

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINANCE DIRECTOR'S RECOMMENDATION TO APPOINT SERVICE PROVIDERS TO PERFORM NECESSARY SUPPORT SERVICES IN CONJUNCTION WITH THE WATERFRONT IMPROVEMENT REFUNDING REVENUE BONDS.**

**WHEREAS, in its July 17, 2002 meeting, City Council authorized the refunding of Waterfront Improvement Refunding Revenue Bonds, Series 1992; and**

**WHEREAS, to ensure timely completion of the refunding bond issue, it is required that the City engage service providers for verification agent, financial printing, and paying agent services; and**

**WHEREAS, the City of Riviera Beach's financial advisors, Public Financial Management, solicited proposals on behalf of the City to provide these support services and submitted a summary of same; and**

**WHEREAS, the Finance Director has analyzed the summary submitted by Public Financial Management and, based on cost and experience, recommends the following service providers:**

**Verification Agent – Causey Demgen & Moore**

**Financial Printing - Financial Printing Resource, Inc.**

**Paying Agent/Registrar/Escrow Agent – Wells Fargo Bank**

**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 Finance Director's recommendation to appoint the following service providers in conjunction with the refunding of the Waterfront Improvement Refunding Revenue Bonds, Series 1992:**

**Verification Agent – Causey Demgen & Moore**

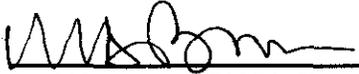
**Financial Printing - Financial Printing Resource, Inc.**

**Paying Agent/Registrar/Escrow Agent – Wells Fargo Bank**

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

**PASSED AND ADOPTED this 21st day of August, 2002.**

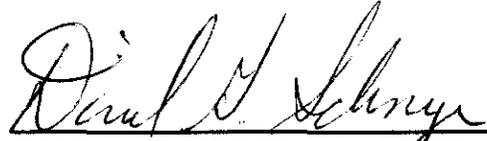
APPROVED:

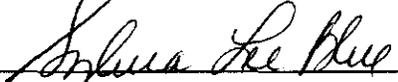
  
MICHAEL BROWN, MAYOR

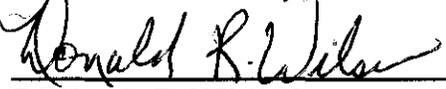
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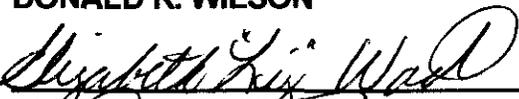
ATTEST:

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
DAVID G. SCHNYER, CHAIRPERSON

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

  
ELIZABETH "LIZ" WADE

  
EDWARD RODGERS  
COUNCILMEMBERS

MOTIONED BY: EE. WADE

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. BLUE

D. SCHNYER aye

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

S. BLUE aye

D. WILSON out

DATE: 8/19/02

E. WADE aye

E. RODGERS aye

RESOLUTION NO. 142-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM IN AMOUNT OF \$136,656.00; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CASH MATCH (\$15,184.00) FROM THE GENERAL FUND - GRANTS CASH MATCH ACCOUNT (154-00-381001) TO THE LOCAL LAW ENFORCEMENT GRANT FUND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Bureau of Justice has established a Local Law Enforcement Block Grant (LLEBG) Program; and

**WHEREAS**, the City of Riviera Beach has been awarded funds in the amount of \$136,656.00 and requires matching funds of \$15,184.00, totaling \$151,840.00; and

**WHEREAS**, these funds will be used to hire a Crime Analyst, and to purchase equipment. The Crime Analyst's employment will be based on future grants of this type; and

**WHEREAS**, the LLEBG-2002 program requires that at least one public hearing be held to discuss the proposed use of the funds.

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

**SECTION 1.** The Mayor and City Clerk are authorized to accept the Grant Funds on behalf of the City: and

**SECTION 2.** The Finance Director is authorized to set up a budget as follows to expend the funds;

**REVENUE**

154-00-381001	TRANSFER FROM GENERAL FUND	\$ 15,184.00
154-00-331213	LLEBG (2002)	<u>136,656.00</u>
		\$151,840.00

**EXPENDITURES:**

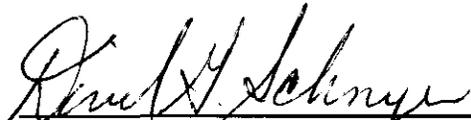
154-0817-521-0-1201	Regular Salaries & Wages	\$ 43,307.19
154-0817-521-0-6405	Machinery & Equipment	<u>108,532.81</u>
		\$151,840.00

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

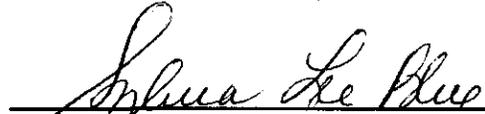
PASSED AND APPROVED this 22nd day of August, 2002.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

ATTEST:

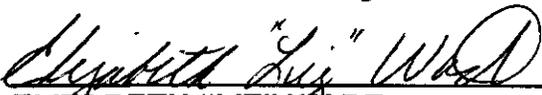
  
SYLVIA L. BLUE, CHAIR PRO-TEM

[MUNICIPAL SEAL]

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
EDWARD RODGERS

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

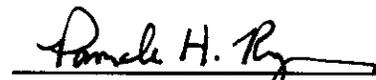
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
Pamela H. Ryan  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 8/12/02

RESOLUTION NO. 143-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT LTS 1-4, BLK 8 INLET CITY, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,750.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the vacant lots located on W. 10<sup>th</sup> Street, Lts 1-4, Block 8 Inlet City was found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions; and

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

**WHEREAS**, the vacant lots are owned by Vernique Young; and

**WHEREAS**, City staff recommends an offer of settlement with Vernique Young in the amount of \$2,750.00; and

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

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

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

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

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

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

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

**PASSED and APPROVED** this 21st day of August, 2002.

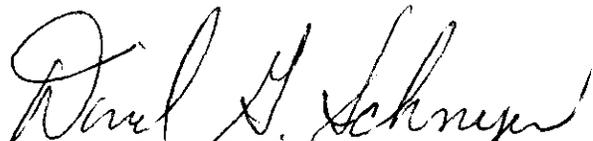
APPROVED:

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

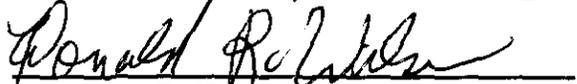
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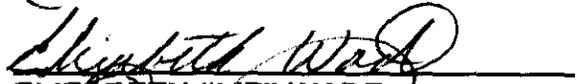
ATTEST:

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

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

  
\_\_\_\_\_  
SYLVIA LEE BLUE, CHAIRPRO-TEM

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

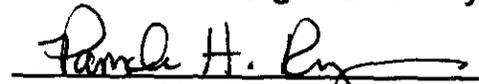
  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE

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

Motioned By: D. Wilson  
Seconded By: E. Rodgers

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: 8/14/02

RESOLUTION NO. 144-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1200 W. 34<sup>th</sup> STREET, LOTS 49-50, BLK 3, PLEASANT HEIGHTS, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$5,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, property located at 1200 W. 34<sup>th</sup> Street, Lots 49-50, Blk 3, Pleasant Heights, was found to be in violation of the City's Code of Ordinances on January 14, 1999, pursuant to Case No. CEB 99-004, dated February 24, 1999; and

**WHEREAS**, Case No. CEB 99-004, was complied by the Code Enforcement Division on November 7, 2000; and

**WHEREAS**, City staff recommends an offer of settlement with Tommy & Virginia Poindexter in the amount of \$5,000.00; and

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

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

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

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

**Section 2.** The City Council hereby accepts the sum of \$5,000.00 as consideration for the release of liens hereby granted on the subject property.

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

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

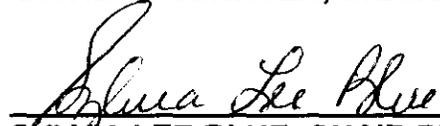
**PASSED and APPROVED** this 21st day of August, 2002.

**APPROVED:**

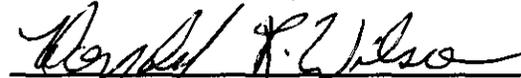
  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

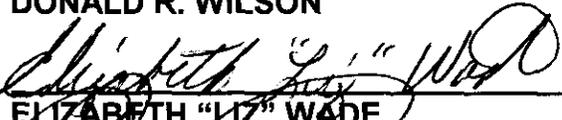
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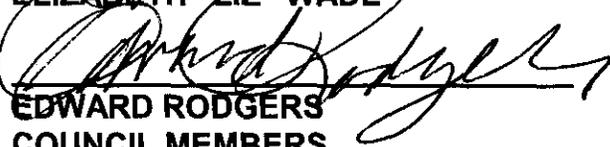
  
SYLVIA LEE BLUE, CHAIR PRO-TEM

**ATTEST:**

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

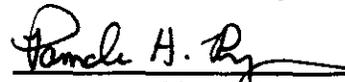
  
ELIZABETH "LIZ" WADE

  
EDWARD RODGERS  
COUNCIL MEMBERS

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

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

Reviewed as to Legal Sufficiency

  
City Attorney  
City of Riviera Beach

Date: 8/14/02

**RESOLUTION NO. 146-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM PALM BEACH COUNTY FOR IMPROVEMENTS TO PHIL FOSTER PARK LOCATED ON THE LAKE WORTH LAGOON INTRACOASTAL WATERWAY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

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

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

**WHEREAS**, The Planning & Zoning Board met on May 9, 2002 to review the application and made a recommendation to the City Council of Riviera Beach for the Site Plan application from Palm Beach County for improvements to Phil Foster Park.

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

**SECTION 1.** The Site Plan Application from Palm Beach County for improvements to Phil Foster Park is approved with the following conditions:

- (1) The County shall provide ADA Ramps for the physically impaired.
- (2) The County shall actively enforce the removal of liveboards in the Lake Worth Lagoon located east of the park.
- (3) The County shall coordinate first response activities with the City including illegal activities in the park.
- (4) The County shall implement the "Security, Law Enforcement and Operational Action Items" which is attached hereto:
  - (a) The County shall post adequate signage at park announcing closing at night (times to be determined) except for pier fishing and boat launching. PBSO to lock chain gates at that time and have all others leave the park.
  - (b) The County shall look at the possibility of adding additional street lights in the boat trailer parking area and pathway to fishing pier.

- (c) The County shall continue the efforts of the Homeless Outreach Team at the park to offer assistance to persons in need.
- (d) The County shall strictly enforce the "no alcohol" rule at the beach area of the park. Evaluate the east side picnic area to determine if a ban on alcohol would be appropriate. Countywide, alcohol is only permitted in designated/ permitted areas of parks and implementation of this policy would bring the policy at Phil Foster into closer compliance with the countywide policy.
- (e) The County shall have adequate Staff assigned to the park during periods of peak use such as weekends and for the Memorial Day, Independence Day, and Labor Day Holidays.
- (f) The County shall construct a security/gate house designated for security personnel should personnel be necessary during all or a part of the operations.
- (g) The County shall relocate all water taxis, dive boats and other commercial operators to the northeast side and away from boat launching.
- (h) The County shall add cleaning stations on bridge/pier.
- (i) The County shall facilitate discussions regarding the location and identification of funding sources for the Sheriff's Marine Unit and/or Parks Enforcement Unit within the park.
- (j) The County shall incorporate office space for a harbor master or park ranger. This could include space for a mooring field office, if a mooring field is created.
- (k) The County shall incorporate a commercial "water sports" concession area on the northeast corner (separate from the boat launching area) in the master plan.

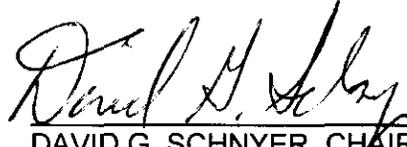
**SECTION 2.** This resolution shall take effect immediately upon its passage.

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PAGE -3-

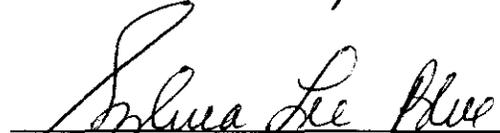
PASSED AND APPROVED this 21st day of August, 2002

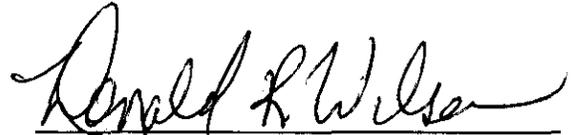
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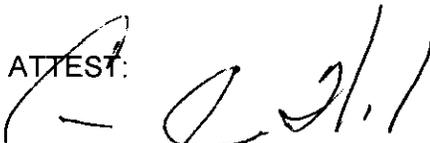
  
MAYOR MICHAEL D. BROWN

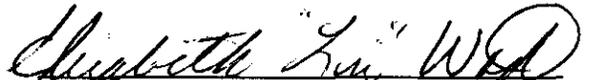
  
DAVID G. SCHNYER, CHAIRPERSON

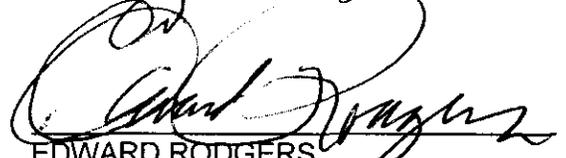
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SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:  
  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
ELIZABETH "LIZ" WADE

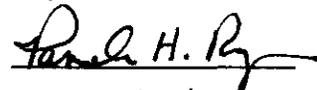
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: aye  
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICENCY  
City Attorney  
City of Riviera Beach



Date: 8/12/02

RESOLUTION NO. 147-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM J.A.Y. OUTREACH MINISTRIES INCORPORATED FOR PROPERTY LOCATED AT 2831 AVENUE "S" IN AN RM-15 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

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

**WHEREAS**, The Planning & Zoning Board met on July 11, 2002 to review the application and made a recommendation to the City Council of Riviera Beach for the Site Plan application from J.A.Y. Outreach Ministries Incorporated.

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

**SECTION 1.** The Site Plan Application from J.A.Y. Outreach Ministries Incorporated is approved with the following conditions based on an agreement established between the City and J.A.Y Outreach Ministries which provides among other things that:

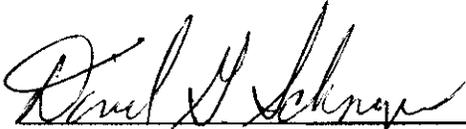
- (1) The proposed Neighborhood Resource Center shall be utilized by the City as an emergency shelter and hurricane evacuation facility.
- (2) J.A.Y. Ministries must provide a minimum of (5) five beds for referral of clients by City's Civil Drug Court.
- (3) A Community Police Office shall be available when necessary by the City.
- (4) The City will be able to utilize the conference room for special meetings for community and City functions.
- (5) J.A.Y Outreach Ministries must begin construction of the neighborhood resource center on or before May 15, 2004, and complete construction by May 15, 2006, or the property shall revert to the City, whereas J.A.Y Ministries will have no right, title or interest therein. J.A.Y Ministries shall not permit any transfer of title to the Property, directly or indirectly, voluntarily or involuntarily, to any third party before providing prior written approval of the City.

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PAGE -2-

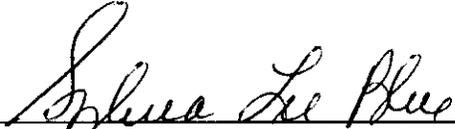
PASSED AND APPROVED this 21st day of August, 2002

APPROVED:

  
MAYOR MICHAEL D. BROWN

  
DAVID G. SCHNYER, CHAIRPERSON

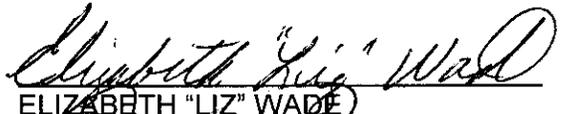
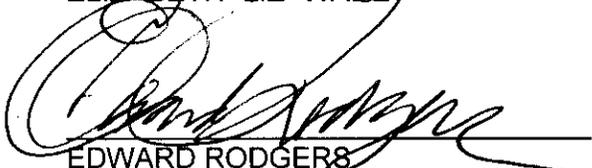
(MUNICIPAL SEAL)

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

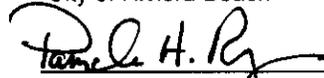
SECONDED BY: E. Wade

D. SCHNYER: aye  
S. BLUE: aye  
D. WILSON: aye  
E. WADE: out  
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICENCY

City Attorney

City of Riviera Beach



Date: 8/12/02

RESOLUTION NO. 148-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY BURKHARDT CONSTRUCTION, INC. FOR INSTALLATION OF LANDSCAPING AND IRRIGATION ON BLUE HERON BOULEVARD FROM GARDEN ROAD TO AVENUE S AT A COST OF \$474,096.66, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT DOCUMENTS AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 109-0716-5150-6301.

**WHEREAS**, the City of Riviera Beach desires to beautify Blue Heron Boulevard from Garden Road to Avenue S under Blue Heron Beautification, Phase III project; and

**WHEREAS**, the Blue Heron Beautification Phase III project was advertised for bids in March 2002 but no bids were received; and

**WHEREAS**, the contractor, Burkhardt Construction, Inc. is willing to perform this work for the unit prices under the contract with the City of Fort Pierce, Florida.

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

**SECTION 1.** The proposal submitted by Burkhardt Construction, Inc. is hereby accepted for \$474,096.66.

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

**SECTION 3.** The Finance Director is authorized to make payment of \$474,096.66 from account number 109-0716-5150-6301.

**SECTION 4.** The Finance Director is further authorized to make the following fund transfers:

Account No. 305-0717-5150-8301(bus shelters)                      \$75,000

Account No. 305-0717-5150-8301 (cash match)	\$150,000
Paving and Drainage Contingency Account No. 301-0716-5190-5999	\$175,000

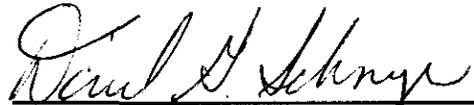
**SECTION 4.** This resolution shall take effect upon its approval by the City Council.

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**PASSED AND APPROVED** this 21st day of August, 2002

**APPROVED:**

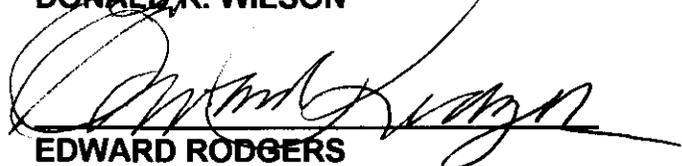
  
MICHAEL D. BROWN, MAYOR

  
DAVID SCHNYER, CHAIRPERSON

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

{MUNICIPAL SEAL}

  
DONALD R. WILSON

  
EDWARD RODGERS

**ATTEST:**

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

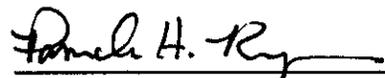
  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By S. Blue

Seconded By D. Wilson

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

Reviewed as to Legal Sufficiency

  
Pamela H. Ryan  
City Attorney  
City of Riviera Beach

Date: 8/13/02

RESOLUTION NO. 149-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FOR PROFESSIONAL SERVICES SUBMITTED BY CARROLL CONSULTING SERVICES TO FACILITATE THE POLICE DEPARTMENT'S FIVE-YEAR STRATEGIC PLAN CONSISTENT WITH THE \$19,000 GRANT AWARDED BY THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE (BJA) TO PALM BEACH COUNTY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO CARROLL CONSULTING SERVICES FROM ACCOUNT NO. 149-0817-512-0-3106.

**Whereas**, the County has received funds from the Department of Justice, Office of the Justice Program, Bureau of Justice Assistance (BJA) under the Local Law Enforcement Block Grant (LLEBG) to reduce crime and improve public safety; and

**Whereas**, the City of Riviera Beach applied to the County for assistance to obtain support services to develop a strategic plan for the police department, to bring together law enforcement personnel and community representatives to create a community-based partnership to focus on issues of mutual concern that will improve the control, detection, and investigation of crime as provided for in the LLEBG Guideline Purpose Area 6; and

**Whereas**, the City of Riviera Beach has been awarded grant funds in the amount of \$19,000 consistent with LLEBG guidelines; and

**Whereas**, the City of Riviera Beach accepted proposals from qualified individuals, firms, and teams to provide facilitation services for its Police Department in developing the organization's vision and direction for a period of five years; and

**Whereas, Carroll Consulting Services** will provide facilitation services and will be required to develop the Vision statements for the Police Department, strategic direction of law enforcement services for the City and its residents, guiding principles and values for the department; mission statements, collaboration with city leaders/residents; key action initiatives to be implemented throughout the Police Department and the City; and

**Whereas, Carroll Consulting Services** will work with a community advisory committee to develop a community-based problem solving strategic plan; and

**Whereas, Carroll Consulting Services** will prepare a final report related to the process and the development of the identified five-year strategic plan including evaluation of the methodology.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

**Section 1:** That the Police Department is authorized to award **Carroll Consulting Services** the professional service contract for the development of the Police Department's Five-Year Strategic Plan and said service shall not exceed \$19,000.

**Section 2:** That the Mayor and City Clerk are authorized to execute the Professional Service Agreement on behalf of the City of Riviera Beach.

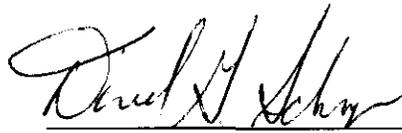
**Section 3:** That the Finance Director is authorized to make disbursement from Account Number 149-0817-512-0-3106 for the purposes consistent with the execution of said professional services agreement.

**Section 4:** This resolution shall take effect upon its passage and approval by the City Council.

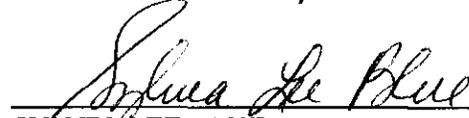
**PASSED and APPROVED** this 21st day of August, 2002.

**APPROVED:**

  
**MICHAEL D. BROWN, MAYOR**

  
**DAVID G. SCHNYER, CHAIRPERSON**

[MUNICIPAL SEAL]

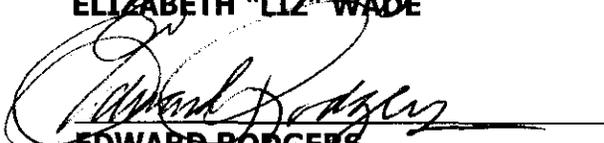
  
**SYLVIA LEE BLUE,  
CHAIRPERSON PRO-TEM**

**ATTEST:**

  
**DONALD R. WILSON**

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

  
**ELIZABETH "LIZ" WADE**

  
**EDWARD RODGERS**

**MOTIONED BY:** E. Wade

**SECONDED BY:** D. Wilson

**D. SCHNYER** aye

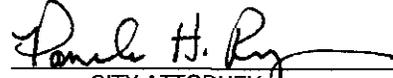
**S. BLUE** aye

**D. WILSON** aye

**E. WADE** aye

**E. RODGERS** aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
**PAMELA H. RY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH**

DATE: 8/14/02

RESOLUTION NO. 150-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT IN THE AMOUNT OF \$714.42 TO CALVIN, GIORDANO & ASSOC., TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE MILITARY TRAIL UTILITIES RELOCATION; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 403-1438-5350-6508.

**WHEREAS,** Via Resolution No. 240-01, the consulting engineering firm of Calvin, Giordano & Assoc., Inc., was authorized to provide professional engineering design services for the Military Trail Relocation Project. The design work has reached its final phase; and

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

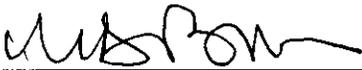
**Section 1:** That the City Council hereby authorizes the final payment to Calvin, Giordano & Assoc., Inc. for engineering design services rendered in the amount of \$714.42.

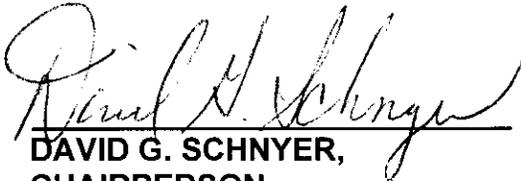
**Section 2:** That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 403-1438-5350-6508.

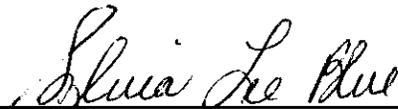
**Section 3:** That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND ADOPTED this 4th day of SEPTEMBER, 2002.

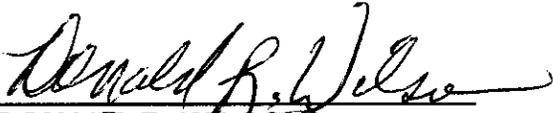
APPROVED:

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

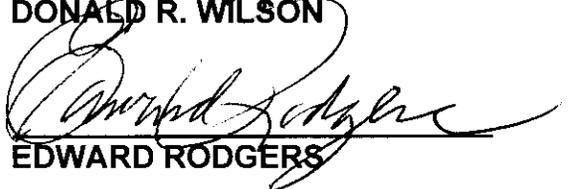
  
\_\_\_\_\_  
DAVID G. SCHNYER,  
CHAIRPERSON

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

(MUNICIPAL SEAL)

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

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

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

  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

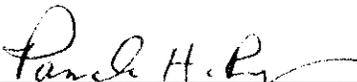
SECONDED BY: E. Wade

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

S. BLUE aye

D. WILSON aye

  
\_\_\_\_\_  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

E. RODGERS aye

E. WADE aye

DATE: 8/26/02

RESOLUTION NO. 151-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO THE LAW FIRM OF BEVERIDGE AND DIAMOND, P.C. IN THE AMOUNT OF \$73,659.65 FOR RENDERING PROFESSIONAL LEGAL SERVICES IN THE MATTER OF THE SOLITRON SITE; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-3406.

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

**WHEREAS**, Beveridge and Diamond, P.C., performed professional legal services on behalf of the City as it relates to contamination issues at the Solitron site and has submitted three (3) invoices dated May 23<sup>rd</sup>, July 25<sup>th</sup> and July 27, 2002 for those services in the amount of \$73,659.65.

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

**Section 1:** That the City Council hereby accepts and approves said payment to the Law Firm of Beveridge and Diamond, P.C., in the amount of \$73,659.65 for professional legal services.

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

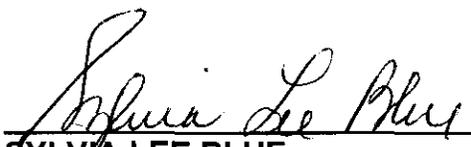
**Section 3:** This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 4th day of SEPTEMBER, 2002.

APPROVED:

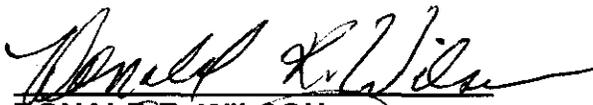
  
MICHAEL D. BROWN,  
MAYOR

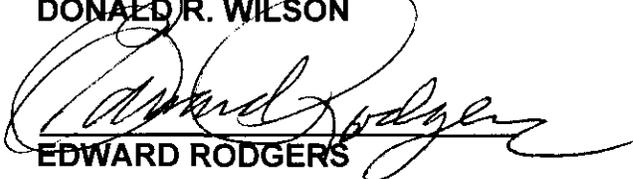
  
DAVID G. SCHNYER,  
CHAIRPERSON

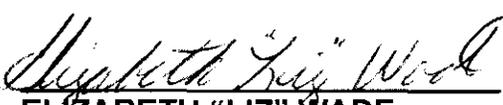
  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

TEST:   
RIE E. WARD, CMC/AAE  
CITY CLERK

  
DONALD R. WILSON

  
EDWARD RODGERS

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: EE. Wade

D. SCHNYER aye

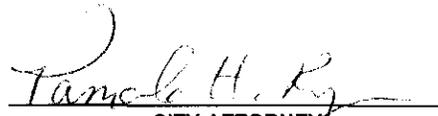
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 8/26/02

**RESOLUTION NO. 152-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY MUNICIPAL LIGHTING SYSTEMS, INC. FOR PURCHASING 13 DECORATIVE STREET LIGHT POLES, FIXTURES AND BRACKETS IN THE AMOUNT OF \$30,680, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSAL AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 147-0716-5410-5303.**

**WHEREAS**, the City of Riviera Beach desires to beautify West 25<sup>th</sup> Street from Avenue H East to Avenue F; and

**WHEREAS**, installation of decorative street light poles and fixtures is a part of this beautification project; and

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

**WHEREAS**, Municipal Lighting Systems, Inc. proposes to provide 13 decorative street light poles, fixtures and brackets in the amount of \$30,680.

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

**SECTION 1.** The proposal submitted by Municipal Lighting Systems, Inc. is hereby accepted for \$30,680.00.

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

**SECTION 3.** The Finance Director is authorized to make payment of \$30,680.00 from account number 147-0716-5410-5303.

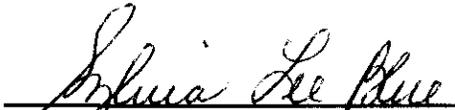
**SECTION 4.** This resolution shall become effective upon its passage.

**PASSED AND APPROVED** this 4th day of September, 2002

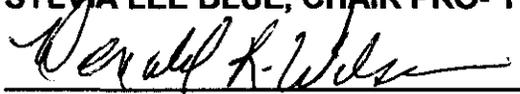
**APPROVED:**

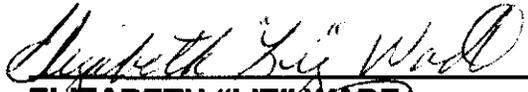
  
\_\_\_\_\_  
**MICHAEL D. BROWN, MAYOR**

  
\_\_\_\_\_  
**DAVID SCHNYER, CHAIRPERSON**

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

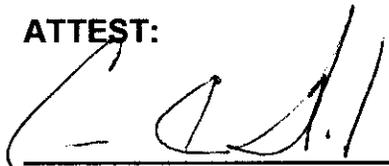
{MUNICIPAL SEAL}

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

  
\_\_\_\_\_  
**ELIZABETH "LIZ" WADE**  
**COUNCIL MEMBERS**

  
\_\_\_\_\_  
**EDWARD RODGERS**

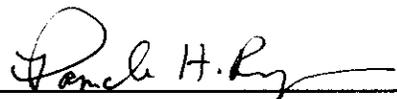
**ATTEST:**

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

**Motioned By** D. Wilson  
**Seconded By** E. Wade

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

**Reviewed as to Legal Sufficiency**

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

Date: 8/26/02

**RESOLUTION NO. 153-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$212,000 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.**

**WHEREAS**, on January 2, 2002, per resolution number 4-02, the City Council approved submitting an application to Palm Beach County for receiving funds under the Community Development Block Grant program; and

**WHEREAS**, the said application has been recommended by County staff for approval by the County Commission in the amount of \$212,000; and

**WHEREAS**, The City and Palm Beach County desire to enter into an agreement to implement the Northwest Neighborhood Strategy Area Phase IV Project.

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

**SECTION 1.** The agreement between the City of Riviera Beach and Palm Beach County for receiving Community Development Block Grant Fund is approved.

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

**SECTION 3.** This funding be used to reconstruct West 26<sup>th</sup> Street from Old Dixie Highway to Avenue M.

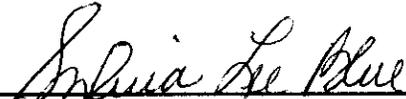
**SECTION 3.** This resolution shall become effective upon its passage and approval by the City Council.

**PASSED AND APPROVED** this 4th day of September, 2002

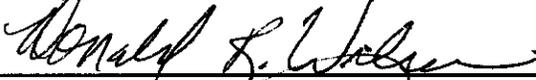
**APPROVED:**

  
MICHAEL D. BROWN, MAYOR

  
DAVID SCHNYER, CHAIRPERSON

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

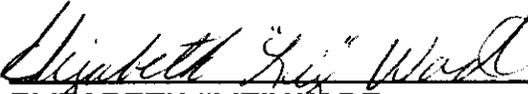
{MUNICIPAL SEAL}

  
DONALD R. WILSON

  
EDWARD RODGERS

**ATTEST:**

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

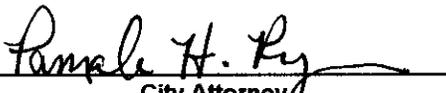
  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By D. Wilson

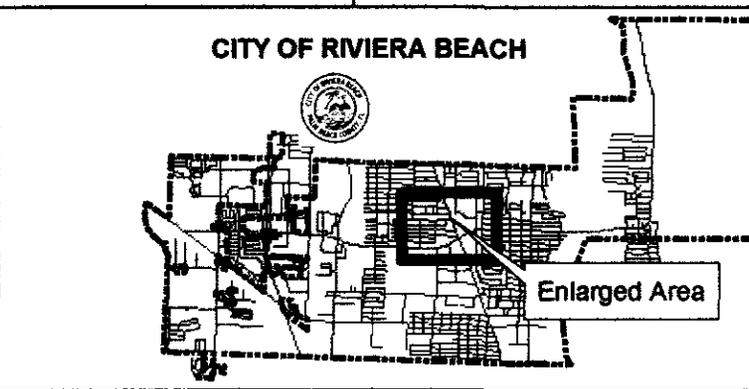
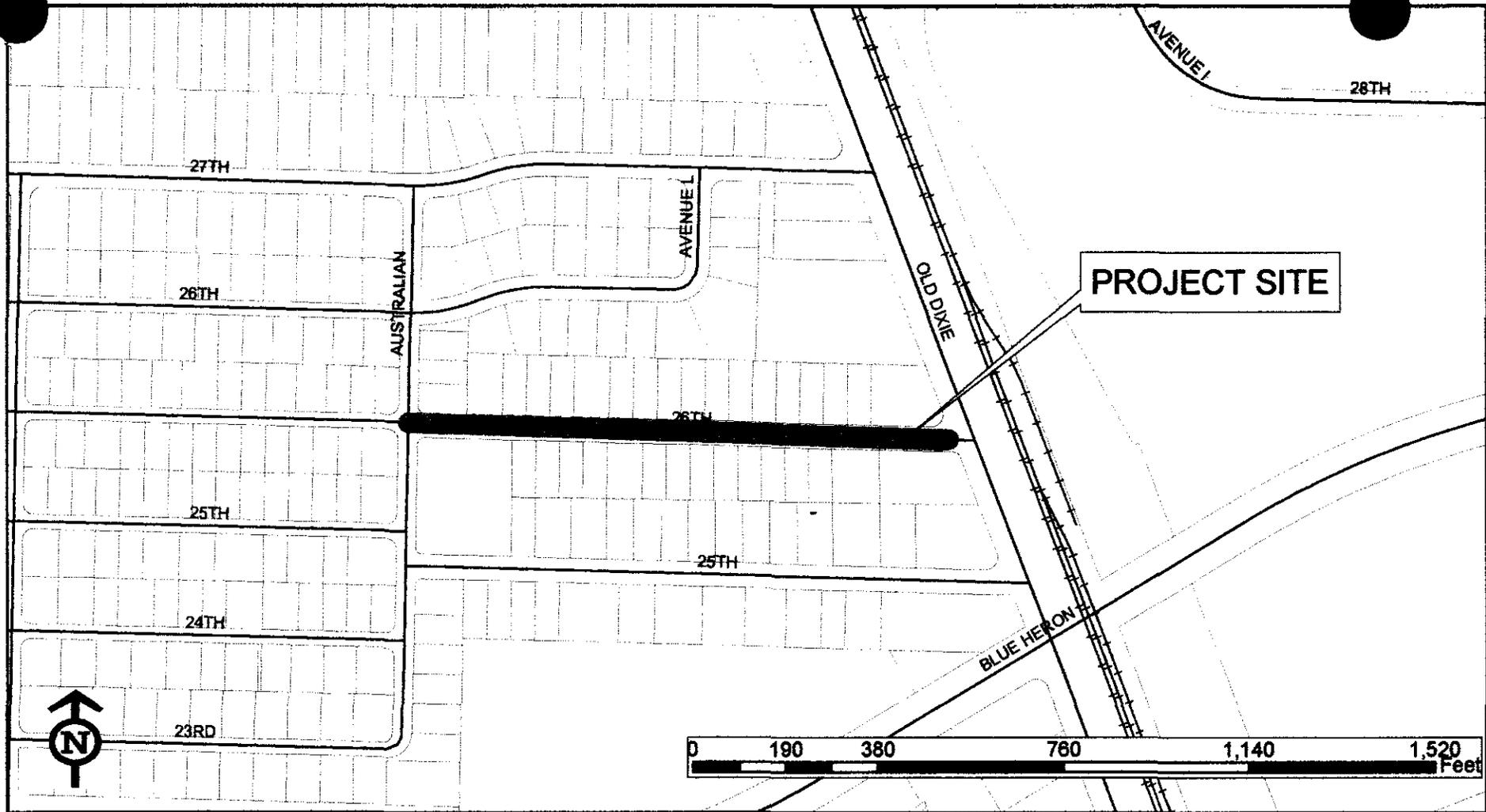
Seconded By E. Wade

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

Reviewed as to Legal Sufficiency

  
Pamela H. Ry  
City Attorney  
City of Riviera Beach

Date: 8/23/02



**LOCATION MAP**  
26th Street Project

**Legend**

- Parcel Boundary
- Street Center Line
- - - - Municipal Boundary
- █ 26th\_Street

Map Created on August 21, 2002  
by the City of Riviera Beach Community Development Dept.

D:\projects\engineering\26th street\location map\_26th Street.mxd

RESOLUTION NO. 154-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE-PURCHASE OF ONE (1) NEW 2002 WIGGINS MARINA FORKLIFT MODEL NO.: W220M2 FOR THE CITY'S MUNICIPAL MARINA FROM WIGGINS LIFT CO., INC., AT A COST OF \$170,776.00 LESS THE TRADE IN VALUE OF THE 1989 CLARK FORKLIFT; AUTHORIZING STAFF TO START THE LEASE-PURCHASE APPLICATION PROCESS; UPON LENDER APPROVAL OF FINANCING, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LEASE-PURCHASE AGREEMENT AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENTS PURSUANT TO THE TERMS OF THE LEASE-PURCHASE AGREEMENT FROM ACCOUNT NUMBER 422-0000-5430-6405; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Municipal Marina currently owns a 1989 Clark Forklift which is consistently in need of expensive repairs or inoperable; and

**WHEREAS**, the Municipal Marina wishes to lease-purchase one (1) new 2002 Wiggins Forklift Truck from Wiggins Lift Co., Inc., for a total cost of \$170,776.00 less the trade in value of the 1989 Clark Forklift; and

**WHEREAS**, the Marina will own said Forklift Truck at the end of the lease.

**WHEREAS**, the Florida League of City's, in conjunction with selected lenders, sponsors a financial lending program which offers municipalities lower interest rates than the average rate available; and

**WHEREAS**, the City must submit an application through the Florida League of City's; and

**WHEREAS**, the lender upon loan approval will provide the lease-purchase agreement and any other requisite documents.

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

**SECTION 1.** The City Council approves the lease purchase of one (1) new 2002 Wiggins Forklift Truck for use at the Municipal Marina.

**SECTION 2.** The City Council authorizes the staff to begin the application process with the Florida League of Cities.

**SECTION 3.** The City Council authorizes the Mayor and City Clerk to sign the finalized Lease-Purchase Agreement and any other necessary documentation.

**SECTION 4.** The City Council authorizes the Mayor and Finance Director to make payment from Account Number 422 -0000-5430-6405 pursuant to the terms of the Lease-Purchase Agreement.

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

**REVIEWED AS TO LEGAL SUFFICIENCY**

\_\_\_\_\_  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: \_\_\_\_\_

**PASSED AND APPROVED** this 4th day of September 2002.

APPROVED:

*Michael D. Brown*

MICHAEL D. BROWN,  
MAYOR

*David G. Schnyer*

DAVID G. SCHNYER  
CHAIRPERSON

(MUNICIPAL SEAL)

*Sylvia Lee Blue*

SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:

*Donald R. Wilson*

DONALD R. WILSON

*C. Rie E. Ward*

C. RIE E. WARD, CMC/AE  
CITY CLERK

*Elizabeth Wade*

ELIZABETH WADE

*Edward Rodgers*

EDWARD RODGERS  
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D.SCHNYER aye

S.BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

**RESOLUTION NO. 155-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM SINGER ISLAND OCEAN FRONT HOTELS LLC, FOR A 6.7 ACRE PARCEL LOCATED AT 3800 NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

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

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

**WHEREAS**, The Planning & Zoning Board met on August 22, 2002 to review the application and made a recommendation to the City Council of Riviera Beach for the Site Plan application from Ocean Front Hotels LLC.

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

**SECTION 1.** The Site Plan, Exhibit "A" from Ocean Front Hotels LLC., for a 390 unit Resort Hotel is approved with the following conditions:

- A. Construction must be initiated within 18 months of the effective date of this resolution in accordance with the City Code of Ordinances.
- B. The development shall provide and maintain into perpetuity landscaping and irrigation on the 8.5 foot beach access path owned by Yacht Harbor Manor and Palm Beach Isles, adjacent to the parcel's south property line, as shown in the proposed site plan.
- C. The developer shall participate in the Minority Employment and Affordable Housing Opportunities Plan by contributing \$120,000 to the City of Riviera Beach Housing Trust Fund and by providing the following employment opportunities:
  - (1) The developer shall employ on the job site at least 20 percent of its part-time and full-time general labor on the job site from minority groups.
  - (2) The developer enters into contracts for work or supplies to a job site with at least ten sub-trades or suppliers who are minority employers.

RESOLUTION NO. 156-02

PAGE -2-

- (3) Hire five minority professionals throughout the design and construction of the project.
  
- D. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.

**SECTION 2.** This resolution shall take effect upon City Council approval of the second reading of the rezoning of the parcel to the Resort Hotel zoning district.

RESOLUTION NO. 158-02  
PAGE -3-

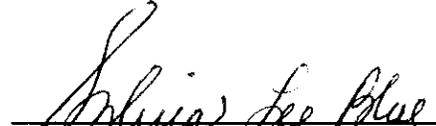
PASSED AND APPROVED this 4th day of September, 2002

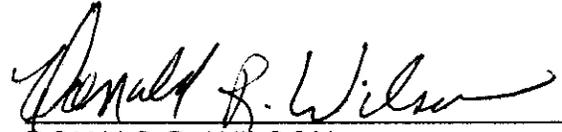
APPROVED:

  
MAYOR MICHAEL D. BROWN

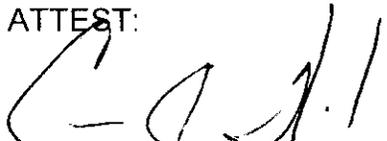
  
DAVID G. SCHNYER, CHAIRPERSON

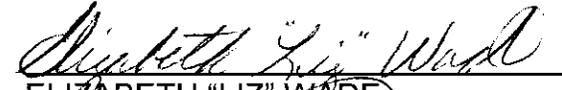
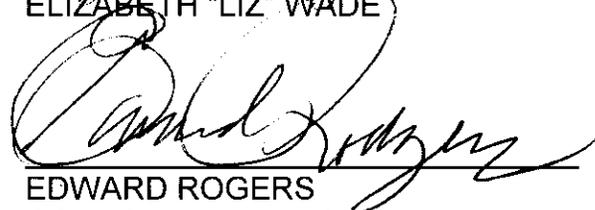
(MUNICIPAL SEAL)

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

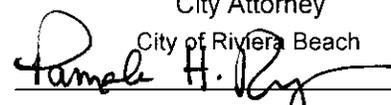
  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCIL MEMBERS

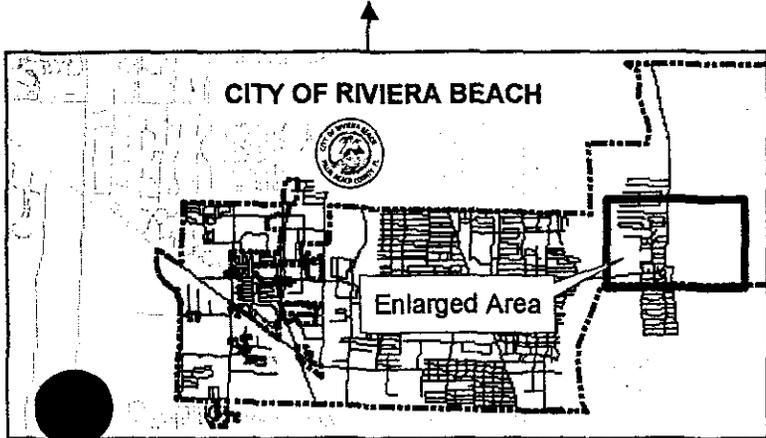
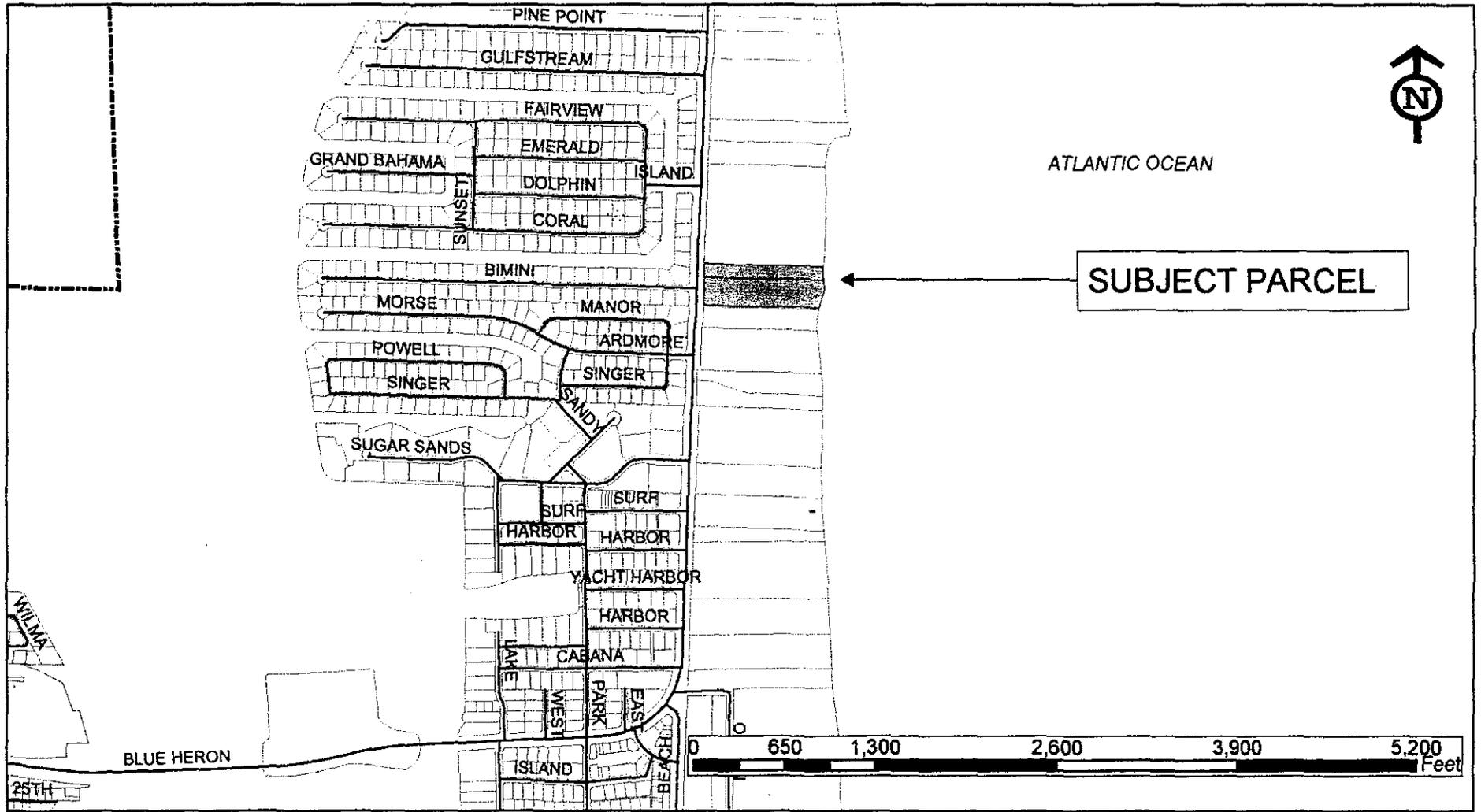
MOTIONED BY: E. Wade

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: 8/27/02



**LOCATION MAP**  
**ISLAND SPA**  
**3800 NORTH OCEAN DRIVE**

Map Created on August 14, 2002  
 by the City of Riviera Beach Community Development

D:\projects\planning & zoning\ISLAND SPA\location map\_ISLAND SPA

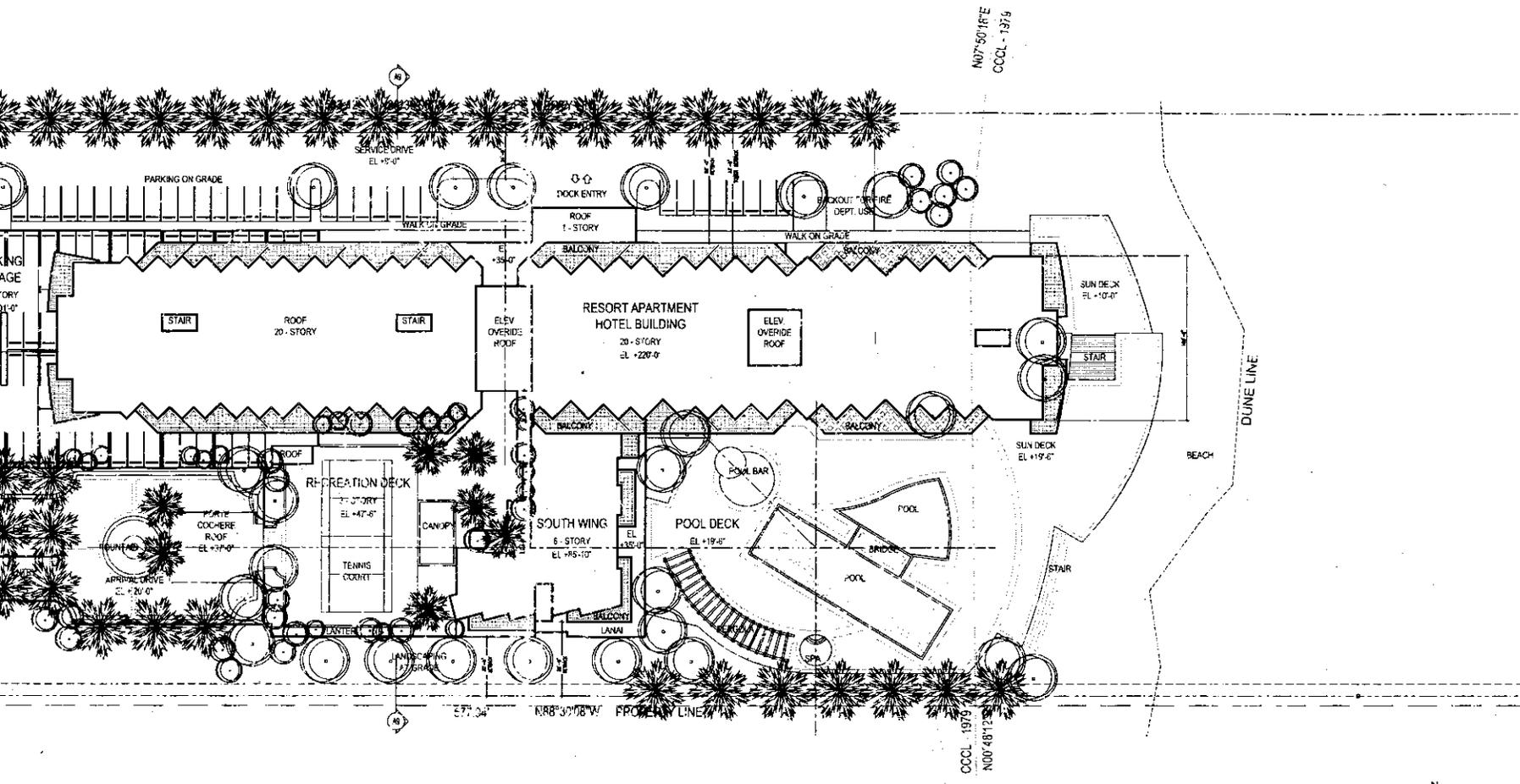
Legend	
	Parcel Boundary
	Island_Spa
	Street Center Line
	Municipal Boundary

**GENERAL NOTES:**

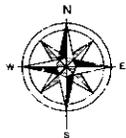
1. ALL NOTES ARE TYPICAL UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS REFER TO N.G.V.D

Revisions		
NO	Date	Description
1	8-15-07	FINAL REVISION

0220



**SITE PLAN**  
SCALE: 1" = 30' 0"



Lot size: 5.452 acres- 237,500 sf  
 Density: 390 units  
 Max. Building Height: 20 stories, 200' Mechanical, Architectural elements 220'  
 Setbacks:  
 a. Front: Required/ Provided- 100' to tower- hi-rise min.

PROJECT SUMMARY				
RESORT APARTMENT HOTEL				
FLOOR	CONSTRUCTION AREA	COUNT	BALCONY	
	RESORT APT. HOTEL	RESORT UNITS	AREAS	
ROOF MECH:				
20TH	75,500	22	8,590	

PARKING SUMMARY				
FLOOR	CONSTRUCTION AREA	NUMBER OF SPACES		

SITE AREA = 237,400 SF  
 BUILDING COVERAGE = 82,200 SF  
 OPEN SPACE = 65.38 %

**Tri Island Spa**  
 3630 OCEAN DRIVE SINGER ISLAND, FLORIDA  
**SITE PLAN**  
 PROJECT INFORMATION

*Handwritten signature and date:*  
 AUG 2 2007

RESOLUTION NO. 156-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY C.R.DUNN, INC. FOR PROVIDING LABOR FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 25<sup>TH</sup> STREET BETWEEN AVENUE H EAST AND AVENUE F AT A COST OF \$34,297.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 147-0716-5410-5303.

**WHEREAS**, On May 21, 2002, the City Council approved an agreement with Palm Beach County for receiving funds for the improvements on West 25<sup>th</sup> Street between Avenue H East and Avenue F; and

**WHEREAS**, C.R.Dunn, Inc. was the lowest priced subcontractor for installation of street lights for reconstruction of 11<sup>th</sup> Street, being done by the Port of Palm Beach; and

**WHEREAS**, C.R.Dunn, Inc. is willing to perform this work for unit prices similar to those offered under the contract with the Port of Palm Beach.

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

**SECTION 1.** The proposal submitted by C.R.Dunn, Inc. is hereby accepted for \$34,297.00.

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

**SECTION 3.** The Finance Director is authorized to make payment of \$34,297.00 from account number 147-0716-5410-5303.

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

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

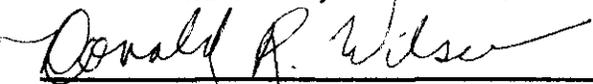
PASSED AND APPROVED this 4th day of September, 2002

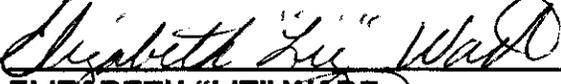
APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
DAVID SCHNYER, CHAIRPERSON

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

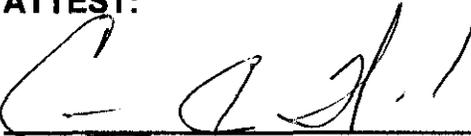
  
DONALD R. WILSON

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

  
EDWARD RODGERS

{MUNICIPAL SEAL}

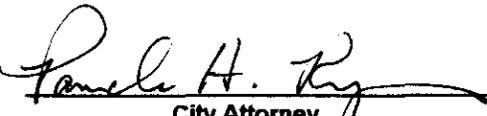
ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

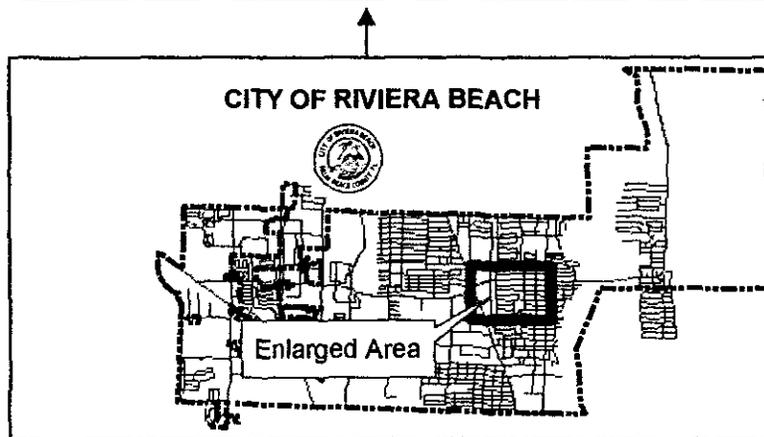
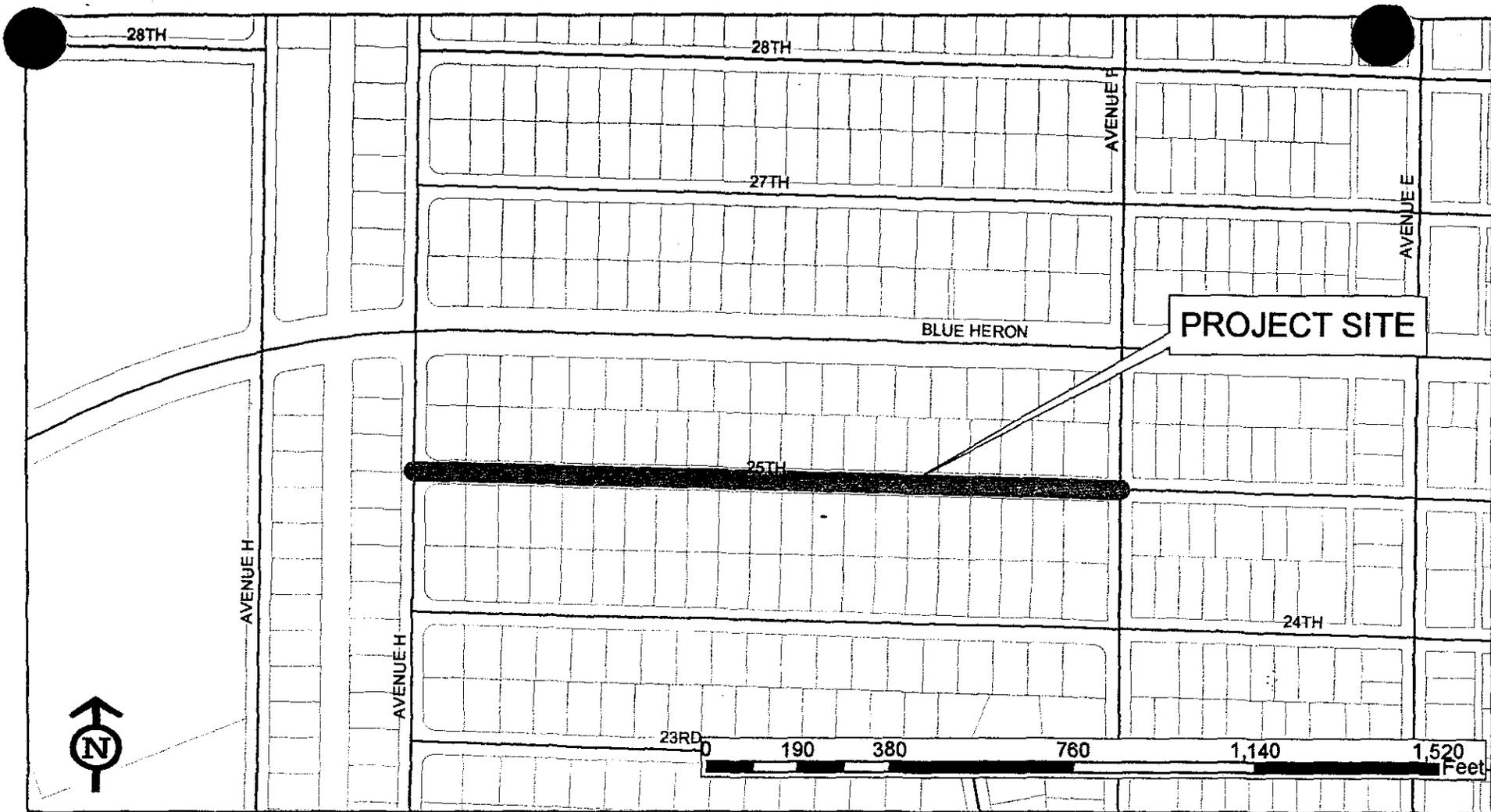
Motioned By D. Wilson  
Seconded By E. Wade

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

Reviewed as to Legal Sufficiency

  
Pamela H. Ryan  
City Attorney  
City of Riviera Beach

Date: 8/28/02



**LOCATION MAP**  
25th Street Project

**Legend**

-  Parcel Boundary
-  Street Center Line
-  Municipal Boundary
-  25th\_Street

Map Created on August 21, 2002  
by the City of Riviera Beach Community Development Dept.

D:\projects\engineering\25th street\location map\_25th Street.mxd

RESOLUTION NO. 157-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO TERMINATE THE CONTRACT WITH SELECT CONTRACTING, INC. FOR RECONSTRUCTION OF AVENUE U PROJECT IF SELECT FAILS TO COMPLETE THE WORK WITHIN SEVEN DAYS.**

**WHEREAS**, On September 19, 2001, the City Council awarded the Avenue U Reconstruction project to Select Contracting, Inc. in the amount of \$620,114.52; and

**WHEREAS**, Select Contracting, Inc. has failed to provide sufficient labor and equipment to complete the project within the time specified in the contract; and

**WHEREAS**, The contract requires that Select be given seven days to correct the deficiencies prior to terminating the contract.

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

**SECTION 1.** The Staff is authorized to give Select Contracting, Inc. seven days to complete the work for reconstruction of Avenue U project.

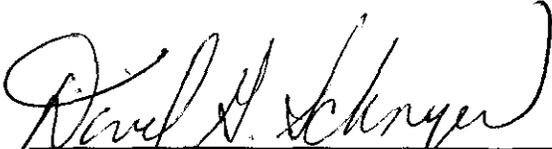
**SECTION 2.** Staff is further authorized to terminate the contract with Select if Select fails to complete the work within seven days.

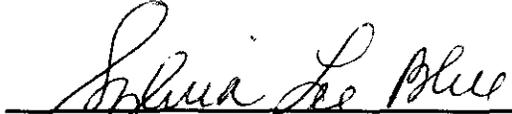
**SECTION 3.** This resolution shall take effect upon its approval by the City Council.

PASSED AND APPROVED this 4th day of September, 2002

APPROVED:

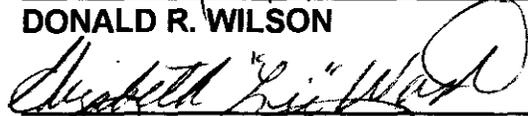
  
MICHAEL D. BROWN, MAYOR

  
DAVID SCHNYER, CHAIRPERSON

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

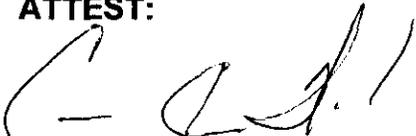
{MUNICIPAL SEAL}

  
DONALD R. WILSON

  
ELIZABETH "LIZ" WADE

  
EDWARD RODGERS  
COUNCIL MEMBERS

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

Motioned By D. Wilson

Seconded By E. Wade

D. Schnyer aye

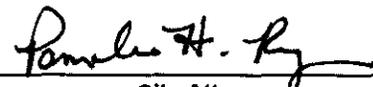
S. Blue aye

D. Wilson aye

L. Wade aye

E. Rodgers aye

Reviewed as to Legal Sufficiency

  
Pamela H. Ry  
City Attorney  
City of Riviera Beach

Date: 9/4/02

**RESOLUTION NO. 158-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY ASTALDI CONSTRUCTION CORPORATION FOR PROVIDING LABOR, MATERIAL AND EQUIPMENT FOR COMPLETING THE AVENUE U RECONSTRUCTION PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 307-0716-5410-5302.**

**WHEREAS**, On September 19, 2001, the City Council awarded the Avenue U Reconstruction project to Select Contracting, Inc. in the amount of \$620,114.52; and

**WHEREAS**, Select Contracting, Inc. has failed to provide sufficient labor and equipment to complete the project within the time specified within the contract; and

**WHEREAS**, Astaldi Construction Corporation is willing to complete the project at an estimated cost of \$403,109.70.

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

**SECTION 1.** The proposal submitted by Astaldi Construction Corporation is hereby accepted for \$403,109.70, on an emergency basis.

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

**SECTION 3.** The Finance Director is authorized to make payment from account number 307-0716-5410-5302.

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

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

**PASSED AND APPROVED** this 4TH day of SEPTEMBER, 2002

**APPROVED:**

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

*David Schnyer*  
**DAVID SCHNYER, CHAIRPERSON**

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

{MUNICIPAL SEAL}

*Donald R. Wilson*  
**DONALD R. WILSON**

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

*Edward Rodgers*  
**EDWARD RODGERS  
COUNCIL MEMBERS**

**ATTEST:**

*Carrie E. Ward*  
**CARRIE E. WARD, CMC/AEE  
CITY CLERK**

Motioned By E. WADE

Seconded By S. BLUE

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

Reviewed as to Legal Sufficiency

*Pamela H. Ryan*  
**City Attorney  
City of Riviera Beach**

Date: 9/4/02

**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 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 Astaladi Construction Corporation [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-0143860.

**WHEREAS**, the CITY had obtained and accepted a Bid for Reconstruction of Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street; and

**WHEREAS**, work was begun on such reconstruction by the contractor whose bid was accepted, hereinafter "original contractor"; and

**WHEREAS**, said original contractor is no longer performing any work on the Reconstruction of Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street; and

**WHEREAS**, the CITY requested an emergency bid for completion of the work previously commenced by original contractor for the Reconstruction of Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street; and

**WHEREAS**, the CONTRACTOR was the successful responsible bidder.

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

**ARTICLE 1 – SERVICES**

The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract, the Bid and the Construction Specifications. Wherever possible, the provisions of this Contract, the Bid and the Construction Specifications shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

The CONTRACTOR'S responsibility under this Contract is solely to provide completion of construction services in the area of road reconstruction work on Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18<sup>th</sup> Street, as more specifically set forth in the Scope of Work detailed in Exhibit "A" and which was not completed by the original contractor. Notwithstanding other provisions of the Contract to the contrary, CONTRACTOR shall have no responsibility for any of the work performed to date by the original contractor, including any warranty obligations with respect to same. CONTRACTOR shall not have any responsibility to inspect the work of original contractor and/or to determine whether original contractor's work has been performed in accordance with the plans and specifications, and/or within industry standards, and/or in a good and workmanlike manner. In the event any of the original contractor's work requires corrective and/or completion work, CONTRACTOR, shall perform such work upon receipt of written direction from the City on a time and material basis for payment.

The CITY'S representative/liaison during the performance of this Contract shall be NICK Bousca, telephone no. 954-423-8766 xt. 110

## ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction 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 one hundred fifty (150) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the 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 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

## ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set 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 CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.
- B. Progress Invoices - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs.

Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

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

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

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

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

This Contract may be canceled by the CONTRACTOR upon thirty (30) days' prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

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

## ARTICLE 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the 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.

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

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

The 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 CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

## ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

## ARTICLE 8 - M/WBE PARTICIPATION

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

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

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The 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 CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the CITY the 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 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 CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the 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 Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

#### **ARTICLE 12 - INDEMNIFICATION**

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

The CONTRACTOR 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 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.

CONTRACTOR 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.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, 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 the CONTRACTOR.

To the fullest extent permitted by law, CITY shall indemnify, defend and hold CONTRACTOR its designated agents and representatives, (including its affiliates, parent and subsidiaries) harmless from any and all liabilities, costs,

gments, and awards, including but not limited to attorney's fees, arising out of or resulting from the any of the work performed by original contractor and/or any claim with respect to same that original contractor may submit to the CITY.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

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

### **ARTICLE 14 - VENUE**

This Contract 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 action arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

### **ARTICLE 15-REMEDIES**

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

### **ARTICLE 16 - CONFLICT OF INTEREST**

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

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY

all so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

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

If the 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 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. No extension shall be made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

#### **ARTICLE 18 - ARREARS**

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

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

The 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.

#### **ARTICLE 21 - CONTINGENT FEES**

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

**ARTICLE 23 - NONDISCRIMINATION**

CONTRACTOR will not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, marital status or handicap.

**ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding 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.

**ARTICLE 25 - AUTHORITY TO PRACTICE**

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

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county, or city agency.

**ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - PUBLIC ENTITY CRIMES**

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

**ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

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

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

**ARTICLE 29 - NOTICE**

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

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

and if sent to the CONTRACTOR shall be mailed to:

8220 STATE ROAD 84 SUITE 300  
DAVIE, Florida 33324  
\_\_\_\_\_

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced herein 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 in accordance with Article 28 - Modifications of Work.

**ARTICLE 31 - SPECIAL CONDITIONS**

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as acceptably surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.

**ARTICLE 32 - INSPECTION OF WORK**

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is in preparation or progress; and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

**ARTICLE 33- WARRANTY/GUARANTY**

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of \_\_\_\_\_ shall be guaranteed by the Manufacturer, if any, for a period of \_\_\_\_ years from the date of final acceptance thereof against defective materials, design and workmanship. The

CONTRACTOR shall guarantee all of its work, including but not limited to \_\_\_\_\_ for a period of one year. Upon receipt of notice from the CITY of failure 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 CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct \_\_\_\_\_.

#### **ARTICLE 34 – PROTECTION OF WORK AND PROPERTY**

The 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 Contract. 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 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.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the 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 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.

#### **ARTICLE 35 – TIME**

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

#### **ARTICLE 36 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **ARTICLE 37 - WAIVER**

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

**ARTICLE 38 - PREPARATION**

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

**ARTICLE 39 - MATERIALITY**

All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

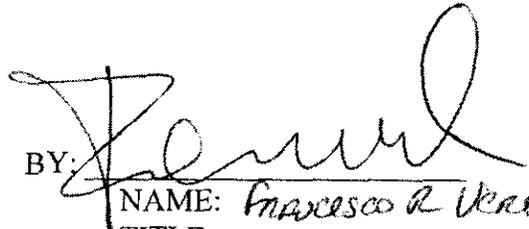
**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

BY:   
MICHAEL D. BROWN,  
MAYOR

BY:   
NAME: Francesco R. Verdi  
TITLE: Executive Vice President

ATTEST:

BY:  10/02/02  
CARRIE E. WARD, CITY CLERK,  
CMC/AAE

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 10/2/02

**RESOLUTION NO. 159-02**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF RIVIERA BEACH, PALM BEACH  
COUNTY, FLORIDA, NAMING THE PROPOSED  
AQUARIUM TO BE BUILT IN THE CITY THE  
"JOHN H. PERRY, JR., AQUARIUM."**

**WHEREAS**, John H. Perry, Jr., is world-renowned for development of manned and unmanned submarines and as an inventor of undersea technologies; and

**WHEREAS**, Mr. Perry built his first submarine in the 1950s in Riviera Beach, which soon gave birth to Perry Oceanographics, a Riviera Beach company that was once listed as the world's largest manufacturer of manned and unmanned undersea vessels; and

**WHEREAS**, Perry Oceanographics specialized in the development of military underwater rescue vessels, underwater recovery operations and the development of technology to increase food production from the ocean; and

**WHEREAS**, in 1970 Mr. Perry founded the Perry Institute for Marine Science, the Caribbean Marine Research Center, which is an international undersea research center located in Southern Bahamas; and

**WHEREAS**, Mr. Perry has a deep passion for the sea and preserving marine life habitats; and

**WHEREAS**, Mr. Perry is the former owner of over 28 newspapers, including the Palm Beach Post; and

**WHEREAS**, Mr. & Mrs. John H. Perry, Jr., Mr. & Mrs. Walter Lovejoy and friends of the Perrys have volunteered to lead the fundraising effort to build the new aquarium in the City of Riviera Beach.

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

**SECTION 1.** That the proposed aquarium to be built in the City of Riviera Beach shall be named the "John H. Perry, Jr., Aquarium."

**RESOLUTION NO. 159-02**

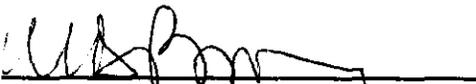
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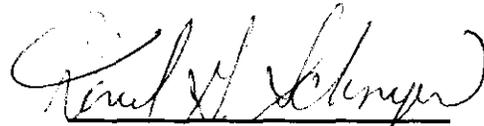
**SECTION 2.** That a copy of this Resolution shall be presented to John H. Perry, Jr., as a token of this City's appreciation for the great contributions he has made to the world and for representing the values of the City of Riviera Beach on a world wide basis.

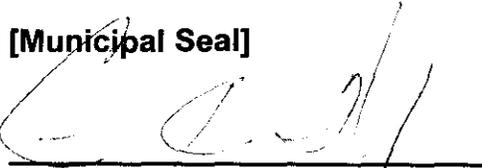
**SECTION 3.** This Resolution shall take effect immediately upon its passage and approval by the City Council.

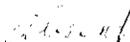
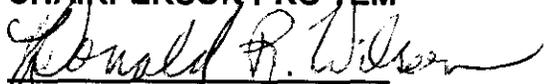
**PASSED and APPROVED** this 11th day of September, 2002.

**APPROVED:**

  
**Michael D. Brown**  
**MAYOR**

  
**David G. Schnyer**  
**CHAIRPERSON**

**[Municipal Seal]**  
  
**Carrie E. Ward, CMC/AE**  
**CITY CLERK**

  
**Sylvia L. Blue**  
**CHAIRPERSON PRO TEM**  
  
**Donald R. Wilson**

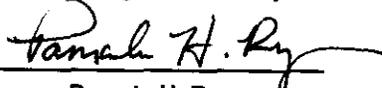
  
**Elizabeth "Liz" Wade**

  
**Edward Rodgers**  
**COUNCIL MEMBERS**

**Motioned by:** E. Wade  
**Seconded by:** D. Wilson

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

Approved for legal sufficiency:

By:   
**Pamala H. Ryan**  
**City Attorney**

Date: 9/11/02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) CASE 60XT SKID STEER FROM BRIGGS EQUIPMENT, UNDER THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES CONTRACT #760-001-99-1 AT A TOTAL COST OF \$24,172.00 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 305-1127-5410-6405.

**WHEREAS**, the City Council of the City of Riviera Beach approved the purchase of a Skid Steer for the Public Works Department in the FY 2001-2002 budget; and

**WHEREAS**, a Skid Steer can be purchased in the amount of \$24,172.00 from Briggs Equipment under State of Florida Contract #766-001-99-1; and

**WHEREAS**, the City Council authorizes the Mayor and Finance Director to pay \$24,172.00 from Account No. 305-1127-5410-6405 for this Skid Steer.

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

**SECTION 1.** That the City Council of the City of Riviera Beach hereby authorizes the Public Works Department to purchase a Skid Steer from Briggs Equipment in the amount of \$24,172.00 in accordance with the attached Quote.

**SECTION 2.** The City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment for same to Briggs Equipment from Account No. 305-1127-5410-6405.

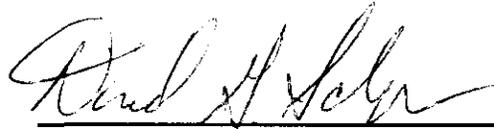
**SECTION 3.** This Resolution shall take effect upon its passage and adoption by the City Council.

**PASSED AND APPROVED** this 18th day of September, 2002.

APPROVED:

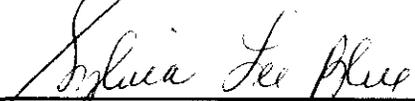


MICHAEL D. BROWN,  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:



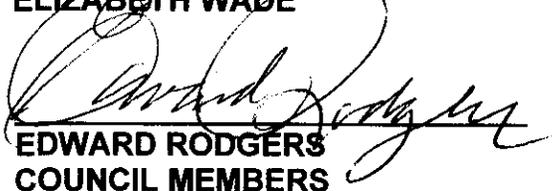
CARRIE E. WARD, CMC/AAE



DONALD R. WILSON



ELIZABETH WADE



EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

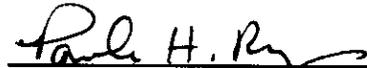
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 9/10/02