

RESOLUTION NO. 91-02

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 201 W. 28<sup>th</sup> STREET, LOT 1, BLK 2, BLUE HERON PARK PL1, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$1,150.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, property located at 201 W 28<sup>TH</sup> Street, Lot 1, Blk 2, Blue Heron Park Pl 1 was found to be in violation of the City's Code of Ordinances on December 09, 1996, pursuant to Case No. CEB 97-044 dated May 28<sup>th</sup> 1997; and

**WHEREAS**, liens were filed against the property by the City of Riviera Beach on July 22, 1997, for non-compliance with the Code Enforcement Board's order; and

**WHEREAS**, Case No. CEB 97-044 was complied by the Code Enforcement Division on September 4, 1998; and

**WHEREAS**, City staff recommends an offer of settlement with Terry Hicks in the amount of \$1,150.00; 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 the sum of \$1,150.00 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 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.

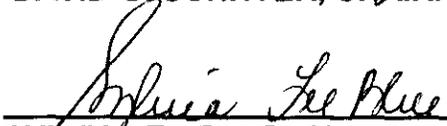
PASSED and APPROVED this 15 day of May, 2002.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

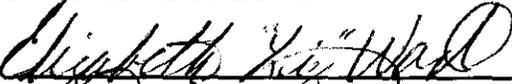
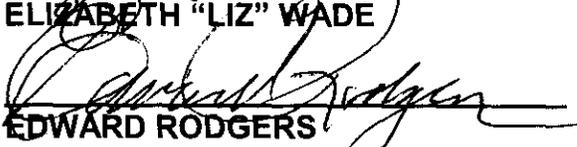
{MUNICIPAL SEAL}

  
SYLVIA LEE BLUE, CHAIRPRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCIL MEMBERS

Motioned By: D. Wilson

Seconded By: E. Wade

D. Schnyer         Aye      
S. Blue             Aye      
D. Wilson          Aye      
E. Wade          Aye      
E. Rodgers         Aye    

Reviewed as to Legal Sufficiency

\_\_\_\_\_  
City Attorney  
City of Riviera Beach

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

RESOLUTION NO. 92-02

**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 LIENS ON PROPERTY LOCATED AT LTS 9-12, BLK 4 KELLY ADDITION, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$4,525.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the vacant lots located in the 1600 block of W. 15<sup>th</sup> Street, Lts 9-12, Block 4 Kelly Addition was found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions; and

**WHEREAS**, liens were filed against the property by the City of Riviera Beach due to city maintenance of the vacant lots during the same period; and

**WHEREAS**, the vacant lots are owned by Norris and Loretta Nelson; and

**WHEREAS**, City staff recommends an offer of settlement with Norris and Loretta Nelson in the amount of \$4,525.00; 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 the sum of \$4,525.00 as consideration for the release of liens hereby granted on the subject property.

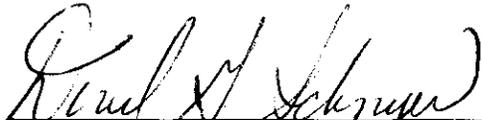
**Section 3.** The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

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

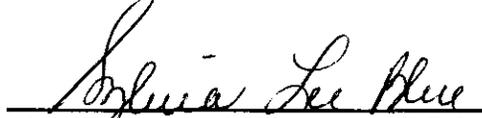
PASSED and APPROVED this 15 day of May, 2002.

APPROVED:

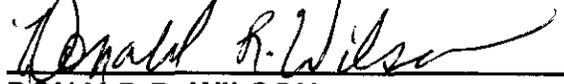
  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

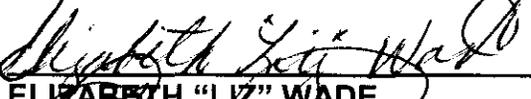
{MUNICIPAL SEAL}

  
SYLVIA LEE BLUE, CHAIRPRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

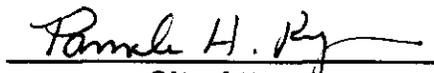
  
ELIZABETH "LIZ" WADE

  
EDWARD RODGERS  
COUNCIL MEMBERS

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

D. Schnyer Aye  
S. Blue Aye  
D. Wilson Aye  
E. Wade Aye  
E. Rodgers Aye

Reviewed as to Legal Sufficiency

  
City Attorney  
City of Riviera Beach

Date: 5/8/02

RESOLUTION NO. 93-02

**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 LIENS ON PROPERTY LOCATED AT INLET CITY, BLK 39, W 15' OF LT 4 & LTS 5-6 RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$1,450.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the vacant lots located in the 500 block of W. 7<sup>TH</sup> Street, INLET CITY, BLK 39, W 15' OF LT 4 & LTS 5-6 were found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasion; and

**WHEREAS**, liens were filed against the property by the City of Riviera Beach due to city maintenance of the vacant lots during the same period; and

**WHEREAS**, the vacant lots were owned by Idella Ingerville, deceased, and are now maintained by Louise Banks and Richard Davis; and

**WHEREAS**, City staff recommends an offer of settlement with Louise Banks and Richard Davis in the amount of \$1,450.00; 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 the sum of \$1,450.00 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 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 15 day of May, 2002.

APPROVED:

Michael D. Brown  
MICHAEL D. BROWN, MAYOR

David G. Schnyer  
DAVID G. SCHNYER, CHAIRPERSON

{MUNICIPAL SEAL}

Sylvia Lee Blue  
SYLVIA LEE BLUE, CHAIRPRO-TEM

ATTEST:

Donald R. Wilson  
DONALD R. WILSON

Carrie E. Ward  
CARRIE E. WARD, CMC/AE  
CITY CLERK

Elizabeth "Liz" Wade  
ELIZABETH "LIZ" WADE  
Edward Rodgers  
EDWARD RODGERS  
COUNCIL MEMBERS

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

D. Schnyer Aye  
S. Blue Aye  
D. Wilson Aye  
E. Wade Aye  
E. Rodgers Aye

Reviewed as to Legal Sufficiency

Patricia H. Ryan  
City Attorney  
City of Riviera Beach

Date: 5/8/02

RESOLUTION NO. 94-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THAT THE PAY & CLASSIFICATION PLAN BE AMENDED BY REGARDING THE CLASSIFIED POSITION OF ELECTRICIAN UNDER CLASS TITLE PUBLIC WORKS SERVICE AND PROVIDING AN EFFECTIVE DATE .**

**WHEREAS**, request was made by the Public Works Department to regrade the position of Electrician, and,

**WHEREAS**, the Human Resources Department has advertised the Electrician position numerous times but, has been unsuccessful for almost a year in obtaining candidates to fill the existing vacancy; and

**WHEREAS**, the Public Works Department has been unable to complete numerous electrical functions assigned to the position of electrician due to the vacancy; and

**WHEREAS**, a salary survey is included with cities of comparable size to determine if the City's salary is competitive; and

**WHEREAS**, the survey indicates that the current salary is not competitive; and

**WHEREAS**, if the City increases the salary for the position of electrician then qualified candidates will apply.

**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 amending the City's Pay and Classification Plan by regrading the position of Electrician as follows:

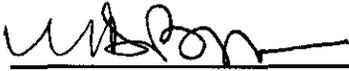
		FROM	
<u>CLASS</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Works			\$26,629 -
Service	Electrician	G29	\$42,103

		TO	
<u>CLASS</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Works			\$30,683 -
Service	Electrician	G32	\$48,578

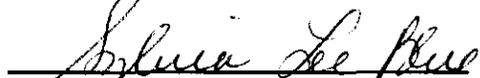
**SECTION 2.** This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 15 day of May, 2002.

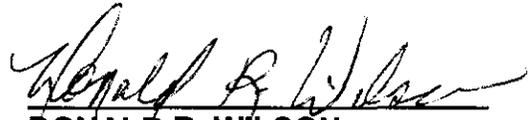
APPROVED:

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

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

  
\_\_\_\_\_  
SYLVIA LEE BLUE  
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

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

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

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

  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCIL MEMBERS

RESOLUTION NO. 94-02  
PAGE-3-

Motioned by: D. Wilson

Seconded by: E. Wade

D. SCHNYER Aye

S. BLUE Aye

D. WILSON Aye

E. WADE Aye

E. RODGERS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Paul H. Ry  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 5/7/02

RESOLUTION NO. 95-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF GATES TO BE INSTALLED AT THE PUBLIC WORKS DEPARTMENT COMPLEX FROM ACCESS MANAGEMENT, WEST PALM BEACH, FLORIDA IN THE AMOUNT OF \$12,897.90 AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$12,897.90 FROM THE GENERAL FUND CONTINGENCY ACCOUNT 001-0203-5190-5999 TO THE PUBLIC WORKS PROPERTY MAINTENANCE ACCOUNT NUMBER 001-1128-5190-4601 AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the security gates of the Public Works/Purchasing complex are antiquated and in poor condition; and

**WHEREAS**, staff solicited bids for the repair/replacement of gates; and

**WHEREAS**, Access Management provided the most responsive bid and is qualified to perform the work; and

**WHEREAS**, the Public Works Department does not have sufficient funds within their budget to pay for the gate replacement.

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

**SECTION 1.** The City Council authorize the purchase of gates to be installed at he Public Works Complex to Access Management of West Palm Beach, Florida in the mount of \$12,897.90 as per their proposal dated March 5, 2002.

**SECTION 2.** The City Council authorizes the Interim Finance Director to ransfer from the General Fund Contingency Account Number 001-0203-5190-5999 to he Public Works Account Number 001-1128-5190-4602 the amount of \$12,897.90.

**SECTION 3.** The City Council authorizes the Mayor and Interim Finance Director to make payment for it under Account Number 001-1128-5190-4602.

RESOLUTION NO. 95-02  
PAGE 2.

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

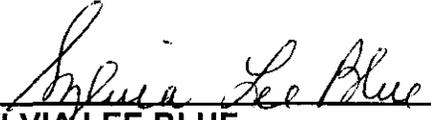
PASSED AND APPROVED this 15 day of May 2002.

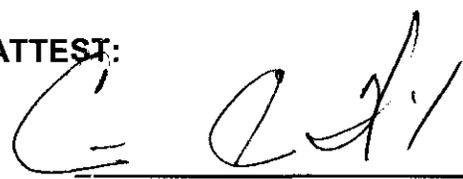
APPROVED:

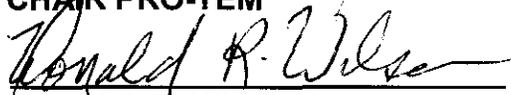
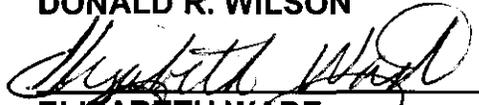
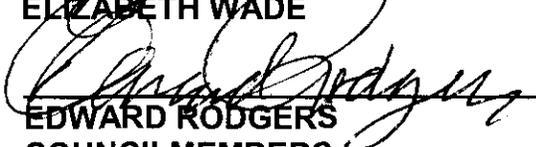
  
MICHAEL D. BROWN,  
MAYOR

  
DAVID G. SCHNYER  
CHAIRPERSON

MUNICIPAL SEAL)

  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:  
  
CARRIE E. WARD, CMC/AE

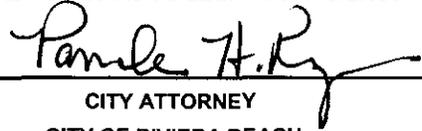
  
DONALD R. WILSON  
  
ELIZABETH WADE  
  
EDWARD RODGERS  
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D.SCHNYER Aye  
S.BLUE Aye  
D. WILSON Aye  
E. WADE Aye  
E. RODGERS Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/7/02

RESOLUTION NO. 96-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CONTRACT FOR PROFESSIONAL SERVICE TO DUNCAN ASSOCIATES FOR THE PREPARATION OF THE REVISIONS TO THE CITY OF RIVIERA BEACH LAND DEVELOPMENT CODE IN THE AMOUNT OF \$120,000.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAPITAL FUND ACCOUNT NUMBER 305-0717-5150-3106; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach invited consultants to submit Request for Qualifications (RFQ) to revise its Land Development Code; and

**WHEREAS**, the RFQ's were received on September 24, 2001, from Duncan Associates; Calvin Giordano & Associates; and Michelle Mellgren & Associates, Inc.; and

**WHEREAS**, each firm was interviewed by the Selection Committee and ranked accordingly; and

**WHEREAS**, Duncan Associates were ranked number one and is qualified to perform the work under this contract.

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

**SECTION 1.** That Duncan Associates has been awarded the professional service contract to prepare the revisions to the City of Riviera Beach Land Development Code.

**SECTION 2.** That the Interim Finance Director is authorized make payment from the Capital Fund Account Number 305-0717-5150-3106 in the amount of \$120,000.00.

**SECTION 3.** That the Mayor and City Clerk are authorized to execute the contract.

**SECTION 4.** That this resolution shall take effect upon its passage.

PASSED AND APPROVED this 15 day of May, 2002

APPROVED:

[Signature]  
MAYOR MICHAEL D. BROWN

[Signature]  
DAVID SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]  
SYLVIA LEE BLUE, CHAIR PRO-TEM

[Signature]  
DONALD R. WILSON

ATTEST:

[Signature]  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

[Signature]  
EDWARD RODGERS

[Signature]  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: Out  
S. BLUE: Aye  
D. WILSON: Aye  
E. RODGERS: Aye  
E. WADE: Aye

REVIEWED AS TO LEGAL SUFFICIENCY  
City Attorney  
[Signature]  
City of Riviera Beach  
Date: 5/7/02

# **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES FOR REVISION OF THE CITY OF RIVIERA BEACH LAND DEVELOPMENT REGULATIONS**

This Contract is made as of the 15 day of May, 2002 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and JAMES DUNCAN AND ASSOCIATES, INC., d/b/a as DUNCAN ASSOCIATES, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 74-2862552.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

## **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of revising the City's land development regulations, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, Director of Community Development, telephone number 561/845-4060.

## **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall complete all services within nine months.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

## **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit B attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONSULTANT for any travel costs or expenses incurred as a direct result of the CONSULTANT'S providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within 30 days following the CITY representative's approval.
- C. Prompt Payment. The CITY agrees payment of invoices within 45 days of their receipt in accordance with Chapter 218, Part VIII, Florida Statutes, the Florida Prompt Payment Act. The CITY shall have ten days upon receipt of any invoice to notify the CONSULTANT of any disagreements it may have with such invoice. If the CITY fails to pay the CONSULTANT for undisputed services rendered or expenses incurred within 90 days of invoice, the CONSULTANT may, in addition to any penalties provided for in the Florida Prompt Payment Act, suspend or terminate the performance of its services to the CITY.
- In the event a dispute arises between the CONSULTANT and the CITY concerning the payment of an invoice, such disagreement shall be solely and finally determined by the CITY.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY OF RIVIERA BEACH. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by either the CITY or the CONSULTANT, with or without cause, immediately upon written notice to the other party. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through

the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 – PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

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

#### **ARTICLE 7 – M/WBE PARTICIPATION**

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

**ARTICLE 8 - FEDERAL AND STATE TAX**

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

**ARTICLE 9 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

**ARTICLE 10 - INSURANCE**

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for

property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

- E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

#### **ARTICLE 11 - INDEMNIFICATION**

The CONSULTANT 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 cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT 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 CONSULTANT 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.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy

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

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

**ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

**ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**ARTICLE 22 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

**ARTICLE 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 26 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City Council for the CITY OF RIVIERA BEACH.

**ARTICLE 27 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mary McKinney, AICP  
Director of Community Development  
Community Development Department

600 W. Blue Heron Boulevard  
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Marty Hodgkins, AICP  
Duncan Associates  
101 North Clematis Street, #320  
West Palm Beach, Florida 33401

#### **ARTICLE 28- ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONSULTANT agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 - Modifications of Work.

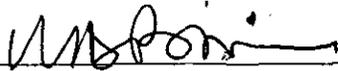
#### **ARTICLE 29 – GENERAL**

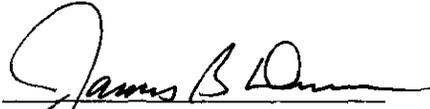
- A. Time is of the essence in all respects under this agreement.
- B. The Section and/or Paragraph headings in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
- C. Failure of the CITY to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of the CITY'S right to enforce or exercise said right(s) at any time thereafter.
- D. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- E. All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in the contract or attachments hereto, said failure shall be deemed a material breach of the Contract and CITY may at its option and without notice terminate this Contract.

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

CITY OF RIVIERA BEACH

CONSULTANT

BY:   
MICHAEL D. BROWN  
MAYOR

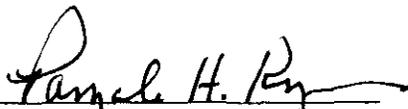
BY:   
JAMES B. DUNCAN  
PRESIDENT

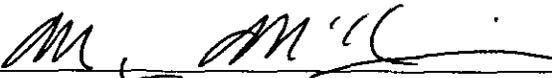
ATTEST:  
  
CARRIE E. WARD, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
CITY ATTORNEY

BY:   
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 5/15/02

# **EXHIBIT "A"**

## **SCOPE OF WORK**

### **TASK 1 BACKGROUND AND RECONNAISSANCE**

The initial task of our work program will focus on organizational and substantive issues relating to the production of a comprehensive land development code. We will identify information sources, refine responsibilities, discuss overall goals and reach agreement on a number of other project issues.

#### **A. Data Gathering**

We will identify data and information needs, including codes, ordinances, plans, studies, permits and other development-related documents.

#### **B. Document Review**

We will conduct a preliminary review of existing land development and related regulations. We will also conduct a thorough examination of all available planning documents, including the City's Comprehensive Plan and Redevelopment Plan.

#### **C. Organizational Meeting**

We will attend an initial meeting with City staff in City Hall to discuss project organization, logistical issues and public participation.

#### **D. Field Surveys**

We will conduct field surveys of existing development patterns within the corporate limits of the City in order to better understand the applied cumulative effects of past and current regulations.

### **TASK 2 ISSUE IDENTIFICATION AND POLICY DIRECTION**

The purpose of this task is to gain insight into key regulatory policy issues that will need to be addressed in the new land development regulations.

#### **A. Analysis of Existing Regulations/Policies**

We will continue our analysis of City regulations, procedures, permits, plans and policies. This subtask will include a thorough review of the existing Land Development Code for legal sufficiency, especially in regard to those issues where state statutes and state and federal case law have recently set new trends.

#### **B. Comprehensive Plan Consistency**

Consistency with the City's Comprehensive Plan and Redevelopment Plan will be reviewed, and any required modifications to the land development code will be discussed.

#### **C. Generalized Outline**

We will prepare a generalized outline: (a) presenting a proposed organizational structure of the new revised land development code; (b) describing substantive and procedural provisions to be included; and (c) identifying issues to be addressed during the revision process. This will establish clear expectations for what is to be accomplished in the land development code *before actual drafting begins*.

### **TASK 3\INITIAL DRAFT LAND DEVELOPMENT REGULATIONS**

Our initial draft of City's new land development code will be prepared during this task. We would recommend that this draft be used for internal review by City staff.

#### **A. Initial Draft Code**

We will prepare an initial draft code. The draft code will expressly address existing land development code issues and problems identified in the RFP, including but not limited to:

- Zoning districts and permitted uses
- Potential new districts to implement the Comprehensive Plan and the Redevelopment Plan
- New code provisions to implement Comprehensive Plan and Redevelopment Plan
- Creation of development review process for projects within the Redevelopment Area
- New development standards
- Performance standards
- Modifications to existing standards
- Sign regulations
- Landscaping
- Parking
- Administrative procedures
- Definitions
- Subdivision regulations
- Accessory uses
- Concurrency management
- Nonconforming uses
- Plan and application review procedures

#### **B. Code Subtasks**

The initial draft code is to be presented in three separate code subtasks, based upon major substantive and procedural elements of the Code. The three subtasks proposed are:

- Zoning Districts and Permitted Uses
- Development Standards
- Development Review Procedures and Definitions

**C. Initial Reformatting and Reorganization**

The first task is to reformat the existing land development code as agreed upon in the Generalized Outline discussed previously. The initial draft will include tables and “easy-find” features that we propose to include in subsequent versions, but will not be fully illustrated.

**D. Draft Revisions to Existing Code**

Revisions to issue areas identified in the RFP and this exhibit as needing revision will be drafted in this task and incorporated in the revised land development code.

**E. Draft New Code Concepts**

New language to cover new land development code concepts described in the previous task will be drafted in this task and incorporated in the revised land development code.

**F. Staff Review**

After allowing time for staff to thoroughly review the initial draft, we will attend meetings in City Hall to discuss the document and solicit comments and recommendations for changes.

**G. Initial Draft Period**

We anticipate that the drafting of the revised land development code will cover a period of approximately five months, during which we would meet with the City staff on a monthly basis to review portions of the land development code draft. These subtasks would cover portions of the document agreed to during the previous task. Each subtask would be sent to the City, then a meeting would allow discussion with the City staff. All of the subtasks would be combined in the following task.

**H. Draft Revision**

Based on staff comments received during preceding steps of this Task, we will prepare a second draft of the revised land development code intended for review by the general public.

**I. Legal Review**

This draft will undergo detailed legal review by the firm’s land use attorneys.

**J. Staff Review**

After allowing time for staff to thoroughly review the revised draft, we will attend meetings in City Hall to discuss the document and solicit comments and recommendations for changes.

**K. Final Draft**

Following final staff review and comments, we will prepare a public hearing draft for review by the Planning and Zoning Board.

**TASK 4|PLANNING AND ZONING BOARD PRESENTATION.** We will present the final draft to the Planning and Zoning Board for their comments and recommendations. Based on comments received from the Board, we will prepare a public hearing draft of the revised land development

code intended for review at public hearings.

**TASK 5\PUBLIC HEARING DRAFT**

The public hearing draft of the revised land development code, based upon Task 4, is intended for review at public hearings. This task would include a maximum of four public workshops and hearings as the City feels are appropriate. A separate cost for additional meetings is set forth in Section 4 of this proposal.

**TASK 6\FINAL CODE DOCUMENT**

Following adoption of the revised land development code, we will prepare the revised land development code document, complete with changes approved by the City Council during the public hearing process. We will then deliver both one copy of a camera-ready hard copy and an MS-Word disk copy of the final land development code to the City.

**EXHIBIT "B"**

**SCHEDULE FOR PAYMENT AND PROPOSED BUDGET  
FOR PROFESSIONAL SERVICES/CONSULTANT  
TO REVISE LAND DEVELOPMENT REGULATIONS**

<b>Name &amp; Title of Personnel</b>	<b>Actual Hourly Payroll Rate</b>	<b>OH/Profit Multiplier</b>	<b>Estimated Hours</b>	<b>Extended Amount</b>
James B. Duncan President and Principal-In-Charge	N/A <sup>1</sup>	N/A	N/A	N/A
L. Martin Hodgkins Project Manager	N/A	N/A	N/A	N/A
Shirley Simpson- Wray, President, Simpson-Wray Associates	N/A	N/A	N/A	N/A

<sup>1</sup>N/A=Not applicable due to lump sum, fixed cost for completion of project.

**TOTAL CONTRACT COST: \$120,000**

Contract is based upon a lump sum, fixed fee amount as provided in our response to the City's RFP.

**TASKS, DELIVERABLES AND SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion tasks which shall be clearly identified on a task-by-task basis upon submission to the CITY of certain deliverables<sup>1</sup> as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments<sup>2</sup>: Following the description of Task 6 is a table summarizing the schedule of payments.

**TASK 1: BACKGROUND AND RECONNAISSANCE**

Task(s) to be Completed:

- Organizational Meeting
- Field Surveys

<sup>1</sup> "Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

<sup>2</sup> A summary table of compensation by task appears at the end of this Exhibit.

- Data Gathering
- Document Review

Completion Time: 1 Month

Compensation for Task 1: \$10,000.00

Deliverable(s) Required:

- (1) Organizational Meeting
- (2) Summary of Organizational Meeting
- (3) Review of key documents

## **TASK 2: ISSUE IDENTIFICATION AND POLICY DIRECTION**

Task(s) to be Completed:

- City Staff Meetings
- *Analysis* of Existing Plans and Regulations
- *Consistency Determination* of Comprehensive Plan and Redevelopment Plan

Completion Time: 2 Months

Compensation for Task 2: \$15,000.00

Deliverable Required:

- (1) Generalized Outline including proposed organization/formal; issues to be addressed, and summary of substantive and procedural changes

## **TASK 3: INITIAL DRAFT LAND DEVELOPMENT REGULATIONS**

Task(s) to be Completed:

- Prepare initial draft of LDRs
- Ensure that new draft LDRs are *consistent* with the City's current Comprehensive Plan and Redevelopment Plan
- Review and update the *definitions* within the Comprehensive Plan and Land Development Regulations (LDRs)
- Evaluate the *development review process including a development review process for the Redevelopment Area*, and provide recommendations, as necessary, to simplify and enhance the process
- Prepare a *chart or matrix* to indicate permitted, special exception and prohibited uses within the City's zoning districts and determine when *special exception review* would be necessary
- Prepare a zoning district to implement Comprehensive Plan policies regarding *preservation of protected areas*
- **Prepare other zoning districts that may be necessary to implement both Comprehensive Plan and Redevelopment Plan**

- Incorporate into the revised LDRs the *development and design codes* of the City's Redevelopment District
- Evaluate and recommend changes to the City's current *sign regulations*
- Recommend other *suggested amendments and necessary changes* to the LDRs in cooperation with City Staff, including new development standards, performance standards, modification to existing standards, landscaping, parking, administrative procedures, subdivision regulations, accessory uses, concurrency management, and nonconforming uses
- Meetings with City Staff
- Prepare final draft, following City Staff review, for review by Planning and Zoning Board

Completion Time: 4 months

Compensation for Task 3: \$52,500.00

Deliverables Required:

- (1) Initial Draft of Revised LDRs for City Staff Review, draft to be provided in three subtasks based upon the following three subject areas: *Subtask 1* (Zoning Districts and Uses), *Subtask 2* (Development Standards) and *Subtask 3* (Development Review/Definitions)
- (2) Final Draft for Planning and Zoning Board Review, based on City Staff comments

#### **TASK 4: PLANNING AND ZONING BOARD REVIEW DRAFT**

Task to be Completed:

- *Initial presentations to* Planning and Zoning Board

Completion Time: 1 month

Compensation for Task 4: \$27,500.00

Deliverable Required:

- (1) revised draft of LDRs based upon Planning Board Review and staff direction

#### **TASK 5: PUBLIC HEARING DRAFT**

Task(s) to be Completed:

- Public Hearings with City Council for adoption of revised LDRs
- Revise LDRs per City Council direction

Completion Time: 2 months

Compensation for Task 5: \$15,000.00

Deliverable Required:

- (1) Public Hearing Draft of revised LDRs

#### **TASK 6: FINAL CODE DOCUMENT**

Task to be Completed:

- Final revised LDRs following City Council adoption

Completion Time: 1 month

Compensation for Task 5: None

Deliverable Required:

- (1) Final Draft of revised LDRs in both hard copy and electronic formats
  - Zoning Districts and Permitted Uses
  - Development Standards
  - Development Review Procedures and Definitions

## Summary of Compensation

Task	Subtask and Compensation	Total Compensation
1\Background and Reconnaissance	None	\$10,000
2\Issue Identification and Policy Direction	None	\$15,000
3\Initial Draft Land Development Regulations	None	\$52,500
• Subtask 1 (Zoning Districts and Uses)	\$17,500	
• Subtask 2 (Development Standards)	\$17,500	
• Subtask 3 (Development Review/Definitions)	\$17,500	
4\Planning and Zoning Board Review Draft	None	\$27,500
5\Public Hearing Draft	None	\$15,000
6\Final Code Document	None	\$0
<b>Total Project Cost</b>		<b>\$120,000</b>

Rivierabeachcontract.FINALcitychanges.1

RESOLUTION NO. 97-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING A POLICY DECLARING THAT THE CITY WILL NOT APPROVE A RELEASE OF LIEN UNTIL ALL WATER/SEWER LIENS HAVE BEEN SATISFIED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is allowed by Florida Statutes, Section 180.13 to use any lawful method of enforcement to secure amounts owed for utility services; and

**WHEREAS**, the City Council finds that it is in the City's best interest to set a policy declaring that the City will not approve the release of municipal liens unless all water and sewer utility liens have been satisfied.

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

**SECTION 1.** That the City of Riviera Beach hereby sets a policy that it will not approve the release of any code enforcement, lot clearing, or any other special assessment or municipal liens unless all water and sewer utility liens are paid or satisfied.

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

**PASSED AND APPROVED this 15TH day of May, 2002.**

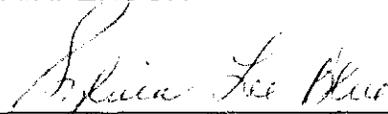
APPROVED:



MICHAEL D. BROWN, MAYOR



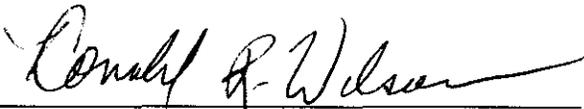
DAVID G. SCHNYER  
CHAIRPERSON



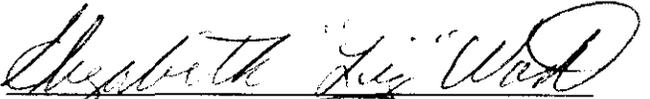
SYLVIA LEE BLUE  
CHAIR PRO-TEM

RESOLUTION NO. 97-02  
PAGE 2

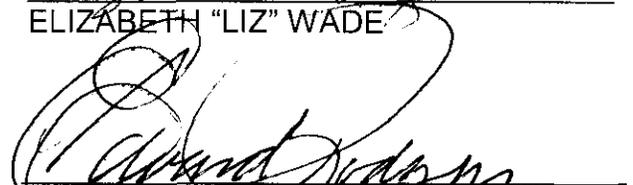
ATTEST:

  
DONALD R. WILSON

[Municipal Seal]

  
ELIZABETH "LIZ" WADE

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
EDWARD RODGERS  
COUNCILMEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/15/02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, AND PAMALA H. RYAN; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

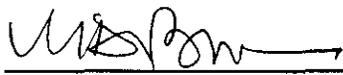
**SECTION ONE.** That the City Council hereby approves the amended employment agreement between the City of Riviera Beach and Pamala H. Ryan.

**SECTION TWO.** That a copy of the City Attorney Employment Agreement is attached hereto and made a part of this Resolution.

**SECTION THREE.** This Resolution shall take effect on May 17, 2002, the anniversary date of the employment agreement.

PASSED and APPROVED this 15 day of May 2002.

APPROVED:

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

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

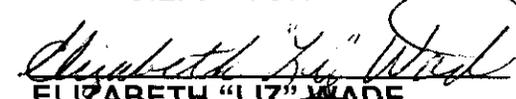
ATTEST:

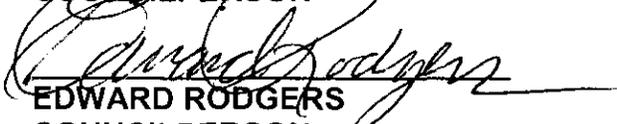
  
\_\_\_\_\_  
SYLVIA LEE BLUE  
CHAIRPERSON PRO TEM

[Municipal Seal]

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

  
\_\_\_\_\_  
CARRIE E. WARD, CMC/AE  
CITY CLERK

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

  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCILPERSON

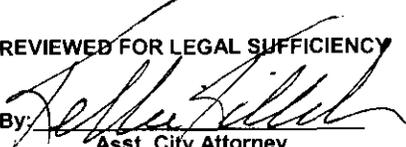
MOTIONED BY:  
SECONDED BY:

E. Wade  
S. Blue

D. Schnyer  
S. Blue  
D. Wilson  
E. Wade  
E. Rodgers

aye  
aye  
aye  
aye  
nay

REVIEWED FOR LEGAL SUFFICIENCY

By: 

Asst. City Attorney  
City of Riviera Beach

Date: 5/15/02

## CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of May, 2002 by and between the CITY OF RIVIERA BEACH, State of Florida, duly organized and validly existing municipal corporation, (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 pay Employee an annual base salary of \$89,953.02, payable in installments at the same

time as other management employees are paid. Further, Employee shall receive and be entitled to all longevity, cost of living/wage adjustment increases and other increases which the City grants to other management employees.

- B. Employee's term of employment shall be for one year. This agreement shall be renewed automatically on an annual basis for one-year terms unless either party notifies the other in writing at least ninety 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 of \$6,000. 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 \$200 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.

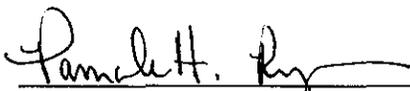
**Section 16. General Provision -**

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 date set forth above.

THE CITY OF RIVIERA BEACH

BY:   
Michael D. Brown, Mayor

  
Pamala H. Ryan, Employee

ATTEST:

  
Carrie E. Ward, CMC/AAE  
City Clerk

RESOLUTION NO. 99-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A GRANT IN THE AMOUNT OF \$76,100 FROM THE FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM FOR CHILDREN TO SUBSIDIZE THE COST OF MEALS FOR PARTICIPANTS IN THE SUMMER CAMP PROGRAM AND SETTING UP A BUDGET FOR SAME; AND FURTHER AWARDING BID TO PASSPORT PIZZA AS LOWEST BIDDER IN THE AMOUNT OF \$54,252 AS THE FOOD SERVICE PROVIDER AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Florida Department of Education has a provided the City of Riviera a grant in the amount of \$76,100 and the City hereby accepts the grant to supply meals to the participants of the Summer Camp Program; and

**WHEREAS**, a budget need to be set up for said grant; and

**WHEREAS**, Passport Pizza is the lowest bidder in the amount of \$54,252.00 as food service provider for the Food Service Program.

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

**SECTION 1.** That the City Council hereby accepts the grant in the amount of \$76,100 from the Florida Department of Education Summer Food Service Program to subsidize the cost of meals, served during the operation of the Summer Youth Program.

**SECTION 2.** That City Council directs the Finance Director set up a budget for the grant received from the Florida Department of Education Summer Food Service Program for Children as follows:

Revenue		
137-00-334515	State Food Grant	\$76,100.00
137-1232-572-0-1201	Salaries	\$35,852.00
137-1232-572-0-3406	Contract Services	\$39,448.00
137-1232-572-0-5201	Operational Supplies	\$ 800.00

**SECTION 3.** That City Council hereby awards bid to Passport Pizza food service provider in the amount of \$54,252.00.

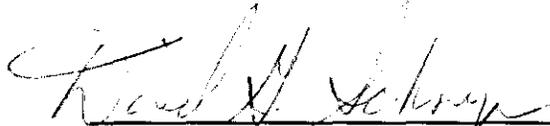
**SECTION 4.** That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 5TH day of JUNE 2002.

APPROVED:



MICHAEL D. BROWN  
MAYOR

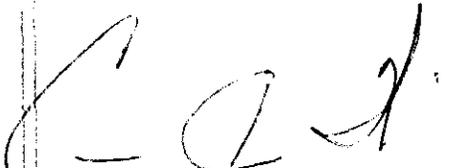


DAVID G. SCHNYER, CHAIRPERSON

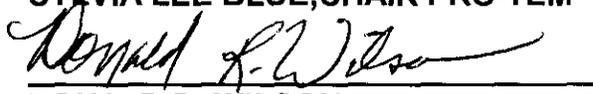


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AE  
CITY CLERK



DONALD R. WILSON



ELIZABETH "LIZ" WADE



EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. BLUE

SECONDED BY: E. WADE

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/28/02

RESOLUTION NO. 100-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$26,090.00 FROM SELECT CONTRACTING, INC. INCREASING THE ORIGINAL CONTRACT AMOUNT FROM \$3,383,000.00 TO \$3,409,090.00 FOR CONSTRUCTION OF THE NEW AQUATIC COMPLEX AND THE INSTALLATION OF AN AUTOMATED FIRE SPRINKLER SYSTEM AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 140-1233-572-0-6201 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, an automated fire sprinkler system must be installed at the new Aquatic Complex; and

**WHEREAS**, Select Contracting, Inc. is the contractor constructing the Aquatic Complex; and

**WHEREAS**, a Change order No. 1 in the amount of \$26,090.00 for the installation of the fire sprinkler system is submitted.

**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 Change Order No. 1 from Select Contracting, Inc. in the amount of \$26,090.00 increasing the original contract amount from \$3,383,000.00 to \$3,409,090.00 for the construction of the new aquatic Complex and the installation of an automated fire sprinkler system.

**SECTION 2.** That the City Council authorizes the Mayor and Finance Director to pay this amount from account number 140-1233-572-0-6201

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

**PASSED AND APPROVED this 5<sup>TH</sup> day of June 2002.**

**APPROVED:**

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

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

Sylvia Lee Blue  
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson  
DONALD R. WILSON

Elizabeth "Liz" Wade  
ELIZABETH "LIZ" WADE

Carrie E. Ward  
CARRIE E. WARD, CMC/AE  
CITY CLERK

Edward Rodgers  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. BLUE

SECONDED BY: E. WADE

- D. SCHNYER      AYE
- S. BLUE            AYE
- D. WILSON        AYE
- E. WADE          AYE
- E. RODGERS      NAY

REVIEWED AS TO LEGAL SUFFICIENCY

Parade H. Ryan  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/28/00