

RESOLUTION NO. 4J 0J

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING A FLORIDA DEPARTMENT OF REVENUE SETTLEMENT OFFER FOR PAYMENT OF BACK TAXES.

WHEREAS, an audit performed by the Sate of Florida Department of Revenue (Department) determined that the City was delinquent in the payment of certain back taxes; and

WHEREAS, upon notification of the delinquent taxes, the City made payment in a timely manner, but disputed the interest charges and penalties; and

WHEREAS, after reviewing the City's request, the Department has agreed to eliminate all penalty charges and has reduced the interest costs; and

WHEREAS, the interest charges are considered reasonable because the City had the use of the funds for a long period of time.

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

SECTION 1. That the Finance Director is hereby authorized to disperse a total of \$38,944.10 to the Florida Department of Revenue, with payment to come from the Marina Contingency account in the amount of \$28,616.96 and the General Fund Contingency account in the amount of \$10,327.14.

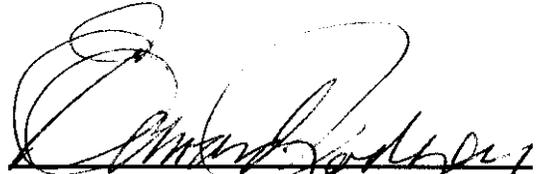
SECTION 2. That the Mayor and City Clerk are hereby authorized to execute the appropriate Closing Agreements to resolve these issues.

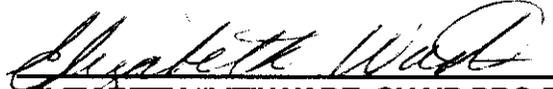
SECTION 3. This resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 21st day of March, 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRMAN

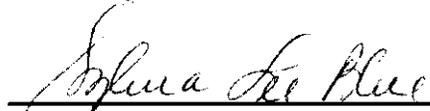
  
ELIZABETH "LIZ" WADE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

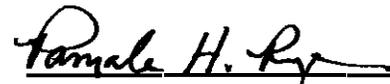
  
SYLVIA LEE BLUE,  
  
DAVID G. SCHNYER  
COUNCILMEMBERS

MOTIONED BY: S. BLUE

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: E. WADE

E. RODGERS AYE

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

E. WADE AYE

D. WILSON AYE

DATE: 3/14/05

S. BLUE AYE

D. SCHNYER AYE

RESOLUTION NO. 42-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND R.C.T. ENGINEERING, INC. CONSULTING ENGINEERING FIRM OF WEST PALM BEACH, FLORIDA, TO PROVIDE GENERAL PROFESSIONAL ENGINEERING SERVICES FOR WATER TREATMENT, DISTRIBUTION, SEWER COLLECTION PLANNING AND DESIGN SERVICES.

WHEREAS, on May 28, 2000, the City of Riviera Beach advertised for proposals from qualified engineering firms to provide general professional engineering services for Water Treatment, Distribution, Sewer Collection Planning and Design Services; and

WHEREAS, a review committee found that R.C.T. Engineering, Inc. was the recommended firm; and

WHEREAS, on November 15, 2000, via Resolution #195-00, the City Council authorized staff to negotiate an agreement with the firm of R.C.T. Engineering, Inc.

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 agreement between the City of Riviera Beach and R.C.T. Engineering, Inc. Consulting Engineering Firm is approved.

Section 2: That the Mayor and City Clerk are authorized to execute the Agreement.

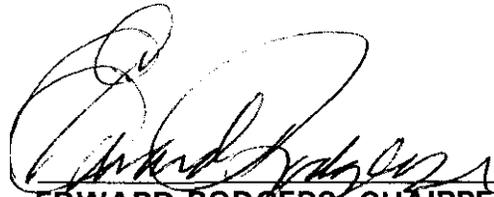
Section 3: That a copy of the contract between R.C.T. Engineering, Inc. and the City of Riviera Beach shall be attached hereto and made a part of this resolution.

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

PASSED AND ADOPTED THIS 21st DAY OF ~~MARCH~~ FEBRUARY, 2001.

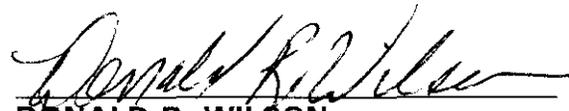
APPROVED:

  
MICHAEL D. BROWN, MAYOR

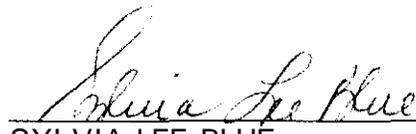
  
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

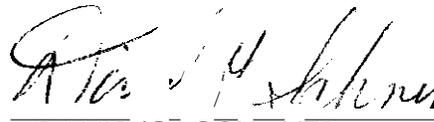
  
ELIZABETH "LIZ" WADE  
CHAIRPERSON PRO-TEM

  
DONALD R. WILSON

ATTE T:

  
SYLVIA LEE BLUE

  
CARRIE E. WARD, CMC AAE  
CITY CLERK

  
DAVID/G. SCHYER  
COUNCIL MEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: D. SCHNYER

E. RODGERS AYE

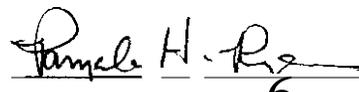
E. WADE AYE

D. WILSON AYE

S. BLUE AYE

D.SCHNYER AYE

REVIEWED AS TD LEGAL  
SUFFICIENCY

  
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DATE: 2/15/01

## AGREEMENT FOR GENERAL ENGINEERING SERVICES

This AGREEMENT is made as of this \_\_\_ day of \_\_\_\_\_, 2001 by and between the CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida, whose address is 600 W. Blue Heron Blvd, Riviera Beach, Florida 33404, hereinafter referred to as the "CITY" and R.C.T. ENGINEERING, INC. authorized to transact business in the State of Florida, whose address is 701 Northpoint Parkway, Ste. 205; West Palm Beach, FL 33407, hereinafter referred to as the ENGINEER. In consideration of the mutual promises contained herein, the "CITY" and ENGINEER agree as follows:

### SECTION 1 - BASIC SERVICES OF ENGINEER

#### LI General

1.1.1 ENGINEER agrees to provide the "CITY" professional engineering services for, Planning and Design Services for the Utilities Department Jurisdictions in pursuant to this Agreement and specific task assignments approved by the City. These services will include serving as the "CITY" professional engineering representative for different projects, providing engineering consultation and advice therefor and furnishing customary environmental, structural, civil, electrical, mechanical engineering, surveying services, architectural services and other incidentals thereto.

1.1.2 The services of this Agreement will be a series of separate individual tasks or projects, as more particularly described below. Task assignments will be subject to scope definition and determination of the level of effort on a task-by-task basis. During the term of this Agreement, the "CITY" may require engineering services that are expected to be more extensive in scope or of a different nature than that described in this Section. In such an event, the "CITY" may, at its sole discretion, obtain said services in accordance with the City's Ordinance 24-12 and the State of Florida Consultants' Competitive Negotiation Act. If so, it is mutually understood that the relationship between ENGINEER and the "CITY" under this Agreement shall be considered as neither barring ENGINEER from, nor granting special consideration to, the ENGINEER in the selection process for a consultant to provide such additional services.

1.1.3 Each task to be performed under this Agreement shall be assigned to

ENGINEER for accomplishment by separate written authorization. For each task, "CITY" shall request ENGINEER to develop a scope of services and an estimate of cost, for CITY'S review, including MBE goal setting, as more particularly set forth in paragraph 7.5.1. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or guaranteed maximum price arrived at in accordance with Section 5 of this Agreement), "CITY" shall issue a Notice to Proceed for each assigned task after approval by City Council. If the authorization for a "Services During Bidding and Construction" task specifies that the ENGINEER shall provide Resident Services, then the authorization also will indicate specific duties, responsibilities, and limitations on the authority of the Resident Project Representative and assistants.

1.1.4 The project under which work authorizations may be assigned to ENGINEER under this Agreement is:

1.1.4.1 The planning, design, permitting, bidding, construction and consulting services associated with water and wastewater, planning and design services for the Utilities Department Jurisdiction.

## 1.2 Study and Report Phase

If identified in an approved consultant services authorization and after written authorization to proceed, ENGINEER shall:

1.2.1 Consult with "CITY" to clarify and define CITY OF RIVIERA BEACH UTILITIES DEPARTMENT'S requirements for each Project or task and review available data.

1.2.2 Advise CITY OF RIVIERA BEACH UTILITIES DEPARTMENT as to the necessity of CITY OF RIVIERA BEACH UTILITIES DEPARTMENT providing or obtaining from others data or services of the types described in paragraph 3.3, and assist CITY OF RIVIERA BEACH UTILITIES DEPARTMENT in obtaining such data and services.

1.2.3 Provide analyses of CITY OF RIVIERA BEACH UTILITIES DEPARTMENT'S needs, surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4 Provide a general economic analysis of CITY OF RIVIERA BEACH UTILITIES

DEPARTMENT'S requirements applicable to various alternatives.

1.2.5 Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to CITY OF RIVIERA BEACH UTILITIES DEPARTMENT and setting forth ENGINEER'S findings and recommendations. This report will be accompanied by ENGINEER'S opinion of probable costs for the Project, including the following which will be separately itemized: Construction cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by CITY OF RIVIERA BEACH UTILITIES DEPARTMENT) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for Owner pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs" .

1.2.6 Furnish five (5) copies of the Study and Report documents and review them in person with the CITY OF RIVIERA BEACH UTILITIES DEPARTMENT.

1.2.7 After acceptance by the CITY OF RIVIERA BEACH UTILITIES DEPARTMENT of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by the CITY OF RIVIERA BEACH UTILITIES DEPARTMENT, and upon written authorization from CITY COUNCIL, ENGINEER shall proceed with the performance design documents and a revised opinion of probable Total Project Costs within the stipulated period indicated in each work authorization.

### 1.3 Preliminary Design Phase

If identified in an approved Consultant Services Authorization and after written authorization to proceed with Preliminary Design Phase, R.C.T. ENGINEERING, INC. shall:

1.3.1 In consultation with CITY OF RIVIERA BEACH UTILITIES DEPARTMENT and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria,

preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3 Advise CITY OF RIVIERA BEACH UTILITIES DEPARTMENT if additional data or services of the types described in paragraph 3.4 are necessary and assist CITY OF RIVIERA BEACH UTILITIES DEPARTMENT in obtaining such data and services.

1.3.4 Based on the information contained in their preliminary design documents, submit a revised Opinion of probable Total Project Costs.

1.3.5 Furnish five (5) copies of the above Preliminary Design documents and present and review them in person with CITY OF RIVIERA BEACH UTILITIES DEPARTMENT.

#### 1.4 Final Design Phase

If identified in an approved consultant services authorization and after written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the contract documents final drawings to show specific scope, extent and character of the work to be furnished and performed by contractor(s) (hereinafter called "drawings") and specifications (which will be prepared in conformance with the sixteen division format of the Construction Specification Institute).

1.4.2 Provide technical criteria, written descriptions and design data for the CITY OF RIVIERA BEACH UTILITIES DEPARTMENT's use in filing applications for permits without obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist CITY OF RIVIERA BEACH UTILITIES DEPARTMENT in consultations with appropriate authorities.

1.4.3 Advise CITY OF RIVIERA BEACH UTILITIES DEPARTMENT of any adjustments to the latest opinion of probable Total Project Costs caused by change in general scope, extent or character or design requirements of the Project or construction costs. Furnish to CITY OF RIVIERA BEACH UTILITIES DEPARTMENT a revised opinion of probable Total Project Costs based on the drawings and specifications.

1.4.4 Prepare for review and approval by "CITY", its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and

where appropriate bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee) and assist in the preparation of other related documents.

1.4.5 Furnish five (5) signed and sealed copies of the above documents and of title drawings and specifications and after final review by CITY OF RIVIERA BEACH UTILITIES DEPARTMENT.

#### 1.5 Bidding or Negotiating Phase

If identified in an approved consultant services authorization and after written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1 Assist "CITY" in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to show bidding documents have been issued, attend pre-bid conferences and receive and process payment for bidding documents.

1.5.2 Issue addenda, written clarifications of additional instructions, as appropriate to interpret, clarify or expand the bidding documents.

1.5.3 Consult with and advise "CITY" as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (s) (herein called "contractor (s)" for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.4 Attend the bid opening, prepare bid tabulation sheets and assist "CITY" in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5.5 Review of bids and submittal of written recommendation concerning Contract Award.

## 1.6 Construction Administration Phase

If identified in an approved Consultant Services Authorization and after receipt of written approval to proceed with construction the Engineer shall:

### 1.6.1 General Administration of Construction Contract

R.C.T. ENGINEERING, INC. shall provide general administration of the construction control and shall consult with and advise the "CITY" and act as "CITY'S OWNERS" representative. All of "CITY'S" instructions to contractors will be issued through ENGINEER who will have authority to act on behalf of "CITY" within the limits of the contract documents except as otherwise provided in writing.

1.6.2 Visits to Site and Observation and Inspection of Construction - In connection with observations and inspection of the work of contractors while it is in progress:

1.6.2.1 ENGINEER shall make visits to the site at intervals appropriate to the various stages of constructions as ENGINEER deems necessary in order to observe and to inspect as an experienced and qualified design professional the progress and quality of the various aspects of contractors' work. In addition, ENGINEER shall, if requested in writing by "CITY", provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation and inspection of such work. Based on information obtained during such visits and on such observations and inspections of ENGINEER shall determine if such work is proceeding in accordance with the contract documents and ENGINEER shall keep CITY OF RIVIERA BEACH UTILITIES DEPARTMENT informed of the progress of the work.

1.6.2.2 The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) shall be established on a task-by-task basis as needed.

1.6.2.3 The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to carry out the duties and responsibilities assigned to and undertaken by ENGINEER

during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide the "CITY" a degree of confidence that the completed work of contractor (s) will conform to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by contractors. On the other hand, ENGINEER shall not, during such visits or as a result of such observations and inspections of contractor(s)' work in progress, supervise, direct or have control over contractor(s), work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractors, for safety precautions and programs incident to the work of contractors or for any failure of contractors to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s), failure to furnish and perform their work in accordance with the contract documents.

1.6.3 Defective Work - During such visits and on the basis of such observations, ENGINEER may disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed project that conforms to the contract documents or that it will prejudice the integrity of the design concept of the project as reflected in the contract documents.

1.6.4 Interpretations and Clarifications - ENGINEER shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5 Shop Drawings - ENGINEER shall review and approve (or take other appropriate action with respect to) shop drawing (as that term is defined in the aforesaid Standard General Conditions), samples and other data which contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6 Substitutes - ENGINEER shall evaluate and determine the acceptability of

substitute materials and equipment proposed by contractor(s).

1.6.7 Inspections and Tests - ENGINEER shall have authority, as "CITY'S" representative, to require special inspection of testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the contract documents (but only to determine generally that their content complies with the requirements of and the results certified indicate compliance with the contract documents).

1.6.8 Applications for Payment - Based on ENGINEER'S on site observations and inspections as an experienced and qualified design professional or on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules.

1.6.8.1 ENGINEER shall determine the amounts owing to contractor(s) and to owner for his final approval, recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the "CITY" based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the contract documents. In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).

1.6.9 Contractor(s) Completion Documents - ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals which are to be assembled by contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the contract documents) and shall transmit them to "CITY" with written comments.

1.6.10 Inspections - ENGINEER shall conduct inspections to determine if the work is substantially complete as defined by the American Society of Civil Engineers (ASCE) and a final inspection to determine if the completed and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in

writing, final payment to contractor(s) and may give written notice to "CITY" and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9

## SECTION 2- ADDITIONAL SERVICES OF ENGINEER

### 2.1 Services Requiring Authorization in Advance

If authorized in writing by "CITY" and not included in basic services ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.13, inclusive

2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size and complexity and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in law, rules, regulation, ordinances, codes or orders enacted, subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.2 Providing models or renderings for "CITY'S" use.

2.1.3 Preparing to serve or serving as a consultant or witness for "CITY" in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2 or in situations where ENGINEER may be responsible due to competencies, errors, omissions or fraud.

2.1.4 Additional services in connection with the Project, including services, which are to be furnished by "CITY" in accordance with Article 3 and services not otherwise, provided for in this Agreement.

### SECTION 3 - THE "CITY'S" RESPONSIBILITIES

The "CITY" shall provide the following to the ENGINEER:

3.1 Designate, in writing, The Utilities Department's Designee to act as "CITY" representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Utilities Department's policies and decisions with respect to ENGINEER's services for the Project.

3.2 As requested in writing by Engineer provide all criteria and full information as to Utilities Department's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations and furnish copies of all design and construction standards which the Utilities Department will require to be included in the drawings and specifications.

3.3 Assist ENGINEER by placing at ENGINEER's disposal all possible available information pertinent to the Project and other data relative to design or construction of the Project.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this agreement.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services or ENGINEER.

3.6 In conjunction with ENGINEER, seek approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, the "CITY'S" designee will designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.8 Attend pre-bid conference, bid opening, preconstruction conferences and other substantial completion inspections and final payment inspections.

3.9 Give prompt written notice to ENGINEER whenever "CITY" observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-compliance in the work of any contractor.

3.10 Furnish, or direct ENGINEER to provide, Additional services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.11 Bear all costs incident to compliance with the requirements of this Section 3

3.12 Approval by the Utilities Department shall not constitute nor be deemed a release of the responsibility and liability of the ENGINEER, its employees, subcontractors, agents and subconsultants for the accuracy and competency of their designs, working drawings, specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the "CITY" for a defect or omission in designs, working drawings, and specifications or other documents prepared by the ENGINEER, its employees, subcontractors, agents and subconsultants. However, the ENGINEER shall be entitled to rely upon the accuracy and validity of decisions made by the CITY.

#### SECTION 4" PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Agreement and continue for a period of two (2) years unless otherwise terminated as provided herein or until completion of all outstanding Service Authorizations issued within the period of the contract, unless terminated as otherwise provided herein. At the option of the "CITY", the Agreement may be renewed for three (3) additional one (1) year periods.

4.2 All rates, measures and amounts of compensation provided herein may be subject to equitable adjustment upon the mutual agreement of the parties at the conclusion of the initial two (2) year term and prior to any three (3) year contract extensions that may be granted.

#### SECTION 5" PAYMENTS TO ENGINEER

5.1 For conducting engineering studies, preparing engineering reports and the services listed under paragraph 1.2 the "CITY" agrees to pay the ENGINEER a fee based

on "Payroll Cost times a Factor". The amount will be based on payroll costs times a factor of 2.8 for services rendered by principals and employees assigned to the Project.

5.2 For services enumerated herein under paragraph 1.3 Preliminary Design Phase, 1.4 Final Design Phase, and paragraph 1.5, Bidding and Construction Phase and subject to specific authorization in writing by the CITY, the CITY agrees to pay and the ENGINEER agrees to accept as full compensation thereof, fees equal to the percentage of the aggregate costs of construction of the Project, authorized under one program and to be processed simultaneously as follows:

- (a) Construction Costs Less Than \$200,000 - The Design and Construction Phase Fee shall be as outlined in paragraph 5.1 above.
- (b) Construction Cost Greater Than \$200,000 - The Design and Construction Phase Fee shall be based on a percentage of the construction costs as mutually agreed upon. The Florida Institute of Consulting Engineers' "Guide for the Selection, Negotiation, and Compensation Professional Engineering Service Contracts, current edition to be used as a guide in determining such as fees.

5.3 For services enumerated herein under Section 2.1 Additional Services of ENGINEER, the "CITY" agrees to pay and the Engineer agrees to accept as full compensation a fee based on " Payroll Costs Times a Factor".

(a) Where supplementary services are of a nature so as to be performed by personnel assigned to established offices of the ENGINEER: The ENGINEER will receive as compensation payroll costs times a factor of 2.8 to provide for general overhead and profit, plus the actual cost of reimbursable expense as (defined in Section 5.6. I).

(b) Where supplementary services are performed in connection with administering subcontracts for soil borings, aerial surveys, laboratory testing, and the like, the ENGINEER will receive compensation on the basis of actual cost of these services times a factor of 1.1 to provide for applicable general overhead.

5.4 For services enumerated herein under Section 1.6.2.2 - Resident Project

5.4 For services enumerated herein under Section 1.6.2.2 - Resident Project Representative Services During Construction, the CITY agrees to pay and the ENGINEER agrees to accept a fee based on lump sum payment as agreed upon and prior to commencement of construction contract.

5.5 Times of Payment.

5.5.1 The ENGINEER shall submit monthly statements for Additional Services rendered and for reimbursable expenses incurred. ENGINEER'S statements shall reflect amounts billed to date along with estimates of remaining costs to be incurred. These monthly statements will be based upon ENGINEER'S payroll costs time factor of 2.8. "CITY" shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.5.2 When a percentage of construction cost is used to establish compensation for services enumerated herein under paragraph 1.3 and 1.4, the ENGINEER will prepare immediately after authorization is received a preliminary construction estimate of the work and submit such preliminary estimate to the "CITY". The construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights acquisition costs and interest expense incurred during the construction period. The compensation for basic engineering services shall be payable as follows:

- (a) A sum equal to seventy percent (70%) of the total compensation payable after completion and submission of the final drawings, specifications, cost estimates and contracts documents to the "CITY". Such payments shall be made on a pro-rata basis to the ENGINEER based on submittal and approval of progress report of "CITY".
- (b) A sum equal to ten percent (10%) of the total compensation payable immediately after the construction contracts are awarded.
- (c) A sum equal to twenty percent (20%) of the total compensation will be paid on a monthly basis for general engineering during the

construction period on percentage ratios identical to those approved under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal one hundred percent (100%) of the basic compensation. Final payments shall not be made until it is determined that all services required by this Agreement have been completed.

5.5.3. Upon submission of the plans and specifications to the "CITY", and upon their acceptance, should any revision to change the nature or scope of the work be necessary, the ENGINEER shall be compensated for making such alterations and additions to the detailed plans and specifications as authorized by the "CITY", said compensation being based on "Payroll Cost Times a Factor of 2.8.

## 5.6 General

5.6.1 Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractors(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports; Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; computer time including an appropriate charge for previously established programs; and, if authorized in advance by "CITY", overtime work requiring higher than regular rates.

5.6.2 If this Agreement is terminated by "CITY" upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by "CITY" during any

phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of 2.8 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services and unpaid reimbursable expenses.

## SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COSTS

### 6.1 Construction Cost.

The construction cost of each Project (herein referred to as "Construction Cost") means the total cost to "CITY" of all elements of each Project assigned and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include "CITY'S" legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to "CITY" pursuant to paragraphs 3.7 through 3.11, inclusive. The Construction Cost as determined herein shall serve as the basis for the Construction Cost Budget.

### 6.2 Responsibility for Construction Cost Budget.

ENGINEER hereby represents to "CITY", and ENGINEER is aware that "CITY" is relying on such representation in entering into this Agreement, that ENGINEER has the necessary resources and expertise, including a cost analyst, to assure that the bids received for the Project are within the Construction Cost Budget. Accordingly, ENGINEER hereby represents to "CITY" that the bids for the Project (i.e., the Base Bid construction Documents recommended by the ENGINEER and approved by the "CITY") will be within the Construction Cost Budget.

6.2.1 If the bidding phase has not commenced within one (1) year after the ENGINEER submits the Construction Documents to the "CITY", the Construction Cost Budget shall be adjusted by the ENGINEER to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the "CITY" and the date on which proposals are sought.

6.2.2 If the lowest bona fide Base Bid exceeds the Construction Cost Budget

(adjusted as provided in Subparagraph 6.2) by more than ten percent (10%), the ENGINEER shall explain, in writing, the reasons why the bids exceeded the 10%. This shall be done after all bids are analyzed. In addition, the CITY shall in its discretion, have any of the following options: (1) give written approval of an increase in the Construction Cost Budget; (2) reject all bids or proposals, authorize rebidding, or (if permissible) authorize a renegotiation of the Project within a reasonable time; (3) abandon the Project and terminate ENGINEER's services for the Project; (4) select as many Deductive Alternatives as may be necessary to bring the award within the Construction Cost Budget; or (5) cooperate with the ENGINEER in reducing the project scope and quality and construction schedule and sequence of work as required to reduce the Construction Cost. In the Event the "CITY" elects to reduce the Project scope and/or quality, to bring the construction cost in-line, ENGINEER shall provide such revisions to the Construction Documents and provide rebidding services, as many times as requested by "CITY" as a Basic Service without additional enumeration.

## SECTION 7 - GENERAL CONSIDERATION

### 7.1 Termination

This Agreement may be terminated by the "CITY" at its sole option at any time for convenience without cause and without penalty when in its sole discretion it deems such termination is in the best interest of the "CITY". The "CITY" shall give forty-five (45) days prior written notice to the ENGINEER who shall be paid for services rendered through the date of termination. The date of termination is defined as forty-five (45) calendar days after the ENGINEER receives the written notice. After receipt of a Termination Notice and except as otherwise directed by the "CITY", the ENGINEER shall:

7.1.1 Stop work on the date and to the extent specified.

7.1.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

7.1.3 Transfer all work in progress, completed work, and other materials related to the terminated work to the "CITY"

7.1.4 Continue and complete all parts of the work that have not been terminated.

### 7.2 Truth-In-Negotiation Certificate

Signature of this Agreement by the ENGINEER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the ENGINEER's most favored customer for the same or substantially similar service in the Southeast Region of the United States. The said rates and costs shall be adjusted to exclude any significant sums should the "CITY" determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The "CITY" shall exercise its rights under this provision within three (3) years following final payment.

### 7.3 Personnel

The ENGINEER represents that it has or will secure at its own expense, all necessary personnel required to perform these services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the "CITY". All of the services required hereinunder shall be performed by the ENGINEER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under state and local law to perform such services.

The ENGINEER warrants that all services shall be performed by skilled and competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

### 7.4 Sub-Consultants

The "CITY" reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement.

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

## 7.5 Minority Business Enterprise Policy

The City of Riviera Beach, in an effort to encourage minority business participation in City procurement, has adopted Ordinance No. 2412, which is made part of these documents by reference thereto. Portions of this Ordinance quoted herein are for the information and convenience of the bidder, but nothing shall be construed to alter the meaning or intent of the cited Ordinance.

Any conflicts between the Ordinance and this Agreement shall be interpreted pursuant to the Ordinance only.

### 7.5.1 Minority Business Enterprise Policy

It is the policy of the City of Riviera Beach that Minority Business Enterprises (M/WBE) shall have the maximum opportunity to participate in and perform projects financed with City funds. Bidders are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts, if feasible. A good faith effort should be made to hire Minority subcontractors, laborers, material, etc. Should the contract be awarded to the Bidder based on a certain percentage of M/WBE participation, the contractor will be required to provide that percentage of work to M/WBE subcontractors unless the City modifies the project thereby reducing the work previously proposed for these subcontractors. The successful contractor shall establish, maintain and submit regular reports, as required which will identify and assess progress in achieving M/WBE subcontract goals. Progress reports shall be submitted with each payment application. Failure to provide the progress reports may result in a delay in processing payment or disapproval of the invoice until the progress report is submitted. Forms MPC and CAP are provided in the Project Manual and must be used for making monthly M/WBE utilization reports. The City has established a Minority Business Enterprise Office, which has the responsibility of monitoring compliance with the Ordinance. Questions relating to the ordinance requirement procedure relative to Minority Business Enterprise participation should be directed to:

Mrs. Veronique Reliford, Purchasing Director  
2391 Ave L  
Riviera Beach, Florida 33404  
(561)845-4180

7.5.2 During the term of this Agreement, ENGINEER shall comply with all plans made in their proposal for use of MBE's and shall utilize the MBE firms listed in their proposal to the "CITY". MBE firms not utilized shall be replaced by other certified MBEs unless approval to the contrary is granted by the "CITY".

7.5.2 ENGINEER shall comply with MBE requirements throughout the term of the Agreement.

7.5.4 The ENGINEER agrees to maintain all relevant records and information necessary to document compliance with the "CITY'S" MBE Ordinance and such records shall be available to the "CITY'S" for inspection at all times.

7.5.5 All Agreements between the ENGINEER and MBE sub-consulting firms shall be submitted to the "CITY".

7.5.6 ENGINEER shall certify to the "CITY" in writing at the time of submittal of each Work Authorization that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, prior to receipt of any further progress payments. This provision in no way creates any contractual relationship between any subcontractor, subconsultant or supplier and the "CITY" or any liability on the "CITY" for the ENGINEER's failure to make timely payments to them.

#### 7.6 Nondiscrimination

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

#### 7.7 Independent Contractor Relationship

The ENGINEER and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractor, and not employees, agents, or servants of the "CITY". All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the ENGINEER's sole direction, supervision, and control. The ENGINEER

shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER's relationship and the relationship of its employees to the "CITY" shall be that of Independent Contractor and not as employees or agents of the "CITY". The ENGINEER does not have the power or authority to bind the "CITY" in any promise, agreement or representation other than specifically provided for in this Agreement. The ENGINEER shall be responsible to the "CITY" for all work or services performed by the ENGINEER or any person or firm engaged as a subconsultant or subcontractor to perform work in fulfillment of this Agreement.

#### **7.8 Contingent Fees**

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

#### **7.9 Authority to Practice**

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

#### **7.10 Federal and State Tax**

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

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

#### **7.11 Availability of Funds**

The "CITY" performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Council. The

"CITY" will immediately notify the ENGINEER to stop work if funds are not appropriated and will guarantee ENGINEER payment for all work performed up to that time of the stop work notice.

7.12 Insurance and Indemnification

7.12.1 The ENGINEER shall not commence work under this Agreement until it has obtained all insurance required under this section and the "CITY" has approved such insurance.

7.12.1 All insurance policies shall be issued by companies authorized to business under the laws of the State of Florida. The ENGINEER shall furnish Certificates of Insurance to the City prior to the commencement of operations. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the "CITY". Compliance with the foregoing requirement shall not relieve the ENGINEER of its liability and obligations under this Agreement.

7.12.3 The ENGINEER shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

7.12.4 The ENGINEER shall maintain, during the life of this Agreement, comprehensive general liability, including contractual liability insurance covering the indemnification provision of this agreement in the minimum amount of \$500,000 combined single limit to protect the ENGINEER from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER.

7.12.5 The ENGINEER shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damage liability to protect the ENGINEER from claims for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such

operations be by the ENGINEER or by anyone directly or indirectly employed by the ENGINEER.

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

7.12.7 All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the ENGINEER, shall specifically include the CITY as an "Additional Insured".

7.12.8 The ENGINEER hereby agrees to indemnify, defend and hold harmless the City and its employees, agents and authorized representatives with respect to any and all cost, claims, and damages and liability which may arise out of the performance of this Agreement as a result of any negligent acts, errors or omissions or willful misconduct of the ENGINEER, or the ENGINEER'S subcontractors and/or subconsultants, if any, or any other person or entity under the direction or control of the ENGINEER. The ENGINEER shall pay all claims and losses arising out of ENGINEER's negligent acts, errors or omissions or of its willful misconduct and shall defend all suits, in the name of the "CITY" its employees, agents and authorized representatives when applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon.

#### 7.13 Disclosure and ownership of Documents

The ENGINEER shall deliver to the "CITY" for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the "CITY" under this Agreement.

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

The "CITY" and the ENGINEER shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### 7.14 Access and Audits

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

##### 7.14.1 Remedies

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

#### 7.15 Conflict of Interest

The ENGINEER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the

performance or services required hereunder, as provided for in Florida Statutes 112,311.

The ENGINEER further represents that no person having any interest shall be employed for said performance.

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

#### 7.16 Arrears

The ENGINEER shall not pledge the "CITY" credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ENGINEER further warrants and represents that it has no obligation or indebtedness. The ENGINEER further warrants and represents that would impair its ability to meet the completion dates or schedules of this Agreement.

#### 7.17 Modifications to Work

The "CITY" reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the ENGINEER of "CITY'S" notification of a contemplated change, the ENGINEER shall in writing (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the "CITY" of any estimated change in the completion date, and (3) advise the "CITY" the contemplated change shall effect the ENGINEER's ability to meet

the completion dates or schedules of this Agreement.

If the "CITY" so instructs in writing, the ENGINEER shall suspend work on the portion of the scope of work affected by a contemplated change, pending the "CITY'S" decision to proceed with the change.

If the "CITY" elects to make the change, the "CITY" shall initiate an amendment to the applicable Consultant Services Authorization and the ENGINEER shall not commence work on any such change until such written amendment is signed by the ENGINEER and approved and executed by the City.

#### 7.18 Notice

All notices required in this Agreement if sent to the "CITY" shall be mailed to :

Utilities Department, Administrative Offices  
600 Blue Heron Blvd.  
Riviera Beach, Florida 33404  
and if sent to the ENGINEER shall be mailed to:

R.C.T. Engineering, Inc.  
701 Northpoint Parkway, Ste. 204  
West Palm Beach, FL 33407

#### 7.19 Severability

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

#### 7.20 Entirety of Contractual Agreement

The "CITY" and the ENGINEER 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 hereto in accordance with paragraph 7.17.

#### 7.21 Successors and Assigns

The "CITY" and the ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and have hereunto signed in their names by their duly authorized representatives on the day and year above written.

REVIEWED FOR LEGAL SUFFICIENCY  
Ramona H. Pugh  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 2/15/01

CITY OF RIVIERA BEACH

BY: Mike Pom  
Mayor

ATTEST:

BY: C. A. H.  
City Clerk

(CORPORATE SEAL)

R.C.T. ENGINEERING, INC.

BY: Ralph Tyler  
Ralph Tyler  
President

C:\riv\watchdog\1\app\word\rcet\Engineering\Contract\1-25

ATTEST:

BY: James Burdick  
James Burdick  
Vice President

RESOLUTION NO. 43-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING UP A BUDGET IN THE DONATION FUND IN THE AMOUNT OF 2,000 FOR THE HEALTHY EARTH AND OCEAN FAIR.

WHEREAS, The Riviera Beach Municipal Marina wishes to host a Healthy Earth and Ocean Fair on April 20,2001.

WHEREAS, Carol Grant of the Florida Reef Foundation will conduct a play and coordinate environmental exhibits to promote pollution awareness.

WHEREAS, 400 (four hundred) City of Riviera Beach 4<sup>th</sup> & 5<sup>th</sup> grade students will attend.

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

SECTION 1. That the Finance Director is hereby authorized to set up a budget in the donations fund as follows:

REVENUES

13000366916	Marina Donations	2,000
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EXPENDITURES

130000054305201	Operating Supplies General	2,000
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RESOLUTION NO. 43-01  
PAGE 2

PASSED AND APPROVED THIS 4th DAY OF April, 2001.

APPROVED:

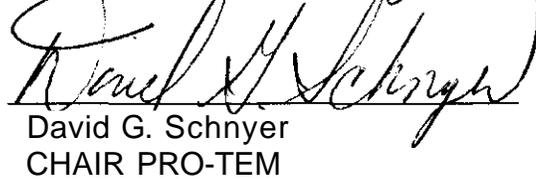


Michael D. Brown, MAYOR

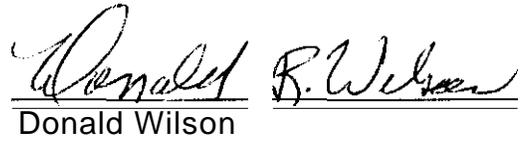


Edward Rodgers, CHAIRPERSON

ATTEST:



David G. Schnyer  
CHAIR PRO-TEM

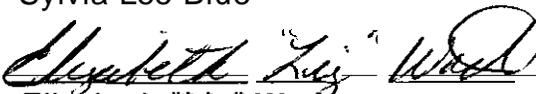


Donald Wilson

(MUNICIPAL SEAL>.j.



CARRIE WARD, CMC/AE  
CITY CLERK

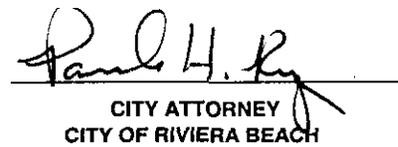
Sylvia Lee Blue  
  
Elizabeth "Liz" Wade  
Council Members

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 3/28/01

Healthy Earth and Ocean Fair

Budget 2001

500 event T-Shirts	1,375.00
2 event banners 4' x 8'	192.00
10 certificates with frames	42.00
2 event plaques	36.00
Savings bonds for essay winners	275.00
Food	<u>80.00</u>
<b>Total</b>	<b>2,000.00</b>

RESOLUTION NO. 44-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ENGINEERING FIRM OF SHALLOWAY, FOY, RAYMAN & NEWELL, INC. TO PERFORM A DRAINAGE STUDY OF THE CITY CANAL RC-1 DRAINAGE AREA AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDING IN THE AMOUNT OF \$20,000 FROM GENERAL FUND BALANCE BY TRANSFERRING SAME TO PAVING AND DRAINAGE CONSTRUCTION ACCOUNT NO. 301-0716-519-0-3103.

WHEREAS, several properties received flood damage during the rainfall on Monday, March 19, 2001; and

WHEREAS, the damage occurred despite the City canal functioning at maximum capacity at certain locations; and

WHEREAS, the City desires to approach this matter comprehensively by studying the entire drainage basin for City canal RC-1.

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

SECTION 1. The engineering firm of Shalloway, Foy, Rayman and Newell, Inc. is authorized to perform a drainage study of the City Canal RC-1 drainage area.

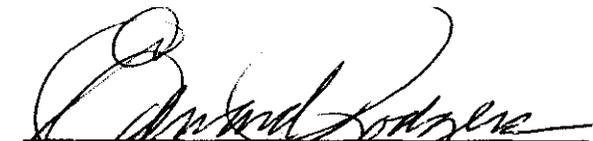
SECTION 2. The Finance Director is authorized to transfer \$20,000 from general fund balance to the paving and drainage account number 301-0716-519-0-3101.

SECTION 3. The Finance Director is authorized to make payment for same in the amount not to exceed \$20,000.00.

PASSED AND APPROVED this 4th day of April, 2001

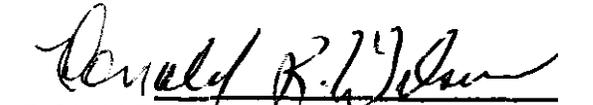
APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID HNYER, CHAIR P~~R~~I -TEM

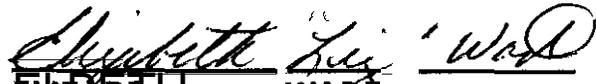
{MUNICIPAL SEAL}

  
DONALD R. WILSON

\_\_\_\_\_  
SYLVIA LEE BLUE

ATTEST:

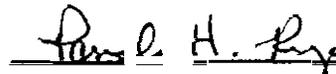
  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH H. WADE  
COUNCIL MEMBERS

Motioned By D. Schnyer  
Seconded By E. Wade

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

Reviewed as to Legal Sufficiency

  
City Attorney

City of Riviera Beach

Date: 3/28/01

RESOLUTION NO. 45-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUMMER FOOD SERVICE PROGRAM FOR CHILDREN APPLICATION FOR PARTICIPATION FROM THE DEPARTMENT OF EDUCATION; AND APPROVING THE FOOD SERVICE PROGRAM VENDOR TO PROVIDE MEALS FOR THE SUMMER PROGRAM AND; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT FROM FLORIDA DEPARTMENT OF EDUCATION ON BEHALF OF THE CITY OF RIVIERA BEACH.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer Program for up to 600 youths ages 5 to 13.

WHEREAS, the City is desirous to offer free nutritious meals to all participants of the Summer Program.

WHEREAS, the Florida Department of Education, Summer Food Service Program for Children provides a Grant to subsidize the cost of meals for the program.

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

SECTION 1: That the City Council hereby approves the Application for Participation from the Department of Education to subsidize the cost of meals served during the operation of the Summer Youth Program.

SECTION 2: That this Grant does not require a financial obligation from the City of Riviera Beach; most costs associated with providing meals are 100% reimbursable by the Grant.

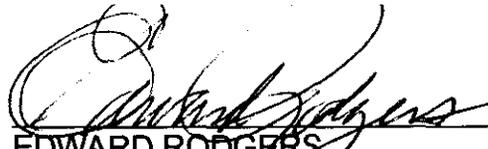
SECTION 3: That the Mayor and City Clerk execute the agreement on behalf of the City of Riviera Beach for compliance with the Grant application.

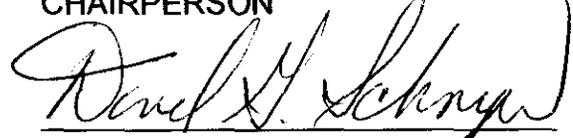
SECTION 4: That this Resolution shall take effect immediately upon its passage and adoption by the City Council.

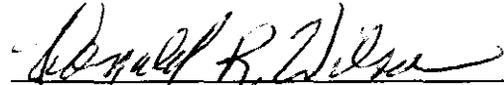
PASSED AND ADOPTED this 4th day of April 2001.

APPROVED:

  
MICHAEL O. BROWN  
MAYOR

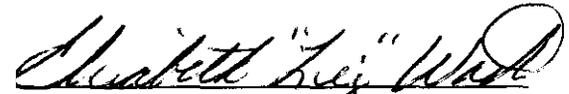
  
EDWARD RODGERS  
CHAIRPERSON

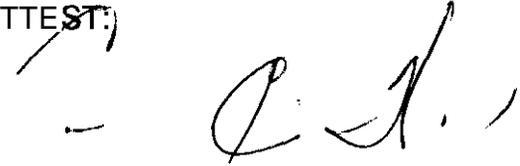
  
DAVID G. SCHNYER  
CHAIR PRO-TEM

  
DONALD R. WILSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE

  
ELI ETH "LIZ" WADE  
COUNCILMEMBERS

ATTEST:  
  
CARRIE E. WARD, CMC/AAE

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS aye

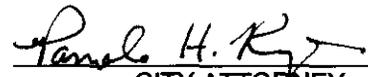
10. SCHNYER aye

10. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED FOR LEGALSUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 3/29/01

RESOLUTION. NO. 46-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ACADEMIC SUMMER CAMP Y2K TO BE HELD JUNE 18 – JULY 27, 2001 ON THE CAMPUS OF JOHN F. KENNEDY MIDDLE MAGNET SCHOOL. THE CAMP WILL BE FUNDED BY A GRANT IN THE AMOUNT OF \$147,425 PREVIOUSLY APPROVED BY THE CITY COUNCIL IN DECEMBER 2000 FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE UNDER THE COMMUNITY PARTNERSHIP GRANT.**

**WHEREAS**, the Florida Department of Juvenile Justice has established the Community Partnership Grant Program; and

**WHEREAS**, the Community Partnership Grant Program will fund year round out-of-school programs which include the school year, summer and school breaks, including weekends and holidays. Programs to be funded must be comprehensive and integrated with existing program; and

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

**WHEREAS**, the City has been awarded grant funds in the amount of \$147,425 to fund an Academic Summer Camp; and

**WHEREAS**, the City has funded a successful Academic Summer Camp for middle school students since 1996.

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

**SECTION 1.** That staff is authorized to use \$147,425 awarded to the City from the Florida Department of Juvenile Justice Community Partnership Grant Program.

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

RESOLUTION. NO 46-01

PAGE 2

PASSED AND APPROVED this 4TH day of APRIL 2001.

APPROVED:

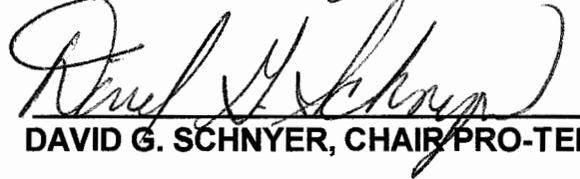


**MICHAEL D. BROWN, MAYOR**

(MUNICIPAL SEAL)



**EDWARD RODGERS, CHAIRPERSON**



**DAVID G. SCHNYER, CHAIR PRO-TEM**



**ELIZABETH "LIZ" WADE**



**DONALD R. WILSON**



**SYLVIA LEE BLUE  
COUNCIL MEMBERS**

ATTEST:



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

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS aye

D. SCHNYER aye

E. WADE aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
CITY ATTORNEY

CITY OF RIVIERA BEACH

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

**RESOLUTION. NO. 47-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REPEALING RESOLUTION NUMBER 119-99 ENTITLED "AMENDING CITY COUNCIL RULES OF PROCEDURES FOR CITY COUNCIL MEETINGS"; AND SUPPLEMENTING SECTION 2-29 OF THE CODE OF ORDINANCES BY PROVIDING ADDITIONS TO THE RULES OF PROCEDURE FOR COUNCIL MEETINGS.**

**WHEREAS**, Section 2-29 of the Code of Ordinances and Robert's Rules of Order are the designated vehicles for guiding the procedures for meetings of the City Council; and

**WHEREAS**, The current designated vehicles are often silent or insufficient to address many situations that arise during public meetings; and

**WHEREAS**, Rules of Procedure should guide and facilitate council meetings as well as provide the public with an understanding of council functions.

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

**SECTION 1.** That Resolution Number 119-99 entitled "AMENDING CITY COUNCIL RULES AND PROCEDURES FOR CITY COUNCIL MEETINGS" is hereby repealed.

**SECTION 2.** That the City Council of the City of Riviera Beach, Florida establishes the following Rules of Procedures for guiding its council meetings.

**SECTION 3:** That the following Rules of Procedure will serve as a supplement to the existing Rules of Procedure, which are found in Section 2-29 of the City Code of Ordinances.

RESOLUTION. NO 47-01  
page 2 of 9

## **PARLIAMENTARY PROCEDURE FOR CITY COUNCIL MEETINGS**

If the current Rules of Procedure of the City Council are silent on the matter of parliamentary procedure, then the current edition of Robert's Rules of Order, newly revised, will govern the council in all cases to which they are applicable. If the City Code of Ordinances is silent on the manner of handling any situation which may arise during the course of a council meeting, this supplement will serve as a reference source for addressing the situation.

### **A. Mayor and City Council Members**

1. The duties and responsibilities of the Mayor and City Council include, but are not limited to, upholding the public trust; demonstrating integrity, honesty and fairness; exercising fiduciary responsibility; and being responsive to citizens of this community.
2. The Mayor and City Council members should refrain from publicly berating, chastising, and making impertinent remarks to and/or about city staff persons.

### **B. City Council Chairperson**

1. The Chairperson of the City Council shall be chosen from its members and shall perform the usual functions of a presiding officer. The Chairperson may be removed by the affirmative vote of not less than three-fifths of all the members of the Council.
2. The Chairperson shall call the meeting to order at the hour appointed for the meeting and, if a quorum be present, shall proceed with the order of business and adjourn when the business is deemed finished.

**RESOLUTION. NO** 47-01  
**page 3 of 9**

3. The Chairperson shall promote the efficient operation of the Council which shall include setting the full Council agenda (along with the City Manager) and expediting parliamentary debate or, if there is no objection from other members, expediting the passage of routine motions.
4. The Chairperson may speak to points of order, inquiry, or information and shall decide all questions of order subject to an appeal to the Council by any member.
5. While speaking on any question before the Council, the Chairperson shall have the right to turn the chair over to the Chair Pro Tem.
6. The Chairperson shall preserve order and decorum within the Chambers.

**C. Motions**

1. No motion shall be entertained or debated until duly seconded, if a second is necessary, and announced by the Chairperson.
2. Motions shall be recorded and, if desired by any Council member, it shall be read by the City Clerk before it is debated.
3. If no Council member objects, a motion may be withdrawn by the maker before amendment or action.
4. Motions shall be entertained in the order of precedence outlined in the then current edition of Robert's Rules of Order, newly revised. Motions to postpone or to commit a question to a date certain, having been decided, shall not be allowed again on the same day.

**RESOLUTION. NO** 47-01  
**page 4 of 9**

5. A motion to table an amendment shall not carry the main question with it unless so specified in the motion to table.
6. A motion to reconsider shall have precedence over every other motion except a motion to adjourn.
7. Motions to reconsider a vote upon amendments to any pending questions shall be made and decided immediately.

**D. Debate**

1. When a Council member wishes to speak, the member shall address the Chairperson and wait for recognition. When recognized, the member shall, in a courteous manner, confine comments to the question under debate.
2. When two or more Council members ask for recognition at the same time, the Chairperson will designate who shall speak first.
3. No Council member shall impugn the motives of any other member. The Chairperson may recommend the end of debate.
4. Any Council member may call for a division of the question, which shall be divided if it embraces subjects so distinct, that, one being taken away, a substantive proposition shall remain for the decision of the Council.
5. The Chairperson shall decide all points of order. If dissatisfied with a decision of the Chairperson, any member may appeal the decision to the full Council. In all cases of appeal, the question shall be, "*Shall the decision of the Chairperson be sustained?*"

**RESOLUTION NO.** 47-01  
**page 5 of 9**

6. No member shall speak more than once on an appeal without the consent of a majority of the Council members present. The decision in response to the appeal shall be by a majority vote of the Council members present. In the case of a tie vote, the decision of the Chairperson shall stand.
7. The previous question may be demanded by two Council members in this form, "*Shall the main question be voted upon without further debate?*" When sustained by a majority of the Council members present, the debate shall be ended.

**E. Council Voting**

1. Every Council member present shall participate in the voting process for all actions before the full Council, except that Council members must disqualify themselves from voting if disqualification is required by the State's Code of Ethics.
2. A roll call vote is required when voting on final passage of Council Resolutions or Ordinances. A roll call vote on other business may be demanded by two Council members present or by the Chairperson. In the case of a demand for roll call votes, the votes shall be recorded by the City Clerk in the Record of Proceedings.

A roll call vote will be called in order of member district, except for the Chairperson, provided that at each City Council meeting, the member district called at the beginning of a roll call vote will be moved to the

**RESOLUTION NO. 47-01**  
**Page 6 of 9**

end of the roll call in a systematic manner of rotation. The Chairperson's name will be called last. A voice vote may be taken on all matters before the Council except for the final passage of Resolutions and Ordinances or unless a roll call vote has been requested. Upon conclusion of a roll call or voice vote, the City Clerk shall announce the ayes and the nays and disqualifications of all votes and enter them into the Record of Proceedings. The announcement of the result of any vote shall not be postponed.

3. In the event of a tie vote, the motion does not pass.
4. Abstentions are not allowed. Members not disqualified shall vote aye or nay.
5. When a Council member present is not qualified to vote, the City Clerk shall record and announce, "*Present, but disqualified from voting.*" When a Council member is present but does not vote and has not disqualified him/herself from voting, the City Clerk shall record and announce, "*Present, but did not vote.*" note: (*requires written explanation and submission to State of Florida as per state law*).
6. After the final vote on any motion, resolution, or ordinance and before adjournment of the full Council session, any member who voted with the prevailing side may move for reconsideration. A second to the motion for reconsideration may be made from either the prevailing or non-prevailing side. A motion to reconsider may also be considered at the next regular City Council meeting.

RESOLUTION NO. 47-01

Page 7 of 9

**F. City Council Meeting Agenda Items**

1. **Regular Agenda Items:** Regular agenda items must be submitted to the City Manager's office thirteen days (13) prior to the date of the City Council meeting. The submittal deadlines are subject to change due to holidays, etc.
2. **Supplemental Agenda Items:** Any City Council member with a supplemental agenda item which requires very limited staff input, shall provide the item in writing, together with any backup information, to the Chairperson, with a copy to the City Manager, no later than 12:00 noon on the fourth business day preceding the City Council meeting. Emergency supplemental agenda items must be presented to the City Manager no later than 9:00 a.m. on the business day preceding the City Council meeting, and require the approval of at least three City Council members before being placed on the agenda as an add-on item.
3. **Non-agenda Items:** A non-agenda item is defined as any item that is not on the printed agenda or any printed supplemental agenda. Non-agenda items shall be introduced only when deemed by the City Council Chairperson or another City Council member to require urgent attention. A unanimous vote of the City Council shall be required to allow a non-agenda item to be placed on the agenda.

**RESOLUTION NO.** 47-01

**Page 8 of 9**

**G. Agenda Review Meetings**

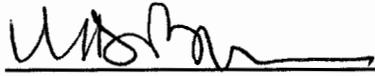
1. The Council may hold, at its pleasure, Agenda Review meetings to discuss and receive information from staff on matters to appear before the Council at a regular Council meeting. Agenda Review meetings shall ordinarily be held at 5:00 p.m. on each Monday preceding a regular Council meeting, or, on the next day if that Monday is a holiday. However, the Council may change the date or time for this meeting at its pleasure. The Agenda Review meeting shall be open to the public. No binding votes may be taken at the Agenda Review meeting. Agendas of each Agenda Review meeting, listing items for which discussion is expected, will be made available to the general public. The public will not have an opportunity to participate in these meetings without prior approval of the Chairperson. There shall be no quorum requirement for the Agenda Review meetings.
2. Staff members possessing the most knowledge about the items to be discussed must be present at Agenda Review meetings. All department heads must be present at these meetings.

ER:rab

res city council procedures update 4-01.wpd

PASSED AND APPROVED this 4th day of April 2001.

APPROVED:



MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)



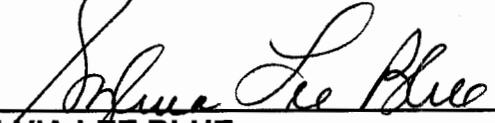
EDWARD RODGERS, CHAIRPERSON



DAVID G. SCHNYER, CHAIR PRO-TEM



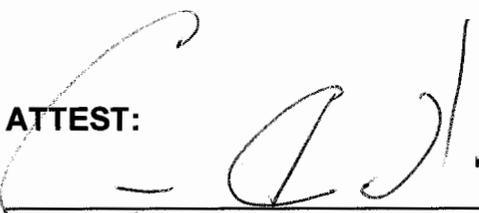
DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS



ATTEST:

CARRIE E. WARD, CMC/AAE  
CITY CLERK

MOTIONED BY: E. WADE

SECONDED BY: D. WILSON

E. RODGERS AYE

D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY  
CITY OF RIVIERA BEACH

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

RESOLUTION NO. 119-99

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CITY COUNCIL RULES AND PROCEDURES FOR CITY COUNCIL MEETINGS.**

WHEREAS, THE CITY COUNCIL PROCEDURES AND RULES SHOULD GUIDE AND FACILITATE THE COUNCIL DELIBERATIONS AS WELL AS PROVIDE THE PUBLIC WITH AN UNDERSTANDING OF COUNCIL FUNCTIONS; AND

WHEREAS, THE EXISTING RULES OF THE CITY COUNCIL ARE INADEQUATE TO COVER MANY OF THE SITUATIONS THAT ARISE DURING COUNCIL'S LEGISLATIVE SESSIONS; AND

WHEREAS, ALTHOUGH ROBERT'S RULES OF ORDER IS THE DESIGNATED VEHICLE FOR GUIDING THE PROCEDURES OF THE COUNCIL, IT IS NECESSARY THAT THE COUNCIL'S RULES BE AMENDED TO SUFFICIENTLY ADDRESS THE MANY SITUATIONS THAT ARISE DURING COUNCIL MEETINGS.

**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 OF THE CITY OF RIVIERA BEACH ESTABLISHES THE FOLLOWING RULES AND PROCEDURES FOR GUIDING ITS COUNCIL MEETINGS .

**SECTION 2:** THE FOLLOWING RULES OF PROCEDURE WILL SERVE AS A SUPPLEMENT TO THE EXISTING RULES OF PROCEDURE WHICH ARE FOUND IN SECTION 2-29 OF THE CODE OF ORDINANCES.

RES. NO. 119-99  
PAGE -2-

PASSED AND APPROVED this 21 day of July, 1999.

APPROVED:

Michael D. Brown  
MICHAEL D. BROWN, MAYOR

Edward Rodgers  
EDWARD RODGERS, CHAIRPERSON

Elizabeth Wade  
ELIZABETH WADE, CHAIR PRO TEM

Margaret Callahan  
MARGARET CALLAHAN

ATTEST:

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

Marilyn S. Moffitt  
MARILYN MOFFITT  
Donald R. Wilson  
DONALD R. WILSON  
COUNCIL MEMBERS

MOTION BY: M. Callahan

SECOND BY: D. Wilson

E. RODGERS aye

E. WADE aye

M. CALLAHAN aye

M. MOFFITT aye

D. WILSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

Matthew S. Lewis  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 7/14/99

## **PARLIAMENTARY PROCEDURE FOR FULL COUNCIL MEETINGS**

If the current rules of procedure of the City Council are silent on the matter of parliamentary procedure, then the current edition of Robert's Rules of Order, newly revised, will govern the council in all cases to which they are applicable.

### **A. Duties And Responsibilities Of Members Of the City Council**

1. The duties and responsibilities of the City Council include, but are not limited to upholding the public trust; demonstrating integrity, honesty and fairness; exercising fiduciary responsibility; and being responsive to citizens of this community.

### **B. Duties And Responsibilities Of Chairperson Of the City Council**

1. The Chairperson of the City Council shall be chosen from its members and shall perform the usual functions of a presiding officer. The Chairperson may be removed by the affirmative vote of not less than two-thirds of all the members of the Council. The Chairperson shall preside over all meetings when present. In the absence of the Chairperson, the Chair Pro Tem shall preside, and in the absence of both officers, the meeting shall be called to order by the City Clerk if a quorum is present. If both the Chair and Chair Pro Tem are absent and a quorum is present, a temporary Chair will be selected by the Council for that meeting only.
2. The Chairperson shall call the meeting to order at the hour appointed for the meeting and if a quorum be present, shall proceed with the order of business and adjourn when the business is deemed finished.
3. The Chairperson shall promote the efficient operation of the Council which shall include setting the full council agenda and expediting parliamentary debate or, if there is no objection from other members, expediting the passage of routine motions.
4. The Chairperson may speak to points of order, inquiry, or information and shall decide all questions of order subject to an appeal to the Council by any member.
5. While speaking on any question before the Council, the Chairperson shall have the right to turn the chair over to the Chair Pro Tem.
6. The Chairperson shall preserve order and decorum within the Chambers.

### **C. Recognition By The Chairperson**

1. When two or more Council members ask for recognition at the same time, the Chairperson will designate who shall speak first.
2. Any Council member may call for a division of the question which shall be divided if it embraces subjects so distinct that one being taken away, a substantive proposition shall remain for the decision of the Council.

3. The Chairperson shall decide all points of order. If dissatisfied with a decision of the Chairperson, any member may appeal the decision.
4. In all cases of appeal, the question shall be, "*Shall the decision of the Chairperson be sustained?*" No member shall speak more than once on an appeal without the consent of a majority of the Council members present. The decision in response to the appeal shall be by a majority vote of the Council members present. In the case of a tie vote, the decision of the Chairperson shall stand.
5. The previous question may be demanded by two Council members in this form, "*Shall the main question be voted upon without further debate?*" When sustained by a majority of the Council members present, the debate shall be ended.
6. Every Council member present shall participate in the voting process for all actions before the full Council, except that Council members must disqualify themselves from voting if disqualification is required either by the City or State's Code of Ethics or the apparent fairness of the situation.
7. Abstentions are not allowed. Members not disqualified shall vote aye or nay.
8. A roll call vote is required when voting on final passage of Council Resolutions or Ordinances. A roll call vote on other business may be demanded by two Council members present or by the Chairperson. In the case of a demand for roll call votes, the votes shall be recorded by the City Clerk in the Record of Proceedings.
9. A roll call vote will be called in alphabetical order except for the Chairperson, provided that at each regular City Council meeting, the name called at the beginning of a roll call vote will be moved to the end of the roll call in a systematic system of rotation. The Chairperson's name will be called last. A voice vote may be taken on all matters before the Council except for the final passage of Resolutions and Ordinances or unless a roll call vote has been requested. Upon conclusion of a roll call or voice vote, the City Clerk shall announce the ayes and the nays and disqualifications of all votes and enter them into the Record of Proceedings. The announcement of the result of any vote shall not be postponed.
10. When a Council member present is not qualified to vote, the City Clerk shall record and announce, "*Present, but disqualified from voting.*" When a Council member is present but does not vote and has not disqualified him/herself from voting, the City Clerk shall record and announce, "*Present, but did not vote.*" **note:** *(requires written explanation and submission to State of Florida as per state law)*
11. In event of a tie vote, the motion does not pass.
12. After the final vote on any motion, resolution, or ordinance and before adjournment of the full council session, any member who voted with the

prevailing side may move for reconsideration. Seconds to the motion for reconsideration may be made from either the prevailing or non-prevailing side. A motion to reconsider may also be considered at the next regular City Council meeting.

13. When the result of the final vote is to pass a motion, resolution, or ordinance, any reconsideration must take place before the adjournment of that day's session, or else there shall be no reconsideration vote.
14. When the result of the final vote is not to pass a motion, resolution, or ordinance, the reconsideration shall not be acted upon before the next regular meeting of the full Council.
15. A motion to reconsider shall have precedence over every other motion except a motion to adjourn.
16. Motions to reconsider a vote upon amendments to any pending questions shall be made and decided at once.

**D. Rules of Debate**

1. When a Council member wishes to speak, the member shall address the Chairperson and wait for recognition. When recognized, the member shall, in a courteous manner confine comments to the question under debate.
2. No Council member shall impugn the motives of any other member. The Chairperson may recommend the end of debate.
3. City Council Members should refrain from unnecessarily publicly berating, chastising, and making impertinent remarks to and/or about staff persons.

**E. Motions**

1. No motion shall be entertained or debated until duly seconded if a second is necessary and announced by the Chairperson. Motions shall be recorded and, if desired by any Council member, it shall be read by the City Clerk before it is debated.
2. If no Council member objects, a motion may be withdrawn by the maker before amendment or action.
3. Motions shall be entertained in the order of precedence outlined in the then current edition of Robert's Rules of Order, newly revised.
4. Motions to postpone or to commit a question to a date certain having been decided shall not be allowed again on the same day.
5. A motion to table an amendment shall not carry the main question with it unless so specified in the motion to table.

**F. City Council Meeting Agenda Items**

1. **Regular Agenda Items:** Regular agenda items must be submitted to the City Manager's office thirteen days prior to the date of the City Council meeting. The submittal deadlines are subject to change due to holidays, etc.

2. **City Council Supplemental Agenda Items:** Any City Council member with a supplemental agenda item which requires very limited staff input, shall provide the item in writing, together with any backup information, to the Chairperson, with a copy to the City Manager, no later than 12:00 noon on the fourth business day preceding the City Council meeting. Emergency supplemental agenda items must be presented to the City Manager no later than 9:00 a.m. on the business day preceding the City Council meeting, and the same requires the approval of at least three City Council members before being placed on the agenda as an add-on item.
3. **Non-agenda Items:** A non-agenda item is defined as any item that is not on the printed agenda or any printed supplemental agenda. Non-agenda items shall be introduced only when deemed by the City Council Chairperson or another City Council member to require urgent attention. A unanimous vote of the City Council shall be required to allow a non-agenda item to be placed on the agenda.

**G. City Council Meetings or Council Pre-agenda Meetings**

1. The full City Council meetings shall be held according to Article 2, section 2-29, rules 1 - 4 of the Code of Ordinances.
2. The regular meeting of the City Council may be canceled with the concurrence of a majority of the members of the Council.
3. Special meetings may be called by the Council pursuant to rules set forth in sections 2-28 and 2-29 of the Code of Ordinances.
4. The Council may hold at its pleasure council briefings or pre-agenda meetings to discuss and receive information from staff on matters to appear before the Council at a regular meeting. These meetings shall ordinarily be held at 6:00 p.m. on each Monday preceding a full Council meeting or on the next day if that Monday is a holiday. However, the Council may change the date or time for this meeting at the pleasure of the Chairperson. The pre-agenda meeting shall be open to the public. No binding votes may be taken at the pre-agenda meeting. Agendas of the upcoming regular Council pre-agenda meetings listing items for which discussion is expected will be made available to the general public. However the public will not have an opportunity to participate in these pre-agenda meetings without prior approval of the Chairperson. Council pre-agenda meetings may be canceled by the Chairperson of the Council at any time prior to forty-eight (48) hours of the date set for the meeting. There shall be no quorum requirement for the Council pre-agenda meetings.
5. Staff members possessing the most knowledge about the items to be discussed must be present. All department heads must be present at these meetings.

ER:rab

any official that may come to his knowledge. He may make recommendations about the business and the general welfare of the city to the council as he deems advisable. He may communicate from time to time to the council such information and make recommendations of the measures regarding the public service as he may deem proper. He shall have a voice at the city council meetings, but he shall vote only in the matter of the appointment of a councilman in case of a tie vote of the city council when a vacancy exists.

(c) The mayor shall have the power to suspend any officer or employee of the city except members of the city council for misconduct in office or neglect of duty, but shall report his action in writing to the city council with the reasons at the next regular meeting of the city council for its approval or disapproval. The officer or employee shall remain suspended only upon the approval by a majority vote of the city council. If the suspension is disapproved, he shall receive his compensation for the time during which he was suspended.

(Code 1957, § 2-2)

Charter reference—Similar provisions, art. II, § 19.

**Sec. 2-27. Councilmembers; qualifications; attendance at council meetings; removal from office; punishment.**

(a) Each candidate for the office of city council and mayor shall reside within the then existing city limits for at least one year prior to qualifying for such office. Each candidate for the office of city council within districts 1, 2, 3 and 4 shall have been a resident of the respective district for at least one year immediately prior to qualifying for such office. If a person is elected in any such district and shall move out of the respective district but remain a resident of the city, such person shall be allowed to fulfill the remainder of the then-current term in office. If a city councilmember should move out of the city limits during a term in office, such move shall automatically forfeit the office.

(b) No member of the council shall be absent from three consecutive regular meetings of the council without excusable cause and without first notifying the council chairperson and city clerk.

(c) Any member of the city council who is absent from four consecutive meetings shall automatically forfeit his office.

(d) Any member of the city council who is absent from six or more regular meetings within a one-year period shall forfeit his office.

(e) If a councilmember is absent because he is away on official city business or attending a convention involving municipalities, the councilmember shall not be considered an absentee within the meaning of this section.

(f) Any councilmember who is convicted of a crime involving moral turpitude shall forfeit his office. The council may punish its members for disorderly behavior and may remove any member of the council and declare his office vacant, provided no member shall be expelled unless notified of the charges against him and given an opportunity to be heard in his own defense.

(Code 1957, § 2-7.1)

**Sec. 2-28. Calling special meetings.**

The mayor shall communicate from time to time in writing to the city council such information and recommendations as he may deem proper and shall call special meetings of the city council whenever in his judgment the welfare of the city requires it.

(Code 1957, § 2-6)

**Sec. 2-29. Rules of procedure.**

(a) The following rules of procedure are hereby prescribed, adopted and promulgated for the government of the city council:

*Rule 1.* The regular meetings of the city council shall be held in its chambers at 7:30 p.m., in the city hall, on each of the first and third Wednesdays of each month. If any Wednesday shall fall on a holiday, the city council may by motion set another date for such meeting or cancel the meeting for that particular Wednesday night. Announcement of such change or cancellation shall be made at least five days before such change at a regular meeting or in a newspaper circulated within the city. No regular meeting shall be held the fifth Wednesday of any month.

*Rule 2.* The chairperson shall preside at all meetings when present. In the absence of the chairperson, a chairperson pro tem shall preside, and in the absence of both officers, the meetings shall be called to order by the clerk. If a quorum is present, the first business shall be the election of a chairperson of the meeting who shall preside over such meeting. The city council shall constitute a quorum for the transaction of business, but a smaller number may meet and adjourn from time to time.

*Rule 3.* Special meetings may be called from time to time by the mayor or by two members of the city council and during the absence or disability of the mayor, by the chairperson of the city council. The call for a special meeting shall be in writing and shall contain a statement of the business to be considered at such meeting, and no business shall be transacted at any special meeting not contained in such call unless approved by unanimous consent of the city council present at such meeting. Notice shall be served by handing a copy of the notice or call of the meeting to each councilmember, or by leaving a copy at his usual place of abode at least 24 hours prior to the time of holding such meeting, but any councilmember who is present at the meeting or has actual notice thereof may waive the formal notice. The call of each special meeting with proof of, or waiver of, service shall be entered in the minutes of the meeting.

*Rule 4.* The following agenda order shall be observed unless varied at a city council meeting by affirmative vote of at least three councilmembers present:

- (1) Roll call.
- (2) Invocation.
- (3) Pledge of allegiance.
- (4) Additions and deletions.
- (5) Awards and presentations.
- (6) Consent agenda:
  - a. Approval of minutes.
  - b. Approval of payment resolutions.
  - c. Petitions, communications, and correspondence for filing.

d. Administrative requests.

- (7) Ordinance on second and final reading.
  - a. Ordinance on first reading.
  - b. Items requested by the city manager.
- (8) Statements from members of the public (two-minute limitations for each speaker).
- (9) Recommendations and discussion from mayor or councilmembers.
- (10) Adjournment.

*Rule 5.* Every ordinance passed by the city council before becoming a law shall be presented to the mayor under the certificate of the city clerk for approval or disapproval. The city clerk shall report the action of the mayor to the city council, and the action of the mayor shall be entered upon the minutes of the city council, but the failure to enter the mayor's approval in the minutes shall not affect the validity of the ordinance. All ordinances approved by the mayor or becoming a law without approval of the mayor shall be promulgated without unnecessary delay by posting a copy of the same on the bulletin board of the city hall for a period of not less than ten days.

*Rule 6.* No ordinance can be repealed, amended or the action thereof suspended except by another ordinance duly adopted and approved according to law.

*Rule 7.* An ordinance shall be recorded by the city clerk in a book kept for that purpose. All motions and resolutions shall be entered in full upon the minutes of the meeting at which they are adopted.

*Rule 8.* The presiding officer shall vote upon all questions. The presiding officer shall decide all questions of order, but any member dissatisfied with any of his decisions shall have the right to appeal to the city council. Any councilmember shall have the right to call yea and nay vote upon any question, and when the yea and nay vote shall be ordered, the city clerk shall call the roll of councilmember in alphabetical order and record the vote of each member.

*Rule 9.* Any person may communicate with or petition the city council on any matter relating to the city's affairs, but the city council may require any such communication or petition to be reduced to writing. Persons wishing to address the city council orally shall do so at such times as the city council shall designate for the purpose. Presentation of legal questions shall be submitted in writing ten days prior to city council meetings to the city attorney in order that city council may be advised.

*Rule 10.* Any of the foregoing rules may be suspended by unanimous vote of all councilmembers present.

*Rule 11.* No smoking will be allowed in the city council chambers during any city council meetings.

*Rule 12.* Robert's Rules of Order, Newly Revised, shall govern all council meetings.

(b) The rules of order of business may be amended from time to time by ordinance of a majority of the city council.  
(Code 1957, § 2-7)

#### **Sec. 2-30. Vacancy in office of mayor.**

If the office of mayor shall become vacant, the vacancy shall be filled until the next general election by a vote of a majority of the members of the legislative body present at any regular meeting or any meeting called for that purpose. At the next general election, such vacancy shall be filled for the unexpired term in the same manner as provided for the election of mayor for a full term.  
(Code 1957, § 7-28.2)

**Charter reference**—Vacancies in city offices, art. II, § 23.

#### **Secs. 2-31—2-40. Reserved.**

## **ARTICLE III. BOARDS, COMMITTEES AND COMMISSIONS\***

### **DIVISION 1. GENERALLY**

#### **Sec. 2-41. Dismissal of members of boards for lack of attendance at meetings.**

(a) Any appointive member to any of the various boards other than those boards created by general law, special act or Charter who are suspended or removed pursuant to F.S. § 112.501 who misses, without an acceptable excuse, two meetings consecutively shall be subject to dismissal and his position declared vacant, and the city council shall appoint another person to fill the unexpired term of the position declared vacant.

(b) Before such person shall be dismissed for such reason, he shall be notified in writing by the secretary of the board that he has missed two consecutive meetings and that he is subject to dismissal from the board. He shall be notified that he has ten days within which to file with the secretary a written excuse setting forth the reasons why he has missed two meetings. The secretary shall within ten days thereafter notify the chairman of such board that such excuse has been received and the chairman shall within five days thereafter call a meeting of the board to consider such excuse. If after such consideration the board by a majority vote decides the excuse is not acceptable, the secretary shall send a letter to the delinquent member that his excuse is not acceptable and that his resignation is in order. If the resignation is not received within five days, then the secretary shall notify the city council that such delinquent member has not complied with the terms of this section and that he should be dismissed and his position declared vacant. Upon

\***Cross references**—Bond required of certain officials and employees, § 2-6; city personnel prohibited from accepting gifts, discounts, etc., § 2-7; code enforcement board, § 2-331 et seq.; canvassing board, § 5-13; board of trustees of the municipal firefighters' pension trust fund, § 14-47; board of trustees of the municipal police officers' retirement trust fund, § 14-75; utilities advisory board, § 20-16 et seq.; community redevelopment agency, § 24-21 et seq.; planning board, § 27-31 et seq.; board of adjustment, § 31-36 et seq.

RESOLUTION NO. 48-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BIDS FOR CITYWIDE SIDEWALK PROJECTS TO SELECT CONTRACTING INC., AND ARZ BUILDERS, INC. IN THE AMOUNT OF \$421,925 AND \$228,005 RESPECTIVELY.

WHEREAS, the City of Riviera Beach solicited bids to install sidewalks on certain City streets; and

WHEREAS, the bids were opened on March 23'd , 2001; and

WHEREAS, Select Contracting, inc., and ARZ Builders, Inc. are the low responsible bidders.

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

SECTION 1. The bid for Phases I and II for the Citywide Sidewalk Project submitted by Select Contracting, Inc. in the amount of \$421,925 is accepted.

SECTION 2. The bid for Phases III and IV for the Citywide Sidewalk Project submitted by ARZ Builders, Inc. in the amount of \$228,005 is accepted.

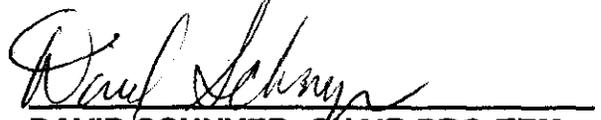
SECTION 4. The funding for the projects be provided from account number 305-1116-5190-6304.

PASSED AND APPROVED this 18th day of April, 2001

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By D. Schnyer

Seconded By D. Wilson

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

RESOLUTION NO. 49-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INCREASED ACTIVITY FEES FOR THE RECREATION DEPARTMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Recreation Department has completed a survey of surrounding municipalities on fee structure for activities offered to residents in their community and found that Riviera Beach's fees are lower than those of other municipalities; and

WHEREAS, the Recreation Department is recommending that a comparable rate structure be approved.

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

SECTION ONE

That City Council approves the following Activity Fee Schedule:

<u>Activity</u>	<u>Current Rate</u>	<u>New Rate</u>	<u>Non-Resident</u>
Youth Basketball	\$ 20.00/child	\$ 30.00/child	\$ 40.00/child
Tackle Football	45.00 "	55.00 "	\$ 65.00 "
Flag Football	25.00	35.00 "	45.00 "
Baseball	25.00	35.00 "	45.00 "
T-Ball (5-8)	25.00	35.00 "	45.00 "
Cheerleading	25.00	35.00 "	45.00 "
<b>Summer Program</b>	100.00	175.00 "	225.00 "
Jr. Tennis Program	15.00	25.00 "	35.00 "
Men's Basketball	\$250.00 (Per Team)	\$275.00 "	\$300.00 "
Men's Flag Football	\$175.00 (Per Team)	\$200.00 "	\$250.00 "
Tate/Wells Gym Rental	\$ 75.00thr (with 200.00 Refundable Deposit)	\$ 95.00/hr	\$100.00/hr
Ball Field Rental	\$ 25.00/hr (without Lights)	\$ 35.00/hr	\$ 45.00/hr
	\$ 40.00thr (with Lights)	\$ 50.00/hr	\$ 60.00thr
<b>Swimming Lessons</b>	\$ 15.00/child (two <b>Week Sessions</b> )	\$ 20.00/child	\$ 25.00/child
Swim Team	\$ 50.00	\$ 60.00	\$ 65.00
<b>Aftercare</b>	\$ 60.00	\$ 70.00	\$ 80.00
<b>Ocean Swim</b>	\$ 15.00	\$ 20.00	\$ 20.00
Snorkeling	\$ 15.00		

SECTION TWO

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

, PASSED AND APPROVED this 18th day of April 2001.

iAPPROVED:

*Michael D. Brown*  
iMICHAEL D. BROWN  
jMAYOR

*Edward Rodgers*  
EDWARD RODGERS  
CHAIRPERSON

*David Schnyer*  
DAVID . SCHNYER  
CHAIR PRO-TEM

*Donald R. Wilson*  
DONALD R. WILSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE  
COUNCILMEMBERS

*Carrie E. Ward*  
CARRIE E. WARD, CMC/AE

MOTIONED BY: D. Wilson

! SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED FOR LEGALSUFFICIENCY

*Pamela H. Ryp*  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 3/29/01

## FEE COMPARISON

Activities	Riviera Beach ProDosed	West Palm Beach	Boynton Beach	Delray Beach	Palm Beach Gardens
	Res/Non-Res.	Res/Non-Res.	Res/Non-Res.	Res/Non-Res.	Res/Non-Res.
Youth Basketball	\$ 30/ \$40 Child	\$30/\$35	\$ 68/ \$ 85	\$30/\$35	\$ 55/ \$ 75
Tackle Football	\$ 55/ \$65	\$45/ \$55	\$ 65/ \$ 70	Men Travel. Team	\$100/\$125
Flag Football	\$ 35/ \$45	\$ 30/\$35	\$ 30.00	\$45/ \$55	\$ 50 / \$ 65
Baseball	\$ 35/ \$45	(Run by L.L. Assoc)	\$30/\$38	\$30 / \$35	\$325/ \$475 Team
T-Ball (5-8)	\$ 35/ \$45	(Run by L.L. Assoc)	\$ 30/38	\$30 / \$35	\$ 55/ \$ 75
Cheerleading	\$ 35/ \$45		\$12/\$15	\$45/ \$55	
Summer Program	\$175/225	\$260/300	\$226/ \$300	\$45/wk	\$ 991 \$110 Wk
Jr. Tennis Program	\$ 25/ \$35	\$ 32/ \$37	\$ 28/ \$ 35	Contracted out	\$ 55.00
Men's Basketball	\$275/\$300 Team	• N/A	\$180/\$200 Team	N/A	\$ 425/ Team
Men's Flag Football	\$200/\$250 Team	\$300/Team	• N/A	N/A	\$ 400/ Team
Tate/Welis Gym Rental	\$95.00/HR	Various/Center		\$48/3 hrs \$10 +	
Swimming Lessons	\$ 20/525	\$ 25/ \$ 30 (3 wks)	• N/A	\$ 20.00/month	\$27.50/ \$44 (4 sessions)
Swim Team	\$ 60/ \$65	\$ No Charge	• N/A	\$ 20.00/month	\$45/\$55
Ocean Mile	\$ 20.00	• N/A	\$ 2000	\$ 20.00	• N/A
Adult Water Arthritis	\$1.00/class	\$ 10.00/month	\$ 2.25/class	\$ 10.00/month	\$ 2.25/ class
Daily Pool Fees		• N/A		\$1.00/\$1.50+tax	\$1.25/1.75 & 1.75/2.00
Aftercare	\$ 70 /80	\$50/month	\$ 80/85 aV.mo.		

• N/A = Not Offered

RESOLUTION NO. 50-01 -

**A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT TO SUBAQUEOUS SERVICES, INC, AND SETTING UP A BUDGET IN THE AMOUNT OF \$144,069.00 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT.**

**WHEREAS**, the city has been awarded a F.I.N.D. Grant in the amount of \$136,200.00.

**WHEREAS**, the city has funds available in the Renewal and Replacement Account in the amount of \$15,000 for this project; and

**WHEREAS**, Subaqueous Services, Inc. was the low bidder on this contract; and

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

**Section 1.** That a contract be awarded to Subaqueous Services, Inc. in the amount of \$144,069.

**Section 2.** The Finance Director be authorized to transfer \$15,000 from the Marina Renewal and Replacement Account and set up a budget for this project.

**Section 3.** This resolution shall take effect immediately upon its approval.

**PASSED AND APPROVED this 18th day of April, 2001.**

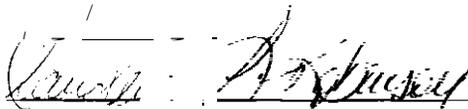
APPROVED:



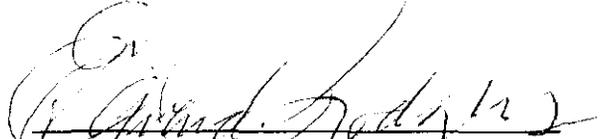
Michael D. Brown, MAYOR

(MUNICIPAL SEAL)

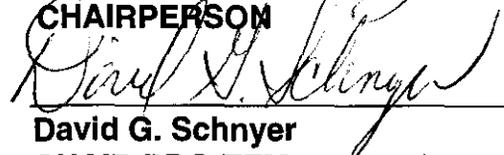
ATTEST:



CARRIE WARD, C C/AAE  
CITY CLERK



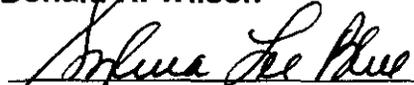
Edward Rodgers  
CHAIRPERSON



David G. Schnyer  
CHAIR PRO-TEM



Donald R. Wilson



Sylvia Lee Blue

Elizabeth "Liz" Wade  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Scbnyer

E. Rodgers aye \_\_\_\_\_

D. Schnyer aye \_\_\_\_\_

D. Wilson aye \_\_\_\_\_

S. Blue aye \_\_\_\_\_

E. Wade aye \_\_\_\_\_

Marinalsc

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 4/9/01

RESOLUTION NO. 51-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$125,000 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE EXECUTIVE OFFICE FOR WEED AND SEED FOR SAFE HAVEN ACTIVITIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH.

WHEREAS, the Department of Justice, Office of Justice Programs, under the Executive Office for Weed and Seed has a grant program; and

WHEREAS, the grant program will fund requests for assistance to support Safe Haven activities in the Weed and Seed target area; and

WHEREAS, the City of Riviera Beach has applied for assistance to Support Safe Haven activities in the Weed and Seed target area; and

WHEREAS, the City of Riviera Beach as an Officially Recognized Weed and Seed site is eligible for these funds; and

WHEREAS, the City has been awarded grant funds in the amount of \$125,000.

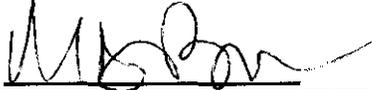
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the staff is authorized to accept grant funds in the amount of \$125,000 from the Department of Justice, Office of Justice Programs, under the Executive Office for Weed and Seed Grant Program.

SECTION 2. That the City Manager is authorized to execute the Grant Agreement on behalf of the City of Riviera Beach.

PASSED AND APPROVED this 18th day of April, 2001.

APPROVED:



**MICHAEL D. BROWN, MAYOR**

[ MUNICIPAL SEAL ]

ATTEST:



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



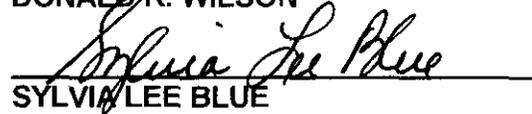
**EDWARD RODGERS, CHAIRPERSON**



**DAVID G. SCHNYER, CHAIR PRO-TEM**



**DONALD R. WILSON**



**SYLVIA LEE BLUE**

**ELIZABETH "LIZ" WADE**  
COUNCIL MEMBERS

MOTIONED BY:           D. Schnyer          

SECONDED BY:           D. Wilson          

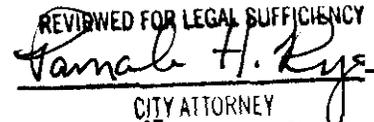
E. RODGERS           aye          

D. SCHNYER           aye          

D. WILSON           aye          

S. BLUE           aye          

E. WADE           aye          

REVIEWED FOR LEGAL SUFFICIENCY  
  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 4/10/07

RESOLUTION NO. 52-01

**A RESOLUTION OF THE CITY OF RIVIERA BEACH,  
PALM BEACH COUNTY, FLORIDA  
APPROPRIATING \$51,263 OF GENERAL FUND  
BALANCE AS ADDITIONAL CITY CASH MATCH  
FOR PHASES II AND III OF THE KEEP PALM  
BEACH COUNTY BEAUTIFUL GRANTS.**

**WHEREAS**, Phases II and III of the Beautiful Palm Beaches Grant have been awarded to the City of Riviera Beach; and

**WHEREAS**, a portion of funds previously earmarked for cash matches was needed for additional costs of Phase I; and

**WHEREAS**, the City still desires to go forward with Phases II and III.

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

**Section 1.** That the Finance Director be authorized to appropriate an additional \$51,263 General Fund Balance for required cash matches.

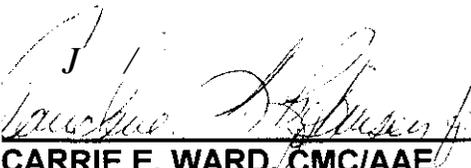
**PASSED and ADOPTED this 18th day of April " 2001**

APPROVED:

  
MICHAEL D. BROWN, MAYOR

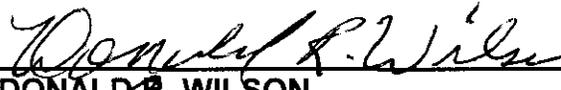
{MUNICIPAL SEAL}

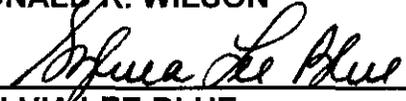
ATTEST:

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER,  
CHAIR PRO-TEM

  
DONALD R. WILSON

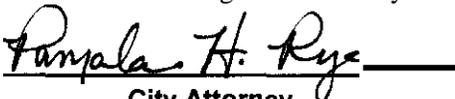
  
SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

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

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

Reviewed as to Legal Sufficiency

  
Pamela H. Rye  
City Attorney  
City of Riviera Beach

Date: 4/10/01

RESOLUTION NO. 53-01

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 BETWEEN THE CITY OF RIVIERA, THE PORT OF PALM BEACH DISTRICT, AND PALM BEACH COUNTY REGARDING IMPROVEMENTS TO 13<sup>TH</sup> STREET, AVENUE C AND 11<sup>TH</sup> STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port has undertaken a program of improvements which include the construction of a new cruise ship terminal, office complex and slip; and

WHEREAS, the City and Port have resolved certain outstanding issues relative to FDEP permits for development of the improvements, and

WHEREAS, the City and the Port, together with the County, have met in a cooperative effort to address each of the party's concerns and interests in connection with the construction and operation of the Port's improvements; and

WHEREAS, the parties have agreed upon a system of road improvements and a formula for allocating the cost of constructing the same, and

WHEREAS, the parties agree to enter into an Interlocal Agreement and to resolve issues in connection with the Port's pending FDEP permits; and

WHEREAS, the City, the Port and the County desire to reach an agreement with regard to certain road improvements incident to construction of the Port's onsite improvements; and

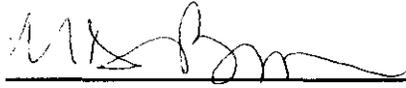
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Mayor and City Clerk are authorized to execute an interlocal agreement between the City of Riviera Beach, the Port of Palm Beach District and Palm Beach County regarding improvements to 13<sup>th</sup> Street, Avenue C, and 11<sup>th</sup> Street.

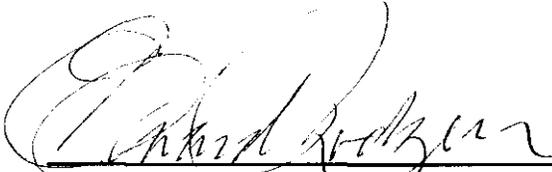
Section 2. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 18th day of April 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

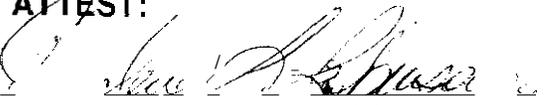
  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, AIR PRO-TEM

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

ATTEST:

  
CARRIE E. WARD, C/AAE  
CITY CLERK

ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

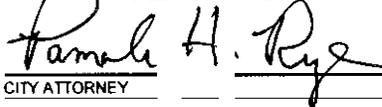
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RNIERA BEACH

DATE 4/18/01

R 2001 0575

INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
RIVIERA BEACH, PORT OF PALM BEACH DISTRICT, AND  
PALM BEACH COUNTY CONCERNING 13<sup>TH</sup> STREET AND  
OTHER ROADWAY IMPROVEMENTS

THIS INTERLOCAL AGREEMENT is made this \_\_\_\_ day of APR 17 2001, 2001,

between the Port of Palm Beach District, an independent special taxing district created and existing pursuant to 1915 Florida Laws 7081, as amended from time to time, (hereinafter "PORT"), Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), and the City of Riviera Beach, a Florida municipal corporation, (hereinafter "CITY"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the PORT has undertaken a program of improvements which include construction of a new cruise ship terminal and office complex and expansion of slip #3 (hereinafter "ONSITE IMPROVEMENTS"); and

WHEREAS, with this Agreement, the CITY and PORT have resolved certain outstanding issues relative to the Florida Department of Environmental Protection (hereinafter "FDEP") permitting issues concerning development of the ONSITE IMPROVEMENTS; and

1           **WHEREAS**, the PORT and the CLTY, together with the COUNTY, have met in a  
2 cooperative effort to address each party's concerns and interests in connection with the construction  
3 and operation of the ONSITE IMPROVEMENTS; and

4           **WHEREAS**, the PORT and the COUNTY have entered into an interlocal agreement dated  
5 May 2, 2000, regarding the PORT's obligations to the COUNTY under the COUNTY's Impact Fee  
6 Ordinance and Traffic Performance Standards Ordinance; and

7           **WHEREAS**, the parties have agreed upon a system of road improvements and a formula for  
8 allocating the cost of constructing the same and the PORT, the CITY and the COUNTY each have  
9 an independent public purpose in constructing the road improvements set forth herein; and

10           **WHEREAS**, the governing bodies of each of the PORT, CITY and COUNTY have adopted  
11 resolutions incorporating that understanding and directing that it be committed to an interlocal  
12 agreement among the parties; and

13           **WHEREAS**, the parties desire to enter into an interlocal agreement and to resolve issues in  
14 connection with the PORT's pending FDEP permits; and

15           **WHEREAS**, the Port, the COUNTY and the CITY desire to reach an agreement with regard  
16 to certain road improvements incident to construction of the ONSITE IMPROVEMENTS as more  
17 particularly set forth herein; and

18           **WHEREAS**, this Interlocal Agreement reflects the parties' commitments and understanding  
19 for that part of the road project referred to as Phase I in the Fast Tract Grant Application and award  
20 referred to below; and

21           **WHEREAS**, each of the parties has the power and authority within its respective jurisdiction  
22 to design and build road improvements.

NOW, **THEREFORE**, in consideration of the mutual representations, terms and covenants set forth, the parties hereby agree as follows:

Section 1. Recitals

The parties to this Interlocal Agreement agree that the Recitals set forth above are true and correct and form a part of this Agreement.

Section 2. Purpose

The purpose of this Interlocal Agreement is to reach an agreement with regard to certain road improvements to 13<sup>th</sup> Street, 11<sup>th</sup> Street and Avenue C incident to construction of the ONSITE IMPROVEMENTS as more particularly set forth herein.

Section 3. Access to Cruise Terminal

The primary access point for the new cruise terminal and office complex shall be at the intersection of 11<sup>th</sup> Street and Avenue C as depicted on attached Exhibit A (Master Plan).

Section 4. 13<sup>th</sup> Street Improvements

13<sup>th</sup> Street shall be improved by widening same from Old Dixie Highway to Avenue C, with approximately a 104 foot right-of-way, four-lane highway with sidewalks, landscaping, decorative lighting and necessary drainage, water and sewer improvements and railroad crossing improvements; all referred to herein as the "13<sup>th</sup> Street Improvements." The 13<sup>th</sup> Street Improvements shall be consistent with those shown on the 13<sup>th</sup> *Street Alignment and Port Access Plan* and depicted on Exhibit B.

Section 5. 11<sup>th</sup> Street Improvements

11<sup>th</sup> Street shall be improved, with landscaping, sidewalks, decorative lighting and necessary drainage, water and sewer improvements; all referred to herein as the "11<sup>th</sup> Street Improvements."

1 The 11<sup>th</sup> Street Improvements shall be consistent with those described on composite Exhibit C of this  
2 Agreement. The right-of-way shall be 60' in width and measured from the existing north right-of-  
3 way line, The PORT shall contribute additional property as necessary to make up the 60' right-of-  
4 way. The improvements to 11<sup>th</sup> Street shall be consistent with the final "Site Specific Traffic Impact  
5 Analysis, Port of Palm Beach Cruise Terminal" report prepared for the PORT, dated August 14,  
6 2000.

7 Section 6. -Avenue C Improvements

8 Avenue C shall be improved, with landscaping, sidewalks, decorative lighting and necessary  
9 drainage, water and sewer improvements; all referred to herein as the "Avenue C Improvements."  
10 The Avenue C Improvements shall be consistent with those described on composite Exhibit D of this  
11 Agreement. It is anticipated that the right-of-way corridor shall be centered upon the current  
12 centerline of Avenue C, unless otherwise approved by the City Manager and Port Director. The  
13 improvements to Avenue C shall be consistent with the final "Site Specific Traffic Impact Analysis,  
14 Port of Palm Beach Cruise Terminal" report prepared for the PORT, dated August 14, 2000.

15 Section 7. Schedule of Construction

16 The Port and the City shall use their best efforts to undertake the improvements in the  
17 following sequence:

- 18 A. Construction of the 11th Street Improvements concurrent with the acquisition of  
19 property for and construction of the 13th Street Improvements from Avenue "C" to  
20 Old Dixie Highway as currently shown on Exhibit B.  
21 B. Construction of the Avenue "C" Improvements.  
22

Section 8. Payment of Costs

As used in this Agreement, the term "Project" shall mean 13<sup>th</sup> Street Improvements, the 11<sup>th</sup> Street Improvements and the Avenue C Improvements and, as used herein, the term "Cost" shall mean all costs necessary and incident to the design, right-of-way acquisition, and construction of the Project.

A. The COUNTY has applied for and received a State of Florida Fast Tract Grant (hereinafter "GRANT") in the amount of approximately \$4.2 million. The COUNTY agrees to reimburse the PORT up to the entire proceeds of the GRANT for the Project in accordance with all the terms and conditions of the GRANT and this Agreement. Notwithstanding anything to the contrary, the Parties agree and acknowledge that the COUNTY's obligations herein are as follows:

1. The COUNTY's obligations herein are completely satisfied by and through the GRANT and that in no event will the COUNTY incur obligations outside the terms and conditions of the GRANT. In the event the GRANT becomes unavailable, the COUNTY shall have no funding obligations for the Project.

2. GRANT funds shall be used for all authorized Project costs except for design and construction management. The use of such funds shall not violate the terms and conditions of the GRANT. Any payments by the COUNTY pursuant to this Agreement shall be made, subject to the limitations set forth above, within thirty (30) days of receipt and approval of the invoice from the PORT.

The COUNTY may, in its sole discretion, initiate a transfer of the Grant to the PORT and the PORT hereby agrees to accept the transfer and all the associated rights, obligations and responsibilities thereunder and to comply with all the terms and conditions of the GRANT. The

1 PORT, CITY and the Florida Department of Transportation (hereinafter "FOOT") will be notified  
2 in writing by the County Administrator that the COUNTY intends to transfer the GRANT. The  
3 transfer will take effect upon execution of a Joint Project Agreement between the PORT and the  
4 FOOT (hereinafter "JPA"). PORT approval of the JPA will not be unreasonably withheld. Upon  
5 execution of the JPA by and between the PORT and the FOOT, the parties hereto agree as follows:  
6 1) The COUNTY's GRANT obligations herein shall be null and void; 2) The COUNTY shall be  
7 relieved of any and all responsibility pursuant to this Agreement including any and all payment  
8 obligations; and 3) The COUNTY shall further be relieved of all responsibility for complying with  
9 the GRANT.

10 B. Contingent upon written confirmation from the State of Florida that some or all of  
11 the \$4.2 Million Dollar GRANT can be utilized east of Old Dixie Highway for 13<sup>th</sup> Street as  
12 realigned, as depicted on Exhibit B. the PORT shall pay the balance of the Cost of the Project up to  
13 a total of \$8.4 Million Dollars, which sum may include, at the PORT's option, some or all of the  
14 GRANT. The CITY and PORT agree that they shall each pay ~~one-half~~ (1/2) of the Additional Cost  
15 Contingency. The term "Additional Cost Contingency" shall mean ten percent (10%) of the  
16 projected cost of \$8.4 million, or \$840,000.00. The PORT, CITY and the COUNTY shall fully  
17 cooperate in approving, completing, submitting and processing applications for such grants as to  
18 which any of the parties hereto may be eligible, and shall promptly execute such documents and  
19 instruments as are necessary or appropriate in connection therewith without financially obligating  
20 such party with respect to said grant. The obligations of the PORT hereunder are not contingent  
21 upon the successful application for or receipt of any such grant monies, except the GRANT  
22 referenced in Paragraph 8A.

**Section 9. Management and Control**

2           A.     The PORT will control and manage the design, right-of-way acquisition, and  
3 construction of the Project, including all condemnation proceedings and all construction activity and  
4 including the selection of necessary attorneys, consultants, appraisers and other professionals, with  
5 input from the CITY, and may use its own consultants currently under contract to the PORT, but the  
6 PORT shall make all final decisions, subject to the provisions set forth hereinafter for review of  
7 plans and specifications ("Plans"). The PORT shall have sole authority in the award of contracts.  
8 The PORT will be the condemning authority for all necessary right-of-way and easement  
9 acquisitions, and the CITY and those authorities or agencies which it controls will adopt such  
10 resolutions and take such other actions as may be necessary or appropriate, as reasonably determined  
11 by the PORT and CITY, to commence and complete such proceedings, as to any authority which  
12 cannot be exercised by the PORT. Right-of-way acquisition can proceed prior to final approval of  
13 Plans.

14           B.     Design Report. The PORT has entered into a contract for preparation of Plans for the  
15 Project. On or before May 1, 2001, the PORT shall submit to the CITY a Basis of Design Report  
16 and Cost Estimate ("Design Report") for the Project as described in Section 4, 5 and 6 of this  
17 Agreement. The CITY shall have fifteen (15) days from the date of submission of the Design Report  
18 to provide written comments to the PORT with respect to same, and give written approval of same,  
19 such approval not being unreasonably withheld. To the extent that the cost estimate contained in  
20 such Design Report indicates that the cost of the Project will exceed \$8.4 Million Dollars plus the  
21 Additional Cost Contingency, then the PORT and the CITY shall agree to a method to fund such  
22 excess or otherwise eliminate such excess. Such methods may include, but not be limited to,

1 additional funding commitments from the PORT and the CITY, procurement of additional grants  
2 or other funds from outside sources, design modifications, value engineering, construction of  
3 severable portions of the Project, timing adjustments for construction or such other means as the  
4 PORT and the CITY may agree. The PORT shall, however, proceed with planning, design,  
5 acquisition and construction of the Project to the maximum extent possible but shall not be required  
6 to contract for the expenditure of greater than \$8.4 Million Dollars, plus the Additional Cost  
7 Contingency, until the PORT and the CITY have agreed to a method to fund or eliminate any excess.  
8 In the event that the CITY desires additional time to review the Design Report, the additional days  
9 shall be added to the completion date of the Project.

10           100% Plans. On or before December 15, 2001, the PORT shall submit to the CITY  
11 for their review and approval, 100% Plans and final cost estimate. The CITY shall have fifteen (15)  
12 days from the date of submission of the 100% Plans to provide written comments to the PORT with  
13 respect to same, and give written approval of same, such approval not being unreasonable withheld,  
14 and to the extent that the cost estimate contained in such 100% Plans indicates that the Cost of the  
15 Project will exceed \$8.4 Million Dollars plus the Additional Cost Contingency, then the PORT and  
16 the CITY shall agree to a method to fund such excess or otherwise eliminate such excess. Such  
17 methods may include, but not be limited to, additional funding commitments from the PORT and  
18 the CITY, procurement of additional grants or other funds from outside sources, design  
19 modifications, value engineering, construction of severable portions of the Project, timing  
20 adjustments for construction or such other means as the PORT and the CITY may agree. The PORT  
21 shall, however, proceed with planning, design, acquisition and construction of the Project to the  
22 maximum extent possible but shall not be required to contract for the expenditure of greater than

1 \$8.4 Million Dollars, plus the Additional Cost Contingency, until the PORT and the CITY have  
2 agreed to a method to fund or eliminate any excess. In the event that the CITY desires additional  
3 time to review the Design Report, the additional days shall be added to the completion date of the  
4 Project.

5 Bid Results. If as a result of bids to construct the Project the projected Cost of the  
6 Project will exceed \$8.4 Million Dollars plus the Additional Cost Contingency, then the PORT and  
7 the CITY shall agree to a method to fund such excess or otherwise eliminate such excess. Such  
8 methods may include, but not be limited to, additional funding commitments from the PORT and  
9 the CITY, procurement of additional grants or other funds from outside sources, design  
10 modifications, value engineering, construction of severable portions of the Project, timing  
11 adjustments for construction or such other means as the PORT and the CITY may agree. The PORT  
12 shall, however, proceed with planning, design, acquisition and construction of the Project to the  
13 maximum extent possible but shall not be required to contract for the expenditure of greater than  
14 \$8.4 Million Dollars plus the Additional Cost Contingency until the PORT and the CITY have  
15 agreed to a method to fund or eliminate any excess.

16 Plan Approval. In the event that the CITY disapproves the Design Report or the  
17 100% Plans (either of which are referred to hereinafter as the "Work Product"), the CITY shall state  
18 its reasons in writing with specificity and suggesting an acceptable cure to the disapproval. The  
19 PORT may resubmit the Work Product within fifteen (15) days of the disapproval and the CITY  
20 shall, within fifteen (15) days of the resubmittal, review and may approve the Work Product. If the  
21 CITY does not agree to the resubmitted Work Product, then the matter shall be resolved as provided  
22 in Section 11 of this Agreement. Upon approval of the Work Product, or resolution of the objections

thereto in the manner provided in Section 11 of this Agreement, and in accordance with the preceding paragraph of this Section 9B, the PORT shall diligently and continuously proceed with the Project, including any additional land acquisition, and shall use all reasonable measures to complete the portion of the Project east of U.S. Highway 1 expeditiously.

C. A Certificate of occupancy shall be issued for the cruise terminal and for space in the Marine Office Complex provided the PORT has submitted the Design Report and is not otherwise in breach of this Agreement. Until access is improved through completion of Project improvements east of U.S. Highway' additional interim access for the Cruise Terminal and Marine Office Complex traffic shall be over Martin Luther King Boulevard. In the event the PORT is unable to proceed with the completion of the Project for reasons outside of the control of the PORT, including as a result of floods, unusual weather conditions, any other acts of God, civil or military authority, litigation, acts of public enemy, or strikes, lockouts, labor disputes, shortages of suitable parts, unavailability of materials, location of utilities other than as depicted on public records, labor or transportation, or any other causes beyond the reasonable control of the PORT, then the time for completion of work shall be extended for the period of such delay, and the PORT shall immediately notify the CITY and shall advise them of the reasons for the delay. The CITY and the PORT agree to meet to resolve any issues that will prevent the completion or delay of the roadway improvements.

D. Completion of the Project is not a condition precedent to the issuance of a "Certificate of Occupancy" for use of the Cruise Terminal and Office Complex. The PORT agrees to diligently pursue the Project to completion at the earliest possible date and time reasonable.

E. The entire Project shall be completed within the time period reflected in the GRANT award.

F. The PORT has adopted a plan to give Minority/Women Business Enterprises ("MIWBE") an ample opportunity to maximize their participation within the scope of the PORT's ongoing procurement processes. The CITY has a goal of a minimum of 15% participation of MIWBEs (as listed in Palm Beach County M/WBE Directory, and by the Federal Government and the State of Florida) in all County contracts. Contracts awarded by the PORT in connection with the Project shall comply with the CITY's MIWBE policy, attached hereto as Exhibit E.

G. While the PORT shall be the principal agent and the lead manager for the Project, the Project is also a major public works project of the CITY which for reasons of need, timing, expediency and convenience is being managed by the PORT. The CITY is a full and active participant in the Project. The CITY recognizes the PORT's need to have the Project timely completed in order to service its new cruise terminal. The PORT recognizes the CITY's need to assure that the Project is timely constructed to the standards and requirements of any CITY public works project. To assure that these objectives are met, the PORT and the CITY shall implement a procedure for communication and coordination concerning the Project. From and after execution of this Agreement, PORT and CITY representatives shall meet (representatives to be designated by the Port Director and City Manager respectively) no less frequently than bi-weekly to review development of plans, right-of-way alignments, acquisition activities, project construction deadlines, construction activities and any other aspect of the Project planning, design and construction, until such time as the Project is complete. It is anticipated that these meetings will be conducted as a part of the PORT's regular coordination with its contractors and construction manager so as to make most efficient use of personnel. This process is intended to keep all parties fully apprised of the status of

the Project and any issues that may arise so that they may be timely addressed and resolved without occasioning any delay in title development or review of Plans of the Project.

H. The Design Report and all Plans for the Project, and any portion thereof, shall meet the requisite, now existing design criteria ("Design Criteria"), Design Criteria for the Plans shall be CITY Roadway and Traffic Design Standards and the CITY's landscaping code, unless otherwise agreed. PORT's obligations regarding Traffic Performance Standards and Impact Fees shall be in accordance with the Agreement between the PORT and the COUNTY dated May 2, 2000.

I. The CITY and the COUNTY shall promptly perform all required reviews, inspections and approvals prior to and during the course of construction. The CITY, to the extent allowable by law, shall waive all permit, and other fees, charges and assessments, all of every kind and nature, in connection with the Roadway Project.

J. All construction contracts with general contractors shall require surety bonds, warranties and insurance naming the CITY, the PORT and the COUNTY as additional named insured or benefitted parties, with certificates evidencing same to be issued to each of the CITY, the PORT and the COUNTY.

K. The PORT and the CITY agree to cooperate in establishing traffic patterns during construction.

#### **Section 10. Ownership of Improvements**

A. Upon taking title to property within the proposed right-of-way, same shall be deeded to the CITY together with such other property as the PORT shall deem appropriate. All improvements constructed as part of the Project shall be the property of the CITY. Upon completion of each severable element of the Project, certification of same by the Project (PORT) Engineer and

1 delivery to the CITY or " complete set of record drawings, said Severable Element shall, upon  
2 written notice from the FORT, become the property of the CITY. Maintenance of all Project  
3 improvements which have become the property of the CITY, shall be the sole responsibility of the  
4 CITY. The PORT shall not be required to pay the CITY for any property belonging to the CITY,  
5 real, personal or mixed. nor pay any other damages to the CITY in respect of such property, for  
6 property located within the proposed right-of-way of the Project.

7 B. In connection with the acquisition of property it may become necessary or appropriate  
8 to condemn property Outside of the proposed right-of-way lines, condemned and paid for by the  
9 PORT pursuant to its obligations under Paragraph 8B of this Agreement, with respect to one or more  
10 parcels. The property outside the proposed right-of-way lines and not used in connection with the  
11 Project as referred to herein as "Outside Property." At the CITY's option, the CITY shall have the  
12 right to have all or any portion of such Outside Property transferred to it upon payment to the PORT  
13 of the PORT's Cost, as defined below, by giving written notice to the PORT within six months of  
14 the PORT acquiring title thereto through condemnation or otherwise. The PORT's Cost shall be  
15 determined by multiplying the PORT's participation percentage times the Amount Payable. The  
16 PORT's participation percentage is a fraction, the denominator of which is the total Cost of the  
17 Project (but not more than \$8.4 Million Dollars plus its share of the Additional Cost Contingency)  
18 and the numerator of which is the amount paid by the PORT (exclusive of grants or other funds from  
19 third parties) toward total Project costs. The Amount Payable shall be arrived at by using the  
20 formula  $\text{Amount Payable} = A (B/C)$ , where A is equal to the total amount paid in connection with  
21 the condemnation of the entire parcel of which the Outside Property was a part, B is equal to the total  
22 number of square feet of Outside Property being desired by the CITY from the entire parcel of which

the Outside Property was a part, and C is the total number of square feet of the entire parcel of which the Outside Property was a part.

Section 11. Construction of Cruise Terminal

Concurrent with execution hereof by all parties, the CITY shall withdraw all objections and pending motions with respect to FDEP permits Nos. ES 50-0151573-004 and EC 50-0151573-001, and with prejudice with each party to bear its own fees and costs.

Section 12. Dispute Resolution

A. The PORT, the COUNTY and the CITY agree that their respective staffs shall use all reasonable means to resolve all disputes in the implementation of the Project. In the event that a dispute between the respective staffs develops, the respective staffs shall notify the respective governing bodies at their earliest available meeting date of the nature of the dispute and the fact of the inability to agree. If the dispute is not resolved within five (5) working days after the last of board meeting dates thereafter, the dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and the following schedule.

B. If a dispute remains unresolved five (5) days after notification of each party's governing board, then each party shall, within fifteen (15) days thereafter, select an arbitrator qualified by the AAA and notify each party, in writing, of that selection. The arbitrators selected by the parties individually shall constitute the board of arbitrators to hear the dispute. The parties agree that the arbitration proceeding shall be conducted within forty-five (45) days after selection of the arbitrators. Unless otherwise agreed in writing by the parties, the arbitrators' decision shall be rendered not later than fifteen (15) days from the date of the hearing.



With respect to any dispute or controversy made subject to arbitration hereunder, no suit at law or equity based upon such dispute or controversy shall be instituted by any party, except to enforce the award of the arbitrators. The time for completion of improvements hereunder shall be extended for the period of time equal to the delays caused by such dispute.

Section 13. 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.

Section 14. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY

PORT

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

ATTN: Executive Director  
Port of Palm Beach  
P.O. Box 9935  
Riviera Beach, FL 33419

CITY

City Manager  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404



**Section 15. Delegation of Duty**

2 Nothing contained herein shall be deemed to authorize the delegation of the constitutional  
3 or statutory duties of state, county, city or other public officers.

**Section 16. Filing**

4 A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm  
5 Beach County.  
6

**Section 17: Liability**

7 Each party to this Agreement agrees, to the extent permitted by law, to save, defend,  
8 reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers,  
9 employees, servants or agents from each party's own negligence or willful misconduct and from any  
10 and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceedings,  
11 judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly  
12 in connection with or incidental to the performance of this Agreement. The aforesaid indemnity and  
13 hold harmless obligations, or portions or application thereof, shall apply to the fullest extent  
14 permitted by law but in no event shall it apply to liability caused by another party's negligence or  
15 willful misconduct, or that of its agents, servants, employees or officers. further, nothing herein shall  
16 be construed as a waiver of sovereign immunity by any party, pursuant to Section 768.28, Florida  
17 Statute, nor shall the parties to this Agreement and their respective officers, employees, servants or  
18 agents be deemed to assume any liability for the acts, omissions and negligence of any other parties.  
19 Additionally, the PORT and the CITY agree to name the COUNTY as additional insured or  
20 benefitted party on the PORT's and CITY's insurance with certificates evidencing same to be issued  
21 to the COUNTY.  
22

●

**Section 18. Amenuments**

2 This Agreement may be amended only by the express written consent of the governing boards  
3 of all parties to this Agreement.

4 **Section 19. Remedies**

5 This Agreement shall be construed by and governed by the laws of the State of Florida. Any  
6 and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No  
7 remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each  
8 and every such remedy shall be cumulative and shall be in addition to every other remedy given  
9 hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or  
10 partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or  
11 further exercise thereof. It is mutually agreed that in the event of a breach or threatened breach of  
12 this Agreement by any party, or failure to perform as provided hereunder of any party, in addition  
13 to all other rights which may be available, the other party shall have the right of specific  
14 performance, and any other remedies available at law or in equity. Damages awarded hereunder  
15 shall include, but in no way be limited to, delay and other incidental and consequential damages.

16 **Section 20. Interpretation**

17 The captions and section designations herein set forth are for convenience only and shall have  
18 no substantive meaning. No one party shall be considered the author of this Agreement, therefore,  
19 the terms of the Agreement shall not be construed against one party as opposed to the other. There  
20 are no intended third party beneficiaries to this Agreement.

2                    Section 21. Severability

3                    In the event that any section, paragraph, sentence, clause, or provision hereof be held by a  
4                    court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this  
5                    Agreement and the same shall remain in full force and effect, and the parties shall amend or modify  
6                    this Agreement in such manner as to accomplish the purposes set forth herein.

7                    Section 22. Entirety of Agreement

8                    This Agreement represents the entire understanding between the parties concerning the  
9                    Project, and supersedes all other negotiations, resolutions, representations, or Agreements, either  
10                    written or oral, relating to the subject of this Agreement. This Agreement is not intended to effect  
11                    or modify that interlocal Agreement between the PORT and the COUNTY dated May 2, 2000 nor  
12                    that Interlocal Agreement between the CITY and the PORT dated November 13, 1996, except that  
13                    the PORT is entitled to exercise the rights set forth herein even if expressly proscribed by the  
14                    November 13, 1996 Interlocal Agreement.

15                    Section 23. Effective Date

16                    This Agreement shall become binding upon execution by the governing board of the PORT,  
17                    the CITY and the COUNTY and filing with the Clerk of the Circuit Court in and for Palm Beach  
18                    County.

(INTENTIONALLY LEFT BLANK)

**Section 24. Termination**

2 This Agreement shall terminate upon full performance by all parties.

3  
4 ATTEST: George E. Mastics PORT OF PALM BEACH DISTRICT  
5 George E. Mastics, Secretary

6  
7 By: Priscilla Taylor  
8 DATED: \_\_\_\_\_ Priscilla Taylor, Chairperson

9 APPROVED AS TO FORM AND  
10 LEGAL SUFFICIENCY

11 By: \_\_\_\_\_  
12 Port Consulting Attorney

13 ATTEST: THE CITY OF RIVIERA BEACH

14 By: Richard A. [Signature]  
15 [Signature] City Clerk' Mayor

16 DATED: April 2001

17 SEAL

18 APPROVED AS TO FORM AND  
19 LEGAL SUFFICIENCY:

20 By: Pamela H. [Signature]  
21 City Attorney

(SIGNATURES CONTINUE ON NEXT PAGE)

R2001 0575

APR 17 2001

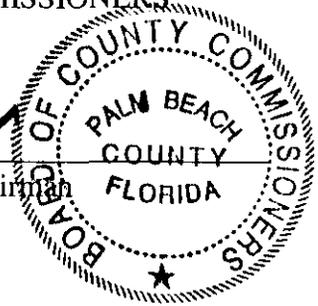
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

DOROTHY H. WILKEN CLERK  
Board of Count', CommissiQl ers

By: *Dorothy H. Wilken*  
Deputy Clerk

By: *W. Newell*  
Warren H. Newell, Chairman



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *Robert T. Ruffalo*  
Assistant County Attorney

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RECEIVED

AUG 3 1 2000

COMMUNITY DEVELOPMENT

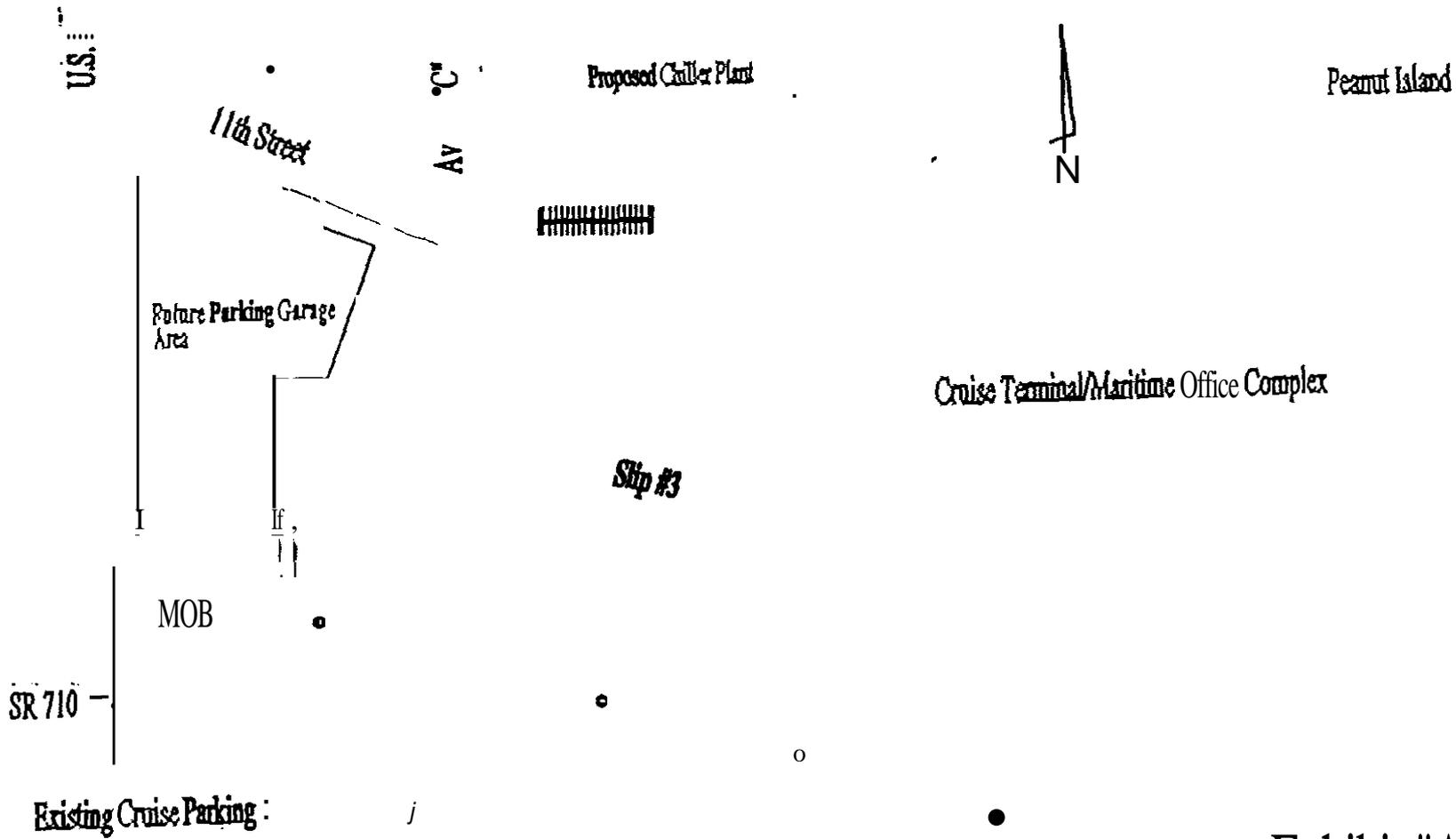
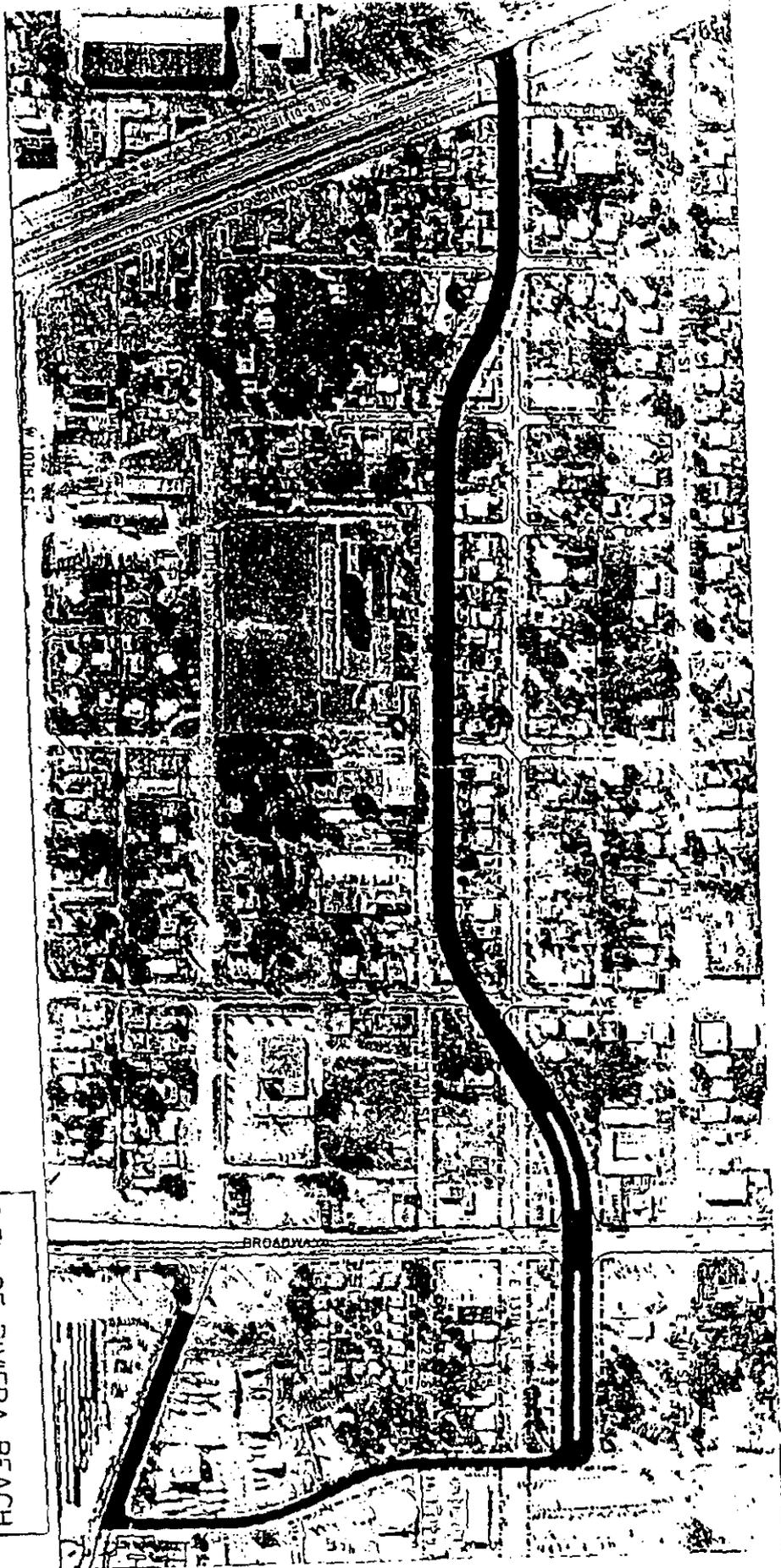
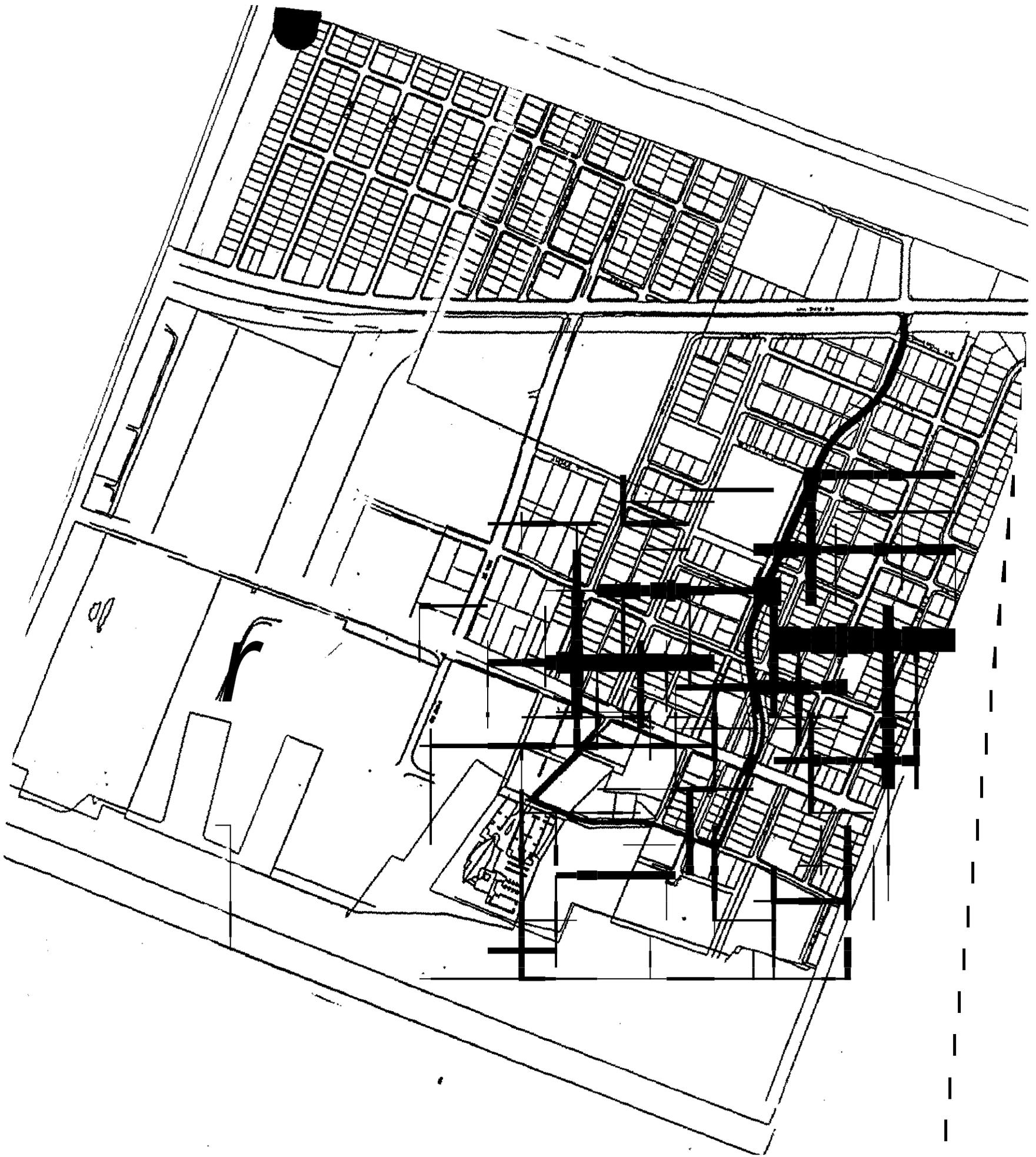


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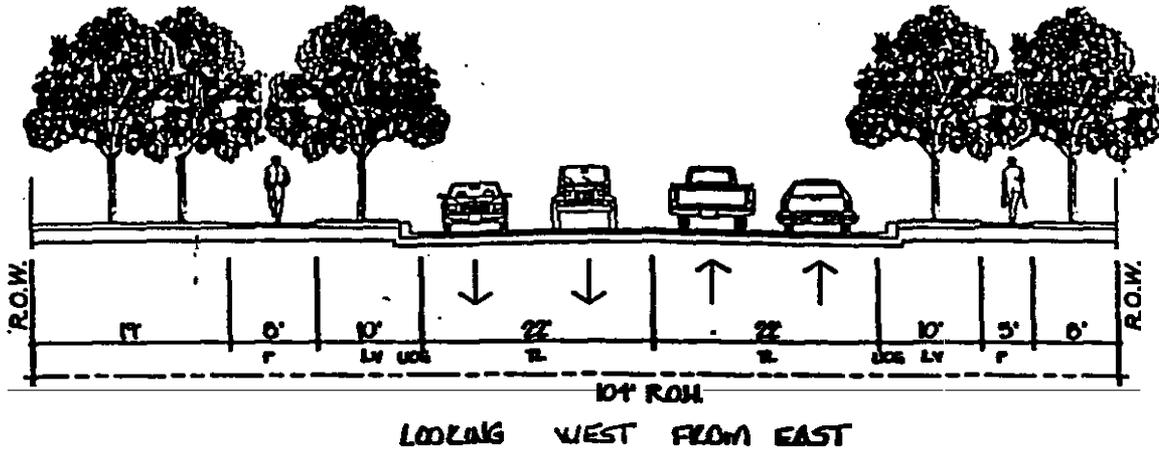


CITY OF RIVIERA BEACH  
AERIAL 13th STREET  
ALIGNMENT  
AND PORT ACCESS  
ALTERNATE PLAN

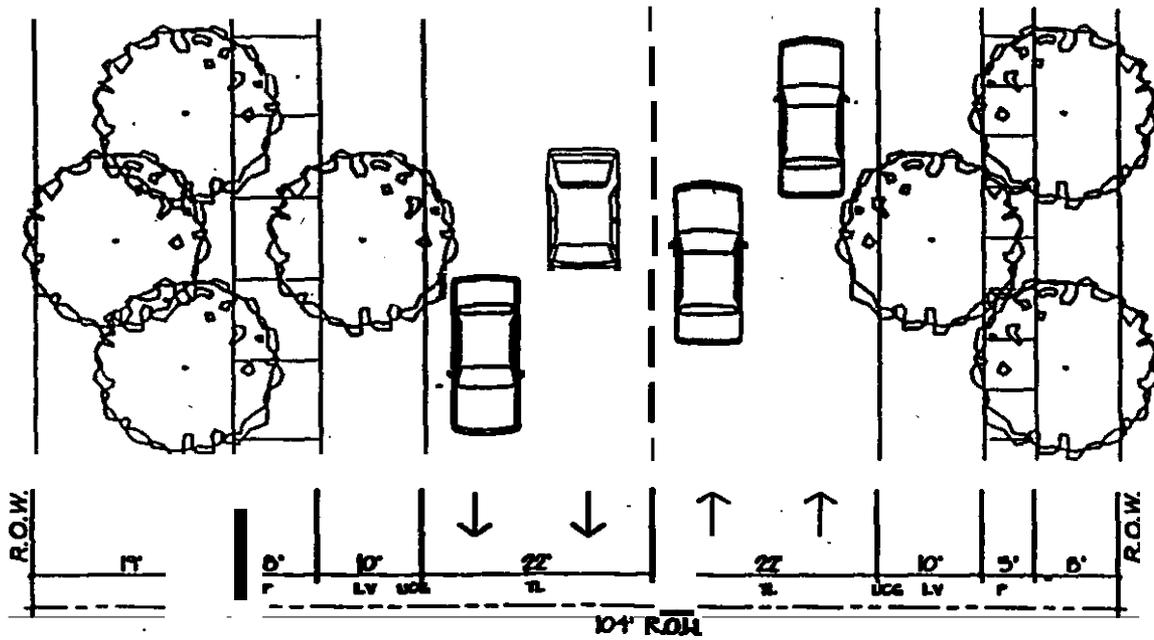
THE CITY OF RIVIERA BEACH  
EXHIBIT B  
PAGE 1 OF 4



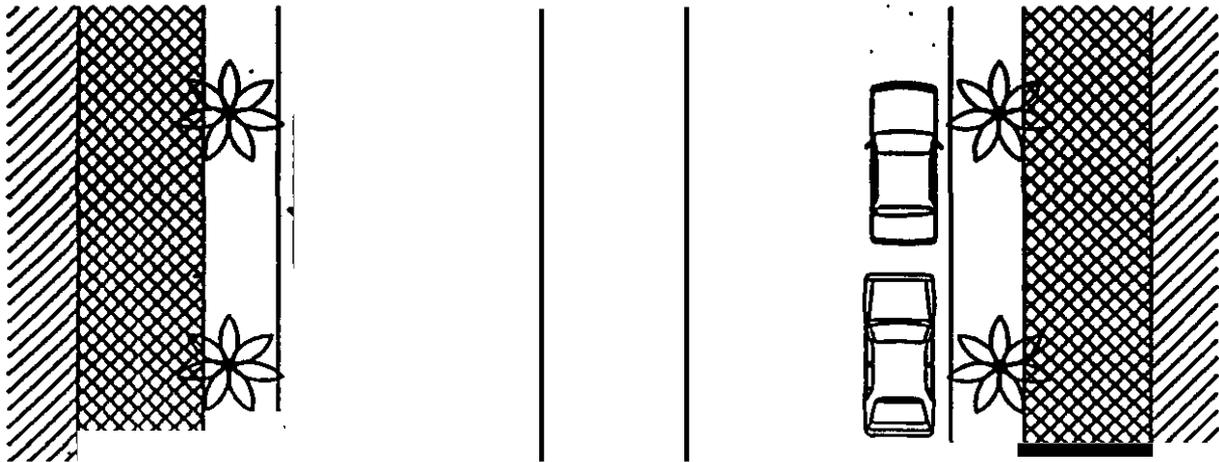
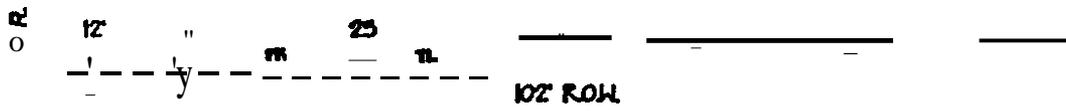
Relocated 13th street



LOOKING WEST FROM EAST

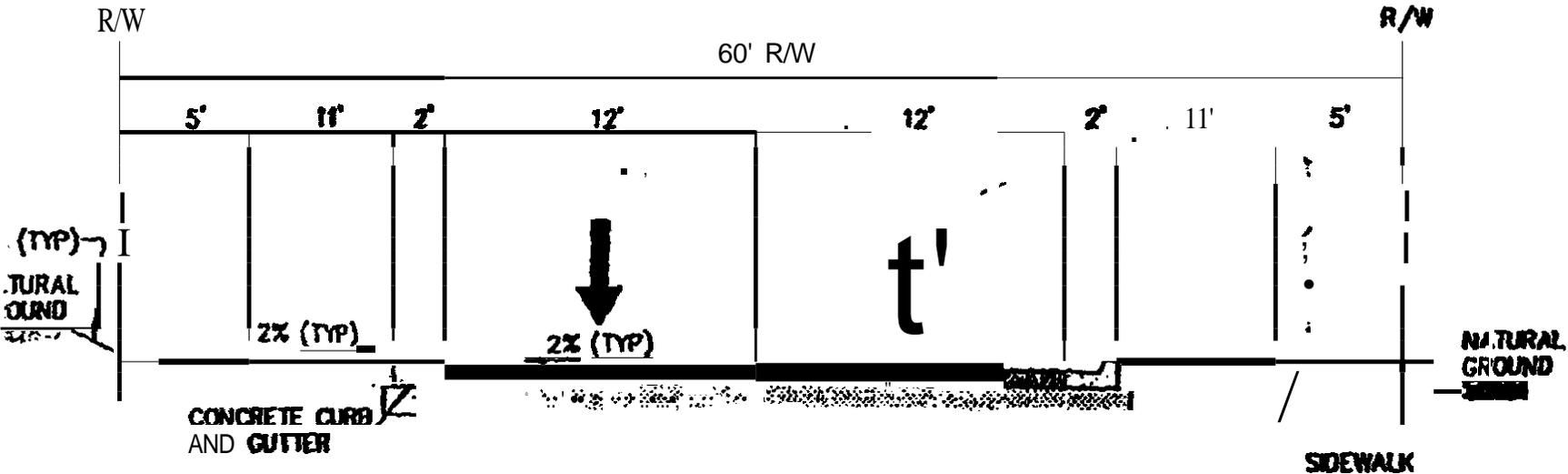


# Relocated 13th Street



COMPOSITE  
EXHIBIT C

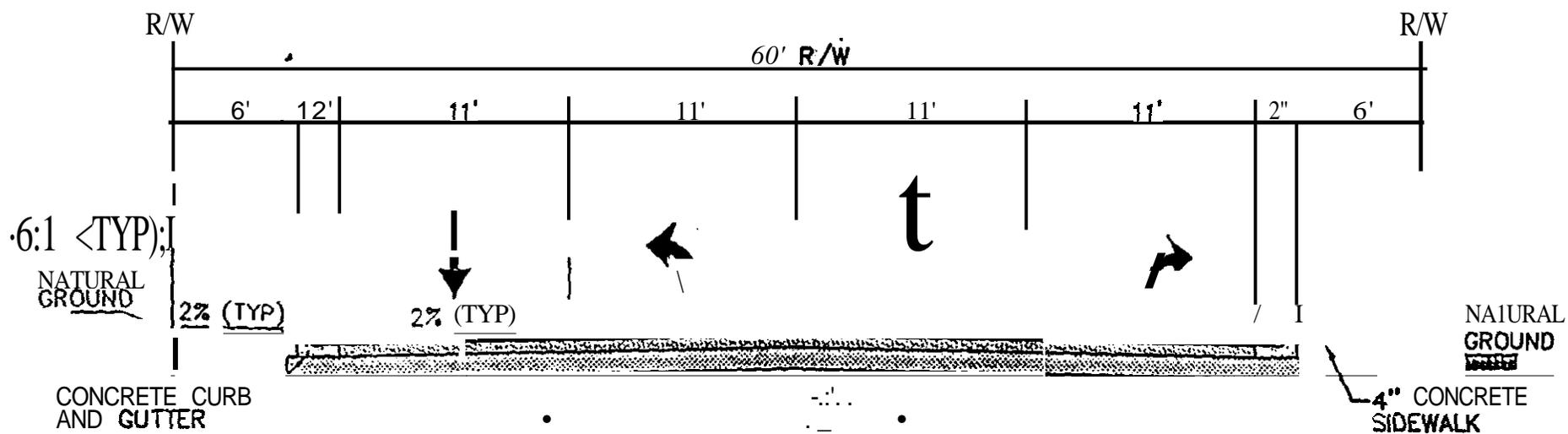
PAGE 10 F 2



nth STREET TYPICAL SEC 110N  
60' RIGHT OF WAY WITH 2 LANES



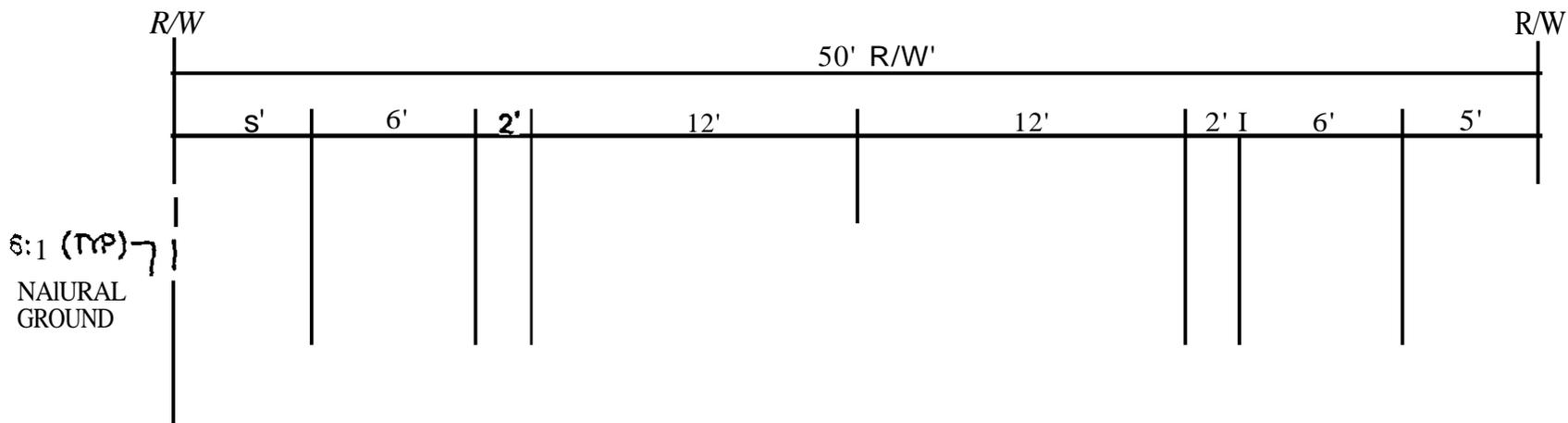
COMPOSITE  
EXHIBIT C  
PAGE 2 OF 2



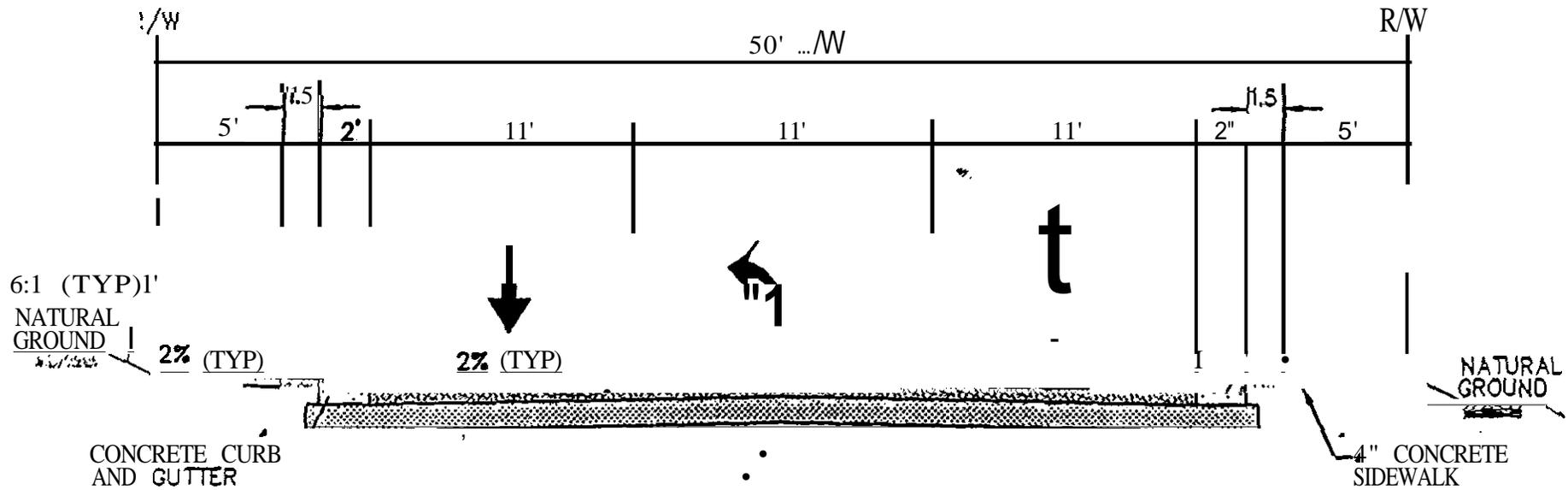
60' RIGHT OF WAY WITH 4 LANES  
11th STREET EASTBOUND APPROACH TO AVENUE "C"

**COMPOSITE  
EXHIBIT D**

**PAGE 1 OF 2**



**AVENUE "CII" TYPICAL SECTION  
50' RIGHT OF WAY WITH 2 LANES**



50' RIGHT OF WAY WITH 3 LANES  
 AVENUE "C" NORTHBOUND APPROACH TO 13th STREET

Table II  
Bonuses Offered

Districts	Bonus
RM-20 and RMH-20	<ol style="list-style-type: none"> <li>Density: 5 du/ac</li> <li>Parking reduction: up to 20 percent of total required and/or 25 percent may be designated compact</li> </ol>
CG	<ol style="list-style-type: none"> <li>Height: additional 5 stories</li> <li>Parking reduction: up to 20 percent of total required and/or 25 percent may be designated compact</li> </ol>
IL and IG	<ol style="list-style-type: none"> <li>Parking reduction: no limit, based on demonstrated use</li> <li>Wedge one side setback</li> <li>Additional lot coverage: 10 percent</li> <li>CN uses as accessDry use</li> </ol>
C-PUD	<ol style="list-style-type: none"> <li>Density: 10 du/ac</li> <li>Height: additional 15 stories</li> <li>Parking reduction: up to 20 percent of total required and/or 25 percent may be designated compact</li> </ol>
I-PUD	<ol style="list-style-type: none"> <li>Height: additional 50 feet</li> <li>Parking reduction: no limit, based on usage or alternative plan</li> </ol>

(c) *Base requirements and bonuses.* Table III establishes the relationship of the bonus to the base regulations, indicating the ultimate requirements if a bonus is used. The base is kept at a reasonable standard, so that a developer using an incentive can still produce a viable project, based on current building trends. However, developers with more ambitious projects will be able to build, while contributing towards the goals of this chapter.

Table III  
Base Requirements and Bonuses

Zoning District	Base Requirement	Bonus	Maximum Permitted With Bonus
RM-20 and RMH-20	<ol style="list-style-type: none"> <li>Density: 18 du/ac</li> <li>Parking: 2 spaces/unit (2 bedroom)</li> </ol>	<ol style="list-style-type: none"> <li>5 du/ac</li> <li>Parking reduction:                     <ol style="list-style-type: none"> <li>20 percent of total req.; and/or</li> <li>25 percent of total spaces may be compact</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>20 du/ac</li> <li>Parking reduction:                     <ol style="list-style-type: none"> <li>20 percent of total req.; and/or</li> <li>25 percent of total spaces may be compact</li> </ol> </li> </ol>
CG	<ol style="list-style-type: none"> <li>Height: 6 stories or 65 feet</li> <li>Parking:                     <ol style="list-style-type: none"> <li>1/300 sq. ft. office</li> <li>1/200 sq. ft. retail</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>Additional 6 stories</li> <li>Parking reduction:                     <ol style="list-style-type: none"> <li>20 percent of total req.; and/or</li> <li>25 percent of total spaces may be compact</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>10 stories</li> <li>Parking reduction:                     <ol style="list-style-type: none"> <li>10 percent of total req.; and/or</li> <li>25 percent of total spaces may be compact</li> </ol> </li> </ol>

Zoning District	Base Requirement	Bonus	Maximum Permitted With Bonus
IG and IL	1. Parking: a. 1/300 manufacture b. 1/1,000 whole... 2. Side setbacks: 15 feet 3. Lot coverage: 45 percent 4. Commercial uses prohibited	1. Parking reduction: a. Number of spaces b. Percent compact 2. Waive side setbacks one side only 3. Additional 10 percent coverage 4. eN uses tft be allowed	1. Reduction in spaces Dr size (Inn limit) based on demonstrated use or alternative plan 2. Elimination of one .id. setback requirement 3. 54 percent lot coverage 4. eN uses as accessory use
C-PUD	1. Density: 15 du/ac 2. Height: 10 stories, 3. Parking: based on use r... requirements	1. 10 du/ac 2. 15 stories 3. Parking reduction: a. 20 percent .f total required; and/or b. 25 percent of total spaces may be compact	1. 25 du/ac (50 hot.1Jnlot,1J 2. 25 stories 3. Parking reduction: a. 20 percent .f tot"l .... required; and/or b. 25 percent of total spaces may be compact
PUD	1. Height: 50 feet 2. Parking: based on use/sq. ft.	1. 50 IHI 2. Parking reduction (no limit): a. Number of spaces b. Percent of compact	1. 100 feet 2. Reduction in spaces - <del>1</del> size Ina limit" based on demonstrated use or alternative pion

(d) *Intent of bonuses.* The intent of the bonuses is not to relax zoning restrictions indiscriminately, but to allow for additional leeway upwards within the acceptable bounds of the zoning standard. For example, a developer cannot simply reduce parking by 20 percent. It must be demonstrated that the requirement is unrealistic for a particular use (i.e., based on number of employees) or that an alternative plan, such as park and ride, is available.

Ord. No. 2214, § 1(V), 9-21-83; Ord. No. 2285, § I, 7:17.85)

Sec. 26-6. **Minority employment component.**

(a) The purpose of this section is to encourage the developer to hire minorities in various capacities of project development, from planning to final construction. This will enable the workforce of the city, which is predominately minority, to directly benefit from the economic boom South Florida is experiencing.

(b) A zoning bonus, or bonus, as set forth in this chapter shall be permitted where the person requesting the bonus enters into a written agreement with the city providing for the following:

- 1) The party requesting the bonus shall employ on the job site at least 20 percent or its part-time and full-time general labor on a job site from minority groups;
- (2) The party requesting the bonus enters into contracts for work or supplies to a job site with at least ten subcontractors or suppliers who are minority employers; and
- (3) Where the party requesting the bonus demonstrates through an approved minority participation plan, the hiring of five minority professionals.

(c) While under the minority employment provision, all three components of subsection (b) of this section must be met to qualify for a bonus.

MINORITY EMPLOYMENT AND AFFORDABLE HOUSING OPPORTUNITY PLAN

(d) A developer desiring more than one bonus to the employment option need only satisfy the requirement once to utilize multiple bonuses.

(e) Prior to project site plan approval, the party applying for the bonus shall submit a minority participation plan for council approval, as per administrative procedures

(Ord. No. 2214, § INJI, 9-21-83)

Sec. 26.7. Housing contribution component.

"1 Option". A developer choosing the housing option will have two methods to choose from to satisfy this requirement:

- (1) Construction of affordable units; or
- (2) In-lieu cash contribution to the housing trust fund.

(b) *Extent of contribution.*

- (1) The amount of the housing contribution by a developer directly relates to the extent and number of bonuses used, as shown in Table IV; in section 26.8; i.e., as the number of bonus units requested increases, so does the corresponding housing contribution that must be made.

(2) It is the intent of the program to encourage construction of units by developers; contribution ratios have been set accordingly.

(3) It is anticipated that the additional financial gain with incentives should not exceed the costs of participating in the program.

(c) *Construction of affordable units; option 1.*

(1) Under this option, the developer is responsible for actually constructing the units, including purchasing the land. The units may be single-family or multiple-family.

(2) Units must meet the definition of affordable housing and be sold or rented to moderate-income families.

(3) Rental units may be rented by the developer or managed by the housing authority or sold to a private party to rent as affordable units.

(4) Affordable units shall be governed by legal covenant which guarantees availability to moderate-income residents [or at least five years].

(5) The principle behind the construction contribution is that, while the developer must bear the cost of buying the land and constructing the unit, his costs are recovered when it is sold. The difference between his cost and the affordable price is his profit.

(6) Under the construction option, while time and effort is involved, the developer will make a profit or break even. His contribution is the production of affordable housing adding to the IUPY.

(7) No certificate of occupancy shall be issued for a project utilizing bonuses, until the affordable units are complete and have received a certificate of occupancy.

(d) *In lieu contribution to housing trust fund, option 2.*

(1) Under this option, the developer chooses to contribute directly to the housing trust fund in accordance with Table IV in section 26-8.

(2) Timing of the contribution shall be one-half to be deposited in fund prior to permit remainder prior to certificate of occupancy, (Ord. No. 2214, § IMI), 9-21-83)

Sec. 26-8. Calculating bonus contribution.

(a) *Introduction.*

(1) This section sets forth the means of translating the bonus used into the amount of contribution which is required in return. As shown in Table IV. As Table IV indicates, available bonuses include:

- a. Additional density.
- b. Reduction in number of parking spaces.
- c. Reduction in size of spaces.
- d. Additional height.
- e. Setback waiver.
- f. Lot coverage.
- g. Additional uses permitted.

(2) To simplify contribution calculations, the benefits of the above, varied bonuses are

translated into two bonus measures: units or building square footage. The amount of housing contribution is then assessed by unit of square footage gain. (There is an exception, which is detailed in subsection (d) of this section.)

- (9) Only the additional units are assessed a contribution.
- (b) Bonus measure: units.
- (j) Where available, additional units may be created by density bonus in the RM-20 and RMH-20 districts. Additional units may be created by density, height or parking in the C-PUD (see subsection (e) of this section.)
- (2) How assessed. Contribution is assessed on the additional units possible through use of the bonus. The amount of contribution per unit will vary according to the project location as per Table IV.
- (c) Bonus measure: square footage.
- (1) Generally, bonuses of height, lot coverage, setback waiver, EN uses and parking reductions are translated into additional square footage gained for a structure, by the use of these bonuses, as detailed in this subsection.
- (2) Height.
- Where available, in CG, C-PUD, I-PUD districts.
  - How assessed. The available stories allowed by the bonus are translated into the additional square footage gained.
  - Bonus square footage is then assessed according to Table IV.
- (3) Lot coverage.
- Where available, in IG and IL districts.
  - How assessed. That building square footage which exceeds the amount permitted under the base lot coverage requirements is assessed.
  - Example. A building permit for coverage on a certain lot allows a 15,000 square foot building. Using the bonus of increased lot coverage, a 20,000 square foot building is constructed, the

additional 5,000 square feet are then used to assess contribution.

(4) Setback waiver.

- Where available, in IG and IL districts.
- One side setback may be waived, allowing for zero lot-line construction (not street-side).
- How assessed. That portion of the building which encroaches into the setback is assessed in terms of the square footage which is in the base setback.

(5) EN uses in industrial districts.

- Where available, in IG and IL districts.
- How used.
  - Neighborhood commercial use (except as residentially permitted as subordinate use in an industrial building).
  - Industrial use must comprise 75 percent or more of the building.
  - Allocated by amount of square footage devoted to CN use.

(6) Parking reduction in number of spaces.

- Available in:
  - RM-20, RMH-20, CG, C-PUD: reduction up to 20 percent.
  - IG, IL, I-PUD: no limit on reduction.
- How assessed.
  - Assumption is made that a reduction in the number of spaces creates additional buildable area and thus results in a larger structure.
  - The square footage of the building gained by the reduction in spaces is then assessed.
- Example.
  - A developer desires to build a 10,000 square foot building which would require 50 parking spaces.
  - The developer can only supply 40 spaces (20 percent less than requirement).

3. Under base requirements, 40 spaces would allow 8,000 square feet.
  4. The developer is able to construct 2,000 additional square feet based on bonus.
  5. This 2,000 bonus square feet of building is assessed as per Table IV.
- d. To utilize parking spaces reduction, a developer shall demonstrate the following:
1. Parking requirements are "less" than required and require substantially more spaces than are needed, as demonstrated by actual usage, etc.; or
  2. Alternative means of transportation are to be provided, such as park and ride, shuttle buses, etc.
- e. Failure to accommodate parking demand on site or by alternative methods may result in revocation of the permit to occupy this building.
- (7) *Parking; allowance for compact spaces.*
- a. Where available, RM-20, RMH-20, eG, IL, IG, I-PUD and CPUD districts.
  - b. Compact parking stalls shall measure eight feet by 16 feet.
  - c. How assessed. As use of this bonus, by decreasing parking area and increasing buildable area results in a larger structure, additional building square footage created shall be assessed accordingly.
- (d) *Parking reduction. If reduction in number or size of spaces is unrelated to an increase in size, an assessment shall be made based on either:*
- (1) Number of spaces reduced, at \$250.00 for each space eliminated; or
  - (2) Number of compact spaces provided at \$150.00 for compact space.
- See C-PUD; special case.
- (1) Bonuses in the C-PUD are translated into units or square footage gains, as in the above district.
  - (2) However, due to the more complex nature of a C-PUD involving multiple uses, the means of assessment are summarized below:
    - s. If use of the bonus, regarding height, density or parking reduction results in additional residential units, the unit measurement is used; i.e., for each bonus unit created, one affordable unit of 71,500 square feet are required.
    - b. For bonuses relating to nonresidential uses, the gain is translated into square feet in CO and the contribution is assessed per square foot at the rate in Table IV.
    - c. Special case: height. In cases where the building contains mixed use, the bonus square footage shall be assessed at the least restrictive ratio.
    - d. Use of the parking bonus for residential use shall not be assessed a contribution if a contribution has been received in the density category.

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.. (f) Bonus/contribution ratio.

*Tabl.IV*  
**Bonus/Contribution Ratio**

Bonus	Minority Employment Contribution	0..	Housing Contribution (Per Bonus Increment)	
			Construction	Cash in Lieu
<b>IIM-20 and RMH-20 districts:</b>				
1. Density: 5 du/as	1. Per section 26-6		1. One AU*/bonus condo unit  D& AU*/bonus motel unll.	1. Ocean: 115,000/condo unit \$ 1,800/motl unit Mainland: 110,000/condo unit \$ 8,000/motel unit
2. Parking reduction: 20 per cent required spaces	2. Per section 26-6		2. Same as 1 above based on additional units & parking reduction	
<b>CC district:</b>				
1. Height: 5 stories	1. Per section 26-6		1. 1 AU*/bonus 1,000 sq. R.	1. UO.DDD/1,000 sq. ft. (\$10/sq. IL)
2. Parking reduction: 20 per cent required space	2. Per section 26-6		2. 1 AU*/1,000 sq. fl.	2. 110,000/1,000 sq. IL
<b>II and 10 districts:</b>				
1. Parking reduction	1. Per section 26-6		1. 0.5 AU"/1,000 sq. ft.	1. \$5,000/1,000 sq. fl. (\$5/sq. fl.)
2. Side setback wall	2. None applicable		2. None applicable	2. \$2/sq. fl. (area within required 11 foot setback)
3. Lot coverage	3. Per section 26-6		3. 0.5 AU-/1,000 bonus sq. IL	3. \$5,000/1,000 sq. fl.
4. CN uses as necessary	4. Per section 26-6		4. 1 AU"/1,000 sq. IL	4. \$10,000/1,000 sq. ft. bonus
<b>C-PUP district:</b>				
1. Density: 10 du/J..	1. Per section 26-6		1. 1 AU*/bonus unit 0.5 AU*/bonus unit	1. \$7,500/ \$3,500/1
2. Height: 15 stories	2. Per section 26-6		A. Residential: 1 above, based on increased height B. Nonresidential: 1 AU"/1,000 sq. fl.	110,000/1,000 sq. IL
3. Parking reduction: 20 per cent of required spaces	3. Per section 26-6		A. Residential: 1 above, based on additional units due to parking reduction B. Nonresidential: 2 above	

Bonus	Minority Employment Contribution	Housing Contribution (Per Bonus Increment)	
		Construction	Cash in Lieu
<b>I-PUD districts:</b>			
1. Height: Additional 30 feet (above 30' and commercial)	1. Per Section 26-6	1. 0.5 AU/1,000 sq. ft.	1. \$5,000/1,000 sq. ft.
2. Parking reduction	2. Per Section 26-6	2. 0.5 AU*/1,000 sq. ft.	2. \$5,000/1,000 sq. ft.
<b>Parking reduction (No relationship to square feet):</b>			
1. Reduction in number or spaces	1. Not applicable	1. Not applicable	1. \$250/space
2. Reduction in size; 25 percent compact	2. Not Applicable	2. No. applicable	2. \$150/space
*AU = affordable unit (Ord. No. 2214, § 1MIII, 9-21-83; Ord. No. 2285, § 1, 7-17-85)			

**Sec. 26-9. Related public use and administration.**

(a) In recognition of the value of I-PUD and C-PUD projects to downtown revitalization and/or the general economy of the city, the city council shall have the authority to waive, in part, portions of the contribution amounts based upon the following:

- (1) Demonstration that the project will result in the creation of a significant number of permanent jobs for city residents.
- (2) Demonstration that the magnitude of the project is such that satisfying the total contribution (based on cumulative assessments) would render the project infeasible.
- (3) Long-range economic benefits to the city and downtown are substantial and should be considered in lieu of stated contributions in this chapter.

(b) A developer of an I-PUD housing to construct affordable units may place these units within the I-PUD, and further may construct additional housing units within the I-PUD, not to exceed 25 percent of the area.

(c) Administrative guidelines shall be established and adopted by city council.

- (1) All bonus requests shall be approved by city council in accordance with the plan and guidelines.

(2) Guidelines shall include, but are not limited to:

- a. Review procedures to be followed.
- b. Staff personnel responsibilities.
- c. Monitoring and enforcement.
- d. Means to ensure mix of affordable homes across income range, and by housing type.
  - a. Guide units as necessary to implement the goals of this chapter.

(Ord. No. 2214, § 1100, 9-21-83)

**Sec. 26-10. Role of single-family and medium density multiple-family districts.**

(a) It is anticipated that the affordable units produced by the developer are through the housing trust fund would be located in the RM-15 multiple family, RD-15 duplex or RS-8 single-family districts. Under the plan, bonuses are not given in these single-family or multiple-family districts. Examination of existing zoning standards for the districts indicates:

III Existing standards are met at a minimum level already, which allow the development of affordable housing:

- a. For example, 800 square feet minimum for a house could not be categorized as an exclusive requirement.

RIVIERA BEACH CODE

b.. Minimum lot. size Cor single-family is lower thlln in the county.

(21 Review of those communities which were able to DITer cost-reducing ineentivel revealed that the eoden contained requirements for enclosed garages and minimum number Df bedrDams. The eity Code does not contain these types or excessive standards.

(bl The types of bonuses given in the high density residential and eommer.ial districts would nDt contribute to creating quality low d..nsity reside'tial housing. Allowing ihcreased densities in the RM, 15 district would gen..rally result in over-crowded sit"s, without adequate pl.y area Cor ehildren and privacy for occupants.

(c) Th. districts are best served by being the recipients of the units added through the hOWling coutribution process, in keeping with existing standards.

Cdl Thnse who choose to build affordable housing in the districts will be able to take .dvantage Df the programs offered thrDugh the housing trust fund to help with the COLts Df construction, rental, home ownership. etc.

lOrd. No. 2214, § 1(X), 9-21-83)

See. 28-11. Appendicea.

Who appendices D the minority employment and affordable housing opportunity plan adDpted regarding certain recommendatillns and methods are on file in the city clerk's office.

r

CD26:12

RESOLUTION NO. 54-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO McGUIRE WOODS, LLP, MARQUIS TWO TOWER, 285 PEACHTREE CENTER AVENUE N. E., SUITE 2200, ATLANTA, GA 30303 -1261 IN THE AMOUNT OF \$ 9,229.15 FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTER OF PFEFFERKORN, ET. AL. V. CITY OF RIVIERA BEACH; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

WHEREAS, McGuire Woods, LLP performed professional legal services for the City of Riviera Beach; and

WHEREAS, McGuire Woods, LLP submitted invoices in the amount of \$9,229.15 for performing professional legal services in the matters of City of Riviera Beach v. PBA ( Florida Supreme Court Case) and City v. Pfefferkorn et. al. (4<sup>th</sup> DCA Case).

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

SECTION 1. The Mayor and Finance Director are authorized to make the payment in the amount of \$ 9,229.15 from Account #001-0512-5190-3101.

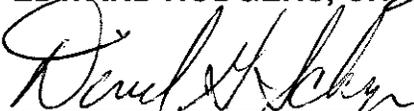
SECTION 2. This resolution shall take effect upon passage and adoption by the City Council.

PASSED AND ADOPTED this 2nd day of May 2001 .

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

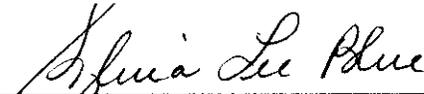
  
DONAL R. WILSON

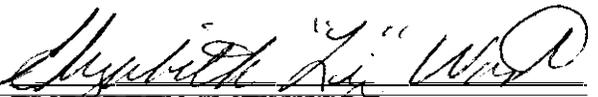
ATTEST:

)



CARRIE E. WARD, CMC/AE  
CITY CLERK

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

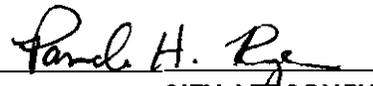
D. SCHNYER aye

D. WILSON aye

S.BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 4/25/01

RESOLUTION NO. 55-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENTS TO BARKER, OSHA & ANDERSON (BOA), INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES RELATIVE TO THE CONTRACT ADMINISTRATION PHASE AND THE CONSTRUCTION PHASE AND OTHER IMPROVEMENTS TO THE UTILITIES MAINTENANCE SHOP AT A TOTAL COST OF \$6,530.52 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1417-5330-6509.

WHEREAS, Via Resolution No. 123-99, the consulting engineering firm of Barker, Osha & Anderson, Inc. (BOA) was authorized to perform professional engineering services relative to the Contract Administration and Construction phases and other improvements to the Utilities Maintenance Shop; and

WHEREAS, The primary purpose of this project was to build a Maintenance Shop in store the Utilities Department's major pieces of equipment and to stock larger amounts of water/sewer repair parts during day-to-day operations. This project has reached its final phase.

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

Section 1: That the City Council hereby authorizes final payment to Barker, Osha & Anderson, Inc. for the contract administration phase (\$182.20) and construction phase (\$6,348.32) rendered for a total amount of \$6,530.52 for the completion of the Maintenance Shop.

Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1417-5330-6509.

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

APPROVED:

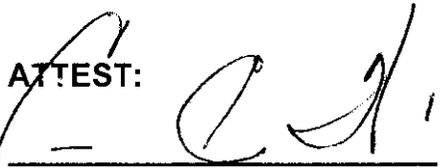
  
MICHAEL D. BROWN,  
MAYOR

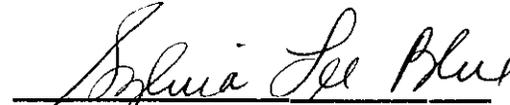
  
EDWARD RODGERS,  
CHAIRPERSON

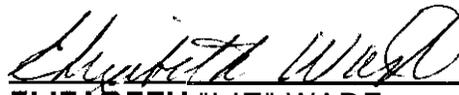
  
DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

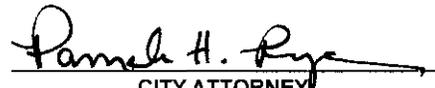
  
DONALD R. WILSON

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

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RYE  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 4/18/01

RESOLUTION NO. 56-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO BARKER, OSHA & ANDERSON (BOA). INC. FOR ENGINEERING SERVICES TO COMPLETED THE TRIENNIAL REPORT FOR FY 1997 THROUGH FY 1999 AT A TOTAL COST OF \$2,049.42 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1437-5330-3103.**

**WHEREAS,** Via Resolution No. 193-99, the consulting engineering firm of Barker, Osha & Anderson, Inc. was authorized to complete the required Triennial Report for FY 1997 through FY 1999. This project has reached its final phase; and

**WHEREAS,** the Triennial Report is a requirement of the Water & Sewer Bonds; and

**WHEREAS,** one of the primary functions of the Triennial Report is to develop information for presentation to City Officials that may reflect existing or potential deficiencies in the operation of the system in order that those deficiencies may be eliminated or prevented.

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

Section 1: That the City Council hereby authorizes final payment to Barker, Osha & Anderson, Inc. for engineering services rendered in the amount of \$2,049.42.

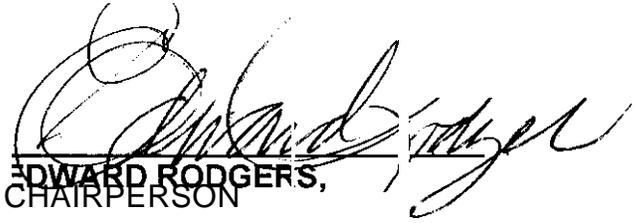
Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 401-1437-5330-3103.

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

APPROVED:



MICHAEL D. BROWN,  
MAYOR



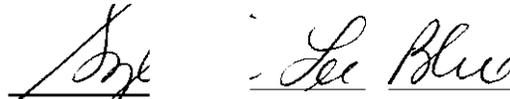
EDWARD RODGERS,  
CHAIRPERSON



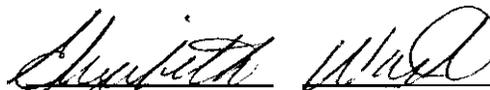
DAVID G. SCHNYER  
CHAIR PRO-TEM



DONALD . WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

AT

CA IE E. WARD, CMC/AE  
CITY CLERK

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

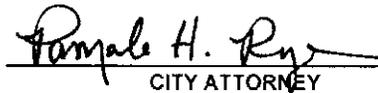
E. WADE aye

D. WILSON aye

S.BLUE aye

D.SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 4/18/01

RESOLUTION NO. 57-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDERS IN THE AMOUNT OF \$16,733.78 INCREASING AND AMENDING THE CONTRACT AMOUNT FROM \$869,420.00 TO \$886,153.78 AND APPROVING FINAL PAYMENT NO. 13R2 IN THE AMOUNT OF \$89,061.24 TO SELECT CONTRACTING, INC. FOR WORK COMPLETED FOR THE CONSTRUCTION OF THE UTILITIES DEPARTMENT'S MAINTENANCE SHOP AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 406-1417-5360-6509.

WHEREAS, Via Resolution No. 122-99, the construction of the Utilities Department's Maintenance Shop has reached its final phase by Select Contracting, Inc.; and

WHEREAS, the primary purpose of this Maintenance Shop is to store most of the Department's major pieces of equipment and to stock larger amounts of water/sewer repair parts during day-to-day operation.

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

Section 1: That the City Council hereby authorize final payment in the amount of \$89,061.24 to Select Contracting, Inc. for construction services rendered.

Section 2: That the Mayor and Finance Director are authorized to make payment for same under Account Number: 406-1417-5360-6509.

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

APPROVED:

Michael D. Brown

MICHAEL D. BROWN,  
MAYOR

E. Rodgers

**DRS,**  
CHAIRPERSON

David C. Schnyer

DAVID C. SCHNYER

(MUNICIPAL SEAL)

ATTEST:

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

Donald R. Wilson  
DONALD R. WILSON

Sylvia Lee Blue  
SYLVIA LEE BLUE

Elizabeth Wade  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan

CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 4/17/01

RESOLUTION NO. 58-01

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 BETWEEN THE CITY OF RIVIERA BEACH AND THE CITY OF WEST PALM BEACH REGARDING THE HOSTING OF SUMMER IN THE PARK 2001 AT DAN CALLOWAY COMPLEX; THE COST FOR THE EVENT IS \$31,500 AND WHEREAS THE CITY OF WEST PALM BEACH WILL FUND ONE HALF OF THE COST UP TO \$15,750 AND THE CITY OF RIVIERA BEACH WILL FUND ONE HALF OF THE COST UP TO \$15,750 AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO PAY \$15,750 FROM ACCOUNT NO. 001-0203-5190-5507; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera will host the Summer In The Park 2001 at Dan Calloway Recreation Complex.

WHEREAS, the Summer In The Park commences June 17, 2001 and end July 22,2001.

WHEREAS, the cost for the event is \$31,500.

WHEREAS, the City of West Palm Beach is funding one half up to \$15,750 of the cost of the event.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Agreement with the City of West Palm Beach to host the Summer In The Park 2001 at Dan Calloway Recreation Complex.

SECTION 2. The City of Riviera Beach will fund one half up to \$15,750 of the cost of the event.

SECTION 3. That Council authorize the Finance Director to pay this amount from Account No. 001-0203-5190-5507.

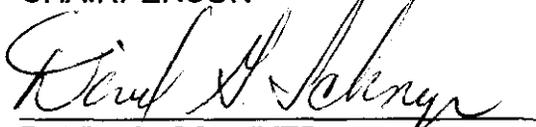
SECTION 4. This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED this 2nd day of May 2001.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

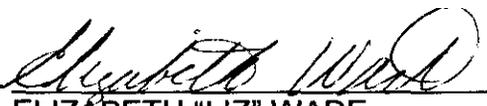
  
EDWARD RODGERS  
CHAIRPERSON

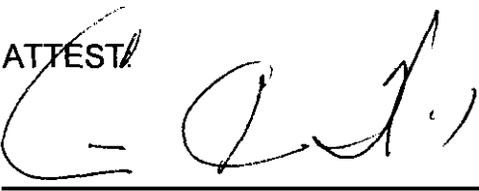
  
DAVID G. SCHNYER  
CHAIR PRO-TEM

  
DONALD R. WILSON

[MUNICIPAL SEAL]

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCILMEMBERS

ATTEST  
  
CARRIE E. WARD, CMC/AE

MOTIONED BY: S. **Blue**

SECONDED BY: D. Schuyer

E. RODGERS aye

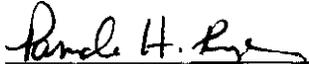
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED FOR LEGALSUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 4/25/01

**INTERLOCAL AGREEMENT FOR  
SUMMER IN THE PARK 2001**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 02 day of May, 2001 by and between the City of Riviera Beach, a Florida municipal corporation ("Riviera Beach"), and the City of West Palm Beach, a Florida municipal corporation ("West Palm Beach").

**WITNESSETH:**

**WHEREAS**, Riviera Beach owns and operates Dan Calloway Recreation Complex at 1420 West 10<sup>th</sup> Street; and

**WHEREAS**, Riviera Beach desires to sponsor "Summer in The Park" at Dan Calloway Recreation from June 17, 2001 to July 22, 2001 ("Event") the cost of which is estimated to be approximately \$31,500; and

**WHEREAS**, West Palm Beach has agreed to fund one-half ( $\frac{1}{2}$ ) of the cost of the Event provided, however, that West Palm Beach's contribution shall not in any event exceed \$15,750; and

**WHEREAS**, the Event shall be open and benefit all residents of Palm Beach County; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

- I. The City of West Palm Beach agrees to pay to Riviera Beach one-half of the cost of the Event; provided, however, that the City of West Palm Beach's contribution shall not exceed \$15,750. Such funds shall be used for those items set forth in the budget attached hereto as Exhibit "A" and incorporated herein by reference.
2. West Palm Beach will provide the funds to Riviera Beach as follows:

\$7,875 on or before July 2, 2001; and  
The balance on or before July 23, 2001.
3. The parties warrant that the Event shall be open to the general public on a non-

discriminatory basis regardless of residency, race color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

4. Riviera Beach shall be responsible for all costs of operation and maintenance of the Event, except as set forth herein.
5. 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.
6. This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County.
7. In the event any action, suit, or proceeding is commenced with respect to interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorney's fees incurred by such party in connection therewith.
8. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in section 768.28, Florida Statutes.
9. Any notice, report, acceptance, request, or approval from either party to the other party shall be in writing and sent by regular mail, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. Notice to West Palm Beach shall be sent to Ed Mitchell, City Administrator, City Hall, 200 Second Street, West Palm Beach, Florida 33401. Notice to Riviera Beach shall be sent to William Wilkins, City Manager, 600 W. Blue Heron Boulevard, Riviera Beach, Florida 33404. Any change in address shall be promptly given in writing to the other party.

10. This Agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions, as set forth herein, until and unless West Palm Beach shall give written notice to Riviera Beach of its desire to terminate this Agreement, with or without cause on a specified date and time thereafter, whereupon this agreement shall terminate.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

12. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity or legality of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement to materially affects the continuing operation of this Agreement.

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

ATTES

By:   
\_\_\_\_\_  
City Clerk

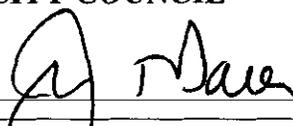
CITY OF RIVIERA BEACH, BY ITS  
MAYOR

By:   
\_\_\_\_\_  
Mayor

ATTEST

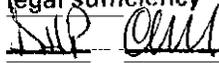
By:   
\_\_\_\_\_  
Therese du Rocher

CITY OF WEST PALM BEACH, BY  
ITS CITY COUNCIL

By:   
\_\_\_\_\_  
Presiding Officer

CITY ATTORNEY'S OFFICE

Approved as to form  
and legal sufficiency

By:   
\_\_\_\_\_

Date: 5/22/01

## EXHIBIT "A"

### SUMMER IN THE PARK 2001 PROPOSED BUDGET BREAKDOWN

EXPENDITURES	2001 PROPOSED BUDGET (Over 6 weeks)
WEEK 1	\$ 2500.00 (pay to the group per week)
WEEK 2	\$ 2000.00 (pay to the group per week)
WEEK 3	\$ 2000.00 (pay to the group per week)
WEEK 4	\$ 2000.00 (pay to the group per week)
WEEKS	\$ 2000.00 (pay to the group per week)
WEEK 6	\$ 2500.00 (pay to the group per week)
Subtotal:	\$ 13000.00 (increased because Police are provided @ no cost)

### 2001 PROPOSED (6WEEKS)

POLICE: TRAFFIC CONTROL ONLY	\$ 7000.00 OT for traffic control, 10 officers sponsored by Riviera Beach Police Department
RECREATION - OT	\$ 1000.00
SIGNAGE/ STAGE/LIGHTING	\$ 8000.00
PROMOTION & ENTERTAINMENT	\$ 13000.00
VOLUNTEER T-SHIRTS	\$ 1000.00
PORT -A-LEIS	\$ 500.00
BARRICADES	\$ 500.00
MISCELLANEOUS SET-UP	\$ 500.00
SUPPLIES	
<b>TOTAL EXPENDITURES:</b>	<b>\$ 31,500.00</b>

#### ANTICIPATED REVENUE:

GATE REVENUE: (-)	2.00/ per person (estimated 1500 people = \$ 3000.00 X 6 weeks = \$18,000.00)
-------------------	--

VENDERS Vendor Fees \$ 25.00/ \$300.00 for 6 weeks (@ free passes)

COMMITTEE REQUESTED THAT IF GENERATED IF REVENUES EXCEED EXPECTATIONS, PROGRAM CAN BE EXTENDED FOR AN ADDITIONAL 2 WEEKS.

RESOLUTION NO. 59-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH. PALM BEACH COUNTY. FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE EMERGENCY RE-ROOFING OF THE UTILITIES ADMINISTRATION BUILDING AT A TOTAL COST OF \$53.000 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4602.

WHEREAS, The City of Riviera Beach Utilities Administration Building is in dire need of re-roofing the entire left section of the roof system; and

WHEREAS. Wingate Corporation of West Palm Beach. Florida submitted a proposal in the amount of \$53.000.00; and

WHEREAS. The Utilities Department has budgeted the necessary funds for re-roofing at the Administration Building.

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

Section 1: That the City Council hereby authorizes staff to re-roof the Utilities Administration Building.

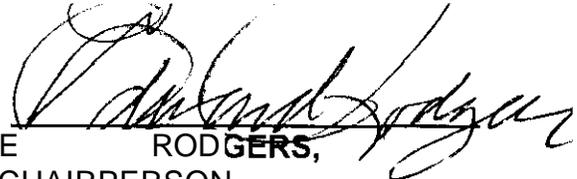
Section 2: That the City Council of the City of Riviera Beach authorize the work to be performed by Wingate Corporation of West Palm Beach. Florida for the re-roof project in the amount of \$53.000.00.

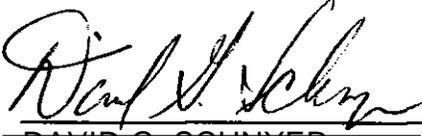
Section 3: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 402-1437-5330-4602.

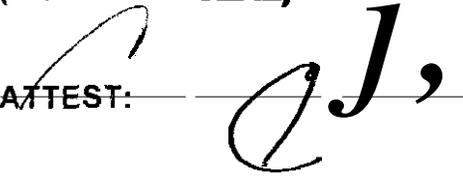
Section 4: That this Resolution shall take effect immediately upon its passage and adoption by the City Council.

APPROVED:

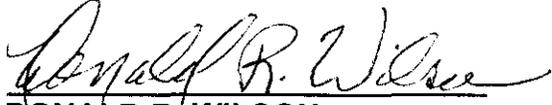
  
MICHAEL D. BROWN,  
MAYOR

  
E. RODGERS,  
CHAIRPERSON

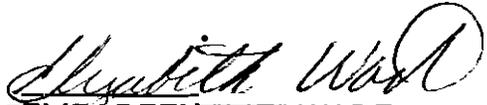
  
DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)  
ATTEST: 

CARRIE E. WARD, CMC/AE  
CITY CLERK

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

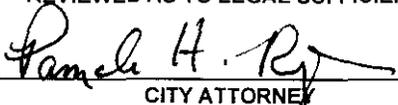
  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 4/23/01

RESOLUTION NO. 60-01

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

**WHEREAS**, the unclassified position of Public Works Coordinator is currently vacant within the Public Works Department; and

**WHEREAS**, it is not feasible for the position of Public Works Coordinator to be placed under Administrative, General in the performance of these duties and functions; and

**WHEREAS**, the position will be placed under the Class Title, Public Works Service; and

**WHEREAS**, the position of Public Works Coordinator does not require the qualifications of an exempt unclassified position.

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

**SECTION 1.** That the unclassified position be reclassified in the Pay and Classification Plan in the following manner:

**FROM**

<b><u>CLASS TITLE</u></b>	<b><u>POSITION</u></b>	<b><u>RANGE</u></b>	<b><u>SALARY</u></b>
Administrative, General	Public Works Coordinator	M-05	\$29,044- \$42,984

RESOLUTION NO. 60-01  
PAGE - 2 -

TO

<u>CLASS</u>	<u>TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Works Service		Public Works Coordinator	G-31	\$29,265- \$43,737

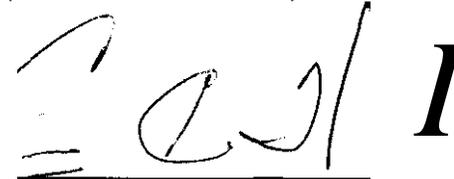
SECTION 2. That this Resolution shall take effect upon its passage and approval by the City Council.

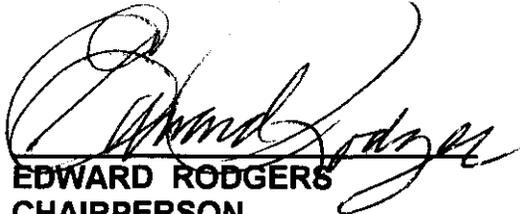
PASSED AND APPROVED this 2nd day of May,  
2001.

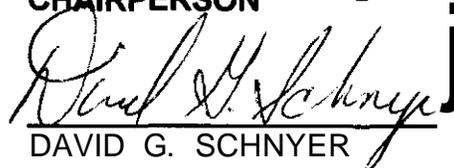
APPROVED:

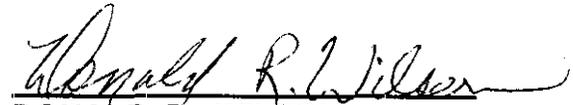
  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

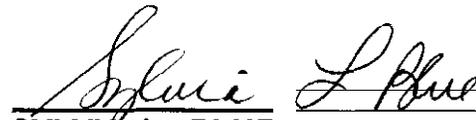
(MUNICIPAL SEAL)

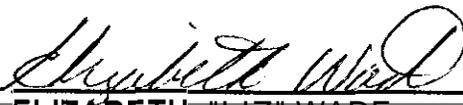
  
\_\_\_\_\_  
CARRIE E. WARD, CMC,AAE  
CITY CLERK

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

  
\_\_\_\_\_  
DAVID G. SCHNYER  
CHAIR PRO-TEM

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

  
\_\_\_\_\_  
SYLVIA L. BLUE

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

RESOLUTION NO. 60-01  
PAGE -3-

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS                    aye

D. SCHNYER                   aye

D. WILSON                    aye

S.BLUE                         aye

E. WADE                      aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 4/25/01

DP:qtp

**CITY OF RIVIERA BEACH**  
**PAY & CLASSIFICATION PLAN**  
**2000 - 2001 (Effective 10/01/00) -2% increase**  
**3% increase Supervisory, Confidential and Administrative**

**General, Supervisory, Confidential and Administrative Personnel**

**CLASS TITLE**

**PAY RANGE/GRADE**

**ADMINISTRATIVE, GENERAL**

Administrative Assistant II	M05
Agenda Coordinator / Board Assistant	M05
Assistant City Attorney	M11
Assistant City Manager	M13
Chief of Staff	MO?
City Attorney	Contractual
City Clerk	M10
City Manager	Contractual
Deputy City Clerk	M06
Finance Director	M12
Human Resources Director	M10
Human Resources Manager	M9
Information Services Technician I	G30
Intergovernmental Relations Coordinator	M06
Legal Assistant	G31
Legislative Assistant to Mayor & City Council	M05
MIS Manager	M09
Neighborhood Organizer	GS/C33
Paralegal/Admin. Assl.	GS/C33
Personnel Specialist	GS/C33
Police General Counselor & Advisor	M11
Program Coordinator	M05
Public Works Coordinator	M05
Risk Manager	M09
Records Management Specialist	M06
Systems Administrator	M08

**CLERICAL & RELATED**

Clerical Assistant I	G13
Clerical Assistant II	G15
Insurance Clerk	GS/C28
Personnel Clerk	GS/C20
Senior Staff Assistant	G2?
Staff Assistant I	G19
Staff Assistant II	G23
Telephone Operator	G18

**CITY OF RIVIERA BEACH  
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**CLASS TITLE PAY RANGE 1GRADE**

**PUBLIC WORKS SERVICE (continued)**

Public Works Director	M12
<u>Public Works Coordinator</u>	<u>GS/C31</u>
Public Works Supervisor I	G26
Public Works Supervisor II	G31
Public Works Supervisor III	G33
Senior Equipment <i>Operator</i> (hydrocranes, rotobooms, & sweepers)	G28
Shop Supervisor	G33
Sign Technician	G23
Storekeeper	G24

**PURCHASING**

Buyer	G26
Purchasing Director	M08
Printer/Mail Clerk/Courier	G16
Purchasing Coordinator	G24
Senior Buyer	G34

**PARKS & RECREATION**

Aquatics Supervisor	G29
Crew Leader	G23
Lifeguard	G22
Lifeguard Captain	G26
Parks & Recreation Director	M09
Parks Supervisor	G26
Parks Superintendent	G33
Pool Guard II	G17
Pool Guard Captain	G24
Recreation Aide	G14
Recreation Center Director	G27
Recreation Leader	G19
Recreation Supervisor	G29
Recreation Superintendent	G33