

RESOLUTION NO. 81-00

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH, APPROVING, THE SITE CHANGE ON WHICH THE AQUATIC CENTER IS BEING CONSTRUCTED; AND APPROVING THE TWENTY-FOUR MONTH EXTENSION FOR THE COMPLETION OF THE NEW AQUATIC CENTER; BOTH OF WHICH HAVE BEEN GRANTED BY PALM BEACH COUNTY.

WHEREAS, the City authorizes the Mayor to execute the First Amendment to the Agreement between Palm Beach County and the City of Riviera Beach;

WHEREAS, the City approves the new site for the construction of the New Aquatic Center;

and;

WHEREAS, the City has requested a twenty-four month extension of time for the completion of the Aquatic Center.

WHEREAS, the County desires to allow for the change in location of the Aquatic Center;

WHEREAS, The County has allowed for additional project completion time for construction of said Aquatic Center;

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

SECTION 1. That The City of Riviera Beach authorizes the Mayor to execute the First Amendment to Agreement Between Palm Beach County and the City of Riviera Beach.

SECTION 2. That The City of Riviera Beach approves the new site for the construction of the New Aquatic Complex.

SECTION 3. That the City of Riviera Beach approves the request for a twenty-four month extension from Palm Beach County for the completion of the Aquatic Complex.

PASSED AND ADOPTED this 17TH day of MAY, 2000

APPROVED:

*Michael Brown*  
MICHAEL BROWN, Mayor

*Edward Rodgers*  
EDWARD RODGERS, Chairperson

[MUNICIPAL SEAL]

*Elizabeth Wade*  
ELIZABETH WADE, Chairperson Pro-Tem

ATTEST:

*Sylvia L. Blue*  
SYLVIA L. BLUE

*Carrie E. Ward*  
CARRIE E. WARD, CM/IAAE  
CITY CLERK

*David G. Schnyer*  
DAVID G. SCHNYER

*Donald R. Wilson*  
DONALD WILSON  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

S. BLUE aye

E. RODGERS aye

D. SCHNYER aye

E. WADE aye

D. WILSON aye

REVIEWED FOR LEGAL SUFFICIENCY

*Shirley C. Russell*

CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 5-15-2002

**RESOLUTION NO. 82-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$178,119 FOR "ACADEMIC SUMMER CAMP 2000"; AUTHORIZING THE RECREATION DEPARTMENT AND THE POLICE DEPARTMENT TO PROVIDE IN-KIND SERVICES; AUTHORIZING THE CITY MANAGER AND SUMMER CAMP ADMINISTRATOR TO SEEK ADDITIONAL FUNDING TO OFFSET THE COSTS OF THE SUMMER CAMP; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, THE CITY COUNCIL CONCEPTUALLY APPROVED ACADEMIC SUMMER CAMP 2000 IN MARCH 2000; AND**

**WHEREAS, THE CITY COUNCIL REITERATED ITS SUPPORT OF ACADEMIC SUMMER CAMP 2000 BY UNANIMOUS VOTE ON MAY 3, 2000; AND**

**WHEREAS, ACADEMIC SUMMER CAMP 2000 WILL BE CONDUCTED FROM JUNE 12, 2000 THROUGH JULY 21, 2000, AT AN ESTIMATED COST OF \$178,119; AND**

**WHEREAS, APPROXIMATELY \$76,404 IS ANTICIPATED FROM A DEPARTMENT OF JUVENILE JUSTICE GRANT; AND**

**WHEREAS, PALM BEACH COUNTY COMMISSIONER MAUDE FORD LEE HAS AGAIN COMMITTED \$7,000 TO THE CAMP; AND**

**WHEREAS, ADDITIONAL FUNDING HAS BEEN REQUESTED FROM THE PALM BEACH COUNTY SCHOOL DISTRICT TO FURTHER OFFSET THE COST OF THE CAMP; AND**

**WHEREAS, ADDITIONAL REQUESTS WILL BE MADE OF OTHER AGENCIES AND REGULAR PRIVATE SUPPORTERS.**

**RESOLUTION NO. 82-00**  
**PAGE 2**

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

**SECTION 1:** THAT THE FINANCE DIRECTOR IS AUTHORIZED TO SET UP A BUDGET FOR ACADEMIC SUMMER CAMP 2000 IN THE AMOUNT OF \$178,119.

**SECTION 2:** THAT THE RECREATION DEPARTMENT, THE POLICE DEPARTMENT, AND THE FINANCE DEPARTMENT THROUGH THE CITY MANAGER ARE AUTHORIZED TO PROVIDE IN-KIND SERVICES TO THE SUMMER CAMP.

**SECTION 3:** THAT THE CITY MANAGER AND THE CAMP ADMINISTRATOR ARE AUTHORIZED TO SEEK FUNDING FROM OTHER SOURCES TO HELP OFFSET THE COSTS OF THE SUMMER CAMP, INCLUDING, BUT NOT LIMITED TO, THE PALM BEACH COUNTY SCHOOL DISTRICT, WEED AND SEED, AND OTHER REGULAR SUPPORTERS.

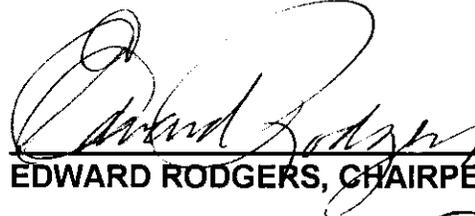
**SECTION 4:** THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

RESOLUTION. NO 82-00  
PAGE 3-

PASSED AND APPROVED this 17TH day of MAY 2000.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

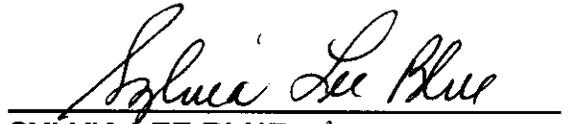
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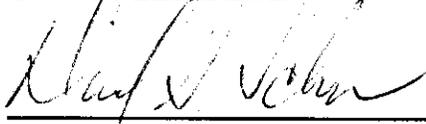
  
ELIZABETH K. WADE, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
SYLVIA LEE BLUE

  
DAVID G. SCHNYER  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5-10-2000

**RESOLUTION NO. 83-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INCREASE TO THE POLICE DEPARTMENT'S BUDGET TO REFLECT THE INCREASE FOR MAJORS TO M10: \$46,775 - \$71,413; AND AUTHORIZING AN ADDITIONAL ASSISTANT CHIEF'S POSITION AND UPGRADE TO M11; \$51,452 - \$76,149 AND; FINANCE DIRECTOR TO AMEND THE FISCAL YEAR BUDGET 2000 FOR ACCOUNT 001-0817-5210-1201.**

**WHEREAS**, City Council approves an increase of the budget to reflect salary increases for Majors and Assistant Chief positions and;

**WHEREAS**, City Council approves an additional Assistant Chief's position and;

**WHEREAS**, the Finance Director is authorized to amend the FY' 2000 Budget to reflect the changes.

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

**Section 1:** That City Council authorizes the Mayor and Finance Director to increase the Riviera Beach Police Department's Budget by **the sum of \$45,500** to Account # 001-0817-5210-1201 to reflect the increases.

**Section 2:** That City Council authorizes the Mayor and Finance Director to upgrade the Major positions to M10: \$46,775 - \$71,413.

**Section 3:** That City Council authorizes the Mayor and Finance Director to add an additional position of Assistant Chief to the Riviera Beach Police Department's Budget.

**Section 4:** That City Council authorizes the Mayor and Finance Director to upgrade the position of Assistant Chief to M11: \$51,452 - \$76,149.

PASSED and APPROVED this 17TH day of MAY, 2000.

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

*Edward Rodgers*  
EDWARD RODGERS, CHAIRPERSON

ATTEST:

*Elizabeth Wade*  
ELIZABETH WADE  
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]

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

*Donald R. Wilson*  
DONALD R. WILSON

*David G. Schnyer*  
DAVID G. SCHNYER

*Sylvia L. Blue*  
SYLVIA L. BLUE  
Council Members

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

E. RODGERS \_\_\_\_\_

E. WADE \_\_\_\_\_

D. SCHNYER \_\_\_\_\_

D. WILSON \_\_\_\_\_

S. BLUE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

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

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

RESOLUTION NO. 84-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH KEITH & SCHNARS, P.A. OF WEST PALM BEACH, FLORIDA FOR TECHNICAL SERVICES TO ASSESS THE CITY'S TRAFFIC AND TRANSPORTATION NEEDS AS PER THEIR PROPOSAL SUBMITTED FEBRUARY 4, 2000.

**WHEREAS,** Staff solicited Requests for Proposals for Technical Services to Assess the City's Traffic and Transportation needs; and

**WHEREAS,** The selection committee short-listed three (3) firms; and

**WHEREAS,** Keith and Schnars, P.A., West Palm Beach, Florida was selected as the top ranking firm to provide technical services to assess the City's Traffic and Transportation needs.

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

**SECTION 1:** That the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorize staff to negotiate an agreement with Keith & Schnars, P.A., to provide Technical services to assess the City's traffic and transportation needs.

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

**PASSED AND ADOPTED this 17TH day of MAY 2000.**

RESOLUTION NO. 84-00

PAGE 2

APPROVED:

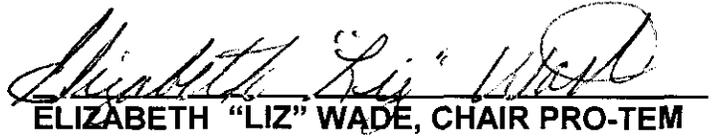


MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)



ELIZABETH "LIZ" WADE, CHAIR PRO-TEM

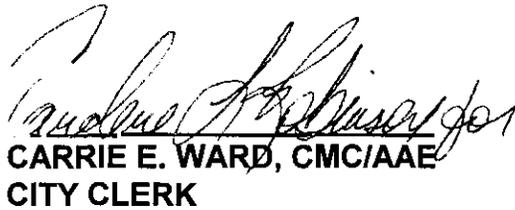
ATTEST:



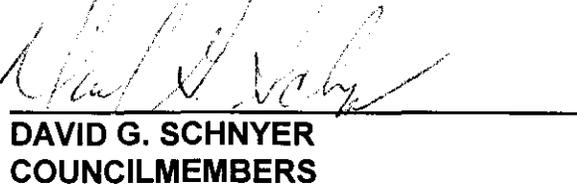
DONALD R. WILSON



SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AAE  
CITY CLERK



DAVID G. SCHNYER  
COUNCILMEMBERS

MOTION BY: D. Wilson

SECOND BY: E. Wade

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY

CITY OF RIVIERA BEACH  
DATE: 5-9-2000

**RESOLUTION NO. 85-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH SHALLOWAY, FOY, RAYMAN, & NEWELL, INC., OF WEST PALM BEACH, FLORIDA FOR TECHNICAL SERVICES RELATED TO ROADWAY AND SIDEWALKS PLANNING & DESIGN AS PER THEIR PROPOSAL SUBMITTED FEBRUARY 25, 2000.**

**WHEREAS,** Staff solicited Requests for Proposals for Technical Services related to Roadway and Sidewalks Planning and Design; and

**WHEREAS,** The selection committee short-listed three (3) firms; and

**WHEREAS,** Shalloway, Foy, Rayman, & Newell, Inc., West Palm Beach, Florida was selected as the top ranking firm to provide Technical Services related to Roadway and Sidewalks Planning and Design.

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

**SECTION 1:** That the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorize staff to negotiate an agreement with Shalloway, Foy, Rayman, and Newell, Inc., to provide Technical services related to Roadway and Sidewalks Planning and Design.

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

**PASSED AND ADOPTED this 17TH day of MAY 2000.**

RESOLUTION NO. 85-00  
PAGE 2

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

*Edward Rodgers*  
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

*Elizabeth "Liz" Wade*  
ELIZABETH "LIZ" WADE, CHAIR PRO-TEM

ATTEST:

*Donald R. Wilson*  
DONALD R. WILSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

*Arrie E. Ward*  
ARRIE E. WARD, CMC/AE  
CITY CLERK

*David G. Schnyer*  
DAVID G. SCHNYER  
COUNCILMEMBERS

MOTION BY: D. Wilson

SECOND BY: S. Blue

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

*William C. ...*  
CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 5-9-2000

RESOLUTION NO. 86-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, STATING THE CITY'S CONCERN AND ENCOURAGING INTRACOASTAL HEALTH SYSTEMS TO CONTINUE THE PROVISION OF HEALTH AND WELLNESS SERVICES FROM BOTH ST. MARY'S MEDICAL CENTER AND GOOD SAMARITAN HOSPITAL.

**WHEREAS**, St. Mary's Medical Center and Good Samaritan Hospital have been providing health care services to the citizens and visitors of Riviera Beach for over 50 years; and

**WHEREAS**, St. Mary's Medical Center has been the primary provider of quality medical care to all members of our community regardless of race, national origin, or financial status; and

**WHEREAS**, the City of Riviera Beach transports 74% of the emergency medical patients treated by our paramedics to St. Mary's Medical Center; and

**WHEREAS**, the citizens and visitors of our community rely on the highly specialized services such as Trauma Care, Pediatric Emergency Care, Neonatal Intensive Care, High-Risk Obstetrical Care, and Stroke Care delivered by St. Mary's Medical Center.

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

**Section 1:** The City Council of the City of Riviera Beach hereby states their concern over the potential health care impact on our community should St. Mary's Medical Center or Good Samaritan Hospital be closed.

**Section 2:** The City Council of the City of Riviera Beach encourages Intracoastal Health Systems to continue the provision of health and wellness services from both St. Mary's Medical Center and Good Samaritan Hospital.

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

RESOLUTION NO. 86-00

PAGE 2

PASSED and APPROVED this 17TH day of MAY, 2000.

APPROVED:

Michael Brown  
MICHAEL BROWN, MAYOR

Edward Rodgers  
EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)

Elizabeth Wade  
ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson  
DONALD R. WILSON

Carrie Ward  
CARRIE, WARD, CMC/AAE  
CITY CLERK

Sylvia Blue  
SYLVIA BLUE

David Schnyer  
DAVID SCHNYER  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY  
Matthew C. Jones  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 5-15-2000

RESOLUTION NO. 87-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ALLOCATING \$100,000.00 FOR CLEANING THE CITY'S DRAINAGE SYSTEM AND HAULING DEBRIS FROM PUBLIC WORKS DEPARTMENT COMPLEX UTILIZING WATER AND SEWER FUND CARRYOVER.**

**WHEREAS**, the City's drainage pipes and structures have accumulated deposits and debris; and

**WHEREAS**, the said deposits and debris will result in reduction in carrying capacity of the City's drainage system; and

**WHEREAS**, the City desires to clean the system to provide for effective and efficient drainage of storm water runoff.

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

**SECTION 1.** The Finance Director is authorized to allocate \$100,000.00 from water and sewer fund carryover for the purpose of cleaning the drainage system and hauling debris from the City Public Works Complex.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the contract for same on an emergency basis.

**SECTION 3.** The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract price.

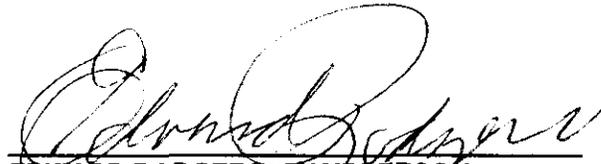
**SECTION 4.** This Resolution shall become effective upon approval by the City Council.

RESOLUTION NO. 87-00  
PAGE TWO

PASSED AND APPROVED this 17th day of May 2000.

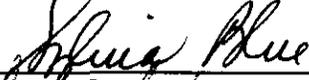
APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

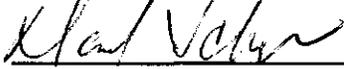
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ELIZABETH WADE, CHAIRPERSON PRO-TEM

  
SYLVIA BLUE

ATTEST:

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
DAVID SCHNYER

  
DONALD R. WILSON

COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

E. WADE aye

S. BLUE aye

D. SCHNYER aye

D. WILSON aye

Reviewed for  
legal sufficiency

  
City Attorney (5-17-00)

RESOLUTION NO. 88-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONTRACTUAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND PAMALA H. RYAN, AS CITY ATTORNEY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

**SECTION ONE.** That the City Council hereby approves the Contractual Agreement between the City of Riviera Beach, Florida and Pamala H. Ryan, as City Attorney.

**SECTION TWO.** That a copy of the Contractual Agreement is attached hereto and made a part of this Resolution.

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

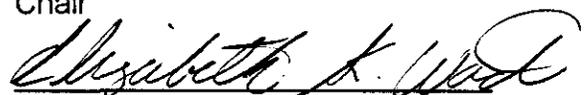
PASSED and ADOPTED this 17th day of May, 2000.

APPROVED:

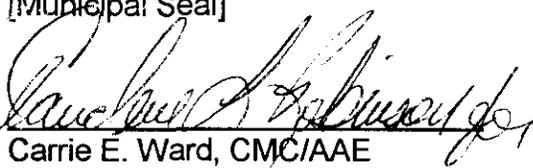
  
\_\_\_\_\_  
Michael D. Brown  
Mayor

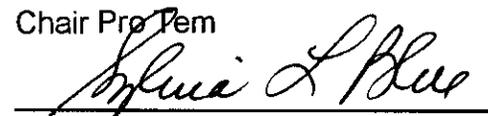
  
\_\_\_\_\_  
Edward Rodgers  
Chair

Attest::

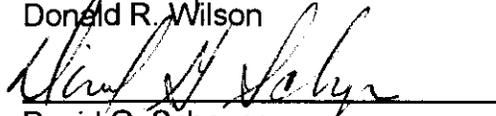
  
\_\_\_\_\_  
Elizabeth K. Wade  
Chair Pro Tem

[Municipal Seal]

  
\_\_\_\_\_  
Carrie E. Ward, CMCIAAE  
City Clerk

  
\_\_\_\_\_  
Sylvia L. Blue

  
\_\_\_\_\_  
Donald R. Wilson

  
\_\_\_\_\_  
David G. Schnyer

RESOLUTION NO. 88-00

-2-

Motioned by: E. Wade

Seconded by: D. Schnyer

E. Rodgers nay

E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

Approved as to legal sufficiency

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

Interim City Attorney

Date: \_\_\_\_\_

**CITY ATTORNEY EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into this 1/16 day of July, 2000, by and between the CITY OF RIVIERA BEACH, State of Florida, duly organized and validly existing municipal corporation, (hereinafter referred to as "City"), and PAMALA H. RYAN, (hereinafter referred to as "Employee").

IN CONSIDERATION of the mutual promises hereinafter set forth, the City and Employee do mutually agree as follows:

**Section 1. Duties** –

- A. The City agrees to employ Employee as City Attorney on a full time basis as the chief legal officer of the City and head of the City's Legal Department.
- B. Employee agrees to perform the duties and functions of the City Attorney as specified in the City Charter and Code of Ordinances of the City of Riviera Beach, Florida, and agrees to perform such other legally permissible and proper duties and functions as the City Council shall from time to time require.

**Section 2. Salary and Term of Agreement** –

- A. In consideration of the services to be performed by Employee, the City agrees to pay Employee an annual base salary of \$77,000, payable in installments at the same time as other management employees are paid. Further,

Employee shall receive and be entitled to all longevity, cost of living/wage adjustment increases and other increases which the City grants to other management employees.

- B. Employee's term of employment shall be for one year. This agreement shall be renewed automatically on an annual basis for one-year terms unless either party notifies the other in writing at least ninety days prior to the expiration of the term that it does not wish to renew.
- C. Subject to the provisions set forth in Section 3 below, Employee serves at the pleasure of the City Council and nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee.
- D. Subject to the provisions set forth in Section 3 below, nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign the position of the City Attorney.

**Section 3. Termination and Severance Pay –**

- A. The City Council may at any time, terminate the employment of Employee under this agreement at the City's pleasure and without cause. If termination of employment occurs prior to the expiration of this agreement, Employee shall be entitled to three months salary and all other accumulated

employment benefits per City policy as Employee's severance pay. In consideration of payment of severance, Employee shall execute a general release in favor of the City, its successors and assigns.

- B. In the event the Employee voluntarily resigns the position of City Attorney prior to the expiration of this agreement, Employee shall provide the City with thirty days written notice of said resignation. Upon receipt of such notice, the City at its option, may require Employee to terminate her employment at an earlier date than set forth in the notice of resignation, provided that the City may not require Employee to terminate her employment less than ten days after receipt of said notice. In such event, the City's obligation shall be to pay Employee for all time actually worked, as well as all remaining accrued employment benefits pursuant to city policy; said sums to be paid prior to the conclusion of Employee's employment.

**Section 4. Benefits** –

The City shall provide Employee with all of the benefits accruing to City employees in management positions, except to the extent modified by this agreement.

**Section 5. Retirement** –

Employee will continue to participate as a member of the City Managed Retirement System.

**Section 6. Deferred Compensation** –

The City will pay Employee annual deferred compensation in an amount of \$4,000. Said deferred compensation shall be paid to the Public Employees Benefit Services Corporation (PEBSCO). Such payments shall be made on a bi-weekly basis or at such other pay periods as may be established by the City until the maximum annual contribution has been made. Upon expiration of this agreement, or upon either termination or resignation of the Employee, the City agrees to transfer ownership of said plan at Employee's direction.

**Section 7. Insurance** –

The City will provide Employee with individual and dependent medical and dental insurance coverage, paid in full, equivalent to such insurance generally provided to City employees in management positions. Further, the City shall pay for a Long Term Disability policy which will pay Employee sixty percent (60%) of her compensation. The City will provide Employee with Term Life Insurance, fully paid by the City, with a face value of \$160,000. Employee acknowledges that the Long Term Disability and the Term Life Insurance policies referenced above will be selected solely by Employee, and the City is not responsible for the quality, quantity or adequacy of said policies.

**Section 8. Vacation** –

Employee shall be entitled to twenty days paid vacation annually. Any unused vacation days shall accrue to Employee in accordance with City policy.

**Section 9. Sick Days** –

Employee shall be entitled to twelve sick days per year. Any unused sick days shall accrue to Employee in accordance with City policy.

**Section 10. Transportation Allowance** –

The City shall pay Employee the sum of \$350.00 per month for a transportation allowance. Employee shall not seek, and is not entitled to, reimbursement for vehicular travel within 150 miles of the City.

**Section 11. Dues and Subscriptions** –

The City will provide the Employee with a budget of no less than \$1000.00 annually for membership fees and dues in professional organizations, including the Florida Bar, the American Bar Association, and the National Bar Association, and for subscriptions relevant to fulfilling the duties as City Attorney.

**Section 12. Professional Development** –

The City will provide the Employee with a budget of no less than \$1000.00 annually for personal training relative to professional development and growth, including mandatory continuing legal education required by the Florida Bar.

**Section 13. Evaluation** –

The City Council may initiate an evaluation of Employee's performance at any time during the agreement. The evaluation may set forth findings of fact and future goals requested of Employee. The procedure may be established by the City Council. The results of the evaluation shall be given to Employee and she shall be provided adequate opportunity to discuss the evaluation with the City Council. Said evaluation is not mandatory.

**Section 14. Indemnification of Employees** –

The City agrees, pursuant to Section 111.07, Florida Statutes, and the City of Riviera Beach Code, to provide reasonable attorney's fees and other expenses of litigation to defend any civil action arising from a complaint for damages or injuries suffered as a result of any act or omission of Employee while serving as the City Attorney arising out and in the scope of her employment or function as well as costs, disbursements, claims, payments, judgments, or settlements resulting from any lawsuit or claim, unless in the case of a tort action Employee has been determined in final judgment to have caused the harm intentionally, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard to human rights, safety, or property. In addition, the City agrees to provide reasonable attorney's fees and costs to defend criminal investigation or prosecution of Employee while serving as the City Attorney arising out of in the scope of

her employment. A reasonable fee should not exceed the amount the City pays for its attorney, but in any case should not exceed \$200 per hour without prior approval of the Council. Said indemnification provision to continue in effect after termination of employment.

**Section 15. Housing/Relocation Assistance** –

During the period of this agreement, Employee shall establish residency in the City. The City shall provide financial assistance for the moving of household goods, the securing of temporary and/or permanent housing in Riviera Beach, and other costs associated with Employee's move in the amount of \$7,500 to be written "*payable immediately*" upon request of Employee.

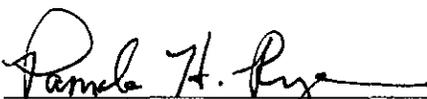
**Section 16. General Provision** –

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

**IN WITNESS WHEREOF**, the City of Riviera Beach has caused this agreement to be signed and executed in its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this agreement, in duplicate, on the date set forth above.

**THE CITY OF RIVIERA BEACH**

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

  
**Pamala H. Ryan, Employee**

**ATTEST:**

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

**REVIEWED AS TO LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**INTERIM CITY ATTORNEY**

Date: \_\_\_\_\_

RESOLUTION NO. 89-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AUTHORIZATION TO PERFORM ENGINEERING SERVICE FOR THE REPLACEMENT OF AN AGED 8" CAST IRON FORCE MAIN ACROSS BLUE HERON BOULEVARD AND GARDENS ROAD TO BARKER, OSHA AND ANDERSON, INC. IN AN AMOUNT NOT EXCEEDING \$10,000.00 PLUS REIMBURSABLE EXPENSES AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1438-5350-4606.

**WHEREAS**, Barker, Osha and Anderson, Inc. (BOA) has prepared an Authorization to Perform Engineering agreement for this project; and

**WHEREAS**, the primary purpose of this proposed authorization is for BOA to provide engineering services in preparing construction documents that will facilitate the replacement of approximately 100 feet of aged 8" cast iron force main across Blue Heron Boulevard at Gardens Road for the City of Riviera Beach.

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

**Section 1:** That the Mayor is hereby authorized to execute the authorization to perform engineering services between Barker, Osha & Anderson, Inc. (BOA) and the City of Riviera Beach in an amount not to exceed \$10,000.00 for the replacement of an aged 8" cast iron force main across Blue Heron Boulevard at Gardens Road.

**Section 2:** That the City Council hereby accepts the proposed authorization in an amount not to exceed \$10,000.00 and that the Mayor and Finance Director are authorized to make payment for same under Account No. 402-1438-5350-4606.

**Section 3:** That a copy of the authorization between Barker, Osha & Anderson, Incorporated and the City of Riviera Beach shall be attached hereto and made a part of this resolution.

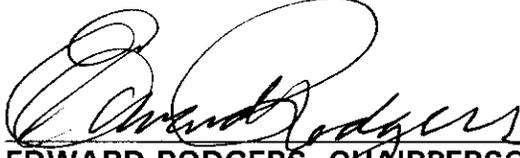
**Section 4:** This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 89-00  
PAGE NO. 2

PASSED AND ADOPTED THIS 7th DAY OF JUNE, 2000.

APPROVED:

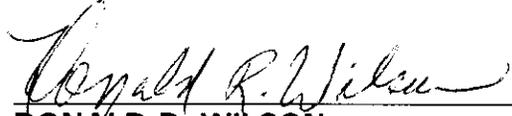
  
MICHAEL D. BROWN, MAYOR

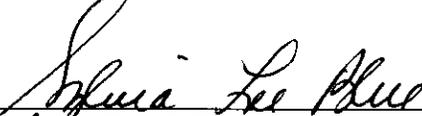
  
EDWARD RODGERS, CHAIRPERSON

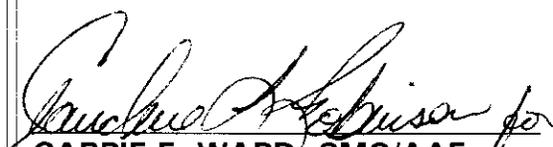
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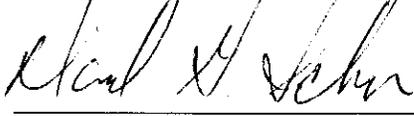
  
ELIZABETH WADE  
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
DAVID G. SCHNYER  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS aye

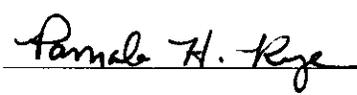
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL  
SUFFICIENCY



DATE: 5/24/00

AUTHORIZATION TO PERFORM ENGINEERING

TO: Barker, Osha & Anderson, Inc.  
8895 N. Military Trail, Suite 101B  
Palm Beach Gardens, FL 33410-6259

PROJECT NO: \_\_\_\_\_

FROM: City of Riviera Beach

Under the provision of:

- Agreement Dated September 15, 1982
- This Authorization
- Other: \_\_\_\_\_

You are requested to perform the engineering services for the project described below:

TITLE OF PROJECT: REPLACEMENT OF 8" FORCE MAIN ACROSS BLUE HERON BOULEVARD AT GARDENS ROAD

GENERAL DESCRIPTION AND SCOPE OF PROJECT: PREPARE CONSTRUCTION DOCUMENTS THAT WILL FACILITATE THE REPLACEMENT OF APPROXIMATELY 100 FEET OF AGED CAST IRON FORCE MAIN ACROSS BLUE HERON BOULEVARD AT GARDENS ROAD.

DESCRIPTION OF ENGINEERING SERVICES REQUIRED AND AUTHORIZED:

1. CONDUCT PRELIMINARY INVESTIGATIVE SERVICES AS REQUIRED
2. PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS
3. OBTAIN PERMITS AS REQUIRED
4. ASSIST CITY IN OBTAINING BIDS BY EITHER PUBLIC ADVERTISEMENT OR INVITATION
5. EVALUATE BIDS AND RECOMMEND CONTRACT AWARD

ESTIMATED FEE AND/OR METHOD OF COMPUTATION OF FEE FOR ENGINEERING SERVICES: HOURLY FEE PURSUANT TO SECTION 4.0 OF THE AGREEMENT NOT TO EXCEED \$10,000.00 UNLESS FURTHER AUTHORIZED PLUS REIMBURSABLE EXPENSES.

PAYMENT SCHEDULE:

- Monthly Progress Payments
- When work is completed and presented
- Other \_\_\_\_\_

CLIENT'S REPRESENTATIVE AUTHORIZED TO COORDINATE PROJECT WITH ENGINEERS: ALBERT VALDIVIA, ASSISTANT DIRECTOR

TARGET DATE FOR COMPLETION OF ENGINEERING: 45 DAYS FROM AUTHORIZATION

AGREED TO: BARKER, OSHA & ANDERSON, INC.  
BY: C. Henry Glaus  
C. HENRY GLAUS

AUTHORIZED: CITY OF RIVIERA BEACH  
BY: W. B. Brown

TITLE: AREA MANAGER

TITLE: MAYOR

DATE: 5-22-00

DATE: 6/7/00

Carrie E. Ward, MMC, City Clerk  
Carrie E. Ward, MMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY

PH Ryan  
CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 5/24/00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AUTHORIZATION TO PERFORM ENGINEERING SERVICE (CONTRACT ADMINISTRATION AND ON-SITE OBSERVATION) FOR PHASE I AND II OF THE INSTALLATION OF A 16" AND 20" WATER TRANSMISSION LINE AND STORM SEWER DRAINAGE FROM 27<sup>th</sup> STREET AND OLD DIXIE HIGHWAY; THEN PARTIALLY ALONG BOTH AVENUES "O" AND "P" TO SILVER BEACH ROAD THEN WEST TO CONGRESS AVENUE TO BARKER, OSHA AND ANDERSON, INC. IN AN AMOUNT NOT EXCEEDING \$64,000.00 PLUS REIMBURSABLE EXPENSES AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 406-1417-5360-4616.**

**WHEREAS**, Barker, Osha and Anderson, Inc. (BOA) has prepared an Authorization to Perform Engineering Services involving Contract Administration and On-Site Observation for this project; and

**WHEREAS**, the primary purpose of this proposed authorization is for BOA to provide professional engineering services during the construction of a 16" and 20" water main and storm sewer drainage from 27<sup>th</sup> Street and Old Dixie Highway; then partially along both Avenue "O" & "P" to Silver Beach Road then West to Congress Avenue which will boost the water pressure up in our western service area for the City of Riviera Beach; and

**WHEREAS**, bids were received on March 3, 2000 and the contract was awarded to Asphalt Consultants, Inc. on April 19, 2000 to completed the construction project.

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

**Section 1:** That the Mayor is hereby authorized to execute the authorization to perform engineering services between Barker, Osha & Anderson, Inc. (BOA) and the City of Riviera Beach in an amount not to exceed \$64,000.00 for professional engineering services during the construction of a 16" and 20" water main and storm sewer drainage.

**Section 2:** That the City Council hereby accepts the proposed authorization in an amount not to exceed \$64,000.00 plus reimbursable expenses and that the Mayor and Finance Director are authorized to make payment for same under Account No. 406-1417-5360-4616.

**Section 3:** That a copy of the authorization between Barker, Osha & Anderson, Incorporated 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.

RESOLUTION NO. 90-00  
PAGE NO. 2

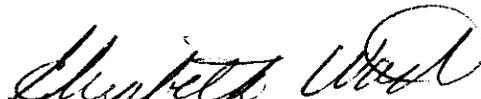
PASSED AND ADOPTED THIS 7th DAY OF JUNE, 2000.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

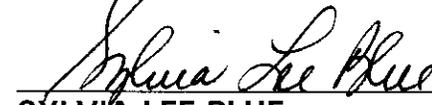
  
EDWARD RODGERS, CHAIRPERSON

ATTEST:

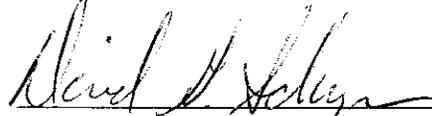
  
ELIZABETH WADE  
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
DAVID G. SCHNYER  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS aye

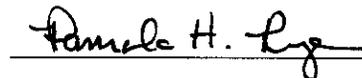
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL  
SUFFICIENCY



DATE: 5/24/00

AUTHORIZATION TO PERFORM ENGINEERING

TO: Barker, Osha & Anderson, Inc.  
8895 N. Military Trail, Suite 101B  
Palm Beach Gardens, FL 33410-6259

PROJECT NO: 971041.03

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

Under the provision of:

       X Agreement Dated  
       X This Authorization  
       Other: \_\_\_\_\_

You are requested to perform the engineering services for the project described below:

TITLE OF PROJECT: WATER TRANSMISSION MAIN - PHASES I & II  
WATER TREATMENT PLANT TO MILITARY TRAIL

GENERAL DESCRIPTION AND SCOPE OF PROJECT:

PROFESSIONAL SERVICES DURING CONSTRUCTION OF 16" AND 20" WATER MAIN AND STORM SEWER

DESCRIPTION OF ENGINEERING SERVICES REQUIRED AND AUTHORIZED:

SEE ATTACHMENT "A"

ESTIMATED FEE AND/OR METHOD OF COMPUTATION OF FEE FOR ENGINEERING SERVICES:

SEE ATTACHMENT "A"

PAYMENT SCHEDULE:

       X Monthly Progress Payments  
       When work is completed and presented  
       Other \_\_\_\_\_

CLIENT'S REPRESENTATIVE AUTHORIZED TO COORDINATE PROJECT WITH ENGINEERS:  
MR. ALBERT VALDIVIA, ASSISTANT DIRECTOR

TARGET DATE FOR COMPLETION OF PROJECT: ESTIMATED AT SEPTEMBER, 2000

AGREED TO: BARKER, OSHA & ANDERSON, INC. AUTHORIZED: CITY OF RIVIERA BEACH

BY: [Signature]  
C. HENRY GLAUS, P.E.

BY: [Signature]

TITLE: AREA MANAGER

TITLE: Mayor

DATE: 5-16-00

DATE: 6/7/00

[Signature]  
Carrie E. Ward, MMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY  
[Signature]  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 5/24/00

ATTACHMENT "A"

**AUTHORIZATION TO PERFORM ENGINEERING  
WATER TRANSMISSION MAIN PHASE I & II  
WATER TREATMENT PLANT TO MILITARY TRAIL  
CITY OF RIVIERA BEACH**

**A. PHASE I: 27<sup>TH</sup> STREET AVENUE "O" TO OLD DIXIE HIGHWAY**

1. General Scope of Services

- a. Coordinate between Contractor, City Engineer's office and Utilities Department
- b. Provide on-site observation of water main construction and testing
- c. Review payment requests, Change Orders as same relate to water main construction.
- d. Coordinate the preparation of Record Drawings of Construction and furnish same to City upon completion.
- e. Provide final certifications and documentation for clearance with the Palm Beach County Health Department

2. Computation of Fee

Assume 45 days construction time

Engineer:	29 hours x \$128.57/Hr	= \$	3,728.53
Field Technician:	260 hours x \$50.83/Hr	=	13,215.80
Clerical:	7 hours x \$32.89/Hr	=	230.23
Technician	7 hours x \$41.11/Hr		<u>267.22</u>
			\$ 17,441.78

Reimbursable Expenses                      1,558.22

**TOTAL PHASE I                                      \$ 19,000.00**

**B. PHASE II: SILVER BEACH ROAD, AVENUE P, 28<sup>TH</sup> STREET AND AVENUE "O"**

1. General Scope of Services

- a. Set up and conduct pre-construction meeting
- b. Provide contract administration including coordination between City Utilities Department, City Engineer's office and the Contractor
- c. Review and process Shop Drawings, Payment Requests, Change Orders and other matters
- d. Provide on-site observation of the Contractor's work during construction
- e. Coordinate materials and soils testing

ATTACHMENT "A" CONT.

- f. Coordinate the preparation of Record Drawings of Construction and furnish same to City upon completion
- g. Provide final certifications and documentation for clearance with the Palm Beach County Health Department and Palm Beach County Engineering

2. Computation of Fee

a.	<u>Construction Observation</u>		
	Contract Construction Time	90 calendar days	
	Engineer: 63 hours x \$128.57/Hr	=	\$ 8,099.91
	Field Technician: 390 hours x \$50.83/Hr.	=	19,823.70
	Clerical: 13 hours x 32.89/Hr	=	427.57
	Technician: 13 hours x 41.11/Hr		534.43
	CAD Technician: 24 hours x 59.80/Hr	=	<u>1,433.20</u>
	Sub-Total		\$ 30,320.81
b.	<u>Contract Administration</u>		
	Pursuant to Section 4 of Agreement		
	\$673,860 x .09% x 20%	=	\$ 12,129.48
	Reimbursable Expenses		<u>2,549.71</u>
	<b>TOTAL PHASE II</b>		<b>\$ 45,000.00</b>

C. SUMMARY

PHASE I	\$ 19,000.00
PHASE II	\$ 45,000.00
<b>TOTAL PROPOSAL</b>	<b>\$ 64,000.00</b>

RESOLUTION NO. 91-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE PAYMENT TO D.S. EAKINS CONSTRUCTION CORPORATION, IN THE AMOUNT OF \$ 4,061.50 FOR THE EMERGENCY REPAIR OF SEWER GRAVITY MAIN ON LAKESHORE DRIVE UNDER A "PIGGY-BACK" BID TO MIAMI-DADE CONTRACT S-675; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1438-5350-4606.

**WHEREAS**, the City of Riviera Beach City Council approve emergency payment to D.S. Eakins Construction Corporation for the repair work on the gravity sewer main on Lakeshore Drive; and

**WHEREAS**, during a storm drainage improvement and bike path installation on Lakeshore Drive, the contractor hit an 8" gravity sewer pipe which caused a serious sewer backup; and

**WHEREAS**, the main purpose of this emergency repair work by a sub-contractor was because of the high ground water table and the depth of this sewer line that staff had difficulty making the repairs alone due to of the proximity of the street and ocean.

**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 said payment to D.S. Eakins Construction Corporation in the estimated amount of \$4,061.50 for the repair of a gravity sewer main on Lakeshore Drive under a "piggy-back" bid to Miami-Dade Contract S-675.

**Section 2:** That the Mayor and Finance Director are authorized to make payment for same under Account No. 402-1438-5350-4606.

**Section 3:** This Resolution shall take effect upon its passage and adoption

RESOLUTION NO. 91-00  
PAGE NO. 2

PASSED AND ADOPTED THIS 7th DAY OF JUNE, 2000.

APPROVED:

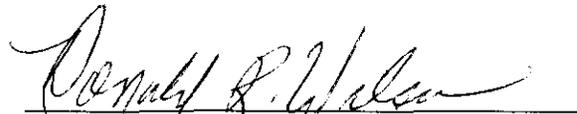
  
MICHAEL D. BROWN, MAYOR

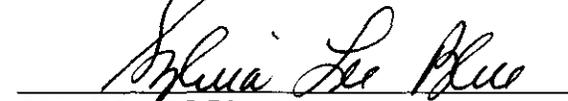
  
EDWARD RODGERS, CHAIRPERSON

ATTEST:

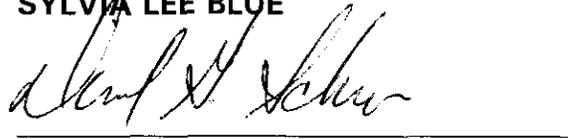
  
ELIZABETH WADE  
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
DAVID G. SCHNYER  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS aye

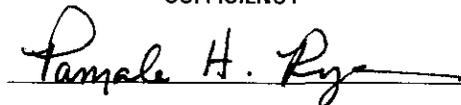
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL  
SUFFICIENCY



DATE: 5/24/00

RESOLUTION NO. 92-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT IN THE MATTER OF WILLIE NAPIER AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$106,000 AS COMPLETE AND FINAL SETTLEMENT OF FURTHER LIABILITY FOR FUTURE MEDICAL BENEFITS IN THE MATTER; FURTHER AUTHORIZING THE CITY'S INSURANCE ADMINISTRATORS, GALLAGHER BASSETT SERVICES, TO PAY THIS AMOUNT TO THE CLAIMANT/CLAIMANT'S ATTORNEY FROM THE CITY'S LOSS FUND ACCOUNT NUMBER 602-0305-5130-1405.

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

**SECTION 1.** That the City Council hereby authorize settlement of further liability for future medical benefits in the matter of Willie Napier's medical portion of the Worker's Compensation matter in the total amount of \$106,000.

**SECTION 2.** That the Insurance Administrator Gallagher Bassett Services is hereby authorized to make payment from the City's Loss Fund in the amount of \$106,000.

**SECTION 3.** That the settlement amount of \$106,000 shall be paid from the City's Worker's Compensation Settlement Account No. 602-0305-5130-1405.

**SECTION 4.** This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this 7th day of June, 2000.

Michael D. Brown

MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)

ATTEST

Carrie E. Ward

CARRIE E. WARD, CMC/AEE  
CITY CLERK

Edward Rodgers

EDWARD RODGERS  
CHAIRPERSON

Elizabeth Wade

ELIZABETH WADE  
CHAIRPERSON PRO TEM

Donald R. Wilson

DONALD R. WILSON

Sylvia L. Blue

SYLVIA L. BLUE

David G. Schnyer

DAVID G. SCHNYER  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

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

REVIEWED AS TO LEGAL SUFFICIENCY

PH Perry  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/26/00

RESOLUTION NO. 93-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT IN THE MATTER OF CHRISTOPHER DELISO AND APPROVING THE TOTAL SETTLEMENT OF \$250,000 AS COMPLETE AND FINAL SETTLEMENT OF FURTHER LIABILITY FOR FUTURE MEDICAL BENEFITS IN THE MATTER; FURTHER AUTHORIZING THE CITY'S INSURANCE ADMINISTRATORS, GALLAGHER BASSETT SERVICES, TO PAY THIS AMOUNT TO THE CLAIMANT/CLAIMANT'S ATTORNEY FROM THE CITY'S LOSS FUND ACCOUNT NUMBER 602-03005-5130-1405.

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

**SECTION 1.** That the City Council hereby authorize settlement of further liability for future medical benefits in the matter of Christopher DeLiso's medical portion of the Worker's Compensation matter in the total amount of \$250,000.

**SECTION 2.** That the Insurance Administrator Gallagher Bassett Services is hereby authorized to make payment from the City's Loss Fund in the amount of \$250,000.

**SECTION 3.** That the settlement amount of \$250,000 shall be paid from the City Worker's Compensation Settlement Account No. 602-0305-5130-1405.

**SECTION 4.** This Resolution shall take effect upon its passage and adoption.

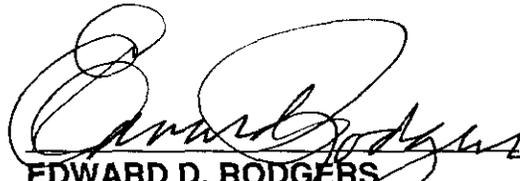
RESOLUTION NO. 93-00  
PAGE 2.

PASSED AND ADOPTED this 7th day of June 2000.

APPROVED:

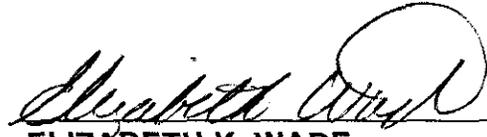


MICHAEL D. BROWN  
MAYOR



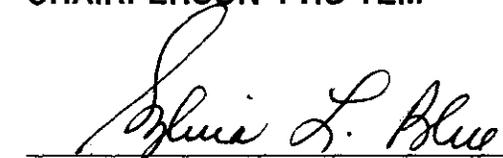
EDWARD D. RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)

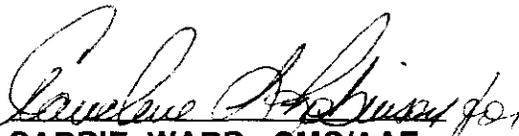


ELIZABETH K. WADE  
CHAIRPERSON PRO TEM

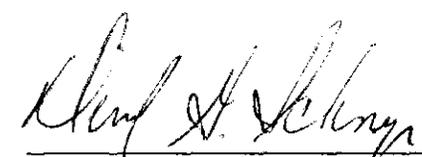
ATTEST:



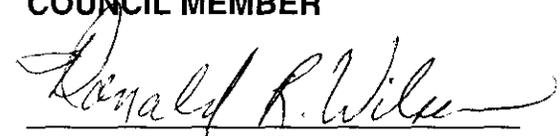
SYLVIA L. BLUE  
COUNCIL MEMBER



CARRIE WARD, CMC/AE  
CITY CLERK



DAVID G. SCHNYER  
COUNCIL MEMBER



DONALD R. WILSON  
COUNCIL MEMBER

RESOLUTION NO. 93-00  
PAGE 3.

Motion By: D. Schnyer

Second By: S. Blue

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

REVIEWED FOR LEGAL SUFFICIENCY

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

DATE: 5/30/00

RESOLUTION NO. 94-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE FLORIDA LEAGUE OF CITIES FOR THE COLLECTION OF DELINQUENT INSURANCE COMPANY OCCUPATIONAL LICENSE TAXES.**

**WHEREAS, the Florida League of Cities has a program to investigate and collect unpaid occupational license taxes from companies transacting insurance business; and**

**WHEREAS, over the years, the City of Riviera Beach has utilized these services and found it to be beneficial; and**

**WHEREAS, the City wishes to continue utilizing these services.**

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

**SECTION 1. That the Mayor is authorized to execute the attached agreement with the Florida League of Cities for the collection of delinquent insurance company occupational license taxes.**

**PASSED AND ADOPTED this 7th day of June, 2000.**

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

*Edward Rodgers*  
EDWARD RODGERS, CHAIRMAN

*Elizabeth Wade*  
ELIZABETH WADE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

ATTEST:

*David G. Schnyer*  
DAVID G. SCHNYER

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

*Donald R. Wilson*  
DONALD R. WILSON  
COUNCILMEMBERS

MOTIONED BY: D. Schnyer

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. Blue

E. RODGERS aye

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

E. WADE: aye

D. WILSON: aye

DATE: 5/25/00

S. BLUE: aye

D. SCHNYER: aye

AGREEMENT

STATE OF FLORIDA

COUNTY OF Palm Beach County

THIS AGREEMENT, made and entered into the 7th day of June,  
A.D. 2000, between the FLORIDA LEAGUE OF CITIES, INC., a corporation not for profit of  
the State of Florida, with its principal office in the City of Tallahassee, Florida, hereinafter called the "League,"  
and Palm Beach County, a municipal corporation of the State of  
Florida, hereinafter called the "City;"

WITNESSETH: That for the consideration hereinafter set forth, the League and City agree that:

1. The League will make the necessary investigations and collect unpaid, escaped and delinquent privilege or occupational license taxes from corporations, firms or associations transacting any insurance business in the City.
2. The City shall not incur any expense or liability in connection with such investigation and collection except as hereinafter set forth.
3. The League, at its expense, will write all necessary letters and assume all other expenses incurred in the collection of said license taxes.
4. Only such corporations, firms or associations obligated to pay such license taxes under State Law or under any City Ordinance of the City shall be approached or investigated.
5. The League shall retain 50% of the amount collected for effecting the collection of such delinquent and escaped privilege, or license, taxes and the balance of 50% of the gross amount recovered shall be forwarded to the City periodically by statements to said City. The League shall receive no commission or compensation for amounts collected in subsequent years on voluntary payments or payments received from billings by the City from companies from which the League has effected collection under this Agreement.
6. During the term of this Agreement the City shall notify the League of any payments or compromise settlements received by the City, of such escaped and delinquent license taxes due from insurance corporations, firms or associations. If any license taxes collected under this Agreement are paid directly to the City, the City shall remit to the League the commission due it under this Agreement, or if sums due are forwarded to the League in the name of the City, the League shall deduct its commission and remit to the City the sums due it under this Agreement.

RESOLUTION NO. 95-00

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 DISASTER RELIEF FUNDING AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS FOR REIMBURSEMENT OF EXPENSES ASSOCIATED WITH HURRICANE GEORGES.

WHEREAS, in September 1998, the City of Riviera Beach incurred expenses associated with Hurricane Georges; and

WHEREAS, it has been determined that the City is eligible for reimbursement for a portion of the expenses incurred.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the attached agreement with the Florida Department of Community Affairs for reimbursement of expenses associated with Hurricane Georges.

PASSED AND ADOPTED this 7th day of June, 2000.

APPROVED:

Michael D. Brown  
MICHAEL D. BROWN, MAYOR

Edward Rodgers  
EDWARD RODGERS, CHAIRMAN

Elizabeth Wade  
ELIZABETH WADE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

Sylvia Lee Blue  
SYLVIA LEE BLUE

ATTEST:

David G. Schnyer  
DAVID G. SCHNYER

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

Donald R. Wilson  
DONALD R. WILSON  
COUNCILMEMBERS

MOTIONED BY: D. Schnyer

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. Blue

E. RODGERS aye

Pamela H. Puz  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

E. WADE: aye

D. WILSON: aye

DATE: 5/25/00

S. BLUE: aye

D. SCHNYER: aye

RESOLUTION NO. 96-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR FISCAL YEAR 2000-2001 FOR THE BOYS AND GIRLS CLUB IN ADDITION TO THE PREVIOUS APPLICATION SUBMITTED FOR 35<sup>TH</sup> STREET IMPROVEMENTS, RANKING THE TWO PROJECTS IN ORDER OF PRIORITY; AUTHORIZING THE CITY MANGER TO SUBMIT THE APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Palm Beach County Department of Housing and Community Development Department solicits applications for the Community Development Block Grant (CDBG) Program, and the City of Riviera Beach is a participating municipality in the CDBG Program; and

**WHEREAS**, the Boys and Girls Club has submitted an application for funding consideration in the amount of \$30,000; and

**WHEREAS**, the City of Riviera Beach desires to submit two (2) projects for community development funding for fiscal year 2000-2001, ranked in the following order: (1) 35<sup>th</sup> Street Improvements and (2) The Boys and Girls Club.

**WHEREAS**, all funding requests must be authorized prior to submission.

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

**Section 1.** The City Council hereby approves and supports the submission of an application for CDBG funding on behalf of the Boys and Girls Club in the amount of \$30,000 in addition to the application submitted by the City of Riviera Beach for Northwest Neighborhood Strategy Area Street Improvement Phase III, including reconstruction of West 35<sup>th</sup> Street between Old Dixie Highway and Avenue "O".

**Section 2.** The two projects shall be ranked in the following order:  
(1) 35<sup>th</sup> Street Improvements - \$190,000  
(2) The Boys and Girls Club - \$30,000

**Section 3.** The City Manager is hereby authorized to submit the Boys & Girls Club application, in addition to the previously submitted 35<sup>th</sup> Street Improvement application and accompanying Resolution to the County Department of Housing and Community Development Department.

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

**PASSED and APPROVED** this 7th day of June, 2000.

APPROVED:

Michael D. Brown  
Michael D. Brown, MAYOR

Edward Rodgers  
Edward Rodgers, Chairperson

(MUNICIPAL SEAL)

Elizabeth Wade  
Elizabeth Wade, Chair Pro-Tem

ATTEST:

Sylvia Lee Blue  
Sylvia Lee Blue

David G. Schnyer  
David G. Schnyer

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

Donald R. Wilson  
Donald R. Wilson  
COUNCILMEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

S. Blue aye

E. Rodgers aye

D. Schnyer aye

E. Wade aye

D. Wilson aye

REVIEWED AS TO LEGAL SUFFICIENCY

Donald H. By  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/30/00

RESOLUTION NO. 97-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SETTLEMENT IN THE MATTER OF ALLEN R. ANDREWS, ET AL, V. FLORIDA EAST COAST RAILWAY COMPANY AND CITY OF RIVIERA BEACH, CASE NO. CL 95-1619 A1 AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$75,000.00 FROM CITY'S LIABILITY ACCOUNT NO. 602-0305-5130-4508 THROUGH GALLAGHER BASSETT SERVICES, INC., UNDER CLAIM NO. 000160-0043-GB-01 AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

SECTION ONE. That the City Council hereby approves settlement in the matter of *Allen R. Andrews, et al. v. Florida East Coast Railway Company and City of Riviera Beach, Case No. CL 95-1619 A1* in the total amount of \$75,000.00.

SECTION TWO. That said amount shall be paid from the City's Liability Account No. 602-0305-5130-4508 through Gallagher Bassett Services, Inc., Claim No. 000160-0043-GB-01.

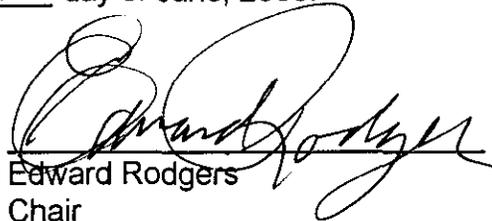
SECTION THREE. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED and ADOPTED this 7th day of June, 2000.

APPROVED:

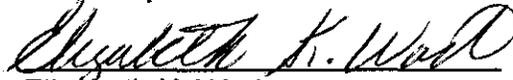


Michael D. Brown  
Mayor



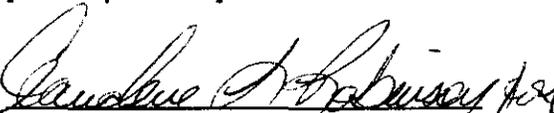
Edward Rodgers  
Chair

Attest::

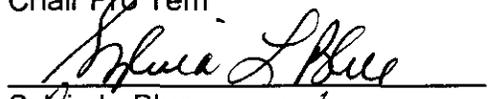


Elizabeth K. Wade  
Chair Pro Tem

[Municipal Seal]



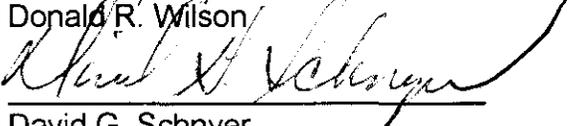
Carrie E. Ward, CMC/AE  
City Clerk



Sylvia L. Blue



Donald R. Wilson



David G. Schnyer

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

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

Approved as to legal sufficiency

By: Pamela H. Ryz  
City Attorney  
Date: 5/22/00

[SETTLEMENT/PHR:dpm\*052200]

RESOLUTION NO. 98-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 3707 BROADWAY, PLUMOSA PARK REPL. BLK 5, LT 19-24, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$7,320.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, property located at 3707 Broadway, Plumosa Park Repl. Blk 5, Lt. 19-24, was found to be in violation of the City's Code of Ordinances on May 24, 1994, pursuant to Case No. CEB 94-103 dated August 24, 1994; and

**WHEREAS**, liens were filed against the property by the City of Riviera Beach on November 18, 1994, for non-compliance with the Code Enforcement Board's order; and

**WHEREAS**, the property located at 3707 Broadway is owned by Kendall Family Partnership, and is now in compliance; and

**WHEREAS**, City staff has negotiated an offer of settlement with the Kendalls in the amount of \$7,320.00; and

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

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

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

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

**Section 2.** The City Council hereby accepts the sum of \$7,320.00 as consideration for the release of liens hereby granted on the subject property.

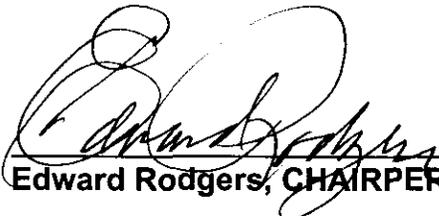
**Section 3.** The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount.

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

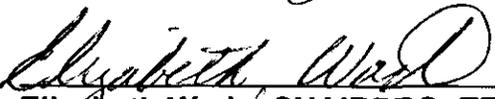
**PASSED and ADOPTED** this 7th day of June, 2000.

**APPROVED:**

  
\_\_\_\_\_  
Michael D. Brown, MAYOR

  
\_\_\_\_\_  
Edward Rodgers, CHAIRPERSON

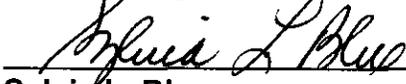
{MUNICIPAL SEAL}

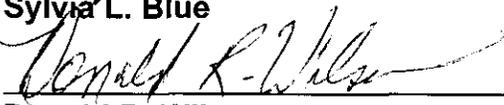
  
\_\_\_\_\_  
Elizabeth Wade, CHAIRPRO-TEM

**ATTEST:**

  
\_\_\_\_\_  
David Schnyer

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

  
\_\_\_\_\_  
Sylvia L. Blue

  
\_\_\_\_\_  
Donald R. Wilson  
COUNCIL MEMBERS

Motioned By: E. Wade  
Seconded By: S. Blue

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

Reviewed as to Legal Sufficiency

Parade H. Ryz  
City Attorney  
City of Riviera Beach

Date: 5/30/00

RESOLUTION NO. 99-00

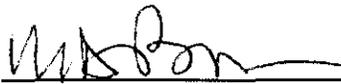
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO THE RIVIERA BEACH CRIME PREVENTION PROGRAM, INC., OF RIVIERA BEACH, FLORIDA THE SUM OF \$2,000 AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER:  
150-0000-5210-3106

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

**SECTION ONE.** The City of Riviera Beach, Palm Beach County, Florida does hereby accept the request from the Crime Prevention Program, Inc. and will forward to the Riviera Beach Crime Prevention Program, Inc., P.O. Box 10770, Riviera Beach, Florida 33419 the sum of \$2,000.00.

**SECTION TWO.** That the Mayor and the Director of Finance are authorized to make payment for same from the Law Enforcement Trust Fund Account Number: 150-0000-5210-3106.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

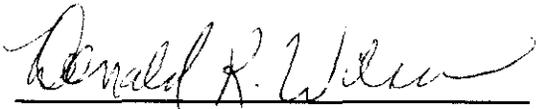
  
EDWARD RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)

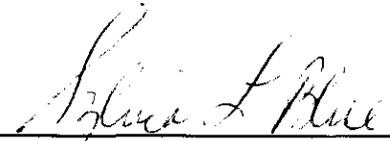
  
ELIZABETH WADE  
CHAIR PRO-TEM

ATTEST:

  
CARRIE E. WARD, CMC/AEE  
CITY CLERK

  
DONALD R. WILSON

  
DAVID G. SCHNYER

  
SYLVIA L. BLUE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RYZ  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 6/12/04

RESOLUTION NO. 100-00

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO THE RIVIERA BEACH BRANCH OF THE POLICE ATHLETIC LEAGUE OF RIVIERA BEACH, FLORIDA THE SUM OF \$10,000.00 AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER: 150-0000-5210-3106; ACCOUNT TO BE DISBURSED FROM ACCOUNT NUMBER 001-1232-572-0-5522 RECREATION DEPARTMENT "PAL ACTIVITIES".

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

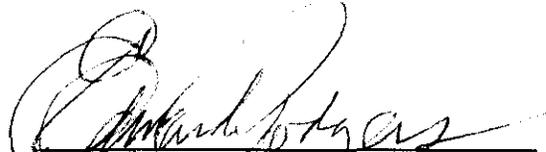
**SECTION ONE.** The City of Riviera Beach, Palm Beach County, Florida does hereby accept the request from the Riviera Beach Branch of PAL for the sum of \$10,000.00.

**SECTION TWO.** That the Mayor and the Director of Finance are authorized to make payment for same from the Law Enforcement Trust Fund Account Number: 150-0000-5210-3106.

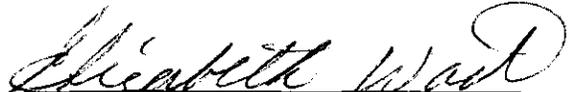
**SECTION THREE.** That the Law Enforcement Trust Fund Account Number 150-0000-5210-3106 funds will be transferred to the Department of Recreation Account Number 001-1232-572-0-5522 "PAL Activities" for disbursement.

APPROVED:

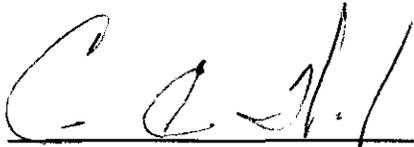
  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

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

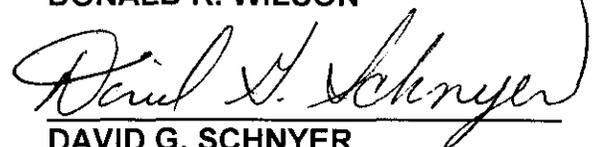
(MUNICIPAL SEAL)

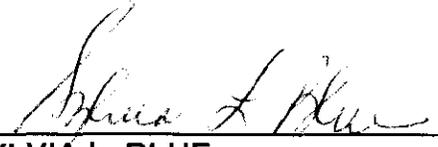
  
\_\_\_\_\_  
ELIZABETH WADE  
CHAIR PRO-TEM

ATTEST:

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

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

  
\_\_\_\_\_  
DAVID G. SCHNYER

  
\_\_\_\_\_  
SYLVIA L. BLUE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMELA A. RYAN  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE 6/12/00

RESOLUTION NO. 101-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE CITY OF WEST PALM BEACH IN THE AMOUNT OF \$56,425.00 AS DEFINED IN THE INTERLOCAL AGREEMENT BETWEEN BOTH MUNICIPALITIES FOR THE 800 MHZ TRUNKING RADIO SYSTEM FOR 1999 - 2000 FISCAL YEAR. PAYMENT IS TO BE PAID FROM ACCOUNT 001 - 0817-5210-4102 POLICE DEPARTMENT, SUPPORT SERVICES BUREAU COMMUNICATIONS SERVICE RADIO; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach entered into an Interlocal agreement with the City of West Palm Beach to purchase and use an 800 MHz Trunking Radio System; and

**WHEREAS**, the agreement defines cost as based on fixed charged back cost and the number of radios our agency uses as compared to the total number of radios on the system; and

**WHEREAS**, the cost for the fiscal year 1999 - 2000 is in the amount of \$56,245.00 and was budgeted in account 001 0817-5210 4201.

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

**SECTION 1.** The Finance Director is authorized to make payment in the amount of \$56,245.00 to the City of West Palm Beach for the City of Riviera Beach portion of maintenance of the 800 MHz trucking Radio system for 1999 - 2000 fiscal year. Said payment shall be made from account 001 0817-5210 4210 as budgeted.

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

RESOLUTION NO. 101-00  
PAGE 2

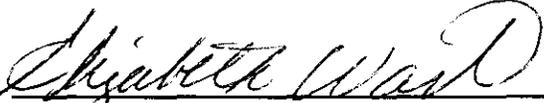
PASSED AND APPROVED this 21ST day of JUNE, 2000.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

ATTEST:

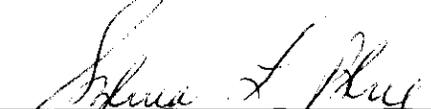
  
ELIZABETH WADE, CHAIR PRO-TEM

[MUNICIPAL SEAL]

  
DONALD R. WILSON

  
DAVID G. SCHNYER

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
SYLVIA L. BLUE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

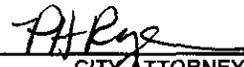
E. WADE aye

D. WILSON aye

D. SCHNYER aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 6/12/00

RESOLUTION NO. 102-00

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND SUBMIT A GRANT APPLICATION TO KEEP PALM BEACH COUNTY BEAUTIFUL, INC. REQUESTING FUNDS IN THE AMOUNT \$105,848 FROM THE PALM BEACH COUNTY THOROUGHFARE BEAUTIFICATION GRANT PROGRAM TO INSTALL LANDSCAPING ALONG BLUE HERON BOULEVARD FROM GARDEN ROAD TO AVENUE S; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Blue Heron Boulevard from Garden Road to Avenue S is a state thoroughfare needing beautification; and

**WHEREAS**, the City is desirous of beautifying this thoroughfare; and

**WHEREAS**, the City estimates the total cost for the design and construction of a beautification project for Garden Road to Avenue S to be approximately \$213,834; and

**WHEREAS**, Keep Palm Beach County Beautiful, Inc. will provide a 49.5% match for the total cost of the project; and

**WHEREAS**, the Port of Palm Beach has committed to provide \$25,000 in their 2000-01 budget for the project; and

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

**Section 1.** The Mayor and City Clerk are authorized to sign a matching grant application to Keep Palm Beach County Beautiful, Inc., Palm Beach County Thoroughfare Beautification Grant Program.

**Section 2.** Once the application is approved, the Finance Director is authorized to provide funding of \$213,834 for this project, of which \$105,848 will be reimbursed by Keep Palm Beach County Beautiful, Inc. when the landscape Architect of record provides a certificate of completion along with the request for reimbursement from the granting agency.

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

PASSED AND APPROVED this 21ST day of JUNE, 2000

APPROVED:

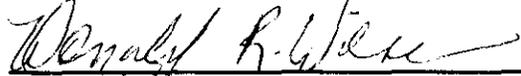
  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

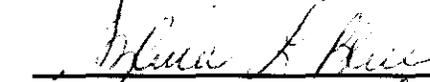
{MUNICIPAL SEAL}

  
ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

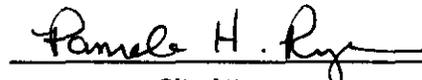
  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
SYLVIA L. BLUE  
  
DAVID G. SCHNYER  
COUNCIL MEMBERS

Motioned By: E. Wade  
Seconded By: D. Schnyer

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

Reviewed as to Legal Sufficiency

  
Pamela H. Ryan  
City Attorney  
City of Riviera Beach

Date: 6/13/00

RESOLUTION NO. 103-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM IN AMOUNT OF \$202,708.00; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CASH MATCH (\$22,523) FROM THE GENERAL FUND - GRANTS CASH MATCH ACCOUNT (001-0203-5190-8301) TO THE LOCAL LAW ENFORCEMENT GRANT FUND (113); AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Bureau of Justice (BJA) has established a Local Law Enforcement Block Grant (LLBEG) Program; and

**WHEREAS**, the City of Riviera Beach has been awarded funds in the amount of \$202,708.00 and requires matching funds of \$22,523.00, totaling \$225,231.00; and

**WHEREAS**, the LLEBG-99 program requires that at least one public hearing be held to discuss the proposed use of the funds.

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

**SECTION 1.** The Finance Director is authorized to accept the Grant Funds on behalf of the City and set up budget as follows:

<b>REVENUE</b>		
113-381001	TRANSFER FROM GENERAL FUND	\$ 22,523.00
113-331210	LLBEG (99)	<u>202,708.00</u>
		\$225,231.00
<b>EXPEDITURE</b>		
113-0817-5559-6405	MACHINERY & EQUIPMENT OTHER	\$225,231.00

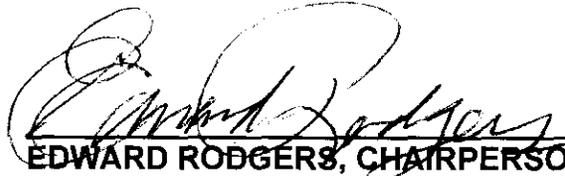
**SECTION 2.** This resolution shall take effect immediately upon its passage.

RESOLUTION NO. 103-00  
PAGE 2

PASSED AND APPROVED this 21ST day of JUNE, 2000.

APPROVED:

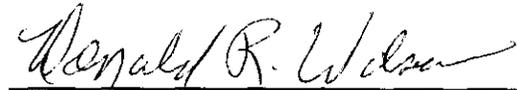
  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

ATTEST:

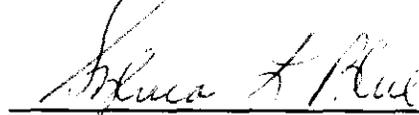
  
ELIZABETH WADE, CHAIR PRO-TEM

[MUNICIPAL SEAL]

  
DONALD R. WILSON

  
DAVID G. SCHNYER

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
SYLVIA L. BLUE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

E. WADE aye

D. WILSON aye

D. SCHNYER aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 6/12/00

RESOLUTION NO. 104-00

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ESTABLISHING A BUDGET FOR THE HOUSING TRUST FUND IN THE AMOUNT OF \$70,000 AND AUTHORIZING EXPENDITURES FROM THE HOUSING TRUST FUND AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the Housing Trust Fund was established in 1985 to facilitate the development of affordable housing opportunities in the City of Riviera Beach; and

**WHEREAS**, the Housing Trust Fund has not had a budget allocation in previous years, and operated from contributions from the Minorities Employment and Affordable Housing Opportunity Program (MEAHOP); and

**WHEREAS**, the Housing Trust Fund has been used principally to support housing expenses associated with the Infill Housing Program; and

**WHEREAS**, housing activities and programs have expanded to include closing cost, down payment assistance, emergency repairs, demolition, housing development, impact fee assistance, housing inspections, and other related items.

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

**Section 1.** The City Council authorizes the Finance Director to set up a budget for the Housing Trust Fund as follows:

Professional Services	\$5,000.00
Emergency Repairs/Maintenance/Ins.	15,000.00
Down payment/Closing cost assistance	5,000.00
Impact Fee Assistance	15,000.00
Demolitions	30,000.00
Housing Development Activities	<u>0.00</u>
TOTAL	\$70,000.00

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

**PASSED and APPROVED this** 21ST **day of** JUNE, **2000.**

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

*Edward Rodgers*  
EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}

*Elizabeth Wade*  
ELIZABETH WADE, CHAIR PRO-TEM

*Donald R. Wilson*  
DONALD R. WILSON

ATTEST:

*Sylvia L. Blue*  
SYLVIA L. BLUE

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

*David G. Schnyer*  
DAVID G. SCHNYER  
COUNCIL MEMBERS

Motioned By: E. Wade

Seconded By: S. Blue

E. Rodgers: aye

E. Wade: aye

D. Wilson: aye

S. Blue: aye

D. Schnyer: aye

Reviewed as to Legal Sufficiency

*Pamela H. Ryan*  
City Attorney  
City of Riviera Beach

Date: 6/12/00

RESOLUTION NO. 105-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO McGUIRE, WOODS, BATTLE & BOOTHE, 285 PEACHTREE CENTER, N.W., MARGUIS TOWER, SUITE 2200, ATLANTA, GA 30303 -1909 IN THE AMOUNT OF \$7,974.30 FOR PROFESSIONAL LEGAL SERVICES PERFORMED AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

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

**WHEREAS**, McGuire, Wood, Battle & Boothe LLP submitted an invoice in the amount of \$7,974.30 for performing professional legal services regarding Police Benevolent Association.

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

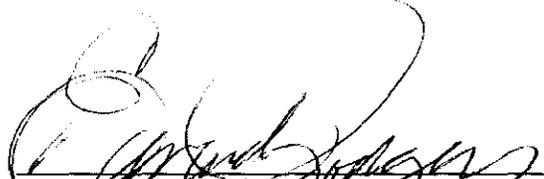
**SECTION 1.** That the Mayor and Finance Director are authorized to make the payment in the amount of \$ 7,974.30 from Account #001-0512-5190-3101.

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

PASSED AND ADOPTED this 5TH day of JULY 2000.

APPROVED:

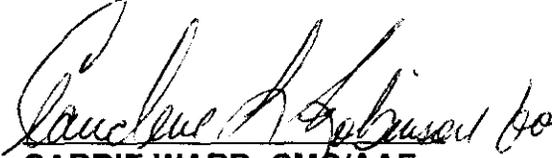
  
MICHAEL D. BROWN, MAYOR

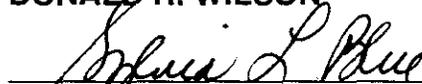
  
EDWARD RODGERS, CHAIRPERSON

ELIZABETH WADE, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE WARD, CMC/AEE  
CITY CLERK

  
SYLVIA L. BLUE

  
DAVID SCHYNER  
COUNCIL MEMBERS

MOTIONED BY: D. Schyner

SECONDED BY: S. Blue

E. RODGERS aye

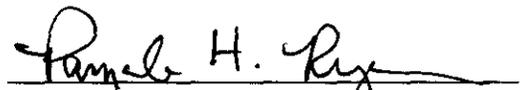
E. WADE absent

D. WILSON aye

S. BLUE aye

D. SCHYNER aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 6/27/00

RESOLUTION NO. 106-00

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO THE RIVIERA BEACH EXPRESS BASKETBALL CLUB OF RIVIERA BEACH, FLORIDA THE SUM OF \$5,000.00 AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER: 150-0000-5210-3106; FUNDS TO BE DISBURSED FROM ACCOUNT NUMBER 001-1232-572-0-5517 RECREATION DEPARTMENT "BASKETBALL CLUB".

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

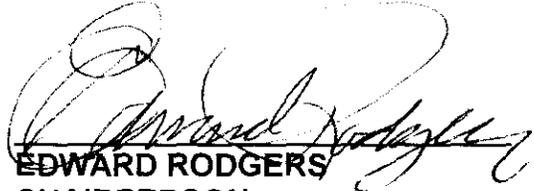
**SECTION ONE.** The City of Riviera Beach, Palm Beach County, Florida does hereby accept the request from the Riviera Beach Express Basketball Club for the sum of \$5,000.00.

**SECTION TWO.** That the Mayor and the Director of Finance are authorized to make payment for same from the Law Enforcement Trust Fund Account Number: 150-0000-5210-3106.

**SECTION THREE.** That the Law Enforcement Trust Fund Account Number 150-0000-5210-3106 funds will be transferred to the Department of Recreation Account Number 001-1232-572-0-5517 "Basketball Club Activities" for disbursement and increase the General Fund Budget by \$5,000.00.

APPROVED:

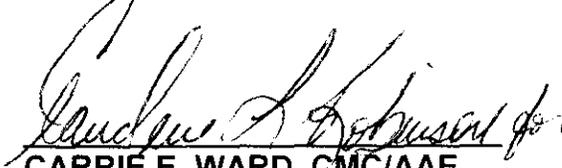
  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

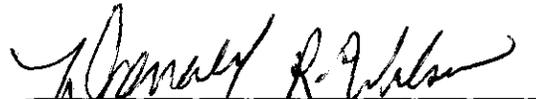
  
\_\_\_\_\_  
EDWARD RODGERS  
CHAIRPERSON

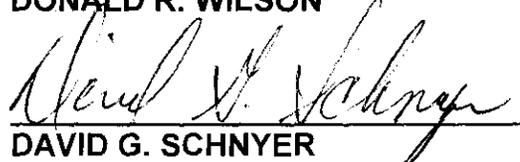
(MUNICIPAL SEAL)

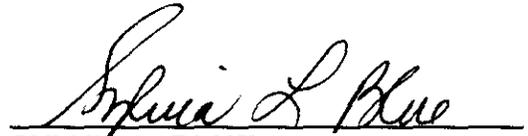
\_\_\_\_\_  
ELIZABETH WADE  
CHAIR PRO-TEM

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD, CMC/AEE  
CITY CLERK

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

  
\_\_\_\_\_  
DAVID G. SCHNYER

  
\_\_\_\_\_  
SYLVIA L. BLUE  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS aye

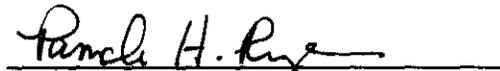
E. WADE absent

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE 6/28/00

**RESOLUTION NO. 107-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE EMERGENCY RE-ROOFING OF CITY HALL MUNICIPAL COMPLEX BUILDINGS TO T.L. WINGATE, INC. OF WEST PALM BEACH, FLORIDA AT A TOTAL COST OF \$253,814.68. STAFF ALSO REQUEST COUNCIL APPROVE \$3,807.22 PAYABLE TO PALM BEACH COUNTY CONSULTANT, THE GORDIAN GROUP, FOR USE OF SAID LICENSING FEE. ALL TERMS, CONDITIONS, AND PRICES SUBMITTED IN ACCORDANCE WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, JOB ORDER CONTRACT (JOC) NO. R-98-1208-D. AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 305-0203-5190-4602.**

**WHEREAS,** The City of Riviera Beach Municipal Complex Buildings is in need of major improvements to the roof system, and

**WHEREAS,** T. L. Wingate, Inc., of West Palm Beach, Florida submitted proposals in the amount of \$253,814.68 in accordance with Palm Beach County Board of County Commissioners Job Order Contract (JOC) No. R-98-1208-D, and

**WHEREAS,** The City of Riviera Beach agree to pay Palm Beach County JOC System Consultant, the Gordian Group, a licensing fee (equal to 1.5%) \$3,807.22 for use of said contract, and

**WHEREAS,** The City has budgeted the necessary funds for re-roofing the various buildings at the Municipal Complex.

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

**SECTION 1:** That the City Council of the City of Riviera Beach authorize staff to re-roof City Hall Administration Building, Library, Police Department, and the Utilities Administration Building (Skylights).

**SECTION 2:** That the City Council of the City of Riviera Beach hereby authorize the work to be performed by T. L. Wingate, Inc., General Contractor, of West Palm Beach, Florida for the re-roof project in the amount of \$253,814.68. All terms, conditions, prices, and materials shall be in accordance with Palm Beach County Board of County Commissioners Job Order Contract (JOC) price and materials listing under contract No. R-98-1208-D.

**SECTION 3:** That the City Council of the City of Riviera Beach hereby authorize Staff to pay one and one-half percent (\$3,807.22) to the Gordian Group for Palm Beach County JOC System licensing fee.

**SECTION 4:** That ad valorem tax proceeds previously budgeted were transferred to a debt service account, now be transferred to the Capital Outlay fund to pay for these expenses directly.

**SECTION 5:** This resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 5TH day of JULY 2000.

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

*Edward Rodgers*  
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

ELIZABETH "LIZ" WADE, CHAIR PRO-TEM

ATTEST:

*Donald R. Wilson*  
DONALD R. WILSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

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

*David G. Schnyer*  
DAVID G. SCHNYER  
COUNCILMEMBERS

MOTION BY: D. Schnyer

SECOND BY: S. Blue

E. RODGERS aye

E. WADE absent

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY

*Thomas H. Ryan*  
CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 6/26/00

RESOLUTION NO. 108-00

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 MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FDOT FOR LANDSCAPING AND IRRIGATION IMPROVEMENTS TO SR 708, BLUE HERON BOULEVARD FROM THE I-95 INTERCHANGE TO GARDEN ROAD; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, in December, 1999, the City of Riviera Beach was awarded a matching grant from KPBCB for landscaping and irrigation improvements to Blue Heron Boulevard from the I-95 Interchange to Garden Road; and

**WHEREAS**, the City is desirous of beautifying this thoroughfare; and

**WHEREAS**, in order to proceed with the project the City must execute an agreement with the FDOT for the maintenance of the improvements; and

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

**Section 1.** The Mayor and City Clerk are authorized to sign a Maintenance Memorandum of Agreement with the FDOT for the landscaping and irrigation improvements for Blue Heron Boulevard from the I-95 Interchange to Garden Road.

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

PASSED AND APPROVED this 5TH day of JULY, 2000

APPROVED:

[Signature]  
MICHAEL D. BROWN, MAYOR

[Signature]  
EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}

[Signature]  
ELIZABETH WADE, CHAIR PRO-TEM

[Signature]  
DAVID SCHNYER

ATTEST:

[Signature]  
SLYVIA BLUE

[Signature]  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

[Signature]  
DONALD WILSON  
COUNCIL MEMBERS

Motioned By: D. Schnyer

Seconded By: S. Blue

E. Rodgers: aye

E. Wade: absent

D. Schnyer: aye

S. Blue: aye

D. Wilson: aye

Reviewed as to Legal Sufficiency

[Signature]  
City Attorney  
City of Riviera Beach

Date: 6/27/00

**DISTRICT FOUR (4)**  
**HIGHWAY BEAUTIFICATION GRANT AND**  
**MAINTENANCE MEMORANDUM OF AGREEMENT**  
**DSF-REIMB**  
**CONTRACT NUMBER AI 810**  
**PBC MPO 1999-2000**

**THIS AGREEMENT**, made and entered into this day of August 14, 2000, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the "**DEPARTMENT**" and the City of Riviera Beach a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "**AGENCY**".

**WITNESSETH**

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain a six (6) lane highway facility as described in Exhibit "A" attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

**WHEREAS**, the **AGENCY** is of the opinion that said highway facility that contains landscape medians and areas outside the travel way to the right of way line, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the **AGENCY** by Resolution No. 108-00 dated 6/27/00 attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **AGENCY** hereby agrees to install or cause to be installed landscaping on the highway facility as specified in plans and specifications included as Exhibit "B", with if any, the following exceptions and conditions:
  - A. The current Florida of Department of Transportation Roadway and Traffic Design Standard index 546 must be adhered to,
  - B. Clear zone/horizontal clearance as specified in the Plans Preparation Manual - Metric Volume 1, Chapter 2 must be adhered to as outlined on relevant sheets in Exhibit D,
  - C. Landscaping shall not obstruct roadside signs or permitted outdoor advertising signs,
  - D. If irrigation is to be installed, the Department shall be provided accurate as built plans

of the system so if in the future there is a need for the Department to perform work in the area, the system can be accommodated as much as possible,

- E. If it becomes necessary to provide utilities to the median or side areas ( water/electricity) it shall be the **AGENCY'S** responsibility to obtain a permit for such work though the local maintenance office
  - F. During the installation of the project and future maintenance operations, maintenance of traffic shall be in accordance with the 1988 edition of the MUTCD and the current Department Roadway and Traffic Design Standards (series 600),
  - G. The **AGENCY** shall provide the local maintenance office located at **7900 Forest Hill Boulevard, West Palm Beach, Fl 33413** , a twenty-four (24) hour access telephone number and the name of a responsible person that the department may contact,
  - H. If there is a need to restrict the normal flow of traffic it shall be done on off peak hours (9AM to 3PM),
  - I. The **AGENCY** shall be responsible to clear all utilities, including the signal system communication cable, within the project limits
  - J. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project,
2. The **AGENCY** agrees to maintain the landscaping and irrigation (if applicable) within the median and areas outside the travel way to the right of way line, excluding sidewalk and crosswalks, unless constructed with other than concrete or asphalt at the **AGENCY'S** request, by periodic trimming, cutting, mowing, fertilizing, litter pickup and necessary replanting, following the Department's landscape safety and plant care guidelines. The **AGENCY's** responsibility for maintenance shall include all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median, crosswalks, and areas outside the travel way to the right-of-way line on Department of Transportation right-of-way within the limits of the Project. Such maintenance to be provided by the **AGENCY** is specifically set out as follows:

To maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep the header curbs that contain the hardscape in optimum condition. To maintain also means to keep litter removed from the median and areas outside the travel way of the right of way line. Plants shall be those items

which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the **AGENCY**, shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding payment reduction, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the Department.

3. If at any time after the **AGENCY** has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the Department's District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:
  - (a) Complete the installation or part thereof, with Department or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
  - (b) Maintain the landscaping or a part thereof, with Department or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
  - (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by Department or private contractor's personnel, all of the landscaping installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.
4. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the Department may remove the same and any mitigation required for remaining landscape/hardscape shall be the responsibility of the **AGENCY**.
5. The Department agrees to reimburse the **AGENCY** an amount not to exceed \$49,967, as defined in Attachment "C". Subject to this limit, the Department will pay only for the following costs:

- (a) Sprinkler/irrigation system
- (b) Plant materials and fertilizers/soil amendments.
- (c) Paver bricks, header curbs & other hardscape items.

The Department's participation in the project cost, as described in Attachment "C" is limited to only those items which are directly related to this project. Payment shall not be made until (1) certification of acceptance is received from the **AGENCY's** Landscape Architect/or designee and (2) a Department Landscape Architect and/or his designee has approved the project for final payment.

- (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, Florida Statutes.
  - (b) Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.
  - (c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, and bills for travel expenses specifically authorized by this Agreement, if any, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
  - (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the **AGENCY's** general accounting records, together with supporting documents and records, of the contractor and all subcontractors performing work, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
  - (e) The **AGENCY** agrees to return all monies received under the terms of this Agreement, to the Department, should the landscaped area fail to be maintained in accordance with the terms and conditions of this Agreement.
6. This Agreement may be terminated under any one of the following conditions:
- (a) By the Department, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.
  - (b) By the Department, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119,

Florida Statutes and made or received by the **AGENCY** in conjunction with this Agreement.

7. The term of this Agreement commences upon execution.
8. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the Department, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY**'s negligent performance of the work under this Agreement, or due to the failure of the **AGENCY** to construct or maintain the project in conformance with the standards described in Section 2 of this agreement.
9. The **AGENCY** may construct additional landscaping within the limits of the right-of-ways identified as a result of this document, subject to the following conditions:
  - (a) Plans for any new landscaping shall be subject to approval by the Department. The **AGENCY** shall not change or deviate from said plans without written approval by the Department.
  - (b) All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;
  - (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscaping installed;
  - (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the **AGENCY** resulting from the installation of landscaping added under this item.
10. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. The Department's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
13. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the Department.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Agreement and Florida law, the laws of Florida shall prevail.

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

AGENCY

By: *W. Boston*  
 Mayor or Chairman

Attest: *Carrie E. Ward* (SEAL)  
 City Clerk *Carrie E. Ward*

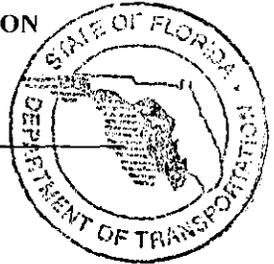
*Patricia H. Ryan*  
 Legal Approval

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION

By: *Rich Chesser*  
 District Secretary

Attest: *Nicole VonBehren* (SEAL)  
 Executive Secretary

*Laura Cameron*  
 Legal Approval



SECTION NO. 9301293010  
FIN NO.(s): 40868515801  
COUNTY: Palm Beach  
S.R. NO.: 708

EXHIBIT "A"

PROJECT LOCATION \_\_\_\_\_

State Road 708 ( Blue Heron Boulevard) from Interstate 95 east to Canal 17

SECTION NO.: 93012  
FIN NO.(s): 40868515801  
COUNTY: Palm Beach  
S.R. NO.: 708

**EXHIBIT "B"**

The Department agrees to reimburse the AGENCY for the installation of the project as reflected in the plans attached hereto and incorporated herein.

SECTION NO: 93012  
FIN NO.(s): 40868515801  
COUNTY: Palm Beach  
S.R. NO.: 708

ATTACHMENT "C"  
(GENERAL)

PROJECT COST

This Exhibit forms an integral part of the Highway Beautification Grant Agreement between the State of Florida, Department of Transportation and the AGENCY.

Dated \_\_\_\_\_

I.	PROJECT COST:	<u>\$56,488</u>
	Department of Transportation	\$ 49,967
	City of Riviera Beach	50,039
	TOTAL	\$100,006

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**RESOLUTION NO. 109-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR SHARED USE OF GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach has received a \$20,000 grant from Environmental Systems Research Institute, Inc. (ESRI) for the industry standard Geographic Information System Software; and

**WHEREAS**, the Department of Community Development and the Utilities Department have an immediate need for County GIS data for projects in process; and

**WHEREAS**, Palm Beach County began the process of implementing a countywide Geographic Information System in the early 1990s and has developed its own GIS data layers, some of which are available to municipalities for administrative costs only; and

**WHEREAS**, the Information Services Division will provide the necessary server space to house the County data; and

**WHEREAS**, the City of Riviera Beach is a municipality in Palm Beach County and the City's citizens would benefit from the use of the data provided by the County which is currently being used in its operational Geographic Information System; and

**WHEREAS**, the City of Riviera Beach has agreed to provide the County with data updates and corrections within the City's service boundaries that are necessary to maintain the County's Geographic Information System.

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

**Section 1.** The Mayor and City Clerk are authorized to execute an interlocal agreement with Palm Beach County for the shared use of Geographic Information Systems (GIS) data to help establish an operational Geographic Information System in the City of Riviera Beach.

RESOLUTION NO. 109-00  
PAGE -2-

**Section 2.** A copy of the agreement is attached hereto and is made a part thereof.

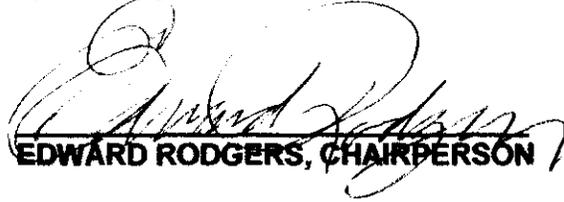
**Section 3.** This resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND APPROVED this 5TH day of JULY, 2000.

APPROVED:



MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON

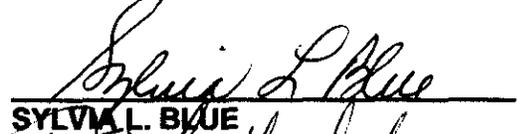
(MUNICIPAL SEAL)

ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:



DONALD R. WILSON



SYLVIA L. BLUE



CARRIE E. WARD, CMC/AAE  
CITY CLERK



DAVID G. SCHNYER  
COUNCIL MEMBERS

Motioned By: D. Schnyer

Seconded By: S. Blue

E. Rodgers: aye

E. Wade: absent

D. Wilson: aye

S. Blue: aye

D. Schnyer: aye

Reviewed as to Legal Sufficiency



City Attorney

City of Riviera Beach

Date: 6/28/00

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF RIVIERA BEACH  
AND  
PALM BEACH COUNTY**

100

000

AGREEMENT

This Agreement is entered on July 21, 2000, between "the parties," the City of Riviera Beach ("the Municipality") and Palm Beach County ("the County"). The Municipality and the County are referred to collectively as "the Parties".

**WITNESSETH THAT:**

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

WHEREAS, the Parties executing the Agreement desire to share the benefits of exchanging geographic and land information in order to have the most up-to-date and accurate information,

WHEREAS, the purpose of this Agreement is to provide a mechanism to share geographic and land information on an ongoing basis,

WHEREAS, Parties will develop procedures for the exchange of geographic and land information in an efficient and timely manner,

NOW THEREFORE, the Parties, in consideration of the mutual benefits flowing from each to the other do thereby agree as follows:

**ARTICLE 1 – STATEMENT OF AGREEMENT**

1.1 The County GIS Service Bureau will provide County copyrighted and licensed geographic data to the City as provided for in Countywide PPM CW-R-007 Geographic Information Maintenance, Management and Dissemination. The Municipality enters into this Agreement to initiate the exchange of updated geographic and land information outlined in Exhibit A with the County on an ongoing basis.

**ARTICLE 2 – TERM OF THE AGREEMENT**

2.1 The period of performance of this Agreement shall commence on date of execution and remain active for a period of five years from the date shown above, unless terminated earlier under Article 6.

RECEIVED

JUL 25 2000

COMMUNITY DEVELOPMENT

### **ARTICLE 3 – SHARING AND OWNERSHIP**

3.1 Each Party shall be responsible for modifications or alterations required at its location for sharing and utilization of geographic and land information.

3.2 Each Party shall provide and maintain in its geographic and land information system environment the information specified in this Agreement under Exhibit A. Said information shall be maintained in the manner (including format, accuracy, symbology, and timeliness) also specified in Exhibit A and enhanced as mutually agreed upon. In some cases, this will require modification to current practices. In such cases, each Party will bear the cost of required modifications to its respective environment. Such information shall be accessible to both Parties, subject to access and security procedures, license agreements, and Federal, State and local law.

3.3 The Municipality agrees to abide by standards set forth by the County in Exhibit A to:

- Satisfy statutory requirements
- Ensure compatibility of information
- Improve productivity in applications development
- Simplify procedures for end users.
- Create greater efficiency in information sharing

3.4 The County will provide a Countywide Centerline file to the Municipality. The Municipality agrees to initiate a plan to verify and enhance the Countywide Centerline file within its jurisdiction and provide a copy of such enhancements back to the County.

### **ARTICLE 4 – PROJECT MANAGEMENT/NOTICE**

4.1 Until otherwise notified in writing, the Project Manager for the Municipality is Mary McKinney, Director of Community Development, City of Riviera Beach at 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 at telephone (561) 845-4060. The Project Manager for the County is Kelly Ratchinsky, Palm Beach County, Information Systems Services, GIS Services, at 301 N. Olive Avenue, West Palm Beach, FL 33401, telephone (561) 355-4275. The Parties shall direct all matters arising in connection with the performance of this Agreement, to the attention of the Project Managers for resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

4.2 All notices, demands, or other communications to the Parties under this Agreement shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

The City of Riviera Beach  
Community Development Department  
Attention: Mary McKinney  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Palm Beach County, Information Systems Services  
GIS Service Bureau  
Attention: Countywide GIS Coordinator  
301 N. Olive Avenue, 4th Floor  
West Palm Beach, FL 33401

Copies to: Palm Beach County Attorney's Office  
301 N. Olive Avenue, 6th Floor  
West Palm Beach, FL 33401

The Parties agree to provide a copy of all such notices under this Agreement to each Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address for notifications, written notice of such new address shall promptly be sent to the other party.

#### **ARTICLE 5 – INDEMNIFICATION & INSURANCE**

5.1 The Parties assume any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Parties and the officers, employees, servants, and agents thereof. Each of the Parties, as a local government agency, warrants and represents that it is self funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Parties by their officers, employees, servants and agents while acting within the scope of their employment with the Parties. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 6- TERMINATION/SUSPENSION**

6.1 This Agreement may be terminated by written notice of either Party to the other, to be effective nine (9) months after receipt. However, termination shall be carefully considered due to the potential cost and disruption of operations to each of the Parties.

6.2 Data sharing may be suspended for failure to adopt standards or for the adoption of policies or engagement in activities which adversely affect the sharing or maintenance of said information. Notice of proposed suspension shall be delivered to the other Party at least five (5) working days prior to suspension. The notice shall state the reasons for the proposed suspension and suggest corrective actions and a time frame within which these corrective actions may be

taken to avoid suspension. Suspended access to shared information shall be restored as soon as reasonably possible following sufficient corrective action has been taken.

6.3 Each Party may enact an emergency suspension of data sharing. The GIS Coordinator shall declare an emergency suspension and temporarily, but immediately, suspend or reduce access to information for just cause. Reasons for emergency suspension include, without limitation, equipment failure; unauthorized geographic information access; high potential for sabotage; failure to adopt and enforce standards; and adoption of policies or engagement of activities which otherwise adversely affect the operation, security or maintenance of the geographic information.

The GIS Coordinator shall notify the County GIS Policy Advisory Committee, identified in Exhibit A, and the other affected Party immediately of any emergency suspension. The notice shall state the reasons for the emergency suspension and suggest corrective actions and a time frame within which these correction actions may be taken to safely allow restoration of access to geographic information. If the GIS Coordinator is confident that actions have adequately corrected the situation, access to information shall be restored.

#### **ARTICLE 7 – STANDARDS OF COMPLIANCE**

7.1 The Parties, their employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement.

7.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for any party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit Court.

7.3 The Parties shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should any Party assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party.

7.4 The Parties hereby assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, sex or sexual orientation, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Parties shall take all measures necessary to effectuate these assurances.

#### **ARTICLE 8 – GENERAL PROVISIONS**

8.1 Each party shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the Parties. Any attempted assignment in violation of this provision shall be void.

8.2 Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or any delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, act of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance and restorative aftermath period of such circumstances, but this Agreement shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Agreement specifies that performance by the Parties is specifically required during the occurrence of any of the events herein mentioned.

8.3 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement included all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

8.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

8.5 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

8.6 This Agreement may be amended only with the written approval of the Parties hereto.

8.7 This Agreement states the entire understanding and Agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the Parties with respect to the subject matter of this Agreement.

The Parties recognize that any representations, statements or negotiations made by the Parties' staff do not suffice to legally bind the Parties in a contractual relationship unless they have been reduced to writing and signed by the Parties' representatives. This Agreement shall insure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

IN Witness WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

APPROVED AS FORM AND  
LEGAL SUFFICIENCY  
City of Riviera Beach Attorney

By: Paul H. Rye

Date: 4/28/00

CITY OF RIVIERA BEACH

BY: Michael Brown  
Michael Brown, Mayor

ATTEST:

Carrie E. Ward  
Carrie E. Ward, City Clerk

ATTEST:-  
DOROTHY H. WILKEN, Clerk

By: \_\_\_\_\_  
Deputy Clerk-

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon  
Steve Bordelon Chair  
Director of ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Paul F. [Signature]  
County Attorney

## EXHIBIT A

Geographic data requested from the Municipality includes but is not limited to:

- Situs Address W/Parcel Control Number
- Address Range/Centerline Corrections & Updates (with metadata)
- Capture/updates of Planimetric Map Layers
- County Maintained Roads within jurisdiction (for verification purposes)
- Park Locations
- Vegetation Information
- Preserves
- Existing Land Use
- Zoning
- Critical Facilities
- New Plats (digital)
- Hazardous Materials
- Water Service Boundaries

The data to be provided by the County includes:

- Centerline File
- Parcel Graphics and Database (based on current Tax Roll)
- Digital Ortho Photography (with available metadata)

Mechanisms and schedules for exchange of data will be decided by the Project Managers upon execution of this Agreement, incorporating the most efficient vehicle and format possible. Specific standards issues which shall be addressed include, but are not limited to:

- Geocoding/addressing standards (e.g. street names and addresses)
- Information quality control objectives and methods
- Information sources and lineages
- Positional accuracy/precision of map content and sources
- Information category conventions
- Information completeness and update cycles

Common base map component requirements are as documented and disseminated in data provided by the County, including input scales, legends, symbols and annotation, cartographic generalization and database editing and quality control.

Attached hereto is the Countywide PPM CW-R-007 Geographic Information Maintenance, Management, and Dissemination, and the list of the County's GIS Policy Advisory Committee Members.

Documents to be provided upon execution: Countywide Standard for Address Records in Electronic Databases CW-O-047, Metadata Capture Format and Countywide Standard Naming Convention for Layers, Features, Structures, Etc.



**Information Systems Services**

301 N. Olive Avenue, 4th Floor  
West Palm Beach, FL 33401  
(561) 355-2823

FAX: (561) 355-3482 (8th Floor)

FAX: (561) 355-4120 (4th Floor)

www.co.palm-beach.fl.us



**Palm Beach County  
Board of County  
Commissioners**

Maude Ford Lee, Chair

Warren H. Newell, Vice Chairman

Karen T. Marcus

Carol A. Roberts

Mary McCarty

Burt Aaronson

Tony Masilotti

**County Administrator**

Robert Weisman

RECEIVED  
JUL 17 2000  
COMMUNITY DEVELOPMENT

July 13, 2000

Ms. Mary McKinney  
Director of Community Development  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

**RE: GIS Data Sharing Agreement with Palm Beach County**

Dear Ms. McKinney:

Last week the City of Riviera Beach executed an Interlocal Agreement for data sharing with Palm Beach County. A copy of this executed agreement is enclosed for your reference. Upon processing this information we have discovered that the signature page should have been changed to reflect Mr. Bordelon's signature representing the County. Also attached is a modified version of the signature page indicating this change. Please signify below your approval to the revised signature page. There are no other changes to the Agreement. Upon execution by the County, I will return one (1) fully executed document.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me at (561) 355-4371 or via email at [panderso@co.palm-beach.fl.us](mailto:panderso@co.palm-beach.fl.us).

Sincerely,

Penny L. Anderson  
Countywide GIS Coordination

Enclosures

Modification Authorization

Printed Name, Title, & Date DIRECTOR OF Community Development  
7-17-00

An Equal Opportunity  
Affirmative Action Employer



RESOLUTION NO. 110-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ESTABLISHING A MAXIMUM MILLAGE RATE OF NINE POINT FIVE ZERO (9.50) MILLS FOR FISCAL YEAR 2000-2001.

WHEREAS, the City of Riviera Beach is required to establish a maximum millage rate before July 31, 2000; and

WHEREAS, establishment of this figure is necessary to move forward in the budget process.

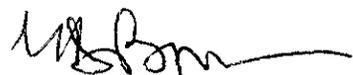
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the City Council hereby establishes nine point five zero (9.50) mills as the maximum millage levy for fiscal year 2000-2001.

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

PASSED AND ADOPTED this 5TH day of JULY, 2000.

APPROVED:



MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)



EDWARD RODGERS, CHAIRPERSON

ELIZABETH K. WADE, CHAIRPERSON PRO-TEM



DONALD R. WILSON

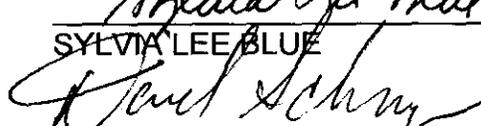


SYLVIA LEE BLUE

ATTN:



CARRIE E. WARD, MC/AEE  
CITY CLERK



DAVID SCHNYER  
COUNCILMEMBERS

Item No 15

PAGE 2  
RESOLUTION NO. 110-00

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

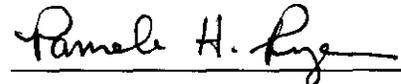
E. K. WADE absent

D. R. WILSON aye

S. L. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 6/27/00