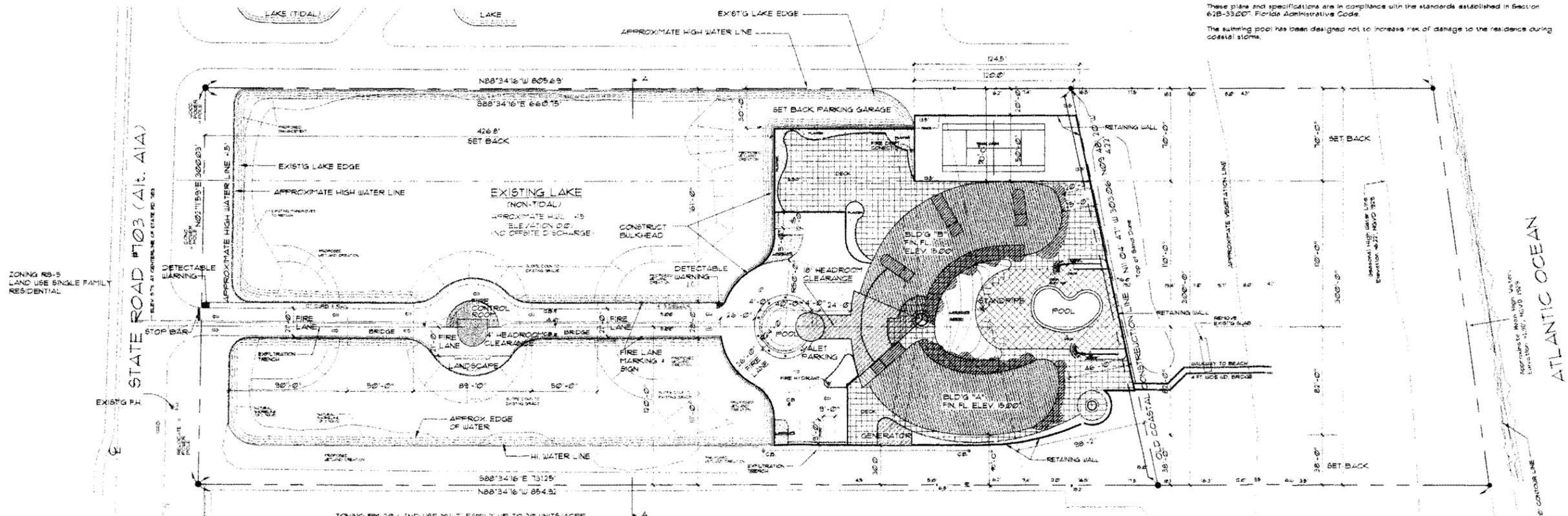
The main wind force resisting system has been designed in accordance with Section 6, American National Standards/American Society of Civil Engineering 1-88 Minimum Design Loads for Buildings and Other Structures.

The components and cladding have been selected and their use incorporated into the design and specifications to withstand the wind loads determined in accordance with Section 6, American National Standards/American Society of Civil Engineering 1-88 Minimum Design Loads for Buildings and Other Structures.

These plans and specifications are in compliance with the standards established in Section 62B-53.001, Florida Administrative Code.

The swimming pool has been designed not to increase risk of damage to the residence during coastal storms.

ZONING R9-120 LAND USE MULTI FAMILY UP TO 20 UNITS/ACRE.



SITE PLAN

1" = 40'-0"

* DRIVE BRIDGE & PLAZA SHALL BE DESIGNED TO WITH STAND LIVE LOADS IN EXCESS OF 30,000 LBS. THESE AREAS SHALL MEET 4-10 ROAD STANDARDS.

REVISIONS:

21-K-03	GB
---------	----

SOUTHEAST ARCHITECT SERVICES, INC.
 2809 NE 54th Street - Ft. Lauderdale, FL 33308
 (954) 771-7100 FAX (954) 771-0857
 L.L.C. # AN-0005953

THE TALAVERA @ SINGER ISLAND
 RIVERIA BEACH
 FLORIDA

DRAWN: GB
 DATE: 9/29/00
 PROJECT NUMBER: 118-91
 SHEET NUMBER: 50-1
 OF 2

RESOLUTION NO. 114-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY AND THE CITY OF RIVIERA BEACH FOR THE REPLACEMENT OF WATER MAINS AND SEWER FORCE MAINS LOCATED ON BLUE HERON BOULEVARD (SR #708) FROM EAST OF MLK BOULEVARD TO I-95 IN AN AMOUNT OF \$13,874.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NOS. 403-1437-533-0-6508 (WATER) AND 403-535-0-6508 (SEWER); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation, herein after "FDOT", has initiated the upgrade of mains from Blue Heron Boulevard (SR #708) from east of MLK Boulevard to I-95; and

WHEREAS, the Utilities Department has sanitary and potable water mains in this area that must be relocated; and

WHEREAS, the FDOT submitted a construction cost estimate in the amount of \$205,990.00 for the City's portion of the water main and sewer force main relocation which was approved by Council on December 19, 2001 (Resolution #236-01). However, FDOT has now submitted a Memorandum of Agreement for the City's portion in an increased amount of \$13,874.00 due to the fact that the price originally estimated is over three (3) years old. In addition, the project along Military Trail was extended southward to Martin Luther King Boulevard; therefore, increasing the amount of materials and labor needed; and

WHEREAS, staff recommends that City Council approve an amendment to the amount included in the Memorandum of Agreement with the FDOT and the State of Florida Department of Finance for the replacement of mains located at Blue Heron Boulevard from east of MLK Boulevard to I-95; and

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

SECTION 1: That the City Council hereby approves the FDOT Memorandum of Agreement submitted by the Florida Department of Transportation and approves said payment to the Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury, in the total amount of \$219,864.00 for the replacement of water mains and sewer force mains.

SECTION 2: That the City Council authorizes the Mayor and City Clerk to execute the aforementioned agreement with the parties named above.

SECTION 3: The Mayor and Finance Director are authorized to make payment for same under Account Nos. 403-1437-533-0-6508 (Water) and 403-1438-535-0-6508 (Sewer).

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

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

RESOLUTION NO. 114-03
PAGE 3

PASSED AND APPROVED this 21st day of MAY, 2003.

APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON



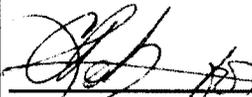
SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON
COUNCILPERSON

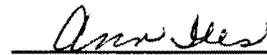
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

absent

ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

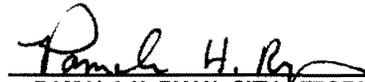
S. BLUE aye

D. WILSON aye

E. WADE absent

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/13/03

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of JUNE, 2003, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury, and the City of Riviera Beach, Florida, hereinafter referred to as the "Participant".

WITNESSETH

WHEREAS, "FDOT" is currently constructing the following project:

Financial Project No.: 229648-1-56-0A
County: Palm Beach

hereinafter referred to as the "Project."

WHEREAS, FDOT and the Participant entered into a Locally Funded Agreement dated March 13, 2002, wherein FDOT agreed to perform certain work on behalf of the Participant in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the Participant by the FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of \$ 219,864.00 will be made by the Participant into An interest bearing escrow account established by the FDOT for the purposes of the project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an Asset of FDOT.
2. Other deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate Processing at the following address:

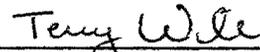
Florida Department of Transportation
Office of Comptroller
3717 Apalachee Parkway, Suite B
Mail Station 24
Tallahassee, Florida 32311
ATTN: LFA Coordinator

114-03

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the Participant to mail the District Office a copy of the check.

4. The FDOT's Comptroller and/or designee(s) shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.
5. Unless instructed otherwise by the parties hereto, all interest accumulated in the Escrow account shall remain in the account for the purpose of the projects as defined in the LFA. Upon completion of the work and full payment for services, which is the subject matter of this agreement, any monies, including but not limited to accumulated interest that remain in the escrow account, shall be returned to the City-upon instructions from FDOT.
6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.
7. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

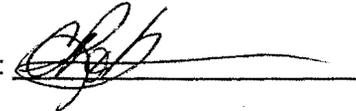

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER


STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

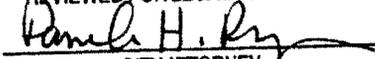
PARTICIPANT: City of Riviera Beach



Mayor Michael D. Brown

ATTEST: 

REVIEWED FOR LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/13/03

ADDRESS:

City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, Florida 33404

VF-59-6000417
FEDERAL EMPLOYER I.D. NUMBER

RESOLUTION NO. 115-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF \$1,100 DONATED BY THE CUNNINGHAM FAMILY TO AWARD AN EDUCATION SCHOLARSHIP FOR THE 2003 – 2004 SCHOOL YEAR TO MS TEKEIA DANIELS, A STUDENT WHO IS A RIVIERA BEACH RESIDENT ATTENDING A COLLEGE LOCATED WITHIN THE STATE OF FLORIDA; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$1,100 IN THE DONATIONS FUND AND MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 130-0101-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The family of distinguished city pioneer Mrs. Nealia B. Cunningham has stated their desire to fund an annual education scholarship for a city resident who attends a college within the state of Florida; and

WHEREAS, The Mayor and City Council support the ideals of higher education for the residents of Riviera Beach; and

WHEREAS; The Cunningham family has donated \$1,100 for the 2003 scholarship which is to awarded to a city resident who attends a college located within the state of Florida; and

WHEREAS, The Riviera Beach Education Advisory Board is willing to and capable of facilitating the selection of a worthy recipient.

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 Finance Director is authorized to set up a budget in the amount of \$1,100 in the donations fund for the 2003 Nealia B. Cunningham Education Scholarship and make payment for same from account number 130-0101-519-0-5521.

RESOLUTION. NO 115-03
PAGE 2

SECTION 2: That the scholarship is awarded to Ms Tekeia Daniels, a Riviera Beach resident attending a college located within the state of Florida.

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

RESOLUTION NO. 115-03

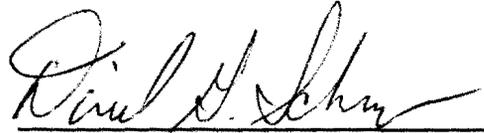
PAGE

PASSED AND APPROVED this 21st day of May 2003.

APPROVED:



MICHAEL D. BROWN
MAYOR



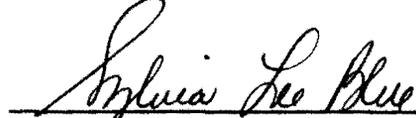
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

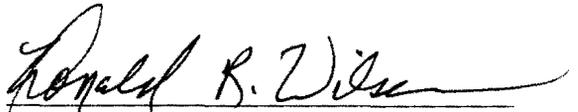
ATTEST:



CARRIE E. WARD, MMC
CITY CLERK



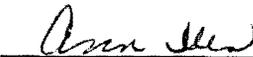
SYLVIA LEE BLUE
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON

Absent

ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

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: _____

RESOLUTION NO. 116-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUED RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 2936 AVENUE S, LOTS 5 & 6, BLK 35 ACREHOME PARK FIRST ADDITION, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$7,795.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 2936 Avenue S, Lots 5 & 6, Blk 35, Acrehome Park First Addition, was found to be in violation of the City's Code of Ordinances on October 5, 2001, pursuant to case no's. CEB 01-178, CEB 01-179, and CEB 01-180; and

WHEREAS, liens were filed against the property by the City of Riviera Beach on October 24, 2001, for non-compliance with the Code Enforcement Board's Orders; and

WHEREAS, CEB 01-178, CEB 01-179, and CEB 01-180 are in compliance; and

WHEREAS, the property is a homestead property located at 2936 Avenue S owned by George E. Pettis, Jr., Michael L. Pettis,, and et al; and

WHEREAS, this item is presented to council at the request of the property owners; and

WHEREAS, staff has reviewed the file and recommends that the City settle the outstanding fines for \$7,795.00; and

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

WHEREAS, the City Council finds it in the best interest of the City to release the fines on the subject property once the property owner has conformed.

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

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

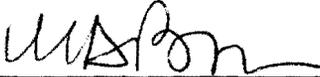
Section 2. The City Council hereby accepts \$7,795.00 as consideration for release of fines hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of fines on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

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

PASSED and APPROVED this 21st day of May, 2003.

APPROVED:

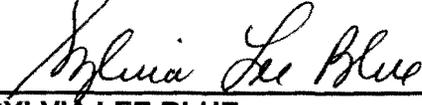


MICHAEL D. BROWN,
MAYOR



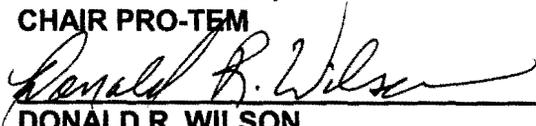
DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:



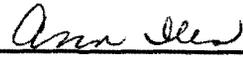
DONALD R. WILSON,
COUNCILPERSON

Absent

ELIZABETH "LIZ" WADE,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: D. Wilson

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: _____

RESOLUTION NO. 117-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-00-399999 TO COVER THE SPONSORSHIP OF A TEAM OF YOUTHS AND CHAPERONES FROM JFK MIDDLE SCHOOL AND A CITY COUNCILPERSON TO ATTEND THE 18TH ANNUAL NATIONAL CONFERENCE ON PREVENTING CRIME IN THE BLACK COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, JFK Middle School made a request for funding youths and chaperones to attend the 18th National Conference on Preventing Crime in the Black Community; and

WHEREAS, the Chief of Police and the City Manager approves the sponsorship of this program be paid from the Law Enforcement Trust Account; and

WHEREAS, the Chief of Police requests that City Council approve that this sponsorship be paid from the Law Enforcement Trust Account.

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 approves payment to sponsor 4 youths, 2 chaperones, and 1 City Councilperson to attend the 18th Annual National Conference on Preventing Crime in the Black Community, and being sponsored from the Law Enforcement Trust Fund.

Section 2: That the Finance Director is authorized to appropriate fund balance in the Law Enforcement Trust Fund as follows:

Revenue: 150-00-399999 LAW ENFORCEMENT TRUST FUND	
FUND BALANCE	\$4,000.00

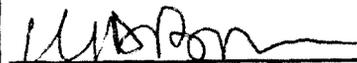
Expenditure: 150-0817-521-0-4001 TRAVEL	\$4,000.00
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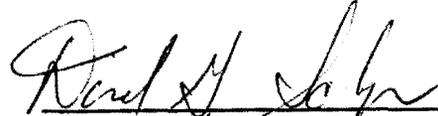
Section 3: That the Finance Director is authorized to make payment for same from account number 150-0817-521-0-4001.

RESOLUTION NO. 117-03
PAGE 2

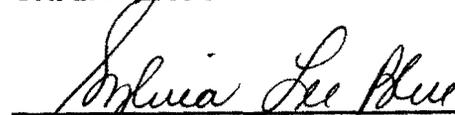
PASSED AND APPROVED this 21st day of May, 2003.

APPROVED:

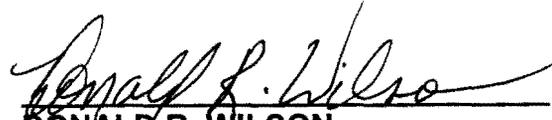

MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER,
CHAIRPERSON

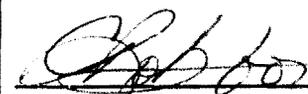
[MUNICIPAL SEAL]

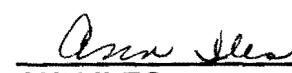

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:


DONALD R. WILSON,
COUNCILPERSON

Absent
ELIZABETH "LIZ" WADE,
COUNCILPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


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
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This Second Amendment to Agreement of Purchase and Sale (the "Amendment") is made this 16th day of June, 2004, by and between the City of Riviera Beach, a public body corporate and politic of the State of Florida ("Seller"), and Marsh Harbour Associates, Ltd., a Florida limited partnership ("Purchaser").

BACKGROUND

A. Purchaser and Seller have entered into that certain Agreement of Purchase and Sale dated on or about March 29, 2004 concerning approximately 34 acres of land located in the City of Riviera Beach, Florida, which Agreement of Purchase and Sale was subsequently amended by that certain Addendum to Contract for Purchase and Sale dated May 19, 2004 (the Agreement of Purchase and Sale, as amended by the Addendum to Contract for Purchase and Sale is referred to herein as the "Agreement");

B. Purchaser has inspected and is satisfied with the physical condition of the subject property, although the Purchaser has until June 28, 2004 under the Agreement to pursue the subsidies it desires to support its planned project;

C. Purchaser has revised its plan for the development of the subject property, and has asked the Seller to make an additional financial contribution to the planned project to support the attainable housing component of the planned project; and

D. The Purchaser and Seller have agreed to amend the terms and provisions of the Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration for Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Seller hereby agree as follows:

1. The terms of this Amendment shall govern and supersede those of the Agreement to the extent inconsistent therewith. The capitalized terms herein are given the meaning ascribed in the Agreement and in the Development Agreement, unless otherwise noted herein. The background information above is true and accurate and is incorporated herein by reference.

2. Purchaser waives its previous objections to the Title Commitment, subject to the requirements of paragraph 4 of the Addendum to Contract for Purchase and Sale which provides that the City of Riviera Beach shall release its mineral reservations applicable to the Property.

3. Purchaser no longer requires any funds from the City for remediation, and thereby accordingly, the third, fourth and fifth sentences of the second paragraph of paragraph 6(f) of the Agreement are hereby deleted and Seller shall not be obligated to contribute to any remediation of the Property.

4. Paragraph 8 of the Agreement is revised to provide in its entirety as follows:

Subject to the terms of this Agreement, the closing of the transaction contemplated under this Agreement (the "Closing") shall be held at the office of Purchaser at 10:00 a.m. eastern standard time on July 30, 2004 (the "Closing Date"). Possession of the Property shall be delivered to Purchaser at Closing.

The Purchaser may elect to postpone the Closing to any business day after July 30, 2004 and on or before 10 a.m. eastern standard time on August 31, 2004. In order to postpone the Closing as aforesaid, Purchaser must on or before July 20, 2004 (i) give Seller notice of its election to postpone the Closing to a specific business day and time as permitted herein, and (ii) pay to Seller by wire transfer of immediately available federal funds the sum of \$1,000 per day for the privilege of extending the Closing for a period of time up to thirty (30) days, (the "Extension Fee"). By way of example and not by limitation, if Purchaser timely elects to postpone the Closing to August 15, 2004, the Extension Fee will be \$15,000. Purchaser must specify the new business day of Closing. The Extension Fee shall be the property of the Seller and shall be non-refundable once paid and shall not be applied to the Purchaser Price or otherwise credited to Purchaser at Closing. Any partial thirty-day period shall be prorated on a daily basis. Possession of the Property shall be delivered to Purchaser at the Closing. The representations, warranties, covenants, agreements and obligations of Seller contained herein shall not survive the termination of this Agreement or the Closing and shall merge into the Deed delivered at Closing.

It shall be a condition precedent to Purchaser's obligation to Close that as of Closing the Land be zoned residential multi-family 15 (RM 15) with a land use designation of residential multi-family and that there be no pending zoning appeals applicable to the Land. If this condition precedent is not satisfied as of Closing, Purchaser shall have the right to, as its sole remedy, elect to either waive this condition and close on the Property, or terminate this Agreement and receive the return of the Deposit.

The representations, warranties, covenants, agreements and obligations of Seller contained herein shall not survive the termination of this Agreement or the Closing and shall merge into the deed delivered at Closing.

5. The Development Agreement shall be as attached hereto as Exhibit A.

6. In order to support the attainable housing element of the Project, as more particularly described in the Development Agreement, the Seller agrees to contribute \$500,000 to subsidize the construction of the 100 Required Attainable Housing Units as outlined in the Development Agreement. This support from the Seller shall be paid by way of a credit against the Purchase Price at Closing. If the Purchaser does not sell the 100 Required Attainable Housing Units to Eligible Households as required under the Development Agreement, the Purchaser shall return all or a portion of the \$500,000 subsidy to the Seller as set out in the Development Agreement.

7. The Agreement shall remain in full force and effect and subject to the terms of this Amendment. This Amendment may be executed in any number of counterparts.

IN WITNESS WHEREOF, the Seller and Purchaser have set their hands and seals on this day first above written.

CITY ATTORNEY:

Approved as to form and legal sufficiency

By: Pamela H. Ryan
Pamala H. Ryan, Esq.

Dated: 6/23/04

GREENBERG TRAUERIG, P.A.,
Special Counsel to City of Riviera Beach

By: Michael J. Sabatello, IV
Michael J. Sabatello, IV, Esq.

Dated: 6/23/04

SELLER:

CITY OF RIVIERA BEACH

By: Michael Brown
Michael Brown, Mayor

Dated: _____

Attest: Carrie E. Ward 6/16/04
Carrie E. Ward, M.M.C.
City Clerk

By: _____

Dated _____

PURCHASER:

MARSH HARBOUR ASSOCIATES, LTD,
a Florida limited partnership

By: BMG/Cornerstone Joint Venture

By: Leon J. Wolfe
Leon J. Wolfe,
President of Managing GP

Dated: _____

RESOLUTION NO. 118-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE STAFF TO SUBMIT A U.S. DEPARTMENT OF JUSTICE COPS UNIVERSAL HIRING GRANT FOR 10 NEWLY HIRED ADDITIONAL OFFICER POSITIONS IN THE AMOUNT OF \$750,000 OVER A THREE-YEAR PERIOD; THE GRANT PAYS FOR THE SALARY AND BENEFITS OF EACH NEWLY HIRED ADDITIONAL OFFICER. THE GRANT REQUIRES A MINIMUM CASH MATCH OF \$250,000.

WHEREAS, The U.S. Department of Justice Office of Community Oriented Policing Services has a Universal Hiring Grant to pay for salary and benefits of each newly hired additional officer over a three-year period; and

WHEREAS, The Universal Hiring Grant provides 75% of the approved entry-level salary and benefits of each newly additional hired officer over a three-year period; and

WHEREAS, The Universal Hiring Grant requires a minimum cash match of 25% unless a waiver of the local match is authorized; and

WHEREAS, The City's Police Department is desirous of submitting an application for funding of 10 newly hired additional officers in the amount of \$750,000; and

WHEREAS, The grant requires a minimum cash match of \$250,000; and

WHEREAS, The City will request a waiver of the local cash match requirement; and

WHEREAS; The City Manager will allocate the required local cash match in the General Fund Budgets for the three-year period of the grant unless a waiver is authorized.

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

SECTION 1. The Staff is authorized to submit the Universal Hiring Grant for 10 newly hired additional officers in the amount of \$750,000.

SECTION 2. The City Manager is authorized to allocate the required local cash match General Fund Budget for the three-year period of the grant unless a waiver of the match is authorized.

RESOLUTION NO. 118-03

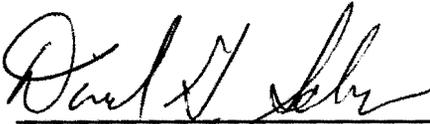
PAGE 2

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

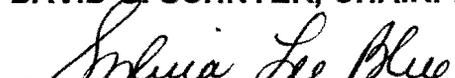
PASSED AND APPROVED this 21st day of May, 2003.

APPROVED:

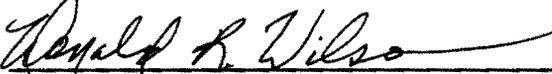

MICHAEL D. BROWN, MAYOR


DAVID G. SCHNYER, CHAIRPERSON

[MUNICIPAL SEAL)

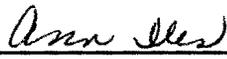

SYLVIA L. BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON

Absent
ELIZABETH "LIZ" WADE


CARRIE E. WARD, MMC
CITY CLERK


ANN ILES
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE absent

A. ILES aye

REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

RESOLUTION NO. 119-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING THE PART TIME POSITIONS OF CONCESSION MANAGER, CONCESSION SUPERVISOR AND CONCESSION ATTENDANT UNDER PART TIME POSITIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Recreation and Parks Department will soon open a new Aquatic Center; and

WHEREAS, the City has decided to operate a Concession Stand and employ staff; and

WHEREAS, certain positions are necessary to perform various duties in the Concession Stand; and

WHEREAS, in order to employ individuals to work in the Concession Stand, the City's job classification list has to be amended to create the positions of Concession Manager, Concession Supervisor and Concession Attendant.

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 job classification list be amended by adding the following classifications as follows:

<u>POSITION SCHEDULE</u>	<u>POSITION</u>	<u>SALARY</u>
Part-Time	Concession Manager	\$10/hour
Part-Time	Concession Supervisor	\$8.75/hour
Part-Time	Concession Attendant	\$7.76/hour

RESOLUTION NO. 119-03

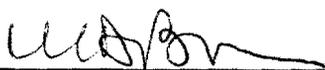
PAGE -2-

SECTION 2. That the job classification list be amended to reflect the positions of Concession Manager, Concession Supervisor and Concession Attendant.

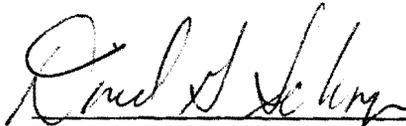
SECTION 3 That this Resolution shall take effect upon its passage and adoption by City Council.

PASSED AND ADOPTED this 21st day of May 2003.

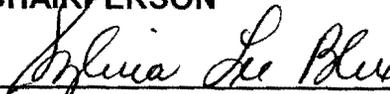
APPROVED:



MICHAEL D. BROWN
MAYOR

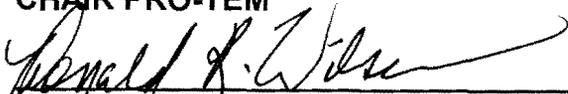


DAVID G. SCHNYER
CHAIRPERSON



SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:



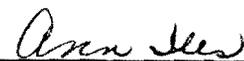
DONALD R. WILSON
COUNCILPERSON

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	<u>aye</u>
S. BLUE	<u>aye</u>
D. WILSON	<u>aye</u>
E. WADE	<u>absent</u>
A. ILES	<u>aye</u>

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 5/21/03

RESOLUTION NO. 120-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$28,705.00 FROM THE GENERAL FUND CONTINGENCY ACCOUNT TO FIRE RESCUE CAPITAL ITEM ACCOUNT TO COVER THE COST OF PURCHASING ONE 8-LINE ADVANCED NOTIFICATION SYSTEM; AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$24,900.00 TO DIALOGIC COMMUNICATIONS CORPORATION TO PURCHASE THE ADVANCED COMMUNICATIONS SYSTEM AND \$3,805.00 FOR COST RELATED TO INSTALLATION; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is responsible for notifying the citizens of Riviera Beach regarding issues that affect their quality of life; and

WHEREAS, the City has determined that purchasing an advanced notification system would enhance its ability to provide early warning with regards to activities within the City which require preventive actions; and

WHEREAS, the purchase of the advanced notification system from Dialogic Communications Corporation would allow for compatibility with Palm Beach County and other local and State agencies; and

WHEREAS, Dialogic Communications Corporation is the sole source supplier of the Dialogic Communications Communicator System.

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

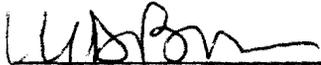
Section 1: The City Council of the City of Riviera Beach, Palm Beach County Florida hereby authorizes the Finance Director to transfer \$28,705.00 from General Fund Contingency account number 001-0203-519-0-5999 to Fire Rescue Capital Item account number 001-0920-5220-6405.

Section 2: Authorizing the Mayor and Finance Director to make payment to Dialogic Communications Corporation for purchase of an automated notification system in the amount of \$24,900 and payment of \$3805.00 for related cost of installation.

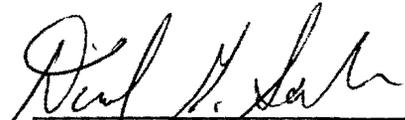
Section 3: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 21st **day of** May, **2003**

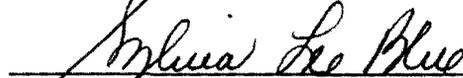
APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON



SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

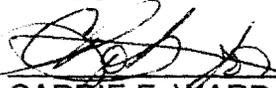


DONALD R. WILSON
COUNCILPERSON

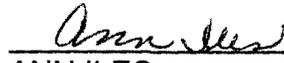
absent

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



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 H. RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 121-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR A 45,973 SQUARE FOOT WINN DIXIE GROCERY STORE LOCATED ON 3.39 ACRES ON THE SOUTH EAST CORNER OF US HIGHWAY 1 AND 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 May 8, 2003 to review the application and made a recommendation to the City Council of Riviera Beach; and,

WHEREAS, The Applicant has received approval from the Community Redevelopment Agency.

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

SECTION 1. The Site Plan for a 45,973 square foot Winn Dixie Grocery Store located on 3.39 acres on the south east corner of US Highway 1 and Silver Beach Road is approved with the following conditions:

- A. 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.
- B. 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.

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.

Resolution No. 121-03

Page -2-

SECTION 3. This resolution shall be effective upon approval of the Site Plan by the Riviera Beach Community Redevelopment Agency.

PASSED AND APPROVED this 21st day of May, 2003

APPROVED:

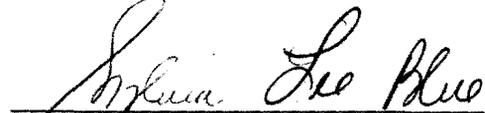


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

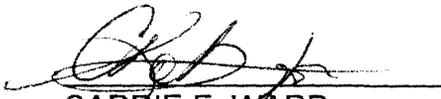


SYLVIA LEE BLUE,
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Absent

ELIZABETH "LIZ" WADE
COUNCILPERSON



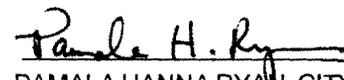
ANN ILES
COUNCILPERSON

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: 5/9/03

RESOLUTION NO. 122-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACT AND AWARD THE BID TO T. M. RUSSELL CONTRACTING, INC., THE LOWEST RESPONSIVE BIDDER, FOR THE 16-INCH DIAMETER POTABLE WATER TRANSMISSION LINE CONNECTION IN THE AMOUNT OF \$717,350.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 407-1437-533-0-6508; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued a Request for Proposal (RFP) for installation of a 16-inch potable water line on January 26th and January 30th, 2003; and

WHEREAS, the City received responses to such RFP; and

WHEREAS, R.C.T. Engineering, Inc. (R.C.T.) conducted, on behalf of the City, a bid evaluation and, it was determined that, T. M. Russell Contracting, Inc., submitted the lowest responsive bid for the 16-inch diameter potable water transmission line connection in amount of \$717,350.00; and

WHEREAS, T. M. Russell Contracting, Inc., represents a 12% participation in the Minority Business Enterprises (M/WBE) to participate in and perform projects financed with City funds; and

WHEREAS, staff recommends that City Council approve the contract and bid award to T. M. Russell Contracting, Inc. for the 16-inch diameter potable transmission line connection to boost the water pressure in the western area of the City.

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

SECTION 1: That the City Council hereby accepts the contract and bid in the amount of \$717,350.00.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute the contract from T.M. Russell Contracting, Inc.

SECTION 3: That the Mayor and Finance Director are authorized to make payment from Account No. 407-1437-533-0-6508.

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

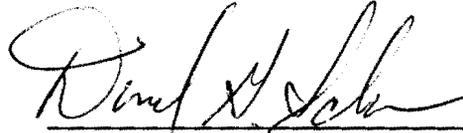
RESOLUTION NO. 122-03
PAGE 2

PASSED AND APPROVED this 21st day of MAY, 2003.

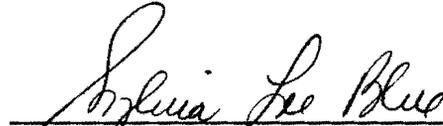
APPROVED:



MICHAEL D. BROWN,
MAYOR

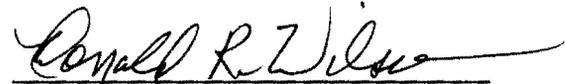


DAVID G. SCHNYER
CHAIRPERSON



SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON
COUNCILPERSON

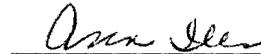
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Absent

ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

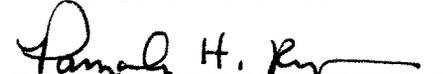
S. BLUE out

D. WILSON aye

E. WADE absent

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/13/03

RESOLUTION. NO. 123-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ACADEMIC SUMMER CAMP 2003 TO BE HELD JUNE 16 – JULY 25, 2003 ON THE CAMPUS OF JOHN F. KENNEDY MIDDLE MAGNET SCHOOL. THE CAMP WILL BE FUNDED BY A GRANT FROM THE KNIGHT FOUNDATION'S COMMUNITY PARTNERS PROGRAM; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$159,232; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Knight Foundation has established the Community Partners Program; and

WHEREAS, the Community Partnership Grant Program will fund programs operated by community based organizations for middle school aged youth; and

WHEREAS, the City desires to provide wholesome and challenging summer youth programs that enhance the academic, physical and intellectual development of our youth while also facilitating a decrease in youth criminal activity; and

WHEREAS, the City has requested grant funds in the amount of \$159,232 to fund a six week Academic Summer Camp; and

WHEREAS, the City operated successful Academic Summer Camps for middle school students from 1996 - 2001.

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

SECTION 1. That the Finance Director is authorized to set up a budget in the amount of \$159,232 for an Academic Summer Camp.

SECTION 2. That staff is authorized to staff and operate a six week Academic Summer Camp for middle school student.

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

RESOLUTION NO. 123-03

PAGE

PASSED AND APPROVED this 21st day of May 2003.

APPROVED:



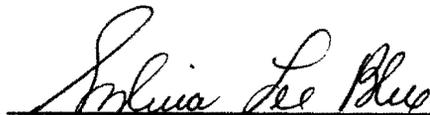
MICHAEL D. BROWN
MAYOR



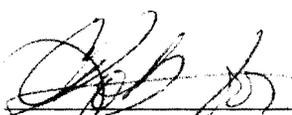
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

ATTEST:



SYLVIA LEE BLUE
CHAIR PRO-TEM



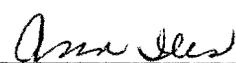
CARRIE E. WARD, MMC
CITY CLERK



DONALD R. WILSON
COUNCILPERSON

Absent

ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

S. BLUE out

D. WILSON aye

E. WADE absent

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: _____

RESOLUTION NO. 124-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE 2002-2003 CAPITAL PROGRAM BUDGET TO INCLUDE ADDITIONAL PROJECTS; AUTHORIZING THE FINANCE DIRECTOR TO PROCEED WITH SECURING FUNDING IN THE COMMERCIAL PAPER PROGRAM NOT TO EXCEED \$1,700,000; AND AUTHORIZING THE MAYOR, CITY CLERK AND FINANCE DIRECTOR TO EXECUTE SAID AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM THE DEBT SERVICE FUND.

WHEREAS, the approved capital projects for the 2002-03 fiscal year contemplates a \$2.5 million loan. Based on a review of the capital projects needs and requirements with City staff, the budget will need to be amended and funding secured; and

WHEREAS, staff is recommending that certain projects be added to the 2002-2003 capital program and certain others delayed pending final project analysis; and

WHEREAS, staff has diligently worked with the City's financial advisors, Public Financial Management, in recommending financing strategies for the City's capital needs through the Commercial Paper Program, administered through the Florida Association of Counties; and

WHEREAS, based on the short-term financing needs, it is recommended that funding is secured through the Florida Association of Counties Commercial Paper Program.

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

SECTION 1. That the City Council approves amending the 2002-2003 Capital Program Budget to include additional projects as follows:

Space Utilization Study	\$40,000
Professional Services for Police Relocation	280,000
Congress Lakes	167,000
Advance Notification System	29,000

PAGE 2

RESOLUTION NO. 124-03

SECTION 2. That the City Council authorizes the Finance Director to proceed with securing funding in the Commercial Paper Program through Public Financial Management, Inc., in an amount not to exceed \$1,700,000. in accordance with their recommendations.

SECTION 3. That the City Council authorizes the Mayor, City Clerk, and Finance Director to execute the agreement upon acceptance into the Commercial Paper Program through the Florida Association of Counties.

SECTION 4. That the City Council authorizes the Finance Director to make cost of issuance, principal & interest payments for same from the Debt Service Fund.

PASSED AND APPROVED this 21st day of May, 2003.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED:



MICHAEL D. BROWN,
MAYOR



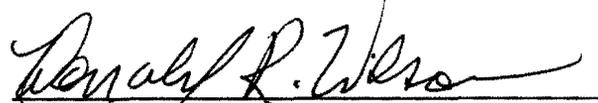
DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)



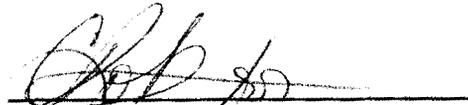
SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:

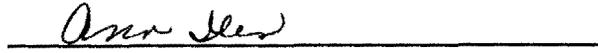


DONALD R. WILSON
COUNCILMEMBER

absent
ELIZABETH "LIZ" WADE
COUNCILMEMBER



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
COUNCILMEMBER

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



CITY ATTORNEY
CITY OF RIVIERA BEACH

5/15/03

DATE

NO. 125-03

OMITTED

RESOLUTION NO: 126-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA DESIGNATING BICENTENNIAL PARK AND THE ADJACENT CITY CONTROLLED SUBMERGED LANDS AS THE LOCATION OF THE FUTURE JOHN H. PERRY, Jr. AQUARIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has planned for the siting of a "World Class" Aquarium in the City of Riviera Beach for many years; and

WHEREAS, the City of Riviera Beach has considered the existing Bicentennial Park as the best waterfront location within the City limits for the siting of an aquarium; and

WHEREAS, the City is home to one of the world's renowned Oceanography Research Firms, Perry Oceanographics; and

WHEREAS, the founder of Perry Oceanographics, Mr. John H. Perry, Jr. and philanthropists, Mr. and Mrs. Walter Lovejoy, have volunteered to lead a fundraising effort to build a new aquarium in the City; and

WHEREAS, On September 11, 2002, the City Council adopted Resolution No. 159-02 naming the future aquarium to be located in the City of Riviera Beach as the John H. Perry, Jr. Aquarium; and

WHEREAS, the Palm Beach County Aquarium Corporation D/B/A John H. Perry, Jr. Aquarium not for profit organization has been formed to lead the development of a plan to fund and construct the Perry Aquarium; and

WHEREAS, a team of municipal officials, led by Mayor Michael Brown, and leading professional aquarium consultants have determined that the natural waterfront location of Bicentennial Park is the best location within the City for the siting of a "World Class" Aquarium; and

WHEREAS, Bicentennial Park is to be used for a public purpose; and

WHEREAS, City Water and Sewer infrastructure is present and available to the Bicentennial Park site; and

WHEREAS, the City finds that the siting of a "World Class" Aquarium on the existing Bicentennial Park site is a public purpose and in the public interest.

Resolution No. ____
Page 2

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

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

Section 2: The City Council of the City of Riviera Beach, Florida determines that the existing waterfront Bicentennial Park , Lots 1 through 8, Block 10, Inlet Groves, Plat Book 6, Page 87, and adjacent City controlled submerged lands shall be the location of the future John H. Perry, Jr. Aquarium.

Section 3: This resolution shall become effective immediately upon passage.

Resolution No. _____

Page 3

PASSED AND ADOPTED this 2 day of June, 2003.

APPROVED:

[Signature]
MICHAEL D. BROWN,
MAYOR

[Signature]
DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]
SYLVIA LEE BLUE,
CHAIR PRO-TEM

[Signature]
DONALD R. WILSON
COUNCILPERSON

ATTEST:

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

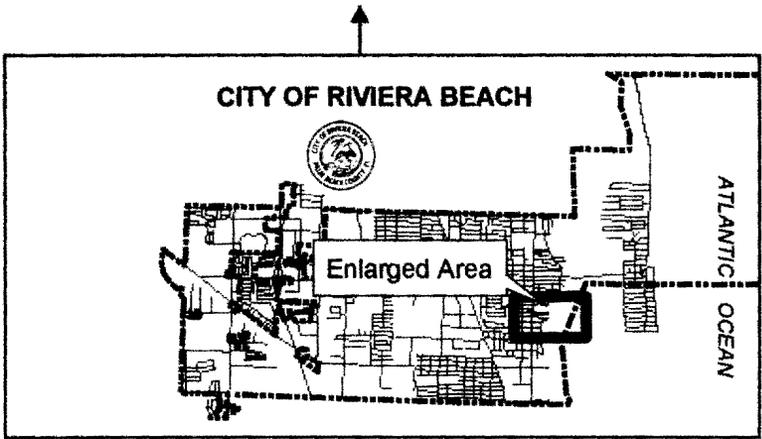
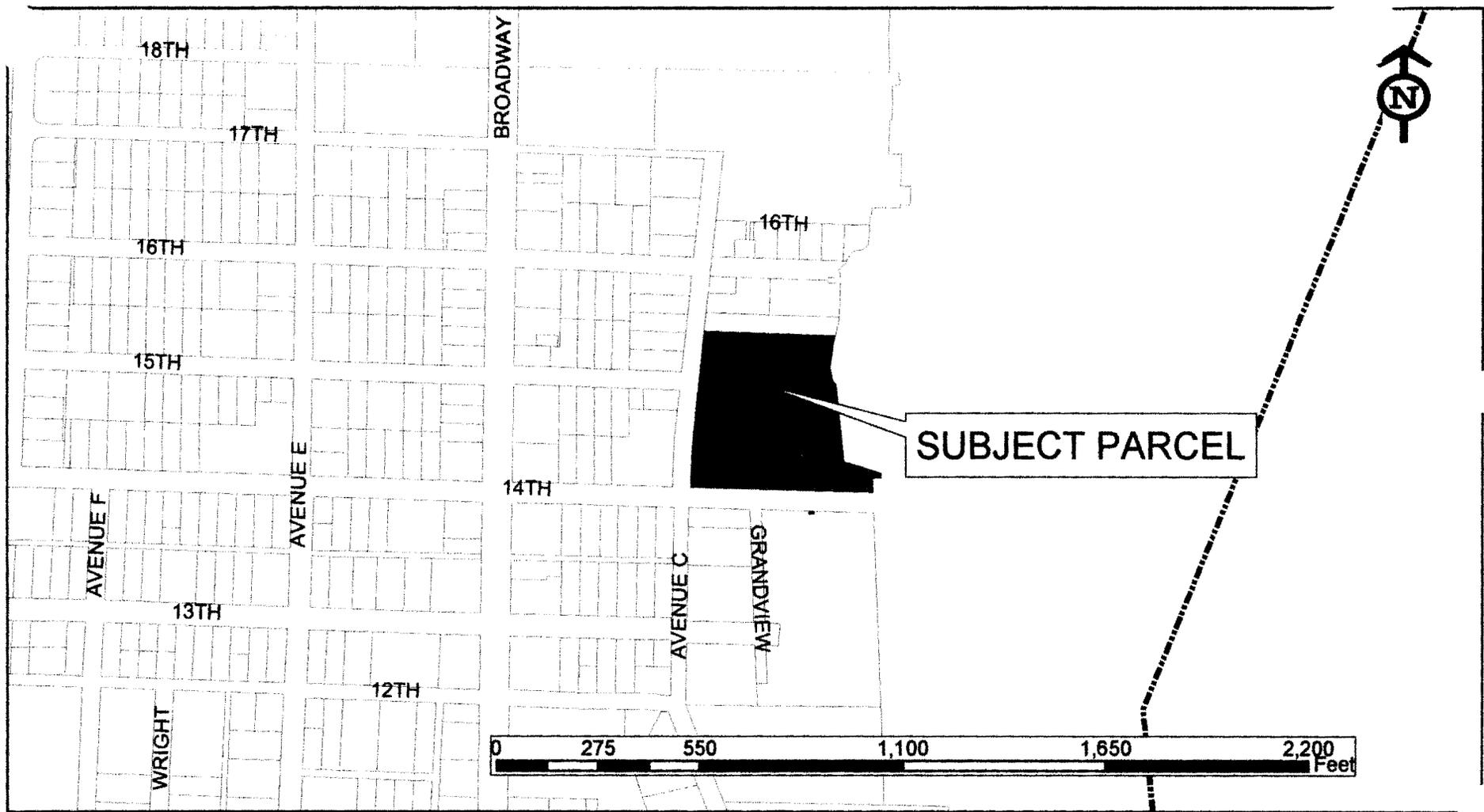
[Signature]
ELIZABETH "LIZ" WADE
COUNCILPERSON

[Signature]
ANN ILES
COUNCILPERSON

MOTIONED BY: [Signature]
SECONDED BY: [Signature]

D. SCHNYER: [Signature]
S. BLUE: [Signature]
D. WILSON: [Signature]
E. WADE: [Signature]
A. ILES: [Signature]

REVIEWED AS TO LEGAL SUFFICIENCY
[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY



**LOCATION MAP
BICENTENNIAL PARK**

Legend	
	Street Center Line
	Parcel Boundary
	Municipal Boundary
	Bicentennial_Park

Map Created on May 30, 2003
by the City of Riviera Beach, Dept. of Community Development

D:\projects\planning & zoning\BicentenNial Park\location map_BicenteNnial Park.mxd

RESOLUTION NO. 127-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO THE LAW FIRM OF BEVERIDGE AND DIAMOND, P.C. IN THE AMOUNT OF \$39,554.30 FOR RENDERING PROFESSIONAL LEGAL SERVICES IN THE MATTER OF THE SOLITRON SITE; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 401-1417-5360-3406; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 20, 1999, the City Council hired the Law Firm of Beveridge and Diamond, P.C. to investigate and evaluate the City's option for recovering past and future costs that the City incurred because of contamination to the Solitron Site and the City's drinking water aquifer; and

WHEREAS, Beveridge and Diamond, P.C., performed professional legal services on behalf of the City as it relates to contamination issues at the Solitron site and has submitted three (3) invoices dated February 26, 2003 (\$25,308.31), March 31, 2003 (\$1,368.09), and April 14, 2003 (\$12,877.90) for those services in the amount totaling \$39,554.30.

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 accepts and approves said payment to the Law Firm of Beveridge and Diamond, P.C., in the amount of \$39,554.30 for professional legal services.

SECTION 2: The Mayor and Finance Director are authorized to make payment for same under Account No. 401-1417-5360-3406.

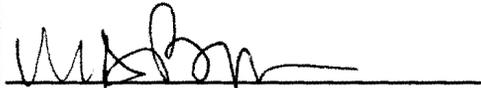
SECTION 3: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 127-03

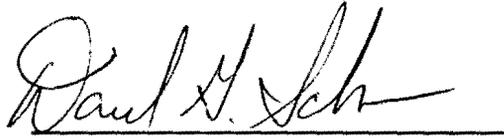
PAGE 2

PASSED AND APPROVED this 4th day of JUNE, 2003.

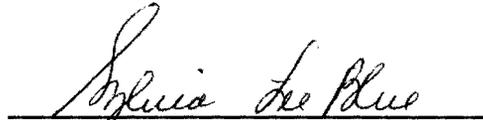
APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON



SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

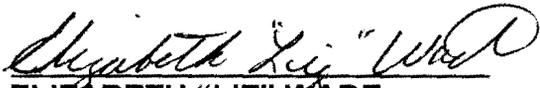


DONALD R. WILSON
COUNCILPERSON

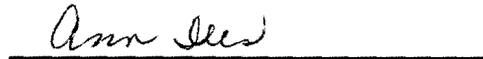
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

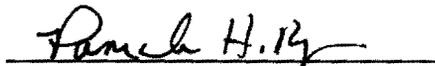
S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/28/03

RESOLUTION NO. 128-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF BID NO. 07503 AND AUTHORIZING THE PURCHASE OF OUTDOOR POOL FURNITURE FOR BARRACUDA BAY AQUATIC FACILITY TO SUNNILAND PATIO, LAKE PARK, FLORIDA IN THE AMOUNT OF \$16,700; AND FURTHER APPROVING THE PURCHASE OF INTERIOR OFFICE FURNITURE FOR THE AQUATIC FACILITY ADMINISTRATIVE OFFICES FROM THOMAS W. RUFF, WEST PALM BEACH, FLORIDA, A STATE CONTRACT VENDOR PER CONTRACT NO. 425-001-01-1 AS PER PRICES OUTLINED IN THEIR QUOTE NO. 71465 DATED APRIL 17, 2003 IN THE AMOUNT OF \$21,869.87; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT 308-1236-572-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Aquatic Facility, Barracuda Bay will open in July 2003; and

WHEREAS, the City of Riviera Beach Recreation Department requires outdoor pool furniture and interior office furniture for the Aquatic Facility, Barracuda Bay; and

WHEREAS, staff solicited bids from various vendors to provide outdoor pool furniture as well as State of Florida contract vendors for interior office furniture.

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 award of Bid No. 07503 to Sunniland Patio, Lake Parks, Florida in the amount of \$16,700.00 for the purchase of outdoor pool furniture for the Aquatic Facility.

SECTION 2. That the City Council approves the purchase of interior office furniture to Thomas W. Ruff and Company, West Palm Beach, Florida per State of Florida Contract No. 425-001-01-1 in the amount of \$21,869.87 per their quote dated April 17, 2003.

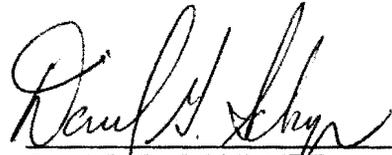
SECTION 3. That City Council authorizes the Finance Director to pay this amount from Account No. 308-1236-572-0-6405.

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

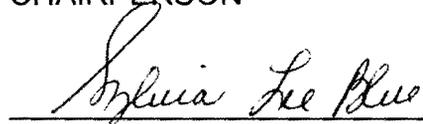
PASSED AND APPROVED this 4th day of June, 2003.

APPROVED:

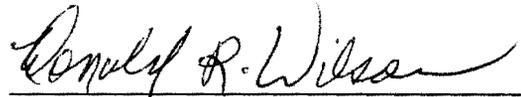

MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

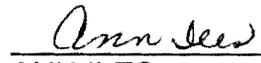

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

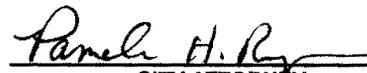
D. WILSON aye

E. WADE aye

A. ILES aye

JLW/sdb/5/03

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/27/03

RESOLUTION NO.: 129-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NUMBER 07603 TO PASSPORT PIZZA OF BOCA RATON, FLORIDA IN THE AMOUNT OF \$37,323.00 TO PROVIDE MEALS FOR THE PARTICIPANTS OF THE SUMMER PROGRAM; AND AUTHORIZING THE FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 137-1232-572-0-3406; 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 City solicited bids for vendors to provide meals for the Summer Food Service Program; and

WHEREAS, the bids were received on May 6, 2003, and Passport Pizza is the recommended Bidder to provide meals for the participants of the Summer 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 approves the award of bid number 07603 to Passport Pizza, Boca Raton, Florida in the amount of \$37,323.00 to provide meals to all participants of the annual Summer Camp Program.

SECTION 2. That the Finance Director is authorized to make payment from Account No. 137-1232-572-0-3406.

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

PASSED AND APPROVED this 4th day of June 2003.

APPROVED:


MICHAEL D. BROWN,
MAYOR

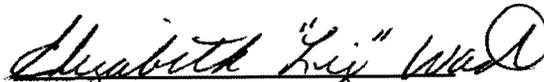

DAVID G. SCHNYER,
CHAIRPERSON

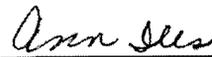

SYLVIA LEE BLUE,
CHAIRPERSON PRO TEM


DONALD R. WILSON,
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE,
COUNCILPERSON


ANN ILES,
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

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: _____

RESOLUTION NO. 130-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY FOR COMMUNITY DEVELOPMENT BLOCK FUNDS BY NEW BEGINNINGS COMMUNITY DEVELOPMENT CENTER, INC. IN THE AMOUNT OF \$51,236 FOR FISCAL YEAR 2003; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County solicited applications for its Community Development Block Grant Program for Fiscal Year 2003-2004 on January 5, 2003; and

WHEREAS, the New Beginnings Development Center, Inc. a locally based non-profit organization applied for \$75,000 of CDBG Funds to assist with the acquisition of land for the development of a charter school; and

WHEREAS, CDBG regulations requires that applications submitted by community based non-profit organizations within a participating municipality's boundary, obtain support to submit their applications for CDBG funding and receive a priority ranking; and

WHEREAS, Palm Beach County Housing and Community Development is requesting that the City of Riviera Beach as a condition for funding this project, adopt a resolution supporting the submission and a ranking of number two (2) for the New Beginnings Community Development Center, Inc. land acquisition charter school project.

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

SECTION 1. The City Council authorizes the submission of New Beginnings Community Development Center, Inc's application for Community Development Block Grant Funds for land acquisition with a priority ranking of two (2).

SECTION 2. The approval of this resolution does not bind the City to change the Zoning and Land Use of this parcel. All zoning and land use amendments must be evaluated in accordance with the City's criteria for approving these types of amendments.

SECTION 3. The City Manager is authorized to execute and submit this resolution to Palm Beach County.

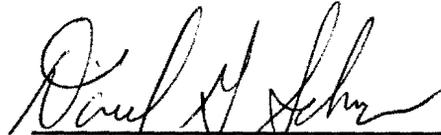
SECTION 4. This Resolution shall take effect immediately upon passage.

PASSED and APPROVED this 4th day of June, 2003.

APPROVED:

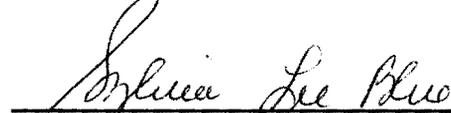


MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE,
CHAIR PRO-TEM

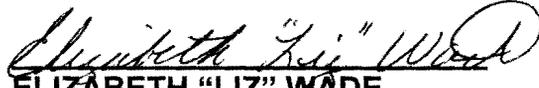
ATTEST:



DONALD R. WILSON,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



ANN ILES,
COUNCILPERSON

Motioned By: S. Blue

Seconded By: D. Wilson

D. Schnyer aye

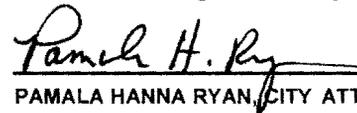
S. Blue aye

D. Wilson aye

E. Wade aye

A. Iles aye

Reviewed as to Legal Sufficiency



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 5/28/03

RESOLUTION NO. 131-03

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 STIPULATED SETTLEMENT AGREEMENT BETWEEN ALBERT LORIOI, JAQUELINE LORIOI, AND MARTHA BABSON, PETITIONERS VERSUS THE CITY OF RIVIERA BEACH AND THE DEPARTMENT OF COMMUNITY AFFAIRS, RESPONDENTS, CHALLENGING THE CITY OF RIVIERA BEACH COMPREHENSIVE PLAN AMENDMENT ADOPTED BY ORDINANCE NUMBER 2923 AND REQUESTING THE CITY COUNCIL TO ACCEPT THE STIPULATED SETTLEMENT AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 18, 2002 the City of Riviera Beach adopted a text and map amendment to it's Comprehensive Plan Future Land Use Element, under School Siting Objective 1.12.

WHEREAS, on February 10, 2003, the Department of Community Affairs published a Notice of Intent to Find the City of Riviera Beach Comprehensive Plan amendment "In Compliance"; and,

WHEREAS, Albert Lorioi, Jaqueline Lorioi, and Martha Babson filed an objection to the Department of Community Affairs Notice of Intent to Find the City's Comprehensive Plan Amendment In Compliance; and,

WHEREAS, the City entered into mediation with Albert Lorioi, Jaqueline Lorioi, and Martha Babson regarding their objection; and,

WHEREAS, Albert Lorioi, Jaqueline Lorioi, and Martha Babson requested that Policy 1.12.3 be amended in the City of Riviera Beach Comprehensive Plan Future Land Use Element; and,

WHEREAS, the City has entered into a Stipulated Settlement Agreement with Albert Lorioi, Jaqueline Lorioi, and Martha Babson.

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

SECTION 1. That Albert Lorioi, Jaqueline Lorioi, and Martha Babson agree to dismiss their objection to the text amendment of the City of Riviera Beach Comprehensive Plan, and the City hereby agrees to amend policy 1.12.3 of the Future Land Use Element as follows:

Future Land Use Element; Policy 1.12.3: All proposed school sites shall be located away from industrial uses, major arterial roadways, railroads, airports, seaports, and similar land uses to avoid noise, odors, dust, and traffic impacts and hazards. School sites may be located away from the above areas and hazards by providing onsite buffering including but not limited to: open spaces, landscaped areas, fences, walls, berms or any combination thereof used to physically separate or screen one use or property from another so as to visually shield, ~~to protect~~, or to block noise, lights or other nuisances, ~~or~~ and by taking measures deemed necessary to ensure safety from any hazardous or noxious conditions.

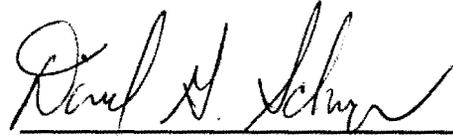
SECTION 2. That the Stipulated Settlement Agreement between the City of Riviera Beach, the Department of Community Affairs, Albert Loriol, Jaqueline Loriol, and Martha Babson is attached as "Exhibit A" and made a part of this resolution.

SECTION 3. That this resolution shall take effect immediately upon its approval.

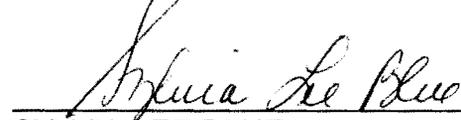
PASSED AND APPROVED this 4th day of June, 2003

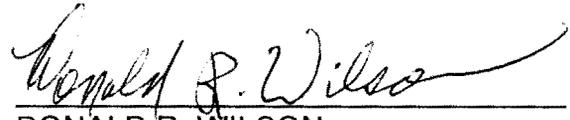
APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER,
CHAIRPERSON

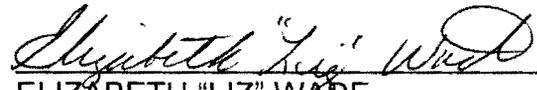
(MUNICIPAL SEAL)

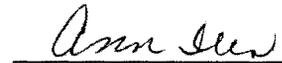

SYLVIA LEE BLUE,
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON

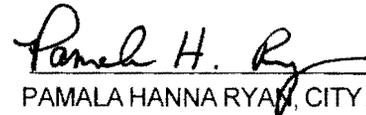

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

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: 5/28/03

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

**ALBERT LORIOL,
JAQUELINE LORIOL,
and MARTHA BABSON,**

Petitioners,

v.

**DOAH Case Nos. 03-0867GM
03-0868GM**

**CITY OF RIVIERA BEACH and
DEPARTMENT OF COMMUNITY
AFFAIRS,**

Respondents.

STIPULATED SETTLEMENT AGREEMENT

This STIPULATED SETTLEMENT AGREEMENT is entered into by the State of Florida Department of Community Affairs, Albert Loriol, Jaqueline Loriol, Martha Babson, and the City of Riviera Beach as a complete and final settlement of all claims raised by the Loriols and Ms. Babson (“the Petitioners”) in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida Department of Community Affairs (“DCA” or “Department”) is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City of Riviera Beach (“Local Government”) is a local government with the duty to adopt a comprehensive plan that is “in compliance;” and

WHEREAS, the Local Government adopted a Comprehensive Plan Amendment by Ordinance Number 2923 on December 18, 2002 (“the plan amendment”); and

WHEREAS, the Department issued a Notice of Intent finding the plan to be “in compliance”; and

WHEREAS, pursuant to Section 163.3184(9), Florida Statutes, Albert Loriol, Jaqueline Loriol, and Martha Babson initiated the above-styled formal administrative proceedings challenging the plan amendment; and

WHEREAS, the Local Government disputes the allegations contained in the Loriols’ and Ms. Babson’s petitions regarding its plan amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. **Definitions.** As used in this agreement, the following words and phrases shall have the following meanings:

a. **Act:** The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. Remedial Plan Amendment: An amendment to the challenged plan amendment, the need for which is identified in this Agreement, including its exhibits, and which the local government must adopt to comply with this Agreement. Remedial plan amendments adopted pursuant to this Agreement must be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department and the petitioners.

2. Negotiation of Agreement. The Department issued its Notice of Intent to find the Plan in compliance, whereupon the petitioners filed petitions initiating these cases. Subsequent to the filing of the petitions the parties conferred and agreed to resolve the issues in the petitions through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

3. Dismissal. If the Local Government completes the Remedial Actions required by this Agreement, the Department will publish Notice of Intent finding the Remedial Plan Amendment in compliance. Within five working days of that Notice's publication, each petitioner will file a Notice of Voluntary Dismissal of his/her petition with the Division of Administrative Hearings ("DOAH").

4. Description of Remedial Plan Amendments. Exhibit A to this agreement contains Remedial Plan Amendments which the petitioners believe are needed for compliance. Exhibit A is incorporated in this Agreement by this reference.

5. Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption the Remedial Plan Amendment described in Exhibit A. This may be done at a single adoption

hearing. Within 10 working days after adoption of the Remedial Plan Amendment, the Local Government shall transmit 5 copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The Local Government also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy to any party granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

6. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendments, the Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. If the adopted Remedial Plan Amendments satisfy this Agreement, the Department shall issue a Notice of Intent finding the Remedial Plan Amendment as being in compliance. Each petitioner agrees that he/she will dismiss his/her petition as described in paragraph 3 of this Agreement.

b. If the Remedial Plan Amendments do not satisfy this Agreement, the Department may issue a Notice of Intent to find the Plan Amendment not in compliance if it determines it does not comply with this agreement and does not meet the in compliance requirements of Section 163.3184 (1) (b), Florida Statutes. Each petitioner may continue with the litigation in his/her proceeding. If he/she decides to proceed with this case, he/she shall

advise the Administrative Law Judge in writing of that decision within 15 days after the Department publishes its notice.

7. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

8. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the plan amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

9. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the Mayor of the City of Riviera Beach as provided in the City's charter or other regulations.

10. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

11. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

12. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

13. Effective Date. This Agreement shall become effective immediately upon execution by the petitioners, Department and the Local Government. If one or two of the petitioners sign the Agreement instead of all three petitioners, this Agreement shall apply to those petitioners who sign the Agreement.

14. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.

15. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

16. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS:

Approved as to form and legal sufficiency:

By: _____
Director, Division of Community
Planning

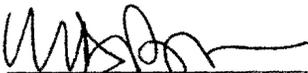
Assistant General Counsel

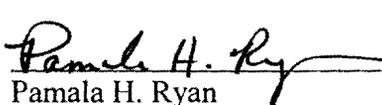
Date

Date

CITY OF RIVIERA BEACH:

Approved as to form and legal sufficiency:

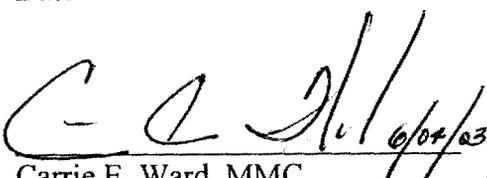
By: 
Michael D. Brown
Mayor


Pamala H. Ryan
City Attorney

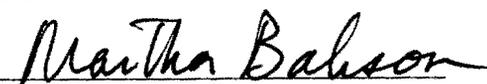
6/04/03
Date

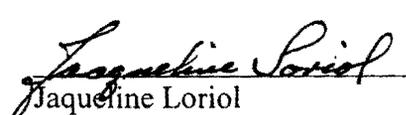
5/28/03
Date

Attest

By: 
Carrie E. Ward, MMC
City Clerk

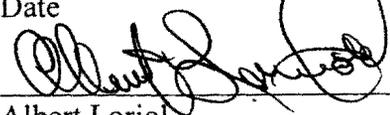
PETITIONERS:

By: 
Martha Babson

By: 
Jaqueline Loriol

5-20-03
Date

5-21-03
Date

By: 
Albert Loriol

21 MAY 03
Date

EXHIBIT "A"

Policy 1.12.3: All proposed school sites shall be located away from industrial uses, major arterial roadways, airports, seaports, and similar land uses to avoid noise, odors, dust, and traffic impacts, and hazards. School sites may be located away from the above areas and hazards by providing on-site buffering including but not limited to open spaces, landscaped areas, fences walls, berms or any combination thereof used to physically separate or screen one use or property from another so as to visually shield, ~~to protect~~, or to block noise, lights or other nuisances, or and taking measures deemed necessary by the City to ensure safety from any hazardous or noxious conditions.

RESOLUTION NO. 132-03

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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION NOT TO EXCEED \$5,000 PER MONTH FOR TWELVE MONTHS; THE SAME TO BE PAID FROM CONTRACT SERVICES, ACCOUNT NO. 001-0203-519-0-3106.

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

Section 2. That compensation is not to exceed \$5,000 per month for twelve months and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Contract Services, Account No. 001-0203-519-0-3106.

Section 3. That a copy of the Agreement for Professional Services between the City of Riviera Beach and Alcalde & Fay, Ltd. shall be attached hereto and made a part of this Resolution.

Section 4. This Resolution shall take effect immediately upon passage and adoption by the City Council.

PASSED and ADOPTED this 4th day of June, 2003.

RESOLUTION NO. 132-03

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

Donald R. Wilson
DONALD R. WILSON
COUNCILPERSON

ATTEST

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

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

Ann Iles
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

Paul H. Ryan
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 5/28/03

mem
5/28/03

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

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

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgement of the Council Members, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government.

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

PART I – SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on public works, transportation, communications, water resources, housing, and Federal grant programs, including but not limited to:

1. Assisting in the development of strategies relating to the governmental agencies who regulate and fund public works, transportation, communications, water resources, and housing programs;
2. Developing strategies to obtain and maximize public works, transportation, water resources, and housing and Federal grant programs;
3. Coordinating funding, legislation and policy-related activities with the United States Congress and federal agencies;
4. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY's projects;
5. Maintaining direct and frequent contact with key United States Senators and Representatives;
6. Advocating CITY interests during the United States Legislative and regulatory process;
7. Leading and organizing successful local efforts to obtain funding and beneficial status for the CITY projects; and
8. Providing the CITY with a written report of activities and attending CITY meetings at any time upon the CITY's request.

CONTRACTOR: ALCALDE & FAY, LTD
 2111 WILSON BLVD., 8TH FLOOR
 ARLINGTON, VA 22201
 (703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

- E. **TERM OF AGREEMENT:** This Agreement shall become effective on May 1, 2003 and shall terminate on April 30, 2004 or upon 30 days' notice by either party with or without cause.

- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2003.

ATTEST:



Carrie E. Ward
Master Municipal Clerk
City Clerk

REVIEWED FOR LEGAL SUFFICIENCY

PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

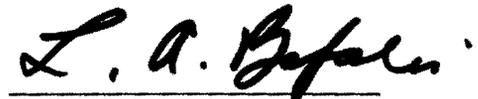
DATE: _____

CITY OF RIVIERA BEACH



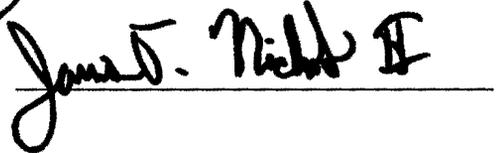
Michael D. Brown
Mayor

ALCALDE & FAY, LTD.



L. A. BAFALIS, PARTNER

Witnesses:

mem
5/28/03

RESOLUTION NO. 133-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA TRANSFERRING \$10,000 FROM GENERAL FUND CONTINGENCY TO THE JULY FOURTH CELEBRATION FUND (138) AND AUTHORIZING FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$40,000.

WHEREAS, the City Council in adopting the 2002/2003 Budget, approved presentation of the July 4th, 2003, celebration, and

WHEREAS, staff has begun planning and advertising for this event; and

WHEREAS, at this time, funds must be transferred to cover costs of this event.

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

SECTION 1. That the City Council approves transferring \$10,000 from General Contingency to the Fourth of July Celebration Fund (138).

SECTION 2. That the Finance Director is authorized to set up a budget in the Fourth of July Celebration Fund as follows:

Revenue

138-00-381001	INTERFUND TRANSFER FROM GEN. FUND	\$10,000
138-00-366900	CONTRIBUTIONS	\$30,000

Expenditure

138-0203-574-0-3409	PROF. SER/ ENTERTAINMENT	\$28,500.00
138-0203-574-0-3411	SECURITY & SAFETY	\$ 1,000.00
138-0203-574-0-4904	ADVERTISING/MARKETING	\$ 2,000.00
138-0203-574-0-4908	FOOD & BEVERAGE	\$ 5,325.00
138-0203-574-0-4915	MISC. SUPPLIES & OPERAT	\$ 1,175.00
138-0203-574-0-5201	OPER. SUPPLIES-GENERAL	\$ 2,000.00

SECTION 3. That this Resolution shall take effect upon its passage and adoption.

RESOLUTION NO: 133-03

PAGE -2-

PASSED AND ADOPTED this 4th day of June, 2003

APPROVED:

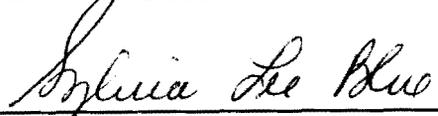


MICHAEL D. BROWN

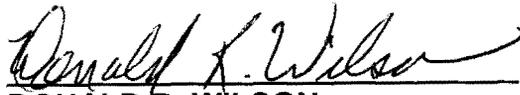


DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

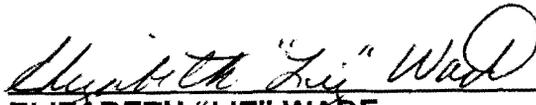


DONALD R. WILSON

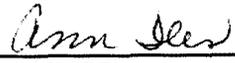
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE



ANN ILES
COUNCIL MEMBERS

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 6/2/03

**2003
CITY OF RIVIERA BEACH
4TH OF JULY CELEBRATION
PROPOSED BUDGET**

REVENUE

City Council	\$10,000.00
Private Funding	<u>30,000.00</u>
TOTAL	\$40,000.00

EXPENDITURES

Fireworks Show	\$ 18,000.00
Stage/Sound/Lighting	4,000.00
Entertainers	5,000.00
Kids Play Area	1,500.00
Food/Beverages	5,325.00
Marketing	2,000.00
Port-A-Lets	500.00
Field Lights	175.00
Photographer	500.00
Police	1,000.00
Personnel (Support)	<u>2,000.00</u>
TOTAL	\$ 40,000.00

RESOLUTION NO. 134-03

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 CONTRACT WITH CREATIVE FIREWORKS COMPANY INCORPORATED, P. O. BOX 468, JENSEN BEACH, FLORIDA 34958, IN THE AMOUNT OF \$15,000.00 TO PROVIDE FIREWORKS SHOW FROM INTRACOASTAL WATERWAY ON THE EVENING OF JULY 4, 2003.

WHEREAS, the City Council desires to provide citizens with a free, safe, wholesome, family oriented picnic and Fireworks Show for the celebration of the 4th of July, 2003, at Bicentennial Park, and

WHEREAS, the City Council approved the producing and presentation of the Independence Day activities (4th of July Picnic & Fireworks),

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

SECTION 1. That the Mayor and City Clerk are authorized to execute contract with Creative Fireworks Company, Incorporated.

SECTION 2. Authorize Finance Director to make payment for same from account number 138-0203-574-0-3409.

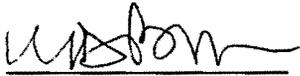
SECTION 3. This Resolution shall take effect upon its passage and adoption.

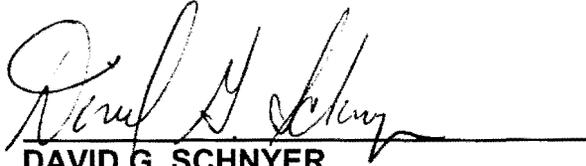
PASSED AND ADOPTED this 4th day of June, 2003.

RESOLUTION NO: 134-03

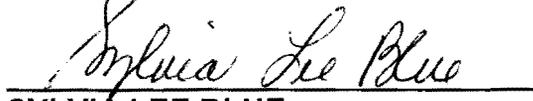
PAGE -2-

APPROVED:


MICHAEL D. BROWN


DAVID G. SCHNYER
CHAIRPERSON

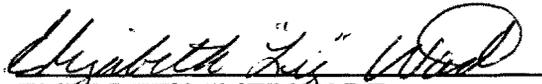
(MUNICIPAL SEAL)

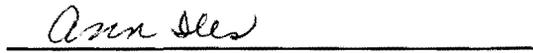

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM


DONALD R. WILSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE


ANN ILES
COUNCIL MEMBERS

Motioned by: A. Iles

Seconded by: S. Blue

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 _____

AGREEMENT

This AGREEMENT, executed this 18 day of May ~~June~~ 2003,
by and between CITY OF RIVIERA BEACH
Hereinafter called SPONSOR, party of the first part, and CREATIVE FIREWORKS COMPANY,
INC., Florida Corporation, hereinafter called CONTRACTOR, party of the second part.

RECITAL

In consideration of the below agreement and covenants set forth herein, the parties agree as follows:

The CONTRACTOR agrees to furnish to the SPONSOR an exhibition of pyrotechnics, as per a program mutually agreed upon by both the SPONSOR and CONTRACTOR on the date and time as noted: July 4, 2003 ON ONE AFTER DARK.

The SPONSOR agrees to furnish and set up rope lines and provide law enforcement, security or marine patrol for crowd control, as required, for the protection of the public.

The CONTRACTOR will stop the display if any spectator becomes too close to the discharge area.

The SPONSOR agrees to provide an approved site acceptable by the local authority having jurisdiction for the discharge of the display of pyrotechnics, and described as: A 30'x100' BARGE TO BE SET UP FOR DISPLAY NORTH OF PELICAN ISLAND. THE BARGE WILL BE PLACED AT AN APPROVED LOADING SITE ON JULY 3RD 4TH & 5TH (3 DAYS).

The CONTRACTOR agrees to obtain all permits required by the local authorities.

The CONTRACTOR agrees to furnish all material required for the exhibition.

The CONTRACTOR agrees to keep all pyrotechnics secure and dry in the event of rain and stormy weather.

The CONTRACTOR may test fire fireworks at any time prior to the exhibition to determine wind direction and fallout patterns and will aim all pyrotechnics away from the spectators viewing area.

The CONTRACTOR and SPONSOR agree in the event of rain or inclement weather, creating unsafe conditions as determined by the CONTRACTOR, that the display of pyrotechnics will be postponed to the next clear night without additional expense to the SPONSOR. If the display is rescheduled to a date other than herein specified the SPONSOR will make the final payment in full, and make payment for the cost of personnel time and material, explosive storage and handling charges. Such additional cost shall not exceed 25% of the total show cost as herein specified.

The CONTRACTOR agrees to inspect the discharge site and all surrounding areas immediately after the event. During said inspection any used explosives will be removed by the CONTRACTOR. The CONTRACTOR shall also remove all materials utilized in the process of preparing for and performing the exhibition. The SPONSOR will provide final clean-up and removal of small paper and debris that may remain following the display.

The CONTRACTOR agrees to carry liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate, for any and all injuries and/or damage that might be caused to any person, persons and/or property by reason of any defective pyrotechnics, apparatus, equipment or fixtures furnished by CONTRACTOR or its employees in connection with the exhibition hereinabove agreed to be given. The SPONSOR shall be included as an additional insured on the liability insurance policy provided by the CONTRACTOR.

The SPONSOR agrees to pay to CONTRACTOR the sum of \$ 15,000.00 as follows: 50% (\$7,500.00) WITH CONTRACT 50% (\$7,500.00) on July 4th 2003

The SPONSOR may increase the budget of the display as deemed acceptable to the CONTRACTOR.

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the Laws of Florida in all respects without reference to the Laws of any other state or nation. Quotations, contracts and deliveries are contingent on causes beyond control of CONTRACTOR.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written. *and the attached addendum*

Witnesses as to SPONSOR CITY OF RIVIERA BEACH

X Witness: *[Signature]* 6/18/03 Title: *[Signature]*
City Clerk *Mayor*

Witnesses as to CONTRACTOR CREATIVE FIREWORKS COMPANY, INC., A Florida Corporation.

Witness: *[Signature]* Title: *President*

Corporate Seal



ADDENDUM

Addendum No. 1 to the Agreement made by and between, the City of Riviera Beach, a municipality in the State of Florida (hereinafter "City") and Creative Fireworks Company, Inc., (hereinafter "Contractor") to that certain Agreement for an Exhibition of Pyrotechnics for July 4, 2003 (hereinafter, the "Agreement"). City and Contractor make the following terms and conditions part of the Agreement:

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Contractor hereby covenant and agree as follows:

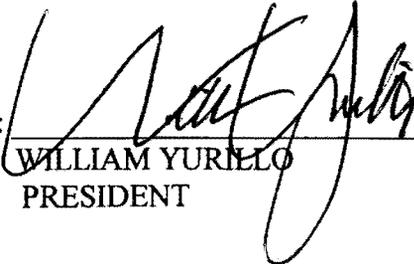
1. The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract. The CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.
2. The CONTRACTOR shall defend all actions in the name of the CITY, when applicable. CITY and CONTRACTOR shall mutually agree upon the legal counsel chosen to defend the CITY. However, all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.
3. The program mutually agreed upon is attached hereto and made a part of this Agreement. Any changes to the program shall be mutually agreed upon by the parties.
4. To the extent the terms of this addendum conflict with the terms of the Agreement, the terms of this addendum shall control.
5. This Addendum and the Agreement may be executed by facsimile and in counterparts and same are deemed to be originals.
6. Nothing contained herein shall be deemed as modifying any other provision of the Agreement or any attachments thereto.

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

CONTRACTOR

BY: 
MICHAEL D. BROWN
MAYOR

BY: 
WILLIAM YURILLO
PRESIDENT

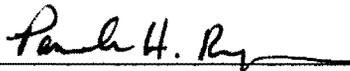
ATTEST:

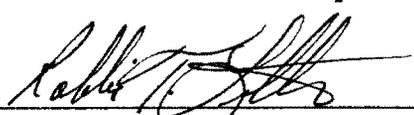
BY:  6/18/03
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
ROBBIE LITTLES,
RISK MANAGER

DATE: 6/18/03

RESOLUTION NO. 135-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE, SINGLE FAMILY UNIT TIERS, AND CONDOMINIUM RATE; AND PROVIDING AN EFFECTIVE DATE.

TABLED JUNE 4, 2003

RESOLUTION NO. 136-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE EMPLOYMENT AGREEMENT WITH PAMALA H. RYAN AS CITY ATTORNEY FOR THE PERIOD OF MAY 17, 2003 THROUGH MAY 16, 2005; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pamala H. Ryan has been employed as the City Attorney since May 2000; and

WHEREAS, the current employment agreement expired on May 17, 2002.

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 employment agreement with Pamala H. Ryan is hereby approved, a copy of which is attached hereto and made a part of this resolution.

SECTION 2. That the Mayor and City Clerk are authorized to execute the employment agreement on behalf of the City.

SECTION 3. That this resolution shall take effect retroactively on May 17, 2003, the anniversary date of the employment agreement.

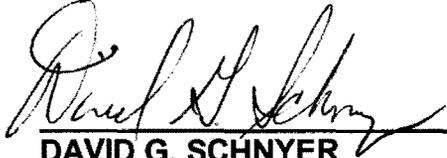
RESOLUTION NO. 136-03
PAGE 2.

PASSED and APPROVED this 4th day of June, 2003.

APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

[MUNICIPAL SEAL]

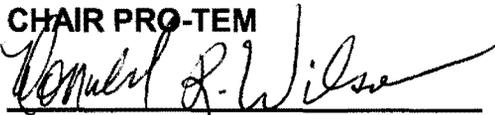
ATTEST



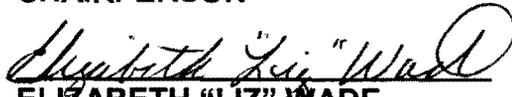
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



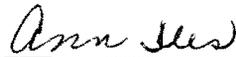
SYLVIA LEE BLUE
CHAIR PRO-TEM



DONALD R. WILSON
CHAIRPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

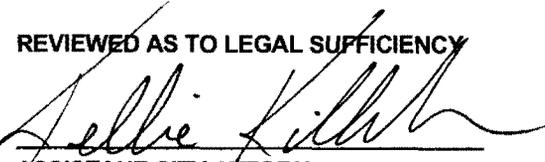
D. SCHNYER nay

S. BLUE aye

D. WILSON nay

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY


SALLIE KILLEBREW
ASSISTANT CITY ATTORNEY

Date: 6/4/03

CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of June, 2003, by and between the CITY OF RIVIERA BEACH, a municipal corporation validly existing under the laws of the State of Florida (hereinafter referred to as "City"), and PAMALA H. RYAN (hereinafter referred to as "Employee").

IN CONSIDERATION of the mutual promises hereinafter set forth, the City and Employee do mutually agree as follows:

Section 1. Duties -

- A. The City agrees to employ Employee as City Attorney on a full time basis as the chief legal officer of the City and head of the City's Legal Department.
- B. Employee agrees to perform the duties and functions of the City Attorney as specified in the City Charter and Code of Ordinances of the City of Riviera Beach, Florida, and agrees to perform such other legally permissible and proper duties and functions as the City Council shall from time to time require.

Section 2. Salary and Term of Agreement -

- A. In consideration of the services to be performed by Employee, the City agrees to increase Employee's current salary by three percent (3%) in the first year of the agreement

for an annual base salary of \$95,431.56, payable in installments at the same time as other management employees are paid. In the second year of the agreement, the City agrees to increase Employee's salary by three percent (3%). Further, Employee shall receive and be entitled to all longevity, cost of living/wage adjustment increases and other increases (excluding merit) which the City grants to other management employees.

- B. Employee's term of employment shall be for two years. This agreement shall be renewed automatically for an additional two years unless either party notifies the other in writing at least 90 days prior to the expiration of the term that it does not wish to renew.
- C. Subject to the provisions set forth in Section 3 below, Employee serves at the pleasure of the City Council and nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee.
- D. Subject to the provisions set forth in Section 3 below, nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign the position of the City Attorney.

Section 3. Termination and Severance Pay -

- A. The City Council may at any time, terminate the employment of Employee under this agreement at the City's pleasure and without cause. If termination of employment occurs prior to the expiration of this agreement, Employee shall be entitled to three months salary and all other accumulated employment benefits per City policy as Employee's severance pay. In consideration of payment of severance, Employee shall execute a general release in favor of the City, its successors and assigns.
- B. In the event the Employee voluntarily resigns the position of City Attorney prior to the expiration of this agreement, Employee shall provide the City with thirty days written notice of said resignation. Upon receipt of such notice, the City at its option, may require Employee to terminate her employment at an earlier date than set forth in the notice of resignation, provided that the City may not require Employee to terminate her employment less than ten days after receipt of said notice. In such event, the City's obligation shall be to pay Employee for all time actually worked, as well as all remaining accrued employment benefits pursuant to city policy; said sums to be paid prior to the conclusion of Employee's employment.

Section 4. Benefits -

The City shall provide Employee with all of the benefits accruing to City employees in management positions, except to the extent modified by this agreement.

Section 5. Retirement -

Employee will continue to participate as a member of the City Managed Retirement System.

Section 6. Deferred Compensation -

The City will pay Employee annual deferred compensation in an amount equal to the maximum permitted by law. Said deferred compensation shall be paid to the Public Employees Benefit Services Corporation (PEBSCO). Such payments shall be made on a bi-weekly basis or at such other pay periods as may be established by the City until the maximum annual contribution has been made. Upon expiration of this agreement, or upon either termination or resignation of the Employee, the City agrees to transfer ownership of said plan at Employee's direction.

Section 7. Insurance -

The City will provide Employee with individual and dependent medical and dental insurance coverage, paid in full, equivalent to such insurance generally provided to City employees in management positions. Further, the City shall pay for a Long Term Disability policy which will pay Employee sixty percent (60%) of her compensation. The City will

provide Employee with Term Life Insurance, fully paid by the City, with a face value of \$160,000. Employee acknowledges that the Long Term Disability and the Term Life Insurance policies referenced above will be selected solely by Employee, and the City is not responsible for the quality, quantity or adequacy of said policies.

Section 8. Vacation -

Employee shall be entitled to twenty days paid vacation annually. Any unused vacation days shall accrue to Employee in accordance with City policy.

Section 9. Sick Days -

Employee shall be entitled to twelve sick days per year. Any unused sick days shall accrue to Employee in accordance with City policy.

Section 10. Transportation Allowance -

The City shall pay Employee the sum of \$350.00 per month for a transportation allowance. Employee shall not seek, and is not entitled to, reimbursement for vehicular travel within 150 miles of the City.

Section 11. Dues and Subscriptions -

The City will provide the Employee with a budget of no less than \$1000.00 annually for membership fees and dues in professional organizations, including the Florida Bar, the American Bar Association, and the National Bar Association, and for subscriptions relevant to fulfilling the duties as City Attorney.

Section 12. Professional Development -

The City will provide the Employee with a budget of no less than \$1000.00 annually for personal training relative to professional development and growth, including mandatory continuing legal education required by the Florida Bar.

Section 13. Evaluation -

The City Council may initiate an evaluation of Employee's performance at any time during the agreement. The evaluation may set forth findings of fact and future goals requested of Employee. The procedure may be established by the City Council. The results of the evaluation shall be given to Employee and she shall be provided adequate opportunity to discuss the evaluation with the City Council. Said evaluation is not mandatory.

Section 14. Indemnification of Employees -

The City agrees, pursuant to Section 111.07, Florida Statutes, and the City of Riviera Beach Code, to provide reasonable attorney's fees and other expenses of litigation to defend any civil action arising from a complaint for damages or injuries suffered as a result of any act or omission of Employee while serving as the City Attorney arising out and in the scope of her employment or function as well as costs, disbursements, claims, payments, judgments, or settlements resulting from any lawsuit or claim, unless in the case of a tort action Employee has been determined in final judgment to have caused the harm

intentionally, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard to human rights, safety, or property. In addition, the City agrees to provide reasonable attorney's fees and costs to defend criminal investigation or prosecution of Employee while serving as the City Attorney arising out of in the scope of her employment. A reasonable fee should not exceed the amount the City pays for its attorney, but in any case should not exceed \$300 per hour without prior approval of the Council. Said indemnification provision to continue in effect after termination of employment.

Section 15. Residency -

During the period of this agreement, Employee shall establish residency within the City, and shall remain a resident for the duration of this agreement.

Section 16. Effective Date -

This agreement shall become effective retroactively on May 17, 2003.

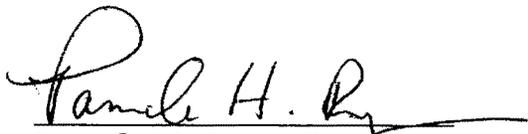
Section 17. General Provision -

The text of this document constitutes the entire agreement between the parties and may be modified only in writing by the parties.

IN WITNESS WHEREOF, the City of Riviera Beach has caused this agreement to be signed and executed in its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this agreement, in duplicate, on the first date set above.

THE CITY OF RIVIERA BEACH

BY: 
Michael D. Brown, Mayor


Pamala H. Ryan, Employee

ATTEST:

 6/4/03
Carrie E. Ward, MMC
City Clerk

RESOLUTION NO. 137-03

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 RMB CUSTOM CONCRETE INC. TO BUILD A 9,424 SQUARE FOOT CONCRETE MIXING AND BATCHING FACILITY AND OFFICE ON 2.8 ACRES OF LAND LOCATED ON THE EAST SIDE OF AVENUE "S" SOUTH OF DR. MARTIN LUTHER KING JR. BLVD. IN AN 'IG' ZONING DISTRICT; 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 applicant for a special exception has demonstrated that all of the criteria for granting the special exception has been met; and

WHEREAS, The Planning & Zoning Board met on May 8, 2003 to review the application and made a recommendation to the City Council of Riviera Beach for the approval of Site Plan application from RMB Concrete.; and

WHEREAS, attached as part of this resolution as "Exhibit A" is the site plan.

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

SECTION 1. The Special Exception and Site Plan Application from RMB Custom Concrete Inc. to build a concrete mixing and batching facility and an office are approved with the following conditions:

- (1) 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.
- (2) 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.
- (3) The site shall be sprinkled to minimize any dust originating from the site.

- (4) All truck traffic must access and leave the site via the following routes. To access the site all trucks must exit Interstate 95 at the 45th Street Exit, and travel east on 45th Street, turn left at Congress Avenue and travel north, turn right on Dr. Martin Luther King Jr. Boulevard and travel east, then turn right on Avenue S and travel south, and then turn left onto the site. To exit the site all trucks must turn right on Avenue S and travel north, turn left on Dr. Martin Luther King Jr. Boulevard and travel west, turn left at Congress Avenue and travel south, turn right at 45th Street and travel west and then enter appropriate onramp for access to Interstate 95.
- (5) Operational hours of the facility shall be from seven (7) am to six (6) pm Monday - Friday.
- (6) This site plan shall expire within 18 months of the effective date of this resolution unless a valid building permit has been issued.

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

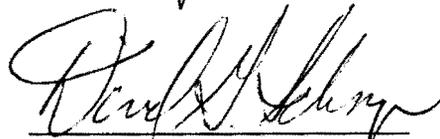
SECTION 3. This resolution shall take effect immediately upon approval by the City Council.

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PASSED AND APPROVED this 18 day of June, 2003

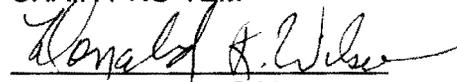
APPROVED:

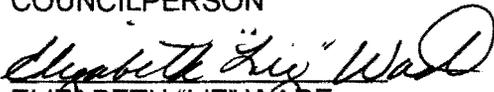

MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

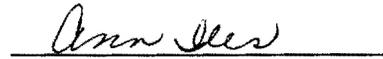

SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

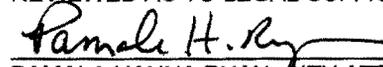

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/10/03

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

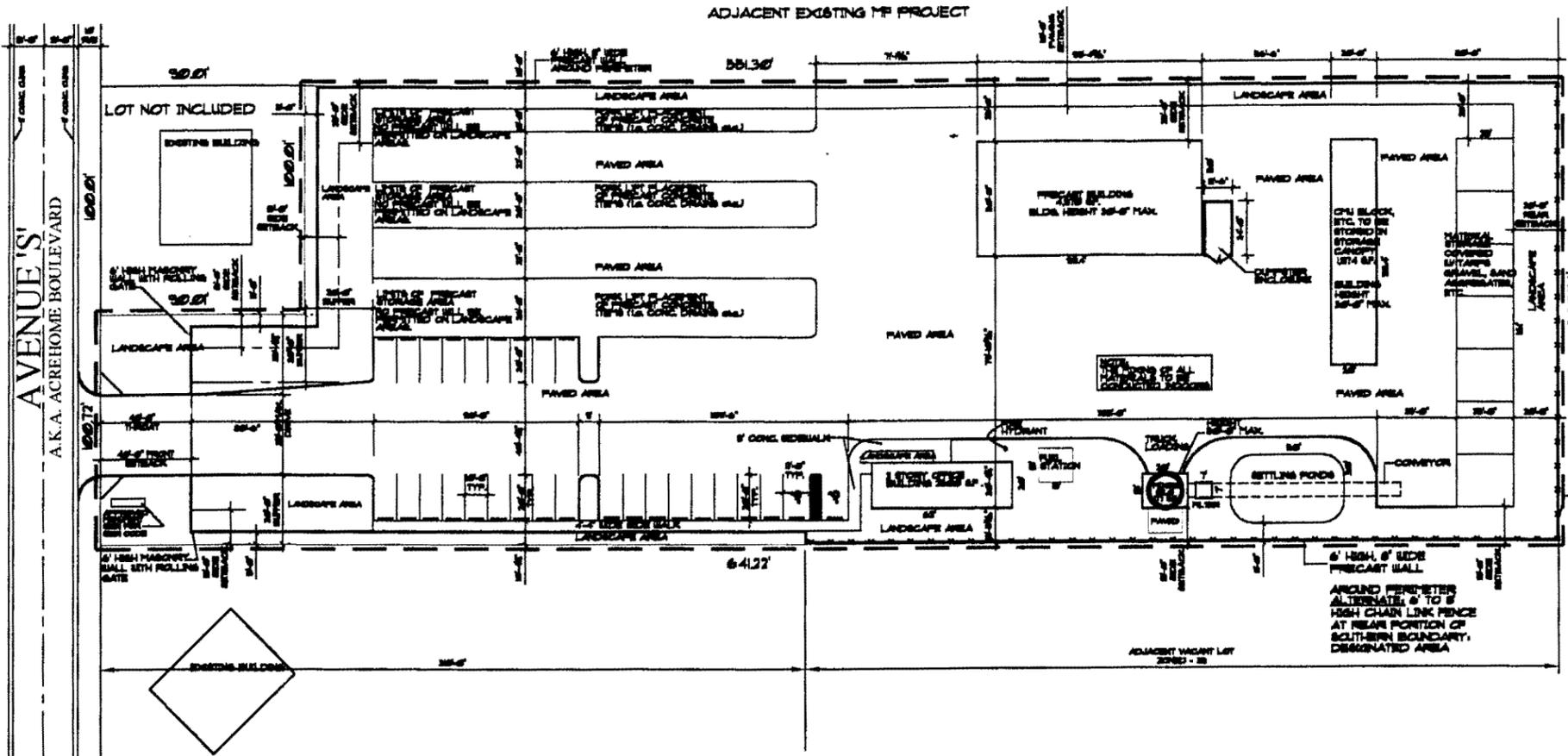
D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye



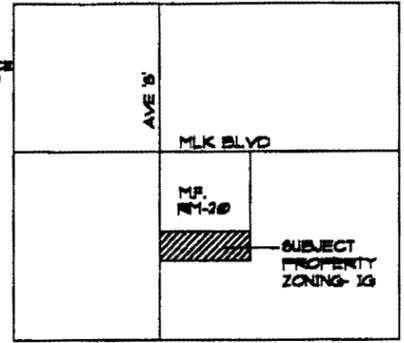
SITE DATA

EXISTING ZONING 1G
 GROSS LOT AREA 2.74 AC. = 119,710 SF

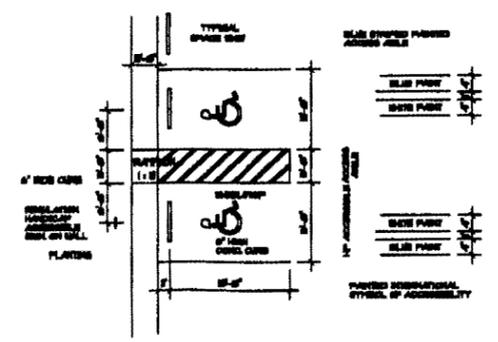
BUILDING COVERAGE -
 TOTAL AREA 8,126 S.F. (7%)
 TOTAL IMPERVIOUS AREA 81,059 S.F. (68%)
 TOTAL LANDSCAPE (PERVIOUS) AREA 38,651 S.F. (32%)

PARKING
 STANDARD PARKING PROVIDED 26
 BASED UPON MAXIMUM NUMBER OF EMPLOYEES OF 22 = 22 SPACES
 BASED UPON 1 SPACE PER 2,000 SQ. FT. BUILDING AREA = 8,126 / 2,000 = 4 SPACES
 HANDICAPPED SPACES PROVIDED 2

PROPOSED VALUE OF PROJECT - \$575,000



LOCATION MAP
 N.T.A.



HANDICAPPED PARKING DETAIL
 N.T.A.



SITE PLAN

SCALE: 1" = 30'

LEGAL DESCRIPTION:
 THE NORTH 200.71 FEET OF TRACT 8 OF WILLIAM TAYLOR'S SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, AT PAGE 67, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THEREFROM THE WEST 100 FEET OF THE NORTH 100 FEET THEREOF AND ALSO LESS AND EXCEPTING THEREFROM THE WEST 10 FEET OF THE SOUTH 100.71 FEET FOR ROAD RIGHT-OF-WAY.

RMB CUSTOM CONCRETE

Date 4-24-03
Revisions

Scale:
T & M DESIGN ARCHITECTURE & PLANNING, INC.
 4991 BURNS ROAD, SUITE B-14
 PALM BEACH GARDENS, FL 33410
 PH (561) 625-5261 · FX (561) 625-0741
 FLORIDA REG #A060355

NEW CONCRETE PLANT FOR:
RMB CUSTOM CONCRETE
 RIVIERA BEACH
 FLORIDA

RESOLUTION NO. 138-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZATION TO SET UP BUDGET IN THE FIRE RESCUE DONATION FUND 802 TO ACCEPT A DONATION IN THE AMOUNT OF \$4,378.55 FROM THE AMERICAN HEART ASSOCIATION; AND AUTHORIZING THE PURCHASE OF 2 AUTOMATED EXTERNAL DEFIBRILLATORS IN THE AMOUNT OF \$4,378.55; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the American Heart Association has donated \$ 4378.55 to Riviera Beach Fire Rescue for the purchase of 2 Automated External Defibrillators for use in fitness type locations; and

WHEREAS, Fire Rescue has determined that the best utilization of these defibrillators would be at the Dan Calloway and Wells Recreation Centers; and

WHEREAS, Fire Rescue's existing Automated External Defibrillator equipment and supplies are manufactured by Medtronic Physio-Control Corporation, Redmond, Washington; and

WHEREAS, Medtronic Physio-Control Corporation is the sole source supplier of Lifepak Defibrillators for Fire Rescue.

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

Section 1: The City Council hereby authorizes the Fire Department to accept a donation in the amount of \$4378.55 from the American Heart Association for the purchase of 2 Automated External Defibrillators for use at fitness type locations.

Section 2: The City Council authorizes the Finance Director to set up a budget in Fire Rescue's Donation Fund as follows:

Revenue:	802-00-366900	\$4,379.00
Expenditure:	802-0921-526-0-6405	\$4,379.00

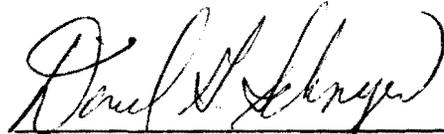
Section 3: The City Council authorizes Fire Rescue to purchase Automated External Defibrillators from Medtronic Physio-Control Corporation for \$4,378.55 from account number 802-0921-5260-06405 and authorizes the Finance Director to make payment for same.

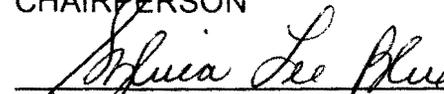
Section 5: This Resolution shall take effect upon its passage and approval by the City Council.

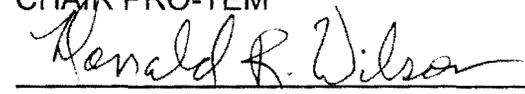
PASSED and APPROVED this 18 day of June, 2003

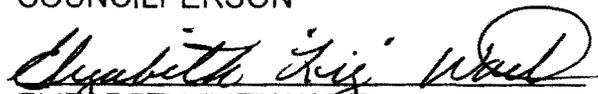
APPROVED:

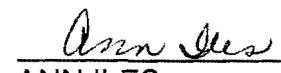

MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON


SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

(MUNICIPAL SEAL)

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER: out

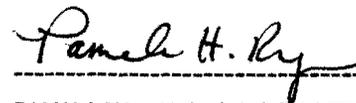
S. BLUE: aye

D. WILSON: aye

E. WADE: out

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/19/03

RESOLUTION NO. 139-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 661 W. 37th STREET PARK MANOR PLAT 2 IN PB 26 126 & 127 LOT 2, BLK 32, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$750.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 661 W. 37th Street, Park Manor Plat 2 IN PB 26 126 & 127 Lot 2, Blk 32, was found to be in violation of the City's Code of Ordinances on January 16, 2002, pursuant to case no's. CEB 02-132; and

WHEREAS, liens were filed against the property by the City of Riviera Beach on **(date)**, for non-compliance with the Code Enforcement Board's Orders; and

WHEREAS, Case No. CEB 02-132 was compliance by the Code Enforcement Division on April 8, 2003; and

WHEREAS, the property located at 661 W. 37th Street is owned by William H. and Annie Myrick; and

WHEREAS, this request is being advanced at the request of the owner; and

WHEREAS, if Council chooses to reduce the lien, staff recommends that the city collect \$750.00 to settle the liens; and

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

WHEREAS, the City Council finds it in the best interest of the City to release the liens on the subject property once the property owner has conformed.

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

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

Section 2. The City Council hereby accepts \$750.00 as consideration for release of liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

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

PASSED and APPROVED this 18 day of June, 2003.

APPROVED:

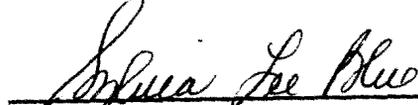


MICHAEL D. BROWN
MAYOR

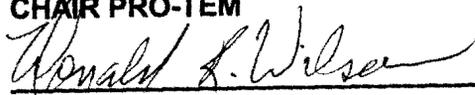


DAVID G. SCHNYER
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE
CHAIR PRO-TEM

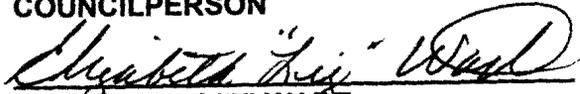


DONALD R. WILSON
COUNCILPERSON

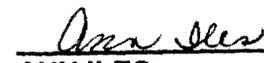
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



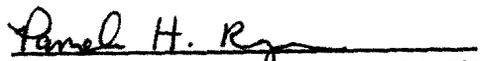
ANN ILES
COUNCILPERSON

Motioned By: D. Wilson

Seconded By: A. Iles

D. Schnyer out
S. Blue aye
D. Wilson aye
E. Wade out
A. Iles aye

Reviewed as to Legal Sufficiency


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 6/9/03

RESOLUTION NO. 140-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1556 W. 9th STREET HARMONY HEIGHTS LOT 32, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,200.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1556 W. 9th Street, Harmony Heights Lot 32, Blk 000, was found to be in violation of the City's Code of Ordinances on November 13, 2001, pursuant to case no's. CEB 02-025; and

WHEREAS, Case No. CEB 02-025 was complied by the Code Enforcement Division on October 7, 2002; and

WHEREAS, the property located at 1556 W. 9th Street is owned by Ray Loukinen; and

WHEREAS, Ray Loukinen requests that the City reduce the outstanding liens for \$2,200.00; and

WHEREAS, if Council chooses to reduce the liens, staff recommend that the City settle for \$2,227.00; and

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

WHEREAS, the City Council finds it in the best interest of the City to release the liens on the subject property once the property owner has conformed.

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

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

Section 2. The City Council hereby accepts \$2,200.00 as consideration for release of liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become

null and void.

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

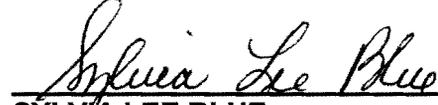
PASSED and APPROVED this 18 day of June, 2003.

APPROVED:

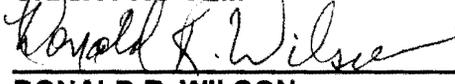

MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

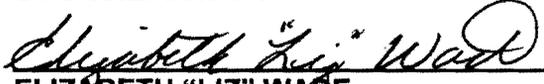
{MUNICIPAL SEAL}

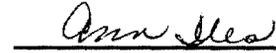

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON
COUNCILPERSON

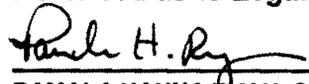

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

Motioned By: A. Iles
Seconded By: D. Wilson

D. Schnyer out
S. Blue aye
D. Wilson aye
E. Wade out
A. Iles aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 6/10/03

RESOLUTION NO. 141-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 183 SILVER BEACH ROAD PLUMOSA PARK PL OF RIV BCH IN LOTS 10 & 11, BLK 4, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,925.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 183 Silver Beach Road, Lots 10 & 11, Blk 4, Plumosa Park PL, was found to be in violation of the City's Code of Ordinances on April 3, 1992, pursuant to Case No. CEB 92-145, dated May 27, 1992; and

WHEREAS, Case No. CEB 92-145, was complied by the Code Enforcement Division on September 29, 1992; and

WHEREAS, this request is being advanced at the request of the owner; and

WHEREAS, City staff recommends an offer of settlement with Syrburt J. Pottinger in the amount of \$2,925.00; and

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

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

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

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

Section 2. The City Council hereby accepts the sum of \$2,925.00 as consideration for the release of liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a

Resolution No. 141-03
Pg. -2-

release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

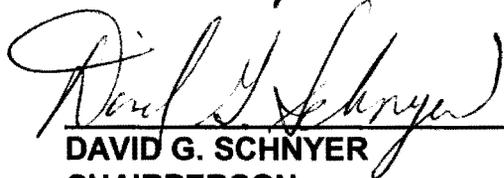
Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 18 day of June, 2003.

APPROVED:

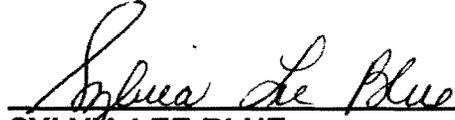


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

{MUNICIPAL SEAL}



SYLVIA LEE BLUE
CHAIR PRO-TEM

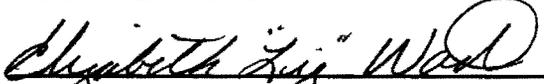
ATTEST:



DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON

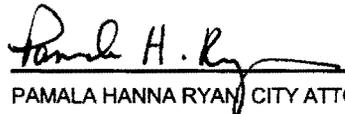


ANN ILES
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: A. Iles

D. Schnyer out
S. Blue aye
D. Wilson aye
E. Wade out
A. Iles aye

Reviewed as to Legal Sufficiency



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 6/10/03

RESOLUTION NO. 142-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ESTABLISHING EQUIVALENT RESIDENTIAL UNIT, ERU RATE, SINGLE FAMILY UNIT TIERS, CONDOMINIUM RATE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach adopted Ordinance No. 2942, which places upon the City Council the obligation to establish by Resolution the Equivalent Residential Unit, which means the average Impervious Area of Residential Property per Dwelling Unit located within the City, the ERU Rate, which means the Stormwater Utility Fee charged on each ERU, and the Single Family Unit Tiers, which means the variable assignment of ERUs for Single Family customers; and

WHEREAS, the City Manager has recommended rates as set forth herein based upon a study being the Final Report of Stormwater Management Financial Study, City of Riviera Beach, Florida, compiled by Camp Dresser & McKee Inc., with additional input by city staff; and

WHEREAS, the City Council has evaluated the study and recommendations and has determined that the fees set forth herein below are reasonable and necessary and are in accordance with the provisions of Ordinance No. 2942; and

WHEREAS, the City Council has determined it to be appropriate to implement the rates set forth herein as of the effective date of this resolution.

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

Section 1. ERU Established. The Equivalent Residential Unit is hereby established to be 1,920 square feet of impervious area.

Section 2. ERU Rate Established. The ERU Rate to be charged for stormwater management Utility Fees for each ERU is hereby established to be \$4.50 per month.

Section 3. Single Family (SF) Unit Tiers Established. The Single Family Units within the City will be charged based on three ERU categories as defined herein:

SF Properties with less than 1,473 square feet of impervious area will be charged 0.7 ERUs

SF Properties with greater than 3,740 square feet of impervious area will be charged 1.7 ERUs.

All other SF Properties will be charged 1 ERU.

RESOLUTION NO. 142-03

-2-

Section 4. Condominium Rate Established. The Condominium Units within the City will be charged 0.8 ERUs per Condominium Unit.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 18 day of June, 2003.

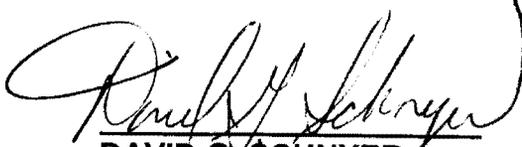
RESOLUTION NO. 142-03

-3-

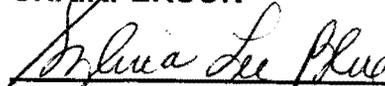
APPROVED:



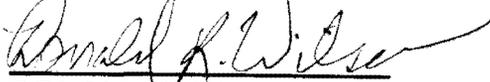
MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

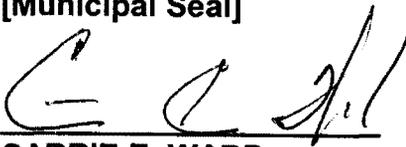


SYLVIA L. BLUE
CHAIRPERSON PRO TEM

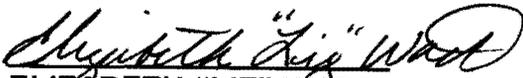


DONALD R. WILSON
COUNCILPERSON

[Municipal Seal]



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

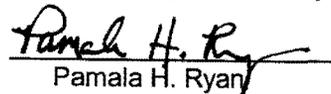
Motioned by: D. Wilson

Seconded by: A. Iles

D. SCHNYER	<u>out</u>
S. BLUE	<u>aye</u>
D. WILSON	<u>aye</u>
E. WADE	<u>out</u>
A. ILES	<u>aye</u>

PDW:dpm (060203)

Approved as to legal sufficiency

By: 
Pamala H. Ryan
City Attorney

Date: 6/4/03

RESOLUTION NO. 143-03

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 STIPULATED SETTLEMENT AGREEMENT BETWEEN SHERRY TEMPLE, LELAND WESLEY NICHOLS, AND WILLIAM CONTOLE, CLAIMANTS, VERSUS THE CITY OF RIVIERA BEACH, AND SINGER ISLAND OCEAN FRONT HOTELS LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 4, 2002, the City approved the Initial Site Plan for the Property pursuant to Resolution No. 155-02, contingent upon the City's adoption of Ordinance No. 2927, assigning the RH District to the Property; and,

WHEREAS, on October 2, 2002, the City, rezoned certain properties, including the subject property to the newly created Resort Hotel Zoning District pursuant to Ordinance No. 2927; and,

WHEREAS, on January 7, 2003 the City approved the Amended Site Plan Application for the Island Spa Development pursuant to Resolution No. 01-03; and,

WHEREAS, the claimants have raised certain objections to the public notice, the Initial Site Plan, the Amended Site Plan, the RH Rezoning Ordinance and the RH Zoning District in Case Numbers: AP-02-13118 AY
CA-02-13119 AH
AP-03-1439 AY
CA-03-1321 AF; and,

WHEREAS, the Parties desire to amicably resolve the Claimants objections raised in the Lawsuits as to the Initial Site Plan , the Amended Site Plan, the RH District and the RH Rezoning Ordinance as specifically applied to the Initial Site Plan and Amended Site Plan, as in paragraph 3 of the settlement agreement; and,

WHEREAS, the Oceanfront Hotel agrees to redesign the project to reduce the number units from 370 to 306, reflect a front setback to the parking garage of 100 feet, to reflect the east face of the tower structure being no farther east than the 1979 coastal construction control line, and a reduction of total square feet of the floor area breakdown from 798,825 to 599,118.

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 of Riviera Beach agrees to the Stipulated Settlement Agreement between Sherry Temple, Leland Wesley Nichols, and William Contole, Claimants, the City of Riviera Beach, and Singer Island Oceanfront Hotel LLC, which is attached and made a part of this resolution.

Resolution No. 143-03

Page -2-

SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

SECTION 3. That this resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 18 day of June, 2003

APPROVED:

[Signature]
MICHAEL D. BROWN
MAYOR

[Signature]
DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]
SYLVIA LEE BLUE,
CHAIR PRO-TEM

[Signature]
DONALD R. WILSON
COUNCILPERSON

ATTEST:

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

[Signature]
ELIZABETH "LIZ" WADE
COUNCILPERSON

[Signature]
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 SUFFICENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 6/18/03

NO. 144-03

WAS OMITTED

RESOLUTION NO. 145-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FEE SCHEDULE FOR CONCESSION AND ADMISSION FEES FOR ENTRANCE TO THE BARRACUDA BAY AQUATIC CENTER FOR ALL AGES AT \$3.00 WITH THE FIRST WEEK OF OPERATION FREE TO SCHOOL AGE CHILDREN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Barracuda Bay Aquatic Center operates in-house concession; and

WHEREAS, the City of Riviera Beach must establish an entrance fee for admission to the Aquatic Center.

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

SECTION 1. That City Council approves the fee schedule for the concession at Barracuda Bay Aquatic Center.

SECTION 2. That City Council approves the admission fees for entrance to the Barracuda Bay Aquatic Center for all ages at \$3.00. This rate will be reviewed by City Council during the 2003-2004 Budget hearing and may be modified.

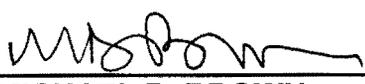
SECTION 3. The City Council authorizes the first week of operation free to school age children in celebration of the opening of the new facility.

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

RESOLUTION NO. 145-03
PAGE 2.

PASSED and APPROVED this 2 day of July, 2003.

APPROVED:

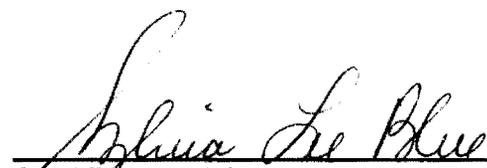

MICHAEL D. BROWN,
MAYOR

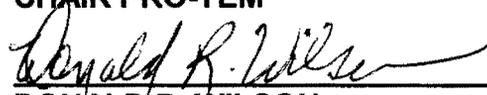

DAVID G. SCHNYER
CHAIRPERSON

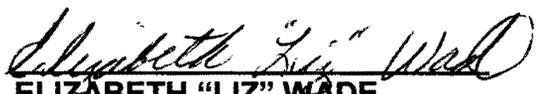
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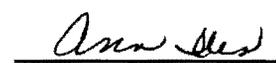
ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
CHAIRPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE nay

D. WILSON aye

E. WADE aye

A. ILES nay

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 6/25/03

RESOLUTION NO. 146-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE 2002-2003 AQUATIC CENTER'S FISCAL BUDGET FROM \$394,690 TO \$460,232, FOR THE COST OF ADDITIONAL PERSONNEL SERVICES AND CONCESSION OPERATION STARTUP SUPPLIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department Aquatic Center will open in July 2003; and

WHEREAS, the 2002-2003 fiscal budget for the Aquatic Center is \$394,690 must be increased by the amount of \$65,542 to include the additional personnel for the Aquatic Center; and

WHEREAS, \$15,000 is needed for concession startup merchandise and supplies.

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 amending the 2002-2003 Aquatic Center budget in the amount of \$65,542 for additional personnel to adequately and safely operate the new Aquatic Center.

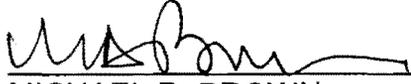
SECTION 2. That City Council hereby approves \$15,000 for the Aquatic Center startup fund for merchandise and supplies.

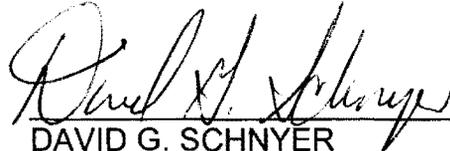
SECTION 3. That the 2002-2003 Aquatic Center fiscal budget is hereby amended increasing the total budget from \$394,690 to \$460,232.

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

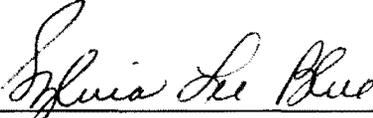
PASSED AND APPROVED this 2nd day of JULY 2003.

APPROVED:


MICHAEL D. BROWN
MAYOR

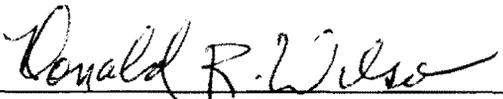

DAVID G. SCHNYER
CHAIRPERSON

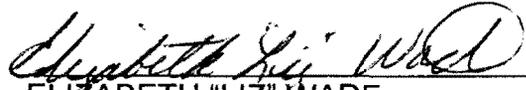
(MUNICIPAL SEAL)

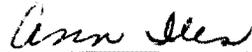

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DONALD R. WILSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER aye

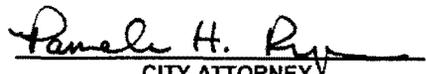
S. BLUE aye

D. WILSON aye

E. WADE nay

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/25/03

RESOLUTION NO.: 147-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE CONTRACT AGREEMENT TO GRAHAM AUCTION COMPANY, NORTH PALM BEACH, FLORIDA, TO ACT AS AUCTIONEER FOR DISPOSAL OF CERTAIN SURPLUS CITY PROPERTY FOR A FEE OF 10% BUYER'S PREMIUM; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7-108, of the City of Riviera Beach Procurement Ordinance establishes the Disposition of Surplus Supplies through public auction, and

WHEREAS, the City of Riviera Beach requested Graham Auction Company to provide auctioneer services to dispose of certain City Surplus Property; and

WHEREAS, the City will utilize auctioneer's services based on a piggyback bid with the City of Hallandale Beach; and

WHEREAS, Graham Auction Company will provide auction services for a fee of 10% of gross selling price payable by buyers.

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

SECTION 1. That the City Council does hereby accept staff recommendation and approve the contract agreement with Graham Auction Company to act as Auctioneer for disposal of certain City surplus property for a fee of 10% of gross selling price payable by buyers.

SECTION 2. That a copy of said contract agreement is attached hereto and made a part thereof.

SECTION 3. That the Mayor and City Clerk are authorized to execute said agreement.

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

PASSED AND APPROVED this 2nd day of July 2003

APPROVED:



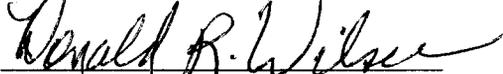
MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON



SYLVA LEE BLUE,
CHAIRPERSON PRO TEM

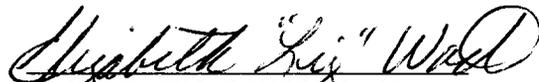


DONALD R. WILSON,
COUNCILPERSON

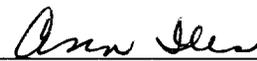
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



ANN ILES,
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER aye

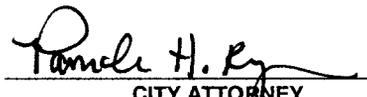
S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/25/03

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 2 day of July, 2003, by and between **Graham Auction Company**, hereinafter referred to as "Auctioneer" whose mailing address is 721 US 1, Palm Beach Gardens, Florida 33408 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 City is in need of the services of a person possessing the skills and ability to provide auctioneer services to dispose of certain City Surplus Property; and

WHEREAS, Graham Auction Company is qualified to provide auctioneer services; and

WHEREAS, the City desires to engage the services of the Auctioneer.

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 Auctioneer for the purpose of disposal of certain City surplus property on Saturday, July 26, 2003.
2. The Auctioneer agrees to supply all labor necessary to provide services outlined in "Exhibit A" attached hereto and incorporated by reference herein.
3. For such services, the City agrees to pay to Auctioneer a fee of 10% of gross selling price payable by buyers. The services shall be in accordance with the City of Hallandale Beach piggyback bid.
4. The City will not be responsible for documenting or paying any taxes owed as a result of the Auctioneer rendering personal services under this agreement.
5. The City agrees to pay all sale related expenses which shall not exceed \$3,000.00 and shall be deducted from sale proceeds.
6. All equipment and supplies on hand and/or subsequently purchased by the City shall remain the property of the City.
7. The Auctioneer is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Auctioneer shall exercise control over the means and manner in which he/she performs the work, and in all respects, the Auctioneer's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City.
8. The term of this Agreement shall be for Saturday, July 26, 2003.
9. This Agreement may be terminated by either party with or without cause upon ten (10) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Auctioneer understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.
10. The City's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.
11. The City shall not be responsible for any property damage or personal injury sustained by the Auctioneer and/or the Auctioneer's employees from any cause whatsoever, prior, during, or subsequent to the period of time during which this Agreement is in effect. The Auctioneer hereby waives, discharges, and releases the City, its agents and employees from any and all liability for the negligent acts of the City or its employees and agents.

12. The Auctioneer 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 Auctioneer, its agents, servants, or employees in the performance of services under this Agreement.

13. The Auctioneer 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 Auctioneer 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.

14. 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.

15. 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.

16. 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.

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

18. This Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

19. The Auctioneer shall maintain during the life of this Agreement, adequate Worker's 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. The Auctioneer shall provide certificates evidencing insurance coverage as required hereunder.

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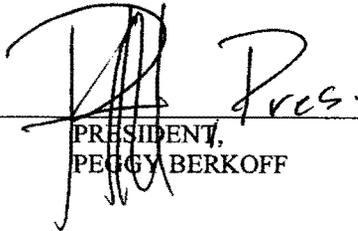
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

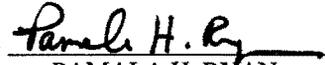
INDEPENDENT CONTRACTOR

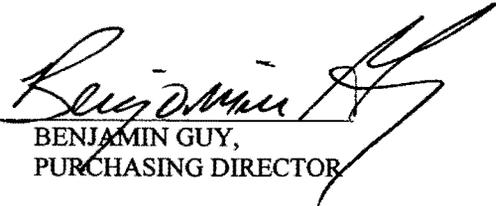
BY: _____
WILLIAM E. WILKINS,
CITY MANAGER

BY:  _____
PRESIDENT,
PEGGY BERKOFF

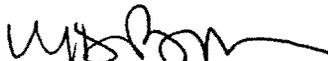
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY:  _____
PAMALA H. RYAN,
CITY ATTORNEY

BY:  _____
BENJAMIN GUY,
PURCHASING DIRECTOR

DATE: 6/25/03

 _____
Michael D. Brown, Mayor

 _____
Carrie E. Ward, MMC
City Clerk

EXHIBIT A

The Auctioneer agrees to provide the following services:

- 1. Conduct the public sale (s) in a professional manner.**
- 2. Keep accurate records of such sales and expenses and provide seller with a true and verifiable accounting.**
- 3. Endeavor to solicit additional items on consignment to swell and add general public interest in seller's auction, if Auction Company believes it to be in Seller's best interest.**
- 4. Promotion and advertising to be reimbursed by Seller. Such expenses shall not \$ 3,000.00 and shall be deducted from the sale proceeds. The expense money represents actual promotion and out of pocket expenses including: Brochures, photos, typesetting, layout printing and postage. Signs, installation and delivery. Web site listing, inventory, terms and photos.**
- 5. Set up to include tagging and cataloging of auction items.**
- 6. Staffing for auction event to include: registration, auctioneers, clerks, ring people, computer operator, cashier, notary and check out.**

RESOLUTION NO. 148-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING FINAL PAYMENT TO ENVIRONMENTAL PIPELINE REHABILITATION, INC., FOR THE CONSTRUCTION AND INSTALLATION OF A 20" DIAMETER POTABLE TRANSMISSION LINE FROM THE WATER TREATMENT PLANT TO WEST 27TH STREET AND DIXIE HIGHWAY IN THE AMOUNT OF \$30,896.27; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 407-1437-5330-4616; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Via Resolution No. 176-02, Environmental Pipeline Rehabilitation, Inc., was approved for the construction and installation of a 20" diameter potable transmission line from the Water Treatment Plant to West 27th Street and Dixie Highway. This work has been satisfactorily completed.

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

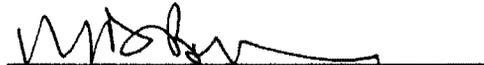
SECTION 1: That the City Council hereby authorizes the final payment to Environmental Pipeline Rehabilitation Inc., for the construction and installation of a 20" diameter potable transmission line in the amount of \$30,896.27.

SECTION 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1437-5330-4616.

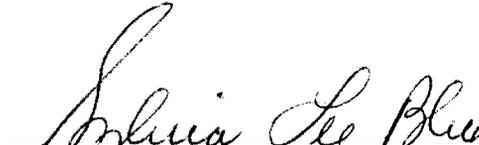
SECTION 3: That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 2nd day of JULY, 2003.

APPROVED:


MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

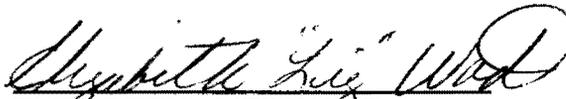

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

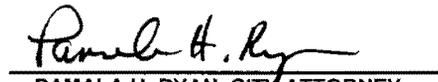
S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/24/03

RESOLUTION NO. 149-03

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 NPDES SECOND TERM PERMIT INTERLOCAL AGREEMENT WITH THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT (NPBCID) TO PROVIDE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SERVICES FOR THE CITY OF RIVIERA BEACH FROM OCTOBER 1, 2002 THROUGH SEPTEMBER 30, 2008; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the NPBCID and the City of Riviera Beach first entered into an interlocal agreement on July 30, 1991 for the NPBCID to provide National Pollutant Discharge Elimination Service (NPDES) services for the City of Riviera Beach; and

WHEREAS, Federal and State mandates require the City of Riviera Beach to perform certain NPDES services, some of which, are beyond the City's ability to perform; and

WHEREAS, the NPBCID is offering to provide some of these NPDES services for the City of Riviera Beach at the cost of approximately \$10,270.00 per 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 Mayor and City Clerk are authorized to execute an NPDES Second Term Permit Interlocal Agreement with the Northern Palm Beach County Improvement District.

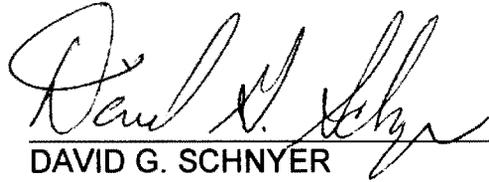
SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 16TH day of July, 2003 .

APPROVED:



MICHAEL D. BROWN,
MAYOR



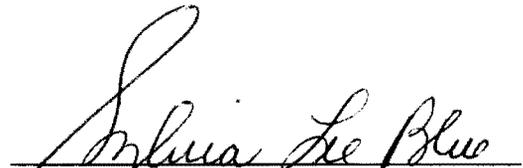
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

ATTEST



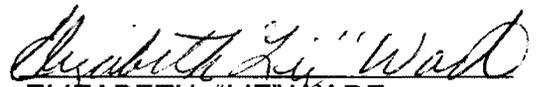
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



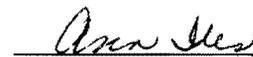
SYLVIA LEE BLUE
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

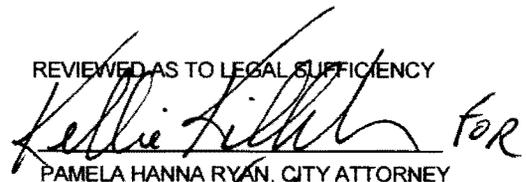
S. BLUE aye

D. WILSON aye

E. WADE out

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA HANNA RYAN, CITY ATTORNEY

DATE: 7/9/03

**NPDES SECOND TERM PERMIT
INTERLOCAL AGREEMENT**

This Agreement shall be effective as of the 17 day of July, 2003 ("the Effective Date"), and is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 357 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "the Lead Permittee"), and CITY OF RIVIERA BEACH (hereinafter referred to as the "Co-Permittee").

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (hereinafter referred to as the "NPDES Permit") to governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System Permittees (hereinafter referred to as "the Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to this permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and fees to effect the legislative intent that FDEP's costs for administering the NPDES Program be borne by regulated parties; and

WHEREAS, the Permittees timely filed a re-application to FDEP to be granted a renewal for the second term of the NPDES Permit (hereinafter referred to as "the NPDES Second Term Permit"); and

WHEREAS, on November 18, 2002, FDEP granted said Second Term Permit with certain conditions enumerated therein; and

WHEREAS, the NPDES Second Term Permit, like the NPDES Permit, contains certain separate obligations and responsibilities on the part of each individual Permittee, as well as some obligations and responsibilities that may be performed jointly by all of the Group Permittees; and

WHEREAS, due to the number of Group Permittees and the tasks that must be performed under the NPDES Second Term Permit, it would be most economically and administratively feasible to allocate duties, responsibilities, and costs associated therewith under the terms of this Agreement; and

WHEREAS, the Permittees have established a 6-member Steering Committee comprised of 2 representatives of large municipalities, 2 representatives of smaller municipalities, 1 representative

of special districts, and 1 representative of Palm Beach County, which Committee coordinates the joint activities in Palm Beach County's NPDES Program, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute the Program; and

WHEREAS, the parties had previously executed Agreements in 1997, with Palm Beach County's execution in 1998 and the Florida Department of Transportation's (FDOT's) execution of a Joint Participation Agreement in 1999, setting forth the terms and conditions of the parties' obligations and responsibilities required of them during the first 5 years of the NPDES Permit; and

WHEREAS, these agreements were extended by the parties prior to the termination date of September 30, 2002, until generally such time as the parties execute additional agreements as required by the NPDES Second Term Permit; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part 1 of Florida Statutes, to enter into this additional Interlocal Agreement and do hereby wish to adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9) of Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Interlocal Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and the NPDES Second Term Permit.

2.02. Co-Permittee. The CITY OF RIVIERA BEACH is hereby designated as a Co-Permittee for the purposes of this Agreement and the NPDES Second Term Permit.

SECTION THREE
NPDES SECOND TERM PERMIT

3.01. Term of Permit. The NPDES Second Term Permit has an issuance date of November 18, 2002 (the "NPDES Second Term Permit Issuance Date") and an expiration date of November 17, 2007 (the "NPDES Second Term Permit Expiration Date").

3.02. Annual Reports. The NPDES Second Term Permit requires that certain reports be submitted to FDEP, generally, on an annual basis throughout the duration of the NPDES Second Term Permit.

SECTION FOUR
TERM OF AGREEMENT

4.01. Term. The anticipated term of this Agreement shall be from the Agreement's Effective Date through November 17, 2007, but subject to an annual Fiscal Year (as hereinafter defined) renewal process pursuant to the following Section 4.03, unless otherwise terminated in accordance with other provisions of this Agreement.

4.02. Fiscal Year. The term "Fiscal Year" is defined for the purposes of this Agreement as the following fiscal year periods:

- (i) 2002 - from October 1, 2002 through September 30, 2003.
- (ii) 2003 - from October 1, 2003 through September 30, 2004.
- (iii) 2004 - from October 1, 2004 through September 30, 2005.
- (iv) 2005 - from October 1, 2005 through September 30, 2006.
- (v) 2006 - from October 1, 2006 through September 30, 2007.
- (vi) 2007 - from October 1, 2007 through September 30, 2008.

4.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Fiscal Year, and at the beginning of the Fiscal Year commencing immediately after the conclusion of the 2007 Fiscal Year, and will remain in full force and effect during the pendency of any re-application or renewal of the NPDES Second Term Permit until such time as FDEP grants same, unless a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the prior Fiscal Year, or unless the Agreement has been previously terminated as provided herein.

SECTION FIVE
SCOPE OF WORK AND ALLOCATION OF
DUTIES AND OBLIGATIONS

5.01. Scope of Work

The Scope of Work contemplated under this Agreement is applicable to the implementation and execution of the NPDES Second Term Permit, which Permit is incorporated herein, to be facilitated and coordinated by the Steering Committee, and is generally described as follows:

- (i) The timely preparation, coordination, and execution of all interlocal agreements necessary to carry out the terms of the NPDES Second Term Permit.
- (ii) The timely preparation, coordination, and submittal to FDEP of all system-wide annual reports.
- (iii) The timely implementation, coordination, and execution of all monitoring required by Part V.B. of the NPDES Second Term Permit.
- (iv) The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates as required by Part V.A. of the NPDES Second Term Permit.
- (v) The timely development, implementation, and execution of all system-wide public education programs required by the NPDES Second Term Permit.
- (vi) The timely development, implementation, and execution of all storm water management programs required by the NPDES Second Term Permit.
- (vii) The timely preparation, coordination, and distribution of standardized forms necessary to carry out the terms of the NPDES Second Term Permit.
- (viii) The timely payment of all applicable permit fees.
- (ix) The timely and adequate performance of any other necessary and reasonable task required by the NPDES Second Term Permit.

5.02. Allocation of Duties and Obligations

- (i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Attachment "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"), and such other duties as are required to be performed by it under the NPDES 2nd Term Permit.

(ii) The Co-Permittee shall be responsible for such other duties and obligations as are identified as being its individual responsibility in the NPDES Second Term Permit; including, but not limited to, inspections, implementation of structural controls, completion of reports, monitoring, maintenance and cleanup of canals, retention and detention ponds, exfiltration trenches, control structures, pump stations and wetlands within the territorial jurisdiction of Co-Permittee.

5.03. Modifications to NPDES Second Term Permit

It is understood and agreed that any changes, modifications, revisions, or additions to the terms of the NPDES Second Term Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement. In the event said Permit is in fact modified by FDEP, the parties shall address such modifications in an amendment to this Agreement or be given the option to terminate this Agreement based upon such modifications.

SECTION SIX
FUNDING AND ALLOCATION OF COSTS AND EXPENSES

As required by Sect. 2 of the Resolution adopted by the Lead Permittee on September 24, 1997 approving the NPDES Steering Committee Administrative Guidelines for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds, attached hereto as Attachment "B", said guidelines are hereby incorporated by reference into this Interlocal Agreement, and shall equally apply to this Agreement.

6.01. Annual Budget. In that this Agreement is anticipated to be renewed for a number of Fiscal Years, the parties acknowledge that it is difficult to project the potential costs the Lead Permittee may be required to incur in future Fiscal Years in order to carry out the Lead Permittee Services.

Due to the above, the parties agree that it is in their mutual best interests to arrive at a payment amount on an annual advance Fiscal Year basis in order to more reasonably calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services.

6.02. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee pursuant to any prior Interlocal Agreement it has entered into with the Lead Permittee that relates to the NPDES Permit application process, or the reapplication process for the Second Term, shall be applied to and used for the provision of Lead Permittee Services by the Lead Permittee during the 2002 Fiscal Year. All such surplus funds shall be applied to the next year's fiscal budget as more fully set forth in Attachment "B".

6.03. 2003 Fiscal Year Payment. In addition to the funds referenced in above Section 6.02, the parties agree that for the 2003 Fiscal Year, the Co-Permittee shall also pay to the Lead Permittee the sum which represents the combined payment of the Lead Permittee's Services during the 2003 Fiscal Year term of this Agreement and the Section 6.04 ten percent (10%) Reserve Fund Contingency pursuant to the terms of this Agreement.

6.04. Reserve Contingency. The parties acknowledge that each Fiscal Year payment required to be paid by the Co-Permittee to the Lead Permittee for the provision of the Lead Permittee Services will include a reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses. The Reserve Fund Contingency amount shall be equal to ten percent (10%) of Co-Permittee's Fiscal Year payment amount and shall be included in the estimate submitted by Lead Permittee each Fiscal Year.

6.05. Current Funding. The parties acknowledge that the aforementioned funding will be sufficient to satisfy the current NPDES Second Term Permit requirements for the 2002 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 7.03 are incurred.

6.06. Future Funding. As to future Fiscal Year payments that will be required to be paid by the Co-Permittee to the Lead Permittee, the parties agree that on or before March 1, 2003, the Lead Permittee shall provide a cost estimate to the Co-Permittee of the amount the Co-Permittee will be requested to pay during the 2003 Fiscal Year, with all subsequent Fiscal Year estimates to be sent on or before March 1st of each following Fiscal Year. The Lead Permittee and Co-Permittee shall then have until sixty (60) days before the beginning of the next Fiscal Year to agree in writing upon a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the applicable Fiscal Year, all of which shall be paid pursuant to Section Seven of this Agreement. If, however, the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, then in that event this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

6.07. 2006 Fiscal Year. It is possible that during the 2006 Fiscal Year, the Co-Permittees and FDEP will commence to negotiate or renegotiate the terms of the NPDES Second Term Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, the allocation of each party's duties and obligations hereunder, together with the funding process for provision of services, will be reexamined during the 2007 Fiscal Year of this Agreement.

6.08. Separate Co-Permittee Expenses. Except for such amounts as are required to be paid by the Co-Permittee to the Lead Permittee pursuant to above Sections 6.02 through 6.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under the NPDES Second Term Permit, including but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual Annual Report(s) that may be separately required by the NPDES Second Term Permit, (2) costs of all monitoring that may be

the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by the NPDES Second Term Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the terms of the NPDES Second Term Permit.

SECTION SEVEN PAYMENT PROCEDURE

The Co-Permittee's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Co-Permittee's governing body.

The Co-Permittee agrees to pay its annual Fiscal Year payments as follows:

7.01. 2003 Fiscal Year. The 2003 Fiscal Year payment amount specified in above Section 6.03 may, at the option of the Co-Permittee, be paid in either a single lump sum payment due and payable on or before December 15, 2003; in twelve (12) equal monthly installments commencing on October 1, 2003, and thereafter on the 1st day of each subsequent month of the 2003 Fiscal Year (said payment dates being hereinafter referred to as the "Payment Due Dates"); or quarterly payments made on December 1, 2003; March 1, 2004; May 1, 2004; and September 1, 2004.

7.02. Subsequent Fiscal Year Payments. Once a subsequent Fiscal Year payment amount has been agreed to in writing by and between the Lead Permittee and the Co-Permittee, the Co-Permittee may, at its option, pay the entire agreed-upon amount in either a single lump sum payment due and payable on or before December 15 of that Fiscal Year; in twelve (12) equal monthly installments commencing on October 1 of that Fiscal Year, and thereafter on the 1st day of each subsequent month of that Fiscal Year (said payment dates being hereinafter referred to as the "Payment Due Dates"); or quarterly payments made on December 1, March 1, May 1, and September 1 of that Fiscal Year.

7.03. Additional Costs. Since it is possible that following the parties' finalization of an agreed upon Fiscal Year payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Fiscal Year, and in order to address same, the parties agree as follows:

(i) In order to ameliorate the possibility of unexpected additional costs and expenses resulting from the theft, loss, or destruction of equipment required for provision of the Lead Permittee Services, the parties agree that the Lead Permittee is authorized to include as a portion of the cost of providing its Lead Permittee Services, funding for the acquisition of loss, theft, and property damage insurance for said equipment.

(ii) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, then in that event, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and

estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said the Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(iii) Further, if the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall include in the aforementioned notice to the Co-Permittee said excess amount. The Lead Permittee and Co-Permittee shall then attempt to negotiate the payment procedure for said unfunded and unexpected additional costs and expenses.

(iv) If the Lead Permittee and Co-Permittee are able to agree as to the need and amount of the unfunded and unexpected additional costs and expenses, said agreement shall be reduced to writing and executed with the same formalities of this Agreement. The agreed upon unfunded and unexpected additional costs and expenses shall be divided by the remaining months of that particular Fiscal Year and paid to the Lead Permittee at the same time as the remaining regular Fiscal Year payments pursuant to preceding Section 7.02.

(v) If the Lead Permittee and Co-Permittee are unable to agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses then in that event the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

7.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Fiscal Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, then in that event the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless remedied by the Co-Permittee within said thirty (30) day notice time period.

SECTION EIGHT OPTION TO TERMINATE

8.01. Termination. Either party to this Agreement shall have the right to terminate this Agreement, provided, however, that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement and the termination shall not be effective until said thirty (30) days have elapsed.

8.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall be individually responsible, as of the effective date of termination, for all requirements of the NPDES Second Term Permit as designated therein as the individual

onsibility of the Co-Permittee, and neither the Lead Permittee nor any other Co-Permittee shall responsible for the terminating Co-Permittee's individual obligations.

8.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement under one of the optional termination provisions of this Agreement, or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the date of its issuance or receipt of a notice of termination shall still be due and owing and the right to collect said amount(s) shall survive the termination of this Agreement.

8.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into annual agreements, on a Fiscal Year basis, with one or more consultants or contractors for the provision of certain services required in order for the Lead Permittee to provide its Lead Permittee Services on behalf of all Co-Permittees. In that the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, it is unlikely that if this Agreement is terminated for any reason, that the Co-Permittee will be entitled to receive a refund from the Lead Permittee for any monies the Co-Permittee has previously paid pursuant to this Agreement. However, to the extent the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement, then in that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for the amount of such a reduction in costs and expenses.

In the unlikely event that the Lead Permittee is unable or fails to fulfill all of its obligations under this Agreement, then only in that event, in the Lead Permittee's sole discretion, would the Co-Permittee be considered eligible to receive a refund of any monies it has previously paid pursuant to this Agreement, contingent upon the availability of such funds and the compliance by the Co-Permittee with all its obligations under this Agreement and the NPDES Second Term Permit.

8.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee, provided, however, that said Co-Permittee shall be responsible for any costs incurred in making available such documentation in accordance with §119.07, Florida Statutes.

SECTION NINE ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT

9.01. Enforcement. The designation of one of the parties under this Agreement as the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the NPDES Second Term Permit as to the other party.

9.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of the liability limits established in Section 768.28, Florida Statutes.

9.03. Costs and Attorney's Fees. In the event of any litigation or administrative proceeding to settle issues arising hereunder, the prevailing party shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include but not be limited to any fees and costs for any appeal that may be taken.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee: Caldwell & Pacetti, LLP
 324 Royal Palm Way, Suite 300
 Palm Beach, Florida 33480
 Attn: Betsy S. Burden, Esq.
 Phone: (561) 655-0620
 Fax: (561) 655-3775

As to the Co-Permittee: City of Riviera Beach
 2391 Avenue "L"
 Riviera Beach, FL 33404
 Attn: Don Jacobovitz
 Phone: (561) 845-4080
 Fax: (561) 848-5491

10.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

10.03. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

10.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

10.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

10.06. Assignability. The responsibility for carrying out any task assumed by any party to this Agreement, but not the obligation to pay the amounts required to be paid as hereinabove set forth, may be assigned by any party to this Agreement upon receipt of written approval by the other party, which shall not be unreasonably withheld.

10.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision increases or reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee or Co-Permittee.

10.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

10.09. Time of the Essence. Time is of the essence with respect to this Agreement.

10.10. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

10.11. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

10.12. NPDES Second Term Permit. If there is any inconsistency between the terms of this Agreement and the NPDES Second Term Permit, then the NPDES Second Term Permit shall preempt, supersede, and control over the provisions of this Agreement. Likewise, if there is any inconsistency between the terms of this Agreement and the Administrative Guidelines referenced herein, then this Agreement shall preempt, supersede, and control over the provisions of the Guidelines.

10.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.14. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Court in and for Palm Beach County, Florida.

10.15. Effective Date. This Agreement shall be effective as of the last date that it is signed by all parties hereto.

10.16. Termination of Prior Agreements. All previous interlocal agreements or amendments thereto entered into between the parties to this Agreement regarding the application or execution of the NPDES Permit shall terminate as of the Effective Date of this Agreement.

10.17. Modification and Incorporation. This Agreement and any Attachments hereto shall be modified only upon written agreement of the parties with at least sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereinafter written.

EXECUTED by Lead Permittee this 17 day of July, 2003.

ATTEST: BOARD OF SUPERVISORS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
By: [Signature], SECRETARY (SEAL)
By: [Signature], HUGO P. UNRUH, PRESIDENT

EXECUTED by Co-Permittee this 17 day of July, 2003.

ATTEST: CLAUDE E. L. ROBINSON FOR CITY OF RIVIERA BEACH
By: [Signature], CARRIE E. WARD, MMC. CITY CLERK (SEAL)
By: [Signature], MICHAEL D. BROWN, MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: Pamela H. Ryan
PAMELA H. RYAN
CITY ATTORNEY

BY: [Signature]
DEPARTMENT DIRECTOR

Donald D. Jacobowitz
PRINT NAME

Director of Public Works
PRINT TITLE

DATE: 7/21/03

ATTACHMENT "A"

TO
NPDES INTERLOCAL AGREEMENT
REGARDING SECOND TERM PERMIT

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the NPDES Second Term Permit is generally as follows:

- (i) The timely preparation, coordination, and submittal to FDEP of the system-wide annual report.
- (ii) The preparation, coordination, and execution of interlocal agreements necessary to carry out the joint responsibilities of all permittees.
- (iii) The timely preparation, coordination and execution of any monitoring required by Part V.B. of the NPDES Second Term Permit.
- (iv) The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates as required by Part V.A. of the NPDES Second Term Permit.
- (v) The preparation, coordination, and distribution of standardized forms as approved by the NPDES Steering Committee as necessary to carry out the terms of the NPDES Second Term Permit.
- (vi) Coordination and assistance in carrying out the terms of the NPDES Second Term Permit.
- (vii) Conducting NPDES Steering Committee Workshops and meetings.
- (viii) The timely remittance of all necessary and reasonable permit fees, subject to the timely and adequate collection of same by all other responsible Co-Permittees.

ATTACHMENT "B"

RESOLUTION OF THE BOARD OF SUPERVISORS OF
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
APPROVING THE NPDES STEERING COMMITTEE ADMINISTRATIVE
GUIDELINES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT
OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 59-994, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the United States Environmental Protection Agency has recently issued its National Pollutant Discharge Elimination System Permit No. FLS000018 (the "NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees who make up the governmental bodies subject to the NPDES Permit have nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the NPDES Permit and submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the NPDES Permit; and

WHEREAS, a five member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts and one (1) representative for Palm Beach County; and

WHEREAS, on September 17, 1997 the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Guidelines for the collection, management and disbursement of NPDES Interlocal Agreement Funds, a true and correct copy of which is attached hereto and

WHEREAS, Northern has been requested to adopt and comply with the aforementioned NPDES Steering Committee Administrative Guidelines for purposes of administering the funds to be paid to it pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

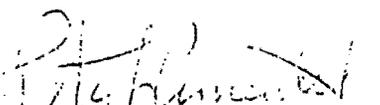
1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the NPDES Steering Committee Administrative Guidelines.
2. That Northern Palm Beach County Improvement District does hereby incorporate by reference the NPDES Steering Committee Administrative Guidelines into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.
3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.
4. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 24th DAY OF SEPTEMBER, 1997.

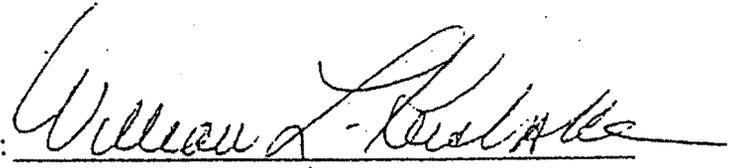
(DISTRICT SEAL)

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:


Peter L. Pimentel, Secretary

BY:


William L. Kerslake, President

NPDES STEERING COMMITTEE ADMINISTRATIVE GUIDELINES
FOR COLLECTION, MANAGEMENT AND DISBURSEMENT
OF NPDES INTERLOCAL AGREEMENT FUNDS

The NPDES Steering Committee, (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts and one (1) representative for Palm Beach County), has adopted the following administrative guidelines in order to provide a level of accountability and fiscal control for the benefit of the NPDES Co-Permittees.

The administrative guidelines adopted by the Steering Committee are as follows:

1. Alternative NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraph's 7.01 and 7.02 of the NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Fiscal Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Fiscal Year are required to be paid on or before October 1, 1997, January 1, 1998, April 1, 1998 and July 1, 1998, with all future Fiscal Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Fiscal Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Fiscal Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Exhibit "A".

3. Budget Accounting Documentation.

(A) A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of

each Fiscal Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the NPDES Interlocal Agreements.

(B) The budget accounting report shall be prepared by NPBCID in accordance with the format set forth in attached Exhibit "B".

4. Reserve Fund Contingency Expenditures. Prior to any expenditure by NPBCID of funds contained in the Reserve Fund Contingency account identified in the NPDES Interlocal Agreement, NPBCID shall be required to submit its request to the Steering Committee members and receive approval from a super-majority of at least 75% of the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall be required to submit to the Steering Committee the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter to the Co-Permittees at the next regularly scheduled Steering Committee NPDES meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees) for consideration and vote by those representatives of the Co-Permittees present at the meeting. An affirmative vote by a simple majority (i.e., over fifty percent) of those representatives of the Co-Permittees present at the meeting (with only one (1) representative of each Co-Permittee being entitled to vote on the matter at issue) will be required before NPBCID is authorized to incur the subject unexpected additional costs and expenses.

6. NPDES Interlocal Agreement Budget Adoption Process. All future NPDES Interlocal Agreement Fiscal Year budgets shall be adopted in accordance with the following procedure:

(A) On or before March 1st of each Fiscal Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Fiscal Year.

(B) The Steering Committee shall consider the proposed next Fiscal Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Fiscal Year's budget shall require the approval of a super-majority of at least 75% of the Steering Committee members.

(D) As a part of the Steering Committee's consideration of the next Fiscal Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding share. "Surplus funds" for the purpose of

this administrative guideline may include unexpended and unencumbered present Fiscal Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 17TH DAY OF SEPTEMBER, 1997.

EXHIBIT "A"

NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
 FIRST YEAR PROGRAM
 FOR PERIOD MAY 2, 1997 - AUGUST 1, 1997
 (SAMPLE)

<u>CASH ON HAND MAY 2, 1997</u>		\$ _____
REVENUE RECEIVED FOR QUARTER MAY 2, 1997 - AUGUST 1, 1997		
AGREEMENT FEES	\$	
INTEREST EARNINGS	\$	
<u>TOTAL REVENUES</u>	\$ _____	\$ _____
<u>TOTAL CASH AND REVENUES AVAILABLE FOR EXPENDITURES</u>		\$ _____
EXPENDITURES PAID DURING QUARTER MAY 2, 1997 - AUGUST 1, 1997		
ENGINEERING	\$	
LEGAL	\$	
MISC. EXPENSES	\$	
<u>TOTAL EXPENDITURES</u>	\$ _____	\$ _____
<u>FUND BALANCE AT AUGUST 1, 1997</u>		\$ _____
RESERVE FOR CONTINGENCIES		\$ _____
<u>UNRESERVED FUND BALANCE</u>		\$ _____

EXHIBIT "D"

NPDES QUARTERLY BUDGET -VS- ACTUAL REPORT
 FIRST YEAR PROGRAM
 FOR PERIOD MAY 2, 1997 - AUGUST 1, 1997
 (SAMPLE)

DESCRIPTION	BUDGET	ACTUAL BILLINGS THROUGH 8/1/97					ENCUMBERED	PERCENT OF BUDGET SPENT*
		M•R	CDM	C & P	NPBCID	TOTAL		
Steering Committee Workshops	\$54,790.00							
Sub Committee Workshops	\$9,145.00							
EPA Coordination	\$3,975.00							
Permittee Coordination	\$22,250.00							
Interlocal Agreements	\$15,400.00							
Monitoring Program	\$53,050.00						\$45,100.00	
Annual Report	\$51,390.00							
TOTAL	\$210,000.00						\$45,100.00	

M•R = Mock, Roos & Associates, Inc.

CDM = Camp, Dresser & McKee

C & P = Childwell & Pacetti

NPBCID = Northern Palm Beach County Improvement District

* Does not reflect encumbered dollars