

RESOLUTION NO. 211-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM R.C.T. ENGINEERING, INC. TO PERFORM A TITLE SEARCH AND PROPERTY SURVEY OF THE CITY'S FIFTY (50) SANITARY SEWER LIFT STATIONS AND RELATED SURVEYING SERVICES IN AN AMOUNT NOT TO EXCEED \$28,825.00; PAYMENT TO BE MADE FROM PROFESSIONAL SERVICES-ENGINEERING ACCOUNT NO. 407-1437-5330-3103; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the consulting engineering firm of R.C.T. Engineering, Inc. has prepared and submitted to the City of Riviera Beach, a proposal for professional engineering services, to perform a title search and property survey of the City's fifty (50) sanitary sewer lift stations; and

WHEREAS, the primary purpose of this project is to identify the property boundaries of the City's lift stations.

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

Section 1: That the City Council approves the proposal from R.C.T. Engineering, Inc., in the amount not to exceed \$28,825.00, to perform a title search, a property survey of the City's fifty (50) sanitary sewer lift stations, and other related services.

Section 2: That the Mayor and Finance Director are authorized to make payment for same under Account Number 407-1437-5330-3103 in an amount not to exceed \$28,825.00.

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

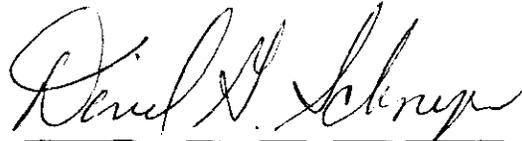
RESOLUTION NO. 211-02

PAGE 2

PASSED AND APPROVED this 20th day of November, 2002.

APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

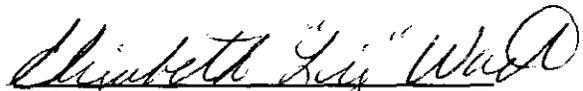

SYLVIA LEE BLUE
CHAIR PRO-TEM

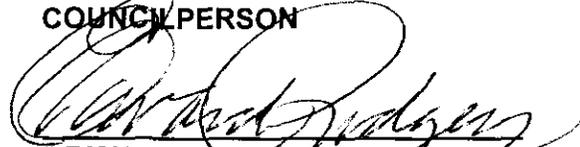
(MUNICIPAL SEAL)


DONALD R. WILSON
COUNCILPERSON

ATTEST:


GARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

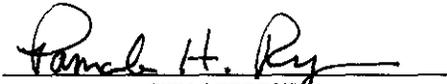
SECONDED BY: E. Wade

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

S. BLUE absent

D. WILSON aye


CITY ATTORNEY
CITY OF RIVIERA BEACH

E. WADE aye

E. RODGERS aye

DATE: 11/14/02

RESOLUTION NO. 212-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RETROACTIVELY APPROPRIATING FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF \$106,727 AND TRANSFER FUNDS TO THE JAZZ FESTIVAL FUND 135 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach held it's Second Annual Jazz Festival in March 2002. The event raised \$103,030 and expenditures total \$209,757 leaving a deficit of \$106,727; and

WHEREAS, the event was a two day success with over 5,000 people in attendance; and

WHEREAS, funds need to be appropriated from General Fund – Fund Balance and transferred to the Jazz Festival Fund.

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

SECTION 1. That the City Council approves appropriating General Fund Balance retroactively in the amount of \$106,727 and transfer said funds to the Jazz Festival Fund.

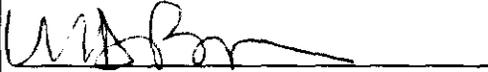
SECTION 2. This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 20th day of November, 2002.

RESOLUTION NO. 212-02

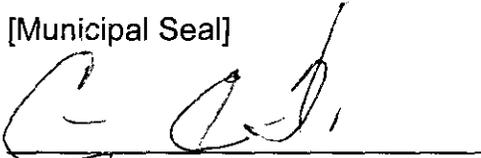
-2-

APPROVED:

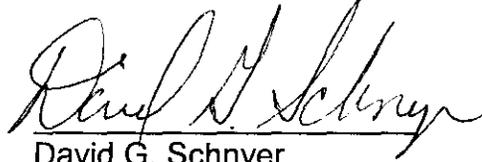


Michael D. Brown
MAYOR

[Municipal Seal]



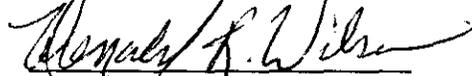
Carrie E. Ward
Master Municipal Clerk
CITY CLERK



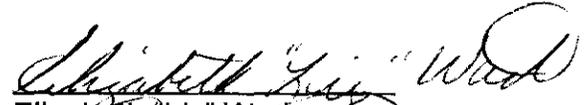
David G. Schnyer
CHAIRPERSON

Absent

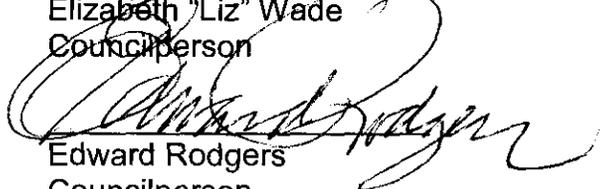
Sylvia L. Blue
CHAIRPERSON PRO TEM



Donald R. Wilson
Councilperson



Elizabeth "Liz" Wade
Councilperson



Edward Rodgers
Councilperson

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

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

Approved as to legal sufficiency:

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

Date: 11/19/02

GS:dpm (111902)

RESOLUTION NO. 213-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SEMINOLE GARDENS AT WOODBINE PARCEL "F" REPLAT LOCATED ON THE SOUTH WEST CORNER OF MILITARY TRAIL AND SOUTH WOODBINE TRAIL IN A R-PUD ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, On May 15, 2002, the City Council of Riviera Beach approved the Site Plan application from Schickedanz Bros. Riviera Ltd. for 136 unit Townhome Development; and

WHEREAS, Schickedanz Bros. Riviera Ltd. is requesting approval for the Seminole Gardens at Woodbine Parcel "F" replat.

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

SECTION 1. That the City accepts the Replat for Seminole Gardens at Woodbine Parcel "F" (Exhibit "A").

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

RESOLUTION NO. 213-02
PAGE -2-

PASSED AND APPROVED this 20th day of November, 2002

APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

Absent

SYLVIA LEE BLUE
CHAIR PRO-TEM

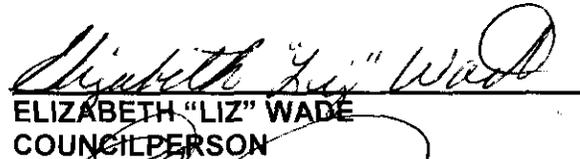
ATTEST



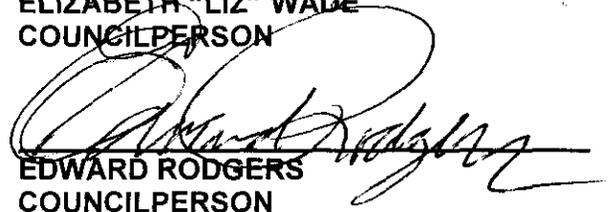
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: E. Rodgers

D. SCHNYER: aye

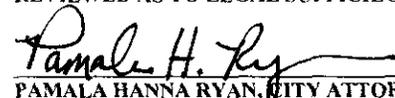
S. BLUE: absent

D. WILSON: aye

E. WADE: aye

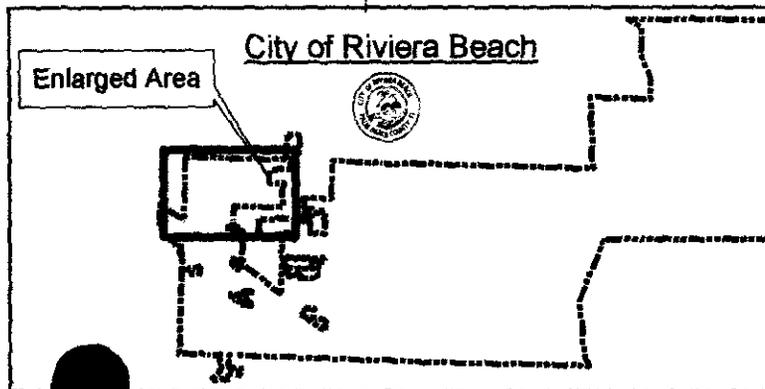
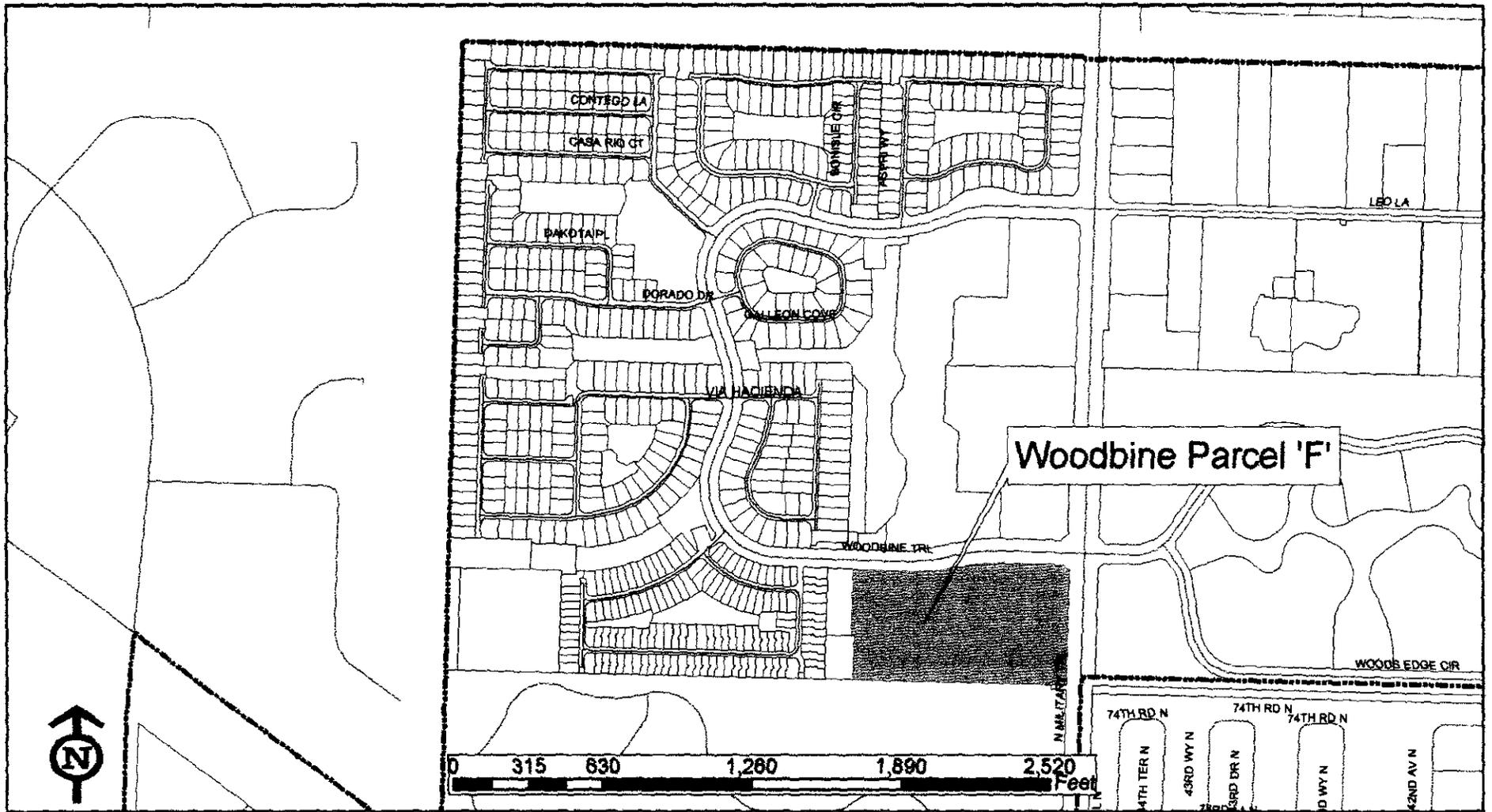
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/18/02



**Location Map
Woodbine Parcel 'F'**

**Map Created on August 16, 2002
by the City of Riviera Beach Community Development**

D:\projects\planning & zoning\woodbine town homes\location map_woodbine townhomes

Legend

-  Woodbine Parcel 'F'
-  PBC_roadbase
-  Municipal Boundary
-  Parcel Boundary

NOVEMBER 2002

SEMINOLE GARDENS AT WOODBINE

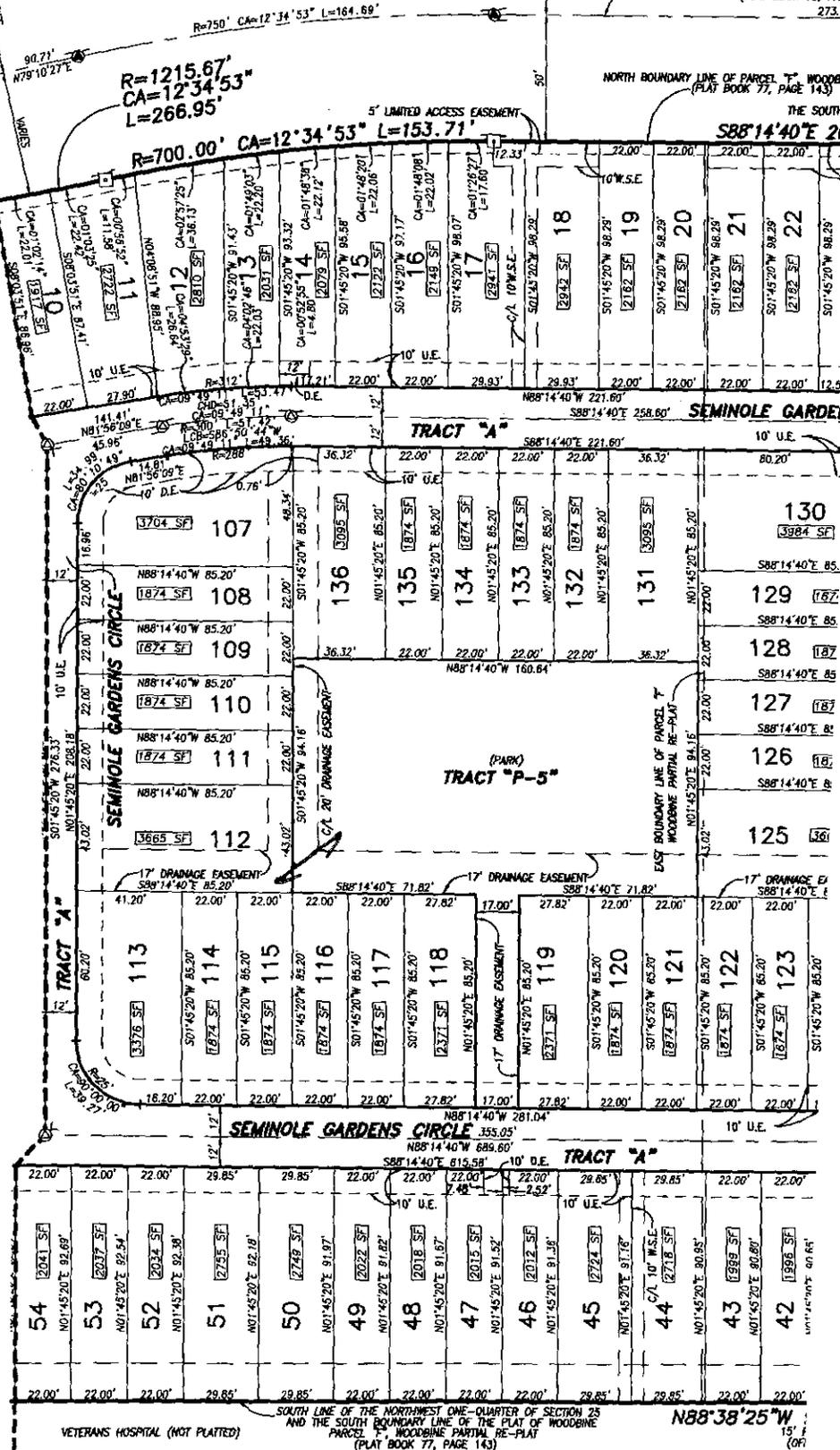
(A PART OF WOODBINE RESIDENTIAL PLANNING LAYOUT, LAYING IN, AND BEING A PORTION OF, THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 17 WEST, FLORIDA, AND BEING A RE-PLAT OF ALL OF PARCEL "F", WOODBINE PARTIAL RE-PLAT, RECORDED IN PLAT BOOK 77, PAGE 143)

WOODBINE PARCEL "I"
(PLAT BOOK 53, PAGE 163)

WOODBINE PARCEL "C"
(PLAT BOOK 77, PAGE 143)

(SEE SHEET 3 OF 4)
MATCHLINE

C/L WOODBINE
(PLAT BOOK 72, PAGE 273)



VETERANS HOSPITAL (NOT PLATTED)

SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 25 AND THE SOUTH BOUNDARY LINE OF THE PLAT OF WOODBINE PARCEL "I", WOODBINE PARTIAL RE-PLAT (PLAT BOOK 77, PAGE 143)

N88°38'25"W
15' U.E.

(OFF)

RESOLUTION NO. 217-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PROPOSAL FOR DISTRIBUTION OF 911 FUNDS TO PROVIDE COMMUNICATION OPERATORS BONUSES; AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE 2001-2002 911 BUDGET AS REFLECTED IN THE AWARD LETTER PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County 9-1-1 Management, recognizing the need for compensation and retention measures, has devised a formula to calculate the amount of time dispatchers spend on the telephone; and

WHEREAS, the use of this formula has resulted in the payment to the City of Riviera Beach, Florida, the sum of \$144,842.00 for the fiscal year 2001-2002, to be paid in four payments to the City, to assist in the recruitment, training, compensation and retention of 9-1-1 Communication Operators; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, deems it to be in the best interest of the citizens and residents of the City and the Community to approve and execute a proposal for the distribution of 9-1-1 Funds for Communication Operators bonuses; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, approves to continue funding a Communication Operator in the 2002 – 2003 Budget and these funds will be part of the reimbursement from 911.

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

SECTION 1. The proposal for the distribution of the 9-1-1 funds for Communication Operators bonuses, which staff recommendation is attached hereto, is approved.

RESOLUTION NO. 218-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REPLAT OF A PORTION OF PARCEL "A" OF THE WEDGEWOOD CENTER PLAT, LOCATED ON THE NORTH SIDE OF BLUE HERON BOULEVARD AND ONE PARCEL EAST OF THE INTERSECTION OF CONGRESS AVENUE IN AN CG ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On August 7, 2002, the City Council of Riviera Beach approved the Site Plan application from Blue Heron Partners, L.L.P. for a vehicle filling station and four freestanding buildings; and

WHEREAS, Blue Heron Partners is requesting replat of a portion of Parcel "A" of the Wedgewood Center plat to construct the proposed development.

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

SECTION 1. That the City accepts the replat of a portion of Parcel "A" of the Wedgewood Center Plat (Exhibit "A").

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

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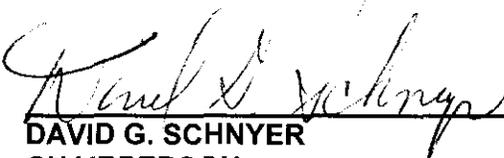
RESOLUTION NO. 218-02
PAGE -2-

PASSED AND APPROVED this 2nd day of December, 2002

APPROVED:

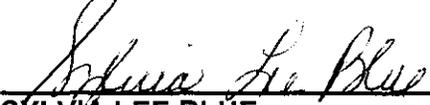


MICHAEL D. BROWN,
MAYOR



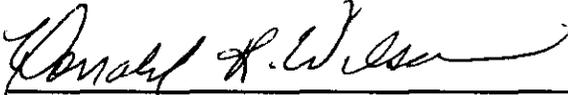
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST



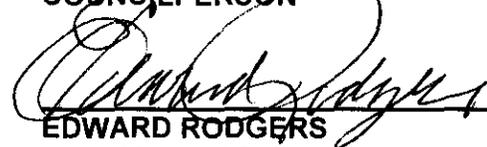
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



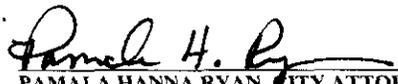
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

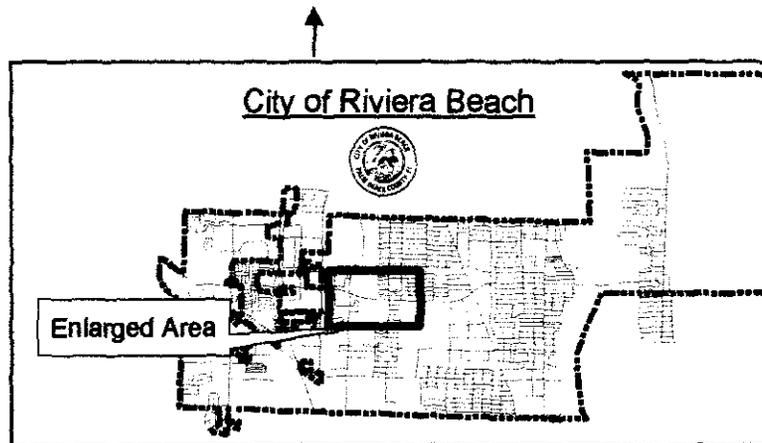
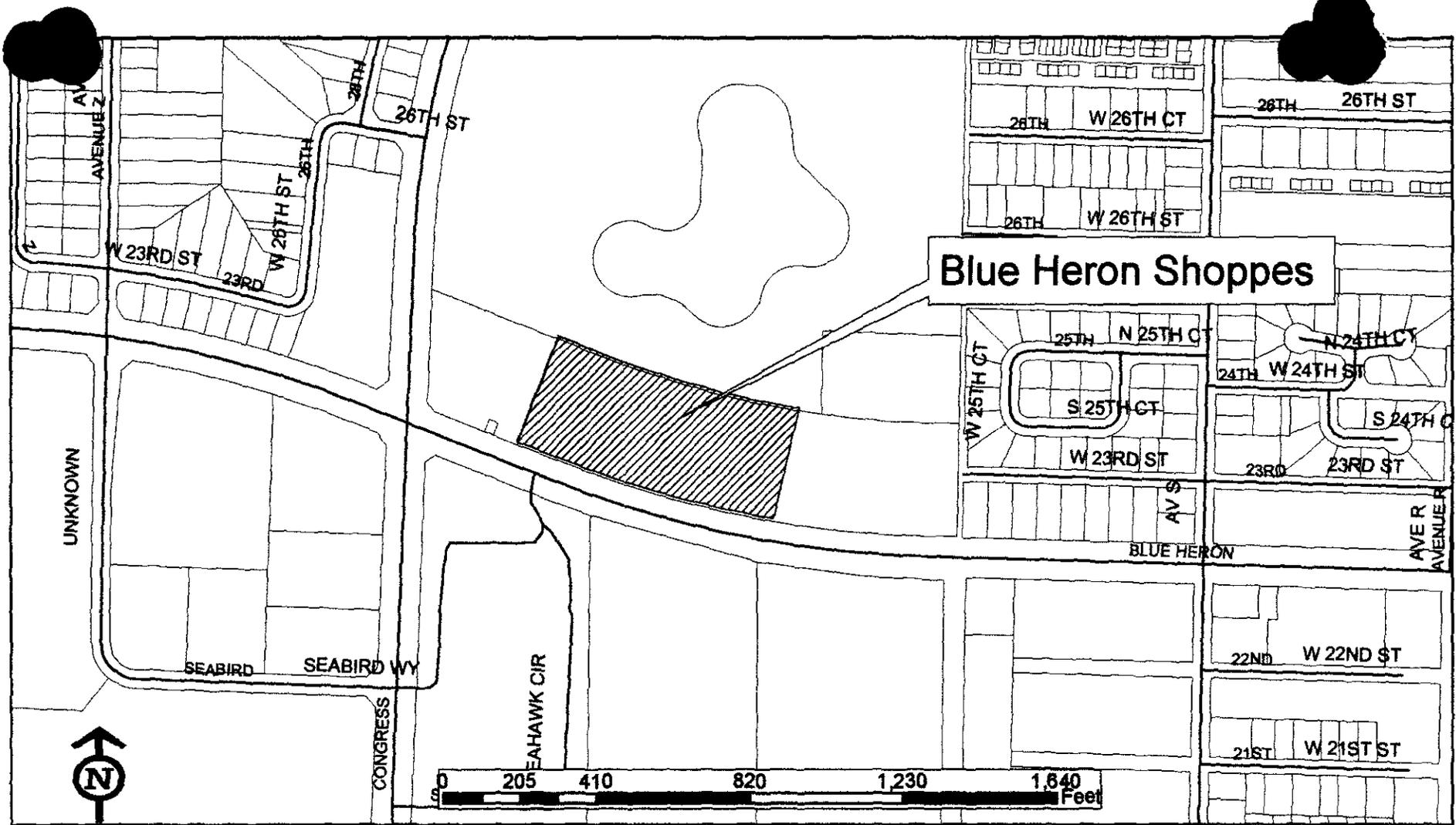
D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/26/02



**LOCATION MAP
BLUE HERON SHOPPES**

**Map Created on May 8, 2002
by the City of Riviera Beach Community Development**

D:\projects\planning & zoning\Shoppes of Blue Heron\location map_Shoppes of Blue Heron

Legend	
	Municipal Boundary
	Blue Heron Shoppes

County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity conducted by Riviera Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Program.

4. Riviera Beach warrants and represents that all of its employees and participants in the Program, as delineated in Exhibit "A" attached hereto and made a part hereof, were treated equally without regard to residency, race, color, religion, sex, age, disability, marital status, sexual orientation, national origin, or ancestry.

5. Riviera Beach shall provide accounting data to County for same on or before three months from the execution of this Agreement by both parties hereto.

6. The term of this Agreement shall be until three months from the execution of this Agreement by both parties hereto.

7. Prior to execution of this Agreement by the County, Riviera Beach shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from Riviera Beach's Risk Manager. Riviera Beach shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Program and terms and conditions of this Agreement. Where permissible with respect to the above coverages, such policy shall include Palm Beach County as additional insured and shall contain a clause providing the County with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve Riviera Beach of its liability and obligations under this Agreement. Riviera Beach agrees to indemnify, defend, and hold harmless the County for any liability arising out of any negligent act or omission of Riviera Beach to the extent the insurance described in this paragraph fails to cover the County. Nothing in this paragraph shall constitute a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28,

Florida Statutes.

8. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

9. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

10. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Riviera Beach:

~~Chief of Staff~~ / Director of Parks and Recreation
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

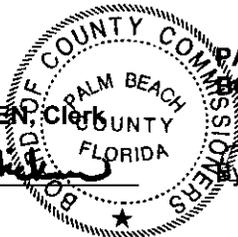
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

R2003 0208

ATTEST:

DOROTHY H. WILKEN, Clerk

By: Linda C. Wilken
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: Karen T. Marcus
Chair

FEB 04 2003

ATTEST:

By: [Signature]
City Clerk (Deputy)

CITY OF RIVIERA BEACH

By: [Signature]
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

RIVIERA BEACH EXPRESS

May 21, 2001

Honorable Commissioner Addie L. Greene
Palm Beach County Board of County Commissioners
301 North Olive Avenue, Suite 1201
West Palm Beach, Florida 33401

Dear Commissioner Greene:

The Riviera Beach Express Basketball Program has embarked on another exciting and rewarding season.

Riviera Beach Express is a city-sanctioned youth basketball program serving 26 girls, ages 12-18. Our program's ultimate goal is to promote pride, respect, sportsmanship, dedication and academics, as well as helping to build productive citizens. Our past season proved to be very successful for our girls. Our 17 year olds placed first in several tournaments: Columbia Spring Brawl, Amateur Athletic Union (AAU) Qualifier, Florida Gold Coast Championship, State of Florida High School Championship, and the Youth Basketball of America (YBOA) Florida Championship. The girls were also one of two teams representing the State of Florida at the Amateur Athletic Union (AAU) Nationals in Tennessee.

We are currently seeking support to enable us to have another successful season. Because of the success and growth of our program, we are in urgent need of financial support. Time is of the essence and our needs are growing as we need to confirm our attendance at upcoming tournaments. Please take a moment to review the attached information outlining Riviera Beach Express' budget and tournament schedule. *Funding is for uniforms and equipment, warm ups, tournament entry fees, travel, accommodations, food, and other miscellaneous expense*
Thank you for your time and consideration. We look forward hearing from you. Should you require *Total* any additional information, please feel free to contact me at 845-4080 or 554-8523.

Sincerely,

Lawrence McKoy
Lawrence McKoy
Coaching Staff

Program Cost - \$36,36

LM/sb

Attachments (2)

Please forward any correspondence to:
City of Riviera Beach Recreation & Parks Dept.
Attn: Riviera Beach Express (18 and under)
2409 Avenue H West
Riviera Beach, FL 33404 *Exhibit A*

CONTRACT PAYMENT REQUEST

(Date)

Grantee _____

Project _____

Billing # _____

Billing Period _____

Item	Project Costs This Billing	Cumulative Project Costs
Contractual Service	_____	_____
Salary and Wages (____ % of Salaries)	_____	_____
Materials, Supplies, Direct Purchases	_____	_____
Grantee Stock	_____	_____
Equipment	_____	_____
Travel	_____	_____
Donated Real Property	_____	_____
Indirect Costs	_____	_____
TOTAL PROJECT COSTS	=====	=====

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY	
County Funding Participation	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (__ %)	(_____)
County funds previously disbursed	(_____)
County funds due this billing	\$ _____
Reviewed and Approved by:	_____
	PBC Project Administrator/Date

	Department Director/Date

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

(Date)

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name	Contractor Invoice Number	Check or Voucher Number and date	Project Cost	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL _____

Certification: I hereby certify that the purchase noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator (Date)

Financial Officer (Date)

TRANSMITTAL LETTER

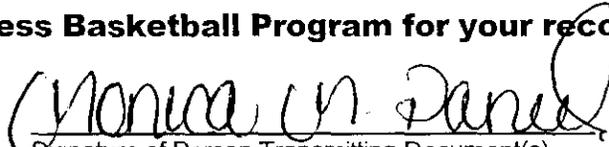
DATE: February 25, 2003

SENT TO:

**Carrie Ward, MMCC
City Clerk
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404**

Dear Ms. Ward:

Please find enclosed an original fully executed copy of the Palm Beach County Recreation Assistance Program Funding Agreement for the Riviera Beach Express Basketball Program for your records.



Signature of Person Transmitting Document(s)

2/25/03

Date



Signature of Person Receiving Document(s)

2-25-03

Date

MEM:mem

- cc: Paul D. White, Assistant City Manager
Gwendolyn Herbert, Director of Finance
John L. Williams, Director of Parks and Recreation
Rose Anne Brown, Chief of Staff/Public Information Officer

C:\WYDOCU~1\MICHELE\TRANSLTRCWARDPBCRECASTPRGM

TRANSMITTAL LETTER

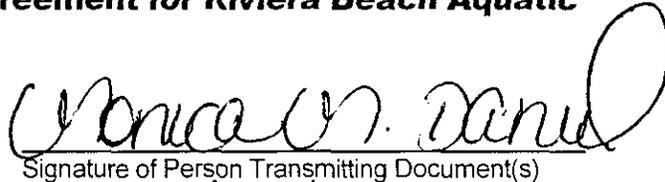
DATE: February 25, 2003

SENT TO:

**Carrie Ward, MMCC
City Clerk
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404**

Dear Ms. Ward:

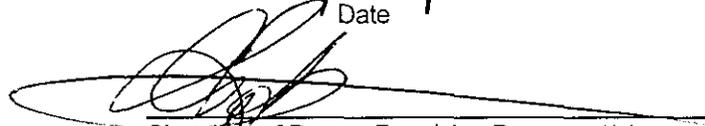
Please find enclosed an original fully executed copy of the Second Amendment To Funding Agreement for Riviera Beach Aquatic Center for your records.



Signature of Person Transmitting Document(s)

2/25/03

Date



Signature of Person Receiving Document(s)

2-25-03

Date

MEM:mem

cc: Paul D. White, Assistant City Manager
Gwendolyn Herbert, Director of Finance
John L. Williams, Director of Parks and Recreation
David Wright, Intergovernmental Relations Coordinator

C:\MYDOCU~1\MICHELE\TRANSLTRCWARD2NDAMENDFUNDAGRMTAQUATCTR

DECEMBER 2, 2002

RESOLUTION NO. 216-02

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 W. 29th STREET, LOTS 34-36, BLK 17 AcreHome Park #2, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$3,116.34; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the lot is being purchased by the City of Riviera Beach Community Development Department for infill housing, who requests that the Code Enforcement Division settle Code liens in the amount of \$3,116.34;

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 \$3,116.34 consideration for the release of Code Enforcement lien. The outstanding lot clearing/cleaning lien in the amount of \$1,883.66; and a paving and drainage lien in the amount of \$1,352.50 shall be paid prior to issuance of release.

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 _____ day of _____, 2002.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:

DONALD R. WILSON,
COUNCILPERSON

ELIZABETH "LIZ" WADE,
COUNCILPERSON

CARRIE E. WARD,
Master Municipal Clerk
CITY CLERK

EDWARD RODGERS,
COUNCILPERSON

Motioned By:
Seconded By:

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

Reviewed as to Legal Sufficiency

Pamela H. Ryan

City Attorney
City of Riviera Beach

Date: 11/25/02

RESOLUTION NO. 217-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PROPOSAL FOR DISTRIBUTION OF 911 FUNDS TO PROVIDE COMMUNICATION OPERATORS BONUSES; AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE 2001-2002 911 BUDGET AS REFLECTED IN THE AWARD LETTER PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County 9-1-1 Management, recognizing the need for compensation and retention measures, has devised a formula to calculate the amount of time dispatchers spend on the telephone; and

WHEREAS, the use of this formula has resulted in the payment to the City of Riviera Beach, Florida, the sum of \$144,842.00 for the fiscal year 2001-2002, to be paid in four payments to the City, to assist in the recruitment, training, compensation and retention of 9-1-1 Communication Operators; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, deems it to be in the best interest of the citizens and residents of the City and the Community to approve and execute a proposal for the distribution of 9-1-1 Funds for Communication Operators bonuses; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, approves to continue funding a Communication Operator in the 2002 – 2003 Budget and these funds will be part of the reimbursement from 911.

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

SECTION 1. The proposal for the distribution of the 9-1-1 funds for Communication Operators bonuses, which staff recommendation is attached hereto, is approved.

SECTION 2. That the Finance Director is authorized to adjust the 2001-2002 911 budget as reflected in the award letter.

SECTION 3. That the Finance Director is authorized to make payment from Account No. 124-0819-521-0-1201

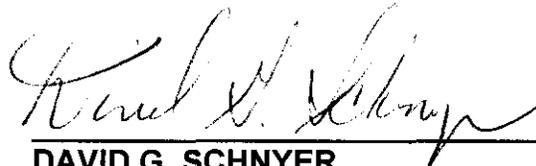
SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 2nd day of December, 2002.

APPROVED:

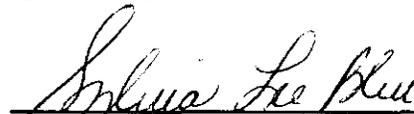


MICHAEL D. BROWN,
MAYOR



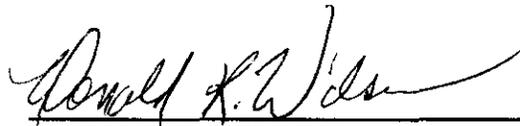
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:



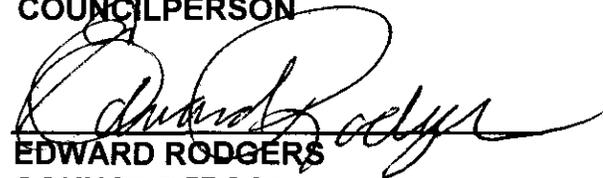
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH 'LIZ' WADE
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

RESOLUTION NO. 217-02
PAGE 3.

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER	<u>aye</u>
S. BLUE	<u>aye</u>
D. WILSON	<u>aye</u>
E. WADE	<u>aye</u>
E. RODGERS	<u>aye</u>

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/26/02

RESOLUTION NO. 218-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REPLAT OF A PORTION OF PARCEL "A" OF THE WEDGEWOOD CENTER PLAT, LOCATED ON THE NORTH SIDE OF BLUE HERON BOULEVARD AND ONE PARCEL EAST OF THE INTERSECTION OF CONGRESS AVENUE IN AN CG ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On August 7, 2002, the City Council of Riviera Beach approved the Site Plan application from Blue Heron Partners, L.L.P. for a vehicle filling station and four freestanding buildings; and

WHEREAS, Blue Heron Partners is requesting replat of a portion of Parcel "A" of the Wedgewood Center plat to construct the proposed development.

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

SECTION 1. That the City accepts the replat of a portion of Parcel "A" of the Wedgewood Center Plat (Exhibit "A").

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

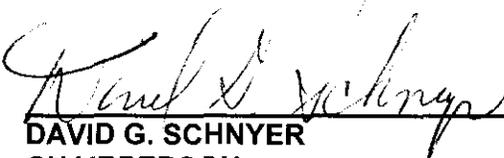
RESOLUTION NO. 218-02
PAGE -2-

PASSED AND APPROVED this 2nd day of December, 2002

APPROVED:

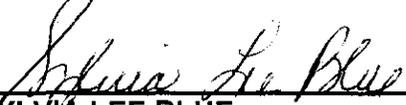


MICHAEL D. BROWN,
MAYOR



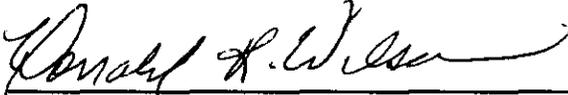
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST



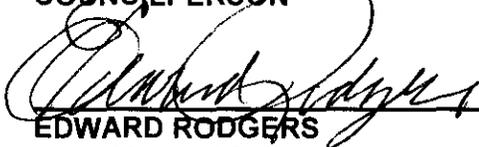
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



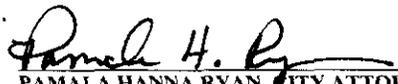
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

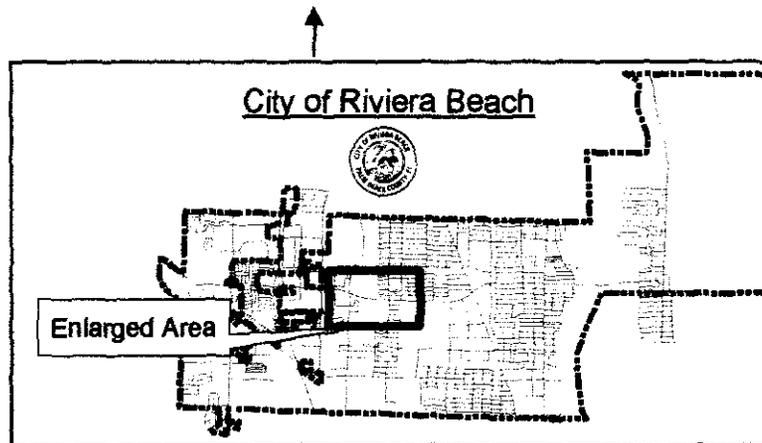
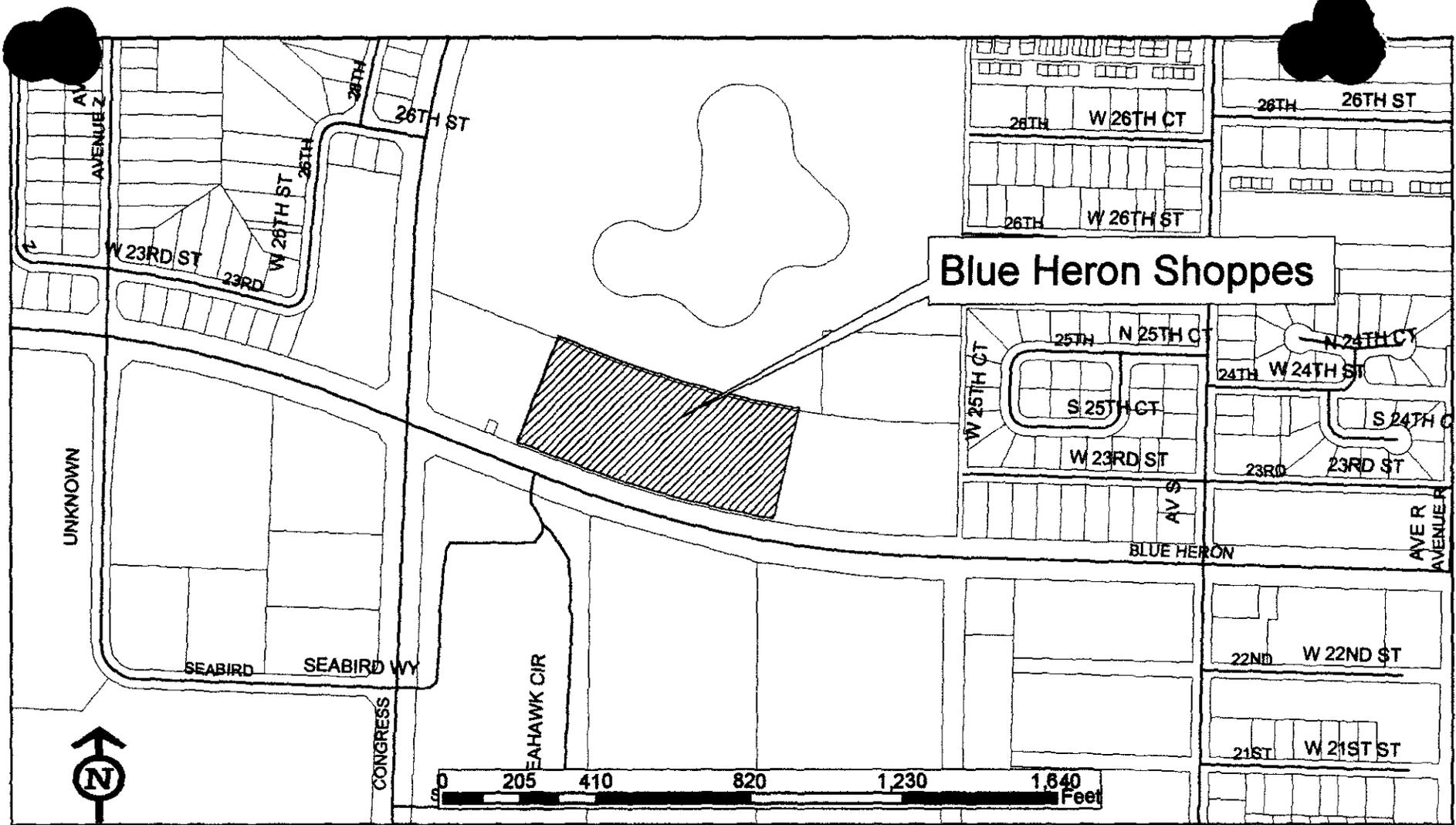
D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/26/02



**LOCATION MAP
BLUE HERON SHOPPES**

**Map Created on May 8, 2002
by the City of Riviera Beach Community Development**

D:\projects\planning & zoning\Shoppes of Blue Heron\location map_Shoppes of Blue Heron

Legend	
	Municipal Boundary
	Blue Heron Shoppes

HERON SHOPPES

PORTION OF PARCEL "A", ACCORDING TO THE PLAT OF
RECORDED IN PLAT BOOK 60, PAGE 168, PALM BEACH
ORDS, LYING IN SECTION 30, TOWNSHIP 42 SOUTH,
OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA
OCTOBER, 2002

SHEET 1 OF 3

ACKNOWLEDGEMENT

State of Florida

County of Palm Beach

Before me personally appeared Amale G. Salloun, who is personally known to me or has produced _____ as identification and who executed the foregoing instrument as President of Blue Heron Citgo, Inc., a Florida corporation, and severally acknowledged before me that she executed said instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 2002.

My Commission Expires: _____ Signature of Notary Public _____

My Commission Number: _____ Printed Name of Notary Public _____

ACKNOWLEDGEMENT OF DEDICATIONS AND RESERVATIONS

State of Florida

County of Palm Beach

The Blue Heron Shoppes Property Owners' Association, Inc., a Florida not-for-profit corporation, hereby accepts the dedications and reservations to said Association as stated and shown hereon, and hereby accepts its maintenance obligations for same as stated hereon, dated this _____ day of _____, 2002.

Blue Heron Shoppes Property Owners' Association, Inc., a Florida not-for-profit corporation

WITNESS: _____ BY: _____

Printed Name Printed Name, President

WITNESS: _____

Printed Name

ACKNOWLEDGEMENT

State of Florida

County of Palm Beach

Before me personally appeared _____ who is personally known to me or has produced _____ as identification and who executed the foregoing instrument as President of Blue Heron Shoppes Property Owners' Association, Inc., a Florida not-for-profit corporation, and severally acknowledged before me that he executed said instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 2002.

My Commission Expires: _____ Signature of Notary Public _____

My Commission Number: _____ Printed Name of Notary Public _____

MORTGAGEE'S CONSENT

State of _____

County of _____

The undersigned hereby certifies that it is the holder of a mortgage, upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 11773 at Page 1955 of the Public Records of Palm Beach County, Florida, shall be subordinated to the dedication shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this _____ day of _____, 2002.

Simkins Industries, Inc. a Delaware corporation, d/b/a Westfield Financial Corporation

WITNESS: _____ BY: _____

Printed Name Printed Name, (Title)

WITNESS: _____

Printed Name

ACKNOWLEDGEMENT

State of _____

County of _____

Before me personally appeared _____ who is personally known to me or has produced _____ as identification and who executed the foregoing instrument as _____ of Simkins Industries, Inc., a Delaware corporation, d/b/a Westfield Corporation, and severally acknowledged before me that he/she executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 2002.

My Commission Expires: _____ Signature of Notary Public _____

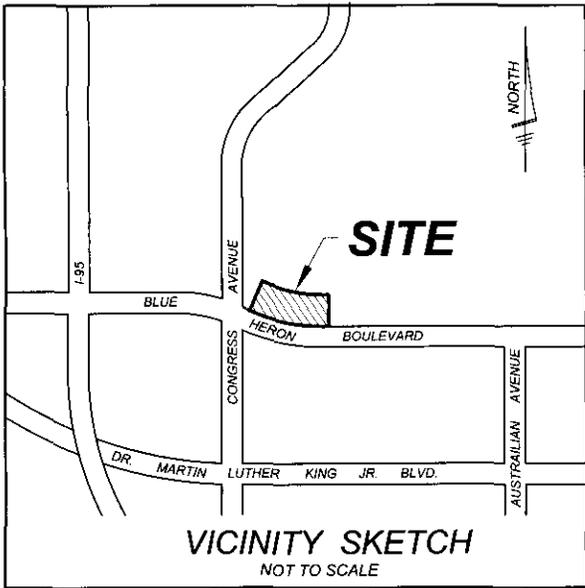
My Commission Number: _____ Printed name of Notary Public _____

HERON CITGO	NOTARY	BLUE HERON SHOPPES P.O.A.	NOTARY	SIMKINS	NOTARY
-------------	--------	---------------------------	--------	---------	--------

BLUE HERON SHOPPES

WALLACE SURVEYING CORP. LICENSED SURVEYOR # 1486
901 NORTHBAY PARKWAY, SUITE 111, WEST PALM BEACH, FLORIDA 33407 (561) 845-4551

FIELD:	JOB No.: 99-1118 "H"	F.B.:	PG.:
OFFICE: R.C.	DATE: OCT., 2002	DWG. No.: 99-1118-8	
CKD:	REF: 99-1118P, ZAK	SHEET 1 OF 3	



BLUE HERON

BEING A REPLAT OF A PORTION OF
 WEDGEWOOD CENTRE, AS SHOWN IN
 COUNTY PUBLIC RECORDS, BOOK 60, PAGE 168,
 RANGE 43 EAST, CITY OF RIVIERA BEACH, FLORIDA

IN WITNESS WHEREOF, the above-named limited liability partnership has caused these presents to be signed by its Managing Partner, N. Kent Wilmering, this _____ day of _____, 2002.

Blue Heron Partners, L.L.P., a Florida limited liability partnership

WITNESS: _____
 Printed Name

BY: _____
 N. Kent Wilmering, Managing Partner

WITNESS: _____
 Printed Name

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Blue Heron Partners, L.L.P., a Florida limited liability partnership and Blue Heron Citgo, Inc., a Florida corporation, owners of the land shown hereon being a replat of a portion of Parcel "A", according to the Plat of Wedgewood Centre, as recorded in Plat Book 60, Page 168, Palm Beach County Public Records, lying in Section 30, Township 42 South, Range 43 East, City of Riviera Beach, Palm Beach County, Florida, shown hereon as BLUE HERON SHOPPES, being more particularly described as follows:

LEGAL DESCRIPTION:

A parcel of land being a portion of Parcel "A", WEDGEWOOD CENTRE, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 60, Page 168, said parcel of land being more particularly described as follows:

Commence at the Northwest corner of said Parcel "A"; thence South 68° 21' 46" East, along the North line of said Parcel "A" (the North line of said Parcel "A" is assumed to bear South 68° 21' 46" East and all other bearings are relative thereto) a distance of 362.79 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue along said North line, South 68° 21' 46" East a distance of 146.33 feet to the beginning of a curve, concave to the Northeast, having a radius of 2511.93 feet and a central angle of 12° 28' 37"; thence Southeasterly, along the said North line and along the arc of said curve, a distance of 547.01 feet to a point; thence departing said curve, radially, South 09° 09' 37" West a distance of 300.00 feet to a point on a line common to said Parcel "A" and the North Right-of-Way line of Blue Heron Boulevard as shown on said plat, said point also being the beginning of a curve, concentric to the previously described curve and having a central angle of 12° 28' 37"; thence Northwesterly, along the arc of said curve and said common line, a distance of 612.34 feet to a Point of Tangency; thence continue along said common line, North 68° 21' 46" West, a distance of 146.33 feet to a point; thence departing said South line, North 21° 38' 14" East a distance of 300.00 feet to the POINT OF BEGINNING.

Containing in all 5.00 Acres, more or less.

have caused the same to be surveyed and platted as shown hereon and does hereby dedicate as follows:

UTILITY EASEMENT

The Utility Easement as shown hereon are hereby dedicated in perpetuity for the construction and maintenance of utility facilities, including cable television systems. The installation of cable television systems shall not interfere with the construction and maintenance of other utilities.

DRAINAGE EASEMENTS

The Drainage Easements as shown hereon are hereby dedicated in perpetuity to the Blue Heron Shoppes Property Owners' Association, Inc., their successors and assigns, subject to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Official Record Book 10118, Page 962, without recourse to the City of Riviera Beach.

SEWER EASEMENT

The Sewer Easement as shown hereon is hereby dedicated in perpetuity to the Blue Heron Shoppes Property Owners' Association, Inc., their successors and assigns, subject to Declaration of Easements, Covenants, Conditions and Restrictions recorded in Official Record Book 10118, Page 962, without recourse to the City of Riviera Beach.

ACKNOWLEDGEMENT

State of Florida
 County of Palm Beach

Before me personally appeared N. Kent Wilmering, who is personally known to me or has produced _____ as identification and who executed the foregoing instrument as Managing Partner of Blue Heron Partners, L.L.P., a Florida limited liability partnership, and severally acknowledged before me that he executed said instrument for the purposes expressed therein.

WITNESS my hand and official seal this _____ day of _____, 2002.

My Commission Expires: _____

Signature of Notary Public

My Commission Number: _____

Printed Name of Notary Public

IN WITNESS WHEREOF, the above-named corporation has caused these presents to be signed by its President and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this _____ day of _____, 2002.

Blue Heron Citgo, Inc., a Florida corporation

WITNESS: _____
 Printed Name

BY: _____
 Amale G. Saitoum, President

WITNESS: _____
 Printed Name

NOTARY PUBLIC

BLUE HERON SHOPPES

DESCRIPTION OF PARCEL "A", ACCORDING TO THE PLAT OF
 RECORDED IN PLAT BOOK 60, PAGE 168, PALM BEACH
 COUNTY, LYING IN SECTION 30, TOWNSHIP 42 SOUTH,
 RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA
 OCTOBER, 2002

SHEET 2 OF 3

REVIEWING SURVEYOR

On behalf of the City of Riviera Beach, the undersigned, a licensed professional surveyor and mapper, has reviewed this plat for conformity to Chapter 177, Part 1, Florida Statutes.

BY: _____ DATE: _____
 Stephen M. Gordon
 Professional Surveyor and Mapper
 State of Florida
 Certificate No. 5974

_____, who is personally known to me or has produced
 a true and correct copy of the foregoing instrument as
 presented to me, and severally acknowledged before me
 as a Notary Public for said corporation, and that the seal affixed to the
 instrument is the free act and deed of said corporation.

 day of _____, 2002.

 Signature of Notary Public

 Printed name of Notary Public

APPROVALS

City of Riviera Beach

State of Florida

County of Palm Beach

This plat is hereby approved for record this _____ day of _____, 2002.

BY: _____
 Michael D. Brown, Mayor

ATTEST:

 Carrie C. Ward, MMC
 City Clerk

CITY ENGINEER

This plat is hereby accepted for record this _____ day of _____, 2002.

BY: _____
 Lal John Samadi, P.E., City Engineer

_____, Attorney in the State of Florida, do hereby certify that I have examined
 the title to the property is vested to Blue Heron Partners, L.L.P.,
 a Florida corporation, that the current taxes have
 been paid and no other encumbrances are shown hereon;
 those encumbrances do not prohibit the creation of the subdivision

 Richard G. Cherny, Esquire
 Attorney-at-law licensed in Florida

NOTES

1. NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.
2. Building setbacks shall conform to the City of Riviera Beach Land Development Code.
3. Bearings shown hereon are based on the North line of Parcel "A", Plat of Wedgewood Centre, recorded in Plat Book 60, Page 168, Palm Beach County Public Records, which bears South 68° 21' 46" East and all other bearings are relative thereto.
4. This instrument prepared by:
 Craig L. Wallace
 Wallace Surveying Corporation
 901 Northpoint Parkway, Suite 117
 West Palm Beach, Florida 33407
 561/640-4551

_____, true and correct representation of a survey made
 by me, that said survey is accurate to the best of my
 knowledge and that all monuments (P.R.M.'s) have been placed as
 prepared under my supervision and direction and
 in accordance with Chapter 177, Florida Statutes, as amended,
 Florida.

DATE: _____

	RELIANCE	NOTARY	SURVEYOR	REVIEWING SURVEYOR	CITY OF RIVIERA BEACH

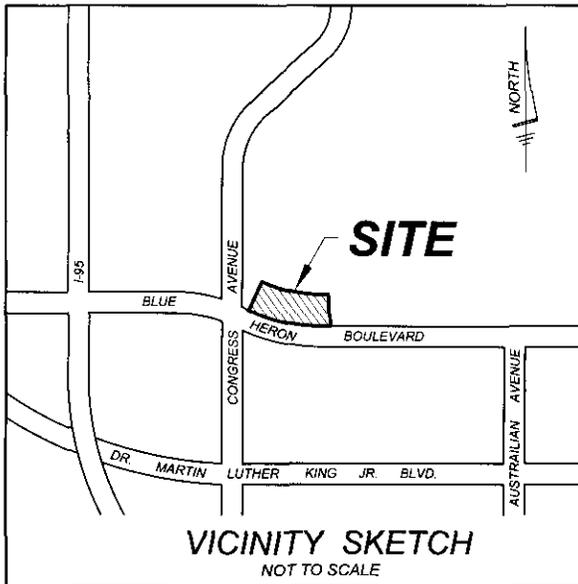
BLUE HERON SHOPPES

WALLACE SURVEYING
 CORP. LICENSED BUSINESS # 4586
801 NORTHPOINT PARKWAY, SUITE 117 WEST PALM BEACH, FLORIDA 33407 (561) 640-4551

FIELD:	JOB No.: 99-1118 "H"	F.B.:	PG.:
OFFICE: R.C.	DATE: OCT., 2002	DWG. No.: 99-1118-8	
C/K'D:	REF: 99-1118P ZAK	SHEET 2 OF 3	

BLUE H

BEING A REPLAT OF A PORTION OF
WEDGEWOOD CENTRE, AS SHOWN IN
COUNTY PUBLIC RECORDS BOOK 14322 AT PAGE
921 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
RANGE 43 EAST, CITY OF PALM BEACH, FLORIDA



MORTGAGEE'S CONSENT

State of _____
County of _____

The undersigned hereby certifies that it is the holder of a mortgage, upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 14322 at Page 921 of the Public Records of Palm Beach County, Florida, shall be subordinated to the dedication shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this _____ day of _____, 2002.

Termeula Valley Bank, N.A.

WITNESS: _____ BY: _____
Printed Name Printed Name, (title)

WITNESS: _____
Printed Name

ACKNOWLEDGEMENT

State of _____
County of _____

Before me personally appeared _____ who is personally known to me or has produced _____ as identification and who executed the foregoing instrument as _____ of Termeula Valley Bank, N.A., and severally acknowledged before me that he/she executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____ day of _____, 2002.

My Commission Expires: _____ Signature of Notary Public
My Commission Number: _____ Printed name of Notary Public

MORTGAGEE'S CONSENT

State of _____
County of _____

The undersigned hereby certifies that it is the holder of a mortgage, upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 14322 at Page 944 of the Public Records of Palm Beach County, Florida, shall be subordinated to the dedication shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its _____ and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this _____ day of _____, 2002.

Reliance Petroleum Company, Ltd.,
a Florida limited partnership

WITNESS: _____ BY: _____
Printed Name Printed Name, (title)

WITNESS: _____
Printed Name

ACKNOWLEDGEMENT

State of _____
County of _____

Before me personally appeared _____ as identification and who executed the foregoing instrument as the corporate seal of due and regular corporate authority, and the

WITNESS my hand and official seal this _____

My Commission Expires: _____

My Commission Number: _____

TITLE CERTIFICATION

State of Florida
County of Palm Beach

I, Richard G. Cherry, Esquire, a duly licensed and qualified professional surveyor, certify that the title to the hereon described property, that is a Florida limited liability partnership and Blue _____, has been paid; that all mortgages not satisfied or _____ and that there are encumbrances of record _____ depicted this plat.

Dated: _____

SURVEYOR'S CERTIFICATE

State of Florida
County of Palm Beach

This is to certify that the plat shown hereon _____ under my responsible direction and supervision and knowledge and belief, that Permanent Reference _____ required by law, and further, that the plat was _____ the survey data complies with all the requirements and ordinances of the City of Riviera Beach, Florida.

BY: _____
Craig L. Wallaca
Professional Surveyor and Mapper
Florida Certificate No. 3357

TEMECULA	NOTAR

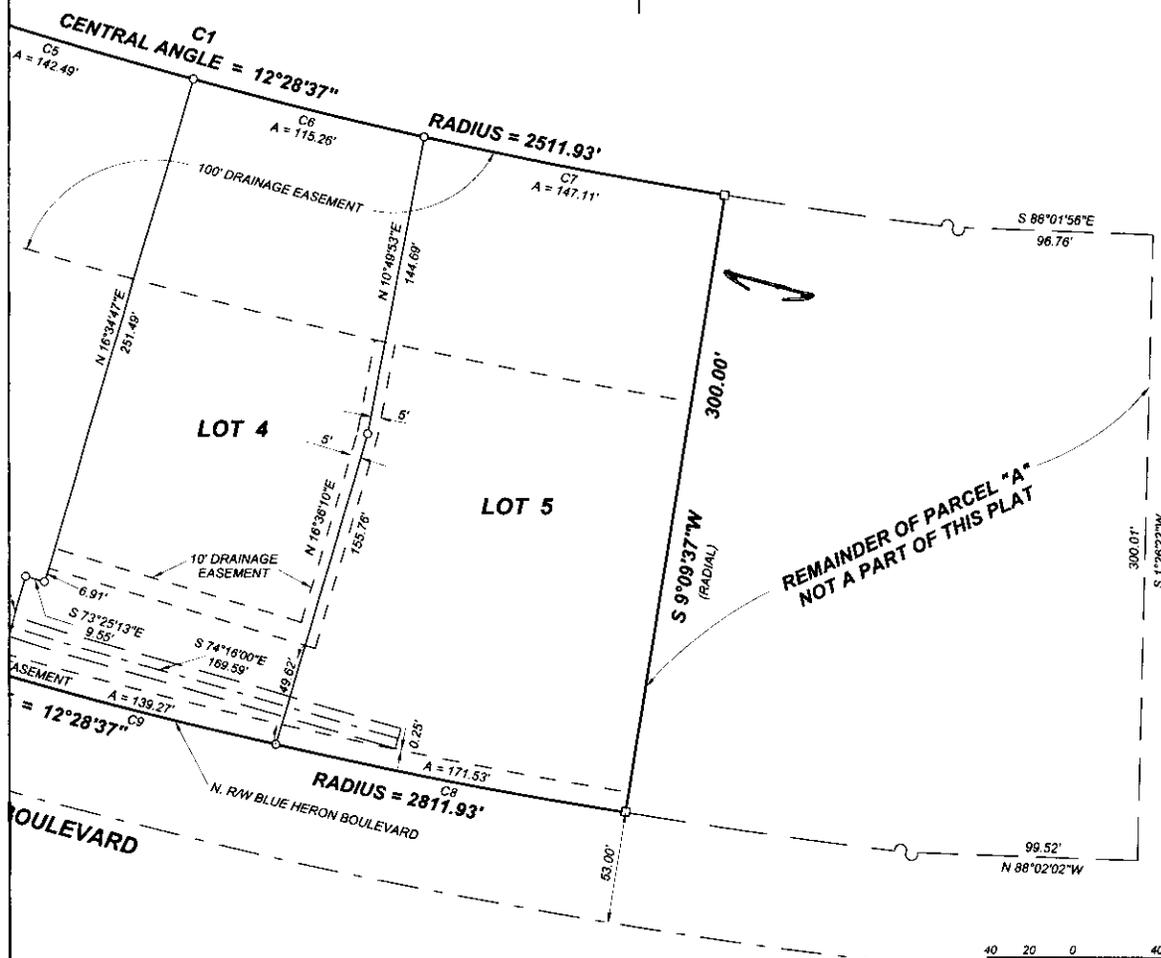
IRON SHOPPES

DIVISION OF PARCEL "A", ACCORDING TO THE PLAT OF
 RECORDED IN PLAT BOOK 60, PAGE 168, PALM BEACH
 COUNTY, LYING IN SECTION 30, TOWNSHIP 42 SOUTH,
 PALM BEACH COUNTY, FLORIDA
 OCTOBER, 2002

SHEET 3 OF 3

TRACT "A"
 WEDGEWOOD PLAZA
 (P.B. 56, PG. 72)

NORTH



Tangent	Chord	Chord Bearing
274.59	545.93	S 74°36'04.6"E
307.39	611.13	N 74°36'04.6"W
11.68	23.35	S 68°37'44.8"E
59.41	118.78	S 70°15'00.8"E
71.27	142.48	S 73°13'48.6"E
57.64	115.25	S 76°10'11.1"E
73.58	147.09	S 79°09'43.3"E
85.79	171.50	N 79°05'32.1"W
69.65	139.25	N 75°55'33.1"W
53.01	110.00	N 73°23'10.6"W
75.54	151.02	N 70°43'36.4"W
20.25	40.50	N 68°46'31.5"W

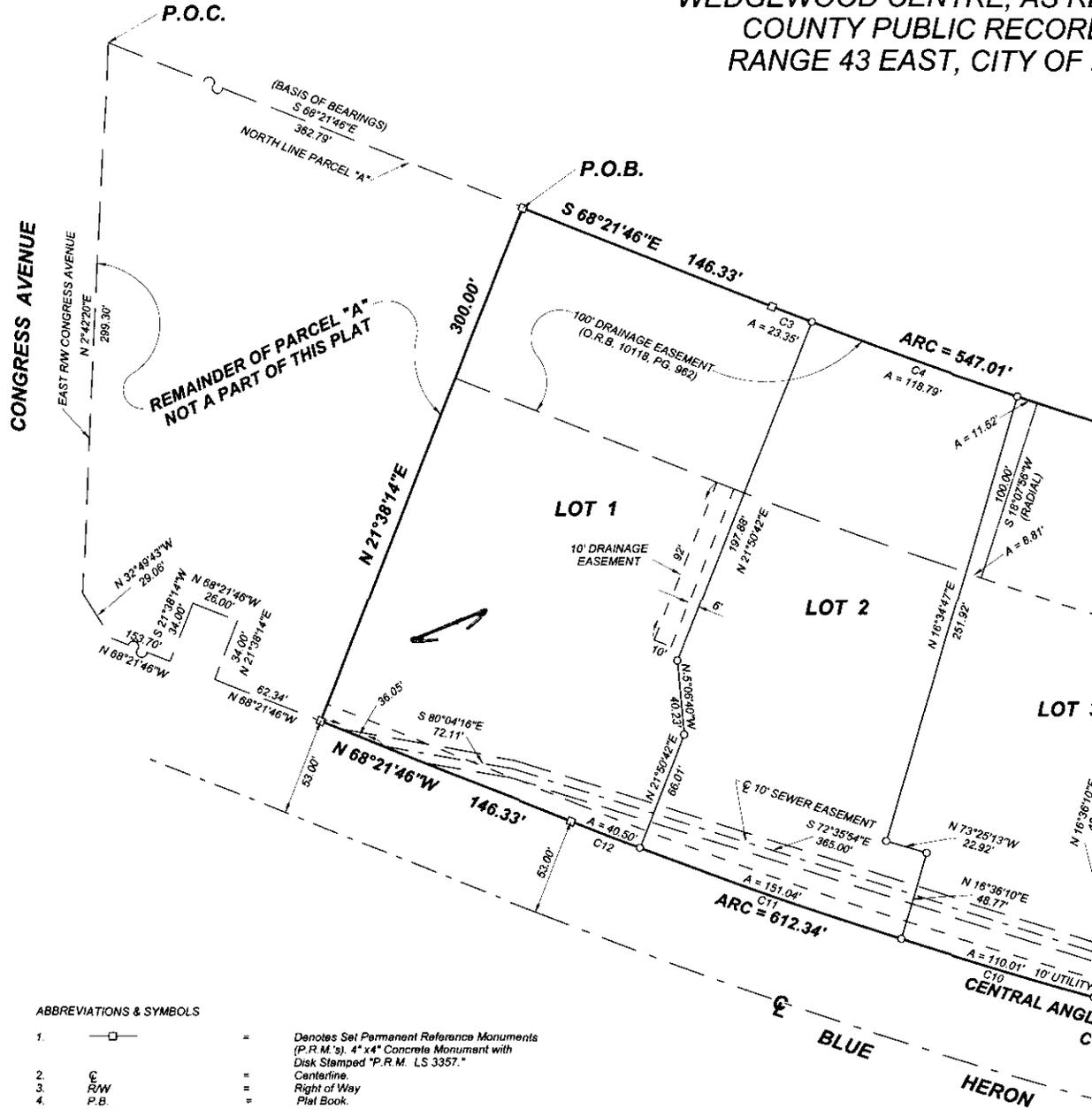
BLUE HERON SHOPPES

WALLACE SURVEYING
 CORP. LICENSED BUSINESS # 1486
901 NORTHPOINT PARKWAY SUITE 111, WEST PALM BEACH, FLORIDA 33411 (561) 845-4521

FIELD:	JOB No.: 99-1118 "H"	F.B.:	PG.:
OFFICE: R.C.	DATE: OCT., 2002	DWG. No.:	99-1118-8
C'KD:	REF: 99-1118P.ZAK	SHEET	3 OF 3

BLUE HE

BEING A REPLAT OF A PORTION OF
WEDGEWOOD CENTRE, AS RECORDED IN
COUNTY PUBLIC RECORDS, BOOK 10118, PAGE 962,
RANGE 43 EAST, CITY OF PALM BEACH COUNTY, FLORIDA.



ABBREVIATIONS & SYMBOLS

- | | | | |
|-----|---------|---|---|
| 1. | □ | = | Denotes Set Permanent Reference Monuments (P.R.M.'s). 4" x 4" Concrete Monument with Disk Stamped "P.R.M. LS 3357." |
| 2. | ⊕ | = | Centerline. |
| 3. | R/W | = | Right of Way |
| 4. | P.B. | = | Plat Book. |
| 5. | P.G.(S) | = | Pages. |
| 6. | SEC | = | Section. |
| 7. | TWP. | = | Township. |
| 8. | RGE | = | Range. |
| 9. | U.E. | = | Utility Easement. |
| 10. | D.E. | = | Drainage Easement. |
| 11. | D.B. | = | Deed Book. |
| 12. | A | = | Arc Length. |
| 13. | Δ | = | Central Angle. |
| 14. | R | = | Radius. |
| 15. | C.B. | = | Chord Bearing. |
| 16. | O.R.B. | = | Official Record Book. |
| 17. | R.P.B. | = | Road Plat Book. |
| 18. | L.A.E. | = | Limited Access Easement. |
| 19. | P.O.C. | = | Point of Commencement. |
| 20. | P.O.B. | = | Point of Beginning. |
| 21. | P.B.C. | = | Palm Beach County. |
| 22. | FND. | = | Found. |
| 23. | ESMT | = | Easement |
| 24. | N | = | Northing |
| 25. | E | = | Easting |
| 26. | ⊕ | = | Set Nail & Disk Stamped "P.R.M. LS 3357" |
| 27. | ⊙ | = | Set 5/8" Iron Rod & Cap Stamped "Wallace LB 4569". |

Curve	Delta Angle	Radius	Arc
1	12°28'37.3"	2511.93	547.01
2	12°28'37.3"	2511.93	612.34
3	0°31'57.5"	2511.93	23.35
4	2°42'34.7"	2511.93	118.79
5	3°15'00.8"	2511.93	142.49
6	2°37'44.3"	2511.93	115.26
7	3°21'20.0"	2511.93	147.11
8	3°29'42.4"	2511.93	171.53
9	2°50'15.6"	2511.93	139.27
10	2°14'29.4"	2511.93	110.01
11	3°04'39.0"	2511.93	151.04
12	0°49'30.9"	2511.93	40.50

RESOLUTION NO. 219-02

**A RESOLUTION OF THE CITY OF RIVIERA BEACH,
PALM BEACH COUNTY, FLORIDA, ESTABLISHING
A UTILITY TRANSFER FORMULA; PROVIDING AN
EFFECTIVE DATE AND FOR OTHER PURPOSES.**

WHEREAS, the City of Riviera Beach is committed to sound financial management; and

WHEREAS, the City of Riviera Beach owns and operates a water and waste facility; and

WHEREAS, a number of publicly owned utilities have instituted a transfer formula as a method of returning excess revenues generated to the citizens of their communities; and

WHEREAS, the City of Riviera Beach desires to establish a utility transfer formula, which will provide for the transfer of excess revenues to the general fund; and

WHEREAS, the transfer formula will also provide for an appropriate retention of funds for Utility's contingencies; and

WHEREAS, the establishment of a transfer formula establishes a sound fiscal policy providing for a return on the City's investment and provides for a stabilized reserve fund.

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

SECTION 1. For the purpose of this resolution, the following terms and definitions shall be utilized.

"Cost of Operation and Maintenance" is defined as the current expenses based on the accrual method of accounting for the operation, maintenance and repair of the System and its facilities, as calculated in accordance with generally accepted accounting principles.

"Gross Revenues" means all income or earnings derived by the City from the ownership, operation, leasing or use of the System, or any part thereof and any income from the investment of moneys in the funds and accounts created.

RESOLUTION NO. 219-02

-2-

"Impact Fees" means all capital expansion fees, improvement fees or other similar fees and charges separately imposed by the City as a nonuser capacity charge allocable to the cost of expanding, oversizing, separating or constructing of new additions to the System, regardless of whether such cost was incurred before or after the date of payment of such charge.

"Net Revenues" with respect to any period of time shall be the remainder of Gross Revenues excluding impact fees after deducting the cost of operation and maintenance; required deposits to debt service funds, replacement reserve funds, reserve funds and debt coverage requirements and other debt instrument requirements.

SECTION 2. Transfer Formula – Effective with the receipt of the City of Riviera Beach's Audited Financial Statements for the fiscal year 2001-02 the City may appropriate up to sixty-six and two-thirds percent (66 2/3%) of the Utility Department's Net Revenues to the City's General Operating Fund for general government purposes.

Effective October 1, 2004, and each year thereafter, the City shall appropriate up to sixty-six and two-thirds percent (66 2/3%) of the Utility Department's Net Revenues to the City's General Operating Fund for General Government purposes based on the City of Riviera Beach's prior year Audited Financial Statements.

The City Council has the right to reduce or eliminate this transfer as deemed necessary.

SECTION 3. Limitation on Transfer- At no time shall the amount transferred to the general fund by the transfer formula exceed 10% of gross revenues. No transfer to the General Fund shall be made that is in conflict with the provisions of the City's Bond Resolution, Resolution No. 134-94 as amended and Series 1997 Bonds from time to time.

SECTION 4. The Utility Department shall retain all annual Net Revenues not transferred to the General Fund pursuant to Section 2 in a special utility contingency fund for the benefit of the utility system.

SECTION 5. That this resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 2nd day of December, 2002.

APPROVED:

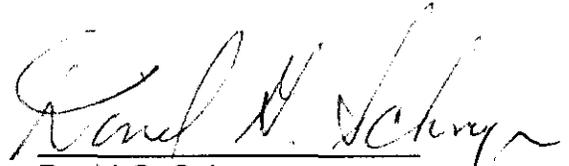


Michael D. Brown
MAYOR

[Municipal Seal]



Carrie E. Ward
Master Municipal Clerk
CITY CLERK



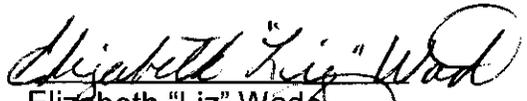
David G. Schnyer
CHAIRPERSON



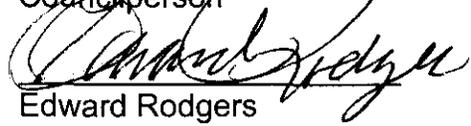
Sylvia L. Blue
CHAIRPERSON PRO TEM



Donald R. Wilson
Councilperson



Elizabeth "Liz" Wade
Councilperson

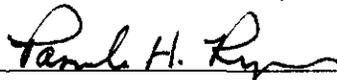


Edward Rodgers
Councilperson

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

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

Approved as to legal sufficiency:

By: 

Pamala H. Ryan, City Attorney

Date: 11/27/02

PDW:dpm (111802)

RESOLUTION NO. 220-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING AND APPROVING A BUDGET IN THE AMOUNT OF \$26,925 FOR THE DR. MARTIN LUTHER KING, JR. BATTLE OF THE BANDS 2003 ACTIVITIES AND AUTHORIZING THE TRANSFER OF \$1,925 FROM THE GENERAL FUND SPECIAL ACTIVITIES ACCOUNT #001-0203-519-0-5507 TO THE DR. MARTIN LUTHER KING, JR. 2003 BIRTHDAY OBSERVANCE BUDGET AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUNCOAST HIGH SCHOOL TO SPONSOR THE EVENT.

WHEREAS, the Dr. Martin Luther King, Jr. (MLK) committee has prepared and submitted to the City Council with the City Manager's approval the schedule of activities for the 2003 Dr. Martin Luther King, Jr. Birthday observance commencing January 10, 2003 and ending February 15, 2003, that included the renowned Bethune Cookman College Band (BCC) who will participate in the parade and the Battle of the Bands extravaganza; and

WHEREAS, the committee has had several strategic workshop sessions individually and with involved parties to ascertain the amount of monies needed to budget this affair so that the business of this event could be conducted on sound business principals and has determined the amount of \$26,925 is necessary to be raised to offset the budget; and

WHEREAS, the proceeds from this project will be used to offset costs of the Band and parade related expenses.

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

SECTION 1: The following appropriations are made for the operation of the Battle of the Bands 2003 activities:

<u>Revenues</u>		
130366907	MLK Donations	\$ 5,000
130347217	Band Ticket Sales	\$ 20,000
130381001	Transfer from General Fund	\$ 1,925
	Total	\$ 26,925

Expenditures

130-0817-572-0-3106	Professional Service	\$24,025
130-0817-572-0-4701	Printing and Binding	\$ 500
130-0817-572-0-5201	Operating Supplies	\$ 2,400
	Total	\$ 26,925

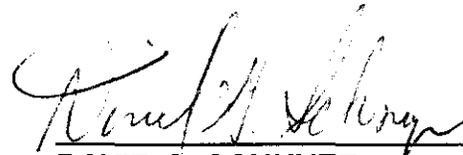
SECTION 2: That the Finance Director is hereby authorized to transfer \$1,925 from the General Fund Special Activities account #001-0203-519-0-5505 to the Donation Fund.

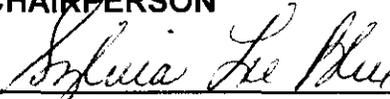
SECTION 3: The Mayor and City Clerk are authorized to enter into an agreement with Suncoast High School for the Sponsorship of the event.

PASSED and APPROVED this 2nd day of December 2002.

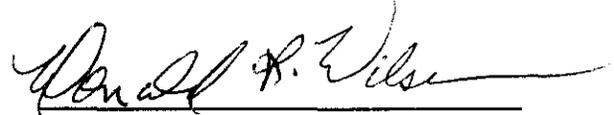
APPROVED:


MICHAEL D. BROWN, MAYOR

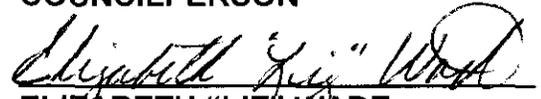

DAVID G. SCHNYER
CHAIRPERSON


SYLVIA LEE BLUE
CHAIR PRO-TEM

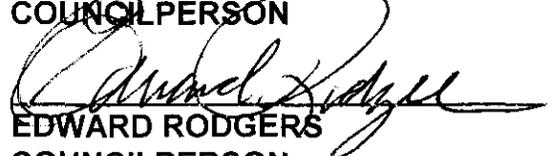
(MUNICIPAL SEAL)


DONALD R. WILSON
COUNCILPERSON

ATTEST:


ELIZABETH "LIZ" WADE
COUNCILPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


EDWARD RODGERS
COUNCILPERSON

PAGE 3

RESOLUTION NO: 220-02

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. King
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date: 11/27/02

CBS/ij/112602

AGREEMENT

This Agreement, made and entered into on this 2nd day of December, 2002 by and between The CITY of RIVIERA BEACH, hereinafter referred to as "City", and SUNCOAST HIGH SCHOOL BAND, hereinafter referred to as "Suncoast".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for the Martin Luther King Day Band Extravaganza. ("Event"), which shall be held on Saturday, January 11, 2003, at Suncoast's athletic field.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

City Agrees To:

1. Pay all expenses relating to the Bethune-Cookman Band's appearance.
2. Supply, at its sole cost and expense, lunches for all band members of all bands participating in the Event.
3. Provide and coordinate security at the event in conjunction with other police agencies.
4. Have printed, at its sole cost and expense, 6000 tickets sequentially numbered in a single batch. All such tickets shall be from the same printer.
5. Distribute lunches to Bethune-Cookman band members.
6. Conduct other activities as deemed necessary to facilitate the event.

Suncoast Agrees To:

7. Be solely responsible for recruiting and contracting with all bands, except for Bethune-Cookman (which shall be the sole responsibility of the City), for participation in the Event. Further, any expense associated with the appearance of such bands at the Event shall be borne by Suncoast unless otherwise provided for herein.
8. Provide ticket takers and sales operations starting at 3:00 p.m., January 11, 2003 and ending not earlier than one half hour before the end of the Event.
9. Control access to the Event with assistance from the City's security officers.
10. Distribute lunches to band members other than Bethune-Cookman which shall be distributed in accordance with Paragraph 5.
11. Supply, at its sole cost and expense, parking and concessions upon Suncoast property for which Suncoast shall receive all revenues generated by same. Suncoast agrees, in exchange for the exclusive right provided for in this Paragraph, that it shall, to the extent

permitted by law, indemnify and save harmless the City and assume all liability for any claims, losses, and/or causes of action which may arise from any negligent act or omission of Suncoast, its students, agents, servants, or employees which may result from the parking of said vehicles or sale of concessions as provided for herein. Nothing in this section shall be deemed to prohibit the City's sale of concessions upon property not otherwise owned or operated by Suncoast.

12. Provide liaison between the band members and the City's agents and representatives.

13. Provide for supervision at all times of band members while participating in the Event.

Both Parties Agree:

14. Tickets shall be sold for Eight NO/100 dollars (\$8.00) in advance (up to Friday, January 10th at 4:00PM) and Ten NO/100 dollars (\$10.00) thereafter and at the gate.

15. Persons obtaining said tickets shall be required to sign for same and will be responsible for the full value of the tickets signed for.

16. Each party shall be held accountable for the tickets sold and moneys collected and shall maintain ticket-tracking sheets to verify same.

17. Upon sale of such tickets, the selling party shall issue a receipt indicating the amount of the sale, such receipt to be kept separated from the above referenced ticket-tracking sheets.

18. No later than 4:00 p.m., Friday, January 10, 2003, each party shall provide an accounting with copies of all receipts and tracking-sheets for the tickets sold to the City's representative, Mr. Jeffrey Williams, Assistant Finance Director for Utility Billing, for purposes of reconciliation. In the event that there remains unsold tickets, said tickets will be turned over to Suncoast for sale at the gate. Suncoast's representative and Mr. Williams will execute a receipt indicating the number and the value of the remaining tickets given to Suncoast. Suncoast shall thereafter be held accountable for the tickets sold and moneys collected. Any tickets remaining unsold at the conclusion of the event shall be retained and accounted for as provided for in Paragraph 22.

19. To allow the other to audit the records of such sales.

20. Each party shall receive 50 VIP Badges at no charge to either.
21. To sell advance tickets by and through each party's respective facilities and personnel.
22. To allocate the ticket revenues as follows:
 - First priority: \$10,000 to Suncoast.
 - Second: \$20,000 to the City.
 - Third: \$10,000 to Suncoast.
 - Any additional: Split half and half between the City and Suncoast.

Notwithstanding anything contained within this Paragraph to the contrary, costs, expenses and revenues of the Event shall be borne by the parties as more fully set forth in Exhibit "A", attached hereto and incorporated herein by reference.

23. No later than Tuesday, January 14, 2003, each party shall provide an accounting with copies of all receipts and tracking-sheets for the tickets sold and deliver any tickets remaining unsold to Mr. Williams. Upon reconciliation of all relevant documentation, each party agrees that all revenues shall be disbursed in accordance with Section 21 and Exhibit "A" and shall cooperate in such disbursement.

24. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other; nor shall either party have any right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise in connection with this Agreement.

25. To the extent permitted by law, each party hereto, shall indemnify and save harmless and defend the other, 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 such party, its students, agents, servants, or employees in the performance of this Agreement. Nothing in this provision shall be construed as consent by the City or Suncoast to be sued; nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

27. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

29. Failure of either party to enforce or exercise any right under this Agreement shall not be deemed a waiver of the right to enforce or exercise said right at any time thereafter.

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

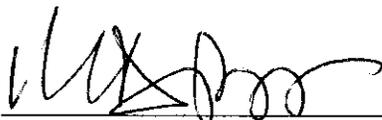
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AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

SUNCOAST HIGH SCHOOL BAND.

BY: 
MICHAEL D. BROWN
MAYOR

BY: 
NAME: Kay A. Carnes
TITLE: Principal

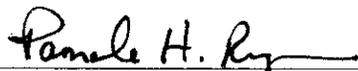
ATTEST:


CARRIE E. WARD, MMC
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: _____
DEPARTMENT DIRECTOR

DATE: 11/27/02

EXHIBIT "A"

MLK Band Extravaganza:	City of Riviera Beach's		Cost Estimate	Revenue Estimate
	Quantity	Price	Cost Detail	
Band Extravaganza				
Bethune-Cookman Band, hereinafter "BC".				
BC Payment to the Band	1	\$ 6,000	\$ (6,000)	
BC travel (busses)	1	9,000	(9,000)	
BC breakfast	300	\$ 5.25	(1,575)	
BC Lunch	300	6.00	(1,800)	
BC Dinner	300	5.50	(1,650)	
All bands' lunch	1000	4.00	(4,000)	
Security: Police Officers	20			
hours:4-8:00	4	80 man-hours		
cost:	80	30	(2,400)	
Ticket / Badges printing:			(500)	
			<u>\$ (26,925)</u>	
Extravaganza Revenue:				
Ticket Sales	2,000	\$ 10.00	20,000	
at 6,000 paid: possible:	4,000	\$ 8.00	32,000	
			<u>52,000</u>	<u>\$ 26,000</u>
			at one half for CRB=>	

MLK Band Extravaganza:	Suncoast Band's		Cost Estimate	Revenue Estimate
Cleanup:	10			
hours:8-10:00	2	20 man-hours		
cost:	20	30	(600)	
Ticket takers / gate:	10			
hours:3-7:00	4	40 man-hours		
cost:	40	20	(800)	
Lunch distribution:	4			
hours:3-7:00	4	16 man-hours		
cost:	16	20	(320)	
Admin costs band scheduling:		1		
hours:3-7:00	4	4 man-hours		
cost:	4	30	(120)	
			<u>\$ (1,720)</u>	
Ticket Sales: (at one half of above=>)				26,000
Parking:				500
Concessions:				<u>1,500</u>
				<u>\$ 28,000</u>

RESOLUTION NO. 221-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE OFF-SITE PARKING APPLICATION FROM THE SAILFISH MARINA, TO USE 50 PARKING SPACES LOCATED AT 2655 NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-580, of the City of Riviera Beach Code of Ordinances establishes that off-site valet parking may be allowed by petition to the City of Riviera Beach City Council from a business that is located within the Town of Palm Beach Shores; and,

WHEREAS, on December 19, 2001, the City Council approved the Sailfish Marina's application to use 50 parking spaces located at 2655 North Ocean Drive; and,

WHEREAS, the Sailfish Marina has requested to renew their off-site parking permission at the current location.

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

SECTION 1. The Off-Site Parking Renewal application is approved for one year beginning December 19, 2002 and expiring December 19, 2003.

SECTION 2. This resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 221-02
PAGE -2-

PASSED AND APPROVED this 18th day of December, 2002

APPROVED:

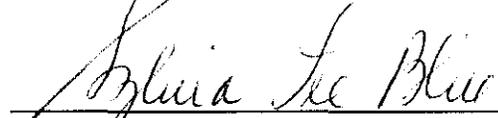


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

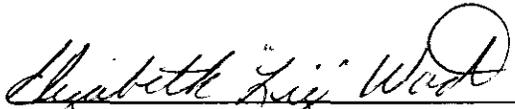


SYLVIA LEE BLUE,
CHAIR PRO-TEM

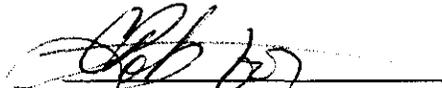


DONALD R. WILSON
COUNCILPERSON

ATTEST:



ELIZABETH "LIZ" WADE
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



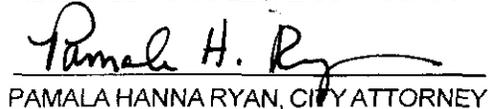
EDWARD RODGERS
COUNCILPERSON

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 SUFFICENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 12/10/02

RESOLUTION NO. 222-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RENEWAL OF THE OFF-SITE PARKING APPLICATION FROM THE PALM BEACH SHORES RESORT AND VACATION VILLAS, TO USE 40 PARKING SPACES LOCATED AT 2655 NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-580, of the City of Riviera Beach Code of Ordinances establishes that off-site valet parking may be allowed by petition to the City of Riviera Beach City Council from a business that is located within the Town of Palm Beach Shores; and,

WHEREAS, on December 19, 2001, the City Council approved the Palm Beach Shores Resort (formerly know as the Radisson) application to use 40 parking spaces located at 2655 North Ocean Drive; and,

WHEREAS, the Palm Beach Shores Resort has requested to renew their off-site parking application.

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

SECTION 1. The Off-Site Parking Renewal application is approved for one year beginning December 19, 2002 and expiring December 19, 2003.

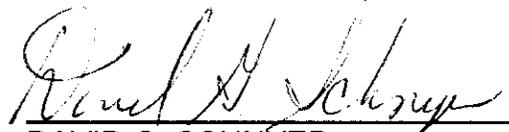
SECTION 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED this 18th day of December, 2002

APPROVED:

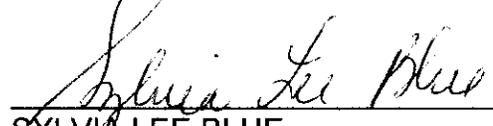


MICHAEL D. BROWN
MAYOR

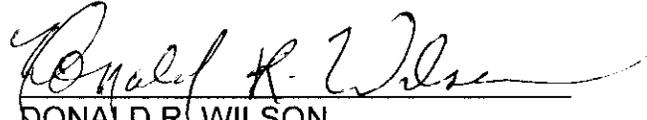


DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE,
CHAIR PRO-TEM

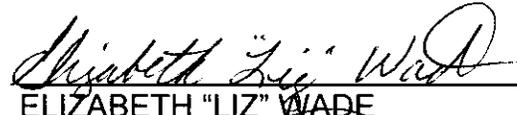


DONALD R. WILSON
COUNCILPERSON

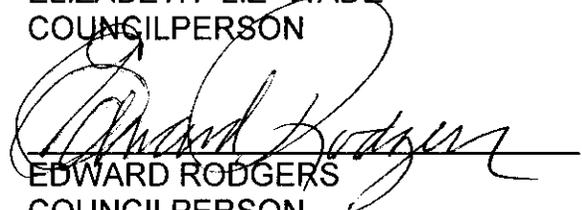
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

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 SUFFICENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 12/10/02

RESOLUTION NO. 224-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT, ON BEHALF OF THE CITY OF RIVIERA BEACH, AN APPLICATION TO PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR ROADWAY RECONSTRUCTION IN THE AMOUNT OF \$240,000 FOR FISCAL YEAR 2003-04.

WHEREAS, Palm Beach County receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the implementation and execution of certain activities and projects; and

WHEREAS, Palm Beach County is soliciting proposals for its community Development Block Grant Program for fiscal year 2003-04; and

WHEREAS, The City of Riviera Beach has entered into an interlocal agreement with Palm Beach County for implementation of community development projects; and

WHEREAS, The City of Riviera Beach has conducted a public meeting, obtained citizens input on community development projects and ranked those projects.

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

SECTION 1. That the City Council hereby approves the submission of an application to Palm Beach County for receiving Community Development Block Grant Funds for fiscal year 2003-04.

SECTION 2. That these funds be used for improving West 25th Street between Old Dixie Highway and Avenue M as identified under Northwest Neighborhood Strategy Area Phase IV.

SECTION 3. That this project shall be priority number one for funding consideration.

SECTION 4. That the City Manager is authorized to execute the application.

SECTION 5. That this resolution shall become effective upon its passage.

(The remainder of this page is intentionally left blank.)

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
COUNCILPERSON

IE E. Ward
IE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

Edward Rodgers
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 12/09/02

RESOLUTION NO. 225-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN APPLICATION FROM PAUL ANDREW EDWARDS, OWNER OF THE VINTAGE RESTAURANT & LOUNGE FOR A LIMITED EXTENDED HOURS LICENSE TO REMAIN OPEN UNTIL 5:00 A.M. ON WEEKENDS AND HOLIDAYS FOR PROPERTY LOCATED AT 84 EAST 30TH STREET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sec. 3-6(b), of the City of Riviera Beach Code of Ordinances establishes that any person, vendor or any place of business operating as a restaurant bar, hotel or motel bar, nightclub or show club in the City and duly and regularly licensed by the State to sell and dispense alcoholic beverages, wine or beer therein may apply for an extended hours license; and,

WHEREAS, Sec. 3-6(b)(1) of the City of Riviera Beach Code of Ordinances lists specific criteria for City Council consideration in making the decision to grant or deny a license; and

WHEREAS, Sec. 3-6(b)(1) requires that the City Council consider the following criteria:

- (a) The amount of off-street parking in relation to demands created by the extra hours of operation.
- (b) The amount and degree of law enforcement activities generated by the operation of any bar, hotel or motel bar, nightclub or show club, both outside and inside the particular location, with particular emphasis on the vandalism, noise, vehicular use of patrons and illegal activity of any kind by employees, patrons or others associated with the establishment;
- (c) The adverse effects, if any, that the extended hours of operation will have on neighboring properties and;
- (d) The establishment does not disturb the peace and quiet of the surrounding neighborhood.

WHEREAS, the City Council may grant or deny such extended hours license; and,

WHEREAS, such licenses shall expire on October 1st of each and every year; and,

WHEREAS, Paul Andrew Edwards, owner of the Vintage Restaurant & Lounge is requesting approval for a Limited Extended Hours License for his establishment located at 84 East 30th Street; and,

WHEREAS, Staff conducted an analysis of a Police Log Report of complaint calls generated from this business within a twelve-month period, as well as a review of the criteria listed in Section 3-6(b)(1) of the City's Code of Ordinances, and finds no negative evidence to deny the application for the extended hours license.

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

SECTION 1. That the City approves the request from Paul Andrew Edwards, owner of Vintage Restaurant & Lounge, for a Limited Extended Hours License for 2002-2003.

SECTION 2. That the City Council consider the following criteria listed in Sec. 3-6(b)(1) of the City of Riviera Beach Code of Ordinances in granting the limited extended hours license:

- (e) The amount of off-street parking in relation to demands created by the extra hours of operation.
- (f) The amount and degree of law enforcement activities generated by the operation of any bar, hotel or motel bar, nightclub or show club, both outside and inside the particular location, with particular emphasis on the vandalism, noise, vehicular use of patrons and illegal activity of any kind by employees, patrons or others associated with the establishment;
- (g) The adverse effects, if any, that the extended hours of operation will have on neighboring properties and;
- (h) The establishment does not disturb the peace and quiet of the surrounding neighborhood.

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

RESOLUTION NO. 225-02
PAGE -3-

PASSED AND APPROVED this _____ day of _____, 2002

APPROVED:



MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST

DONALD R. WILSON
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

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

REVIEWED AS TO LEGAL SUFFICIECY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 226-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY REGARDING SAND TRANSFER FROM THE MUNICIPAL BEACH FOR PURPOSES OF DUNE RESTORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County has an active shoreline protection program and has appropriated funds for dune enhancement and restoration; and

WHEREAS, the County desires to enhance the dune between the Waterglades Condominium and Capri Condominium within the City limits; and

WHEREAS, the County seeks City's approval to use the excess sand at the Municipal Beach for said dune restoration at no costs to the City for a period of one year.

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

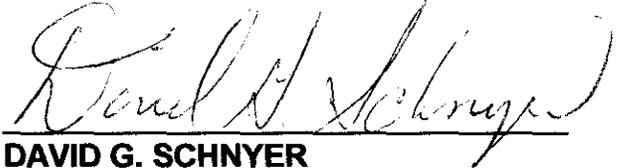
SECTION 1. The Mayor and City Clerk are authorized to execute the interlocal agreement.

SECTION 2. That this resolution shall take effect upon its passage.

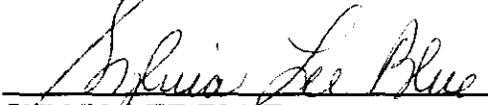
RESOLUTION NO. 226-02
PAGE

APPROVED:

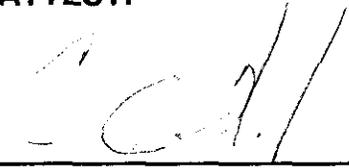

MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

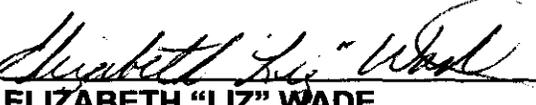
(MUNICIPAL SEAL)

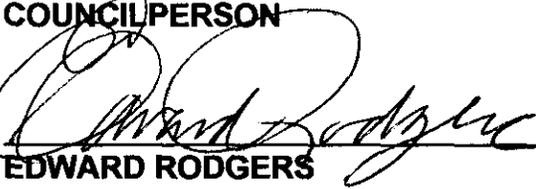

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:

 1/15/03
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DONALD R. WILSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: _____

R2003 0287

INTERLOCAL AGREEMENT

BETWEEN

THE COUNTY OF PALM BEACH

AND

THE CITY OF RIVIERA BEACH

THIS INTERLOCAL AGREEMENT, which is made and entered into on the _____ day of **FEB 25 2003**, 2002, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and the CITY OF RIVIERA BEACH, a municipal corporation in the State of Florida (the "City").

WITNESSETH:

WHEREAS, the City and County are authorized to enter into this agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners of the County is empowered to establish and administer programs of *conservation and to enter into agreements* with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the City is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the County has an active shoreline protection program for dune enhancement/restoration; and

WHEREAS, citizens of the City have sought participation by the City and County in the restoration of the dunes along Singer Island; and

WHEREAS, the County wishes to encourage coastal municipalities to protect and enhance their coastal environment; and

WHEREAS, the City desires to enhance Singer Island by restoring the values and functions of a native dune habitat, which includes improving the level of storm protection; and

WHEREAS, the City wishes to grant a license to the County to enhance the Singer Island sand dunes as set forth in this agreement; and

WHEREAS, the project has been conceptually approved by the Palm Beach County Department of Environmental Resources Management; and

WHEREAS, the County and City have mutually agreed to cooperate in a County project to restore and enhance the sand dunes on Singer Island.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. Purpose. The purpose of this interlocal agreement is to provide authorization from the City of Riviera Beach for the County to fulfill, in a responsive, efficient manner, the requests of Singer Island residents for coastal erosion control, specifically dune restoration and maintenance; to establish a borrow area westward of the Coastal

Construction Control Line (CCCL) at the City of Riviera Beach Municipal Beach; and to set forth the terms, conditions and obligations of each of the respective parties hereto.

2. Project Area. The Singer Island Shore Protection Project includes the area defined by the Florida Department of Environmental Protection (FDEP) as “critically eroded”, that area being between DNR Monuments R-60+500' (Waterglades Condominium) and R-69 (Oceantree Condominium) and as identified on the 2001 aerial cartographic map attached hereto and made part hereof as Exhibit A. The project shall include:

a. Regular mining of sand westward of the Coastal Construction Control Line from the City of Riviera Beach Municipal Beach as identified on the 2001 aerial cartographic map attached hereto and made part hereof as Exhibit B for the sole purpose of restoring and maintaining the sand dunes of Singer Island;

b. Excavating, truck hauling, placement and grading of sand on the dunes being restored;

c. Removal of exotic invasive plant species as necessary to restore the dunes; and

d. Revegetation of the dune area using native coastal plant species that encourage dune stabilization;

3. The Term/Termination. This contract shall be effective on the date of execution by all parties and shall terminate one (1) year from the effective date of this contract. However, both parties reserve the right to terminate the Agreement without cause upon sixty (60) days written notice to the other party.

4. Obligations of the City. The City shall allow the County to excavate sand from west of the Coastal Construction Control Line (CCCL) at Riviera Beach Municipal

Beach without financial remuneration. The City shall allow excavation to an elevation of no less than eight (8) feet NGVD (National Geodetic Vertical Datum).

5. Obligations of the County.

a. The County shall pay for all costs associated with the Project, including any clean-up costs associated with transporting the sand and vegetation.

b. The County shall design the Project and secure the necessary contracts to have the project accomplished.

c. The County at its sole cost and expense, shall obtain all approvals, including the approval for permits from the Florida Department of Environmental Protection for dune restoration at Singer Island and shall provide copies to the City.

d. The County's obligation to perform under this contract is expressly contingent upon the issuance of a permit from the State of Florida Department of Environmental Protection, Division of Beaches and Shores; appropriation of funding by the Board of County Commissioner, and the acquisition of easements from the property owners within the project limits.

e. Prior to beginning any excavation, removal, or re-vegetation, the County shall notify the City at least 20 days in advance that it intends to begin the project. The dates of excavation, removal, and/or re-vegetation must be approved by the City before work can begin; said approval will not be unnecessarily withheld.

6. Funding Contingency. County funds for dune restoration or shore protection projects in municipalities are contingent upon the full enforcement of Section 9.1, Palm Beach County Unified Land Development Code, or the adoption and enforcement of an equally stringent or more stringent ordinance by the municipality.

7. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other harmless from any liability arising from the negligence of its own agents and employees in connection with the performance of this contract. For purposes of liability, the City and County are covered by the provisions of Florida Statute Section 768.28 and this agreement shall not be deemed a waiver of sovereign immunity by either party.

8. Notices. All notices required under this contract shall be forwarded, in writing, to:

Board of County Commissioners
of Palm Beach County
Governmental Complex
301 N. Olive Avenue
West Palm Beach, FL 33401

City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

with a copy to:

Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, FL 33406

City Attorney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

County Attorney
Palm Beach County
P.O. Box 1989
West Palm Beach, FL 33401-1989

9. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

10. Legal Effect. This agreement shall not become binding and effective until approved by the respective governing bodies of the parties hereto, and filed with the

Clerk of the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida,
pursuant to Section 163.01(11), Florida Statutes.

11. Entirety of Agreement. The County and City agree that this contract, together with any exhibits attached hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

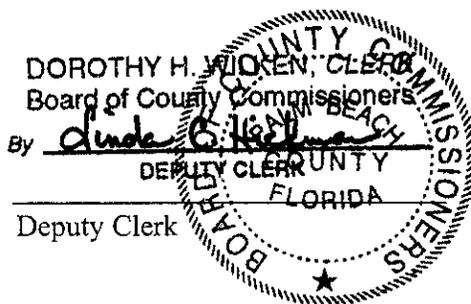
12. Enforcement Costs. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

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IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Riviera Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its City Clerk has caused this Agreement to be signed in its corporate name, date and year first above written.

R2003 0287

ATTEST:



PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: [Signature]
Karen T. Marcus, Chair

FEB 25 2003

ATTEST:

CITY OF RIVIERA BEACH, A
MUNICIPAL CORPORATION UNDER
THE LAWS OF THE STATE OF FLORIDA

By: [Signature] 1/14/03
City Clerk

By: [Signature]
Michael Brown, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
Riviera Beach Attorney

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Richard E. Walesky, Department Director

By: [Signature]
Mary McKinney, Director of Community Development

EXHIBIT "A"

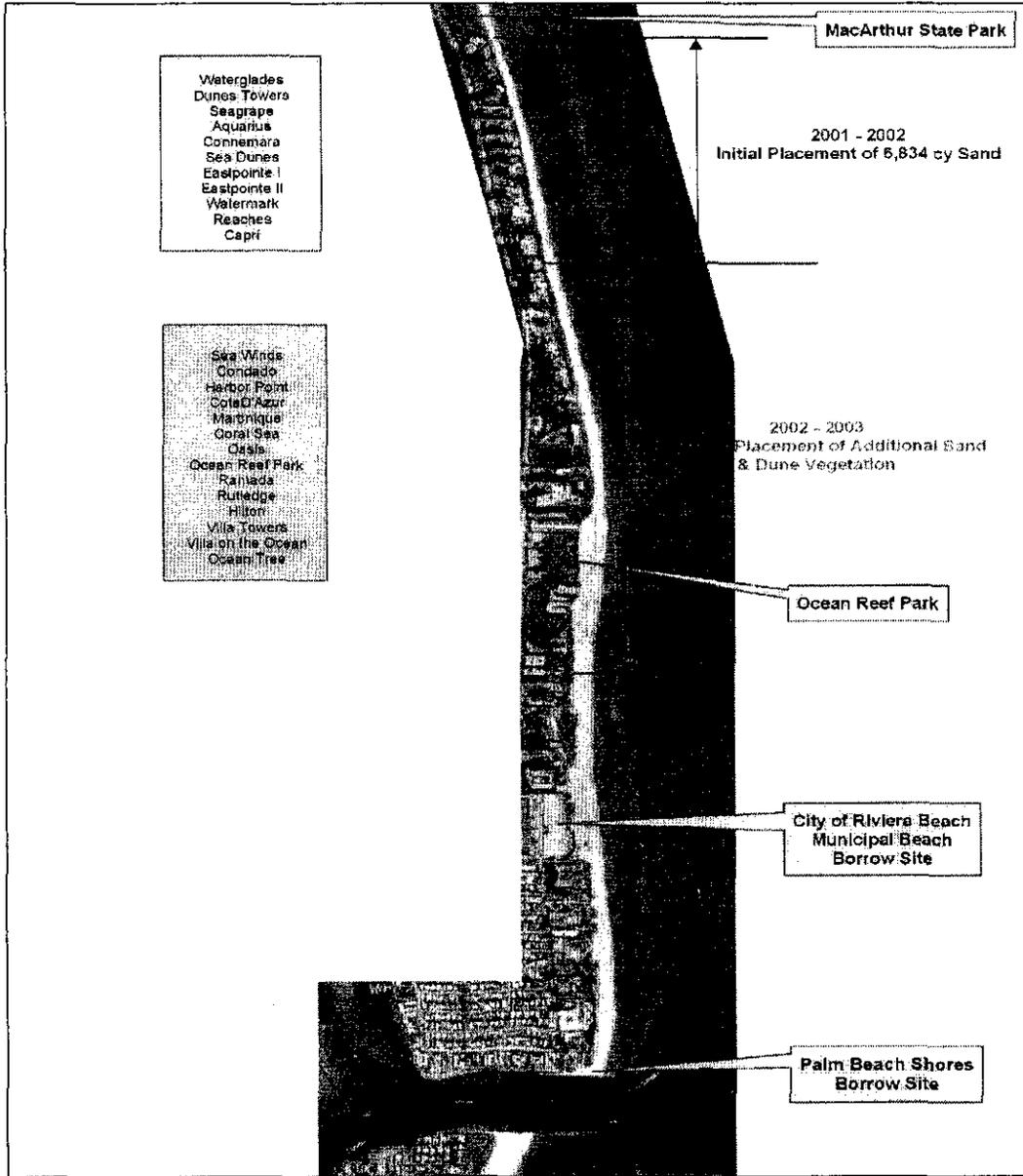
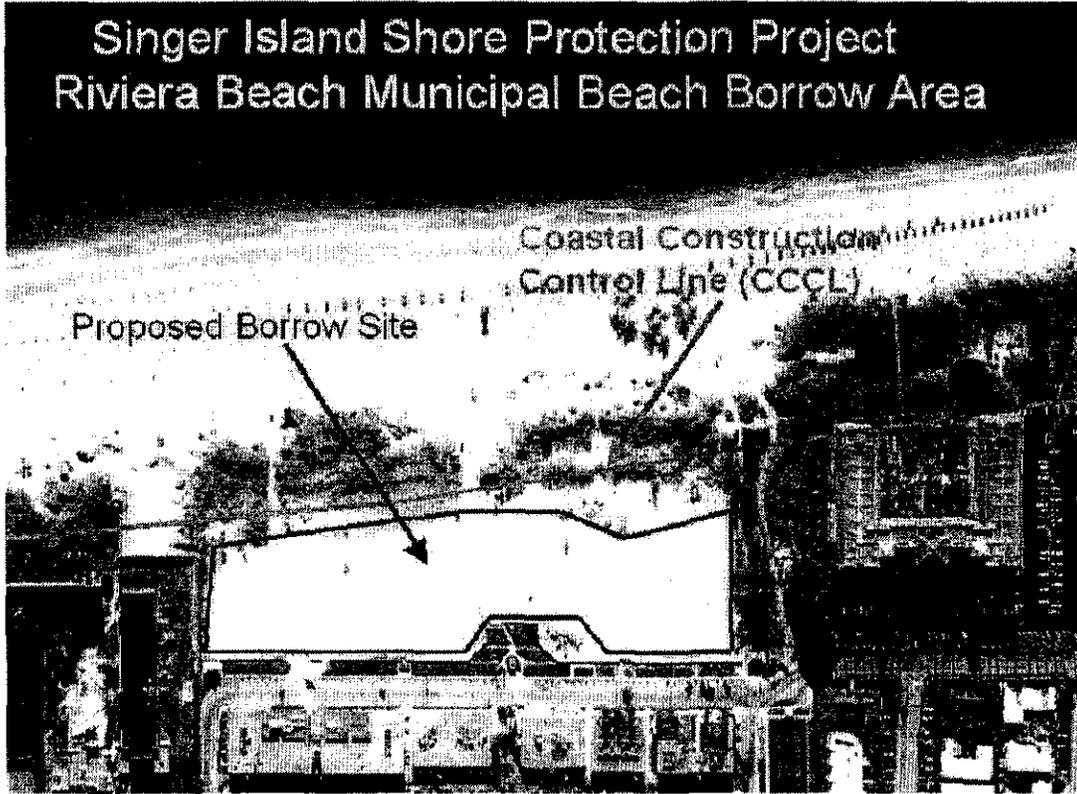


EXHIBIT "B"



RESOLUTION NO. 227-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$37,724.86 TO BEVERIDGE AND DIAMOND, P.C., FOR PROFESSIONAL LEGAL SERVICES RENDERED IN THE MATTER OF THE SOLITRON SITE UNDER ACCOUNT NO. 401-1417-536-0-3406.

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, the City continues to require the firm's expertise in dealing with the Honeywell, the EPA and other state and federal agencies; and

WHEREAS, City Council budgeted \$150,000 for such issues; and

WHEREAS, staff is requesting the City Council to authorize the Mayor and Finance Director to make payment in the amount of \$37,724.86 to Beveridge and Diamond for professional legal fees.

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

Section 1. That the City Council authorizes payment in the amount of \$37,724.86 to Beveridge and Diamond, P.C. for professional legal fees.

Section 2. The Mayor and Finance Director are authorized to make payment for same under Account No. 401-1417-536-0-3406.

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

PASSED and ADOPTED this 18th day of December, 2002.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN
MAYOR

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

Sylvia Lee Blue
SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST

Donald R. Wilson
DONALD R. WILSON
COUNCILPERSON

(MUNICIPAL SEAL)

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

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

Edward Rodgers
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER out

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL
SUFFICIENCY

Kellie Killebrew
KELLIE KILLEBREW
ASSISTANT CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 12/18/02

MEM:mem
12/16/02