

RESOLUTION NO. 201-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO BARKER, OSHA & ANDERSON, INC. (BOA) FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATED TO IMPROVEMENTS TO EXISTING WASTEWATER LIFT STATIONS 1, 2, 22, 27 AND 43, AND FORCE MAIN 22, AND SEVERAL OTHER ASPECTS OF THE CITY'S WASTEWATER SYSTEM AT A TOTAL COST OF \$12,494.02 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1417-5360-4606

WHEREAS, Via Resolution No. 129-96, the consulting engineering firm of Barker, Osha & Anderson, Inc. (BOA) was authorized to provide professional engineering design services for improvements to the existing Wastewater Lift Stations 1, 2, 22, 27 and 43 and Force Main 22, and several other aspects of the City's wastewater system phase. This project has reached its final phase.

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

Section 1: That the City Council hereby authorizes final payment to Barker, Osha & Anderson, Inc. for professional engineering services rendered in the amount of \$12,494.02; and

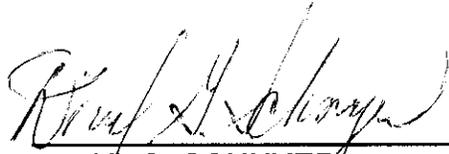
Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1417-5360-4606.

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

APPROVED:


MICHAEL D. BROWN,
MAYOR

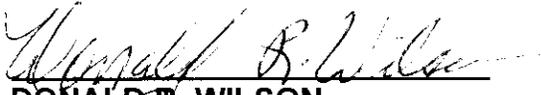

EDWARD RODGERS,
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM

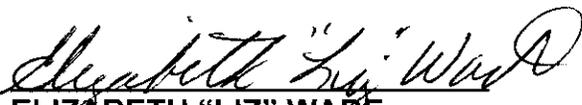
(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: E. WADE

E. RODGERS AYE

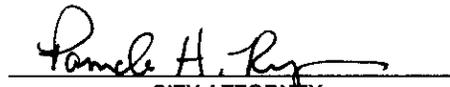
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 202-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO BARKER, OSHA & ANDERSON, INC. (BOA) FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE RESURFACING OF GARDEN ROAD AND BLUE HERON BOULEVARD AT A TOTAL COST OF \$194.93; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-4606.

WHEREAS, Via Resolution No. 193-00, the consulting engineering firm of Barker, Osha & Anderson, Inc. (BOA) was authorized to provide professional engineering design services for the resurfacing/milling of Garden Road and Blue Heron Boulevard. The engineering services for this project has reached its final phase.

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

Section 1: That the City Council hereby authorizes final payment to Barker, Osha & Anderson, Inc. for professional engineering services rendered in the amount of \$194.93; and

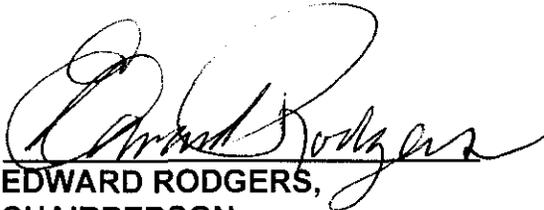
Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1437-5330-4606.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR



EDWARD RODGERS,
CHAIRPERSON

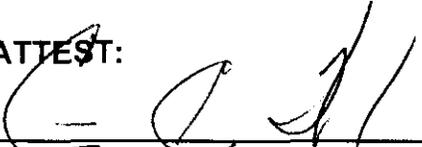


DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)



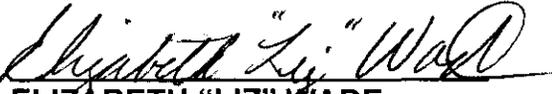
DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: E. WADE

E. RODGERS AYE

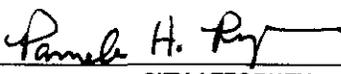
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. PY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 203-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE FEE PROPOSAL BY BAE SYSTEMS/ADR OF PITTSBURGH, PENNSYLVANIA IN THE AMOUNT OF \$31,805.00 TO PROVIDE COMPLETE DIGITAL ORTHOPHOTO COVERAGE OF THE COMBINED AREA OF THE CITY AND ITS SERVICE AREA; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-6404.

WHEREAS, the City of Riviera Beach City Council approves the update of the Digital Orthophoto coverage of the combined area of the City and its service area. The total mapping area includes all seven thousand two hundred twenty (7,220) acres and will consist of a georeferenced orthophotography designed to meet 1' horizontal accuracy; and

WHEREAS, the primary purpose of this update is to properly locate the sewer laterals and other key utility infrastructure within the City and its service area; and

WHEREAS, Palm Beach County also recognizes the importance of this data and has agreed to support the project by sharing approximately \$8,000.00 of the total project costs.

WHEREAS, this upgrade will be administered by BAE Systems/ADR at a cost of \$31,805.00; and

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

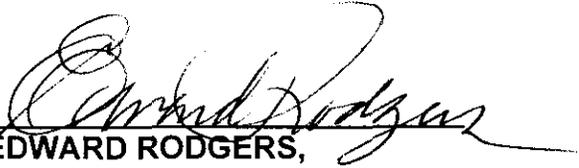
Section 1: That the City of Riviera Beach, Palm Beach County, Florida, does hereby approve the updating Digital Ortho Photography from BAE Systems/ADR at a cost of \$31,805.00.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for the update of Digital Ortho Photography for it under Account Number: 401-1417-5360-6404.

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

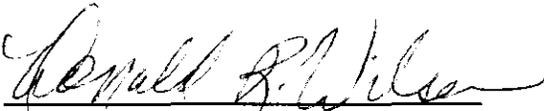
APPROVED:


MICHAEL D. BROWN,
MAYOR


EDWARD RODGERS,
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM

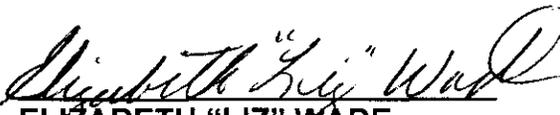
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

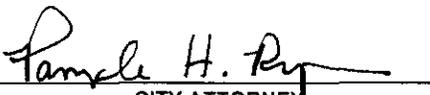
SECONDED BY: E. WADE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

D. SCHNYER AYE

D. WILSON AYE


PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

S. BLUE OUT

E. WADE AYE

DATE: 10/26/01

RESOLUTION NO. 204-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF TWO (2) ALLEN BRADLEY VARIABLE FREQUENCY DRIVERS (VFD) FROM MCDONALD DISTRIBUTORS OF FLORIDA; RIVIERA BEACH, FLORIDA, TO REGULATE THE WATER PRESSURE THROUGHOUT THE CITY OF RIVIERA BEACH AT A TOTAL COST OF \$41,170.00; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-4616.

WHEREAS, the City of Riviera Beach City Council approve the purchase of two (2) Allen Bradley Variable Frequency Drivers (VFD) with start-up kit and attachments from McDonald Distributors of Florida; Riviera Beach, Florida, to regulate the water pressure throughout the City which is located at the Utilities' Water Treatment Plant; and

WHEREAS, said VFD shall be purchased from McDonald Distributors of Florida; Riviera Beach, Florida at a total cost of \$41,170.00; and

WHEREAS, said pumps shall be purchased from Account Number 407-.

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 hereby authorized to approve the proposed purchase between vendor McDonald Distributors of Riviera Beach, Florida and the City of Riviera Beach in the amount of \$41,170.00.

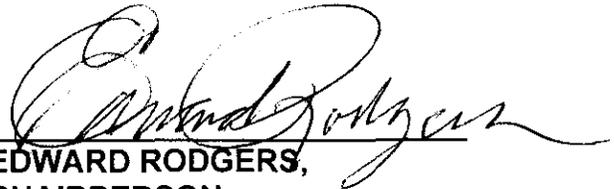
Section 2: That the City Council hereby accepts the invoice in the amount of \$41,170.00 and the Mayor and Interim Finance Director are authorized to make payments for same under Account Number 407-1437-5330-4616.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR

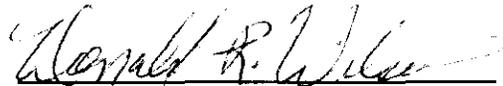


EDWARD RODGERS,
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON

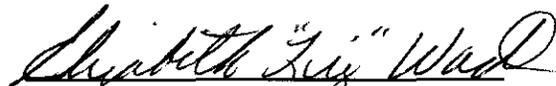
ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: E. WADE

E. RODGERS AYE

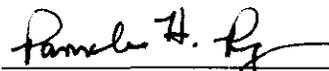
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 205-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL TO SETTLE THE MATTER OF VICTOR KHOURY V. CITY OF RIVIERA BEACH, CASE NO. CL 99-11794 AO, IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA, AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$18,595.00 AS COMPLETE AND FINAL SETTLEMENT; SAID AMOUNT SHALL BE PAID FROM THE CITY'S LOSS FUND ACCOUNT THROUGH GALLAGHER BASSETT SERVICES, INC., CLAIM NO. 000160-4747-EO-01.

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

SECTION ONE. That the City is hereby authorized to settle the matter of Victor Khoury v. City of Riviera Beach, Case No. CL 99-11784 AO, in the total amount of \$18,595.00 as complete and final settlement of the claim; said amount to be paid upon the execution of a *general release in favor of the City by Victor Khoury.*

SECTION TWO. That said amount shall be paid from the City's Loss Fund Account through Gallagher Bassett Services, Inc., Claim No. 000160-4747-EO-01.

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

PASSED and APPROVED this 7TH day of November, 2001.

APPROVED:

Michael D. Brown
Michael D. Brown
Mayor

Edward Rodgers
Edward Rodgers
Chairperson

Attest:

David G. Schnyer
David G. Schnyer
Chairperson Pro Tem

[Municipal Seal]
Carrie E. Ward
Carrie E. Ward, CMC/AE
City Clerk

Donald R. Wilson
Donald R. Wilson

Sylvia Lee Blue
Sylvia Lee Blue

Approved as to legal sufficiency:

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

Elizabeth "Liz" Wade
Elizabeth "Liz" Wade
Council members

Date: 10/19/01

Motioned by: D. WILSON

Seconded by: E. WADE

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

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that VICTOR KHOURY, his heirs, assigns, legal representatives, successors and personal representatives, hereinafter referred to as the Releasing Party, for and in consideration of the total sum of EIGHTEEN THOUSAND FIVE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$18,595.00), receipt of which is hereby acknowledged, have released, acquitted, and discharged, and by these presents do hereby release, acquit, and forever discharge THE CITY OF RIVIERA BEACH, any reinsurer or insurer thereof, their respective administrators, successors, assigns, employees, agents, attorneys, officers, directors, and representatives, hereinafter referred to as the Released Parties, of and from any and all claims, actions, causes of action, damages or demands, both compensatory and punitive, in whatever name or nature, in tort, in contract or by statute, in any manner arisen, arising, or growing out of any and all damages, expenses, or losses sought or claimed, of whatever name or nature, past, present, or future, which in any way arise out of or were the result of an accident occurring to VICTOR KHOURY on or about the 1ST day of July, 1999 in Palm Beach County, Florida.

This release covers any and all claims of the Releasing Parties for pain and suffering past, present and future; permanent disability; bodily injury; loss of earnings; loss of earning capacity; surgery, past, present, and future; hospital and medical expenses; expenses of any health care providers; pharmaceutical or drug expenses, whether past, present, or future; and any and all other claims of consequential damages and expenses which have arisen, arise, or which may hereafter arise out of the incidents or matters which were alleged in, or could have been alleged in Case No. CL99-11794 AO, in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida. Further, the Releasing Party hereby agrees to indemnify, to save, defend, and hold harmless the Released Party from and of any and all claims, subrogated interests, or liens of any third parties including, but not limited, to attorney's fee charging liens, any local county, city, state or federal government liens, Internal Revenue Service Liens, and any and all other subrogated interests or liens, regardless of their source. The Releasing Party acknowledges that it is his responsibility to satisfy any of the foregoing liens or subrogated interests from the proceeds of this settlement.

ALL PARTIES TO THIS GENERAL RELEASE ARE TO BEAR THEIR OWN RESPECTIVE ATTORNEY'S FEES AND COSTS.

It is understood and agreed that the payment made herein is not to be construed as an admission of any liability by or on behalf of the Released Party; but, instead, the monies being paid hereunder as consideration for this release are being given in order to avoid

litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Released Party.

To secure this settlement and the payment of the aforesaid sum, the undersigned hereby declares that he is of legal age and that he relies wholly upon his own judgment, belief, and knowledge of the nature, extent, and duration of his injuries, disabilities and damages and that no representations or statements about any such claims, past, present, or future, made by any physician, agent, adjuster, attorney, or employee of the Released Party, or their insurers, have influenced the undersigned in making or induced the undersigned to make this settlement.

It is further acknowledged that there is no agreement or compromise on the part of the Released Party to do or omit to do any act or thing not herein mentioned and that the within consideration is in full and complete settlement of any and all claims, damages, or demands to the undersigned for all claims arising from or out of any and all matters referenced in this release against the Released Party.

I HAVE READ THIS GENERAL RELEASE AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN AND THAT I HAVE DONE SO WITH THE ADVICE OF MY COUNSEL, CATHLEEN SCOTT, ESQUIRE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 2001.

Signed, sealed and delivered in the presence of:



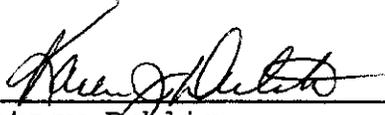
VICTOR KHOURY

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared VICTOR KHOURY to me

known to be the person described in, or has produced identification in the nature of _____, and who executed the foregoing instrument and who acknowledged before me that (he/she) executed the same.

WITNESS my hand and seal in the County and State last aforesaid this 21 day of November, 2001.



Notary Public

(Print, Type or Stamp) _____
Name of Notary Public

	KAREN J. DUTCHER Notary Public, State of Florida No. CC986746
--	---

My Commission Expires: 11-8-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THAT THE 2001-2002 LIBRARY BUDGET BE AMENDED BY RECLASSIFYING THE CLASSIFIED POSITION OF STAFF ASSISTANT II TO THE CLASSIFIED POSITION OF SENIOR STAFF ASSISTANT UNDER CLASS TITLE CLERICAL & RELATED AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, with the recent approval of the Information System and Resource Sharing in the county and state, additional duties and responsibilities will be required to handle this and other high level technical administrative workload; and

WHEREAS, the Riviera Beach Public Library requests a reclassification of the position of Staff Assistant II to Senior Staff Assistant to meet the demands of an increased workload.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA TO AMEND THE LIBRARY BUDGET TO WIT:

Section 1. That the City council authorizes the reclassification:

FROM			
CLASS TITLE	POSITION	RANGE	SALARY
CLERICAL & RELATED	Staff Assistant II	G-23	\$21,074-\$33,894
TO			
CLASS TITLE	POSITION	RANGE	SALARY
CLERICAL & RELATED	Senior Staff Assistant	G-27	\$24,242-\$38,288

PASSED and ADOPTED this 7TH day of NOVEMBER 2001.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS,
CHAIRPERSON

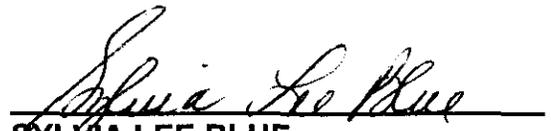
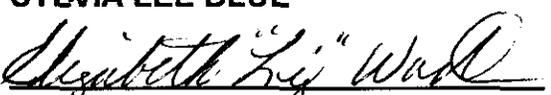

DAVID G. SCHNYER,
CHAIR PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AEE
CITY CLERK


SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. WADE

SECONDED BY: D. WILSON

E. RODGERS AYE

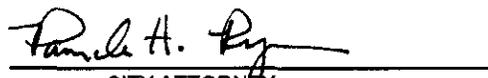
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

Date: 10/26/01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE CONTRACT FOR PROFESSIONAL SERVICES FOR INTERIOR RENOVATIONS TO THE POLICE DEPARTMENT TO SONG & ASSOCIATES, INC., WEST PALM BEACH, FLORIDA, IN THE AMOUNT OF \$62,700 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AGREEMENT, WHICH FORMS A PART OF THIS RESOLUTION AND PROVIDING AN EFFECTIVE DATE; AND FURTHER AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 305-0817-5210-4602.

WHEREAS, An assessment was conducted by OSHA throughout the Police Department under the authority of Chapter 442 of the Florida Statutes; and

WHEREAS, Upon review of the assessment report, certain conditions were identified and recommended for immediate action; and

WHEREAS, Song & Associates, Inc. was qualified by the City to perform Architectural Services on similar projects including preparation of plans and bid documents.

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

SECTION 1: That the contract for Professional Architectural Services comprising of Schematic Design, Design Development, Construction Documents, Bidding and Construction Observation for the interior renovations to the Police Department be approved for Song & Associates, Inc., of West Palm Beach, Florida to provide said services in the amount of \$62,700.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute the Contract for Consulting/Professional Services on behalf of the City.

SECTION 3: A copy of the Contract Agreement is attached hereto and made a part thereof.

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

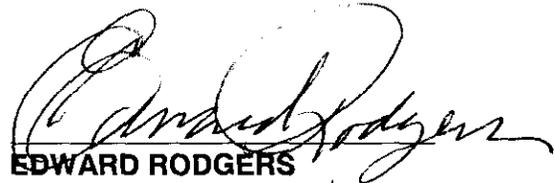
PASSED and APPROVED this 7TH day of NOVEMBER 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)



EDWARD RODGERS
CHAIRPERSON



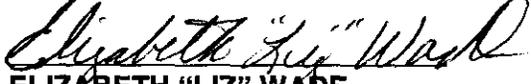
DAVID G. SCHNYER
CHAIR PRO-TEM



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCILMEMBERS

ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK

MOTIONED BY: S. BLUE

SECONDED BY: D. WILSON

E. RODGERS AYE

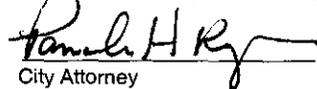
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

Reviewed as to Legal Sufficiency



City Attorney
City of Riviera Beach

Date: 10/26/01



CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 07 day of November, 2001, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Song + Associates, Inc., 400 Australian Avenue South, 6th Floor, West Palm Beach, Florida 33401.

Song + Associates, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the ARCHITECT, whose Federal I.D. number is 65-0848859.

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

ARTICLE 1-SERVICES

The ARCHITECT'S responsibility under this Contract is to provide architectural services in the area of City of Riviera Beach Police Department, Interior Renovations, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be City Manager or Designee, telephone number 561-845-4010.

ARTICLE 2-SCHEDULE

The ARCHITECT shall commence services within ten (10) calendar days of official notification to proceed and complete all services within 270 calendar days from receipt of signed Contract. The rate of progress and time of completion being essential conditions of this Contract Agreement.

The Scope of Work to be completed within this schedule are identified in Exhibit A as two distinct components, each to be designed, developed and constructed within the same time schedule as defined above. These components shall be identified as Component A and Component B.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3-PAYMENTS TO ARCHITECT

- A. The CITY agrees to compensate the ARCHITECT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of

this contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the ARCHITECT for any travel costs incurred as a direct result of the ARCHITECTS providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", attached hereto and made part hereof.

- B. Invoices received from the ARCHITECT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ARCHITECT will clearly state "final invoice" on the ARCHITECT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the ARCHITECT.

ARTICLE 4-TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 5-TERMINATION

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

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

ARTICLE 6-PERSONNEL

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

All of the services required hereinunder shall be performed by the ARCHITECT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

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

ARTICLE 7-SUBCONTRACTING

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

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

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

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

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

ARTICLE 8-FEDERAL AND STATE TAX

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

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

ARTICLE 9-AVAILABILITY OF FUNDS

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

ARTICLE 10-INSURANCE

- A. Prior to execution of this Contract by the CITY the ARCHITECT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the ARCHITECT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the ARCHITECT of its liability and obligations under this Contract.
- B. The ARCHITECT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The ARCHITECT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the ARCHITECT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the ARCHITECT or by anyone directly employed by or contracting with the ARCHITECT.
- D. The ARCHITECT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the ARCHITECT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the ARCHITECT or by anyone directly or indirectly employed by the ARCHITECT.
- E. The ARCHITECT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the ARCHITECT shall specifically include the CITY as an Additional Insured".

ARTICLE 11-INDEMNIFICATION

The ARCHITECT agrees to indemnify, defend, protect, and hold harmless the CITY OF RIVIERA BEACH, its Council members, officers, employees, and agents from and against any and all claims, demands liability, losses, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense including appeals, directly or proximately resulting from ARCHITECT'S activities undertaken pursuant to this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 12-SUCCESSORS AND ASSIGNS

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

ARTICLE 13-REMEDIES

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

ARTICLE 14-CONFLICT OF INTEREST

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

The ARCHITECT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the

ARCHITECT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ARCHITECT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the ARCHITECT. The CITY agrees to notify the ARCHITECT of its opinion by certified mail within thirty (30) days of receipt of notification by the ARCHITECT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ARCHITECT, the CITY shall so state in the notification and the ARCHITECT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the ARCHITECT under the terms of this Contract.

ARTICLE 15-EXCUSABLE DELAYS

The ARCHITECT shall not be considered in default by reason of any failure in performance if such failures arises out of causes reasonably beyond the control of the ARCHITECT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

ARTICLE 16-ARREARS

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

ARTICLE 17-DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

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

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

ARTICLE 18-INDEPENDENT CONTRACTOR RELATIONSHIP

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

The ARCHITECT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19-CONTINGENT FEES

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

ARTICLE 20-ACCESS AND AUDITS

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

ARTICLE 21-NONDISCRIMINATION

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

ARTICLE 22- ENFORCEMENT COSTS

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

ARTICLE 23- AUTHORITY TO PRACTICE

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

ARTICLE 24- SEVERABILITY

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

ARTICLE 25-PUBLIC ENTITY CRIMES

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

ARTICLE 26- MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ARCHITECT of the CITY'S notification of a contemplated change, the ARCHITECT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the ARCHITECT'S ability to meet the completion dates or schedules of this Contract.

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the ARCHITECT shall not commence work on any such change until such written amendment is signed by the ARCHITECT and approved and executed by the City of Riviera Beach.

ARTICLE 27- NOTICE

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

**William E. Wilkins, City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404**

**Veronique Rellford
Director of Purchasing
2391 Avenue L
Riviera Beach, Florida 33404**

and if sent to the ARCHITECT shall be mailed to:

**Peter Gilstad, Vice President
Song + Associates, Inc.
400 Australian Avenue South
6th Floor
West Palm Beach, Florida 33401**

EXHIBIT "A"

I. Scope of Work:

A. Design and Construction Document Services

1. Provide design and documentation services to include the following:
 - Verify existing conditions through site visits, staff interviews and by information as provided by as-built documents.
 - Preliminary design and final documentation and specifications for the renovation.
 - Coordination services between City personnel and the consultants.
 - Review and approval meetings with City personnel.
2. Mechanical / Electrical / Plumbing / Engineering Services
 - Provide minor modification of Mechanical / Electrical / Plumbing services, engineering design and documentation services if incurred; however, if at any time during the building investigation period any of the consultants discover that any of the building systems need to be analyzed and redesigned, this service shall be performed as an additional service.

B. Bidding / Negotiation Services:

1. Assist the Owner with Construction Bidding, preparation of addenda, clarifications during the bidding process, review of bids and the Owner / Contractor Agreement.

C. Construction Administration:

1. Periodic site observation visits, in order to review the progress and quality of work for conformance with the construction documents.
2. Shop drawing review and approval.
3. Review and approval of contractor's applications for payment.
4. Preparation of construction clarifications and supplemental drawings as may be necessary for the completion of work.
5. Substantial completion comprehensive punch list.
6. Final completion review and architect certification.

D. Assumptions:

1. Accurate as-built drawings have been provided. Additional field verification services are included based on visual observation and limited exploratory investigations.
2. Major changes to the Scope of Work after documentation completion will be based on architectural / engineering additional services.
3. Handicap accessibility standards and requirements for review of the existing building are not part of the scope of work. Any investigative work to assess, and documentation work to find and correct any accessibility deficiencies are not included.
4. Coordination of modular trailer for temporary housing preparation is not part of the scope of work.

E. Components of Design and Construction:

1. The following groups of construction are identified as Component A and Component B. They are generally described as those required improvements for new finishes and air quality (Component A) and for requested improvements to various other interior areas of finishes and repairs (Component B).
2. Component A Scope of Work shall include the following general items:
 - Refinishing of selected (from Owner list) room surfaces (walls, floors, casework re-laminating, ceilings).
 - Indoor air quality improvements – replacement of water-damaged walls / flooring, cleaning of affected air distribution systems, test and balance efforts for air distribution improvements, supply / exhaust air system improvements for toilet rooms.
 - Replacement of damaged/defective electrical power conduit and devices.
 - Wall repairs due to water intrusion damage including insulation removal and reinstallation, finish work and paint.
 - Floor repair due to water intrusion damage, including removal of flooring and the provision of required repair work.
 - Ceramic tile replacement in the first floor public restrooms and staff toilet rooms.
 - Darkroom improvements.
 - Miscellaneous repairs to staff toilet room.

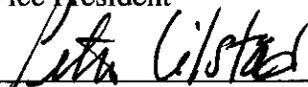
3. Component B Scope of Work shall include the following general items:

- Re-finishing of fluted block in the lobby.
- Replacement of first floor public corridor floor tile.
- Renovation of holding cells and doors / hardware.
- Repair of stair treads / replacement of stair handrail.
- Removal of existing wood paneling (in offices) and repairs required.
- Repair to / reconfiguration / addition of staff shower first floor.
- Replacement of vehicle sallyport roll-down security garage doors.

The following breakdown represents the various time periods dedicated to each component of work equal to the 270 calendar days as referred to in Article 2-Schedule of the Contract:

- | | | |
|-----|------------------------|------------|
| 1. | City Council Approval | |
| 2. | Commence Work | |
| 3. | Schematic Design | (2 Weeks) |
| 4. | Design Development | (3 Weeks) |
| 5. | Owner Review | (1 Week) |
| 6. | Construction Documents | (4 Weeks) |
| 7. | Owner Review | (1 Week) |
| 8. | Bidding | (3 Weeks) |
| 9. | Negotiation | (1 Week) |
| 10. | Permit | (3 Weeks) |
| 11. | Construction | (20 Weeks) |

Peter Gilstad, AIA
Vice President



Signature

10.22.01

Date

EXHIBIT "B"

I. Fees

Component A Scope of Services will be provided for a lump sum amount of Thirty Eight Thousand Seven Hundred Dollars (\$38,700). Component B Scope of Services will be provided for a lump sum amount of Twenty Four Thousand Dollars (\$24,000).

The Scope of Work shall consist of both Component A and Component B, both to be designed, developed and constructed as one project. The Components are identified as unique work groups for the purpose of services fee relationships and breakdown. The Owner will be invoiced on a monthly basis. Payments shall be made at the end of each month upon presentation of the ARCHITECT'S invoice of services rendered or expenses incurred.

II. In addition to the stipulated work outlined above, it may be necessary, as requested by the Owner, to perform additional services. When requested by Owner, these services will be performed on an hourly basis at the following rates:

Principal	\$150.00/per Hour
Professional Level I:	\$115.00/per Hour
Professional Level II:	\$ 95.00/per Hour
Professional Level III:	\$ 75.00/per Hour
CADD Level I:	\$ 95.00/per Hour
CADD Level II:	\$ 75.00/per Hour
CADD Level III:	\$ 60.00/per Hour
Administrative Level I:	\$115.00/per Hour
Administrative Level II:	\$ 55.00/per Hour
Administrative Level III:	\$ 35.00/per Hour

Reimbursable Expenses

Song + Associates shall be paid for all reimbursable expenses such as blueprinting, reproductions, postage, newspaper advertising, long distance telephone charges, professional renderings, models and material boards, which may be required for project approval in addition to the basic compensation rate at a rate of 1.2 times the actual amount.

Peter Gilstad, AIA
Vice President

Peter Gilstad
Signature

10.22.01
Date

RESOLUTION NO. 208-01

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 AGREEMENT OF THE EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY (ECRWWTF) AND CITY OF RIVIERA BEACH FOR THE IMPLEMENTATION AND ENFORCEMENT OF THE CITY OF RIVIERA BEACH PRETREATMENT ORDINANCE #2892.

WHEREAS, the City of Riviera Beach executes the Agreement for the implementation and enforcement of the City of Riviera Beach Pretreatment Ordinance #2892.

WHEREAS, these Agreements are mandated by the State of Florida Department of Environmental Protection (FDEP) and pursuant to the requirements set forth in Rule 62-625 Florida Administrative Code, which provides for the health, safety and welfare of the citizens of the City of Riviera Beach and for the protection of the environment.

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

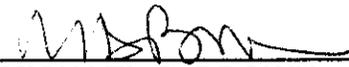
Section 1: That the Mayor and City Clerk are hereby authorized to execute the Agreement of the East Central Regional Wastewater Treatment Facilities with the City of Riviera Beach.

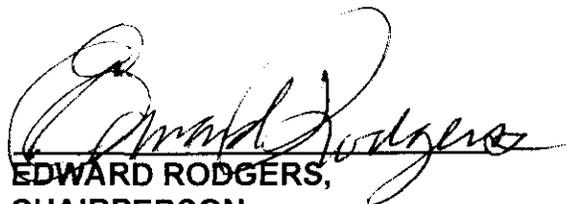
Section 2: That the City Council hereby accepts the Agreement of the East Central Regional Wastewater Treatment Facility (ECRWWTF) for the implementation and enforcement of the City of Riviera Beach Pretreatment Ordinance #2892.

Section 3: That a copy of the Agreement between the East Central Regional Wastewater Treatment Facilities and the City of Riviera Beach shall be attached hereto and made a part of this Resolution.

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

APPROVED:


MICHAEL D. BROWN,
MAYOR

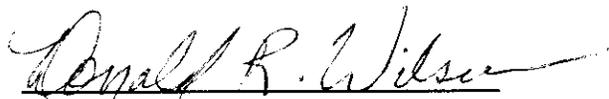

EDWARD RODGERS,
CHAIRPERSON

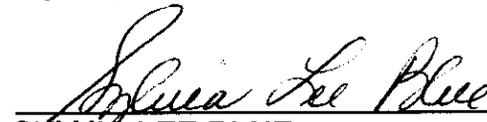

DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: S. BLUE

E. RODGERS AYE

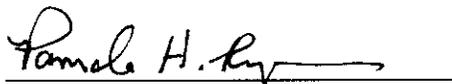
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 209-01

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 AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND THE CITY OF RIVIERA BEACH FOR THE IMPLEMENTATION AND ENFORCEMENT OF THE CITY OF RIVIERA BEACH PRETREATMENT ORDINANCE #2892.

WHEREAS, the City of Riviera Beach executes the Agreement for the implementation and enforcement of the City of Riviera Beach Pretreatment Ordinance #2892.

WHEREAS, the agreement is mandated by the State of Florida Department of Environmental Protection (FDEP) and pursuant to the requirements set forth in Rule 62-625 Florida Administrative Code, which provides for the health, safety and welfare of the citizens of the City of Riviera Beach and for the protection of the environment.

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 hereby authorized to execute the Agreement between the City of West Palm Beach and the City of Riviera Beach.

Section 2: That the City Council hereby accepts the Agreement of the City of West Palm Beach and the City of Riviera Beach for the implementation and enforcement of the City of Riviera Beach Pretreatment Ordinance #2892.

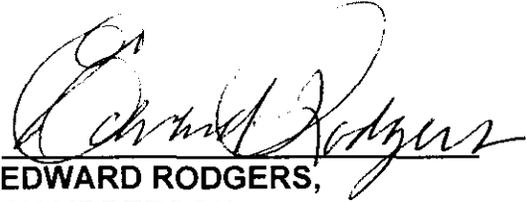
Section 3: That a copy of the Agreement of the City of West Palm Beach shall be attached hereto and made a part of this Resolution.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR

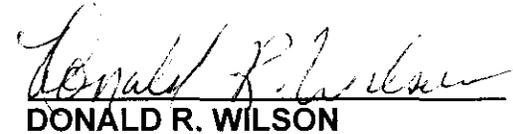


EDWARD RODGERS,
CHAIRPERSON



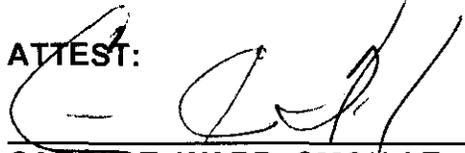
DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON

ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: 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: 10/26/01

RESOLUTION NO. 210-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FROM AQUIFER MAINTENANCE AND PERFORMANCE SYSTEMS, INC. (AMPS) OF DAVIE, FLORIDA TO PERFORM VIDEO OF THE UTILITIES DEPARTMENT'S RAW WATER PRODUCTION WELLS UNDER A "PIGGY-BACK" BID TO THE CITY OF DELRAY BEACH CONTRACT NO. 98-50 AT A COST OF \$47,250.00 (\$1,750.00 PER WELL); AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606

WHEREAS, the City of Riviera Beach City Council accepts the proposal by AMPS, Inc. of Davie, Florida for video of the Utilities Department's Raw Water Production Wells under a "Piggy-Back" Contract Bid No. 98-50 to the City of Delray Beach; and

WHEREAS, the primary purpose of these video is to reflect the present condition of each production well and will determine if a restoration (wellhead & pump removal, specific capacity test, acidification and disinfection) is needed; and

WHEREAS, said proposal shall be awarded from Account No. 402-1437-5330-4606.

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

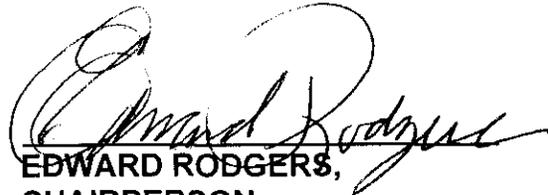
Section 1: That the City Council hereby approves payment in the amount of \$42,250.00 (\$1,750.00 per well) to AMPS, Inc. for video inspections of the Utilities Department's Raw Water Production Wells.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account No. 402-1437-5330-4606.

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

APPROVED:

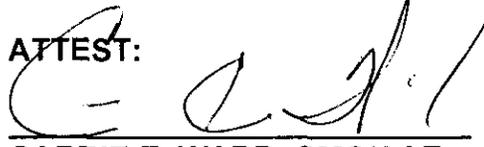

MICHAEL D. BROWN,
MAYOR

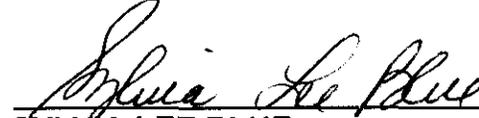

EDWARD RODGERS,
CHAIRPERSON

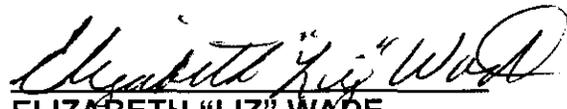

DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: S. BLUE

E. RODGERS AYE

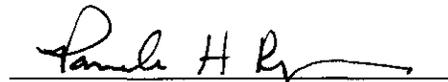
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 211-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FROM SELECT CONTRACTING, INC. OF RIVIERA BEACH, FLORIDA FOR THE PARTIAL REPLACEMENT OF THE 18" FORCE MAIN AT AVENUE "U" MASTER LIFT STATION AT A COST OF \$55,840.00; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-000-5350-4604

WHEREAS, the City of Riviera Beach City Council approves the proposal by Select Contracting, Inc. for the partial replacement of the existing 18" Force Main at Avenue "U" Lift Station; and

WHEREAS, the primary purpose of the proposed project is to partially replace the section of the force main, which has a high concentration of hydrogen sulfide. This is a very highly corrosive gas; and

WHEREAS, said proposal shall be awarded from Account No. 402-0000-5350-4604.

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

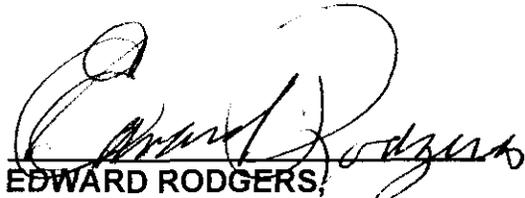
Section 1: That the City Council hereby approves payment in the amount of \$55,840.00 to Select Contracting, Inc. for the partial replacement of the existing 18" Force Main at Avenue "U" Lift Station.

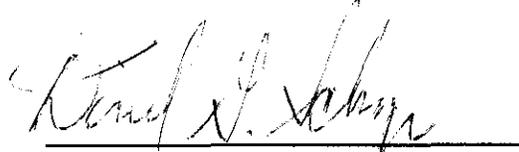
Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account No. 402-0000-5350-4604.

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

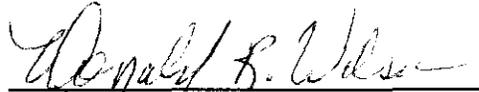
APPROVED:


MICHAEL D. BROWN,
MAYOR


EDWARD RODGERS,
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM

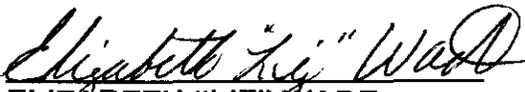
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AEE
CITY CLERK


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


PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 212-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE COST PROPOSAL BY BAE SYSTEMS/ADR OF PITTSBURGH, PENNSYLVANIA IN THE AMOUNT OF \$16,793.00 FOR THE NEW ANALYTICAL AERIAL TRIANGULATION SYSTEM TO UPDATE RAGIS AREA #8 IN R43, TWP 42, SECTION 29; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-6404.

WHEREAS, the City of Riviera Beach City Council accepts the upgrade of RAGIS in Area #8 in R43, TWP 42, Section 29 for the new analytical aerial triangulation system; and

WHEREAS, the primary purpose of this upgrade is to include these new areas in the mapping to include several major infrastructures that has been either added or replaced with new potable water pipes features such as sanitary manholes; fire hydrants, and water valves; and

WHEREAS, this upgrade will be administered by BAE Systems/ADR at a cost of \$16,793.00; and

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

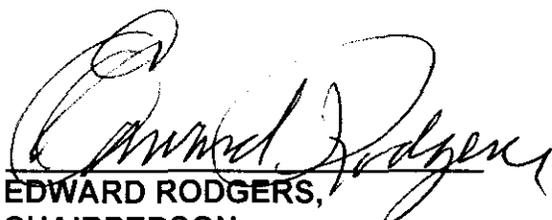
Section 1: That the City of Riviera Beach, Palm Beach County, Florida, does hereby approve the upgrade of RAGIS to add the new analytical aerial triangulation system from BAE Systems/ADR at a cost of \$16,793.00.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for the upgrade of RAGIS for it under Account Number: 401-1417-5360-6404.

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

APPROVED:


MICHAEL D. BROWN,
MAYOR


EDWARD RODGERS,
CHAIRPERSON

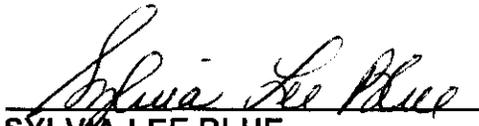

DAVID G. SCHNYER
CHAIR PRO-TEM

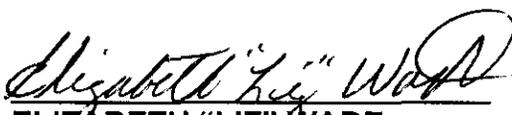
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. WILSON

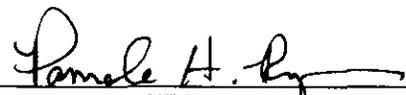
SECONDED BY: E. WADE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

D. SCHNYER AYE

D. WILSON AYE


CITY ATTORNEY
CITY OF RIVIERA BEACH

S. BLUE AYE

E. WADE AYE

DATE: 10/26/01

RESOLUTION NO. 213-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO SELECT CONTRACTING, INC. OF RIVIERA BEACH, FLORIDA IN THE AMOUNT OF \$16,941.69 FOR WORK COMPLETED ON AN EMERGENCY BASIS TO REPAIR A SEWER LATERAL BREAK AT AVENUE "L". SELECT CONTRACTING, INC. ALSO REPAIRED A SINKHOLE AT THE MASTER LIFT STATION ON AVENUE "U" SIMULTANEOUSLY; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606.

WHEREAS, on September 18, 2001, the Utilities Department experienced a sewer lateral break at Avenue "L". During the same time, a sinkhole had formed in the middle of the road at 909 Avenue "U" in front of Master Lift Station #50; and

WHEREAS, Select Contracting, Inc. was the only available contractor to perform the work after several attempts by staff to contact several other contractors to complete this emergency work; and

WHEREAS, Staff recommends that City Council approve payment to Select Contracting, Inc. for work done on an emergency basis at Avenues "L" and "U".

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

Section 1: That the City Council hereby accepts the invoiced amount submitted by Select Contracting, Inc. and approves said payment to Select Contracting, Inc. in the amount of \$16,941.69 for the repair of a sewer lateral break at Avenue "L" and sinkhole repair at Avenue "U" Master Lift Station #50.

Section 2: The Mayor and Finance Director are authorized to make payment for same under Account No. 402-1437-5330-4606.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR



EDWARD RODGERS,
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON

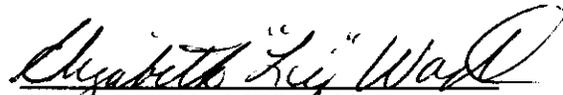
ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: S. BLUE

E. RODGERS AYE

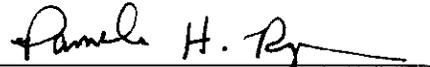
D. SCHNYER AYE

D. WILSON AYE

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. RY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/26/01

RESOLUTION NO. 214-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO RETROACTIVELY APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$269,000 IN GENERAL FUND ACCOUNT NUMBER 001-00-399999.

WHEREAS, the City was ordered to make back pay compensation to Lieutenants in the Police Department; and

WHEREAS, these funds represent the settlement payment to Gilles for \$251,000 and an advance to Pfefferkorn in the amount of \$18,000, and

WHEREAS, these funds were taken out of the Police Departments salary account for fiscal year 2000-2001 and funds need to be appropriated at this time.

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

SECTION 1. That the Finance Director is authorized to retroactively appropriate Fund Balance in the General Fund:

REVENUE

001-399-999	Appropriation of Fund Balance	\$269,000
-------------	-------------------------------	-----------

EXPENDITURE

001-0818-5210-1201	Police Department Salary Account	\$269,000
--------------------	----------------------------------	-----------

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

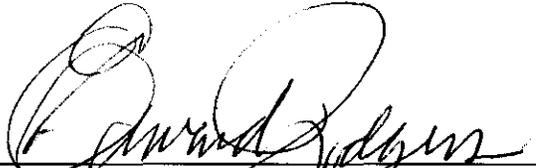
PASSED AND APPROVED this 7TH day of NOVEMBER, 2001.

RESOLUTION NO. 214-01

PAGE 2

APPROVED:

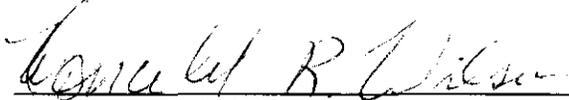

MICHAEL BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

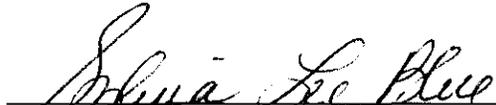
(MUNICIPAL SEAL)

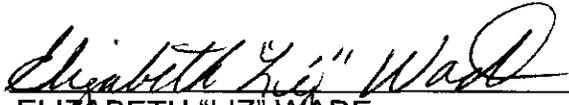

DAVID SCHNYER, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCILMEMBERS

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: 10/30/01

RESOLUTION NO. 215-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A FINAL ORDER DENYING THE APPLICATION OF AHRENS COMPANIES FOR A ZONING CHANGE FOR PROPERTY LOCATED ALONG THE EAST SIDE OF CONGRESS AVENUE FROM PALM BEACH COUNTY INDUSTRIAL TO CITY OF RIVIERA BEACH LIMITED INDUSTRIAL, AND AUTHORIZING THE CHAIRPERSON OF THE CITY COUNCIL TO EXECUTE THE SAME; PROVIDING AN EFFECTIVE DATE.

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

SECTION ONE. That the Final Order denying the application of Ahrens Companies for a zoning change is hereby approved.

SECTION TWO. The Chairperson of the City Council is authorized to execute the Final Order on behalf of the City Council.

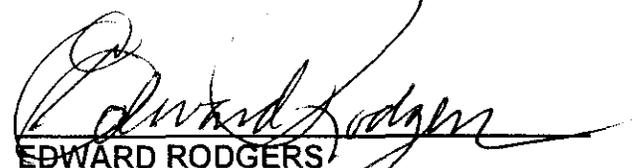
SECTION THREE. This Resolution shall take effect immediately upon approval by the City Council.

PASSED and APPROVED this 7TH day of November, 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
CITY CLERK, CMC/AAE



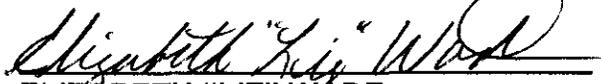
DAVID G. SCHNYER
CHAIRPERSON PRO TEM



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
CITY COUNCIL

RESOLUTION NO. 215-01
-2-

APPROVED AS TO LEGAL SUFFICIENCY

BY: Pamela H. Ryan
PAMALA H. RYAN
CITY ATTORNEY

DATE: 10/30/01

MOTIONED BY: E. WADE
SECONDED BY: D. SCHNYER

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

[PHR:dpm:103001]

**FINAL ORDER ON APPLICATION OF AHRENS COMPANIES
FOR A ZONING CHANGE FOR PROPERTY LOCATED ALONG
THE EAST SIDE OF CONGRESS AVENUE FROM PALM BEACH
COUNTY INDUSTRIAL TO CITY OF RIVIERA BEACH LIMITED
INDUSTRIAL ITEM NUMBER 8, COUNCIL MEETING AUGUST
15, 2001**

Pursuant to the provisions of Section 2-43 through 46 of the City of Riviera Beach's Code of Ordinances, the City Council of the City of Riviera Beach conducted a quasi-judicial proceeding on August 15, 2001, on the application of Ahrens Companies for property owned by Atlas Signs under contract with P-4 Partners, Ltd. Said application was to zone certain property described in the application as City of Riviera Beach limited industrial (IL) classification.

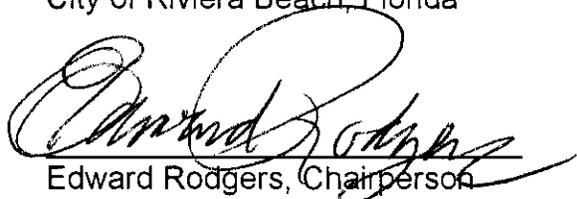
The City Council deliberated on the Petition, discussed the evidence that was presented at the proceeding, and voted on the Petition. In so doing, the City Council considered whether the Petitioner's request was consistent with the City's Comprehensive Plan. Based upon the foregoing, it is the decision of the City Council of Riviera Beach, by a 5 – 0 vote, as follows:

1. Based on all the evidence presented, and specifically the staff report, including the report of James LaRue, the City Council finds that an IL zoning classification is inappropriate for this property, but that a residential zoning classification and comprehensive plan category is appropriate.
2. That the City always intended for the property to be zoned residential.
3. That there is no reason to record this Final Order in the Public Records, and thus it shall not be.

DONE AND ORDERED this 07 day of November, 2001.

Approved:

City of Riviera Beach, Florida


Edward Rodgers, Chairperson
City Council

Reviewed as to legal sufficiency

By: 
PAMALA H. RYAN
City Attorney

Date: 10/30/01

216-01

RESOLUTION NO. 216-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ("CITY"), AGREEING TO SETTLE THE PENDING LITIGATION WITH PALM BEACH CASINOS, INC. F/K/A RIVIERA INTERNATIONAL CASINOS, INC. ("RICI") BY AUTHORIZING CITY STAFF TO ENTER INTO CONTRACT NEGOTIATIONS WITH RICI TO DRAFT A FORMAL AGREEMENT FOR LEASING PART OF THE CITY OF RIVIERA BEACH MUNICIPAL MARINA ("CITY MARINA") TO RICI FOR THE PURPOSE OF OPERATING A DAY-CRUISE GAMING OPERATION AND TO SETTLE THE PENDING LITIGATION; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, on November 1, 2001, the City attended mandatory mediation in the case of Palm Beach Casinos, Inc. f/k/a Riviera International Casinos, Inc. v. City of Riviera Beach, Florida and City of Riviera Beach Municipal Marina, Case No. CA01-07961 AO, in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida ("Litigation"), where the City entered into a proposed Agreement (attached as Exhibit A) with Palm Beach Casinos, Inc. f/k/a Riviera International Casinos, Inc., ("RICI") to lease part of the City Marina to RICI for the purpose of operating a day cruise gaming operation and to settle the litigation; and

WHEREAS, since the mediation, the City has made certain proposed amendments and additions (attached as Exhibit B) to the Agreement for consideration by the City Council and RICI.

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 agrees to settle the pending Litigation between the City and RICI by authorizing City staff to enter into contract negotiations with RICI to draft a formal agreement for leasing part of the City Marina to RICI for the purpose of operating a day-cruise gaming operation and to settle the pending Litigation.

SECTION 3. Any formal agreement shall contain the City's proposed amendments and additions as outlined in Exhibit B.

SECTION 4. Any formal agreement reached by CITY staff and RICl shall be approved by the City Council pursuant to a resolution.

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

PASSED and APPROVED this _____ day of _____, 2001.

APPROVED:

Michael Brown
Mayor

Edward Rodgers
Chairperson

Attest:

David G. Schnyer
Chairperson Pro-Tem

[Municipal Seal]

Carrie E. Ward, CMC/AE
City Clerk

Donald R. Wilson

Sylvia Lee Blue

Elizabeth "Liz" Wade
Council Members

Motioned by: E. Wade

Seconded by: _____

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

Approved as to legal sufficiency

By: Daniel H. Ryan
City Attorney

Date: 11/7/01

Agreement RECEIVED 11-1-01

RICI = Palm Beach Casinos, Inc.

NOV 05 2001

1. TERM: 5 YEARS, STARTING ^{upon execution of lease} AT ~~CITY AT~~ ~~WAYNE'S OFFICE~~ ~~0501~~ ~~1~~ ~~2001~~

2. Personal Guarantee ^{of wharfage, dockage, & financial obligations of boat} ~~of~~ ^{by Rick Mason} ~~of~~ ^{James Granquist} ~~Guarantor~~ ~~Mason~~ ^{to}

PROVIDE VERIFICATION OF PERSONAL WEALTH up to financial limits of lease.

3. PAYMENTS:

• \$140,000.00 to City AT TIME OF LEASE SIGNING by all parties.

• DOCKAGE AT CITY'S ^{THEN} ACCURRENT RATE, STARTING AT ~~TIME~~ ^{of lease} ~~OF BOAT IS BROUGHT TO SITE (CITY MAY LEASE SPACE UNTIL 15TH DAY)~~

• WHARFAGE FEE \$2.75 / passenger WITH \$13,750.00 MONTHLY GUARANTEE for lease term.

• ~~1ST 9 MONTHS~~ ^{at lease signing} ~~OF~~ WHARFAGE FEE PAID ~~IN ADVANCE~~ AT RATE OF \$13,750.00 / MONTH ~~(\$)~~ ^(\$) (FROM OCT. 1, 2001 THROUGH DATE ~~THE~~ 9 MONTHS FROM LEASE SIGNING)

4. RICI TO HAVE SHIP AT SITE BY NO LATER THAN 9 MONTHS FROM LEASE SIGNING; FAILURE TO DO SO TERMINATES AGREEMENT & personal guaranty.

5. BOAT REQUIREMENTS:

• 400 PASSENGER CAPACITY MIN.

• 2 TRIPS / DAY, weather permitting & force majeure clause.

6. Security DEPOSIT: \$50,000.00 PAYABLE AT TIME BOAT BROUGHT TO SITE, refundable at conclusion of lease.

7. RICI MAY NOT ASSIGN AGREEMENT

8. SETTLEMENT SUBJECT TO CITY COUNCIL APPROVAL ^{on Nov. 7, 2001.} ~~THE PARTIES' AGREEMENT~~ ~~AND MATERIALS~~ ~~TO~~ ~~BE~~ ~~PRESENTED~~ ~~TO~~ ~~CITY~~ ~~COUNCIL~~, ~~ENCOMPASSING~~ ~~TERMS~~ ~~OF~~ ~~WRITTEN~~ ~~CONTRACT~~ ~~LEASE~~ herein and standard contract language. Shall prepare written lease to be presented to City Council, encompassing terms

9. CITY COUNCIL TO HOLD EXECUTIVE SESSION ON NOV 6 + PUBLIC HEARING (ASSUMING COUNCIL REACTS FAVORABLY ON NOV. 6 AT EXEC SESSION) ON NOV. 7, 2001 TO approve settlement.

10. DREDGING: RICI TO PERFORM, AT ITS EXPENSE, ALL DREDGING WORK NECESSARY TO ACCOMMODATE > 8 FOOT DRAFT. RICI MUST OBTAIN ALL PERMITS WITH CITY TO ASSIST IN GOOD FAITH

11. RICI SHALL INDEMNIFY + HOLD CITY HARMLESS FROM ANY CLAIM RAISED BY 3514 SO. OCEAN DR. OR SUB CRUZ CASTROS, LLC, REGARDING 1996 & 1998 Agreements.

12. CAPITAL IMPROVEMENTS: RICI TO REMOVE OLD FOUNDATION FOR TRAILERS, CONSTRUCT NEW FOUNDATION + BRING IN SALES OFFICES

13. CITY TO SEND ^{OUT} RFP PRIOR TO NOV. 7, 2001 PUBLIC HEARING, BUT AGREES TO:

- INCLUDE PROVISION AUTHORIZING WITHDRAWAL UPON APPROVAL OF RICI SETTLEMENT

Mutual

14. RELEASES: EXCHANGED SIMULTANEOUSLY WITH EXECUTION OF FINAL WRITTEN ^{lease} CONTRACT, COVERING ALL CLAIMS RAISED OR COULD HAVE BEEN RAISED IN LAWSUIT

15. WRITTEN FINAL LEASE TO BE COMPLETED + EXECUTED WITHIN 30 DAYS OF NOV. 7 PUBLIC HEARING

CITY OF RIVIERA BEACH

counter
i. Insurance

By: William E. Willis

WILLIAM E. WILLIS CITY MANAGER

11-1-2001

By: [Signature]

BRYAN GREENBERG

PALM BEACH CASINOS, INC.

By: [Signature]
Richard C. Mason

Its: Chairman + President

By: [Signature]
Jerome M. Mulay

Its: Chief Financial Officer

**Additions/Modifications to Mediated Settlement Agreement
With Palm Beach Casinos, Inc. (RICI)**

MODIFICATIONS TO MEDIATED AGREEMENT

1. ¶ 2- RICI to provide verification of personal wealth to City of guarantor by November 15, 2001.
2. ¶ 5- City to have right to inspect ship prior to docking at Marina to assure capacity, seaworthiness and safety of ship
3. ¶ 7- Prohibition on assignment also prohibits RICI from selling substantially all of the assets of the company. RICI's shareholders also may not circumvent the prohibition on assignment by selling a majority interest in the stock of the corporation or by subletting the berth to another entity.
4. ¶ 11- RICI's indemnification shall also cover claims by RICI employees, claims by passengers and claims by third parties for personal injury or property damage caused through RICI's operation of gaming vessel
5. ¶ 12- New foundation for trailers will not be located in same location as old foundation. City to provide RICI with options for location of new ticket office, none of which will be in Bicentennial Park

ADDITIONAL TERMS TO BE INCLUDED (IN ADDITION TO STANDARD OR TYPICAL CONTRACT LANGUAGE)

1. RICI must provide reasonable security for its passengers at arrival and departure of vessel, along with protection of cars
2. RICI must remove ship from dock if imminent threat of substantial damage from fire, weather or other source
3. RICI must provide the following insurance coverage, with the City named as an additional insured and the City entitled to receive notice from the insurance company(s) ten (10) days prior to termination or cancellation:
 - \$1,000,000 workers compensation including longshoreman's coverage
 - \$1,000,000 business automobile coverage for vehicles used by RICI in operation of business
 - \$1,000,000 commercial general liability, which must specifically include cost to remove and/or salvage vessel should it be abandoned
 - \$200,000 protection & indemnity per person, up to ship's maximum capacity, per occurrence

4. RIC I may not engage in or authorize any conduct on the ship that is offensive to the community and which could place the City in disrepute
5. RIC I shall be responsible for all costs of collection of refuse generated from its business operations, including landfill fee
6. All persons that RIC I hires to operate any aspect of the gaming ship shall be employees of RIC I, not independent contractors, and RIC I shall maintain insurance covering all such employees
7. Prevailing party attorney's fees provision
8. Agreement is voidable by either party upon legalization of gambling in Florida
9. RIC I must comply with all statutory requirements and limitations, including the provisions of Chapter 287.133, Fla. Stat. prohibiting entities on the convicted vendor list from contracting with a public entity

RESOLUTION NO. 217-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO PURCHASE ONE (1) PHYSIO-CONTROL BIPHASIC LIFEPAK 12 MONITOR/DEFIBRILLATOR AND UPGRADE THREE (3) EXISTING PHYSIO-CONTROL MONOPHASIC LIFEPAK 12 MONITOR / DEFIBRILLATORS TO BIPHASIC FROM MEDTRONIC PHYSIO-CONTROL CORPORATION, REDMOND, WASHINGTON, IN THE AMOUNT OF \$30,986.30 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 305-0920-5220-6405.

WHEREAS, Fire Rescue is in need of a new LIFEPAK 12 monitor/defibrillator and an upgrade of its existing Monophasic LIFEPAK 12 monitor/defibrillators; and

WHEREAS, Electrical Biphasic waveform technology increases the chance of successful conversion of lethal cardiac rhythms and reduces heart muscle damage in such events; and

WHEREAS, Fire Rescue's existing equipment and supplies related to monitors/defibrillators are manufactured and serviced by Medtronic Physio-Control Corporation; and

WHEREAS, Medtronic Physio-Control Corporation is the sole source supplier of monitor/defibrillators for Fire Rescue.

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

Section 1: Fire Rescue is authorized to purchase one (1) Biphasic LIFEPAK 12 monitor/defibrillator and upgrade three (3) existing Monophasic LIFEPAK 12 monitor / defibrillators to Biphasic from Medtronic Physio-Control Corporation, in the total amount of \$30,986.30.

Section 2: The Finance Director is authorized to make payment for the same to Medtronic Physio-Control Corporation, from account number 305-0920-5220-6405.

PASSED and APPROVED this 19th day of November, 2001.

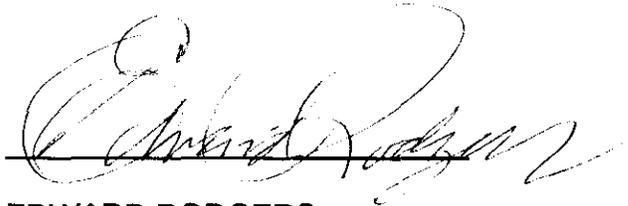
APPROVED RESOLUTION NO. 217-01

PAGE 2

APPROVED:

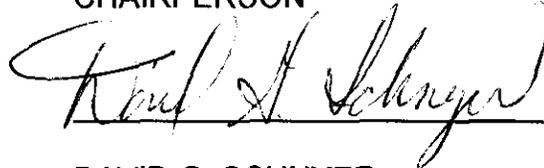


MICHAEL D. BROWN, MAYOR
MAYOR



EDWARD RODGERS
CHAIRPERSON

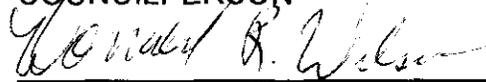
(MUNICIPAL SEAL)



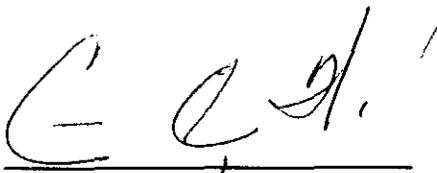
DAVID G. SCHNYER
CHAIR PRO-TEM

ATTEST:

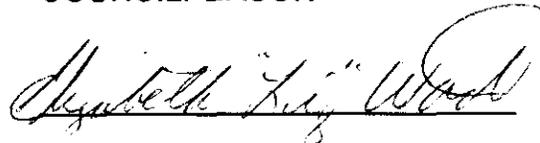
DONALD R. WILSON
COUNCILPERSON



SYLVIA LEE BLUE
COUNCILPERSON



CARRIE, WARD, CMC/AE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

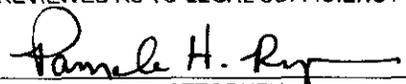
E. RODGERS: aye

D. SCHNYER: aye

D. WILSON: aye

S. BLUE: absent

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 11/8/01

RESOLUTION NO. 218-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LIGHTING MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR STREET LIGHTS ON STATE ROAD 710 CONNECTOR BETWEEN OLD DIXIE HIGHWAY AND US HIGHWAY ONE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Transportation (FDOT) is planning to build the SR 710 Connector in the City of Riviera Beach; and

WHEREAS, As part of the road construction, FDOT will install street lights on SR 710 Connector; and

WHEREAS, the FDOT requires the City to maintain the street lights after their installation.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute a Lighting Maintenance Agreement with the Florida Department of Transportation for street lights on State Road 710 Connector.

SECTION 2. The City shall maintain the said street lights upon completion of installation work.

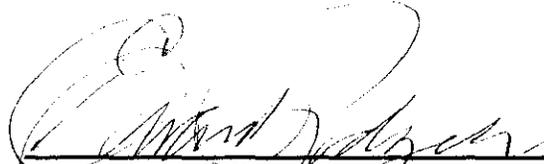
SECTION 3. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 19th day of November, 2001

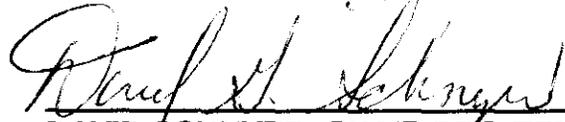
APPROVED:



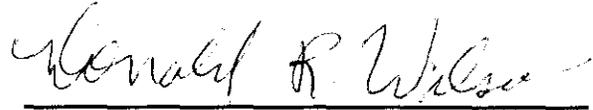
MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON



DAVID SCHNYER, CHAIR PRO-TEM



DONALD R. WILSON

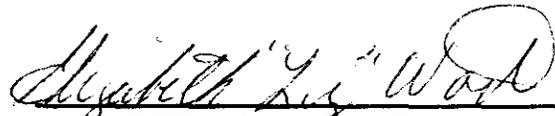
{MUNICIPAL SEAL}

SYLVIA LEE BLUE

ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK



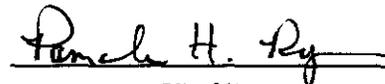
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By D. Schnyer

Seconded By D. Wilson

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

Reviewed as to Legal Sufficiency



City Attorney

City of Riviera Beach

Date: 11/14/01



Florida Department of Transportation

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

UTILITIES/PROJECT MANAGEMENT
3400 W. Commercial Boulevard
(954) 777-4125 FAX (954) 777-4261 (866) 336-8435

December 14, 2001

Mr. Donald D. Jacobovitz, P.E.
City of Riviera Beach
Public Works Department
2391 Avenue L
Riviera Beach, FL 33404

Dear Mr. Jacobovitz:

Re: EXECUTED LIGHTING AGREEMENT

State Road No.: 710
State Project No.: N/A
Financial Project No.: 229895-1-52-01
F.A.P. No.: N/A
County: Palm Beach

Enclosed is an originally executed Roadway Lighting System Maintenance Agreement for your use and file.

As you know the City of Riviera Beach will be responsible for energy costs and maintenance once the system is accepted from the DOT Contractor.

Thank you for your cooperation in this matter.

Sincerely,


Anne V. Endsley
Utility Coordinator

AVE:bss
Enclosure

cc: Bernard Freeman, Design; John Olson, Project Manager; Tom Driscoll, Res. Engineer; Paul Blanchard, Res. Maintenance Engineer; Leonard Chiocca, FPL; Bonnie Swierski; File

ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT

Financial Project ID: 22985-1-56-01	Federal Project ID:
Work Program Item No. (old): 4119065	County/Section No: 93310
State Job No. (old): 93310-6506	District Document No:

THIS AGREEMENT, made and entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and **The City of Riviera Beach**, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH

WHEREAS, there exists or is about to be installed on the state highway system a lighting system more particularly described in Exhibit A attached hereto, and by this reference made a part hereof, hereinafter referred to as the "Roadway Lighting System"; and;

WHEREAS, the **FDOT** and the **MAINTAINING AGENCY** desire to enter into an agreement pursuant to the provisions of Rule Chapter 14-46 of the Florida Administrative Code providing for the maintenance of the Roadway Lighting System;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of the Roadway Lighting System

- a. The **MAINTAINING AGENCY** shall, at its sole cost and expense, maintain the roadway Lighting System throughout its expected useful life.
- b. In maintaining the Roadway Lighting System, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Roadway Lighting System fully and properly functioning at all times for its normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Roadway Lighting System (including the poles and any and all other component parts installed as part of the Roadway Lighting System), and the locating of facilities as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Roadway and Roadside Maintenance Procedure, Topic No. 850-000-015;
 - (2) Manual of Uniform Traffic Control Devices and Safe Procedures for Streets and Highway Construction; and
 - (3) All other applicable local, state or Federal laws, rules resolution, or ordinances and FDOT procedures.

2. Operating Costs

In addition to the costs of maintaining the Roadway Lighting System, the **MAINTAINING AGENCY** shall be responsible for all costs of operating the Roadway Lighting System, including, but not limited to, all costs of electrical power consumed by the Roadway Lighting System and all other electrical charges.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed and costs expended pursuant to this Agreement. The records shall be kept in such format as is approved by the **FDOT**. All such records shall be deemed to be public records subject to the provisions of Chapter 119, Florida Statutes.

Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Suspend the issuance of further permits to the **MAINTAINING AGENCY** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
- c. Pursue any other remedies legally available.
- d. Perform any work with its own forces or through contractors and seek repayment for the cost thereof from the **MAINTAINING AGENCY**.
- e. Require the **MAINTAINING AGENCY** to remove the Roadway Lighting System at the **MAINTAINING AGENCY**'s sole cost and expense.

5. Indemnification

FOR GOVERNMENT MAINTAINING AGENCY:

To the extent provided by law, the **MAINTAINING AGENCY** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **MAINTAINING AGENCY**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **MAINTAINING AGENCY**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement. This paragraph does not waive the City's defenses of sovereign immunity. *PHR*

When the **FDOT** receives a notice of claim for damages that may have been caused by the **MAINTAINING AGENCY** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **MAINTAINING AGENCY**. The **MAINTAINING AGENCY** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **MAINTAINING AGENCY** in the defense of the claim or to require the **MAINTAINING AGENCY** to defend the **FDOT** in such claim as described in this section. The **FDOT**'s failure to notify the **MAINTAINING AGENCY** of a claim shall not release the **MAINTAINING AGENCY** from any of the requirements of this section. The **FDOT** and the **MAINTAINING AGENCY** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT MAINTAINING AGENCY:

The **MAINTAINING AGENCY** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **MAINTAINING AGENCY**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **MAINTAINING AGENCY**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **MAINTAINING AGENCY**'s obligation to indemnify, defend, and pay for the defense or at the **FDOT**'s option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **MAINTAINING AGENCY** of the **FDOT**'s notice of claim for indemnification to the **MAINTAINING AGENCY**. The notice of claim for indemnification shall be served by certified mail. The **MAINTAINING AGENCY**'s obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **MAINTAINING AGENCY**'s inability to evaluate liability or because the **MAINTAINING AGENCY** evaluates liability and determines the **MAINTAINING AGENCY** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **MAINTAINING AGENCY**. The **MAINTAINING AGENCY** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT**'s delay in notifying the **MAINTAINING AGENCY** of a claim shall not release the **MAINTAINING AGENCY** of the above duty to defend.

6. **Force Majeure**

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. **Miscellaneous**

- a. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **MAINTAINING AGENCY** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **MAINTAINING AGENCY** upon request.
- b. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- c. Time is of the essence in the performance of all obligations under this Agreement.
- d. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **MAINTAINING AGENCY**:

Director of Public Works 561-845-4080

City of Riviera Beach

2391 Avenue L

Riviera Beach, FL 33404

If to the **FDOT**:

West Palm Beach Resident Engineer 561-432-4966

7900 Forest Hill Blvd

West Palm Beach, FL 33413-3342

- e. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.
- f. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

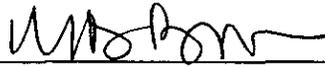
8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the MAINTAINING AGENCY in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the MAINTAINING AGENCY hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

- No changes to forms document.
- Appendix "Changes to Forms Document" is attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

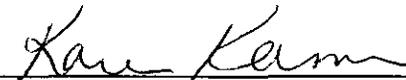
MAINTAINING AGENCY

BY: (Signature)  DATE: _____
(Typed Name: Michael D. BROWN))

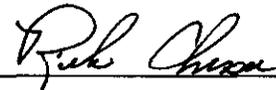
Recommend Approval by the District Utility Office

BY: (Signature)  DATE: 12-7-01
(Typed Name: Anne V. Endsley))

FDOT Legal Review

BY: (Signature)  DATE: _____
District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature)  DATE: 12/10/01
(Typed Name: RICK CHESSER))
(Typed Title: DISTRICT SECRETARY))

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: (Signature) _____ DATE: _____
(Typed Name: _____))

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION
 UTILITY AGREEMENT

FORM 710-010-13
 UTILITIES
 10/98

FPN				COUNTY	S.R.#	FAP NO.
229895	1	52	01	Palm Beach	710	N/A

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the "FDOT", proposes to construct or reconstruct a part of Highway Lighting System for the transportation facility identified above, hereinafter referred to as the "Project"; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the **City of Riviera Beach**, hereinafter referred to as the "Maintaining Agency", to execute and deliver to the **FDOT** the agreement identified as **ROADWAY LIGHTING SYSTEM MAINTENANCE AGREEMENT**, hereinafter referred to as the "Agreement";

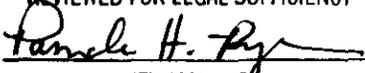
NOW, THEREFORE, BE IT RESOLVED BY THE Maintaining Agency:

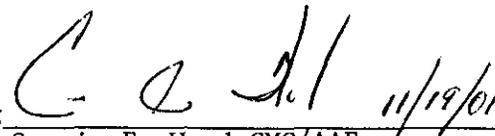
That **(Name)** Michael D. Brown, **(Title)** Mayor be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the UAO on the ____ day of _____, 2001.

NAME: 
 Michael D. Brown
 Title: Mayor

REVIEWED FOR LEGAL SUFFICIENCY

 CITY ATTORNEY
 CITY OF RIVIERA BEACH
 DATE: 11/14/01

ATTEST:  11/19/01
 Carrie E. Ward CMC/AAE
 Title: City Clerk

RESOLUTION NO. 219-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR RECEIVING FUNDS FOR PIPING CANAL RC-4 .

WHEREAS, on February 19, 2001, the City of Riviera Beach entered into an agreement with the Department of Environmental Protection for receiving funds in the amount of \$353,000 for Piping RC-4 Canal; and

WHEREAS, the said agreement requires that the project be completed by December 31, 2001; and

WHEREAS, both parties desire to extend the project completion date to December 31, 2002.

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

SECTION 1. The Mayor and City Clerk are authorized to execute an amendment to the agreement with the Department of Environmental Protection for receiving funds for Piping Canal RC-4.

SECTION 2. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 19th day of November, 2001

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

David Schnyer
DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}

Donald R. Wilson
DONALD R. WILSON

SYLVIA LEE BLUE

ATTEST:

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

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

Motioned By D. Schnyer

Seconded By D. Wilson

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

Reviewed as to Legal Sufficiency

Pamela H. Ray
City Attorney

City of Riviera Beach

Date: 11/9/01

DEP AGREEMENT NO. WAP018
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 19th day of February, 2001, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF RIVIERA BEACH (hereinafter referred to as "Grantee" or "Recipient") is hereby amended as follows:

Paragraph no. 2 is hereby revised to change the completion date of the Agreement from December 31, 2001 to December 31, 2002.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

CITY OF RIVIERA BEACH

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: William E. Wilkins
Title:
Date: 10-19-2001

By: J. Os Hill
Secretary or designee
Date: 9/20/01

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Dianne K. Cragg
DEP Grant Manager

Carrie E. Ward / 11/19/01
CARRIE E. WARD, CITY CLERK-CMC/AEE

Ruth Heppen
DEP Contracts Administrator

Approved as to form and legality:

REVIEWED FOR LEGAL SUFFICIENCY
Ramala H. Ry
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 11/9/01

Musum G
DEP Attorney

RESOLUTION NO. 220-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE REPLAT OF LOT 2 OF PORT COMMERCE CENTER III; AUTHORIZING THE MAYOR, CITY CLERK AND THE CITY ENGINEER TO SIGN THE REPLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant has prepared a replat of Lot 2 of Port Commerce Center III, located on the north side of Martin Luther King Jr. Boulevard, east of Congress Avenue.

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

SECTION 1. The replat of Lot 2 of Port Commerce Center III is hereby approved.

SECTION 2. The Mayor, City Engineer, and City Clerk are authorized to sign the said plat.

SECTION 3. The said plat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

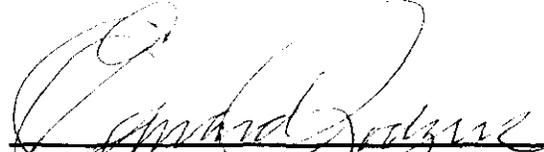
SECTION 4. This resolution shall take effect upon its passage.

RESOLUTION NO. 220-01
PAGE -2-

PASSED AND APPROVED this 19th day of November, 2001

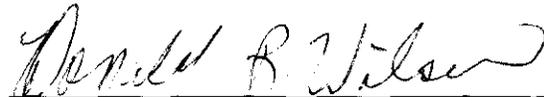
APPROVED:


MAYOR MICHAEL D. BROWN


EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

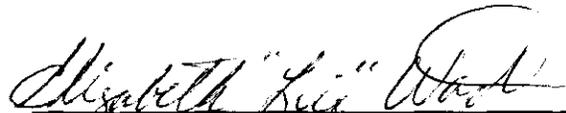

DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK

SYLVIA LEE BLUE

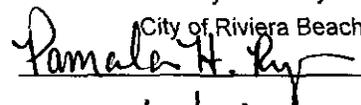

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

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

REVIEWED AS TO LEGAL SUFFICENCY

City Attorney
City of Riviera Beach


Date: 11/14/01