

RESOLUTION NO. 101-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR PARTICIPATION IN THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT QUALIFICATION PROCESS FOR FISCAL YEARS 2003, 2004, AND 2005; AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County must continue to qualify as an Urban County with the United States Department of Housing and Urban Development in order to continue receiving Community Development Block Grant Funds and HOME Funds according to Title I, Housing and Community Development Act 1970, amended 1990; and

WHEREAS, municipalities such as the City of Riviera Beach have allowed their population to be included to create the Urban County, and assist Palm Beach County in implementing CDBG activities; and

WHEREAS, Palm Beach County must enter into Interlocal Cooperation Agreements with participating municipalities in order to qualify and receive CDBG funds as an Urban County for Fiscal Years 2003, 2004, and 2005; and

WHEREAS, the current Interlocal Cooperation Agreement between Palm Beach County and the City of Riviera Beach expires September 30, 2002; and

WHEREAS, the City of Riviera Beach is desirous of continuing to be a recipient of Community Development Block Grant Funds and continue its Interlocal Cooperation Agreement.

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

Section 1. That the City of Riviera Beach agrees to enter into an Interlocal Cooperation Agreement with Palm Beach County in support of its efforts to maintain its Urban County status with the United States Department of Housing and Urban Development, thus remaining eligible to receive Community Development Block Grant and HOME Funds for Fiscal Years 2003, 2004, and 2005.

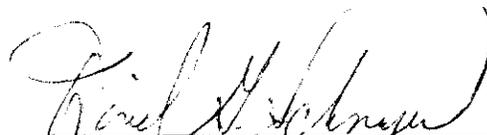
Section 2. That the Mayor, City Manager, and City Clerk are hereby authorized to execute the Interlocal Cooperation Agreement.

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

PASSED AND APPROVED this 5TH day of JUNE, 2002

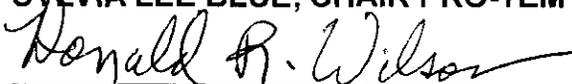
APPROVED:


MICHAEL D. BROWN, MAYOR

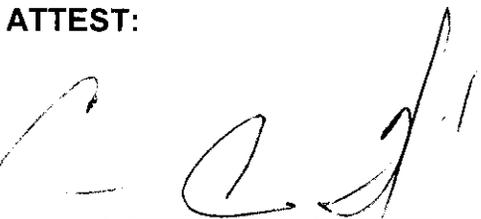

DAVID G. SCHNYER, CHAIRPERSON

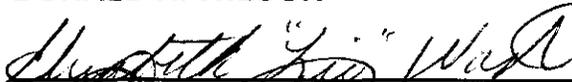
{MUNICIPAL SEAL}


SYLVIA LEE BLUE, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH K. "LIZ" WADE


EDWARD RODGERS
COUNCIL MEMBERS

Motioned By: S. BLUE

Seconded By: E. WADE

D. Schnyer: AYE

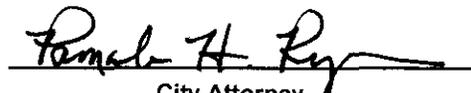
S. Blue: AYE

D. Wilson: AYE

E. Wade: AYE

E. Rodgers: AYE

Reviewed as to Legal Sufficiency


Pamela H. Ryan
City Attorney
City of Riviera Beach

Date: 5/29/02

Resolution No. 102-02

Number Omitted

RESOLUTION NO. 103-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A REQUEST TO PALM BEACH COUNTY COMMISSIONER ADDIE GREEN FOR DISCRETIONARY FUNDS FOR AVENUE U RECONSTRUCTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to reconstruct Avenue U from Dr. Martin Luther King, Jr. Boulevard to West 15th Street; and

WHEREAS, the City is seeking funds to cover a shortfall in the amount of \$212,000 for this reconstruction work; and

WHEREAS, funds are available from Palm Beach County Commissioner Addie Green's roadway construction discretionary account.

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

SECTION 1. That the City Manger is authorized to submit a request to County Commissioner Addie Green for funding in the amount of \$212,000.

SECTION 2. This funding, when received, shall be used toward reconstruction of Avenue U from Dr. Martin Luther King, Jr. Boulevard to West 15th Street.

SECTION3. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 5TH day of JUNE, 2002

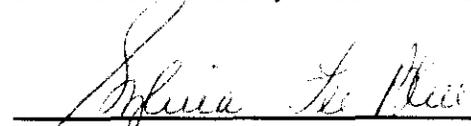
APPROVED:



MICHAEL D. BROWN, MAYOR



DAVID SCHNYER, CHAIRPERSON

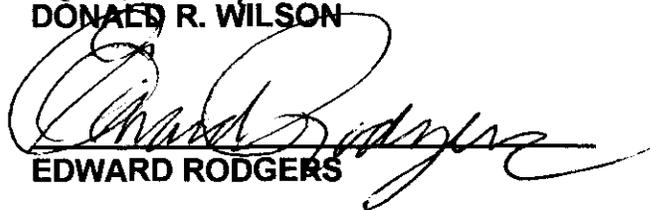


SYLVIA LEE BLUE, CHAIR PRO-TEM

{MUNICIPAL SEAL}



DONALD R. WILSON



EDWARD RODGERS

ATTEST:



**CARRIE E. WARD, CMC/AAE
CITY CLERK**



**ELIZABETH "LIZ" WADE
COUNCIL MEMBERS**

Motioned By D. WILSON

Seconded By E. WADE

D. Schnyer AYE

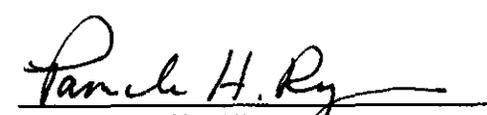
S. Blue AYE

E. Rodgers AYE

D. Wilson AYE

L. Wade AYE

Reviewed as to Legal Sufficiency



**City Attorney
City of Riviera Beach**

Date: 5/28/02

RESOLUTION NO. 104-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SURVEYING FIRM OF NICK MILLER, INC., OF PALM BEACH GARDENS, FLORIDA TO PREPARE A BOUNDARY AND TOPOGRAPHIC SURVEY AT THE DAN CALLOWAY (TATE) RECREATIONAL COMPLEX IN THE AMOUNT OF \$20,000; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$20,000 AND PAY SAID AMOUNT FROM ACCOUNT NO. 141-1232-572-0-3406 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dan Calloway (Tate) Recreational Complex property needs to be surveyed; and

WHEREAS, Nick Miller, Inc., is presently on contract with the City to provide said services.

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 surveying firm of Nick Miller, Inc., is hereby authorized to perform surveying services at the Dan Calloway (Tate) Recreational Complex in the amount of \$20,000.

SECTION 2. That the Mayor and Interim Finance Director are authorized to make payment for the boundary and topographic survey to Nick Miller, Inc., in the amount of \$20,000 from account number 141-1232-572-0-3406.

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

PASSED AND APPROVED this 19th day of June 2002.

APPROVED:



MICHAEL D. BROWN
MAYOR

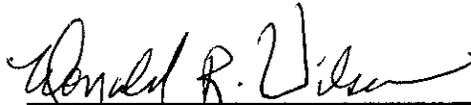


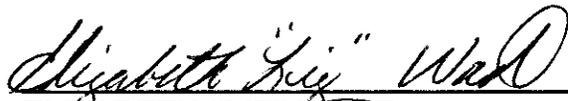
DAVID G. SCHNYER, CHAIRPERSON

RESOLUTION NO. 104-02
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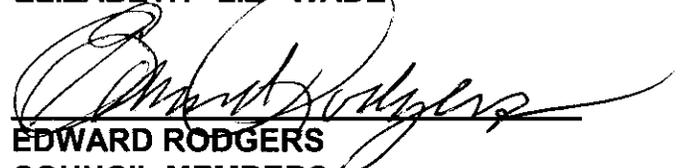

SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


ELIZABETH "LIZ" WADE


CARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

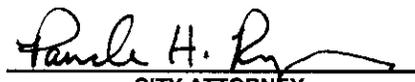
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/12/02

RESOLUTION NO. 105-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF CONTRACT FROM ODOM SOD, INC. TO RE-SOD THE FOOTBALL FIELD AT WELLS RECREATION COMPLEX BY PIGGYBACKING OFF OF PALM BEACH COUNTY CONTRACT NO. 99186B, AT THE COST OF \$19,800.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 305-1232-572-0-4603; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the football field at Wells Recreation Center is in dire need of re-sodding; and the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Parks and Recreation recommendation to re-sod the football field at Wells Recreation Complex;

WHEREAS, the City Council authorizes the Interim Finance Director to make payment of \$19,800 from account # 305-1232-572-0-4603.

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 Parks and Recreation Department to re-sod the Football Field at Wells Recreation Complex.

SECTION 2. That City Council awards the bid to Odom Sod, Inc. and piggyback off of the Palm Beach County Contract #99186B in the amount of \$19,800.

SECTION 3. That the City Council authorizes the Mayor and City Clerk to execute the Material and Services Contract, attached hereto; said contract to become effective upon execution by Odom's Sod, Inc.

SECTION 4. That City Council authorizes the Interim Finance Director to make payment to Odom Sod, Inc. in the amount of \$19,800 from account number 305-1232-572-0-4603.

SECTION 5. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 19th day of June 2002.

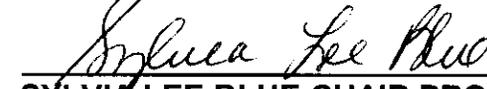
APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER, CHAIRPERSON

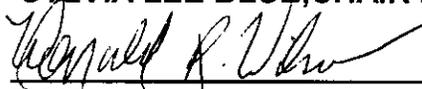


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK



DONALD R. WILSON



ELIZABETH "LIZ" WADE



EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

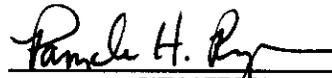
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/19/02

MATERIALS AND SERVICE CONTRACT

THIS AGREEMENT made and entered into this 02 day of June, 2002 by and between Odum's Sod, Inc., hereinafter referred to as "Independent Contractor" whose mailing address is 394 State Road 7, West Palm Beach, FL 33414 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, Palm Beach County posted an Invitation to Bid, to wit, Bid No.: 99-186/VMG, hereinafter the "Bid" for the furnishing and installation of sod, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful bidder; and

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

WHEREAS, Independent Contractor desires to extend such to the City.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of removal of existing sod, and furnishing and installing floritam sod as set forth more fully in Exhibit "B" attached hereto and incorporated herein by reference. The Independent Contractor agrees that the field will be constructed in accordance with standard football field specifications and will ensure that the field is properly rolled and leveled.
4. The Independent Contractor agrees to contact the City prior to the commencement of work to obtain the location(s) of sprinkler heads and any underground utilities which may be present on the site. The City shall provide such locations and assistance as is necessary in identifying and/or temporarily relocating such sprinklers and utilities.
5. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within six (6) weeks from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement, said time to include any "grow in" time during which Independent Contractor shall be solely responsible for monitoring and preventing any damage to such site.
6. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
7. The City agrees to compensate the Independent Contractor in accordance with the fee proposal set as forth in Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds

annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "B".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. 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.

29. 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.

30. 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.

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

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

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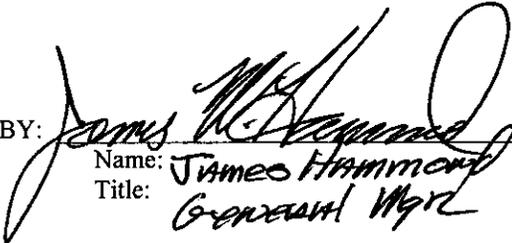
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

ODUM'S SOD, INC.

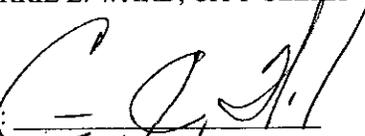
BY: 
MICHAEL D. BROWN
MAYOR

BY: 
Name: James Hammond
Title: General Mgr

ATTEST:

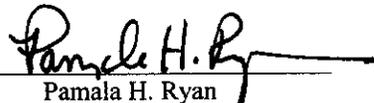
CARRIE E. WARD, CITY CLERK

(SEAL)

BY: 
6/19/02

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
Pamala H. Ryan
CITY ATTORNEY

BY: 
DEPARTMENT DIRECTOR

DATE: 6/19/02

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by James W. Hammond the
(INDIVIDUAL'S NAME)
General Mgr of O'Brien's Sod. Inc
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above. *We will attached a copy of this statement with each employees paycheck on 6/26/02*

James W. Hammond
SIGNATURE

6/26/02
DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Olivia's Seal, Inc.
Firm Name

James W. Hammond
Signature

James W. Hammond General Mgr
Name & Title (Print or Type)

Resolution No. 106-02

A resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving the naming of the Riviera Beach Family Aquatic Complex as "Barracuda Bay"; and providing an effective date.

PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM, PLEASE FILL OUT PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE TO THE COUNCIL CHAIR OR THE LEGISLATIVE AIDE. CARDS MUST BE SUBMITTED BEFORE ITEM IS DISCUSSED.

1) MINUTES:

ITEM NO. 2

MINUTES OF THE REGULAR COUNCIL MEETING HELD ON JUNE 5, 2002

2) RESOLUTIONS:

ITEM NO. 3

RESOLUTION NO. 104-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SURVEYING FIRM OF NICK MILLER, INC., OF PALM BEACH GARDENS, FLORIDA TO PREPARE A BOUNDARY AND TOPOGRAPHIC SURVEY AT THE DAN CALLOWAY (TATE) RECREATIONAL COMPLEX IN THE AMOUNT OF \$20,000; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$20,000 AND PAY SAID AMOUNT FROM ACCOUNT NO. 141-1232-572-0-3406 AND PROVIDING AN EFFECTIVE DATE.

ITEM NO.4

RESOLUTION NO. 105-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF CONTRACT FROM ODOM SOD, INC. TO RE-SOD THE FOOTBALL FIELD AT WELLS RECREATION COMPLEX BY PIGGYBACKING OFF OF PALM BEACH COUNTY CONTRACT NO. 99186B, AT THE COST OF \$19,800.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACT; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 30-1232-572-0-4603; AND PROVIDING AN EFFECTIVE DATE.

ITEM NO. 5

RESOLUTION NO. 106-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE NAMING OF THE RIVIERA BEACH FAMILY AQUATIC COMPLEX AS "BARRACUDA BAY"; AND PROVIDING AN EFFECTIVE DATE. ~~ITEM PULLED BY CITY CLERK WARD~~

A motion was made by **Chair Pro-Tem Blue** and seconded by **Councilperson Wade** to approve the naming of the Family Aquatic Complex as "Barracuda Bay."

MOTION

City Clerk Ward announced the item was pulled at the request of Gerald Ward.

Gerald Ward, 31 W 20th Street, made comments regarding commented on the naming of the aquatic complex.

A discussion ensued amongst the City Council and staff.

Upon a roll call by City Clerk Ward, the vote was unanimous.

MOTION APPROVED

ITEM NO. 6

RESOLUTION NO. 107-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CLOSING DOUCMENTS FOR THE PROPERTIES BEING ACQUIRED FOR WIDENING OF 13TH STREET PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM NO. 6(1)

RESOLUTION NO. 108-02 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, 2002.

ITEM NO. 7

RESOLUTION NO. 109-02 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A QUIT CLAIM DEED OF LOT 109 ACREHOME PARK TO J.A.Y. OUTREACH MINISTRIES; APPROVING AN AGREEMENT FOR SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE QUIT CLAIM DEED AND THE AGREEMENT FOR SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

ITEM NO. 8

RESOLUTION NO. 110-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM R.C.T. ENGINEERING, INC. IN THE AMOUNT OF \$47,749.50 TO PERFORM POST DESIGN SERVICE DURING THE CONSTRUCTION PHASE OF THE 20" Ø TRANSMISSION LINE CONNECTION FROM THE WATER TREATMENT PLANT TO WEST 27TH STREET AND CONTRACT ADMINISTRATION FOR THE PROJECT; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-3103.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: June 19, 2002

AGENDA ITEM SUMMARY NO. _____

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
 - ORDINANCE ON SECOND READING
 - PUBLIC HEARING
- ORDINANCE ON FIRST READING

- DISCUSSION
- RESOLUTION

SUBJECT: Recommendations for the Naming of the Aquatic Center at Martin Luther King Park

RECOMMENDATION / MOTION: Staff recommends City Council name the Aquatic Center Barracuda Bay.

DEPARTMENTAL APPROVAL REVIEW & DATE

City Attorney	Marina
City Clerk	Police
Community Development	Public Works
Finance <i>Hubert 6/18/02</i>	Purchasing
Fire	Recreation & Parks <i>John Williams Jr</i>
Human Resources	Water & Sewer
Library	Other

APPROVED BY CITY MANAGER: *William E. Wilkin*

DATE: JUNE 17, 2002

Originating Dept. CITY MANAGER <i>WRW</i> Parks & Recreation	Costs: \$NONE Current FY: \$ _____ Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other Budget Account Number:	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input checked="" type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
Advertised: Date: Paper: Palm Beach Post <input checked="" type="checkbox"/> Not Required Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		Attachments: 1) List of suggested names for Aquatic Center

BACKGROUND / SUMMARY:

Mr. John Williams, Parks and Recreation Director, compiled a list of thirty-one names for consideration for the Aquatic Center. There were basically two categories, names that had a theme and those that were geared toward youth that would be the primary customers of the facility. The three names that were short listed were Barracuda Bay, Slippery Slopes and the Slide Zone Park.

The name of the facility must be one that has marketing and promotional appeal. Business attraction depends heavily on a catchy name to capture the excitement that you will experience while at the Water Park. Barracuda Bay was selected as the Aquatic Division's recommendation as that is the name of the city swim team. Our city team has been very successful during the last few seasons. It is staff's opinion that the name would have marketing appeal and would transition easily for logos and promotional items.

Item No. 05

Franks, Aladia

From: Franks, Aladia
Sent: Friday, April 26, 2002 11:23 AM
To: Mitchell, Dorothy
Cc: Williams, John L
Subject: SUGGESTED NAMES OF AQUATIC CENTER

Dorothy Mitchell:

Please be advised, that per your request, I have listed below, the (30) suggested names for the new Aquatic Center:

If you have any questions regarding this matter, you may contact me at ext. 4078.

Thanks
Aladia

SUGGESTED NAMES OF NEW AQUATIC CENTER

- | | | |
|--|-------------------------|------------------|
| Flume Park | High Tide Water Park | Typhoon Bay |
| Slide Zone Water Park | Ripe Tide Water Park | Low Tide Water |
| Park | | |
| Low Tide Rip ZoneSlide World | Slide World | Harbor Tide Park |
| Water Slide | World Tide Zone | Ripple Park |
| Sun Land Park | Wetlands Water Park | Splash Park |
| Cyclone Water Park | Island Splash Zone | Cyclone Bay |
| Twin Palm Lagoon | Blue Heron Aqua Complex | H2O Complex |
| Tiger Shark Park | Barnacle Island | Tidal Wave Park |
| Carribbean Reef | Tarpon Lagoon | Atlantica |
| Slippery Slopes | Oceanic Water Park | |
| Barracuda Bay - <i>Name recommended by the Aquatics Division</i> | | |

RESOLUTION NO. 107-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CLOSING DOCUMENTS FOR THE PROPERTIES BEING ACQUIRED FOR WIDENING OF 13TH STREET PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has approved realigning and widening of 13th Street from Old Dixie Highway to Avenue C, Inc.; and

WHEREAS, the City Council has approved reconstruction of 13th Street, from Old Dixie Highway to Avenue C, Avenue C between 11th Street and 13th Street and 11th Street from US Highway One to Avenue C; and

WHEREAS, the reconstruction of 13th Street and Avenue C requires acquisition of certain properties to accommodate the approved improvements.

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

SECTION 1. The City Manager is authorized to execute closing documents for properties being acquired for reconstruction of 13th Street and Avenue C.

SECTION 2. The cost for acquiring the said properties shall be borne by the Port of Palm Beach in accordance with the terms of the Interlocal agreement.

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

PASSED AND APPROVED this 19th day of June, 2002

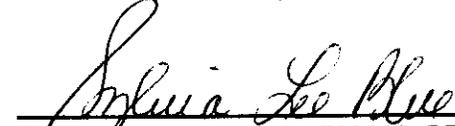
APPROVED:



MICHAEL D. BROWN, MAYOR



DAVID SCHNYER, CHAIRPERSON

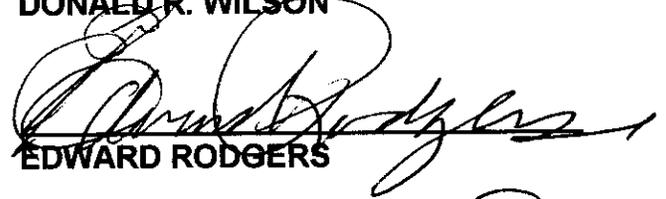


SYLVIA LEE BLUE, CHAIR PRO-TEM

{MUNICIPAL SEAL}



DONALD R. WILSON

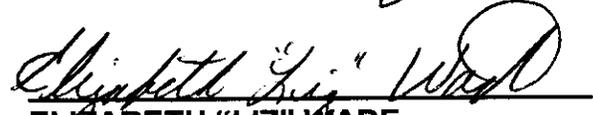


EDWARD RODGERS

ATTEST:



**CARRIE E. WARD, CMC/AAE
CITY CLERK**

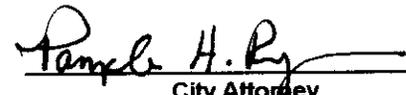


**ELIZABETH "LIZ" WADE
COUNCIL MEMBERS**

Motioned By E. Wade
Seconded By D. Wilson

- D. Schnyer aye
- S. Blue aye
- E. Rodgers aye
- D. Wilson aye
- L. Wade aye

Reviewed as to Legal Sufficiency



City Attorney
City of Riviera Beach

Date: 06/11/02

RESOLUTION NO. 108-02

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, 2002.

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, 2002, 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. This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this 19th day of June, 2000.

RESOLUTION NO: 108-02

PAGE -2-

APPROVED:

Michael D. Brown
MICHAEL D. BROWN

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

Sylvia Lee Blue
SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

Donald R. Wilson
DONALD R. WILSON

ATTEST:

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

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE

Edward Rodgers
EDWARD RODGERS
COUNCIL MEMBERS

Motioned by: E. Wade

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 _____

AGREEMENT

This AGREEMENT, executed this 12th day of JUNE 2002,
by and between THE CITY OF RIVERA BEACH, 600 W. BLUE HERON RIVERA BEACH FL
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, 2002 AT 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: AT 30' X 100' BARGE PROVIDED BY THE SPONSOR FROM JULY 3, 4 & 5.
THE BARGE WILL BE IN PLACE IN THE INTERCOSTAL SOUTH OF BLUE HERON BRIDGE.
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.

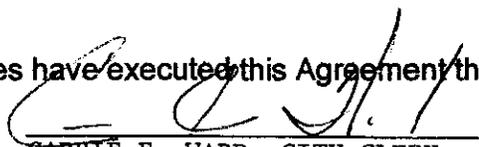
The CONTRACTOR agrees to carry liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate, for any and all injuries and/or damage that might be caused to any person, persons and/or property by reason of any defective pyrotechnics, apparatus, equipment or fixtures 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% DEPOSIT (\$7,500.00) 30 DAY'S IN ADVANCE PAYMENT IN FULL ON JULY 4, 2002

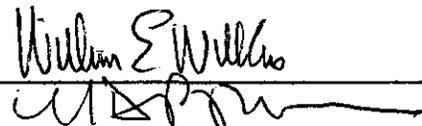
The SPONSOR may increase the budget of the display as deemed acceptable to the CONTRACTOR.

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.


CARRIE E. WARD, CITY CLERK - SEAL

Witnesses as to SPONSOR CITY OF RIVIERA BEACH

Witness:  Title: CITY MANAGER
MAYOR

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

Witness:  Title: PRESIDENT

Corporate Seal



RESOLUTION NO. 109-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A QUIT CLAIM DEED OF LOT 109 ACREHOME PARK TO J.A.Y. OUTREACH MINISTRIES; APPROVING AN AGREEMENT FOR SERVICES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE QUIT CLAIM DEED AND THE AGREEMENT FOR SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, J.A.Y. Outreach Ministries, a local non-profit faith based organization, is currently developing and planning to construct a Neighborhood Resource Center as an expansion of their existing services; and

WHEREAS, The City of Riviera Beach owns a vacant lot located at the Northwest corner of Avenue "S" and 27th Street (50' x 625') adjacent to J.A.Y. Outreach Ministries existing facility identified as Lot 109 Acrehome Park; and

WHEREAS, J.A.Y. Outreach Ministries is desirous of having the City convey Lot 109 Acrehome Park to be included in the development of their proposed Neighborhood Resource Center.

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

Section 1. That the City Council approves a Quit Claim Deed (Exhibit "A") for Lot 109 Acrehome Park, located on 27th Street and Avenue "S" to J.A.Y. Outreach Ministries for the construction of a proposed Neighborhood Resource Center.

Section 2. That J.A.Y. Outreach Ministries, in exchange for Lot 109 Acrehome Park, agrees to enter into an agreement (Exhibit "B") with the City specifying services to be rendered to the City and the utilization of the center in exchange for Lot 109.

Section 3. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED this 19th day of June, 2002

APPROVED:

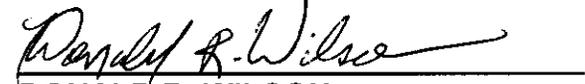

MICHAEL D. BROWN, MAYOR

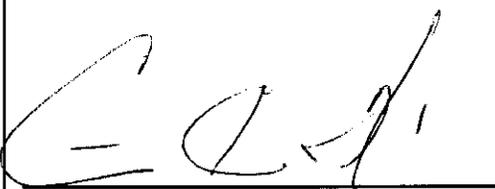

DAVID G. SCHNYER, CHAIRPERSON

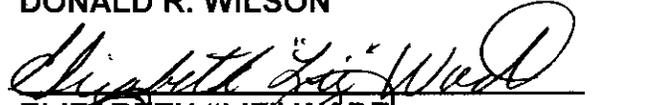
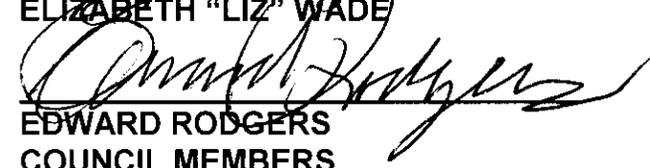
{MUNICIPAL SEAL}


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON

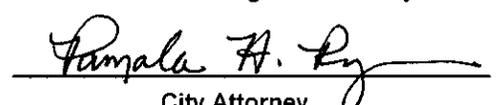

CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCIL MEMBERS

Motioned By: E. Wade
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: 6/19/02

Kodak 35 Color Slide Camera

**AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH
AND
J.A.Y. OUTREACH MINISTRIES, INC.**

This Agreement is made as of the 18 day of June, 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 Jesus and You Outreach Ministries, Inc., a not for profit organization authorized to do business in the State of Florida, whose Federal I.D. Number is 65-0452075, hereinafter referred to as "Ministries".

WHEREAS, Ministries is proposing to construct a Neighborhood Resource Center as a part of its expanded services to the neighborhood and the City of Riviera Beach; and

WHEREAS, it is in the best interests of the City to assure that such services are available to the City's residents; and

WHEREAS, the City on May 1, 2002, conceptually approved the conveyance to Ministries of a parcel of land identified as Lot 109 Acrehome Park located on West 27th Street.

NOW, THEREFORE, in consideration of the mutual promises contained herein the City and Ministries agree as follows:

1. The City shall convey to Ministries a parcel of land identified as Lot 109 Acrehome Park located on West 27th Street, hereinafter the "Property," and more specifically described as:

Lot 109 Acrehome Park, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 02310, Page 0868.

2. Ministries hereby acknowledges that it has had the opportunity to research, test and inspect the Property and any improvements, thereon, and further acknowledges that it accepts the Property and any of its improvements in an "AS IS" condition.

3. THE CITY MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY OR ANY OF ITS IMPROVEMENTS, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

4. Ministries understands and hereby agrees that such conveyance is based upon the terms, conditions, covenants, and/or provisions of this Agreement which are referenced and incorporated within the quitclaim deed making such conveyance.

5. Conveyance of the Property, as provided for herein, shall be subject to and contingent upon Ministries commencing construction of a Neighborhood Resource Center, hereinafter "Center", on the above described land, and in good faith pursuing that construction to completion. For the purposes of this agreement, the commencement of construction requirement shall be satisfied upon Ministries obtaining a building permit and completing construction of the foundation for the Center. Construction shall be deemed complete upon the issuance of a Certificate of Occupancy by the appropriate governing agency. In the event that construction of the Center has not commenced by May 15, 2004 and/or is not completed by May 15, 2006, then, in that event, the Property shall revert to the City, its successors and assigns, and thereafter Ministries shall have no further right, title or interest therein.

6. The Center shall be established for the purposes of strengthening and revitalizing the community and provide community development and support services to the neighborhood and the City of Riviera Beach. Should the Property ever be used for purposes other than those set forth in this section, then, upon such event, the Property shall revert to the City, its successors and assigns, and thereafter Ministries shall have no further right, title or interest therein.

7. This Agreement is being executed in conjunction with and comprises a portion of the consideration for a quitclaim deed executed in favor of Ministries the terms of which are incorporated herein by reference. Should Ministries fail to comply with any of the terms, conditions, covenants, and/or provisions of this Agreement, the Property shall revert to the City, its successors and assigns, and thereafter Ministries shall have no further right, title or interest therein.

8. Upon the occurrence and/or non-occurrence, as the condition(s) may call for, of the aforementioned event(s), Grantor shall have the right but not the obligation to reenter and take possession of the Property but failure on the part of Grantor to do so shall in no way be construed as a waiver or failure to enforce such reversion.

9. Ministries further agrees that upon completion of construction of the Center and for ten years thereafter, Ministries shall provide to the City:

- a. Full and open access to the entire Center in the event of a hurricane(s) or other natural disaster(s) for the purposes of an emergency shelter.
- b. A minimum of five (5) beds for referral of clients by the City's Civil Drug Court, or any successor operation of such Civil Drug Court.
- c. Sufficient space for use as a community policing office. The amount of such space shall be mutually agreed upon by the parties hereto.
- d. Use of conference room(s) for special meetings for community and City functions.

10. For so long as Ministries shall own the Property, Ministries covenants as follows:
 - a. Ministries shall continue to own the Property and shall continuously operate the Center thereon at all times (subject to reasonable closings for repairs or recognized holidays).
 - b. Ministries shall not permit any transfer of title to the Property, directly or indirectly, voluntarily or involuntarily, to any third party; and shall not permit the assignment, lease or other transfer of any rights or obligations thereto, including, but not limited to, transfers arising as a result of reorganization, bankruptcy, assignment, pledge or other disposition, voluntary or involuntary, by operation of law or otherwise, by transfer of ownership interest in Ministries to any third party, as to constitute in fact, purpose or intent, a transfer of control to a third party arising hereunder which would result in such third party obtaining title to the Property unless the prior written approval of the City is obtained.
11. In consideration of the execution of this Agreement by the City, Ministries hereby indemnifies and saves harmless the City, its officers, agents and employees, from all liability or loss the City may sustain as a result of claims, demands, costs, or judgments arising from the activities or operations of Ministries on the Property and/or in the performance of its responsibilities under this agreement. The amount of this indemnity is limited to Ten Million Dollars (\$10,000,000.00). The City shall give notice of any claim, demand or cost made against the City to which this indemnity may apply within ninety (90) days after the occurrence of the act comes to the knowledge of the City. 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.
12. The period of the Agreement shall be for ten (10) years commencing with completion of construction as defined herein. Notwithstanding the foregoing, the reverter provisions contained herein shall survive the term of this Agreement or any renewal thereof and shall run with the land thereafter.
13. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
14. The City and Ministries each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Ministries shall not assign, sublet, convey or transfer its interest in this Agreement unless the prior written approval of the City is obtained. 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 Ministries.

15. The City and Ministries each agree to execute any further instruments, deeds, conveyances, or other documents and/or agreements as may be necessary to carry out the provisions of this Agreement.

16. 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.

17. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, declaration or interpretation 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.

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

19. Time is of the essence in all respects under this Agreement.

20. 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.

21. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

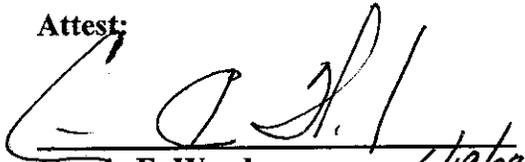
22. Each party hereto recognizes and agrees that the violation of any term, provision, or condition of this Agreement may cause irreparable damage to the other party which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief, including, but not limited to, the remedy of specific performance and/or temporary and permanent injunction.

23. The City and Ministries agree that 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 contained in the Agreement may be added to modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.



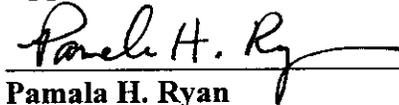
Michael D. Brown
Mayor

Attest:


6/19/02

Carrie E. Ward
City Clerk-CMC/AAE

Approved As To Legal Sufficiency:



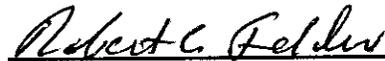
Pamala H. Ryan
City Attorney

Date: 6/19/02

Approved As To Terms and Conditions:

Department Director

Approved By:



Robert Felder
Executive Director
J.A.Y. Outreach Ministries, Inc.



Chairman
J.A.Y. Outreach Ministries, Inc.

Arthur Nickler

RESOLUTION NO. 110-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM R.C.T. ENGINEERING, INC. IN THE AMOUNT OF \$47,749.50 TO PERFORM POST DESIGN SERVICE DURING THE CONSTRUCTION PHASE OF THE 20" Ø TRANSMISSION LINE CONNECTION FROM THE WATER TREATMENT PLANT TO WEST 27TH STREET AND CONTRACT ADMINISTRATION FOR THE PROJECT; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-3103.

WHEREAS, the Consulting Engineering Firm of R.C.T. Engineering, Inc. has prepared and submitted to the City of Riviera Beach a proposal for professional engineering services to design and oversee the Construction Phase of the 20" Ø transmission line connection from the Water Treatment Plant to West 27th Street; and

WHEREAS, the primary purpose of this project is to boost the pressure in the City's Water Distribution System and in the surrounding areas.

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 approve the proposal from R.C.T. Engineering, Inc. in the amount of \$47,749.50 to provide professional engineering services to oversee the construction phase of the 20" Ø transmission line connection from the Water Treatment Plant to West 27th Street and Contract Administration for the project.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account Number 407-1417-5330-3103 in the amount of \$47,749.50.

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

PASSED AND ADOPTED this 19th day of JUNE, 2002.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN,
MAYOR

David G. Schnyer
DAVID G. SCHNYER,
CHAIRPERSON

Sylvia Lee Blue
SYLVIA LEE BLUE,
CHAIR PRO-TEM

(MUNICIPAL SEAL)

Donald R. Wilson
DONALD R. WILSON

ATTEST:

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

Edward Rodgers
EDWARD RODGERS

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

S. BLUE aye

D. WILSON aye

Parade H. By
CITY ATTORNEY
CITY OF RIVIERA BEACH

E. RODGERS aye

E. WADE aye

DATE: 6/3/02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSAL FROM CALVIN, GIORDANO & ASSOCIATES IN THE AMOUNT OF \$32,970.00 TO PERFORM POST DESIGN AND ON-SITE OBSERVATION SERVICES FOR THE REPLACEMENT OF POTABLE WATER, SEWER GRAVITY AND FORCE MAINS FOR THE MILITARY PROJECT FROM 45th STREET TO BLUE HERON BOULEVARD; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1438-5350-6508.

WHEREAS, the engineering firm of Calvin, Giordano & Associates, Inc. has prepared and submitted to the City of Riviera Beach a proposal for professional engineering services for post design and on-site observation services for the replacement of potable water, sewer gravity and force mains for the Military Project from 45th Street to Blue Heron Boulevard; and

WHEREAS, the potable water, gravity sewer and force mains need to be relocated because the Florida Department of Transportation (FDOT) is planning to make improvements to Military Trail from 45th Street to Blue Heron Boulevard.

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

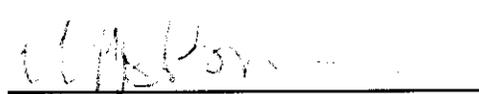
Section 1: That the City Council approves the proposal from Calvin, Giordano & Associates in the amount of \$32,970.00 to perform post design and on-site observation services for the replacement of potable water, sewer gravity and force mains for the Military Project from 45th Street to Blue Heron Boulevard.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account Number 407-1438-5350-6508 in the amount of \$32,970.00.

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

PASSED AND ADOPTED this 19th day of JUNE, 2002.

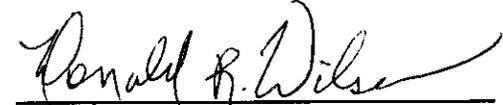
APPROVED:


MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER,
CHAIRPERSON

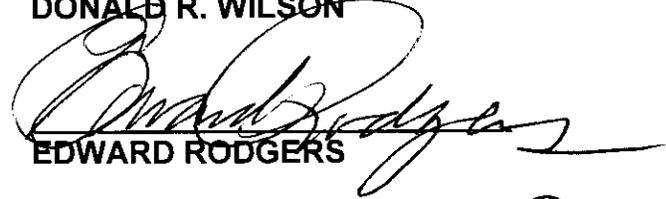

SYLVIA LEE BLUE,
CHAIR PRO-TEM

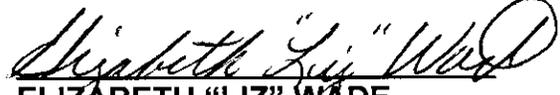
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/11/02



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners

May 8, 2002

Mr. Albert Valdivia, Asst. Utilities Director
CITY OF RIVIERA BEACH
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

Re: **Military Trail Utility Relocation**
Construction Engineering Inspection Services
CG&A Project No.: 01-2177 Extra 1

Dear Mr. Valdivia:

We are pleased to submit this proposal for Professional Services on the above referenced project located on Military Trail from 45th Street to Blue Heron Boulevard.

SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements.

I. Contract Administration Services & Project Certification Services

- A. Calvin, Giordano and Associates, Inc. will attend meetings and provide consultation with the City and Contractor during the construction phase of the project.
- B. Contractor submittals including shop drawings, schedules, warranties and guarantees will be reviewed.
- C. Contract documents will be clarified and interpreted as required.
- D. Calvin, Giordano and Associates, Inc. will review materials and workmanship on the job for compliance with the contract documents.
- E. All project records will be kept including correspondence, schedules, construction records, and progress photographs.
- F. Calvin, Giordano and Associates, Inc. will negotiate the scope and cost of all change orders with the contractor and provide a recommendation to the City on approval of change requests.

Reply to:

1800 Eller Drive
Suite 600
Fort Lauderdale, Florida 33316
(954) 921-7781
(954) 921-8807 fax

Village Boulevard
340
Palm Beach, Florida 33409
(561) 684-6161
(561) 684-6360 fax

- G. Periodic payment requests from the Contractor will be evaluated and provided to the City.
- H. An inspector will be provided for this project at an average of fours (4) hours per day for the estimated 5-month contract period.
- I. The Engineer will make field observations as required to properly provide certification services.
- J. Calvin, Giordano and Associates, Inc. will provide project closeout services, including final inspection, review of documentation, and preparation of closeout change orders.

BASIS OF PROPOSAL

The submittal of this proposal is based upon the following information:

- Calvin, Giordano & Associates, Inc. will have access to all FDOT drawings, including mylar reproduces.
- Calvin Giordano & Associates will prepare certifications for the Palm Beach County Health Department and the Florida Department of Transportation. Contractor shall provide Calvin Giordano with all bacteriological tests results and pressure tests prior to certification process.
- Contractor shall prepare as-built Record drawings for certification through the Palm Beach County Health Department, the Florida Department of Transportation and the City of Rivieria Beach.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly not to exceed fee as shown by the following recap.

PROPOSED SCHEDULE OF FEES			
ACTIVITY/PERSONNEL	ESTIMATED		
	HOURS	AVERAGE RATE	TOTAL
Principal, Engineering	0	150.00	0.00
Project Engineer	500	90.00	35,000.00
Permit Administrator	40	60.00	2,400.00
Sr. CADD	0	65.00	0.00
Clerical	0	55.00	0.00
Subtotal			\$37,400.00
Direct Expenses (5% of CGA contract)			\$1,870.00
TOTAL			\$39,270.00

ADDITIONAL FEES

Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the City of Riviera Beach. All municipal, permit, and agency fees will be paid by the client.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, and postage, as required. We have assumed that 5% of our contract will be sufficient to cover the reimbursable expenses, however should there be additional expenses, they will be invoiced directly to The City of Riviera Beach.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, preparation for and meeting attendance, meetings in excess of those stated earlier in this proposal will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

CLIENT RESPONSIBILITIES

The City of Riviera Beach or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The City of Riviera Beach will provide Calvin, Giordano & Associates, Inc. with plans and other pertinent information, which may be necessary to properly survey or engineer the site.

Client agrees to limit engineer's liability to client for any and all claims by client, owner, or agents of each, including but not limited to claims for breach of contract, breach of warranty and/or negligence against the engineer/surveyor. This liability limit is set at the equivalent of the contracted amount for the engineer/surveyor's fee for said work.

TERMS OF AGREEMENT

The terms of the Agreement shall be valid for the client's acceptance for a period of sixty (60) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the City of Riviera Beach.

All original documents shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property. This information is proprietary and will not be shared with others without prior written consent. The City of Riviera Beach may request reproducible copies of all original documents upon payment of all outstanding invoices, and at the client's expense.

Invoices for work accomplished to date will be submitted twice monthly and are payable within thirty (30) days. The City of Riviera Beach will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

Calvin, Giordano & Associates, is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. Calvin, Giordano & Associates shall exercise control over the means and manner in which it performs the work, and in all respects Calvin, Giordano & Associates relationship to the CITY shall be that of an Independent Contractor and not as employee or agent of the CITY.

Calvin, Giordano & Associates 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(s) of action which may arise from any negligent act or omission of Calvin, Giordano & Associates, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this Agreement 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.

Calvin, Giordano & Associates shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

Calvin, Giordano & Associates shall defend all actions in the name of the CITY, when applicable in relation to this particular project, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Calvin, Giordano & Associates.

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

The CITY and Calvin, Giordano & Associates agree that this Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy to this office. We look forward to working with you on this project.

Yours truly,

CALVIN, GIORDANO & ASSOCIATES, INC.



John P. Downes, P.E.
Executive Vice President

JPD/cf

Attachment

Cost of these services	\$39,270.00
Hourly not to exceed	

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: John P. Downes Date: 5/10/02

Name: John P. Downes
Title: Executive Vice President

City of Riviera Beach

By: Carrie E. Ward Date: 6/19/02

Name: CARRIE E. WARD, CMC/AAE
Title: CITY CLERK

By: Michael D. Brown Date: 6/19/02

Name: MICHAEL D. BROWN
Title: MAYOR

RESOLUTION NO. 112-02.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE BID AWARD WITH SULLIVAN ELECTRIC AND PUMP, INC., THE LOWEST RESPONSIVE BIDDER, FOR THE INSTALLATION OF TWO (2) VARIABLE FREQUENCY DRIVE (VFD) UNITS AND THE ASSOCIATED SCADA PROGRAMMING AT THE WATER TREATMENT PLANT IN THE AMOUNT OF \$87,665.00.

WHEREAS, R.C.T. Engineering, Inc. (R.C.T.) conducted a bid evaluation and in their opinion, Sullivan Electric and Pump, Inc. submitted the lowest satisfactory responsive bid for the installation of two (2) variable frequency drive (VFD) units and the associated SCADA programming at the Water Treatment Plant in the amount of \$87,665.00; and

WHEREAS, the City of Riviera Beach City Council approves the lowest responsive bid proposal by Sullivan Electric and Pump, Inc. The VFD units and the associated SCADA programming regulates the water pressure throughout the City.

WHEREAS, Sullivan Electric and Pump, Inc. met the City's requirement of 15% 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 bid award to Sullivan Electric and Pump, Inc. for the installation of the two (2) VFD units and the associated SCADA system programming for this project.

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 bid in the amount of \$87,665.00.

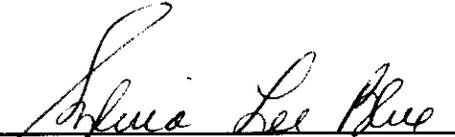
Section 2: This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND ADOPTED THIS 19th DAY OF JUNE, 2002

APPROVED:

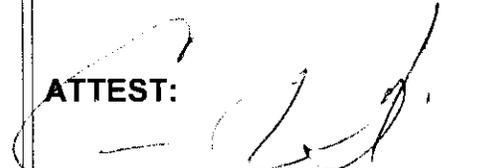

MICHAEL D. BROWN,
MAYOR

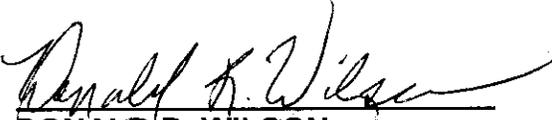

DAVID G. SCHNYER,
CHAIRPERSON


SYLVIA LEE BLUE,
CHAIR PRO-TEM

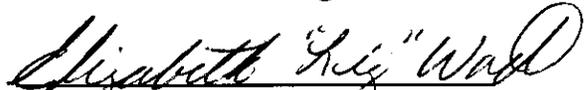
(MUNICIPAL SEAL)

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


DONALD R. WILSON


EDWARD RODGERS


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/11/02

RESOLUTION NO. 113-02

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA,
TRANSFERRING \$25,000 FROM GENERAL
FUND CONTINGENCY TO THE JULY
FOURTH CELEBRATION FUND (138).**

WHEREAS, the City Council at its May 15, 2002 meeting approved funding the July 4, celebration for this year, and

WHEREAS, staff has began planning and advertising for this event.

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, FLORIDA, as follows:

SECTION 1. That the City Council approve transferring \$25, 000 from General Fund Contingency to the July Fourth Celebration Fund (138).

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

PASSED AND APPROVED this 19th day of June, 2002.

RESOLUTION NO. 113-02
PAGE 2

APPROVED:

M. D. Brown
MICHAEL D. BROWN, MAYOR

David G. Schnyer
DAVID G. SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)

Sylvia Lee Blue
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson
DONALD R. WILSON

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

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
Edward Rodgers
EDWARD RODGERS
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

Paula H. Ry
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/10/02

BY: _____
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 114-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENTERING A FINAL ORDER APPROVING THE SITE PLAN APPLICATION OF SEVEN KINGS HOLDINGS, INC., FOR A MIXED USE PLANNED UNIT DEVELOPMENT A/K/A INLET HARBOR MARINA PUD; AUTHORIZING THE CHAIRPERSON OF THE CITY COUNCIL TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That the City Council hereby enters a Final Order approving the site plan application of Seven Kings Holdings, Inc., for a mixed use planned unit development a/k/a Inlet Harbor Marina PUD.

Section 2. That the Chairperson of the City Council is authorized to execute the Final Order on behalf of the City Council.

Section 3. That this resolution shall take effect upon approval by the City Council.

PASSED and APPROVED this 19th day of June 2002.

*Signatures on Page -2-

APPROVED:

[Signature]
MICHAEL D. BROWN
MAYOR

[Signature]
DAVID G. SCHNYER
CHAIRPERSON

ATTEST:

[Signature]
SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

[Municipal Seal]

[Signature]
DONALD R. WILSON
COUNCILPERSON

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

[Signature]
ELIZABETH "LIZ" WADE
COUNCILPERSON

[Signature]
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY:
SECONDED BY:

E. Wade
D. Wilson

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

aye
aye
aye
aye
aye

REVIEWED FOR LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney
City of Riviera Beach

Date: 6/12/02

**FINAL ORDER ON APPLICATION OF SEVEN KINGS HOLDINGS,
INCORPORATED FOR SITE PLAN APPROVAL FOR A MIXED USE
PLANNED UNIT DEVELOPMENT A/K/A INLET HARBOR MARINA PUD.**

This matter came before the City Council for the City of Riviera Beach on March 6, 2002, as an application for site plan approval filed by Seven Kings Holdings, Incorporated ("Applicant") for a mixed use Planned Unit Development known as the Inlet Harbor Marina PUD, located at the northeast corner of the intersection of Blue Heron Boulevard and Lakeshore Drive ("Property").

The Applicant requested site plan approval for a mixed use project containing a boat slip dry storage marina, in addition to a retail, hotel, residential and restaurant development. The Applicant sought certain modifications to the Master Plan approved by the City in 1999, including relocation of the boat storage facility approximately 100 feet farther from the residential properties located along the northern property line.

Having considered the recommendations of the Community Redevelopment Agency, the Planning and Zoning Board, and City staff, the plans submitted by the Applicant, and the testimony and evidence presented during the course of the proceeding before the City Council, the City Council makes the following findings of fact:

1. The Property is vacant and located within the City of Riviera Beach Community Redevelopment Area.
2. The Future Land Use designation for the Property is City of Riviera Beach Downtown Mixed Use.
3. The Zoning classification for the Property is City of Riviera Beach IHC-PUD (Inlet Harbor Center Planned Unity Development).

4. The proposed site plan is consistent with the City of Riviera Beach Comprehensive Plan, including the Downtown Mixed Use land use category.

5. The proposed use of the Property is a permitted use within the IHC-PUD zoning district.

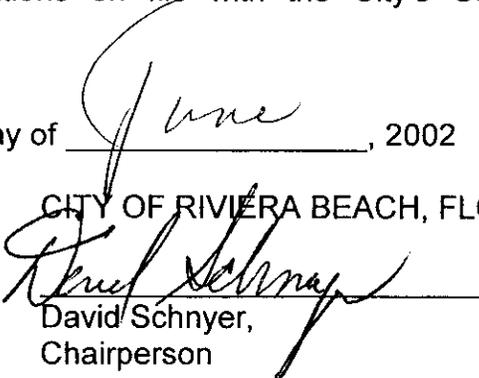
6. The ingress and egress of boats to the marina is controlled by the specific entry channels approved by the Department of Environmental Protection and the Army Corps of Engineers.

7. The proposed site plan reduces the impact of the boat storage facility on the adjacent residential properties along the northern property line and provides adequate buffering of the residential properties.

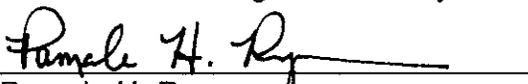
Based on the foregoing, the City Council for the City of Riviera Beach hereby APPROVES the site plan application filed by Seven Kings Holdings, Incorporated in accordance with the plans and specifications on file with the City's Community Development Department.

DONE AND ORDERED this 19 day of June, 2002

CITY OF RIVIERA BEACH, FLORIDA


David Schnyer,
Chairperson

Reviewed as to legal sufficiency


Pamala H. Ryan,
City Attorney

6/17/02
Date

RESOLUTION NO. 115-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REACTIVATING THE RIVIERA BEACH WATERFRONT ADVISORY BOARD FOR THE PURPOSE OF REVIEWING, MONITORING, AND ADVISING THE CITY COUNCIL ON ALL ISSUES RELATING TO THE CITY'S WATERWAYS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Riviera Beach Waterfront Advisory Board, hereinafter "Board," was created by Ordinance, Chapter 2, Article III, Section 2-101, in 1957; and

WHEREAS, the City Council of the City of Riviera Beach finds that there is a current need to protect and preserve the City's Waterways; and

WHEREAS, the City Council finds that there exists many issues with respect to such preservation including, but not limited to, abandoned and derelict vessels which pose a serious environmental, safety, and/or health threat to the public; and

WHEREAS, the Board has not been active for many years; and

WHEREAS, the City Council believes that it would be in the best interest of the public to reactivate the Board to review, monitor, and advise the City Council of all such waterway issues.

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

Section 1. That the above recitations are true and incorporated herein.

Section 2. That the Board is hereby reactivated to review, monitor, and advise the City Council of all waterway issues relating to the City's Waterways.

Section 3. That each City Council Member shall nominate and appoint a board member and the collective City Council shall appoint two board members for a total of seven members.

Section 4. That procedures for function, organization, and conduct of meetings of the Board shall be as set forth in the Ordinance

and as further promulgated by the Board.

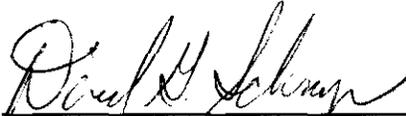
Section 5. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 19th day of June 2002.

APPROVED:

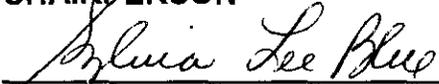


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

ATTEST:



SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

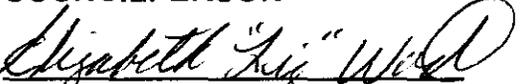
[Municipal Seal]



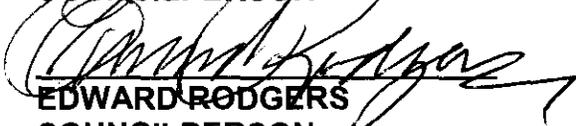
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD, CMC/AE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



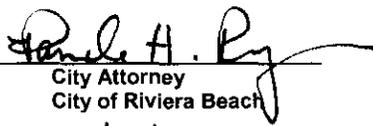
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY:
SECONDED BY:

E. Wade
S. Blue

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

REVIEWED FOR LEGAL SUFFICIENCY

By: 

City Attorney
City of Riviera Beach

Date: 6/10/02