

RESOLUTION NO. 181-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF MEDICAL COVERAGE WITH HUMANA MEDICAL PLAN, 3400 LAKESIDE DRIVE, MIRAMAR, TO PROVIDE MEDICAL INSURANCE FOR CITY EMPLOYEES FOR THE POLICY YEAR 2001-2002 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT NUMBER 001-00-218-214 IN THE ESTIMATED AMOUNT OF \$2,443,947.84 FOR HEALTH INSURANCE.

WHEREAS, the City of Riviera Beach is in need of renewing its medical insurance, and

WHEREAS, staff recommends renewing its medical insurance with Humana Medical Plan,

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 is hereby authorized to bind coverage for the City of Riviera Beach for medical insurance.

**SECTION 2.** That the Finance Director is authorized to make payment for the medical insurance from account #001-00-218-214.

**SECTION 3.** This Resolution shall take effect immediately 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*  
EDWARD RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)

*David G. Schnyer*  
DAVID G. SCHNYER  
CHAIRPERSON PRO TEM

ATTEST

*Donald R. Wilson*  
DONALD R. WILSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

*IE E. Ward*  
IE E. WARD, CMC/AAE  
CITY CLERK

*Elizabeth Wade*  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

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

REVIEWED AS TO LEGAL SUFFICIENCY

*Paul H. Ryan*  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

RESOLUTION NO. 182-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT NO. 6 IN THE AMOUNT OF \$2,149.68 TO E. C. DRIVER & ASSOCIATES, INC. FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE CITY'S SHARE TO RELOCATE THE SANITARY GRAVITY SEWER AND WATER MAINS FOR THE NORTHLAKE RELIEVER IN CONJUNCTION WITH PALM BEACH COUNTY PROJECT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1437-5330-3103.

**WHEREAS**, Via Resolution No. 76-99, the consulting engineering firm of E. C. Driver & Associates, Inc. was authorized to prepare plans and specification for the City's share to relocate the sanitary gravity sewer and water mains for the Northlake Reliever Project. The design project has reached its final phase; and

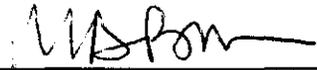
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

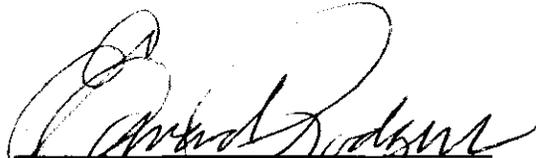
**Section 1:** That the City Council hereby authorizes final payment to E. C. Driver & Associates, Inc. for engineering design services rendered in the amount of \$2,149.68.

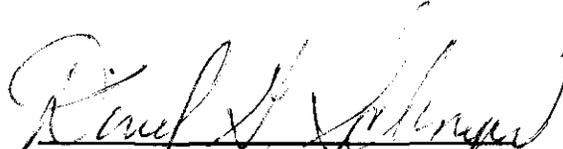
**Section 2:** That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 401-1437-5330-3103.

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

APPROVED:

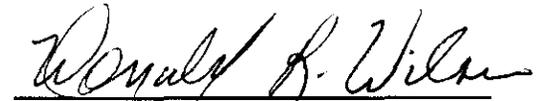
  
MICHAEL D. BROWN,  
MAYOR

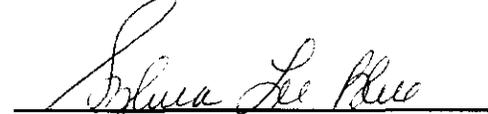
  
EDWARD RODGERS,  
CHAIRPERSON

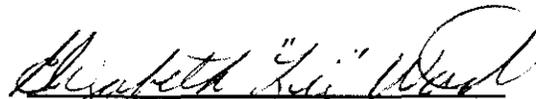
  
DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

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

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

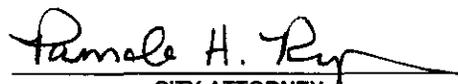
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RYAN  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 9/26/01

RESOLUTION NO. 183-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH, FLORIDA IN THE AMOUNT OF \$210,582.00 TO RELOCATE SANITARY GRAVITY SEWER AND WATER MAINS ON THE EAST SIDE OF I-95 ALONG MONETARY LANE; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606.

**WHEREAS**, the County is constructing a new roadway, known as the Northlake End Reliever, which is approximately one mile North of Blue Heron Boulevard on Military Trail; and

**WHEREAS**, the City's sanitary gravity sewer and water mains extend into the County's right-of-way; and

**WHEREAS**, the City is responsible for relocating its gravity sewer and water mains, per Section 23-39 of the County's Code of Ordinances; and

**WHEREAS**, the City and the County desire to jointly participate in the reconstruction of the gravity sewer and water mains by entering into this Agreement; and

**WHEREAS**, the City has already hired E. C. Driver & Associates, Inc. via resolution #76-99, to design the new improvements

**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 North End Reliever Agreement between Palm Beach County and the City of Riviera Beach is approved.

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

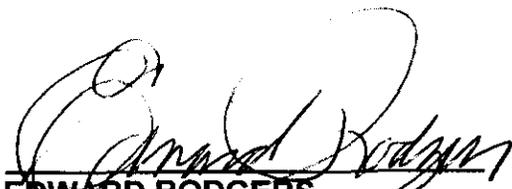
**Section 3:** That the Mayor and Finance Director are authorized to pay the amount of \$210,582.00 from Account Number 402-1437-5330-4606.

**Section 4:** That the City Manager is authorized to approve change orders in an amount not to exceed 10%.

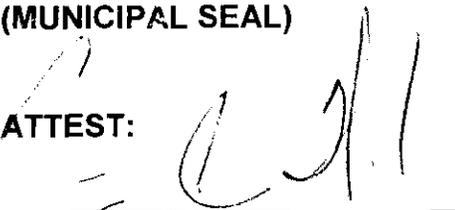
**Section 5:** This Resolution shall take effect upon its passage and approval by the City Council.

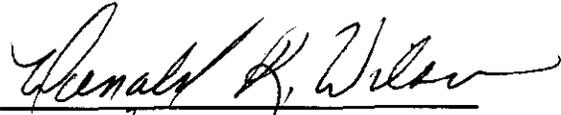
APPROVED:

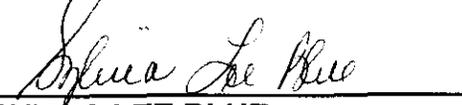
  
MICHAEL D. BROWN,  
MAYOR

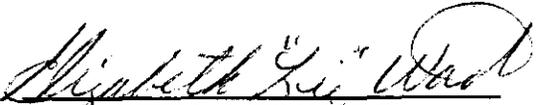
  
EDWARD RODGERS,  
CHAIRPERSON

  
DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)  
  
ATTEST:  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

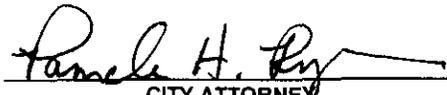
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 9/25/01

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA  
AND  
THE CITY OF RIVIERA BEACH  
FOR JOINT PARTICIPATION AND PROJECT FUNDING IN  
CONSTRUCTION  
OF  
NORTHLAKE (RELIEVER) FROM  
MILITARY TRAIL TO GARDEN ROAD  
PALM BEACH COUNTY, FLORIDA  
PROJECT NO. 91507A**

**R2001-1996**

NOV 20 2001

THIS AGREEMENT, made and entered into this 03 day of October 2001, by and between PALM BEACH COUNTY, a political subdivision in the State of Florida, herein referred to as "COUNTY" and the "CITY OF RIVIERA BEACH", a municipality in the State of Florida, herein referred to as the "CITY",

**WITNESSETH:**

**WHEREAS**, COUNTY and CITY desire to jointly participate in the construction of water distribution and/or sewage transmission systems, utility adjustments and other improvements, hereinafter referred to as the "Work" along the right-of-way of the Northlake (Reliever) from Military Trail to Garden Road, hereinafter referred to as the "Project"; and

**WHEREAS**, Florida Statutes, Section 163.01, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, both COUNTY and CITY declare that it is in the public interest that the "Work" be constructed with the aforementioned PROJECT; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties to this Agreement agree as follows:

1. The COUNTY agrees to construction of the "Work" along the right-of-way of the "Project" as outlined and shown in the Bid Documents for Palm Beach County Project No. 91507A.

2. The CITY agrees to pay directly to the COUNTY costs attributable to the construction of the "Work" along the right-of-way of the "Project" as outlined and shown in the Bid Documents for Palm Beach County Project No. 91507A.

## AGREEMENT WITH THE CITY OF RIVIERA BEACH

3. Said summation of costs is stated in the amount of \$210,582.00 in accordance with the attached bid tabulation (Attachment "A") and as outlined in the summary (Attachment "B") for the specified work. However, costs shall be adjusted upon actual contract costs and completion of the, project using contract unit prices and actual constructed quantities, said quantities being measured by the Palm Beach County Engineering and Public Works Department.

4. The CITY agrees to fund those contributions set forth in Paragraphs 1 through 3 above within thirty (30) days of receiving written notice from the COUNTY that funding is required.

5. The COUNTY is to be responsible for administering the funds in accordance with this Agreement.

6. The CITY is to be responsible for, and agrees to provide or cause to be performed all inspection services during construction of the "Work" and final certification for the aforementioned "Work" as it relates to the CITY's "Work"

7. The COUNTY shall obtain CITY approval for any change orders which increase the cost attributable to the construction of water distribution, sewage collection and transmission systems to an amount greater than the contract amount as stated in Paragraph 2 of this agreement. The CITY shall be responsible for any cost caused by the CITY's delays including but not limited to change orders attributable to the roadway improvements as it relates to the CITY's "Work".

8. In the event that additional work and funding is required, the additional cost attributable to said construction of the "Work" as outlined in the specifications for this project is the responsibility of the CITY. In the event of an under run attributable to said construction of the "Work", as outlined in the specification, the CITY will be credited the excess amount.

9. The CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of CITY's negligence in connection with this Agreement to the extent permitted by law.

## AGREEMENT WITH THE CITY OF RIVIERA BEACH

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY's negligent acts or omissions.

10. The COUNTY shall indemnify, defend, and hold harmless the CITY against any actions, claims, or damages arising out of COUNTY's negligence in connection with this Interlocal Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the CITY for the CITY's negligent acts or omissions.

11. All provisions of this Agreement calling for the expenditure of ad valorem tax money by either COUNTY or CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.

12. Any and all notices required or permitted to be given hereunder shall be deemed received three (3) days after same are deposited in U.S. Mail sent via certified mail, return receipt requested.

All notice to the CITY shall be sent to:

City of Riviera Beach  
Post Office Box 9757  
Riviera Beach, FL 33419

ATTN: Mr. Albert Valdivia  
Assistant Director of Utilities

All notice to the COUNTY shall be sent to:

George T. Webb, P.E., County Engineer  
Engineering and Public Works Department  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
ATTN: ROADWAY PRODUCTION

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

R2001-1996 NOV 20 2001

CITY OF RIVIERA BEACH

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

BY: Michael D. Brown  
Michael D. Brown, Mayor

BY: Warren H. Newell  
Warren H. Newell, Chairman

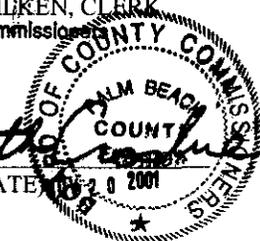
ATTEST:

CARRIE E. WARD, CITY CLERK

By: Carrie E. Ward  
10/23/01  
(DATE)

ATTEST:

DOROTHY H. WILKIN, CLERK  
Board of County Commissioners

By: Dorothy H. Wilkin  
Deputy Clerk (DATE) 10/23/01  


By: \_\_\_\_\_  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Ray T. Wald  
APPROVED AS TO TERMS  
AND CONDITIONS

By: Pamela H. Ryan  
CITY ATTORNEY

By: Mark A. [Signature]  
COUNTY ATTORNEY

**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT  
ROADWAY PRODUCTION DIVISION - BID TABULATION**

PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO GARDEN ROAD  
PROJECT NUMBER: 91507A

ITEM	UNITS	QTY	HUBBARD CONSTRUCTION CO.		COMMUNITY ASPHALT CORP.		AVERAGE UNIT PRICE	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
<b>REGULAR ROADWAY PAY ITEMS</b>								
1	MOBILIZATION	1.0	LS	\$500,000.00	\$500,000.00	\$700,000.00	\$700,000.00	\$600,000.00
2	MAINTENANCE OF TRAFFIC ( INCLUDES PEDESTRIAN M.O.T. )	1.0	LS	\$45,000.00	\$45,000.00	\$160,000.00	\$160,000.00	\$102,500.00
3	RECORD DRAWINGS ( SEE SP'S )	1.0	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,250.00
4	NPDES COMPLIANCE (SEE SPECIAL PROVISIONS)	1.0	LS	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,500.00
5	FLOATING TURBIDITY BARRIER	60.0	M1	\$50.00	\$3,000.00	\$40.00	\$2,400.00	\$45.00
6	CLEARING AND GRUBBING	1.0	LS	\$775,000.00	\$775,000.00	\$290,000.00	\$290,000.00	\$532,500.00
7	REGULAR EXCAVATION	5981.0	M3	\$6.00	\$35,886.00	\$6.00	\$35,886.00	\$6.00
8	EMBANKMENT ( COMPACTED IN PLACE )	18035.0	M3	\$10.00	\$180,350.00	\$17.40	\$313,809.00	\$13.70
9	TYPE C STABILIZATION ( FBV 75 )	20843.0	M2	\$3.00	\$62,529.00	\$2.50	\$52,107.50	\$2.75
10	BASEROCK ( 150mm )	608.0	M2	\$18.00	\$6,080.00	\$25.00	\$15,200.00	\$17.50
11	BASEROCK ( 200mm ) ( 2 - 100mm LIFTS )	18616.0	M2	\$8.00	\$148,928.00	\$10.50	\$195,468.00	\$9.25
12	TYPE S ASPHALTIC CONCRETE	0.4	MT	\$500.00	\$200.00	\$150.00	\$60.00	\$325.00
13	TYPE S-III ASPHALT CONCRETE ( 25mm )	15461.0	M2	\$3.00	\$46,383.00	\$3.00	\$46,383.00	\$3.00
14	TYPE S-1 ASPHALTIC CONCRETE ( 30mm )	8923.0	M2	\$4.00	\$35,692.00	\$3.80	\$33,907.40	\$3.90
15	TYPE S-1 ASPHALTIC CONCRETE ( 40mm )	15461.0	M2	\$4.00	\$61,844.00	\$4.00	\$61,844.00	\$4.00
16	TYPE S-1 ASPHALTIC CONCRETE ( 70mm )	3154.0	M2	\$8.00	\$25,232.00	\$10.00	\$31,540.00	\$9.00
17	MILL EXISTING ASPHALT PAVEMENT	8923.0	M2	\$2.00	\$17,846.00	\$1.70	\$15,169.10	\$1.85
18	CONCRETE APPROACH SLAB ( INCL. BRDG. APP. EXP JOINTS )	2.0	EA	\$5,000.00	\$10,000.00	\$18,000.00	\$36,000.00	\$11,500.00
19	CLASS I CONCRETE ( ENDWALL )	8.3	M3	\$700.00	\$5,810.00	\$700.00	\$5,810.00	\$700.00
20	CLASS I CONCRETE ( GRAVITY WALL )	126.0	M3	\$600.00	\$75,600.00	\$550.00	\$69,300.00	\$575.00
21	CONTROL STRUCTURES	1.0	EA	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
22	PREMIUM FOR CONFLICT CONDITION	4.0	EA	\$2,600.00	\$10,400.00	\$2,600.00	\$10,400.00	\$2,600.00
23	INLETS ( CURB ) ( TYPE P-2 )	1.0	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
24	INLETS ( CURB ) ( TYPE P-4 )	1.0	EA	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00
25	INLETS ( CURB ) ( TYPE P-5 )	15.0	EA	\$2,200.00	\$33,000.00	\$2,200.00	\$33,000.00	\$2,200.00
26	INLETS ( CURB ) ( TYPE P-6 )	6.0	EA	\$2,500.00	\$15,000.00	\$2,500.00	\$15,000.00	\$2,500.00
27	INLETS, DITCH BOT. ( TYPE C )	2.0	EA	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$800.00
28	INLETS, DITCH BOT. ( TYPE C MODIFIED )	5.0	EA	\$900.00	\$4,500.00	\$900.00	\$4,500.00	\$900.00
29	INLETS ( GUTTER ) ( TYPE V )	1.0	EA	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
30	INLETS ( BARRIER WALL, RIGID, C&G )	6.0	EA	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$2,000.00
31	MANHOLE ( TYPE P-7 )	13.0	EA	\$1,700.00	\$22,100.00	\$1,700.00	\$22,100.00	\$1,700.00
32	MANHOLE ( TYPE J-7 ) ( PARTIAL )	3.0	EA	\$1,400.00	\$4,200.00	\$1,400.00	\$4,200.00	\$1,400.00
33	MANHOLE ( TYPE J-7 )	8.0	EA	\$3,200.00	\$25,600.00	\$3,200.00	\$25,600.00	\$3,200.00
34	MANHOLE ( TYPE J-7 ) (>3M)	3.0	EA	\$6,500.00	\$19,500.00	\$6,500.00	\$19,500.00	\$6,500.00
35	JUNCTION BOX ( TYPE P-7 ) ( PARTIAL )	1.0	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
36	CONCRETE PIPE CULVERT ( 450mm ) ( 18" )	784.8	M1	\$90.00	\$70,632.00	\$85.00	\$66,708.00	\$87.50

**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT  
ROADWAY PRODUCTION DIVISION - BID TABULATION**

PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO GARDEN ROAD  
PROJECT NUMBER: 91507A

ITEM	UNITS	QTY	HUBBARD CONSTRUCTION CO.		COMMUNITY ASPHALT CORP.		AVERAGE UNIT PRICE
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
37 CONCRETE PIPE CULVERT ( 600mm ) (24")	3.2	M1	\$110.00	\$352.00	\$100.00	\$320.00	\$105.00
38 CONCRETE PIPE CULVERT ( 750mm ) (30")	96.3	M1	\$160.00	\$15,408.00	\$145.00	\$13,963.50	\$152.50
39 CONCRETE PIPE CULVERT ( 900mm ) (36")	120.2	M1	\$220.00	\$26,444.00	\$210.00	\$25,242.00	\$215.00
40 CONCRETE PIPE CULVERT ( 1050mm ) (42")	311.2	M1	\$310.00	\$96,472.00	\$290.00	\$90,248.00	\$300.00
41 TRENCH SAFETY COMPLIANCE ( 30" OR LESS )	884.3	M1	\$7.00	\$6,190.10	\$7.00	\$6,190.10	\$7.00
42 TRENCH SAFETY COMPLIANCE ( > 30" )	431.4	M1	\$8.00	\$3,451.20	\$8.00	\$3,451.20	\$8.00
43 MITERED END SECTION ( SIDE DRAIN ) ( 900mm )	1.0	EA	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
44 GRAVEL AND STONE (WHITE WATER WASHED STONE)	35.2	M3	\$50.00	\$1,760.00	\$50.00	\$1,760.00	\$50.00
45 PIPE HANDRAIL ( ALUMINUM )	320.3	M1	\$60.00	\$19,218.00	\$62.00	\$19,858.60	\$61.00
46 CONCRETE CURB ( TYPE D )	31.4	M1	\$33.00	\$1,036.20	\$55.00	\$1,727.00	\$44.00
47 CONCRETE CURB & GUTTER ( TYPE RA )	56.5	M1	\$33.00	\$1,864.50	\$55.00	\$3,107.50	\$44.00
48 CONCRETE CURB & GUTTER ( TYPE F )	2938.2	M1	\$22.00	\$64,640.40	\$27.00	\$79,331.40	\$24.50
49 TRAFFIC SEPARATOR CONC ( TYPE IV ) ( 2.6M WIDE )	175.6	M1	\$82.00	\$14,399.20	\$85.00	\$14,926.00	\$83.50
50 CONCRETE BARRIER WALL	320.0	M1	\$100.00	\$32,000.00	\$230.00	\$73,600.00	\$165.00
51 CONC SIDEWALK ( 100mm THICK )	2454.0	M2	\$19.00	\$46,626.00	\$20.00	\$49,080.00	\$19.50
52 CONC SIDEWALK ( 150mm THICK ) (DRIVEWAYS)	478.0	M2	\$28.00	\$13,384.00	\$28.00	\$13,384.00	\$28.00
53 ENGRAVING OF CURB FACE (SEE SP's)	4.0	EA	\$150.00	\$600.00	\$200.00	\$800.00	\$175.00
54 FENCE TYPE B ( 1.8M HIGH ) (W/TOP RAIL)	358.1	M1	\$35.00	\$12,533.50	\$37.00	\$13,249.70	\$36.00
55 FENCE TYPE B ( 1.5M HIGH ) (W/TOP RAIL)	583.0	M1	\$32.00	\$18,656.00	\$33.00	\$19,239.00	\$32.50
56 PULL POST ASSEMBLY (TYPE B FENCE) (1.8M)	2.0	EA	\$100.00	\$200.00	\$100.00	\$200.00	\$100.00
57 END POST ASSEMBLY (TYPE B FENCE) (1.8M)	6.0	EA	\$100.00	\$600.00	\$100.00	\$600.00	\$100.00
58 SODDING	8190.0	M2	\$1.50	\$12,285.00	\$3.00	\$24,570.00	\$2.25
59 IMPACT ATTENUATOR, VEHICULAR (QUADGUARD)	1.0	EA	\$20,000.00	\$20,000.00	\$29,000.00	\$29,000.00	\$24,500.00
60 STORM SEWER PUMPING (EXISTING) (24" OR LESS ) (SEE SP's)	788.0	M1	\$7.00	\$5,516.00	\$15.00	\$11,820.00	\$11.00
61 STORM SEWER PUMPING (EXISTING) (> 24" TO 48") (SEE SP's)	527.7	M1	\$10.00	\$5,277.00	\$25.00	\$13,192.50	\$17.50
62 LANDSCAPE PRESERVATION AND MAINTENANCE (SEE SP's)	1.0	LS	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$57,500.00
63 TREE SPADE UNITS (T.S.U.) (SEE SP's)	150.0	EA	\$130.00	\$19,500.00	\$250.00	\$37,500.00	\$190.00
64 COLOR TREATED CONCRETE STAMPED	46.5	M2	\$54.00	\$2,511.00	\$70.00	\$3,255.00	\$62.00
65 RIP-RAP (SAND -CEMENT)	3.2	M3	\$700.00	\$2,240.00	\$700.00	\$2,240.00	\$700.00
66 IRRIGATION SLEEVES (4" ) (SCH. 80) (SEE SP's)	20.0	M1	\$40.00	\$800.00	\$33.00	\$660.00	\$36.50
67 GUARDRAIL (ROADWAY) INCLUDES SHOP BENT PANELS	903.0	M1	\$47.00	\$42,441.00	\$48.00	\$43,344.00	\$47.50
68 GUARDRAIL END ANCHORAGE ASSEMBLY ET-2000	2.0	EA	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$2,000.00
69 GUARDRAIL END ANCHORAGE ASSEMBLY (TYPE SRT-350)	2.0	EA	\$2,400.00	\$4,800.00	\$1,600.00	\$3,200.00	\$2,000.00
70 MISCELLANEOUS ASPHALT PAVEMENT	61.0	MT	\$100.00	\$6,100.00	\$150.00	\$9,150.00	\$125.00
71 DUCTILE IRON PIPE (24")	6.0	M1	\$300.00	\$1,800.00	\$600.00	\$3,600.00	\$450.00

TOTAL REGULAR ROADWAY PAY ITEMS

\$2,857,917.10 +

\$2,969,701.50

**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT  
ROADWAY PRODUCTION DIVISION - BID TABULATION**

PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO GARDEN ROAD  
PROJECT NUMBER: 91507A

ITEM	UNITS	QTY	HUBBARD CONSTRUCTION CO.		COMMUNITY ASPHALT CORP.		AVERAGE UNIT PRICE	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
<b>CONTINGENCY ITEMS</b>								
72	SLIDING FENCE GATE (CANTILEVER) (TYPE B)	4.0	EA	\$1,500.00	\$6,000.00	\$1,700.00	\$6,800.00	\$1,600.00
73	SEED & MULCH	1000.0	M2	\$5.00	\$5,000.00	\$2.00	\$2,000.00	\$3.50
74	CLASS I CONCRETE (MISCELLANEOUS)	5.0	M3	\$500.00	\$2,500.00	\$800.00	\$4,000.00	\$650.00
75	ABC-3 ASPHALTIC CONCRETE (2")	100.0	M2	\$13.00	\$1,300.00	\$30.00	\$3,000.00	\$21.50
76	PREMIUM TO UPGRADE FROM P BOX TO J BOX	1.0	EA	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,900.00
77	ADJUST MANHOLES	1.0	EA	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
78	ADJUST VALVE BOXES	1.0	EA	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
79	YARD DRAINS	3.0	EA	\$900.00	\$2,700.00	\$900.00	\$2,700.00	\$900.00
80	FENCE TYPE B (1.2M HIGH) (W/TOP RAIL)	420.0	M1	\$23.00	\$9,660.00	\$24.00	\$10,080.00	\$23.50
81	STORM SEWER CLEANING (EXISTING) ( 24" OR LESS ) (SEE SP's)	60.0	M1	\$20.00	\$1,200.00	\$30.00	\$1,800.00	\$25.00
82	STORM SEWER CLEANING (EXISTING) (> 24" TO 48") (SEE SP's)	1000.0	M1	\$25.00	\$25,000.00	\$30.00	\$30,000.00	\$27.50
83	STORM SEWER CLEANING (EXISTING) (>48") (SEE SP's)	1925.0	M1	\$45.00	\$86,625.00	\$30.00	\$57,750.00	\$37.50
84	FLOWABLE FILL	2.0	M3	\$400.00	\$800.00	\$600.00	\$1,200.00	\$500.00
85	FITTINGS, WATER (F&I) (DI) (ELBOWS) (22.5°)	0.04	MT	\$10,000.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00
86	FITTINGS, WATER (F&I) (DI) (ELBOWS) (45°)	0.2	MT	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
87	GUARDRAIL END ANCHORAGE ASSEMBLY, TYPE CRT	2.0	EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00
<b>TOTAL CONTINGENCY ITEMS</b>					<b>\$147,785.00</b>		<b>\$126,130.00</b>	
<b>BRIDGE ITEMS</b>								
88	1-95 MAINTENANCE OF TRAFFIC	1.0	LS	\$350,000.00	\$350,000.00	\$1,700,000.00	\$1,700,000.00	\$1,025,000.00
89	GUARDRAIL ( ROADWAY )(DOUBLE FACE W/ RUBRAIL) (1-95)	574.8	M1	\$80.00	\$45,984.00	\$82.00	\$47,133.60	\$81.00
90	GUARDRAIL W/ RUBRAIL ( INCLUDES SHOP BENT PANELS ) (1-95)	100.4	M1	\$55.00	\$5,522.00	\$56.00	\$5,622.40	\$55.50
91	CLASS II CONCRETE (SUPERSTRUCTURE)	412.8	M3	\$600.00	\$247,680.00	\$600.00	\$247,680.00	\$600.00
92	CLASS IV CONCRETE (SUBSTRUCTURE)	129.9	M3	\$1,000.00	\$129,900.00	\$700.00	\$90,930.00	\$850.00
93	CLASS IV CONCRETE (MASS) (SUBSTRUCTURE)	64.9	M3	\$600.00	\$38,940.00	\$650.00	\$42,185.00	\$625.00
94	BRIDGE FLOOR GROOVING	1418.0	M2	\$3.00	\$4,254.00	\$3.00	\$4,254.00	\$3.00
95	COMPOSITE NEOPRENE PADS	0.3	M3	\$20,000.00	\$6,000.00	\$28,000.00	\$8,400.00	\$24,000.00
96	TRAFFIC RAILING (F&I) (BARRIER)	239.8	M1	\$140.00	\$33,572.00	\$220.00	\$52,756.00	\$180.00
97	REINFORCING STEEL (SUPERSTRUCTURE)	38997.0	KG	\$1.00	\$38,997.00	\$1.15	\$44,846.55	\$1.08
98	REINFORCING STEEL (SUBSTRUCTURE)	19689.0	KG	\$1.00	\$19,689.00	\$1.15	\$22,642.35	\$1.08
99	PRESTRESSED BEAMS (TYPE VI)	806.0	M1	\$300.00	\$241,800.00	\$675.00	\$544,050.00	\$487.50
100	PILING FURNISHED (PRESTRESSED CONCRETE) (610MM)	620.0	M1	\$300.00	\$186,000.00	\$370.00	\$229,400.00	\$335.00

**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT  
ROADWAY PRODUCTION DIVISION - BID TABULATION**

PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO GARDEN ROAD  
PROJECT NUMBER: 91507A

ITEM	UNITS	QTY	HUBBARD CONSTRUCTION CO.		COMMUNITY ASPHALT CORP.		AVERAGE UNIT PRICE
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
101 PILING DRIVEN (PRESTRESSED CONCRETE) (610MM)	620.0	M1	\$1.00	\$620.00	\$1.00	\$620.00	\$1.00
102 PILE HOLES (PERFORMED)	38.0	EA	\$400.00	\$15,200.00	\$1,000.00	\$38,000.00	\$700.00
103 TEST LOAD (DYNAMIC)	4.0	EA	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00	\$1,000.00
104 TEST PILES FURNISHED (610MM)	100.2	M1	\$1,000.00	\$100,200.00	\$800.00	\$80,160.00	\$900.00
105 TEST PILES DRIVEN (610MM)	100.2	M1	\$1.00	\$100.20	\$1.00	\$100.20	\$1.00
106 ENCLOSURE FOR PEDESTRIAN OVERPASS	119.9	M1	\$140.00	\$16,786.00	\$170.00	\$20,383.00	\$155.00
107 RETAINING WALL SYSTEM (PERMANENT)	3828.0	M2	\$220.00	\$842,160.00	\$274.00	\$1,048,872.00	\$247.00
108 ANTI-GRAFFITI COATING	5081.7	M2	\$2.50	\$12,704.25	\$12.00	\$60,980.40	\$7.25
<b>TOTAL BRIDGE ITEMS</b>				<b>\$2,338,108.45</b>		<b>\$4,295,015.50</b>	
<b>CITY OF RIVIERA BEACH UTILITY ITEMS</b>							
109 WATER SERVICE (F&I)	4.0	EA	\$1,700.00	\$6,800.00	\$1,600.00	\$6,400.00	\$1,650.00
110 TAPPING ASSEMBLIES (F&I) (DIP)	2.0	EA	\$2,300.00	\$4,600.00	\$2,200.00	\$4,400.00	\$2,250.00
111 VALVE ASSEMBLIES (F&I) (CAST IRON) (GATE VALVE) (250 PSI)	7.0	EA	\$900.00	\$6,300.00	\$800.00	\$5,600.00	\$850.00
112 VALVE STRUCTURES (F&I) (CAST IRON) (AJR RELEASE VALVE)	4.0	EA	\$4,500.00	\$18,000.00	\$4,400.00	\$17,600.00	\$4,450.00
113 PIPE (DI/CI) (F&I) (PUSH-ON) (CEMENT LINED) (203MM)	415.0	M1	\$70.00	\$29,050.00	\$65.00	\$26,975.00	\$67.50
114 FITTINGS, WATER (F&I) (DI) (ELBOWS) (90°)	0.09	MT	\$7,500.00	\$675.00	\$7,400.00	\$666.00	\$7,450.00
115 FITTINGS, WATER (F&I) (DI) (TEE)	0.33	MT	\$7,500.00	\$2,475.00	\$7,400.00	\$2,442.00	\$7,450.00
116 FIRE HYDRANT (F&I) (TWO HOSES) (STANDARD) (152MM SHAFT)	4.0	EA	\$2,600.00	\$10,400.00	\$2,500.00	\$10,000.00	\$2,550.00
117 BACKFLOW PREVENTER W/FIRE LINE (152MM)	2.0	EA	\$3,600.00	\$7,200.00	\$3,500.00	\$7,000.00	\$3,550.00
118 BACKFLOW PREVENTER W/FIRE LINE (203MM)	2.0	EA	\$5,600.00	\$11,200.00	\$5,500.00	\$11,000.00	\$5,550.00
119 SERVICE CONNECTIONS	4.0	EA	\$1,300.00	\$5,200.00	\$1,200.00	\$4,800.00	\$1,250.00
120 FILLING & PLUGGING PIPE	8.5	M3	\$450.00	\$3,825.00	\$425.00	\$3,612.50	\$437.50
121 PIPE REMOVAL	13.9	M1	\$30.00	\$417.00	\$25.00	\$347.50	\$27.50
122 MANHOLE STRUCTURES (ADJUST)	1.0	EA	\$900.00	\$900.00	\$800.00	\$800.00	\$850.00
123 MANHOLE STRUCTURES (F&I) (STANDARD) (PRE-CAST)	5.0	EA	\$5,500.00	\$27,500.00	\$5,000.00	\$25,000.00	\$5,250.00
124 PIPE (DI/I) (F&I) (PUSH-ON) (102MM)	4.7	M1	\$600.00	\$2,820.00	\$500.00	\$2,350.00	\$550.00
125 PIPE (PVC) (F&I) (PUSH-ON) (203MM)	289.0	M1	\$200.00	\$57,800.00	\$175.00	\$50,575.00	\$187.50
126 FITTINGS, SEWER (F&I) (DI) (ELBOWS) (22.5°)	0.04	MT	\$33,000.00	\$1,320.00	\$30,000.00	\$1,200.00	\$31,500.00
<b>TOTAL UTILITY ITEMS</b>				<b>\$196,482.00</b>		<b>\$180,768.00</b>	
<b>TOTAL BID</b>				<b>\$5,540,292.55</b>		<b>\$7,571,615.00</b>	

**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT  
ROADWAY PRODUCTION DIVISION - BID TABULATION**

**PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO GARDEN ROAD  
PROJECT NUMBER: 91507A**

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

**Pay Item Footnotes:**

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

All drainage boxes are 3M (10 feet) or less in depth, unless otherwise noted.

Where required, the cost of breaking into an existing structure, shall be included in the price of the item being connected.

Item #2 (MOT)- Excludes I-95 MOT and includes all items necessary for Military Trail and the Reliever MOT which are not included under separate items for payment. Also included is the cost for Pedestrian MOT in accordance with GP-18 of this specification.

Item #36 thru #40 (Pipe Culvert) - Pumping down and Cleaning the new system is incidental to the cost of these items. (See SP's)

Item #44 (Gravel & Stone) - Includes weed barrier.

Item #48 (Concrete Curb & Gutter) - Includes Drop Curb

Item #67 (Guardrail) - Includes 580 meters of "Rubrail" pipe railing.

Item #70 (Ductile Iron Pipe) - Includes Concrete Collars

Item #81 thru #83 (Storm Sewer Cleaning - Exist.) - Shall be at the direction of the Engineer, pending the results of the Storm Pumping.

Item #88 (I-95 MOT) - Plan items are for reference only, the bid for this item shall include all items necessary to complete this work in accordance with FDOT permits, criteria and related policy. The cost for all the necessary related items shall be incidental to the pay item " I-95 MOT".

Item #91 (Class II Concrete) - Includes Pay Item for Class 5 applied finish coating.

"+" Denotes corrected number.

Working days to complete Four Hundred Eighty ( 480 ) calendar days.

Bids as read at opening July 10, 2001

All bids subject to Office of S/M/WBE Compliance and Board Approval.

Prepared by : R. A. Clements

Checked by: J. M. Totino

**ATTACHMENT "B"**

**PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO GARDEN ROAD**

**PROJECT NUMBER: 91507A**

**HUBBARD CONSTRUCTION CO.**

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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**REGULAR ROADWAY PAY ITEMS**

22	PREMIUM FOR CONFLICT CONDITION	1.0 EA	\$ 2,600.00	\$ 2,600.00
34	MANHOLE ( TYPE J-7 ) (>3M) [ S-212 ]	1.0 EA	\$ 6,500.00	\$ 6,500.00

**REGULAR ROADWAY PAY ITEMS SUBTOTAL \$ 9,100.00**

**CONTINGENCY ITEMS**

76	PREMIUM TO UPGRADE FROM P BOX TO J BOX [ S-212 ]	1.0 EA	\$ 2,000.00	\$ 2,000.00
77	ADJUST MANHOLES	1.0 EA	\$ 300.00	\$ 300.00
78	ADJUST VALVE BOXES	1.0 EA	\$ 300.00	\$ 300.00
85	FITTINGS, WATER (F&I) (DI) (ELBOWS) (22.5°)	0.04 MT	\$ 10,000.00	\$ 400.00
86	FITTINGS, WATER (F&I) (DI) (ELBOWS) (45°)	0.2 MT	\$ 10,000.00	\$ 2,000.00

**CONTINGENCY ITEMS SUBTOTAL \$ 5,000.00**

**CITY OF RIVIERA BEACH UTILITY ITEMS**

109	WATER SERVICE (F&I)	4.0 EA	\$ 1,700.00	\$ 6,800.00
110	TAPPING ASSEMBLIES (F&I) (DIP)	2.0 EA	\$ 2,300.00	\$ 4,600.00
111	VALVE ASSEMBLIES (F&I) (CAST IRON) (GATE VALVE) (250 PSI)	7.0 EA	\$ 900.00	\$ 6,300.00
112	VALVE STRUCTURES (F&I) (CAST IRON) (AIR RELEASE VALVE)	4.0 EA	\$ 4,500.00	\$ 18,000.00
113	PIPE (DI/CI) (F&I) (PUSH-ON) (CEMENT LINED) (203 MM)	415.0 M1	\$ 70.00	\$ 29,050.00
114	FITTINGS, WATER (F&I) (DI) (ELBOWS) (90°)	0.09 MT	\$ 7,500.00	\$ 675.00

**PROJECT NAME: NORTHLAKE (RELIEVER) FROM MILITARY TRAIL TO  
GARDEN ROAD**

**PROJECT NUMBER: 91507A**

**HUBBARD CONSTRUCTION CO.**

<u>ITEM</u>	<u>QUANTITY /UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>CITY OF RIVIERA BEACH UTILITY ITEMS(continued)</b>			
115	FITTINGS, WATER (F&I) (DI) (TEE)	0.33 MT	\$ 7,500.00 \$ 2,475.00
116	FIRE HYDRANT (F&I) (TWO HOSES) (STANDARD) (152 MM SHAFT)	4.0 EA	\$ 2,600.00 \$ 10,400.00
117	BACKFLOW PREVENTER W/FIRE LINE (152 MM)	2.0 EA	\$ 3,600.00 \$ 7,200.00
118	BACKFLOW PREVENTER W/FIRE LINE (203 MM)	2.0 EA	\$ 5,600.00 \$ 11,200.00
119	SERVICE CONNECTIONS	4.0 EA	\$ 1,300.00 \$ 5,200.00
120	FILLING & PLUGGING PIPE	8.5 M3	\$ 450.00 \$ 3,825.00
121	PIPE REMOVAL	13.9 M1	\$ 30.00 \$ 417.00
122	MANHOLE STRUCTURES (ADJUST)	1.0 EA	\$ 900.00 \$ 900.00
123	MANHOLE STRUCTURES (F&I) (STANDARD) (PRE-CAST)	5.0 EA	\$ 5,500.00 \$ 27,500.00
124	PIPE (D/I) (F&I) (PUSH-ON) (102 MM)	4.7 M1	\$ 600.00 \$ 2,820.00
125	PIPE (PVC) (F&I) (PUSH-ON) (203 MM)	289.0 M1	\$ 200.00 \$ 57,800.00
126	FITTINGS, SEWER (F&I) (DI) (ELBOWS) (22.5°)	0.04 MT	\$ 33,000.00 \$ 1,320.00

**TOTAL UTILITY ITEMS \$ 196,482.00**

**GRAND TOTAL \$ 210,582.00**

RESOLUTION NO. 184-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FEE PROPOSAL FROM E. C. DRIVER & ASSOCIATES, INC. IN THE AMOUNT OF \$32,690.00 TO PROVIDE PROFESSIONAL ENGINEERING POST DESIGN AND ON-SITE OBSERVATION SERVICES FOR THE REPLACEMENT OF SANITARY GRAVITY WATER AND SEWER MAINS FOR THE NORTHLAKE RELIEVER PROJECT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 403-0000-5330-6508.

**WHEREAS**, the Consulting Engineering Firm of E. C. Driver & Associates, Inc. has prepared and submitted to the City of Riviera Beach a Fee Proposal for the post design and on-site observation services for the Northlake Reliever Project; and

**WHEREAS**, the primary purpose of this project is to relocate the sanitary gravity sewer and water mains for the Northlake Reliever in conjunction with a Palm Beach County Project to build a bridge over I-95 to Investment Lane; and

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

**Section 1:** That the City Council approve the Fee Proposal from E. C. Driver & Associates, Inc. in the amount of \$32,690.00 to provide professional engineering post design and on-site observation services during the relocation of the sanitary gravity sewer and water mains for the Northlake Reliever Project.

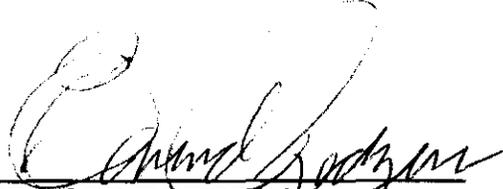
**Section 2:** That the Mayor and Finance Director are authorized to make payment for same under Account Number 403-0000-5330-6508 in the amount of \$32,690.00.

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

**PASSED AND ADOPTED** this 3rd day of October, 2001.

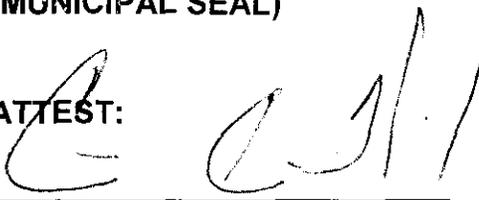
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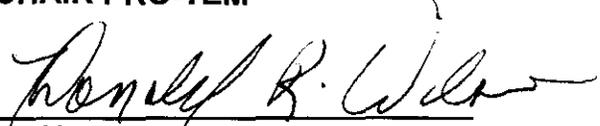
  
\_\_\_\_\_  
MICHAEL D. BROWN,  
MAYOR

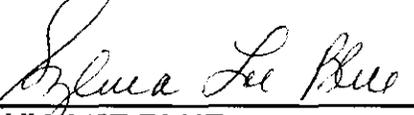
  
\_\_\_\_\_  
EDWARD RODGERS,  
CHAIRPERSON

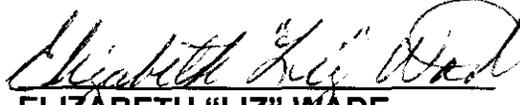
  
\_\_\_\_\_  
DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

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

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

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

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

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

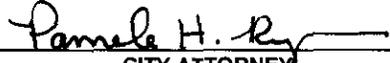
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 9/24/01

RESOLUTION NO. 185-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$200,000.00 FROM THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR THE TATE RECREATION COMPLEX IMPROVEMENTS; THE GRANT REQUIRES \$200,000.00 IN MATCHING FUNDS, WHICH WILL COME FROM THE PALM BEACH COUNTY GENERAL OBLIGATION BOND FOR RECREATION AND CULTURAL FACILITIES; AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME.

WHEREAS, the Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) has a grant program; and

WHEREAS, the grant program will fund requests for assistance to acquire or develop land for public outdoor recreation purposes; and

WHEREAS, the City of Riviera Beach has applied for assistance to improve the Tate Recreation Complex; and

WHEREAS, the City has been awarded grant funds in the amount of \$200,000.00 with a required match of \$200,000.00, said required match to be funded by the Palm Beach County General Obligation Bond for Recreation and Cultural Facilities. Total program funds are \$400,000.00.

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

SECTION 1. That staff is authorized to accept grant funds in the amount of \$200,000.00 from the Florida Department of Environmental Protection, Florida Recreation Development (FRDAP) Grant Program.

SECTION 2. That the Mayor is authorized to execute the grant agreement on behalf of the City of Riviera Beach.

SECTION 3. That the Finance Director is authorized to set up a budget as follows:

Revenue

146-00-334704	FRDAP Grant	\$200,000.00
	<u>Palm Beach County Bond</u>	<u>\$200,000.00</u>
	TOTAL	\$400,000.00

Expenditure

146-1232-572-0-4603	Repair & Maintenance Grounds	\$400,000.00
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PASSED AND APPROVED this 3rd day of October, 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

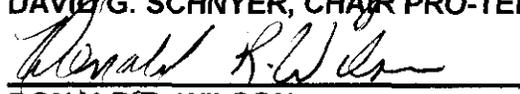
[ MUNICIPAL SEAL ]

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: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

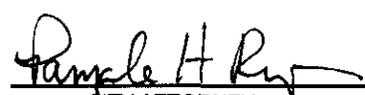
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED FOR LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 9/25/01

F0232

DEP Contract Number  
CSFA Number: 37017  
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
Project Grant Agreement - Development

This Agreement is made and entered into this 11<sup>th</sup> day of December, 2001, by and between the State of Florida, DEPARTMENT of Environmental Protection, hereinafter called the DEPARTMENT, and the City of Riviera Beach, hereinafter called the GRANTEE, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This Agreement shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE effective August 23, 2000, which is incorporated into this Agreement as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this Agreement.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Tate Recreation Complex Improvements (Florida Recreation Development Assistance Program, FRDAP Project Number F02232), hereinafter called the PROJECT, and enters into this Agreement with the GRANTEE for the development of that real

property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.

3. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT elements which may be modified by the DEPARTMENT if GRANTEE shows good cause: Water playground, hiking trail, renovate softball fields, parking, lighting, landscaping, and other related support facilities.
4. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$200,000, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT fund limits are based upon the following:

DEPARTMENT Amount	<u>\$200,000</u>	<u>50%</u>
GRANTEE Match	<u>\$200,000</u>	<u>50%</u>
Type of Match	<u>Cash and/or In-kind Services</u>	

5. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the request, the DEPARTMENT'S Contract Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A037, referenced in s. 62D-5.058(6)2(g), the DEPARTMENT will approve the request for payment.
6. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this Agreement by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE'S adopted procurement procedures. Expenses representing the PROJECT costs, including the required

matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines accounting for FRDAP funds disbursed under the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

7. Allowable indirect costs shall not exceed 15% of the GRANTEE'S eligible wages and salaries. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
  
8. Pursuant to s. 215.422, Florida Statutes, the Department's Project Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the payment requests for payment. The DEPARTMENT must submit a request for payment to the Florida DEPARTMENT of Banking and Finance within twenty (20) days; and the DEPARTMENT of Banking and Finance has fifteen (15) days to issue a warrant. Days are calculated from the date the invoice is received or the date the services are received, inspected, and approved, whichever is later. Invoice payment requirements do not start until a complete and correct invoice has been received. Invoices which have to be returned to the GRANTEE for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida DEPARTMENT of Banking and Finance who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at (850)410-9724 or (800)848-3792.
  
9. In accordance with s. 215.422, Florida Statutes, the DEPARTMENT shall pay the GRANTEE interest at a rate as established by s. 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within 40 days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless the GRANTEE requests payment. The interest rate established pursuant to s. 55.03(1), Florida Statutes, by Comptroller's Memorandum No. 12 (1999-00) dated December 2, 2000, has been set at 11.0% per annum or .0003014% per day.

The revised interest rate for each calendar year beyond 2000 for which the term of this Agreement is in effect can be obtained by calling the DEPARTMENT of Banking and Finance, Vendor Ombudsman at the telephone number provided above or the Department's Contracts Section at 850/922-5942.

10. It is understood by the parties that the amount of this Agreement may be reduced should the Governor's Budget Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this Agreement may be reduced by the same percentage as the DEPARTMENT is assessed for the mandatory reserve.
11. PROJECT funds may be reimbursed for eligible pre-agreement expenses (as defined in s. 62D-5.054(29) of the RULE) incurred by GRANTEE prior to execution of this Agreement as set forth in s.62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this Agreement with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
12. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-D.058(6)(f) of the RULE, to the DEPARTMENT upon determining that the documentation complies with the RULE, the DEPARTMENT will give notice to GRANTEE to commence the development and approve the request for payment.
13. The Grantee shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the Department by completing the Permitting Certification, FPS-A034, referenced in s. 62D-5.058(7)(c) of the Rule.
14. This Agreement shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT elements on or before Dec. 31, 2004. The GRANTEE may request up

to two (2) one (1) year extensions from the DEPARTMENT for good cause at the written request of the GRANTEE and such request must be made prior to the PROJECT completion date. Project must be completed within 5 years, or money may revert.

15. Project completion means the project is open and available for use by the public. Project must be completed prior to release of final reimbursement.
16. Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall:

If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45, Florida Statutes; or

If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45, Florida Statutes, or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of this Agreement; or

If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of this Agreement.

17. A copy of the audit or attestation as required in Paragraph 16, shall be submitted to the DEPARTMENT within one (1) year from the PROJECT completion date as set forth in the PROJECT completion certificate.
18. In addition to the provisions contained in Paragraph 16 above, the Grantee shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the Grantee with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the Agreement for purposes of assisting

the Grantee in complying with the requirements of Attachment 1. If the Grantee fails to receive a revised copy of Attachment 1, Exhibit-1, the Grantee shall notify the Department's Contracts Administrator at 850/488-7896 to request a copy of the updated information.

19. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S non-compliance with this Agreement, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.
  
20. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The DEPARTMENT, State Auditor General, State Comptroller and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE'S records for said PROJECT within the three-year retention period.
  
21. The DEPARTMENT'S Contract Manager for the purpose of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement. The GRANTEE'S Liaison Agent, shall submit to the DEPARTMENT signed PROJECT status reports every ninety (90) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them. Any and all notices shall be delivered to the parties at the following addresses:

Grantee

Department

Mr. David Wright, Jr.  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

A. Diane Langston  
Dept. of Environmental Protection  
3900 Commonwealth Blvd., MS 585  
Tallahassee, Florida 32399-3000

22. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, from the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
23. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
24. This Agreement may be unilaterally canceled by the DEPARTMENT in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement pursuant to the provisions of Chapter 119, Florida Statutes.
25. The DEPARTMENT shall also have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this Agreement. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall be calculated and determined pursuant to Section 55.03(1) of the Florida Statutes. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the DEPARTMENT to the date repayment is made by GRANTEE.
26. The GRANTEE shall comply with all federal, state and local rules, regulations and ordinances in acquiring and developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to ensure that the GRANTEE'S contract will include the requirements of this paragraph in all subcontracts made to perform this Agreement.

27. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in Administrative Rule 62D-5.059(2). Land under control other than by ownership of the GRANTEE such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the public property records by the GRANTEE. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
  
28. Failure to comply with the provisions of the RULE or the terms and conditions of this Agreement will result in cancellation of the Agreement by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this Agreement a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period state in the written notice shall result in cancellation of the Agreement and may result in the imposition of the terms in Paragraph 25.
  
29. In the event of conflict in the provisions of the Rule, the Agreement and the Project Application, the provisions of the Rule shall control over this Agreement and this Agreement shall control over the Project Application documents.
  
30. If the DEPARTMENT determines that site control is not sufficient under the RULE the DEPARTMENT shall give the applicant a notice in writing and a reasonable time to comply. If the deficiency cannot be reasonably corrected within the time specified in the notice, the DEPARTMENT shall cancel this AGREEMENT.
  
31. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

32. This Agreement strictly prohibits the expenditure of FRDAP funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.
33. No person on the grounds of race, creed, color, national origin, age, sex, marital status or ability level, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
34. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of s. 768.28, Florida Statutes.
35. The employment of unauthorized aliens by any GRANTEE is considered a violation of s. 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations made to perform this Agreement.
36. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, or Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
37. The Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by law.

38. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
39. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.
40. This Agreement is an exclusive contract and may not be assigned in whole or in part without the written approval of the Department.
41. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CITY OF RIVIERA BEACH

By: Ed Bowman  
Division Director (or Designee)  
Division of Recreation and Parks

By: W. H. Brown

Title: MAYOR

Address:  
Bureau of Design and Recreation Services  
Division of Recreation and Parks  
3900 Commonwealth Boulevard  
Mail Station 585  
Tallahassee, Florida 32399-3000

Address:  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

Carole C. Hard, City Clerk

R. Diane Langston  
DEP Contract Manager

Janet A. Pryor  
Grantee Attorney

Approved as to Form and Legality:  
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on June 6, 2001 for use for one year.

DEP 42-058  
Revised 05-18-2001

## Attachment -1

### SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal funds awarded through the Department of Environmental Protection by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at each of the following addresses:

A. Diane Langston  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Mail Station 585  
Tallahassee, Florida 32399

Audit Director  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

3. Copies of reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at each of the following addresses:

A. Diane Langston  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Mail Station 585  
Tallahassee, Florida 32399

Audit Director  
Florida Department of Environmental Protection  
Office of Inspector General  
2600 Blair Stone Road, MS40  
Tallahassee, Florida 32399-2400

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

4. Copies of reports or management letters required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at each of the following addresses:

**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Recreation Development Assistance Program	2001-2002	37017	Land Acquisition Trust Fund	\$200,000.00	140002

<b>Total Award</b>					<b>\$200,000.00</b>	
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For each program identified above, the recipient shall comply with the program requirements described in the Federal Catalog of Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

RESOLUTION NO. 186-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE PROJECT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR IMPROVEMENTS TO BICENTENNIAL PARK FROM SEPTEMBER 30, 2001 TO SEPTEMBER 30, 2002; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

**WHEREAS**, The Florida Inland Navigation District (FIND) entered into an agreement with the City of Riviera Beach for improvements to Bicentennial Park in April of 2000; and

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

**WHEREAS**, On August 17, 2001, FIND approved a time extension to complete the improvements to Bicentennial Park; and

**WHEREAS**, In order to continue with the development of the improvements to Bicentennial Park 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:**

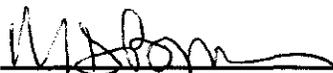
**Section 1.** An amendment to the original agreement between the City of Riviera Beach and FIND be executed extending the completion date of the improvements to Bicentennial Park from September 30, 2001 to September 30, 2002.

**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.

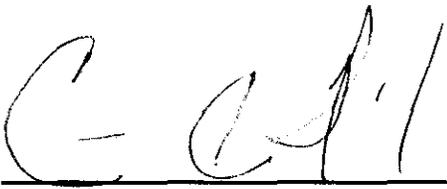
PASSED AND APPROVED this 3rd day of October, 2001

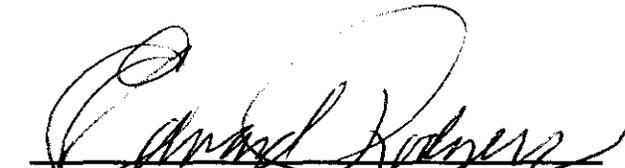
APPROVED:

  
MICHAEL D. BROWN, MAYOR

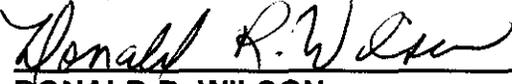
{MUNICIPAL SEAL}

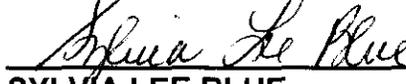
ATTEST:

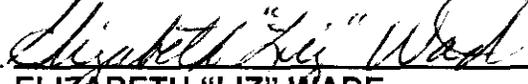
  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

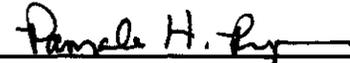
  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By: D. Schnyer  
Seconded By: 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: 9/24/01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE EMERGENCY ROOF, TRUSS, AND ROOF SUBSTRUCTURE REPLACEMENT FOR THE UTILITIES ADMINISTRATION BUILDING BY WINGATE CORPORATION AT A TOTAL COST OF \$447,073.00; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4602. ADDITIONALLY, THAT COUNCIL AUTHORIZES THE FINANCE DIRECTOR TO APPROPRIATED FUNDS IN THE AMOUNT OF \$447,073.00 IN THE RENEWAL AND REPLACEMENT FUND - ACCOUNT NO. 402-00-399999; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY AND WINGATE CORPORATION.

**WHEREAS**, The City of Riviera Beach Utilities Administration Building is in dire need of roof, truss, and roof substructure replacement; and

**WHEREAS**, Wingate Corporation of West Palm Beach, Florida submitted a proposal in the amount of \$447,073.00; and

**WHEREAS**, The Utilities Department has budgeted the necessary funds for roof replacement at the Administration Building.

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

**Section 1:** That the City Council hereby authorizes staff to replace the roof of the Utilities Administration Building.

**Section 2:** That the City Council of the City of Riviera Beach authorizes the work to be performed by the Wingate Corporation of West Palm Beach, Florida for the roof replacement project in the amount of \$447,073.00.

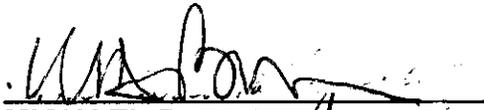
**Section 3:** That the City Council hereby authorizes the Finance Director to appropriate fund balance in the amount of \$447,073.00 from Water/Sewer Renewal and Replacement Fund - Account No. 402-00-399999.

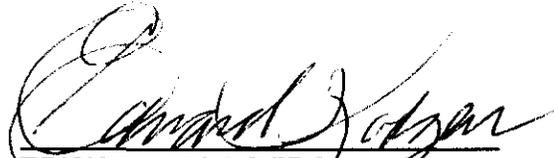
**Section 4:** That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 402-1437-5330-4602.

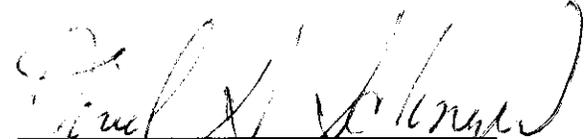
**Section 5:** That the City Council authorizes the Mayor and City Clerk to execute the contract between the City of Riviera Beach and Wingate Corporation.

**Section 6:** That this Resolution shall take effect immediately upon its passage and approval by the City Council.

APPROVED:

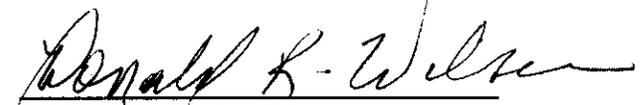
  
MICHAEL D. BROWN  
MAYOR

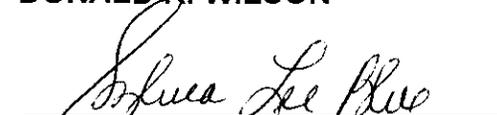
  
EDWARD RODGERS,  
CHAIRPERSON

  
DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

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: S. Blue

E. RODGERS aye

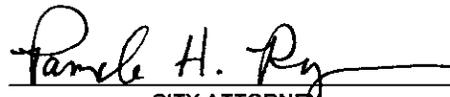
D. SCHNYER nay

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. PY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/1/01

RESOLUTION NO. 188-01

A RESOLUTION OF THE CITY COUNCIL CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR COSTS INCURRED FOR POLICE SERVICES FOR SECURITY DURING THE DECEMBER 1999 GRANDPRIX OFFSHORE BOAT RACES IN THE AMOUNT OF \$10,220; AND APPROVING THE TRANSFER FROM GENERAL FUND CONTINGENCY TO THE POLICE DEPARTMENTS CONTRACT SERVICES ACCOUNT FOR THIS EXPENSE.

**WHEREAS**, on May 19, 1999 the City entered into an agreement with Palm Beach County Offshore Festival, Inc. for the 1999 Grand Prix Offshore Boat Festival; and

**WHEREAS**, the Police Department provided security services for the event from August 25 to August 30, 1999, and were to be paid directly from Palm Beach Festival Offshore Inc. which was detailed in the license agreement with the City; and

**WHEREAS**, the Police Department personnel were never paid for this event. Several attempts were made to collect payment, however the company is no longer in business.

**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 Finance Director to make payment to the Police Officers for security services rendered at the Grand Prix Offshore Boat Races Festival in the amount of \$10,220.

SECTION 2. That the City Council authorizes the Finance Director to transfer \$10,220 from General Fund Contingency to the Police Department Contract Services account number 001-0817-521-0-3101.

**PASSED AND APPROVED** this 3rd day of October, 2001.

APPROVED:

Michael Brown  
MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)

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

Edward Rodgers  
EDWARD RODGERS, CHAIRPERSON

David G. Schnyer  
DAVID G. SCHNYER, CHAIR PRO-TEM

Donald R. Wilson  
DONALD WILSON

Sylvia Lee Blue  
SYLVIA LEE BLUE

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

Approved as to legal sufficiency:

By: Paul H. Ryan

Date: 9/28/01

Motioned by: E. Wade

Seconded by: D. Schnyer

E. Rodgers aye

D. Schnyer aye

D. Wilson aye

S. Blue aye

E. Wade aye

RESOLUTION NO. 189-01

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 RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER & COMPANY – MIAMI AND GALLAGHER BASSETT SERVICES TO PROVIDE A COMPREHENSIVE PROTECTED SELF-INSURANCE PROGRAM INCLUDING CLAIMS ADMINISTRATION AND LOSS CONTROL SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND (602) UP TO THE AMOUNT OF \$100,000 TO GALLAGHER BASSETT SERVICES FOR CLAIMS ADMINISTRATION AND UP TO \$1,887,266 TO ARTHUR J. GALLAGHER & COMPANY - MIAMI FOR RISK PACKAGE FIXED COSTS.

**WHEREAS**, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2001-2002); and

**WHEREAS**, a proposal from Arthur J. Gallagher & Company - Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,887,266, and

**WHEREAS**, Gallagher Bassett Services Inc. has submitted a renewal proposal for Claims Administration and Lost Control Services, for a total estimated cost of \$100,000.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute an Agreement with Arthur J. Gallagher & Company - Miami/Gallagher Bassett Services to provide a comprehensive protected Self-Insurance Program including claims administration and loss control services.

**SECTION 2.** That the Finance Director is authorized to make payment from account No. 602030551303101 in the amount not exceeding \$100,000 to Gallagher Bassett Services.

**SECTION 3.** That the Finance Director is authorized to make payments from account numbers 60203055130-1405, (4501) (4508) in the total amount not exceeding \$1,887,266 to Arthur J. Gallagher & Company – Miami for risk package fixed costs.

**SECTION 4.** A copy of the Agreement is attached hereto and made a part hereof.

**SECTION 5.** This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of October, 2001.

APPROVED:

  
MICHAEL D. BROWN

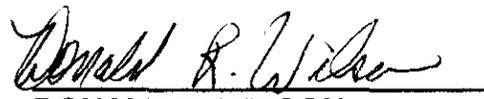
  
EDWARD RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)

  
DAVID G. SCHNYER  
CHAIRPERSON PRO TEM

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
ELIZABETH K. WADE  
COUNCIL MEMBERS

RESOLUTION NO. 189=01  
PAGE-3-

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

Patricia H. Ryan

CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 9/28/01

RTL:cbw 09/26/01

RESOLUTION NO. 190-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUIT CLAIM DEED WITH SPECIAL PROVISIONS THEREIN TO FACILITATE THE SALE OF REAL PROPERTY AND APPURTENANCES THEREON TO THE TOWN OF PALM BEACH SHORES FOR \$55,000; AUTHORIZING THE FINANCE DIRECTOR TO DEPOSIT THE PROCEEDS FROM THE SALE IN THE WATER AND SEWER OPERATING FUND ACCOUNT NO. 401-00-101111; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

**WHEREAS**, on July 3, 2001, the City Council agreed to sell certain real property and appurtenances thereon (e.g., a water storage tank) located within the Town of Palm Beach Shores, to the Town of Palm Beach Shores for \$55,000; and

**WHEREAS**, the City Council directed staff to negotiate the terms of the sale with the Town of Palm Beach Shores.

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

**SECTION ONE.** The Mayor and City Clerk are authorized to execute a quit claim deed to the Town of Palm Beach Shores, as it relates to real property, particularly described in Exhibit A ("property"), and the appurtenances thereon for the agreed upon sale price of \$55,000.

**SECTION TWO.** That the quit claim deed or other appropriate documents shall provide that the City shall have no liability to anyone or to any entity or corporation as it relates to the sale of the property and the appurtenances thereon, and that the Town of Palm Beach Shores shall indemnify and hold harmless the City for any claims or actions that may arise out of or are related to the sale of the property, that the Town of Palm Beach Shores shall provide such further assurances by the provision of information or the execution of documents as may be required by the City Attorney or City staff as they may require to complete the sale of the property; and that the Town of Palm Beach Shores will reimburse the City for outside legal/title costs incurred to effectuate the terms as outlined herein.

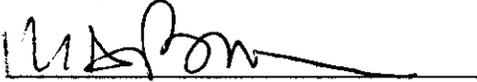
**SECTION THREE.** That the granting of the quit claim deed is also conditioned on the Town of Palm Beach Shores entering into negotiations with the City of Riviera Beach for a water service agreement for the benefit of its residents; said agreement to take effect one (1) year from the date of the execution of the quit claim deed.

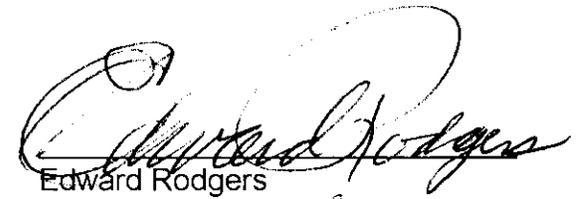
**SECTION FOUR.** That the Finance Director is authorized to deposit the proceeds from the sale of the property (\$55,000) in the Water and Sewer Operating Fund Account No. 401-00-10111.

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

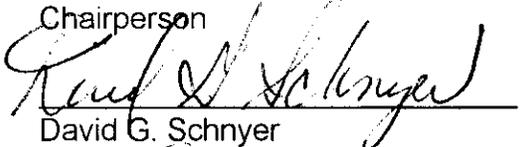
PASSED and APPROVED this 03 day of October, 2001.

APPROVED:

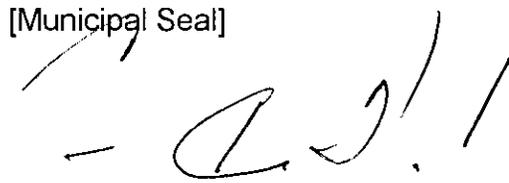
  
Michael D. Brown  
Mayor

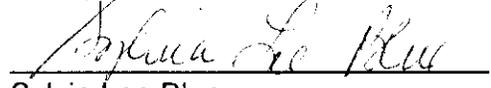
  
Edward Rodgers  
Chairperson

Attest:

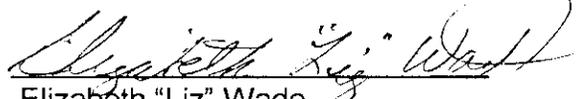
  
David G. Schnyer  
Chairperson Pro Tem

[Municipal Seal]

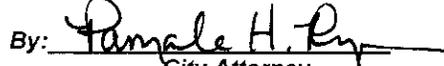
  
Carrie E. Ward, CMC/AE  
City Clerk

  
Sylvia Lee Blue

  
Donald R. Wilson

  
Elizabeth "Liz" Wade  
Council Members

Approved as to legal sufficiency

By:   
Pamela H. Ry  
City Attorney

Date: 10/3/01

## CLOSING AGREEMENT

THIS AGREEMENT is dated this 12 day of October, 2001, and is entered into between THE CITY OF RIVIERA BEACH, a Florida municipal corporation (herein called "RIVIERA BEACH"), and THE TOWN OF PALM BEACH SHORES, a Florida municipal corporation (herein called "PALM BEACH SHORES").

### RECITALS

WHEREAS, RIVIERA BEACH is a Florida municipal corporation located in Palm Beach County, Florida, and owns and maintains a municipal water system providing water service to customers within and outside the municipal limits of RIVIERA BEACH; and

WHEREAS, PALM BEACH SHORES is a municipal corporation with a boundary contiguous to a boundary of RIVIERA BEACH, and PALM BEACH SHORES does not maintain its own water system and does not provide water service to its residents; and

WHEREAS, RIVIERA BEACH has been providing water service to business and residential customers located within the municipal limits of PALM BEACH SHORES; and

WHEREAS, RIVIERA BEACH owns title to certain property located within the limits of PALM BEACH SHORES, upon which there is located a water tank and appurtenant lines and facilities, some of which have passed their useful life and are no longer used for any purpose, and which property is further described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, PALM BEACH SHORES desires to purchase the Property from RIVIERA BEACH, and the parties have agreed to terms and conditions for the sale and conveyance of the Property to PALM BEACH SHORES, as further set forth herein; and

WHEREAS, contemporaneously with the sale and conveyance of the Property, RIVIERA BEACH and PALM BEACH SHORES are entering into this Agreement to reflect all the terms, considerations and conditions by which the Property is being sold to PALM BEACH SHORES by RIVIERA BEACH.

NOW THEREFORE, in consideration of the conveyance of the Property from RIVIERA BEACH to PALM BEACH SHORES, and other good and valuable considerations and mutual covenants as further set forth herein, RIVIERA BEACH and PALM BEACH SHORES hereby agree to the following terms and conditions:

1. RECITALS: The parties hereto acknowledge the Recitals set forth above as true and correct, and such Recitals are incorporated herein as terms of this Agreement.



2. PROPERTY TRANSFER. The parties have agreed that the Property shall be conveyed to PALM BEACH SHORES from RIVIERA BEACH for a purchase price of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) to be paid by PALM BEACH SHORES to RIVIERA BEACH by TOWN OF PALM BEACH SHORES check on the Effective Date of this Agreement. Title shall be conveyed by Quit Claim Deed. PALM BEACH SHORES shall have the option to obtain, as the expense of PALM BEACH SHORES, a title insurance policy or opinion of title. Recording costs and any related transaction fees shall be paid by PALM BEACH SHORES.

3. ACCEPTANCE OF PROPERTY. RIVIERA BEACH makes no warranties or representations, either express or implied, as to the physical condition or use of the Property, including, without limitation, any structure, water tank, water pumps, lines or components thereof, or any other thing or condition located upon, in or under the Property. PALM BEACH SHORES acknowledges that it has had full opportunity as it has deemed appropriate or necessary to inspect the Property, and PALM BEACH SHORES hereby accepts the Property in its AS IS condition. PALM BEACH SHORES hereby waives and releases RIVIERA BEACH, its agents, elected officials, officers and employees, from any claim, obligation or liability for any defect in, or any condition of the Property, including but not limited to any claims relating to the prior use by RIVIERA BEACH of said Property including damages or costs related to any environmental defects in said Property. RIVIERA BEACH warrants and represents that to the best of its knowledge, there are no such claims.

4. PROPERTY INDEMNIFICATION. As additional consideration for the conveyance of the Property, PALM BEACH SHORES hereby indemnifies and holds harmless RIVIERA BEACH, its agents, elected officials, officers and employees, from any claim, cause of action, liability, judgment, damage, award, order, or assessment, including reasonable attorneys fees and costs, and further including any cost of defense, related to or arising from the ownership or operation of the Property, or any activity on the Property, pertaining to matters arising after the conveyance of the Property as herein set forth, including but not limited to any claims that might be made by any person or entity challenging the validity of the conveyance of the Property or claiming any interest in and to the Property transferred from RIVIERA BEACH to PALM BEACH SHORES.

5. ATTORNEY FEES REIMBURSEMENT. PALM BEACH SHORES agrees to reimburse RIVIERA BEACH all reasonable attorneys fees and costs incurred by RIVIERA BEACH in the negotiation and preparation of this Agreement and the conveyance of the Property, up to a maximum of Three Thousand Dollars (\$3,000.00). RIVIERA BEACH shall invoice PALM BEACH SHORES for such attorneys fees and costs, and PALM BEACH SHORES shall pay such invoice within thirty (30) days of such invoice.

6. WATER SERVICE. The parties hereby acknowledge the following findings and facts:

- A. That RIVIERA BEACH entered into that certain Bill of Sale dated October 5, 1951 with Palm Beach Shores, Inc., a Florida corporation, now dissolved (the "Seller"), as recorded at Deed Book 958, Page 629-635, public records of Palm Beach County, Florida (the "Sale Agreement").
- B. That the Sale Agreement provided for the transfer to RIVIERA BEACH of certain water well field equipment, water plant, pumps, transmission lines and related water distribution facilities (the "Original Water Facilities"), located on the Property



described in the Sale Agreement, serving the owners of property within the municipal limits of PALM BEACH SHORES.

- C. That RIVIERA BEACH, as a condition of the transfer of the Property to PALM BEACH SHORES required PALM BEACH SHORES to negotiate a water service agreement with RIVIERA BEACH; said agreement to take affect one (1) year from the date of transfer of title to the Property. PALM BEACH SHORES has accepted those terms.
- D. Notwithstanding the condition of the sale of the property by RIVIERA BEACH to PALM BEACH SHORES and the agreement of RIVIERA BEACH and PALM BEACH SHORES to engage in negotiations for a water service agreement, both RIVIERA BEACH and PALM BEACH SHORES have recognized that there is a substantial question as to the applicability of the Sale Agreement, its continued enforceability, and its impact on the ability of PALM BEACH SHORES to negotiate a water service agreement that might be in conflict with the provisions of the Sale Agreement, or the ability of RIVIERA BEACH to impose conditions and rights that may be in conflict with the restrictions set forth in the Sale Agreement.
- E. That PALM BEACH SHORES and RIVIERA BEACH recognize that there is sufficient doubt as to the ability of PALM BEACH SHORES and RIVIERA BEACH to enter into and enforce a water service agreement. Therefore, RIVIERA BEACH will file a declaratory judgment action seeking a judicial determination as to the rights and obligations of PALM BEACH SHORES and RIVIERA BEACH under the Sale Agreement or otherwise as may be related to the ability or power to enter into a water service agreement, or any part thereof. PALM BEACH SHORES and RIVIERA BEACH will cooperate with one another with respect to the identification of those persons or parties who might claim any rights under the Sale Agreement. In such declaratory judgment action, RIVIERA BEACH and PALM BEACH SHORES shall each bear their own attorney's fees and costs (whether taxable or not) and including any appellate remedies.

7. INDEMNIFICATION PROCEDURES. In the event of any proceeding regarding indemnification of RIVIERA BEACH as set forth in paragraph 4 of this Agreement, RIVIERA BEACH will give PALM BEACH SHORES prompt written notice of any such claim for indemnification; provided, however, that no delay on the part of the RIVIERA BEACH in notifying PALM BEACH SHORES shall relieve PALM BEACH SHORES from any obligation hereunder unless (and then solely to the extent) that PALM BEACH SHORES is thereby is prejudiced. With respect to any such proceeding, PALM BEACH SHORES will undertake the defense of RIVIERA BEACH and RIVIERA BEACH's interests by counsel and representatives of RIVIERA BEACH's own choosing, subject to PALM BEACH SHORES reasonable approval. In the event of any conflict of interest of the counsel selected by RIVIERA BEACH, PALM BEACH SHORES shall have the right to direct the RIVIERA BEACH to select alternate counsel to be engaged by PALM BEACH SHORES for the defense of RIVIERA BEACH. In the event PALM BEACH SHORES, within a reasonable time after notice of any such indemnified claim (such reasonableness being determined by sufficient time in order to prepare and timely file a responsive document or pleading within such claim or proceeding), fails to defend RIVIERA BEACH, RIVIERA BEACH will have the right to undertake the defense, compromise or settlement of such indemnified claim on behalf of, and for the account of, RIVIERA BEACH, at the expense and risk of the PALM BEACH SHORES. PALM BEACH SHORES shall not, without RIVIERA BEACH's written consent, settle or compromise any



such indemnified claim or consent to entry of any judgment which is not fully approved by RIVIERA BEACH. Notwithstanding the foregoing, PALM BEACH SHORES shall have the right to dispute the issue of whether it is obligated hereunder to indemnify RIVIERA BEACH with respect to any particular indemnified claim, and in any such dispute the prevailing party shall be entitled to recover, in addition to all other relief obtained, its costs, expenses, and fees, including reasonable attorneys' fees, incurred therein.

8. COOPERATION; FURTHER EASEMENTS. Each party hereto agrees to exercise good faith in cooperating with the other party to accomplish the purposes of this Agreement. Furthermore, PALM BEACH SHORES agrees to cooperate with RIVIERA BEACH in preserving, granting or otherwise confirming such easements as may be reasonably required in order to provide utility services to customers within the limits of PALM BEACH SHORES.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified in any way except by a written instrument executed by RIVIERA BEACH and PALM BEACH SHORES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

10. NO THIRD PARTY BENEFICIARY. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

11. SEVERABILITY. The invalidity of any one or more of the words, sentences or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, sentences or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word(s), sentence(s) or section(s) had not been inserted.

12. LITIGATION. Should any litigation arise out of the terms or performance of this Agreement, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, whether in trial court or on appeal. The venue for any such litigation shall be in Palm Beach County, Florida.

13. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. The headings contained in this Agreement are for reference purposes only and shall not affect in any manner or way the meaning or interpretation of this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applied without giving effect to any conflicts of law principles.



15. NOTICES. Any notices and other communications to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or sent with confirmed dispatch by facsimile transmission, or five days after such notice is mailed, by registered or certified mail, postage prepaid, return receipt requested, addressed to such party as follows:

If to RIVIERA BEACH: City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404  
Attn: City Manager  
Tel. (561) 845-4010  
Fax (561) 840-3353

With a copy to: City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404  
Attn: City Attorney  
Tel. (561) 845-4069  
Fax (561) 845-4017

and with a copy to: City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404  
Attn: Utilities Director  
Telephone: (561) 845-4185  
Fax: (561) 840-7292

If to PALM BEACH SHORES: Town of Palm Beach Shores  
247 Edwards Lane  
Palm Beach Shores, Florida 33404  
Attn: Mayor  
Tel. (561) 844-3457  
Fax (561) 863-1350

with a copy to: Trela J. White, Esq.  
Corbett & White  
309 Lake Avenue  
Lake Worth, Florida 33460  
Tel. (561) 586-7116  
Fax (561) 586-9611

or to such other addresses as a party hereto may from time to time give written notice of the other as provided herein.

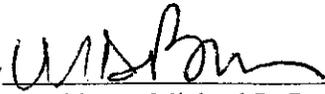
16. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date upon which the last of RIVIERA BEACH and PALM BEACH SHORES has entered into this Agreement.

*Jen*

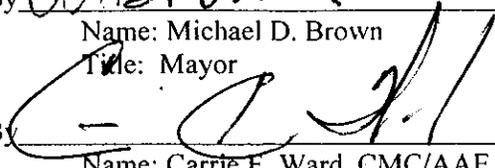
IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

DATED October 12, 2001.

CITY OF RIVIERA BEACH

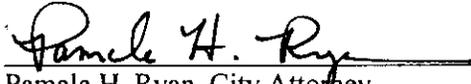
By 

Name: Michael D. Brown  
Title: Mayor

By 

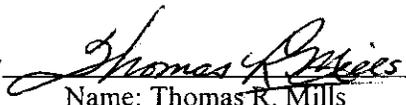
Name: Carrie E. Ward, CMC/AEE  
Title: City Clerk

Approved as to form and legal sufficiency:

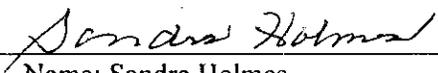
  
Pamala H. Ryan, City Attorney

DATED October 12, 2001.

TOWN OF PALM BEACH SHORES

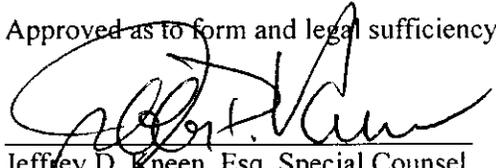
By 

Name: Thomas R. Mills  
Title: Mayor

By 

Name: Sandra Holmes  
Title: Town Clerk

Approved as to form and legal sufficiency:

  
Jeffrey D. Kneen, Esq. Special Counsel  
for the Town of Palm Beach Shores

P:\CPWin\HISTORY\010928A\1379.01(1505.002)[#1].ttb



## Fidelity National Title

Insurance Company of New York

Phone (561) 630-7600 Fax (561) 630-0083

### EXHIBIT "A"

The North one-half (N1/2) of that certain reserved area bounded by Cascade Lane on the North, Edwards Lane on the South, Lots 241 and 224 on the East, Lots 240 and 225 on the West, Palm Beach Shores, Palm Beach County, Florida, as recorded in Plat Book 23, Page 31 in the office of the Clerk of the Circuit Court in and for the County of Palm Beach, State of Florida.

This parcel may be further described as a tract of land beginning at the Northwest corner of Lot 241, thence running westerly along the South line of Cascade Lane, a distance of 140 feet to the Northeast corner of Lot 240, thence running Southerly along the East boundary of Lot 240, a distance of 115 feet to the Southeast corner of Lot 240, thence running Easterly a distance of 140 feet to the Southwest corner of Lot 241, thence running Northerly along the West boundary of Lot 241, a distance of 115 feet to the Point of Beginning, according to the Plat aforesaid of Palm Beach Shores.



10/15/2001 16:36:45 20010445975  
OR BK 12985 PG 0936  
Palm Beach County, Florida

WILL CALL #28  
LEWY KNEEN  
PREPARED BY AND RETURN TO:  
Barry B. Byrd, Esquire  
Watterson, Hyland & Klett, P.A.  
4100 RCA Boulevard, Suite 100  
Palm Beach Gardens, FL 33410-4247

RECEIVED  
DEC 07 2001  
CITY ATTORNEY'S OFFICE

WC Box 33

Property Control No. 54 43 42 27 04 000 6340

THIS IS A CONVEYANCE OF REAL PROPERTY FROM ONE STATE MUNICIPAL CORPORATION TO ANOTHER STATE MUNICIPAL CORPORATION, AND THIS TRANSACTION IS EXEMPT FROM THE PAYMENT OF DOCUMENTARY STAMPS PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 12B-4.002(4) AND RULE 12B-4.014 (10).

## QUIT CLAIM DEED

*THIS QUIT CLAIM DEED*, executed this 10 day of October, A.D., 2001, by and between,

THE CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida, whose mailing address is 600 West Blue Heron Blvd., P.O. Drawer 10682, Riviera Beach, Florida 33404, first party,

to

THE TOWN OF PALM BEACH SHORES, FLORIDA, a municipal corporation under the laws of the State of Florida, whose mailing address is 247 Edwards Lance, Palm Beach Shores, Florida 33404.

*(Wherever used herein the terms "first party" and "second party" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)*

**WITNESSETH**, that the said first party, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all right, title, interest, claim, and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**TO HAVE AND TO HOLD**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida

Michael D. Brown  
Michael D. Brown, Mayor

Carrie E. Ward  
Carrie E. Ward, CMC/AAE, City Clerk

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of October, 2001, by MICHAEL D. BROWN, as Mayor, and CARRIE E. WARD, CMC/AAE, as City Clerk, of THE CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation under the laws of the State of Florida.

NOTARY PUBLIC

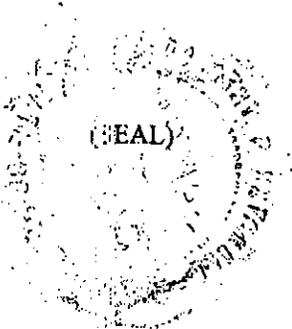
Dorothy P. Mitchell

**DOROTHY P MITCHELL**  
(Print Name)  
OFFICIAL NOTARY SEAL  
DOROTHY P MITCHELL  
COMMISSION NUMBER  
CC768470  
MY COMMISSION EXPIRES  
SEPT 1, 2002

My Commission Expires:

Personally Known  OR Produced Identification

Type of Identification \_\_\_\_\_





# Fidelity National Title

Insurance Company of New York

Phone (561) 630-7600 Fax (561) 630-0083

## EXHIBIT "A"

The North one-half (N1/2) of that certain reserved area bounded by Cascade Lane on the North, Edwards Lane on the South, Lots 241 and 224 on the East, Lots 240 and 225 on the West, Palm Beach Shores, Palm Beach County, Florida, as recorded in Plat Book 23, Page 31 in the office of the Clerk of the Circuit Court in and for the County of Palm Beach, State of Florida.

This parcel may be further described as a tract of land beginning at the Northwest corner of Lot 241, thence running westerly along the South line of Cascade Lane, a distance of 140 feet to the Northeast corner of Lot 240, thence running Southerly along the East boundary of Lot 240, a distance of 115 feet to the Southeast corner of Lot 240, thence running Easterly a distance of 140 feet to the Southwest corner of Lot 241, thence running Northerly along the West boundary of Lot 241, a distance of 115 feet to the Point of Beginning, according to the Plat aforesaid of Palm Beach Shores.



**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**

DR-2  
R. 07  
FUND100406

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE  
 Closing Agent Name: Watterson, Hyland & Klett, P.A.  
 Closing File: ann

1. Parcel Identification Number  
 (If Parcel ID not available  
 please call County Property  
 Appraiser's Office) →

2. Mark (x) all that apply      Multi-parcel transaction? →      Transaction a split or cutout from another parcel? →      Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller):    The City Of Riviera Beach, Florida  
 600 Blue Heron Boulevard      Riviera Beac    FL    33404

4. Grantee (Buyer):    The Town Of Palm Beach Shores, Florida  
 247 Edwards Lane      Palm Beach S    FL

5. Date of Sale/Transfer      Sale/Transfer Price  
 10 /      /      2001      \$      55,000      .      00      Property Located In      60      County Code  
 Month      Day      Year      (Round to the nearest dollar.)      (County Codes on Reve

6. Type of Document      Contract/Agreement for Deed      Other      7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:      YES      /      X      N  
 .Warranty Deed      X      Quit Claim Deed      (Round to the nearest dollar.)      \$      .      00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.      YES      /      X      NC

9. Was the sale/transfer financed?    YES    /    X    NO    If "Yes", please indicate type or types of financing:  
 Conventional      Seller Provided      Agreement or Contract for Deed      Other

10. Property Type:    Residential    Commercial    Industrial    Agricultural    Institutional/Miscellaneous    Government    Vacant    Acreage    Timeshare  
 Mark (x) all that apply      X

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)    YES    /    X    NO    \$    0    .    00

12. Amount of Documentary Stamp Tax      \$    0    .    00

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s.201.02(6), Florida Statutes?      x YES      /      NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent Watterson, Hyland & Klett, P.A.      Date 10/12/01

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office)			Clerk's Date Stamp		
O. R. Book and Page Number and File Number					
Date Recorded	/	/			
Month	Day	Year			

NOTE: Two copies are required.

DoubleTime®

JWN OF PALM BEACH SHORES

REMITTANCE STATEMENT

INVOICE NO.	GROSS AMOUNT	DISCOUNT	NET AMOUNT
10/10/01 WATERTANK PROPER	55,000.00		55,000.00
			TOTAL 55,000.00

DETACH BEFORE DEPOSITING

**TOWN OF PALM BEACH SHORES**

247 EDWARDS LANE  
PALM BEACH SHORES, FL 33404  
PHONE: 844-3457

63-8735/2670 FIDELITY FEDERAL BANK & TRUST  
BRANCH 05

021708

21708

PAY	DOLLARS AND	CENTS	DATE	AMOUNT
** Fifty Five Thousand and XX/100 Dollars ***			10/10/01	\$55,000.00

TO THE ORDER  
OF

CITY OF RIVIERA BEACH  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404

*Thomas A. Miller* MP  
*Sandra T. Holmes* MP

⑈021708⑈ ⑆267087358⑆ 2300001506113⑈

RESOLUTION NO. 191-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CLARIFYING AND CONFIRMING THAT RESOLUTION NO. 90-01, WHICH TERMINATED THE LEASE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND 3514 SO. OCEAN DRIVE, INC., OR ANY OF ITS PREDECESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS, INCLUDING RICI, DATED NOVEMBER 1, 1996, ALSO TERMINATED THE SEPTEMBER 16, 1998 EXTENSION AGREEMENT.

**WHEREAS**, on June 6, 2001, the City passed Resolution No. 90-01 which terminated an agreement dated November 1, 1996 between the CITY and 3514 So. Ocean Drive, Inc., concerning the leasing of dock space and office space for ticket sales for the purpose of berthing and serving a vessel engaged in the business of cruising beyond the territorial waters of the State of Florida for purposes of conducting day-cruise gaming operations ("Agreement"); and

**WHEREAS**, the Agreement was initially set to expire on September 30, 2001, but was subsequently extended by an Agreement dated September 16, 1998 ("Extension Agreement"); and

**WHEREAS**, Resolution 90-01 was intended by the City, and in fact did, terminate not only the Agreement, but also the Extension Agreement.

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

**SECTION 1.** The above recitations are true and incorporated herein.

**SECTION 2.** The City Council hereby reaffirms Resolution No. 90-01 terminating the Agreement between the City and 3514 So. Ocean Drive, Inc., and any other predecessors-in-interest, successors, and assigns, including Riviera International Casinos, Inc., (RICI), and also clarifies and confirms that Resolution No. 90-01 was intended to, and in fact did, terminate the Lease Extension Agreement.

**SECTION 3.** To the extent that a separate declaration of termination is required, the City Council hereby terminates the September 16, 1998 Lease Extension Agreement based upon the default thereof.



**RESOLUTION NO. 192-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO McGUIRE WOODS, LLP, 1170 PEACHTREE STREET N. E., SUITE 2100, ATLANTA, GA 30309 IN THE AMOUNT OF \$26,084.57 FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTER OF BROCHU, PFEFFERKORN AND GENERAL REPRESENTATION; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

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

**WHEREAS**, McGuire Woods, LLP submitted invoices in the amount of \$26,084.57 for performing professional legal services in the matters of Brochu, Pfefferkorn and General Representation.

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

**SECTION 1.** The Mayor and Interim Finance Director are authorized to make the payment in the amount of \$26,084.57 from Account #001-0512-5190-3101.

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

PASSED AND ADOPTED this 17th day of October 2001.

APPROVED:

ICHA L D. BROWN, MAYOR

Edward Rodgers  
EDWARD RODGERS, CHAIRPERSON

David G. Schnyer  
DAVID G. SCHNYER, CHAIR PRO-TEM

Donald R. Wilson  
DONALD R. WILSON

TEST:

Sylvia Lee Blue  
SYLVIA LEE BLUE

Arrie E. Ward

ARRIE E. WARD, CMC/AE  
ITY CLERK

Elizabeth Wade  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

APPROVED BY: D. WILSON

RECORDED BY: S. BLUE

EDWARD RODGERS ABSENT

DAVID G. SCHNYER AYE

DONALD R. WILSON AYE

SYLVIA LEE BLUE AYE

ELIZABETH "LIZ" WADE OUT

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/10/01

**RESOLUTION NO. 193-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) FORD VEHICLE FOR THE PURCHASING DEPARTMENT UNDER SEMINOLE COUNTY CONTRACT NO. A/B-340/JVP FROM DON REID FORD, MAITLAND, FLORIDA IN THE AMOUNT OF \$22,654.00 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 305-1706-5130-6401.**

**WHEREAS,** The Purchasing Department was approved a vehicle in this Fiscal Year (01-02) budget; and

**WHEREAS,** The Purchasing Department request that said vehicle be purchased from Don Reid Ford, Inc. at a total cost of \$22,654.00

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

**SECTION 1:** The City Council approves the purchase of one (1) Ford Vehicle for the Purchasing Department from Don Reid Ford, Inc., Maitland, Florida, under Seminole County Contract No. A/B-340/JVP, for a total cost of \$22,654.00

**SECTION 2:** The Mayor and Finance Director are authorized to pay \$22,654.00 from account number 305-1706-5130-6401.

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

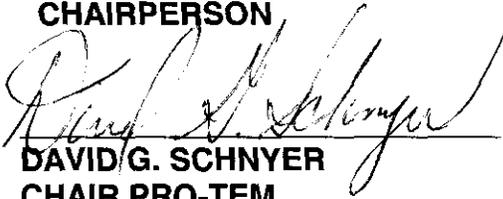
**PASSED and APPROVED this 17th day of October 2001.**

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

EDWARD RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)

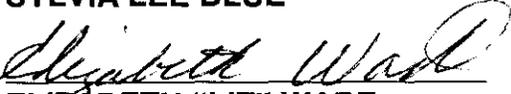
  
DAVID G. SCHNYER  
CHAIR PRO-TEM

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCILMEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: S. BLUE

E. RODGERS ABSENT

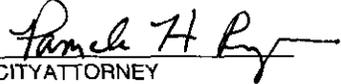
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE OUT

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

Date 10/10/01

RESOLUTION NO. 194-01

**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 ON WEST 32<sup>ND</sup> STREET, ACREHOME PARK # 2, BLK 12, LTS 31-32 AND ON WEST 35<sup>TH</sup> STREET, ACREHOME PARK #2, BLK 12, LTS 33-34, BLOCK 7, LTS 7-9 AND BLOCK 7, LT 10, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$8,000.00; 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 on West 32<sup>nd</sup> Street, Acrehome Park #2 Blk.12, Lts. 31-32, and West 35<sup>th</sup> Street, Acrehome Park #2, Blk 12, Lts 33-34, Blk 7, Lts 7-9, and Blk 7, Lt 10, were found to be in violation of the City's Code of Ordinances for vacant lot maintenance on several occasions; and

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

**WHEREAS**, the vacant lots are owned by Louis Greaux; and

**WHEREAS**, Mr. Greaux 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 \$8,000.00; and

**WHEREAS**, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to authorize 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 \$8,000.00 as full settlement 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 17TH day of OCTOBER, 2001.

APPROVED:

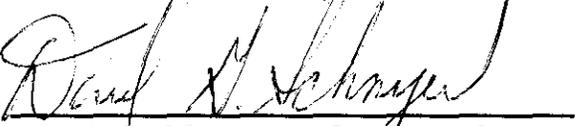
  
MICHAEL D. BROWN, MAYOR

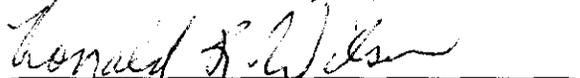
{MUNICIPAL SEAL}

ATTEST:

  
CARRIE E. WARD, CMC/AEE  
CITY CLERK

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

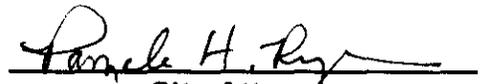
  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By: S. BLUE  
Seconded By: D. WILSON

E. Rodgers	<u>ABSENT</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: 10/10/01

**RESOLUTION NO. 195-01**

**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 2300 AVENUE R, MONROE HEIGHTS REPLAT NO 1, BLK 2, LT 17, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$1,475.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, property located at 2300 Avenue R Monroe Heights Replat No. 1, Blk 02, Lt. 17, was found to be in violation of the City's Code of Ordinances on January 26, 2000, pursuant to Case No. CEB 99-194 dated July 16, 1999; and

**WHEREAS**, liens were filed against the property by the City of Riviera Beach on May 31, 2000, Book 11809 Page 1253, for non-compliance with the Code Enforcement Board's order; and

**WHEREAS**, the property located at 2300 Avenue R is owned by Wendall L. Baker, and is now in compliance; and

**WHEREAS**, City staff has negotiated an offer of settlement with Wendall L. Baker in the amount of \$1,475.00; and

**WHEREAS**, the settlement does not include the outstanding Water and Sewer lien of \$369.90 on the subject property, which the owner must still satisfy; and

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

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

Page -2-

Resolution No. 195-01

**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.

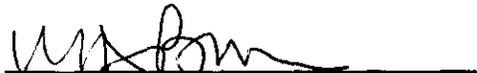
**Section 2.** The City Council hereby accepts the sum of \$1,475.00 as full settlement for the Code Enforcement liens existing on the subject property. This resolution does not in any way affect the outstanding water and sewer lien.

**Section 3.** The Mayor and the City Clerk are authorized to execute a release of lien as it relates to the Code Enforcement liens for the subject property upon payment in full of the aforementioned amount.

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

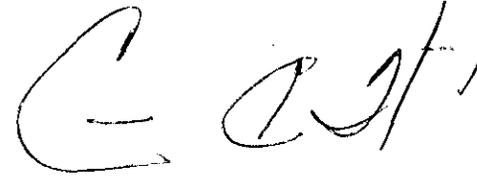
PASSED and APPROVED this 17th day of October, 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

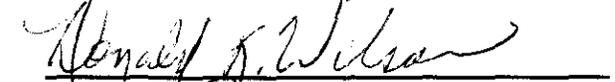
{MUNICIPAL SEAL}

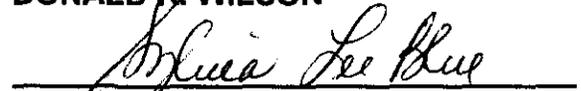
ATTEST:

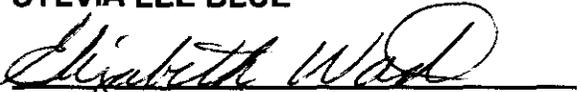
  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

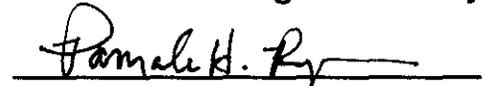
  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By: D. WILSON

Seconded By: S. BLUE

E. Rodgers	<u>ABSENT</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. Ry  
City Attorney  
City of Riviera Beach

Date: 10/10/01

RESOLUTION NO. 196-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR NORTH COUNTY PUD AS SUBMITTED BY WALLLY SCHICKEDANZ OF WEST RIVIERA LLC AND CONTINENTAL HOMES; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City of Riviera Beach City Council approved the 800 unit North County Planned Unit Development (PUD) on November 1,2000; and

**WHEREAS**, One of the conditions for development approval for the entire development was satisfaction of a Palm Beach County traffic concurrency requirement that some of the townhouses and single family units be available to low and moderate income households; and

**WHEREAS**, The developer has submitted a Declaration of Covenant and Restrictions for the affordable housing units; and

**WHEREAS**, The City's Comprehensive Plan encourages the provision of affordable housing.

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

**Section 1.** The Mayor and City Clerk are hereby authorized to execute the Declaration of Restrictive Covenant for Affordable Housing for the North County PUD.

**Section 2.** This Resolution shall take effect upon its passage.

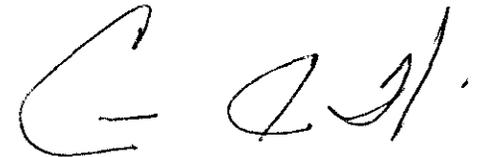
PASSED AND APPROVED this 17th day of October, 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

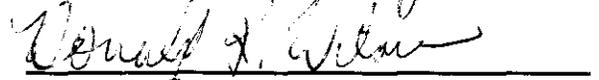
{MUNICIPAL SEAL}

ATTEST:

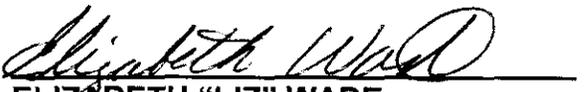
  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By: D. WILSON

Seconded By: E. WADE

E. Rodgers: ABSENT

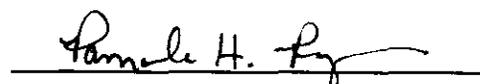
D. Schnyer: AYE

D. Wilson: AYE

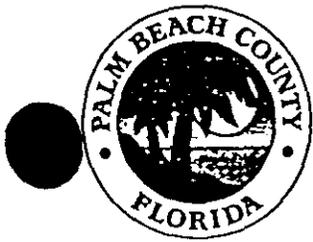
S. Blue: AYE

E. Wade: AYE

Reviewed as to Legal Sufficiency

  
City Attorney  
City of Riviera Beach

Date: 10/10/01



**Housing & Community  
Development Department**

3323 Belvedere Road  
Building #501  
West Palm Beach, FL 33406  
(561) 233-3601  
Fax: (561) 233-3651  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Warren H. Newell, Chairman

Carol A. Roberts, Vice Chair

Karen T. Marcus

Mary McCarty

Burt Aaronson

Tony Masilotti

Addie L. Greene

**County Administrator**

Robert Weisman

**ANNUAL INCOME LIMITS  
FOR  
WEST PALM BEACH-BOCA RATON-DELRAY BEACH  
METROPOLITAN STATISTICAL AREA  
AS OF MARCH 2001**

**F/Y 2001 MEDIAN FAMILY INCOME OF \$60,000**

NUMBER OF PERSONS IN HOUSEHOLD	LOW INCOME 80%	60% LIMITS	VERY LOW INCOME 50%	30% LIMITS
1	\$33,600	\$25,200	\$21,000	\$12,600
2	\$38,400	\$28,800	\$24,000	\$14,400
3	\$43,200	\$32,400	\$27,000	\$16,200
4	\$48,000	\$36,000	\$30,000	\$18,000
5	\$51,850	\$38,850	\$32,400	\$19,450
6	\$55,700	\$41,750	\$34,800	\$20,900
7	\$59,500	\$44,650	\$37,200	\$22,300
8	\$63,350	\$47,500	\$39,600	\$23,750

Ref: G:\HOME\00-01\Charts\2001 HUD INCOME LIMITS.WPD  
JRB/mlr; 04/10/01

"An Equal Opportunity  
Affirmative Action Employer"



printed on recycled paper

Return to:

DECLARANT

**DECLARATION OF RESTRICTIVE COVENANT  
FOR AFFORDABLE HOUSING IN ACCORDANCE WITH  
THE SPECIAL METHODOLOGIES IN COMPLIANCE WITH  
THE TRAFFIC PERFORMANCE STANDARDS ORDINANCE**

**THIS DECLARATION OF RESTRICTIVE COVENANT FOR AFFORDABLE HOUSING IN ACCORDANCE WITH THE SPECIAL METHODOLOGIES IN COMPLIANCE WITH THE TRAFFIC PERFORMANCE STANDARDS ORDINANCE (the Declaration)** is made by West Riviera, L.L.C. a Florida limited liability company and Continental Homes of Florida, Inc. (hereinafter referred to as the "Declarant") as the current owners of the property described on Exhibit "A" attached hereto (the "Property").

**1. Definitions:** In this Covenant, the following words and phrases shall have the meanings indicated, unless the context requires otherwise.

a. "Affordable Housing" shall have the meaning contained in the Palm Beach County 1989 Comprehensive Land Use Plan's Housing Element, as of that date or as such term may be modified in future amendments to the Plan. As presently defined (page 2-HE), Affordable Housing means that monthly rents including utilities or monthly mortgage payments including property taxes, insurance and utilities do not exceed thirty (30%) percent of that amount which represents the percentage of the median adjusted gross annual income for the households composed of very low-income persons, low-income persons and moderate-income persons.

b. "Adjusted Gross Income" as defined by the Palm Beach County Comprehensive Plan means all wages, assets, regular cash or non-cash contributions or gifts from persons outside the household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under Section 62 of the Internal Revenue Code.

c. "Required Affordable Housing Unit" means 45 townhouse units within the Development for which 10 year deed restrictions shall be recorded in accordance with the provision of paragraph (4) herein which shall be disbursed throughout the townhouse development and 45 required moderate income units.

d. "Declarant" means the entity creating the initial Development, and the Association, created pursuant to a Declaration of Covenants and Restrictions for the Property. Declarant is the original Developer (West Riviera, L.L.C.), Continental Homes of Florida, Inc., and its successor or assigns.

e. "Association" means the Homeowners Association to be created in connection with the Development, pursuant to a Declaration of Covenants and Restrictions.

f. "Development" means a planned unit development of homes in Riviera Beach, Florida, to be known as "Parcel 17.03".

g. "Eligible Household" means one or more persons living together and sharing living expenses whose combined income does not exceed the limits of low and moderate income households as identified in the guidelines of the U.S. Department of Housing and Urban Development (HUD), localized for Palm Beach County, and published annually by the Palm Beach County Department of Housing and Community Development. Eligible low income households are those with adjusted gross incomes less than or equal to eighty (80%) percent of the median adjusted gross income for households within the County. Eligible moderate income households are those with adjusted gross incomes greater than eighty (80%) percent, and less than or equal to one hundred twenty (120%) percent of the median adjusted gross income for households within the County. For purposes of this paragraph, one or more persons from this living arrangement will occupy a Required Affordable Unit on a year-round basis as the primary residence.

h. "Owner" means the person or entity identified in this covenant as the Declarant and/or any successor or assign holding an interest in a Required Affordable Unit.

i. "Compliance Period" shall mean 10 years from the date of issuance of the first certificate of occupancy for a Required Affordable Unit.

j. "Monitoring Entities" shall mean the City of Riviera Beach, and the Palm Beach County Department of Housing and Community Development, through its Commission on Affordable Housing.

2. **Occupancy.** A Required Affordable Housing Unit subject to this Declaration shall be occupied only by an Eligible Household on the date of occupancy of the Unit.

3. **Term of Covenant.** The Term of this covenant shall be for a period of ten (10) years for ownership/sale units, from the date of the issuance of the final Certificate of Occupancy for the first Required Affordable Low Income Unit (the "Term").

4. **Restriction** Declarant shall include in every deed of sale for a Required Affordable Low Income Unit, a restriction stating as follows: "This property is to be sold and occupied by an Eligible Low Income Household only in accordance with the Declaration of Restrictive Covenant for Affordable Housing recorded in ORB \_\_\_\_\_ P \_\_\_\_\_ of the Public Records of Palm Beach County. Said Declaration requires

verification by Palm Beach County of the eligible household prior to closing. This restriction shall be in effect for 10 years from the date of the Certificate of Occupancy for the first Required Affordable Low Income Unit.”

**5. Selection of Eligible Households.** The Declarant, The County and the Association, their successors and assigns, agree that the procedures for selection of an occupant of an ownership/for sale Required Affordable Unit under this paragraph shall not discriminate against any applicant based upon any protected class included in any federal, state or local fair housing law. For so long as the Declarant is the owner of an Required Affordable Unit, selection of an Eligible Household, evaluation of its income and assignments of Affordable Units shall be performed exclusively by the Declarant according to the expressed terms of this paragraph. Thereafter, such selection, shall be performed by the Association. The Declarant and the Association, as applicable, shall have the unrestricted right to screen all Eligible Household applicants. Such screening shall include, but not be limited to, credit-worthiness, employer references, income and ownership of assets and any other background checks usually made by the Declarant or the Association on any prospective purchaser’s application. Subject to the foregoing, the Declarant or the Association shall retain the exclusive and absolute right to reject Eligible Household applicants. Once approved by Declarant or Association the eligible household must be submitted to Palm Beach County for verification of income eligibility prior to closing on that unit.

**6. Occupancy of Affordable Units.** Ninety (90) units have been identified and required by Section 15 of the Palm Beach County Unified Land Development Code to be sold only as Affordable Low and Moderate Income Housing Units. These ninety (90) units have been exempted from meeting the requirements of Traffic Performance Standards, therefore, these units may only be sold to eligible households. It is the expressed intent of the Board of County Commissioners to provide the Traffic Performance Standards exemption for the entire development in exchange for the provision of affordable housing opportunities. It would not be acceptable, therefore, for the Declarant to refuse to place Eligible Households in Required Affordable Housing Units thereby leaving them vacant for extended periods.

Therefore: Declarant covenants as follows:

- a. Declarant shall sell 10% of its homes to Eligible Low Income Households, (see 1.g. above).
- b. Declarant shall sell an additional 10% of its homes to Eligible Moderate Income Households, (see 1.g. above).
- c. Beginning on the first anniversary of the first Certificate of Occupancy issued for an Required Low Income Unit within the Development (and then annually until and including the tenth such anniversary), Declarant shall file an annual Affordable Housing Summary Report with the Monitoring Entities. This report shall provide the Monitoring Entities with documentary evidence showing how many Eligible Low and Moderate Income Households have occupied homes within the development. (See: Section 8.)

- d. It is desired that Required Low and Moderate Income Units be occupied at the same rate as other Units. Declarant shall therefore covenant the following performance at each annual reporting.
- i. Declarant will document number and location of Required Low and Moderate Income Units and other Units occupied during the year at the time of the annual report.
  - ii. In the event at least 10% of the total sales and/or resales made during the year were Required Low Income Units or the number of sales or resales, cumulatively meets or exceeds the number of required affordable housing units, Declarant shall have no further obligations during that year.
  - iii. In the event that less than 10% of the cumulative sales and/or resales do not meet the number of Required Low Income Units, then The City of Riviera Beach shall suspend building permits for Non-Restricted Units, until the ratio of total sales and/or resales of Affordable Low Income Units to Total Units reaches 10%. Once achieved, the 10% ratio of Required Low Income Units must be maintained for the duration of this covenant.
  - iv. Prior to the issuance of the 225th building permit for the townhouse section of development, Declarant shall submit a report showing the number and the location of the restricted units. In the event that less than 45 units are deed restricted, or that the deed restricted units are not disbursed throughout the townhouse development, no building permits shall be issued by the City of Riviera Beach for any non-restricted units, until the required number of deed restricted, disbursed units is in compliance with this covenant.

7. **Covenant Compliance.** The Declarant, the Association, their successors and assigns, shall furnish to the County such information about the Required Low and Moderate Income Units as the County may request at each occasion of transfer of title, including, but not limited to the identity of the Declarant, the identity of the Eligible Household, the condition of the unit, the identity of the occupants, and the household income of the occupants, all for the purpose of assuring compliance with this Declaration. Declarant shall include in each sales agreement the right of County to approve the sale of the unit to an Eligible Household, and the requirement to provide income and other necessary information to the County. The Declarant, and their successors and assigns, shall include a reference to the Ten (10) Year Deed Restriction which guarantees the affordability of the unit, and which requires County verification on initial sale and verification of resales to an Eligible Low Income Household before closing, and an explanation of the responsibilities resulting from the Ten (10) Year Deed Restriction upon any subsequent owners, successors and assigns, in any and all sales documents, agreements, etc, and in deeds or other instruments conveying an interest in the Required Low Income Property or any part thereof. It is further agreed that the covenants and restrictions contained herein are for public purposes.

8. **Annual Report.** The Declarant and/or the Association shall provide a report detailing compliance with the terms of this Covenant, as well as the maintenance of satisfactory occupancy rate for the ninety (90) Required Low and Moderate Income Units for the purpose of assuring compliance with this covenant.

Not later than June 1<sup>st</sup>, of each year following the issuance of the first certificate of occupancy for a Required Low Income Unit, for the term of this covenant, the Declarant shall furnish to the Monitoring Entities, on a form provided by the County, this Annual Report which shall contain, at a minimum, sufficient information and documentation to prove the compliance of the Declarant with this paragraph for each unit:

- a. The identity of the Declarant and/or Owner(s);
- b. The compliance with report requirements explained in Section 15 below.

9. **Covenant to Run with the Land.** It is intended and agreed that the covenants and restrictions set forth in this Declaration shall run with the land constituting the property and shall be binding upon any owner(s), successors and assigns for the benefit of and shall be enforceable by the County and its successors and assigns, for a period of ten (10) years from the date of the issuance of the final certificate of occupancy for the first required affordable low income unit.

10. **Deed Restrictions.** A deed restriction will be required for each ownership/for sale Required Low Income Unit in order to guarantee the affordability of each of these units for a period of ten (10) years as required by ULDC Section 15. Specifically for the Parcel 17.03, Riviera Beach, Florida, residential development 45 low income townhouse units will be required to be deed restricted for a period of 10 years from the date of the issuance of the final certificate of occupancy for the first required affordable low income unit.

11. **Modifications:** This covenant shall not be extinguished, enlarged, modified or replaced during the Ten (10) Year Term except with written authorization of Palm Beach County Board of County Commissioners.

12. **Fair Housing:** The Declarant and the Association, their successors and assigns, agree that the sale or rental of all units shall be done in conformity with federal, state or local Fair Housing laws.

13. **Enforcement.** Without limitation on any other rights or remedies of the County, its successors or assigns, in the event of any occupancy of any Required Low and Moderate Income Unit in violation of the provisions hereof, the County shall be entitled to seek specific performance of the provisions hereof. If any action is required to enforce the provisions of this paragraph, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

**14. Penalties: Remedies for Violations.** Should there be found any violation of any of the restrictions, covenants and/or agreements set forth herein, the Declarant or the selling Owner shall be liable to pay to Palm Beach County money damages equaling the incentive offered by the Developer at time of initial sale, but in no event less than ten thousand dollars (\$10,000). Any damages payable under this section shall be paid into the Palm Beach County Affordable Housing Trust Fund.

**15. Reports.** All reports required hereunder shall be sent to the following: Planning Director, Palm Beach County Planning, Zoning and Building Department, 100 Australian Avenue, West Palm Beach, Florida 33406; Director, Housing and Community Development Department, 3323 Belvedere Road, Bldg. 501, West Palm Beach, Florida 33406; and, The Community Development Director, City of Riviera Beach, 600 W. Blue Heron Blvd., Riviera Beach, Florida 33404.

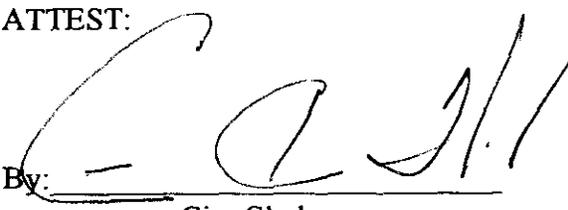
**16. Recorded in the Public Records.** This Covenant shall be recorded in the Official Public Records of Palm Beach County. A copy of the recorded Covenant shall be provided to the Director of Planning, the Palm Beach County Planning, Zoning and Building Department, 100 Australian Avenue, West Palm Beach, Florida 33406.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17  
day of October, 2001.

City of Riviera Beach

ATTEST:

THE CITY OF RIVIERA BEACH

By: 

City Clerk

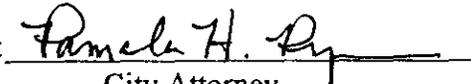
By: 

Mayor

DATED: 10/17/01

SEAL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: 

City Attorney



**EXHIBIT A**  
**LANDS OF CONTINENTAL HOMES OF FLORIDA, INC.**  
**(NORTH COUNTY P.U.D. PLAT 1)**

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FLORIDA, FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,506.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 75.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE NORTH 46°40'48" EAST, A DISTANCE OF 150.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 16.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'21" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.14 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 145.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 60.00 FEET WEST OF, AS

MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 357.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 154.70 FEET; THENCE, SOUTH 29°06'36" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A"; THENCE, NORTH 05°57'15 WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 40.23 ACRES, MORE OR LESS.

**EXHIBIT B**  
**LANDS OF WEST RIVIERA, L.L.C.**  
**(PROPOSED NORTH COUNTY PLAT P.U.D. PLAT 2)**

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 36 AND THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36.

LESS AND EXCEPTING THE RIGHT-OF-WAY FOR MILITARY TRAIL (STATE ROAD NO. 809).

ALSO LESS AND EXCEPTING THE PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 6447, PAGE 1308, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPTING THE 60 FOOT CANAL RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCELS ONE AND TWO:

**(PARCEL ONE) APARTMENT PARCEL**

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST ALONG THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 60.00 FEET; THENCE, NORTH 01°53'30" EAST, ALONG A LINE PARALLEL WITH AND 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 657.64 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE NORTH 01°53'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1007.10 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF THE SOUTH ONE-QUARTER OF THE NORTH ONE-HALF OF THE SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°26'48" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1056.02 FEET; THENCE, SOUTH 01°40'48" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE POINT OF BEGINNING.

**(PARCEL TWO) NORTH COUNTY P.U.D. PLAT 1**

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ONE-QUARTER; THENCE, NORTH 88°19'12" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER, A DISTANCE OF 50.00 FEET TO THE INTERSECTION THEREOF WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, NORTH 01°53'30" EAST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF A 60 FOOT CANAL RIGHT-OF-WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 1800, PAGE 1331, PUBLIC RECORDS, SAID PALM BEACH COUNTY; THENCE, NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 19.79 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809) AS RECORDED IN OFFICIAL RECORDS BOOK 12706, PAGE 1262, PUBLIC RECORDS, SAID PALM BEACH COUNTY, FOR A POINT OF BEGINNING.

THENCE, CONTINUE NORTH 88°19'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,506.32 FEET; THENCE, NORTH 01°40'48" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 83.68 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 134.30 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 75.20 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 150.40 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 35.36 FEET; THENCE, NORTH 46°40'48" EAST, A DISTANCE OF 63.53 FEET; THENCE, NORTH 01°40'48" EAST, A DISTANCE OF 16.51 FEET; THENCE, NORTH 43°19'12" WEST, A DISTANCE OF 400.25 FEET; THENCE, NORTH 22°17'21" WEST, A DISTANCE OF 57.00 FEET; THENCE, NORTH 27°32'05" WEST, A DISTANCE OF 38.63 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 77.18 FEET; THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 271.90 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 94.86 FEET TO POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 73.52 FEET; THENCE, SOUTH 46°41'13" WEST, A DISTANCE OF 35.44 FEET; THENCE, NORTH 88°10'45" WEST, A DISTANCE OF 24.00 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 386.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 24.00 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 81.14 FEET; THENCE, NORTH 01°33'12" EAST, A DISTANCE OF 145.20 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 914.71 FEET; THENCE, SOUTH 01°40'48" WEST, A DISTANCE OF 773.48 FEET; THENCE, SOUTH 88°19'12" EAST, A DISTANCE OF 322.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.00 FEET; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°26'37", A DISTANCE OF 420.21 FEET; THENCE, SOUTH 88°06'30" EAST, A DISTANCE OF 409.93 FEET TO THE INTERSECTION THEREOF WITH THE SAID WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL (STATE ROAD 809); THENCE, SOUTH 01°53'30" WEST, ALONG SAID RIGHT-OF-WAY, BEING A LINE 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 357.70 FEET; THENCE, NORTH 88°19'12" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 42.49 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 154.70 FEET; THENCE, SOUTH 29°06'36" EAST, CONTINUING ALONG

SAID RIGHT-OF-WAY LINE, A DISTANCE OF 63.47 FEET; THENCE, SOUTH 01°53'30" WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING.

LESS, HOWEVER FROM PARCEL TWO, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A", THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT SAID "POINT A" THENCE, NORTH 05°57'15" WEST, A DISTANCE OF 24.55 FEET FOR A POINT OF BEGINNING.

THENCE, NORTH 88°26'48" WEST, A DISTANCE OF 70.20 FEET; THENCE, NORTH 43°18'47" WEST, A DISTANCE OF 35.27 FEET; THENCE, NORTH 01°49'15" EAST, A DISTANCE OF 312.32 FEET; THENCE, NORTH 46°41'13" EAST, A DISTANCE OF 35.44 FEET; THENCE, SOUTH 88°26'48" EAST, A DISTANCE OF 70.20 FEET; THENCE, SOUTH 01°49'15" WEST, A DISTANCE OF 362.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.75 NET ACRES, MORE OR LESS.

RESOLUTION NO. 197-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REVISING THE DRAFT LAW ENFORCEMENT TRUST FUND POLICY AND PROCEDURE FOR PROCESSING REQUEST FOR CONTRIBUTION OF FUNDS; APPROVING THE LAW ENFORCEMENT TRUST FUND POLICY AND PROCEDURE; ESTABLISHING THE LAW ENFORCEMENT TRUST FUND ADVISORY BOARD; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council approved a draft Policy and Procedure for issuance of Law Enforcement Trust Funds to community groups; and

**WHEREAS,** The Policy and Procedure includes the establishment of an Advisory Board to review applications from community groups requesting donations from the Trust Fund Account; and

**WHEREAS,** The City Council must appoint one (1) elected official and two (2) citizens to the Advisory Board.

**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 Law Enforcement Trust Fund Advisory Board is established and empowered to review fund request applications from community groups and make recommendations for fund distribution.

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

PASSED AND APPROVED this 17TH day of OCTOBER 2001.

APPROVED:

MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

ATTEST:

*Carrie E. Ward*

CARRIE E. WARD, CMC/AE  
CITY CLERK

EDWARD RODGERS, CHAIRPERSON

*David G. Schnyer*

DAVID G. SCHNYER, CHAIR PRO-TEM

*Donald R. Wilson*

DONALD R. WILSON

*Sylvia Lee Blue*

SYLVIA LEE BLUE

*Elizabeth K. Wade*

ELIZABETH K. WADE  
COUNCIL MEMBERS

MOTIONED BY: E. WADE

SECONDED BY: D. WILSON

E. RODGERS ABSENT

D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela H. Pye*  
CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 10/17/01

RESOLUTION NO. 198-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE BUDGET FOR THE SECOND ANNUAL STATE OF THE CITY DINNER; AUTHORIZING THE FINANCE DIRECTOR TO DISBURSE FUNDS FROM ACCOUNT NUMBERS 130-0101-511-0-3106, 130-0101-511-0-4403, AND 130-0101-511-0-5201; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council approved the 2<sup>nd</sup> Annual State of the City Dinner in the 2001-2002 Fiscal Year Budget; and

**WHEREAS,** The dinner has been scheduled for Saturday, November 10, 2001, at Sysco Foods Warehouse; and

**WHEREAS,** The dinner will be funded through private donations to be raised by the Mayor.

**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 is authorized to seek donations to cover the cost of the 2<sup>nd</sup> Annual State of the City Dinner.

**SECTION 2:** That the Finance Directors is authorized to establish a budget and disburse funds for the dinner.

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

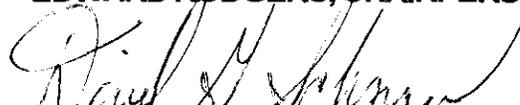
PASSED AND APPROVED this 17TH day of OCTOBER 2001.

APPROVED:

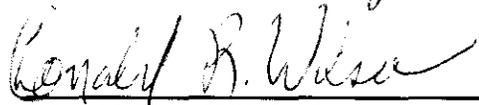
  
MICHAEL D. BROWN, MAYOR

EDWARD RODGERS, CHAIRPERSON

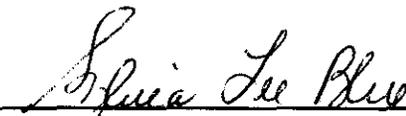
(MUNICIPAL SEAL)

  
DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
SYLVIA LEE BLUE

  
ELIZABETH K. WADE  
COUNCIL MEMBERS

MOTIONED BY: E. WADE

SECONDED BY: D. WILSON

E. RODGERS ABSENT

D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

CITY OF RIVIERA BEACH

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

**RESOLUTION NO. 199-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO McGUIRE WOODS, LLP, 1170 PEACHTREE STREET N. E., SUITE 2100, ATLANTA, GA 30309 IN THE AMOUNT OF \$ 25,819.01 FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTER OF BROCHU, PFEFFERKORN, PBA AND GENERAL REPRESENTATION; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

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

**WHEREAS**, McGuire Woods, LLP submitted invoices in the amount of \$25,819.01 for performing professional legal services in the matters of Brochu, Pfefferkorn, PBA and General Representation.

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

**SECTION 1.** The Mayor and Interim Finance Director are authorized to make the payment in the amount of \$25,819.01 from Account #001-0512-5190-3101.

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

PASSED AND ADOPTED this 7<sup>TH</sup> day of NOVEMBER 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

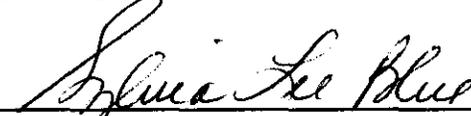
  
EDWARD RODGERS, CHAIRPERSON

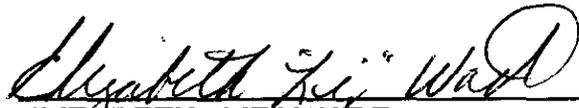
  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: E. WADE

E. RODGERS AYE

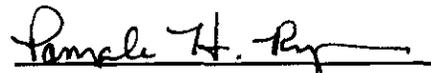
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/30/07

**RESOLUTION NO. 200-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZATION TO FUND THE EXCESS BENEFIT PLAN IN THE AMOUNT OF \$50,000 AND AUTHORIZE THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT TO SUN TRUST BANK FOR SAME FROM THE RETIREMENT CONTRIBUTION ACCOUNT NO. 001-0203-5190-1402 AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City has passed an Ordinance to create an Excess Benefit Plan for the General Employees Pension Plan; and

**WHEREAS**, the actuarial amounts have been received; and

**WHEREAS**, the City must disburse the funds to Sun Trust Bank in Orlando to fund the Excess Benefit Account.

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

**SECTION 1.** That Interim Finance Director is authorized to fund the Excess Benefit Plan from the General Fund Retirement Contributions Account in the amount amount of \$50,000.

**SECTION 2.** That the Mayor and Interim Finance Director are authorized to make payment from Account No. 001-0203-5190-1402 to Sun Trust Bank, P. O. Box 3808, Orlando, FL 32802 in the amount of \$50,000 to fund the Excess Benefit Program.

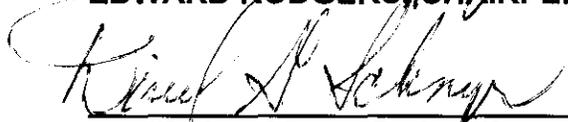
**SECTION 3.** This resolution shall take effect upon its passage and approval by the City Council.

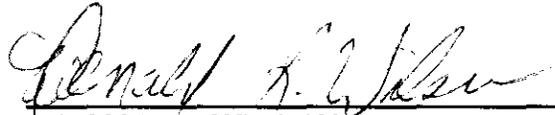
**PASSED AND APPROVED** this 7TH day of NOVEMBER, 2001.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

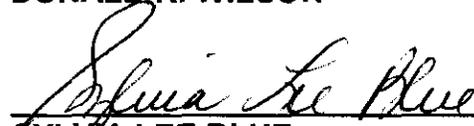
  
EDWARD RODGERS, CHAIRPERSON

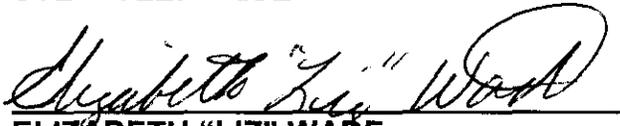
  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

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E. RODGERS AYE

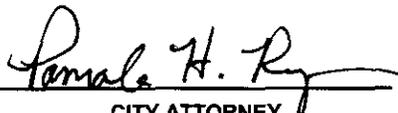
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 10/30/07