

RESOLUTION NO. 161-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1116 W. 33rd STREET, DUNBAR TERRACE, BLK 1, LTS. 5 & 6, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$3,100.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1116 W. 33RD Street, Dunbar Terrace, Blk 1, Lts. 5 & 6, was found to be in violation of the City's Code of Ordinances on August 25, 1999, pursuant to Case No. CEB 99-116 dated June 30, 1999; and

WHEREAS, liens were filed against the property by the City of Riviera Beach on May 31, 2000, Book 11809, Page 1241, for non-compliance with the Code Enforcement Board's order; and

WHEREAS, the property located at 1116 W. 33rd Street is owned by Profile Investments, and is now in compliance; and

WHEREAS, City staff has negotiated an offer of settlement with Profile Investments in the amount of \$3, 100.00; and

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

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

Page -2-

Resolution No. 161-01

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

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

Section 2. The City Council hereby accepts the sum of \$3,100.00 as consideration for the release of liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount.

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

PASSED and APPROVED this 5th day of September, 2001.

APPROVED:



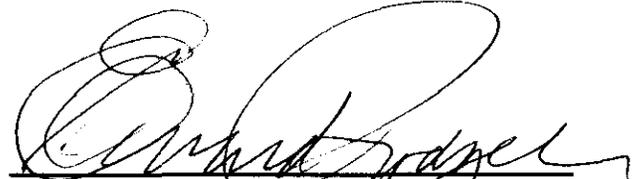
MICHAEL D. BROWN, MAYOR

{MUNICIPAL SEAL}

ATTEST:



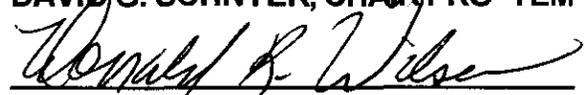
CARRIE E. WARD, CMC/AEE
CITY CLERK



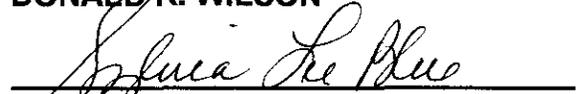
EDWARD RODGERS, CHAIRPERSON



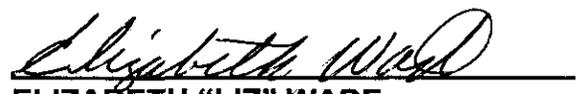
DAVID G. SCHNYER, CHAIR PRO-TEM



DONALD R. WILSON



SYLVIA LEE BLUE

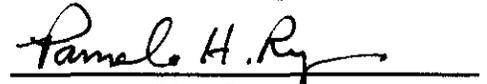


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By: 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: 8/24/01

RESOLUTION NO. 162-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1451 W. 33RD STREET, ACREHOME PARK #2, BLK 11, LTS. 13-15, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$3,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1451 W. 33RD Street, Acrehome Park #2, Blk 11, Lts. 13-15, was found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions between June 19, 1981 to October 20, 1997; and

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

WHEREAS, the property located at 1451 W. 33RD Street was purchased and developed by R-40 Homes, Inc.; and

WHEREAS, R-40 Homes, Inc. sold the property to Patricia Dixon; and

WHEREAS, R-40 Homes Inc. held funds in escrow to settle the outstanding liens on the property; and

WHEREAS, City staff has offered a settlement in the amount of \$3,000.00; and

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

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

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

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

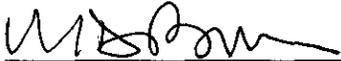
Section 2. The City Council hereby accepts the sum of \$3,000.00 as consideration for the release of liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount.

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

PASSED and APPROVED this 5th day of September, 2001.

APPROVED:



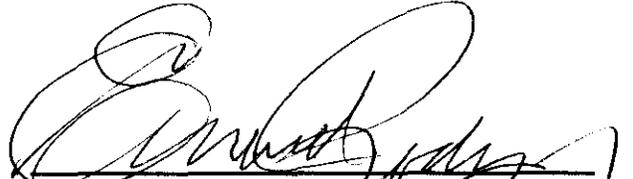
MICHAEL D. BROWN, MAYOR

{MUNICIPAL SEAL}

ATTEST:



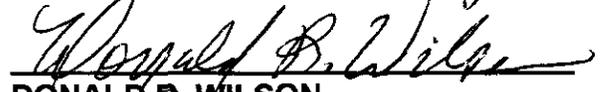
CARRIE E. WARD, CMC/AAE
CITY CLERK



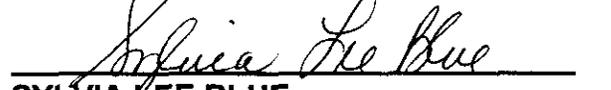
EDWARD RODGERS, CHAIRPERSON



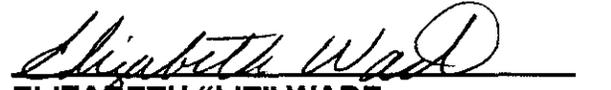
DAVID G. SCHNYER, CHAIR PRO-TEM



DONALD R. WILSON



SYLVIA LEE BLUE

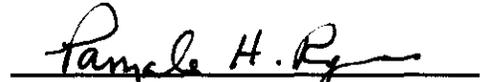


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

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

E. Rodgers	<u>aye</u>
D. Schnyer	<u>aye</u>
D. Wilson	<u>aye</u>
S. Blue	<u>aye</u>
E. Wade	<u>aye</u>

Reviewed as to Legal Sufficiency



Pamela H. Ryan
City Attorney
City of Riviera Beach

Date: 8/24/01

RESOLUTION NO. 163-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED W/O 1312 W. 6TH STREET, INLET CITY, BLK 47, LTS. 31-32, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the vacant lots located west of 1312 W. 6th Street, Inlet City, Blk. 47, Lts. 31-32, were found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions between May, 1971 December, 1999; and

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

WHEREAS, the vacant lots located at west of 1312 W. 6th Street were owned by Louise Shed (deceased); and

WHEREAS, her daughter, Williedeem St. Felix has requested that the City negotiate a release of lien for these lots; and

WHEREAS, City staff has offered a settlement in the amount of \$2,500.00; and

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

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

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

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

Section 2. The City Council hereby accepts the sum of \$2,500.00 as consideration for the release of liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount.

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

PASSED and APPROVED this 5th day of September, 2001.

APPROVED:

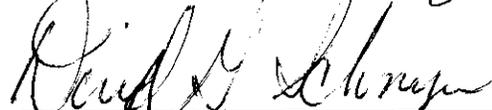

MICHAEL D. BROWN, MAYOR

{MUNICIPAL SEAL}

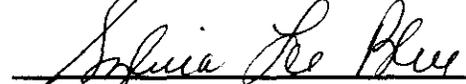
ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS, CHAIRPERSON


DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD R. WILSON


SYLVIA LEE BLUE

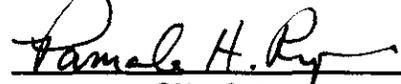

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By: S. Blue

Seconded By: E. Wade

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

Reviewed as to Legal Sufficiency


Pamela H. Ryan
City Attorney
City of Riviera Beach

Date: 8/24/01

RESOLUTION NO. 164-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY FOR FUNDING OF THE 2001 BLACK HISTORICAL RESEARCH YOUTH CULTURAL AND RECREATIONAL EXCHANGE PROGRAM; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ACCEPT FUNDS FROM COUNTY COMMISSIONER ADDIE L. GREENE'S RECREATION ASSISTANCE ACCOUNT AND DEPOSIT INTO ACCOUNT NO. 001-00-366690; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council approved a "Sister City" Interlocal Agreement with the City of Wewoka, Oklahoma on February 17, 1999; and

WHEREAS, The "Sister City" Agreement includes a Summer Youth Cultural Exchange trip to Wewoka; and

WHEREAS, County Commissioner Addie L. Greene agreed to reimburse the City for the total funding of this year's trip.

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

SECTION 1: That the Mayor and City Clerk are authorized to enter into a funding agreement with Palm Beach County for the 2001 Sister City Summer Youth Cultural Exchange Trip.

SECTION 2: That the Mayor and Finance Director is authorized to accept funds from Palm Beach County in the amount of \$7,507.02 as total reimbursement.

SECTION 3: That the reimbursement funds are to be deposited into account no. 001-00-366690.

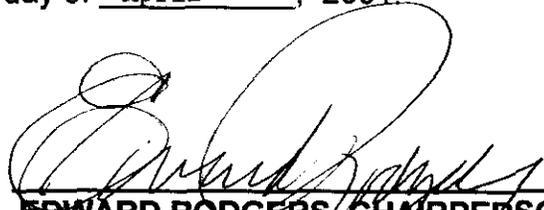
SECTION 4. This resolution shall take effect upon its approval and passage by the City Council.

PASSED AND APPROVED THIS 5th day of April, 2001.

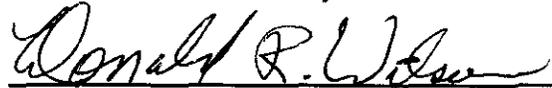
APPROVED:

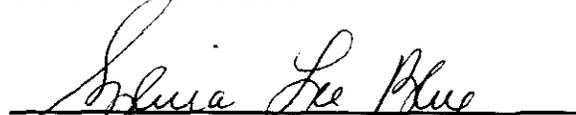

MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)


EDWARD RODGERS, CHAIRPERSON

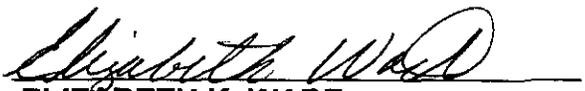

DAVID G. SCHNYER, PRO-TEM


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH K. WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

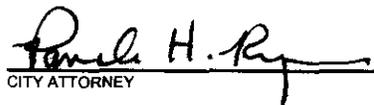
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/29/01

RESOLUTION NO. 165-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, APPROVING THE RENEWAL OF THE CONTRACT FOR WILLIAM E. WILKINS AS CITY MANAGER FOR THE CITY OF RIVIERA BEACH; EFFECTIVE NOVEMBER 1, 2001 THROUGH OCTOBER 31, 2002 FOR A PERIOD OF ONE YEAR; PROVIDING AN EFFECTIVE DATE.

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

Section 1. That William E. Wilkins' contract be renewed as City Manager of the City of Riviera Beach, Florida, pursuant to the Charter of the City of Riviera Beach, and the laws of the State of Florida.

Section 2. That the terms and conditions of the employment of William E. Wilkins as City Manager of the City of Riviera Beach have been detailed in the Employment Contract which is made a part of this Resolution.

Section 3. That this Resolution shall take effect November 1, 2001.

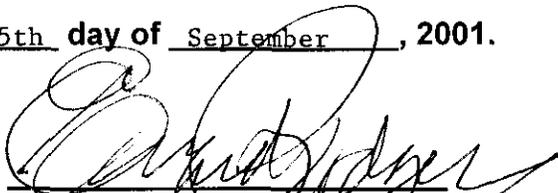
PASSED and APPROVED this 5th day of September, 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)



EDWARD RODGERS
CHAIRPERSON



DAVID G. SCHNYER,
CHAIR PRO-TEM

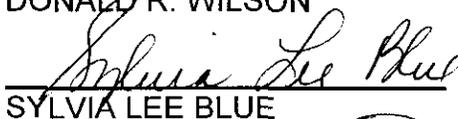


DONALD R. WILSON

ATTEST



CARRIE E. WARD, CMC/AAE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

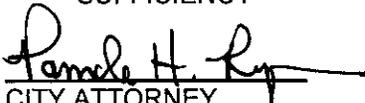
D. SCHNYER aye

D. WILSON aye

S. BLUE nay

E. WADE aye

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 8/29/01

8/29/01
mem

EMPLOYMENT CONTRACT – CITY MANAGER

THIS AGREEMENT made this 1st day of November, 2001, by and between the City of RIVIERA BEACH, State of Florida, duly organized and validly existing municipal corporation, (hereinafter referred to as “City”), and WILLIAM E. WILKINS, (hereinafter referred to as “Second Party”).

WITNESSETH:

IN CONSIDERATION of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Second Party do mutually agree as follows:

1) Employment and Salary – The City shall employ Second Party as City Manager of the City of Riviera Beach, Florida pursuant to the Charter of the City of Riviera Beach for a period commencing on November 1, 2001 through October 31, 2002. This contract shall be renewed automatically for an additional twelve (12) months unless either party notified the other at least three (3) months prior to the end of the term that it does not wish to renew. Second Party shall remain in the exclusive employment of the City until termination of this agreement, and shall not become employed by any other employer until said termination. The term “employed”, however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Riviera Beach. The City shall pay Second Party an annual base salary of \$115,346, payable in installments at the same time other management employees of the City are paid. In addition, the City may agree to increase salary and/or benefits of the City in such amounts and to such extent as the City may determine. The City may make such increase on the basis of an annual salary review of Second Party made at the same time as similar consideration is given other employees generally. This contract shall

continue on the same terms and conditions as to either party in accordance with Section 5 herein.

2) Serve at Pleasure – Second Party shall serve at the pleasure of the City Council of the City of Riviera Beach and, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services and employment of Second Party. Furthermore, nothing in this agreement shall prevent, limit or otherwise interfere with the right of Second Party to resign at any time from his position.

3) Responsibilities – Second Party shall be responsible only to the City Council and shall perform the duties of the City Manager set forth in the Riviera Beach City Charter, Florida Statutes, City Ordinances, and other applicable laws. Second Party shall have the authority and responsibility to direct and supervise the operation of the City and to appoint, employ and terminate the employment of such individuals as may be necessary for the proper and efficient operation of the City subject only to the requirements of the City Charter, Ordinances, State and Federal laws. In addition, neither the City Council, nor any of its members shall direct or request the appointment of any person to or removal from office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the City of Riviera Beach. The City Council and its members shall communicate regarding Policy Issues with employees of the City solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately, unless otherwise authorized by law.

4) Benefits – The City shall provide Second Party with all of the benefits accruing to City employees in administrative positions, except to the extent modified by this agreement.

5) Termination – This agreement may only be terminated by the City, in accordance with the procedure set forth in this section. The City may at any time, terminate this agreement at its pleasure and without cause. If termination of employment occurs during the contract period, Second Party shall be entitled

to six (6) months severance pay which shall include any time Second Party has left under the contract for that year and all other accumulated employment benefits per City policy.

In the event the Second Party voluntarily resigns his position with the City before the expiration of the term of this agreement, Second Party shall provide the City with thirty (30) days written notice of said resignation. Upon receipt of such notice, the City at its option, may require Second Party to terminate his employment at an earlier date than set forth in the notice of resignation, provided that the City may not require Second Party to terminate his employment less than ten (10) days after receipt of said notice. In such event, the City's obligation shall be to pay Second Party for all time actually worked, as well as all remaining accrued employment benefits pursuant to City policy, plus accrued vacation and sick leave as provided in this agreement. All sums to be paid upon receipt of a final status report from Second Party which reasonably advises the Council of the status of the City's departments and all major projects affecting the City.

6) Retirement – Second Party will participate as a member of the City Managed Retirement System.

7) Deferred Compensation – The City will pay Second Party annual deferred compensation in an amount of \$8,500. Said deferred compensation shall be paid to the Public Employees Benefit Services Corporation (PEBSCO) or other qualified 457 designated retirement fund designated by Second Party beginning November 1, 2001. Such payments shall be made on a bi-weekly basis or at such other pay periods as may be established by the City until the maximum annual contribution has been made. The City agrees to transfer ownership of said plan to succeeding employers upon Second Party resignation or discharge.

8) Insurance – The City will provide Second Party with individual and dependent medical and dental insurance coverage, paid in full, equivalent to such insurance generally provided to the City's Department Heads. Further, the City shall pay for a Long Term Disability policy which will pay Second Party sixty percent (60%) of his compensation. The City will provide Second Party with

Term Life Insurance, fully paid by the City, with a face value of \$160,000.00. Second Party acknowledges that the Long Term Disability and the Term Life Insurance policies referenced above were identified and obtained solely by the Second Party and the City is not responsible for the quality, quantity or adequacy of said policies.

9) Vacation – Second Party shall be entitled to twenty (20) days paid vacation annually, accrued and available on the first day of this contract. Any unused vacation days shall accrue to Second Party in accordance with City policy. Upon termination of this agreement, Second Party shall be paid for each vacation day accrued at his then current salary. Payment for said vacation days shall be made to Second Party regardless of the manner of termination of this agreement upon completion of the final status report referenced in section five (5) above.

10) Sick Days – Second Party shall be entitled to twelve (12) sick days per year accrued and available on the first day of this contract. Any unused sick days shall accrue to Second Party in accordance with City policy.

11) Transportation Allowance – The City shall pay Second Party the sum of five hundred dollars (\$500.00) per month for a transportation allowance. Second Party shall not seek, and is not entitled to reimbursement for vehicular travel within 150 miles of the City.

12) Cellular Telephone – The City shall provide Second Party with cellular telephone capacity in accordance with City policy.

13) Dues and Subscriptions – The City agrees to budget for and to pay for professional dues and subscriptions of Second Party necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

14) Professional Development – The City agrees to budget for and to pay for travel and subsistence expenses of Second Party for professional and official travel, meetings, and occasions adequate to continue the professional

development of Second Party and to adequately pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which Second Party serves as a member.

15) Evaluation – The City Council may initiate an evaluation of the City Manager's performance at any time during the contract. The evaluation may set forth findings of fact and future goals requested of the City Manager. The procedure may be established by the City Council. The results of the evaluation shall be given to Second Party and he shall be provided adequate opportunity to discuss the evaluation with the City Council. Said evaluation is not mandatory.

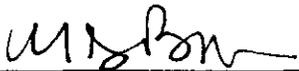
16) Indemnification of Employee – The City agrees, pursuant to Section 111.07, Florida Statutes, and Section 2-3, City of Riviera Beach Code, to provide reasonable attorney's fees and other expenses of litigation to defend any civil action rising from a complaint for damages or injuries suffered as a result of any act or omission of Second Party while serving as the City Manager arising out and in the scope of this employment or function as well as costs, disbursements claims, payments, judgements, or settlements, or settlements resulting from any lawsuit or claim, unless the case of a tort action he has been determined in final judgement to have caused the harm intentionally, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard to human rights, safety, or property. In addition, the City agrees to provide reasonable attorney's fees and costs to defend criminal investigation or prosecution of Second Party while serving as the City Manager arising out of or in the scope of his employment. A reasonable fee should not exceed the amount the City pays for its attorney, but in any case should not exceed \$200.00 per hour without prior approval of the Council. Said indemnification provision to continue in effect after termination of employment.

17) Residency – During the period of this contract, Employee shall establish residency within the City, and shall remain a resident for the duration of this contract.

18) General Provision – The text of this document constitutes the entire agreement between the parties and may only be modified in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the date set for above.

THE CITY OF RIVIERA BEACH

BY: 
Michael D. Brown, Mayor

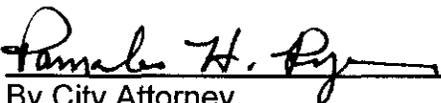

William E. Wilkins

ATTEST:

 9/4/01
City Clerk


Witness

Reviewed


By City Attorney
As to Legal Form and Sufficiency

8/29/01
Date

mem
8/29/01

RESOLUTION NO. 166-01

NUMBER OMITTED

RESOLUTION NO. 167-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PAYMENT OF \$12,000.00 TO COMMUNITY SAVINGS, FOR THE LEASE RENEWAL OF BAYS 8 & 9 AT 835 WEST 13TH COURT, RIVIERA BEACH, WHICH IS UTILIZED FOR STORAGE OF VEHICLES AND PROPERTY SEIZED BY THE RIVIERA BEACH POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-0822-5210-4402; AND AUTHORIZING THE MAYOR, CITY CLERK, AND THE CITY MANAGER TO SIGN THE ATTACHED LEASE RENEWAL FOR THE PERIOD OCTOBER 1, 2001 TO SEPTEMBER 30, 2002.

WHEREAS, in October 1993, the City Council approved the initial lease agreement between the City of Riviera Beach and Community Savings, F.A. (a Federal Savings & Loan Association) for the lease of Bays 8 and 9 at 835 West 13th Court, Riviera Beach, for the storage of vehicles and property seized, pending legal action; and

WHEREAS, the City Council has approved annual lease agreements for this facility since 1994; and

WHEREAS, a copy the Lease Renewal for the period October 1, 2001 through September 30, 2002 is attached hereto, and made a part of this resolution.

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

Section 1: That City Council approves the payment of \$12,000.00 for the lease renewal of a storage facility that is utilized by the Riviera Beach Police Department for seized vehicles and property.

Section 2: That City Council authorizes the Mayor, City Clerk, and City Manager to sign the attached Lease Renewal for the period October 1, 2001 to September 30, 2002.

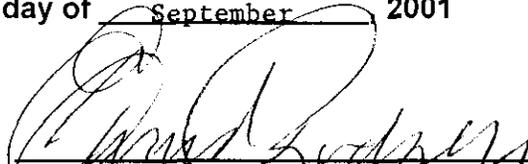
Section 3: That City Council authorizes the Mayor and Finance Director to pay the lease for this facility from Account Number 001-0822-5210-4402.

RESOLUTION # 167-01
PAGE 2

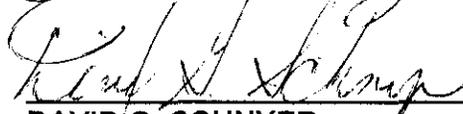
PASSED and APPROVED this 19th day of September 2001

APPROVED:

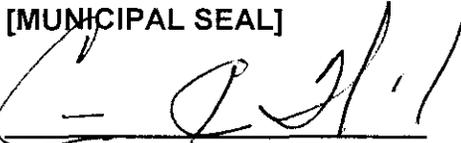

MICHAEL D. BROWN, MAYOR

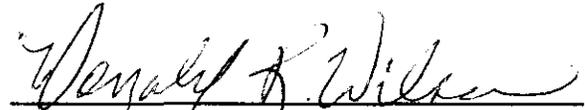

EDWARD RODGERS, CHAIRPERSON

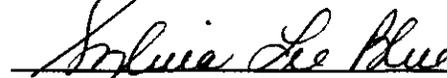
ATTEST:

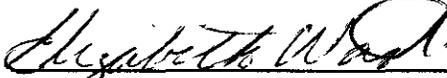

DAVID G. SCHNYER
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


CARRIE E. WARD, CMC/AE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
Council Members

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

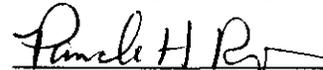
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/12/01

LEASE RENEWAL AND EXTENSION AGREEMENT

COMMUNITY SAVINGS, F. A., a Federal Savings & Loan Association (hereinafter referred to as Lessor), and **RIVIERA BEACH POLICE DEPARTMENT** (hereinafter referred to as Lessee), hereby agree to renew and extend that certain lease executed by them on the **15th** day of **September, 1994**, for the property described as Bays 8 and 9 of 835 West 13th Court, Riviera Beach, Florida, also known as **LOT 5 FUTURA INDUSTRIAL PARK** as recorded on Plat Book 31, page 175 of the Public Records of Palm Beach County, Florida.

For good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree to extend the term of the lease for an additional year beginning, **October 1, 2001** and ending on the **30th** day of **September, 2002**. The total annual rent for the extended one year lease term is **Twelve Thousand Dollars (\$12,000.00)**, due and payable in full before **October 1, 2001**. Except as modified herein, the Business Lease executed between the parties dated the **15th** day of **September, 1994**, remains in full force and effect. If there is any conflict between the terms and conditions of this Lease Renewal Extension Agreement and the Business Lease, the terms and conditions of this Lease Renewal and Extension Agreement apply.

Both parties acknowledge and agree that the Business Lease referred to herein is currently in good standing, and neither party has defaulted under any obligations contained therein. As of the date of this Lease Renewal and Extension Agreement, the rent is current.

IN WITNESS WHEREOF, the parties have executed this Lease Renewal and Extension Agreement for the purpose herein expressed.

Signed, sealed and delivered
in the presence of:

Pamela W. Hardy
Pamela W. Hardy



Pamela W. Hardy
MY COMMISSION # CC678870 EXPIRES
September 9, 2001
BONDED THRU TROY FAIN INSURANCE INC.

By: Michael D. Brown
Michael D. Brown, Mayor

Carrie E. Ward
Carrie E. Ward, CMC/AAE
City Clerk
September 19, 2001

COMMUNITY SAVINGS, F. A.

By: Larry Koerner
Larry Koerner, Vice President

Dated: 8-13-01

RIVIERA BEACH POLICE DEPARTMENT

By: William E. Wilkins
William E. Wilkins, City Manager

Dated: September 4, 2001

REVIEWED FOR LEGAL SUFFICIENCY
Paul H. Py
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 9/12/01

RESOLUTION NO. 168-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING \$38, 295 IN STATE AID FUNDS FROM THE FLORIDA STATE DEPARTMENT DIVISION OF LIBRARY AND INFORMATION SERVICES, TO ENCOURAGE THE ESTABLISHMENT AND DEVELOPMENT OF ENHANCED LIBRARY SERVICE AND INCREASING THE BUDGET FOR SAME.

WHEREAS, the City of Riviera Beach Public Library, became a member of the Library Cooperative of the Palm Beaches to provide enhanced library services for users; and

WHEREAS, each member library will receive State Aid monies from the Florida State Department Division of Library and Information Services as authorized under Sections 257.14-257.25, Florida Statutes.

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

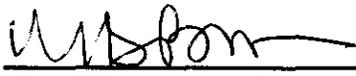
SECTION 1: That the City is authorized to accept the \$38,295 State Aid, minus the cost recovery to Palm Beach County, from the Florida State Department Division of Library and Information Services.

SECTION 2: That the Interim Finance Director is authorized to set up a budget as follows:

<u>Revenues</u>		
001-334-703	State Aid Library Cooperative	\$38,295
<u>Expenditures</u>		
001-1336-5710-6404	Office Equip. & Furniture	\$38,295

PASSED and APPROVED this 19th day of September 2001.

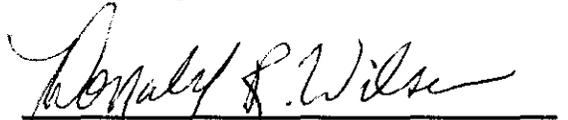
APPROVED:


MICHAEL D. BROWN,
MAYOR


EDWARD RODGERS,
CHAIRPERSON

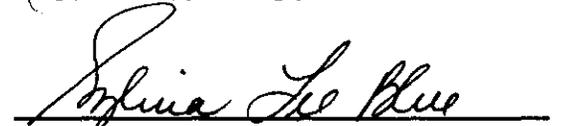

DAVID G. SCHNYER,
CHAIR PRO-TEM

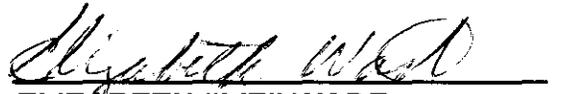
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

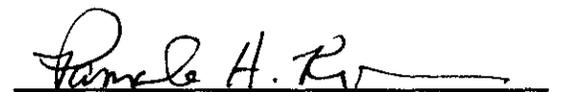
CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson
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: 9/10/01

RESOLUTION NO. 169-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RIVIERA BEACH PUBIC LIBRARY LONG-RANGE PLAN FOR A THREE-YEAR PERIOD, 2002-2004; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed Long-Range Plan for the Riviera Beach Public Library is one of the requirements to receive a State Aid Grant under Chapter 257, Florida Statutes and guidelines for the State Aid to Libraries Grant Program; and

WHEREAS, the long-range plan will provide a pattern for the growth of the library over the next three years (2002-2004) at a total cost of \$489,524.

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

Section 1: That the City Council approves the Riviera Beach Public Library Long-Range Plan outlining the library's operation for a three year period of 2002-2004.

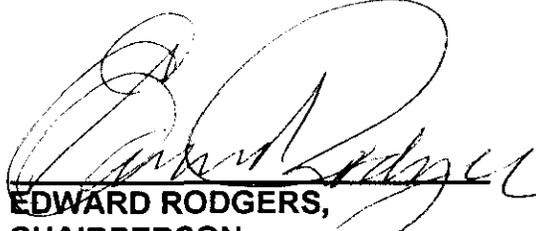
Section 2: That the City Council hereby accepts a copy of the Long-Range Plan attached hereto and made a part of the Resolution.

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

PASSED AND ADOPTED THIS 19th **Day of** September, 2001

APPROVED:

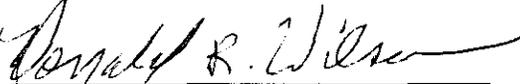

MICHAEL D. BROWN,
MAYOR

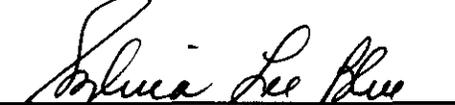

EDWARD RODGERS,
CHAIRPERSON

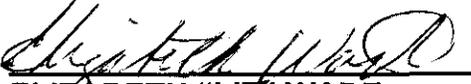

DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)

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


DONALD R. WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

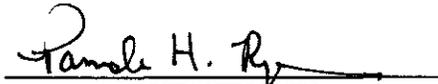
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/10/01

RESOLUTION NO. 170-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$25,000 BETWEEN THE CITY OF RIVIERA BEACH AND THE NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION, A NON-PROFIT ORGANIZATION FOR ACTIVITIES IN THE WEED AND SEED AREA AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; PROVIDING FOR AN EFFECTIVE DATE.

ITEM DELETED SEPTEMBER 19, 2001

RESOLUTION NO. 171-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE GENERAL RELEASE IN THE MATTER OF KATHY MALDONADO JENKINS AND TORREY JENKINS, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVES OF THE ESTATE OF JASMINE JENKINS AND AS GUARDIANS OF LANDON JENKINS AND JORDAN JENKINS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City prevailed in the original lawsuit filed in the Fifteenth Judicial Circuit in January 2000 by plaintiffs in Case Nos. 00-00169 AN and 98-009025 AN; and

WHEREAS, Circuit Court Judge, Stephen Rapp, awarded costs against the plaintiffs, an amount which has yet to be determined; and

WHEREAS, plaintiffs filed an appeal challenging the award of costs with the Fourth District Court of Appeal in Case No. 4D01-2162; and

WHEREAS, plaintiffs also filed a separate cause of action against the City in the United States District Court in June 2001; and

WHEREAS, the City has been vigorously defending the new lawsuit; and

WHEREAS, in an effort to end litigation all parties are in favor of settling all outstanding issues concerning the lawsuits.

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

SECTION ONE. That the Mayor and City Clerk are hereby authorized to execute the General Release in the matter of Jenkins/Maldonado v. City of Riviera Beach, et al., Case Nos. 98-009025 AN, CL 00-00169 AN; 4D01-2162; and 01-8477 CIV-RYSKAMP-VITUNAC.

SECTION TWO. A copy of the General Release is attached hereto and made a part of this resolution.

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

PASSED and **APPROVED** this 19th day of September, 2001.

RESOLUTION NO. 171-01

APPROVED:



Michael D. Brown
Mayor

Attest:

[Municipal Seal]

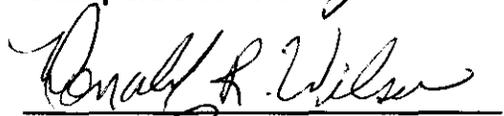

Carrie E. Ward, CMC/AAE
City Clerk



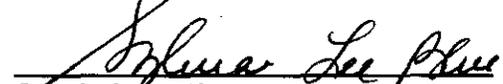
Edward Rodgers
Chairperson



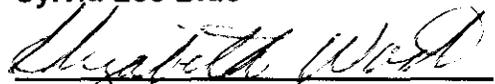
David G. Schnyer
Chairperson Pro Tem



Donald R. Wilson



Sylvia Lee Blue

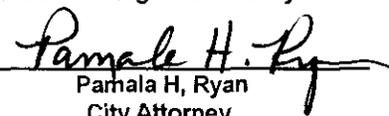


Elizabeth "Liz" Wade
Council members

Motioned by: D. Wilson

Seconded by: D. Schnyer

Approved as to legal sufficiency:

BY: 

Pamala H. Ryan
City Attorney

Date: 9/12/01

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

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT the Plaintiffs/Appellants, KATHY MALDONADO JENKINS and TORREY JENKINS, individually, and as Personal Representatives of the Estate of Jasmine Jenkins, and as guardians and next friends of their children, Landon Jenkins and Jordan Jenkins (hereinafter referred to as "First Parties"), in Civil Action No. 98-009025 AN and CL 00-00169 AN pending in the Circuit Court in and for Palm Beach County, Florida, and in Case No. 4D01-2162 pending in the Fourth District Court of Appeal of the State of Florida, and Civil Action No. 01-8477 CIV-Ryskamp-Vitunac pending in the Southern District Court of Florida, for and in consideration of filing a Voluntary Dismissal of all actions with prejudice, all parties to bear their own attorneys' fees and costs, and the agreement of the Second Parties to waive entitlement to taxable costs in the above-referenced lawsuits, or other valuable considerations, received from or on behalf of Defendant, CITY OF RIVIERA BEACH, and its insurer, UNITED NATIONAL INSURANCE COMPANY, and any and all subsidiary corporations or parent corporations thereof and affiliates, and its agents, servants, employees and/or affiliates (herein referred to as "Second Parties");

(Wherever used herein the terms "First Parties" and "Second Parties" or "releasers" and "releasees" shall include singular and plural, heirs, legal representatives, and assignees of individuals, and the successors and assigns of corporations wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy and forever discharge the said Second Parties, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, controversies, damages, judgments, claims and demands whatsoever, in law or in equity, which said First Parties ever had, now have, or which any personal representative,

successor, heir or assign of said First Parties, hereafter can, shall or may have, against said Second Parties, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

The Second Parties hereby remise, release, acquit, satisfy and forever discharge the First Parties, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, controversies, damages, judgments, claims and demands whatsoever, in law or in equity, which said Second Parties ever had, now have, or which any personal representative, successor, heir or assign of said Second Parties, hereafter can, shall or may have, against said First Parties, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

This release does not apply to any and all claims against Defendant, ANDREW COHAN, individually; however, First Parties agree that they will not be assigned any cause of action on behalf of ANDREW COHAN or an assignment from any party against the CITY OF RIVIERA BEACH or UNITED NATIONAL INSURANCE COMPANY regarding or arising out of the automobile accident of May 6, 1997.

This release specifically covers but is not limited to any and all claims for personal injury benefits, medical expenses, attorney fees, costs and premiums, and bad faith claims as a result of the incident and matters set forth in certain lawsuits referred to above.

It is understood and agreed that this settlement is a compromise of doubtful and disputed claims, and that the consideration given is not to be construed as an admission of liability on the part of the party or parties hereby released, and that the Second Parties deny liability therefor and intend merely to avoid further litigation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19 day of

September, 2001.

Signed, sealed and delivered
in the presence of:

Andrew M. Kowalsky
Witness

Kathy Maldonado-Jenkins
KATHY MALDONADO JENKINS, Individually,
as Personal Representative of the Estate of Jasmine
Jenkins, and as Guardian and Next of Friend of her
children, Jordan Jenkins and Landon Jenkins

Andrew M. Kowalsky
Witness

TORREY JENKINS
TORREY JENKINS, Individually, as Personal
Representative of the Estate of Jasmine Jenkins, and
as Guardian and Next of Friend of her children,
Jordan Jenkins and Landon Jenkins

STATE OF FLORIDA)
) SS.
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgments, personally appeared KATHY
MALDONADO JENKINS and TORREY JENKINS, to me known to be the persons described in
and who executed the foregoing instrument and have acknowledged before me that they
executed the same and who provided are personally known to me. as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day
of September, 2001.

Joanne B. Cline
NOTARY PUBLIC, State of Florida at
Large
My Commission Expires:
SEAL



Attest:

Carrie E. Ward

Carrie E. Ward
City Clerk, City of Riviera Beach

CITY OF RIVIERA BEACH

By:

Michael D. Brown

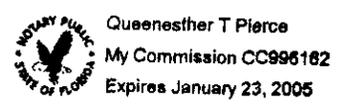
Michael D. Brown, Mayor
As authorized representative of
The City of Riviera Beach, with
approval of the City Council.

STATE OF FLORIDA)
) SS.
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Carrie E. Ward + Michael D. Brown (name of officer) of the City of Riviera Beach, a corporation, on behalf of the corporation, to me known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same and who ~~provided~~ self as personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 2001.

Queenesther T. Pierce
NOTARY PUBLIC, State of Florida at
Large
My Commission Expires:
SEAL



RESOLUTION NO. 172-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LIBRARY TO PURCHASE THE INTEGRATED LIBRARY AUTOMATED SYSTEM SOFTWARE CONTRACT AGREEMENT WITH MAXCESS LIBRARY SYSTEMS, INC. OF GREENBELT, MARYLAND IN THE AMOUNT OF \$47,830.64 UNDER THE CITY OF WEST PALM BEACH BID PROPOSAL NO. RFP 97/98-112 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WHICH IS A PART OF THIS RESOLUTION; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 001-1336-5710-6404.

WHEREAS, the Library is requesting approval for the purchase of an Integrated Library Automated System Software for resource sharing with the Library Cooperative of the Palm Beaches; and

WHEREAS, the City of Riviera Beach in conjunction with the City of West Palm Beach under their competitive bid process Request For Proposal 97/98-112, selected Maxcess Library System, Inc. to provide said service at a total cost of \$47,830.64; 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 City Council hereby accepts the contract agreement in the amount of \$47,830.

Section 2: The Mayor and City Clerk are hereby authorized to execute the Contract Agreement which forms a part of this Resolution.

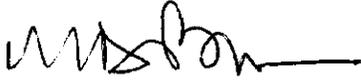
Section 3: A copy of the Contract Agreement between Maxcess Library System and the City of Riviera Beach is attached hereto and made a part thereof.

Section 4: The Mayor and Finance Director are authorized to make payment for same under Account Number 001-1336-5710-6404.

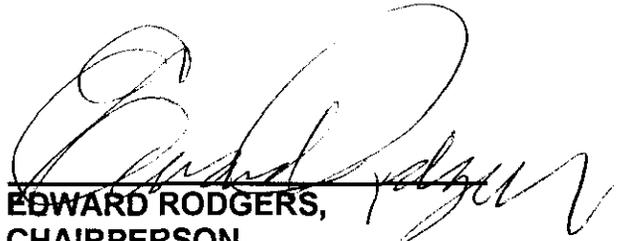
Section 5: This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 19th day of September 2001.

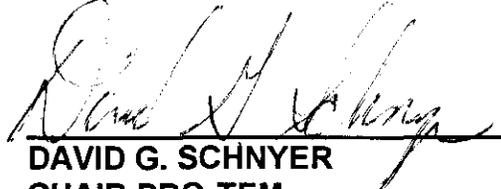
APPROVED:



MICHAEL D. BROWN,
MAYOR



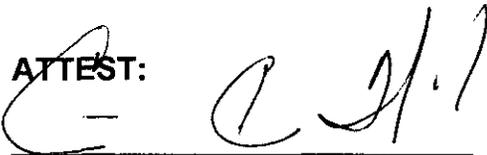
EDWARD RODGERS,
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

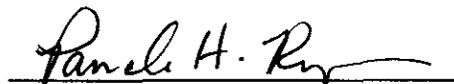
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


Pamela H. Ryan
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/11/01

Purchase Agreement

Between

City of Riviera Beach
600 West Blue Heron Blvd
Riviera Beach, FL 33404

AND

Maxcess Library Systems, Inc.
6305 Ivy Lane, Suite 720
Greenbelt, MD 20770

Purchase Agreement

This Agreement, made this _____ day of _____, 2001, by and between Maxcess Library Systems, Inc., (Maxcess) a Maryland Corporation, with principal offices at 6305 Ivy Lane, Suite 720, Greenbelt, MD 20770 and City of Riviera Beach Public Library (Customer), located at 600 West Blue Heron Blvd, Riviera Beach, FL 33404, is for the purchase and/or license of the Products and Services described herein and more specifically listed in Appendix A. Customer wishes to license from Maxcess and Maxcess wishes to license to Customer certain computer Application Software. Customer acknowledges and understands that Maxcess is an independent contractor and is not an agent of its suppliers or manufacturers.

1. Definitions

"Licensed Software."

The term "Licensed Software" means and includes, collectively, a family of related proprietary computer software programs (in both object and source code formats) markets by Maxcess Library System.

"Business Day."

The term "Business Day" is defined as 8:00 a.m. through 5:00 p.m., Eastern Standard Time, Monday through Friday, excepting Maxcess Holidays, a copy of which will be provided to the Customer annually.

"Documentation."

The term "Documentation" shall mean all user manuals; installation guides specifications, literature, drawings, memoranda, materials and other documentation for and related to the Licensed Software.

"Intellectual Property Rights."

The term "Intellectual Property Rights" means and includes trade secrets, know-how, patents, patent rights, patent applications, copyrights, copyright registrations, moral rights, trademarks, service marks, trademark and service mark registrations, mask works and goodwill and all other propriety rights and intellectual property rights arising or protectable under the laws of the United States of America and any other Jurisdiction.

"Licensed Technology."

The term "Licensed Technology" means, collectively, the Licensed Software, the Documentation and all Intellectual Property Rights in and to the Licensed Software, the Documentation or any part of component thereof.

"Products and Services."

The term "Products and Services" refers to Hardware, Software, and Services provided under the provisions of this Agreement.

“System”

The term “Systems” refers to the Hardware and Licensed Technology purchased and/or licensed pursuant to this Agreement.

2. Term of Agreement.

The Customer agrees to purchase and Maxcess agrees to sell, under the provisions of this Agreement, the Products and Services outlined in Appendix A attached hereto and incorporated by this reference. Maxcess agrees to license to Customer, under the provisions of this Agreement the Licensed Software, outlined in Appendix A and incorporated by this reference (including any updates provided for under the warranty provisions listed in Appendix J herein) at the prices outlined in Appendix A. The term of this Agreement shall commence upon signing thereof, and shall be in affect for a period of five (5) years unless terminated for cause as specified herein, or upon mutual consent of both parties.

3. Contract Documents.

The following documents shall comprise the Agreement between the parties concerning the subject matter of this contract, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:

- a) This Agreement and all appendices and other documents attached and incorporated by reference.
- b) Software Maintenance Agreement

4. Software License.

Customer shall only use such Licensed Software to process its own records, and agrees to exercise dillgence in preventing dissemination to unauthorized personnel. Customer acknowledges that the Licensed Software licensed by Maxcess contains valuable trade secrets and proprietary forms of expression. Customer agrees to respect the confidential and trade secret nature of the Licensed Software by restricting use and access as described herein. Customer promises not to reverse engineer or otherwise recreate the form of expression or underlying ideas, (collectively “Recreate”) contained in any portion of the Licensed Software. Customer agrees not suffer or permit others to recreate the Licensed Software. No title to or ownership of the Licensed Software or any Parts thereof shall be transferred to the Customer. Only the grant of a license authorizes Customer to execute, access or make other use of the Licensed Software. No such authorization is granted by the mere distribution of the software by Maxcess.

Customer's use of the Licensed Software is limited to a maximum of 75,000 records and for the Web Server, a maximum of 8 concurrent users and/or sessions. In the event that the Customer desires to use the Licensed Software in excess of this limitation, Customer shall provide written notice to Maxcess of such intent. In this event, Maxcess has the right and may charge the Customer additional license fees.

Maxcess shall have the right to terminate (j) any software license, for which the license fee has not been paid, and (ii) any or all of the Software licenses granted hereunder if

Customer materially fails to comply with these license terms and conditions. Termination shall occur in accordance with the provisions of Paragraph 22 herein. Except in the event of termination by Maxcess under the terms of the specified in this Agreement, the Software licenses granted by Maxcess under this agreement shall last forever.

The obligations of the Customer under this Paragraph 4 are continuing and shall survive termination, discontinuance or abandonment of this agreement for any reason whatsoever.

5. Warranty of Right to Sell.

Maxcess warrants that it has the right to convey a title to Hardware described herein free and clear of all liens and encumbrances.

6. Title

Title to the Hardware shall pass to the Customer in accordance with Paragraph 10 Delivery herein, subject to the security interest granted pursuant to Paragraph 9 below. Customer understands that no title is granted hereunder to the Maxcess Licensed Software.

7. Representation and Warranties

- a) Maxcess owns all rights, titles and interest in and to all the Licensed Technology;
- b) Maxcess has not sold or assigned the Licensed Technology, the Documentation or any interest to rights therein to any third party;
- c) To the best of Maxcess' knowledge and belief, neither the Licensed Technology, the Documentation nor any products that embody or employ the Licensed Technology are in the public domain, or have been licensed, except as described in Appendix A of this Agreement;
- d) Maxcess has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement.

8. Warranties

Maxcess agrees to warrant the Products purchased and licensed hereunder according to the applicable warranty terms set forth in Appendix J attached hereto and incorporated by this reference. THE WARRANTIES STATED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY TYPE WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

9. Payment/Security Interest/Delays

The purchase price of the Products is set forth in Appendix A attached hereto, inclusive of insurance and estimated transportation but exclusive of sales, use and like taxes. Such sum will be changed to include actual cost for staff transportation and freight charges in lieu of the amounts estimated therein. Payments shall be made in accordance with the payment terms outlined in Appendix B attached hereto.

In the event the installation of the Licensed Software is delayed by the failure of the Customer to perform site preparation in accordance with the provisions herein, the sum listed in Appendix A under Licensed Software will be payable within ten (10) days of certification by Maxcess of such delay.

Customer hereby grants Maxcess a security interest in those Products purchased herein for which payments remain due under this Agreement.

Maxcess shall not foreclose its security interest so granted as long as Customer is in good faith contesting Maxcess allegations of default under this Agreement.

If payment is not made within thirty (30) days of Customers' receipt of invoice, or date payable, whichever is later, an interest charge of eighteen percent (18%) per annum will accrue for each additional day the invoice remains unpaid. Maxcess must be notified by Customer in writing with ten (10) days of receipt of an invoice is being contested.

10. Taxes

Prices are exclusive all sales, use and like taxes. If applicable, the Customer shall certify, and provide appropriate documentation thereof, that the Customer is exempt from all known federal, state, local sales, use, or like taxes. Any tax Maxcess may be required to collect to pay upon the sale, use or delivery of the Products shall be paid by the Customer and such sums shall be due and payable to Maxcess upon receipt of an invoice therefore. The Customer shall pay any personal property taxes levied after delivery.

11. Infringement Indemnity.

Maxcess shall indemnify Customer from and against any and all liability, costs, expenses, or damages of any kind or nature, including but not limited to reasonable fees of attorneys, accountants, and other professionals, suffered or incurred by Customer as a result of any action, suit, claim, arbitration or proceedings brought against Customer (or its officers, directors, shareholders, employees, agents or sublicenses) by any person not a party to this agreement based in whole or in part on any of the representations and warranties contained in Section 7 being untrue or incorrect in any respect (Action), provided that Customer will promptly notify Maxcess. Maxcess will not be liable under this Section 11 to the extent that the Action brought against Customer is based on modifications or enhancements to the Licensed Technology made by the Customer or a third party.

12. Force Majeure

Neither party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, delays in delivery by Maxcess' vendors, commercial impracticability, or any other cause beyond the reasonable control of the parties. The delivery schedule shall be extended by a period of time equal to the time lost due to any such delay.

13. Cancellation/Reschedule Charges

Customer understands that Maxcess will order the Products outlined in Appendix A from Maxcess' suppliers in reliance upon Customer's promise to purchase these Products under the provisions of this Agreement. In the event Customer cancels any order or portion thereof, or requests a rescheduling and such request is accepted by Maxcess, Customer agrees to pay Maxcess any cancellation or rescheduling charges imposed upon Maxcess by any of its suppliers resulting there from. Customer may not cancel or reschedule any order or portion thereof after order has shipped.

14. Insurance

Maxcess shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of Maxcess or any of its subcontractors or their respective officers, directors employees or agents. Such general liability insurance shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence.

15. Confidentiality/Ownership of Library Data

Maxcess agrees that the records of Customer must remain confidential and further agree that neither Maxcess nor its employees will disclose such records or any portion thereof to any person whomsoever without the express prior written consent of Customer.

All bibliographic, item, fine, patron, and other records entered into the database of Customer or supplied to Maxcess by Customer are and shall remain the sole property of the Customer. Maxcess shall not, without Customer's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to Customer upon completion of the contracted work.

Customer shall have the right and without the consent of Maxcess, to extract such data in the industry-standard formats, using standard Maxcess utilities and at no cost to the Customer. Customer acknowledges that the storage complication, format and layout constitute propriety and trade secret information of Maxcess and are protected by federal copyright law. Maxcess agrees to assist Customer, if requested, in making such extracts subject to reasonable compensation therefore.

All materials, documents and other information provided by Maxcess to Customer pursuant to this agreement shall remain strictly confidential, shall be used only by Customer's agents or employees and shall not be disclosed to any third party whomsoever without the written consent of Maxcess. Duplication of documentation provided hereunder shall be performed pursuant to terms and conditions of Paragraph 21 hereof.

The obligations of the Customer and Maxcess under this Paragraph 15 shall survive the termination, discontinuance or abandonment of this Agreement for any reason whatsoever.

16. Delivery.

All delivery will be made F.O.B. manufacturer's plant or warehouse, with shipping charges to be paid by Customer, including charges (if any) to place the equipment in the desired location for installation. Maxcess will select the carrier and will request inside delivery to the installation site specified in Paragraph 18 herein. Insurance will be provided by the Manufacturer and Maxcess on the Products while in transit, and such amounts, as estimated in Appendix A hereto, will be reimbursed by the Customer.

17. Site Preparation.

Customer, at their expense, shall perform all required site preparation, in accordance with Manufacturer's site preparation instructions furnished to the Customer pursuant to this Agreement. The site shall be available to Maxcess for installation within five (5) business days from the date of the delivery of equipment.

18. Installation.

Maxcess will install the Hardware and Software at Customer's site at the address noted below following delivery according to the schedule set forth in Appendix I incorporated by this reference:

City of Riviera Beach Public Library
600 West Blue Heron Blvd
Riviera Beach, FL 33404

Notwithstanding the foregoing, Maxcess will not have the obligation to install the Product:

- a) Unless the equipment and installation site are made available to Maxcess for installation within five (5) business days from the date of delivery and Maxcess has been so notified
- b) If the equipment has been modified without the express written approval from Maxcess, and/or subjected to unusual physical or electrical stress, accident, neglect, misuse or other damage beyond the control of Maxcess.

19. Press Release.

Maxcess shall have the right to include Customer's name in a published list of customers, without prior approval of Customer. With regard to other publicity matters wherein Customer's name is mentioned in relation to Products or Services furnished by Maxcess, Maxcess agrees to submit to Customer for approval of all such proposed advertising, sales promotions or other copy, and to refrain from publishing or using any such publicity without Customer's prior written consent, which consent shall not be unreasonably withheld. Maxcess further agrees not to refer to the award of this contract,

in commercial advertising in such manner as to state or imply that the Products or Services provided hereunder are endorsed or preferred by Customer, unless Customer agrees otherwise in writing.

Maxcess reserves the right, without prior consent of Customer, to issue any comments or corrections to any press release in which Maxcess is mentioned in conjunction with this Agreement or any Services performed pursuant hereto.

20. Documentation.

Maxcess shall provide Customer with Documentation as described in Appendix E incorporated by this reference, including updates for one (1) year from the date of the installation. Customer may duplicate such Documentation only as provided for by the Software License granted herein, with the inclusion of Maxcess' copyright notice

21. Training.

Maxcess agrees to provide Customer with the service of qualified personnel to train Customer's Staff in operation of the system according to the terms outlined in Appendix F. Customer will reimburse Maxcess for reasonable travel expenses incurred for such training ten (10) days after submittal of invoice. Such expenses may include but are not limited to: Meals, private hotel or motel room, taxi or carfare, coach airfare and tips.

22. Default by Maxcess.

Customer shall have the right to terminate this Agreement if Maxcess defaults in the following manner:

- a) Assigns the Agreement or any of its rights hereunder (except as otherwise provided under the terms of this Agreement);
- b) Neglects or fails to perform or observe any of its existing or future obligations to Maxcess under this agreement;
- c) Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer appointed to take charge of all or part of its property; and/or
- d) Is adjudged as bankrupt;

And, any of the above condition(s) is not remedied within thirty (30) days after written notice thereof has been given to Maxcess. In the event of cancellation and/or termination as set forth above, Customer shall pay Maxcess for Services rendered by Maxcess. Customer shall also reimburse Maxcess for its out-of-pocket expenses, such as supplies and travel. All materials, including but not limited to Software, delivered to Customer (and all copies thereof) shall terminate, and the rights, obligations and liabilities of each party shall cease. Customer agrees, upon notice of such termination to immediately return all copies of the Software, source code, and Documentation provided hereunder to Maxcess. If Customer refuses to return the same, Maxcess shall have the right to pursue all legal and equitable remedies available, including but not limited to repossession of the software electronically. Customer's intentional interference with Maxcess' ability to exercise its rights hereunder shall subject Customer to such costs as may be incurred in the enforcement of such rights, including but not limited to, reasonable attorney's fees and court costs.

23. Default by Customer.

Maxcess shall have the right to terminate this Agreement if Customer defaults in the following manner;

- a) Neglects or fails to perform or observe any of its existing or future obligations to Customer under this agreement;
- b) Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer appointed to take charge of all or part of its property; and/or
- c) Is adjudged as bankrupt;

And, any of the above condition(s) is not remedied within thirty (30) days after written notice thereof has been given to Customer.

24. Assignment.

Maxcess may assign this Agreement to an entity that acquires, directly or indirectly, substantially all of its assets or merges with it. Except as set forth in this section, neither this Agreement nor any right under this Agreement, in whole or in part, shall be assignable or otherwise transferable by the Customer without the express written consent of Maxcess, such written consent shall not be reasonably withheld. Any attempt to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of Maxcess shall be null and void. Subject to the above, this Agreement shall be binding upon and take effect for the benefit of the successors and assigns of the parties to this Agreement.

25. Waiver and Amendment.

No waiver, amendment or modification of any provision or of any right, power or remedy under this Agreement will be effective unless made in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced and this Agreement may only be amended by a writing signed by both parties. No failure by any party to exercise, and no delay by any party in exercising any right, power or remedy with respect to the obligations secured hereby will operate as a waiver of any such right, power or remedy.

26. Indemnifications.

MAXCESS AGREES TO IDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS THE CITY, ITS COUNCIL MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, FINES, CHARGES, PENALTIES, ADMINISTRATIVE AND JUDICIAL PROCEEDINGS AND ORDERS, JUDGMENTS AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS TO DEFEND DIRECTLY OR PROXIMATELY RESULTING FROM MAXCESS' ACTIVITIES PURSUANT TO THIS AGREEMENT. NOTHING CONTAINED IN THIS PROVISION SHALL BE CONSTRUED OR INTERPRETED AS CONSENT BY THE CITY TO BE SUED NOR AS A WAIVER OF SOVEREIGN IMMUNITY BEYOND THE WAIVER PROVIDED IN SECTION 768.28, FLORIDA STATUTES.

MAXCESS WILL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE OF PRODUCTS OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF MAXCESS' LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

Any action brought against Maxcess must be brought within four years after the cause of action arises.

27. Notices.

Any notice or other communication required or permitted to be given by either party hereby will be deemed given when personally delivered, or when sent by confirmed telecopy or other electronic communication, or three (3) days after being deposited in the United States mail by registered or certified mail, postage prepaid, addressed to each respective party hereto at its address shown below or to another address as either party may indicate by proper notice to the other in the same manner as in provided in the section.

For MAXCESS:

Jerry Sherman, President
Maxcess Library Systems, Inc.
6305 Ivy Lane
Suite 720
Greenbelt, MD 20770
Fax: 301-220-4454

For CITY OF RIVIERA BEACH:

Ann, Sutton, Director
City of Riviera Beach Public Library
600 West Blue Heron Blvd
Riviera Beach, FL 33404
Fax: 561-881-7308

28. Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision will be enforced to the maximum extent possible and the remaining provisions of this Agreement will continue in full force and effect to the maximum extent permissible without being impaired or invalidated in any way.

29. Paragraph Headings.

Paragraph Headings used in this Agreement are for the purpose of categorizing the

contents of the paragraphs, are for reference only and are not considered to be part of this agreement.

30. Governing Law.

This Agreement will be governed by, construed and interpreted in accordance with the internal laws of the State of Florida, excluding that body of law applicable to conflict of laws.

31. Joint and Several Liability

In the event that Customer is composed of more than one legal entity, then in that event, such legal entities shall be jointly and severally liable to Maxcess for any and all obligations of the Customer under this Agreement whatsoever, the nature of such obligations to include, by example only and without limitation: payments, confidentiality, restrictive use, restrictive access, operation and maintenance of the system provided by Maxcess.

32. Right to Cancel

Customer shall have the right to cancel this agreement for whatever reason upon 60 days prior written notification to Maxcess, whereupon the parties shall be relieved of all further obligations hereunder. Termination shall occur in accordance with the provisions of Paragraph 22 herein.

33. Entire Agreement

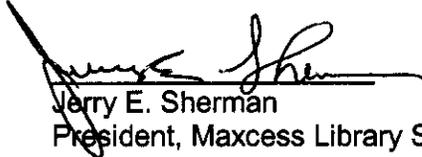
This Agreement constitutes the entire understanding and Agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior Agreements or understandings, written or oral, between the parties with respect to the subject matter *within*.

IN WITNESS WHERE OF, the undersigned parties have executed this Agreement, in duplicate copies, each of which shall constitute an original, as of the day and year first above written.

APPROVED:



Michael D. Brown
Mayor, Riviera Beach, FL

 9/10/2001

Jerry E. Sherman
President, Maxcess Library Systems, Inc.

Attest:


Carrie E. Ward, CMC/AAE
City Clerk, Riviera Beach, FL

Approved as to terms and conditions:

Department Director

Reviewed as to Legal Sufficiency:



Pamela H. Payne
City Attorney, Riviera Beach, FL

Appendix A

Schedule 1

Products and Services Agreed To Purchase

	Purchase	Maintenance
Verso Application Software License	\$36,144.03	\$5,421.61
Documentation	\$ 0.00	\$ 0.00
Implementation and Training	\$ 6,265.00	\$ 0.00
Miscellaneous / Travel	Reimbursement of all related expenses.	

Appendix D

Preliminary Implementation Schedule For Riviera Beach Public Library

<u>Task</u>	<u>Who</u>	<u>When</u>
Purchase Agreement Signed	Maxcess + Library	
25% Down Payment Due	Library	Upon contact signing
Determine Library Contact Person	Library	Contract + 1 Day
Determine Library Systems Contact Person	Library	Contract + 1 Day
Maxcess Assign Project Manager	Maxcess	Contract + 1 Day
Ship Documentation to Library	Maxcess	Contract + 5 Days
Installation of Maxcess Software	Maxcess	Contract + 10 Days
Functional Test of Maxcess Software	Library	Contract + 15 Days
50% Down Payment Due	Library	Contract + 20 Days
Staff Training	Maxcess	Contract + 30 Days
System 'Live'	Library	Contract + 45 Days
25% Contract Payment Due	Library	Contract + 45 Days
90 Day Warranty Begins	Library	Contract + 45 Days
Site Transfers to Maxcess Customer Support	Library + Maxcess	Contract + 45 Days

Appendix E

Documentation Deliverables

Documentation	Quantity
Verso User's Guide	2
Verso System Administration Guide	2

Appendix F

Training Deliverables

<u>Training Module</u>	<u>Number of Days</u>	<u>Number of Trainees</u>
Cataloging Module	½ Day	6
Circulation Module	½ Day	6
Serials Module	½ Day	6
Acquisitions Module	½ Day	6
OPAC Module	½ Day	6
System Administration	½ Day	6

Appendix G

Conversion Deliverables

N/A

Appendix H

Network Services Deliverables

N/A

Appendix J

Warranties

Maxcess Application Software Warranty

Maxcess hereby warrants that the Applications Software furnished to Customer hereunder shall perform in accordance with the current User's Manual for a period of one year from the date of Applications Software installation. If Maxcess is to install any Products but is prevented from doing so by causes beyond its control, within thirty (30) days from the date of delivery, the Warranty period with commence on the thirtieth (30th) day after delivery. Maxcess' sole obligation under this warranty shall be to remedy, at no charge to the Customer, any nonconformance to such specifications as soon as it is reasonably possible after receipt by Maxcess of notice of such nonconformance for Customer. Maxcess further agrees to install in a timely manner all corrections to the Applications Software which are required as a result of non conformance found by other users of the Applications software during the one (1) year warranty period. Customer shall reimburse Maxcess on a time-and-materials basis for any warranty claim which, upon investigation, Maxcess determines is not due to nonconformance of the Applications Software to such specification.

The above warranty is contingent upon the proper use of the Application Software and shall not apply if:

- a) Customer modifies the Applications Software
- b) Customer deviates from the Software operating procedures established
- c) by Maxcess in the Documentation described in Appendix F or otherwise
- d) provided by Maxcess.
- e) The Applications Software is operating contrary to the license provisions herein;
- f) The performance of the Applications Software had been adversely affected by the connection of non-Maxcess supported equipment
- g) Customer fails to maintain the proper environmental conditions for the computer Products on which the Applications Software is operating, as illustrated in the manufacturers specifications supplied hereunder;



Appendix J

Schedule 2

Hardware Warranties

N/A

RESOLUTION NO. 173-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND-FUND BALANCE IN THE AMOUNT OF \$25,000 FOR THE FINANCE DEPARTMENT.

WHEREAS, the Finance Department is severely understaffed, resulting in delays in completion of many critical financial functions; and

WHEREAS, at the September 5, 2001, City Council meeting, the City's auditors suggested that the City hire additional professional accounting and financial personnel.

WHEREAS, the Finance Department would like to hire additional personnel in order to catch up the backlog and prepare for the 2000-01 audit.

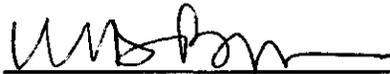
WHEREAS, additional funds must be allocated for hiring of accounting professionals.

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

SECTION 1. That additional funds be appropriated from General Fund – Fund Balance to the Finance Department Contract Services account in the amount of \$25,000 for hiring additional staff.

PASSED AND APPROVED this 19th day of September, 2001.

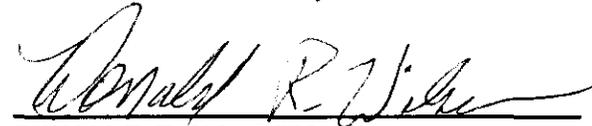
APPROVED:


MICHAEL D. BROWN, MAYOR

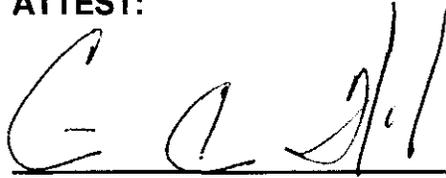

EDWARD RODGERS, CHAIRMAN

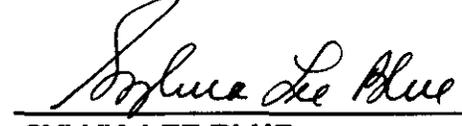

DAVID G. SCHNYER, CHAIR PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

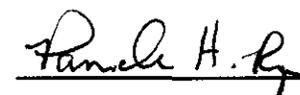

ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: E. Wade

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: D. Schnyer

E. RODGERS aye


CITY ATTORNEY
CITY OF RIVIERA BEACH

D. SCHNYER aye

D. WILSON aye

DATE: 9/10/01

S. BLUE aye

E. WADE aye

RESOLUTION NO. 174-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR RECONSTRUCTION OF AVENUE U FROM DR. MARTIN LUTHER KING, JR. BOULEVARD TO WEST 15TH STREET TO SELECT CONTRACTING, INC. IN THE AMOUNT OF \$620,114.52 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH SELECT CONTRACTING, INC., AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the bids were opened on August 17, 2001; and

WHEREAS, Select Contracting, Inc. is the lowest bidder and meets the minimum qualifications.

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

SECTION 1. The bid submitted by Select Contracting, Inc. for reconstruction of Avenue U for \$620,114.52 is accepted.

SECTION 2. The Mayor and City Clerk are authorized to execute the agreement with Select Contracting, Inc.

SECTION 3. The City Manger is authorized to approve change orders in the amount not to exceed 10% of the awarded bid.

SECTION 4. The Finance Director is authorized to make payment from account number 307-0716-5410-5302.

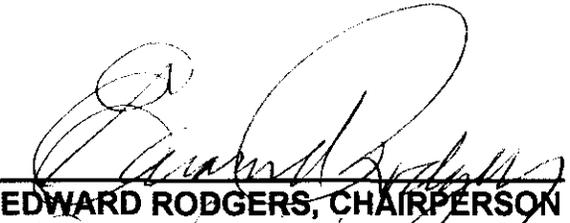
SECTION 5. That this resolution shall take effect upon its passage.

PASSED AND APPROVED this 19th day of September, 2001

APPROVED:



MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON

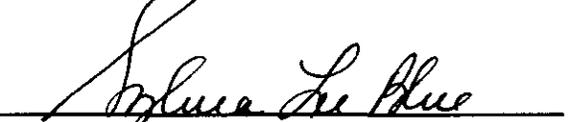


DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}



DONALD R. WILSON



SYLVIA LEE BLUE

ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK

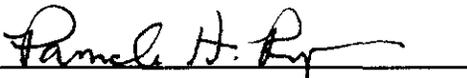


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By S. Blue
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: 9/10/01

RESOLUTION NO. 175-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND SUBMIT A MATCHING GRANT APPLICATION TO KEEP PALM BEACH COUNTY BEAUTIFUL, INC., BY REQUESTING FUNDING IN THE AMOUNT OF \$75,000 FROM THE PALM BEACH COUNTY THOROUGHFARE BEAUTIFICATION GRANT PROGRAM TO INSTALL LANDSCAPING ON BLUE HERON BOULEVARD FROM AVENUE S TO OLD DIXIE HIGHWAY; AND AUTHORIZING THE FINANCE DIRECTOR TO SET A BUDGET IN THE AMOUNT OF \$250,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Keep Palm Beach County Beautiful, Inc. administers matching grants for thoroughfare landscape beautification projects on or contiguous to designated state and county thoroughfares in Palm Beach County; and

WHEREAS, Blue Heron Boulevard from Avenue S to Old Dixie Highway is a state road needing beautification; and

WHEREAS, the City is desirous to beautify this thoroughfare and has allocated \$150,000 for same; and

WHEREAS, the City estimates the total cost for the design and construction of a beautification project on Blue Heron Boulevard from Avenue S to Old Dixie Highway to be approximately \$250,000; and

WHEREAS, Keep Palm Beach County Beautiful, Inc. will provide \$75,000 match for this project; and

WHEREAS, the Port of Palm Beach is expected to contribute \$25,000 toward this project.

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

SECTION 1. The Mayor and City Clerk are authorized to sign a matching grant application to Keep Palm Beach County beautiful, Inc. for Palm Beach County Thoroughfare Beautification Grant program.

SECTION 2. Once the application is approved, the Finance Director is authorized to set a budget in the amount of \$250,000 for this project as follows:

Revenue:

City match	\$150,000
KPBCB	75,000
Port of Palm Beach	<u>25,000</u>
	\$250,000

Expenditures:

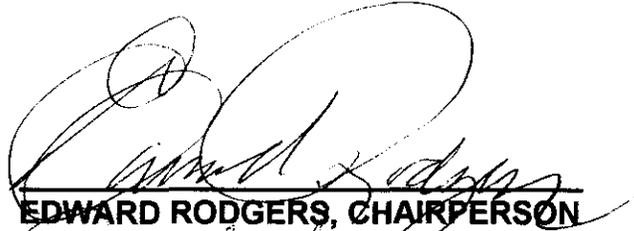
Construction and Professional Service, Other	\$250,000
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SECTION 3. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 19th day of September, 2001

APPROVED:

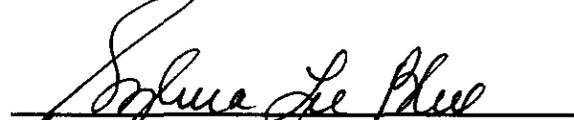

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON


DAVID SCHNYER, CHAIR PRO-TEM

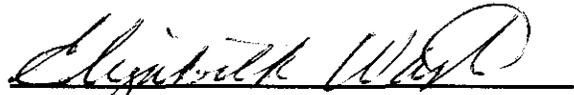
{MUNICIPAL SEAL}


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By E. Wade

Seconded By D. Schnyer

- 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: _____

RESOLUTION NO. 176-01

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 PROVIDE CONSTRUCTION ADMINISTRATION AND FIELD INSPECTIONS FOR RECONSTRUCTION OF AVENUE U PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the reconstruction of Avenue U from Dr. Martin Luther King, Jr. Boulevard to West 15th Street has been awarded to Select Contracting, Inc.;
and

WHEREAS, the City desires to inspect the construction work for reconstruction of Avenue U project to ensure compliance with the approved plans and specifications.

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

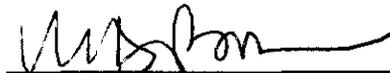
SECTION 1. The engineering firm of Shalloway, Foy, Rayman and Newell, Inc. is authorized to provide construction administration and field inspections for reconstruction of Avenue U project.

SECTION 2. The Finance Director is authorized to make payment from account number 307-0716-5410-5302 in the amount not to exceed \$59,073.

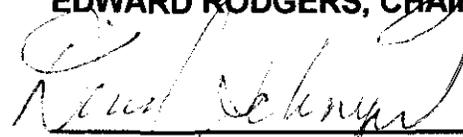
SECTION 3. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 19th day of September, 2001

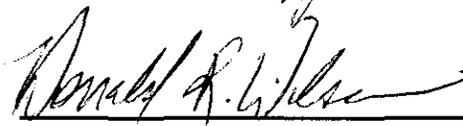
APPROVED:

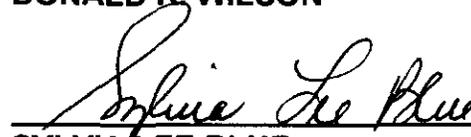

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON


DAVID SCHNYER, CHAIR PRO-TEM

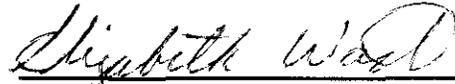
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DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK

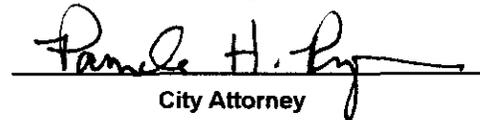

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By S. Blue

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: 9/12/01

RESOLUTION NO. 177-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT ENTERED INTO BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO EXTEND THE COMPLETION DATE FOR THE CONSTRUCTION OF THE NORTHWEST COMMUNITY CENTER FROM SEPTEMBER 30, 2001 TO SEPTEMBER 30, 2002 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into an agreement with the City of Riviera Beach for the development of a Community Center between 28th and 29th Street and Avenue R in November of 1997; and

WHEREAS, An amendment to the original agreement was executed September 30, 2000 establishing a completion date for the construction of the facility for September 30, 2001; and

WHEREAS, The current agreement between the City of Riviera Beach and Palm Beach County expires September 30, 2001; and

WHEREAS, In order to continue with the development of the Community Center beyond the expiration date, an amendment to the original agreement must be executed extending the completion date from September 30, 2001 to September 30, 2002.

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

Section 1. An amendment to the original agreement between the City of Riviera Beach and Palm Beach County be executed extending the completion date of the Community Center from September 30, 2001 to September 30, 2002.

Section 2. The Mayor and City Clerk are hereby authorized to execute the amendment to the original agreement.

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

PASSED AND APPROVED this 19th day of September, 2001

APPROVED:

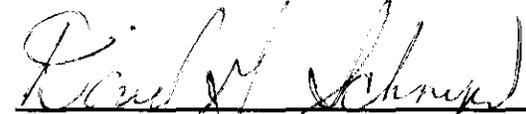


MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}



DAVID G. SCHNYER, CHAIR PRO-TEM

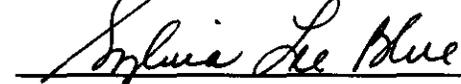
ATTEST:



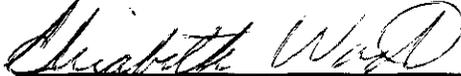
DONALD R. WILSON



CARRIE E. WARD, CMC/AE
CITY CLERK



SYLVIA L. BLUE

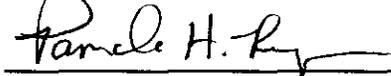


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By: D. Wilson
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: 9/12/01

RESOLUTION NO. 178-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$65,000 FOR TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to provide design services for a traffic signal on Military Trail at Leo Lane; and

WHEREAS, the City has incurred engineering expenses for review of the City's Flood Insurance Rate Maps as proposed by Federal Emergency Management Agency; and

WHEREAS, due to the shortfall, funds need to be appropriated from general fund-fund balance to cover the expenses associated with the design of a traffic signal, flood maps review and traffic calming services.

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

SECTION 1. The Finance Director is hereby authorized to appropriate \$65,000 of General Fund-Fund Balance and transfer to the Traffic and Transportation Account No. 307-0717-5190-3101.

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

PASSED AND APPROVED this 19th day of September, 2001

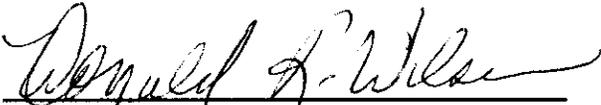
APPROVED:

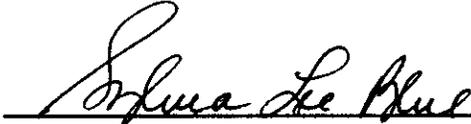

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON


DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:

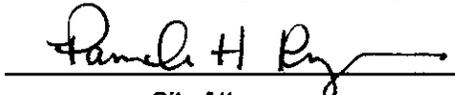

CARRIE E. WARD, CMC/AEE
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By D. Wilson
Seconded By D. Schnyer

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: 9/19/01

RESOLUTION NO. 179-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DEPARTMENT TO REDUCE THE ACCOUNTS RECEIVABLE BALANCE AND THE ALLOWANCE FOR BAD DEBTS BY THE AMOUNT OF \$54,721.16; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, there are certain water and sewer utility and trash accounts that are delinquent; and

WHEREAS, staff believes these water and sewer utility and trash collection accounts have a very low probability of collection; and

WHEREAS, adjustment to the accounting records is required by Generally Accepted Accounting Principles (GAAP); and

WHEREAS, collection efforts will continue unless the accounts have been legally discharged.

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

SECTION 1. The Finance Department is hereby authorized to adjust the Utilities' Accounts Receivable and Allowance For Bad Debts by \$54,721.16.

SECTION 2. This resolution shall take effect immediately upon passage by City Council.

PASSED AND APPROVED this 19th day of September, 2001.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRMAN


DAVID G. SCHNYER, CHAIR PRO-TEM

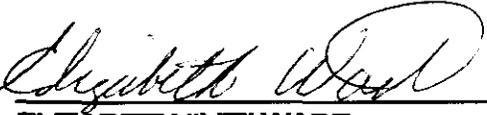
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

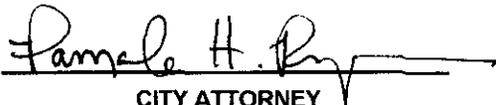

ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: D. Schnyer

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. Blue

E. RODGERS aye


CITY ATTORNEY
CITY OF RIVIERA BEACH

D. SCHNYER aye

D. WILSON aye

DATE: 9/11/01

S. BLUE aye

E. WADE aye

RESOLUTION NO. 180-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN TREASURY SERVICES AGREEMENTS-AUTOMATED CLEARING HOUSE SERVICE ADDENDUM AND GENERAL PROVISIONS WITH BANK OF AMERICA FOR DIRECT DEPOSIT AND THE ESTABLISHMENT OF THE CASHPAY ACCOUNT FOR EMPLOYEES PAY COMMENCING OCTOBER 1, 2001.

WHEREAS, all union contracts have been ratified and included therein is a conversion from weekly pay to bi-weekly pay and direct deposit effective October 1, 2001; and

WHEREAS, Direct Deposit provides a fast and reliable way of having the employees paycheck automatically deposited.

WHEREAS, the City must execute the Automated Clearing House Service Addendum and General Provision Treasury Services Agreements and establish the Cashpay account.

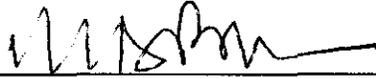
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS follows:

SECTION 1. That the City Council authorizes the Mayor and City Clerk to sign the Automated Clearing House Service Addendum and General Provisions Service Agreements and CashPay with Bank of America to provide for direct deposit on a continuous basis or until a successor has been named.

PASSED AND APPROVED this 19th day of September, 2001.

RESOLUTION NO. 180-01
PAGE 2

APPROVED:

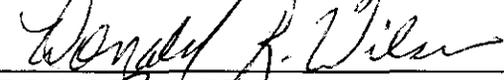

MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)


CARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS, CHAIRPERSON

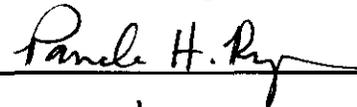

DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Approved as to legal sufficiency:

By: 

Date: 9/12/01

Motioned by: D. Wilson

Seconded by: D. Schnyer

Approved as to terms
And conditions:

Date: _____

E. Rodgers aye

D. Schnyer aye

D. Wilson aye

S. Blue aye

E. Wade aye