

RESOLUTION NO. 14-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, CITY MANAGER, AND POLICE CHIEF TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES AND THE CITY OF RIVIERA BEACH, TO PARTICIPATE IN THE PALM BEACH COUNTY MULTI-AGENCY VIOLENT CRIMES TASK FORCE UNDER THE CURRENT COMBINED MUTUAL AID AGREEMENT; SAID AGREEMENT SHALL TAKE EFFECT UPON APPROVAL AND SIGNATURES OF THE OFFICIALS REPRESENTING PARTICIPATING AGENCIES AND WILL REMAIN IN EFFECT UNLESS AND UNTIL AN AGENCY RESCINDS THEIR PARTICIPATION IN THE VCTF (VIOLENT CRIMES TASK FORCE) UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE BOARD OF ADVISORS.

WHEREAS, Palm Beach County Law Enforcement Agencies have entered into a combined Mutual Aid Agreement for law enforcement services that is in full force and effect; and

WHEREAS, the participating Palm Beach County Law Enforcement Agencies set forth in *Exhibit A*, have the authority under the combined mutual aid agreement to enter into this Memorandum of Understanding creating the Multi-Agency Violent Crimes Task Force pursuant to Section II of said Mutual Aid Agreement; herein incorporated by and referenced as *Exhibit B*; and

WHEREAS, the participating Palm Beach County Law Enforcement Agencies, along with the State Attorney's Office for Palm Beach County and certain Federal and State agencies, have identified a need to establish a Multi-Agency Violent Crimes Task Force in Palm Beach County to address violent crimes, utilizing a team problem-solving approach;

WHEREAS, the participating Palm Beach County Law Enforcement Agencies, State Attorney's Office and certain Federal and State agencies agree to enter this Memorandum of Understanding in consideration of mutual interests and understandings expressed herein.

Section 1: The Mayor, City Manager, and Police Chief are hereby authorized to execute the Memorandum of Understanding between Palm Beach County Law Enforcement Agencies and the City of Riviera Beach.

Section 2. A copy of said Agreements are attached (Exhibits A and B) hereto and made a part of the Resolution.

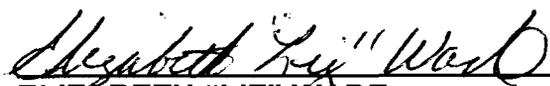
Section 3: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 15th day of February, 2006.

APPROVED:



MICHAEL D. BROWN
MAYOR

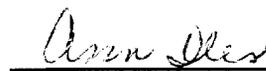


ELIZABETH "LIZ" WADE
CHAIRPERSON

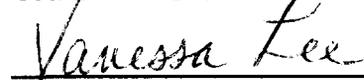
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

V. LEE: aye

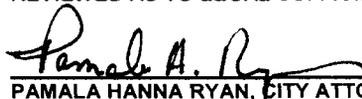
J. DAVIS: out

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/1/06

RESOLUTION NO.: 15-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE CONTRACT FOR BID NO. 10605 – FRANCHISE FOR RENTAL OF BEACH EQUIPMENT AND BEACH CLEANING SERVICE, ANNUAL CONTRACT TO SOUTHERN BREEZE BEACH SERVICES OF RIVIERA BEACH, FLORIDA, AT A TOTAL REVENUE OF \$24,000 PER YEAR PAYABLE TO THE CITY IN TWELVE (12) MONTHLY INSTALLEMENTS OF \$2,000; ALL TERMS AND CONDITIONS IN ACCORDANCE WITH BID NO. 10605 OPENED NOVEMBER 30, 2005; AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE CONTRACT AGREEMENT, WHICH FORMS A PART OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southern Breeze Beach Services of Riviera Beach was the highest bidder for Franchise for Rental of Beach Equipment and Beach Cleaning Service, Annual Contract; and

WHEREAS, the City of Riviera Beach City Council approves the award of the bid and contract agreement to Southern Breeze Beach Services to provide Beach Franchise Rental and Beach Cleaning services at the Municipal Beach; and

WHEREAS, Southern Breeze Beach Services agrees to pay the City revenues of \$24,000 per year, payable in monthly installments of \$2,000 in accordance with the terms and conditions outlined in Bid No. 10605.

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 contract for Franchise for Rental of Beach Equipment and Beach Cleaning Service, Annual Contract be awarded to the highest bidder, Southern Breeze Beach Services of Riviera Beach, Florida; in accordance with Bid No. 10605.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute the contract agreement which forms a part of this resolution.

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Page 2

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

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

PASSED AND APPROVED this 15th day of February 2006.

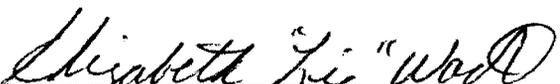
RESOLUTION NO. 15-06

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APPROVED:



MICHAEL D. BROWN
MAYOR



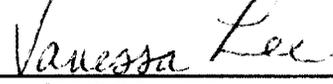
ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

E. WADE: aye

A. ILES: aye

V. LEE: aye

J. DAVIS: out

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/8/06

**Contract Agreement
Franchise For Rental of Beach Equipment
And Beach Cleaning Service, Annual Contract**

This agreement is made as of this _____ day of _____, 2006, by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the "CITY", whose mailing address is 600 W. Blue Heron Blvd. and Southern Breeze Beach Services, a Beach Franchise company, hereinafter referred to as the "FRANCHISEE", whose address is 166 29th Court, Riviera Beach, FL 33404.

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

ARTICLE 1-SERVICES

The FRANCHISEE will provide for the renting of certain beach equipment and provide certain beach cleaning services within the specified franchise area, as more specifically set forth in the scope of service covered under the specifications of Bid No. 10605.

The CITY'S representative/liaison during the performance of this Contract shall be the Recreation & Parks Director of the City of Riviera Beach, telephone number (561) 845-4070.

ARTICLE 2-CONTRACT TERM

The term of this Agreement shall be for three (3) years form the date of contract execution. The contract shall be automatically renewed for one two (2) year period, unless 30 days prior notice is provided by either party of its intention to not renew.

ARTICLE 3-PAYMENTS TO THE CITY

The CITY and the FRANCHISEE for the considerations named agree to follow all Terms, Conditions, and Prices in accordance with Bid No. 10605 opened November 30, 2005, which forms a part of this contract agreement, herein, stating that the FRANCHISEE agrees to pay the CITY the sum of \$24,000.00 per year, payable to the CITY in twelve (12) monthly installments of \$2000.00 per month plus applicable taxes. Said payment is due on the 1st day of each month; if payment is not received by the 10th day of the month, a penalty shall be assessed at 1.5% of the amount due. The FRANCHISE HOLDER shall pay the CITY two (2) months payment in advance (\$4000.00) as a deposit prior to commencement of service. Said deposit shall be returned to the FRANCHISEE at the end of the contract term minus any outstanding amount owed to the CITY.

ARTICLE 4 – TERMS OF PAYMENT

1. Southern Breeze Beach Service shall pay to the City of Riviera Beach \$2,000.00 per month plus applicable taxes.
2. Southern Breeze Beach Service will submit payments to the City of Riviera Beach on a monthly basis. All payments shall be due on the 1st day of each month.
3. In addition to monthly payments, Southern Breeze Beach Service will submit quarterly reports identifying the portion and amount of gross rental revenue earned for each type of beach equipment rental.
4. All payments and reports are to be submitted as follows:

ATTENTION: FINANCE DEPARTMENT

CITY OF RIVIERA BEACH
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

ARTICLE 5-RIGHT TO TERMINATE

In the event that any provisions of the agreement are violated by the FRANCHISEE, the CITY shall serve thirty (30) days written notice to the FRANCHISEE of its intention to terminate the contract. The liability of the FRANCHISE HOLDER for any and all such violation(s) shall not be affected by any such termination and his surety, if any, may be forfeited.

At the end of the contract term, all beach rental equipment shall remain the property of the FRANCHISEE and it shall be the FRANCHISEE’S responsibility to remove all such property from the municipal beach in a timely manner and in any event no later than thirty (30) days.

ARTICLE 6-PERSONNEL

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

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

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

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

ARTICLE 7-SUBCONTRACTING

The FRANCHISEE is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If the FRANCHISEE uses any subcontractors on this project the following provisions of this Article shall apply;

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

ARTICLE 8-LIABILITY INSURANCE

The Franchise Holder hereby agrees to at all times maintain public liability insurance relative to its business operations with limits of not less than \$1,000,000.00 individual/\$1,000,000.00 aggregate coverage. If any such insurance is cancelled or threatened or harmed in any way, the FRANCHISEE shall immediately notify the CITY in writing of such happening. The FRANCHISEE further agrees, to indemnify,, save and hold the CITY harmless from any and all damages to third parties resulting from the FRANCHISEE negligent performance of the services hereunder. In addition, the FRANCHISEE agrees to add and always maintain the CITY as a co-insured under said insurance policy.

ARTICLE 9-FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes and will not be responsible for the payment of any taxes. The FRANCHISEE shall not be exempted from paying sales taxes, nor is the FRANCHISEE authorized to use the CITY's Tax Exemption Number.

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

ARTICLE 10-INDEMNIFICATION

The FRANCHISEE shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the FRANCHISEE, its agents, servants, or employees in the performance of services under this Agreement.

The FRANCHISEE further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the FRANCHISEE not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

Nothing contained in this article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 786.28, Florida Statutes.

ARTICLE 11-SUCCESSORS AND ASSIGNS

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

ARTICLE 12-REMEDIES

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

ARTICLE 13-CONFLICT OF INTEREST

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

The FRANCHISEE shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the FRANCHISEE'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the FRANCHISEE may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the FRANCHISEE. The CITY agrees to notify the FRANCHISEE of its opinion

by certified mail within thirty (30) days of receipt of notification by the FRANCHISEE. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FRANCHISEE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the FRANCHISEE under the terms of the Agreement.

ARTICLE 14-ARREARS

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

ARTICLE 15-CONTINGENT FEES

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

ARTICLE 16-ACCESS AND AUDITS

The FRANCHISEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least one (1) year after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal hours, at the FRANCHISEE place of business.

ARTICLE 17-NONDISCRIMINATION

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

ARTICLE 18- AUTHORITY TO PRACTICE

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

ARTICLE 19- SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20-PUBLIC ENTITY CRIMES

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

ARTICLE 21- NOTICE

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

William E. Wilkins, City Manager or
Benjamin Guy, Director of Purchasing
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

John L. Williams
Recreation & Parks Director
1621 West Blue Heron Blvd.
Riviera Beach, FL 33404

and if sent to the FRANCHISEE shall be mailed to:

Southern Breeze Beach Services
166 29th Court
Riviera Beach, FL 33404

ARTICLE 22- ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the FRANCHISEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Sealed Bid No. 10605, opened November 30, 2005.

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IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals at Riviera Beach, Palm Beach County, Florida, this 15 day of Jan, 2006.

**APPROVED
CITY OF RIVIERA BEACH**

ATTEST:



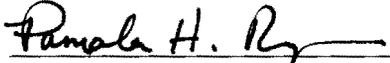
**CARRIE E. WARD, MMC
CITY CLERK**



MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

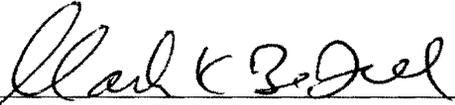
REVIEWED AS TO LEGAL SUFFICIENCY:



**PAMALA HANNA RYAN
CITY ATTORNEY**

DATE: 2/8/06

SOUTHERN BREEZE BEACH SERVICES



By: Mark K. BeDell, Owner

Witnesses as to Southern Breeze Beach Services

RESOLUTION NO. 16-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 003 TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO RECEIVE \$363,806 IN PLACE OF THE RECENTLY APPROVED \$274,806 FOR RECONSTRUCTING WEST 32ND AND WEST 33RD STREETS BETWEEN AVENUE S AND AVENUE R; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On October 5, 2004, Palm Beach County entered into an agreement with the City to provide funding from the Community Development Block Grant funds for reconstructing West 32nd and West 33rd Streets between Avenue S and Avenue R; and

WHEREAS, Amendments 001 and 002 increased the funding from \$240,000 to \$274,806 and extended the project completion from September 30, 2005 to March 30, 2006 respectively; and

WHEREAS, The County has submitted amendment 003 to the agreement increasing the grant amount from \$274,806.00 to \$363,806.00, thereby increasing the funding by \$89,000.00; and

WHEREAS, The City and Palm Beach County desire to amend the said agreement.

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

SECTION 1. The Mayor and City Clerk are authorized to execute amendment 003 to the agreement for the Reconstruction of West 32nd and West 33rd Street project.

SECTION 2. That the Finance Director is authorized to increase the budget as follows:

CD Grants	108-00-33741	\$89,000.00
Street Improvement	108-0717-541-0-6355	\$89,000.00

RESOLUTION NO. 16-06
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SECTION 3. That the Finance Director is authorized to decrease the City's funding in the Additional Gas Tax Fund as follows:

Fund Balance	301-00-399999	-\$89,000.00
Street Improvement	301-0717-541-0-6355	-\$89,000.00

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

PASSED AND APPROVED this 15th day of February,
2006.

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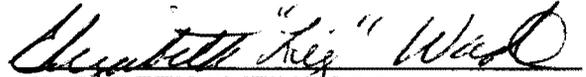
RESOLUTION NO. 16-06

PAGE -3-

APPROVED:



MICHAEL D. BROWN
MAYOR



ELIZABETH "LIZ" WADE
CHAIRPERSON

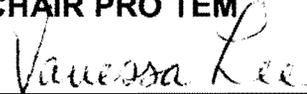
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

E. WADE: aye

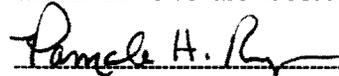
A. ILES: aye

V. LEE: aye

J. DAVIS: out

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/8/06

RESOLUTION NO. 17-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SONOMA BAY PLAT; AUTHORIZING THE MAYOR, CITY CLERK AND THE CITY ENGINEER TO SIGN THE PLAT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the applicant has prepared a plat entitled The Sonoma Bay Plat, located on Congress Avenue.

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

SECTION 1. The plat entitled The Sonoma Bay Plat is hereby approved.

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

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

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

PASSED and APPROVED this 15TH day of FEBRUARY, 2006.

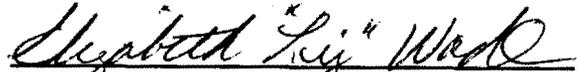
RESOLUTION NO. 17-06

PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR

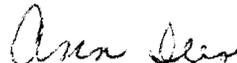


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



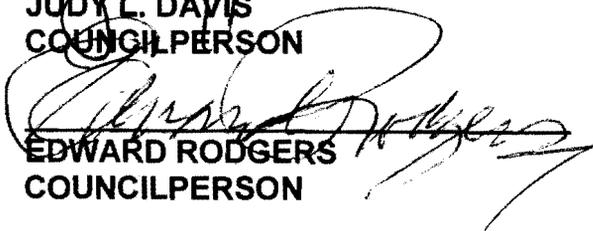
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

E. WADE: AYE

A. ILES: AYE

V. LEE: AYE

J. DAVIS: OUT

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/7/06

RESOLUTION NO. 18-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE LEWIS TERMINALS DISTRIBUTION CENTER REPLAT; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ENGINEER TO SIGN THE SAID REPLAT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the applicant, 3 Acres, LLC. has prepared a replat entitled Lewis Terminals Distribution Center Replat, located at Avenue 'P' and 13th Street; and

WHEREAS, the property being platted contains 3.66 acres.

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

SECTION 1. The replat entitled Lewis Terminals Distribution Center Replat is hereby approved.

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

SECTION 3. The said replat shall be recorded with the Clerk and Comptroller of Palm Beach County.

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

PASSED AND APPROVED 15TH DAY OF FEBRUARY 2006

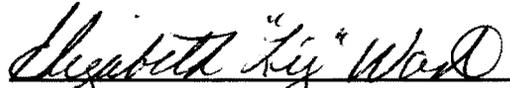
RESOLUTION NO. 18-06

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APPROVED:



MICHAEL D. BROWN
MAYOR

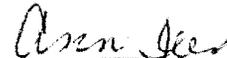


ELIZABETH "LIZ" WADE
CHAIRPERSON

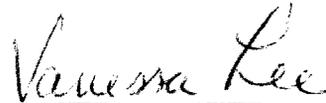
ATTEST:



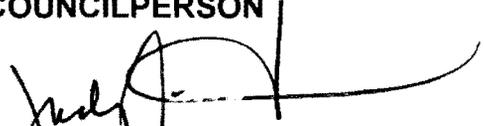
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



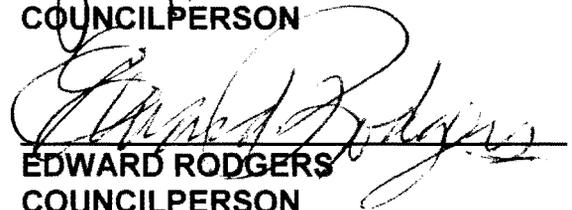
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

E. WADE: AYE

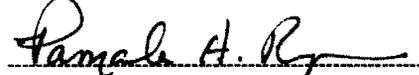
A. ILES: AYE

V. LEE: AYE

J. DAVIS: OUT

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/7/06

RESOLUTION NO. 19-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE SHARING OF GEOGRAPHIC AND LAND INFORMATION ON AN ONGOING BASIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and Palm Beach County are sovereign governments mutually agreeing to the exchange of geographic data in order to accurately provide information to the public; and

WHEREAS, the City of Riviera Beach and Palm Beach County both use geographic information systems to convey land data; and

WHEREAS, the City of Riviera Beach and Palm Beach County currently has an agreement for the sharing of geographic and land information which will expire in 2006; and

WHEREAS, the City of Riviera Beach and Palm Beach County desire to continue this sharing of geographic information; and

WHEREAS, this interlocal agreement between the City of Riviera Beach and Palm Beach County is to provide geographic and land information on an ongoing basis.

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

SECTION 1. That the City of Riviera Beach City Council authorizes the Mayor and City Clerk to execute the interlocal agreement for the sharing and exchanging of geographic and land information on an ongoing basis.

SECTION 2. That the Community Development Department is responsible for the coordination and oversight of the exchange of the geographic data.

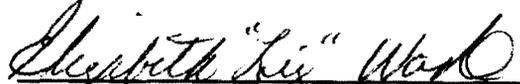
SECTION 3. That this Resolution shall take effect upon its passage.

PASSED AND APPROVED this 15TH day of FEBRUARY, 2006

APPROVED:

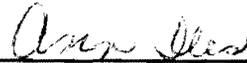


MICHAEL D. BROWN
MAYOR

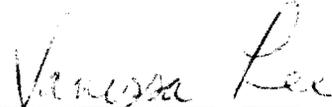


ELIZABETH "LIZ" WADE
CHAIRPERSON

(MUNICIPAL SEAL)



ANN ILES
CHAIR PRO-TEM



VANESSA LEE
COUNCILPERSON

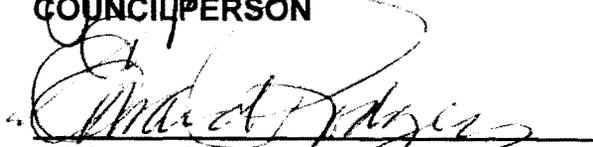
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY:

A. ILES

SECONDED BY:

V. LEE

E. WADE :

AYE

A. ILES:

AYE

V. LEE:

AYE

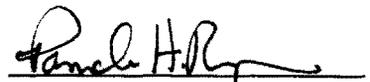
J. DAVIS:

OUT

E. RODGERS:

AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

Date: 2/8/06

RESOLUTION. NO. 20-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING IMPACT FEES COLLECTED IN THE IMPACT FEE FUND (303) FOR THE RIVIERA BEACH PUBLIC LIBRARY IN THE AMOUNT OF \$30,000.00 TO PURCHASE TWENTY DELL OPTIPLEX COMPUTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an ordinance was passed imposing an impact fee on land development in the City for Libraries, Parks, Fire and Police and public buildings and;

WHEREAS, as of 01/15/06 a total of \$336,489 has been collected in impact fees for the Library;

WHEREAS, the Library needs to add more computers to provide more timely services to patrons and staff during peak hours and to replace existing obsolete computers.

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

SECTION 1. That staff is authorized to purchase twenty computers for public and administrative use in the amount of \$30,000.00.

SECTION 2. That the Finance Director is authorized to appropriate funds in the Impact Fee Fund (303) as follows:

Revenue:		
303-00-363273	Impact Fees- Library	\$30,000.00
Expenditures:		
303-1336-571-0-6404	Office Equip & Mach	\$30,000.00

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

PASSED AND APPROVED THIS 15TH DAY OF FEBRUARY, 2006

APPROVED:



MICHAEL D. BROWN
MAYOR

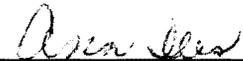


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: A. ILES

V. LEE: AYE

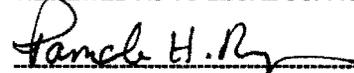
J. DAVIS: OUT

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/8/06

RESOLUTION NO. 21-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR TO SIGN THE 2007 FEDERAL FUNDING REQUESTS LETTER; AND AUTHORIZE STAFF TO SUBMIT SAID LETTER TO THE CITY'S CONGRESSIONAL DELEGATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has annually submitted a Federal funding requests letter; and

WHEREAS, the City of Riviera Beach staff and Alcade & Faye have developed a draft 2007 Federal funding requests letter; and

WHEREAS, the City of Riviera Beach is desirous of submitting the 2007 Federal funding requests letter to the City's Congressional Delegation; and

WHEREAS, the 2007 Federal funding requests letter requires the signature of an elected official.

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 is authorized to sign the 2007 Federal funding requests letter on behalf of the City.

SECTION 2. This Resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 15TH day of FEBRUARY, 2006

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RESOLUTION NO. 21-06

PAGE 2

APPROVED:



MICHAEL D. BROWN
MAYOR

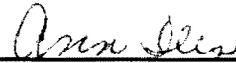


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



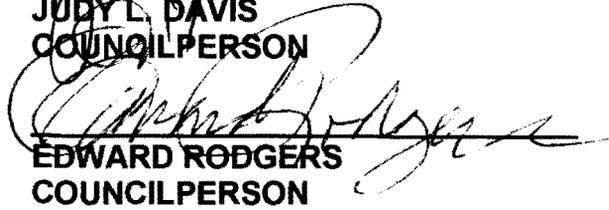
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: J. DAVIS

E. WADE: AYE

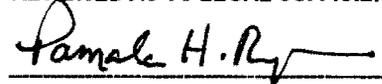
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: OUT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 2/8/06

RESOLUTION NO. 22-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FOLLOWING ISSUES DURING THE 2006 LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as Florida's population continues to increase, cities are challenged to meet the service demands and infrastructure needs to account for new growth; and

WHEREAS, a majority of Florida's municipalities have experienced negative impacts to the infrastructure, housing stock and employment base from a series of natural disasters in the past two years; and

WHEREAS, the state has imposed greater accountability in comprehensive planning and fiscal feasibility standards on municipalities; and

WHEREAS, Florida's municipalities are dependent on other governmental entities for financial stability and presently the state, counties, and school districts, control every funding source that has been authorized for implementing growth management capital improvements and complying with concurrency requirements; and

WHEREAS, municipal self-determination and local self-government are constantly under attack from a variety of public and private interests; and

WHEREAS, the role and function of municipal government is constantly evolving from new demands from its citizens and businesses.

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

SECTION 1. That the City of Riviera Beach urges Governor Jeb Bush and members of the Florida Legislature to support legislation as part of a comprehensive legislative reform package that:

- Preserve municipal autonomy and protects the fundamental right of voluntary self-government.
- Provides municipalities alternative funding options for the purpose of responding to impacts of declared disasters.
- Preserves municipal tools for community redevelopment and urban revitalization.
- Provides a dedicated and recurring revenue source for municipal transportation projects.
- Preserves dedicated funding for local affordable housing programs.

RESOLUTION NO. 22-06

PAGE 2

- Provides for an equitable distribution of fines and fees from criminal violations such as driving under the influence of alcohol or other chemical substances.
- Provides a comprehensive and uniform workers' compensation system.

SECTION 2. That a copy of this resolution shall be provided to Governor Jeb Bush, Senate President Tom Lee, House Speaker Allan Bense and members of the Florida Legislature.

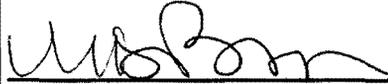
SECTION 3. This Resolution shall take effect immediately upon its approval.

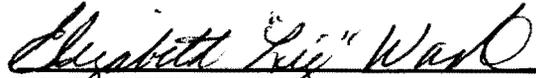
PASSED AND APPROVED this 15TH day of FEBRUARY, 2006

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RESOLUTION NO. 22-06
PAGE 3

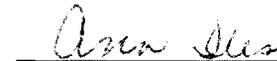
APPROVED:


MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: A. ILES

E. WADE: AYE

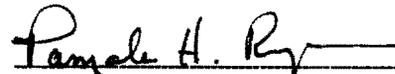
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 2/8/06

RESOLUTION NO. 23-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENGAGE NABORS, GIBLIN, & NICKERSON AS SPECIAL COUNSEL WITH RESPECT TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY MATTERS; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND BALANCE IN ACCOUNT 001-00-399999 AND INCREASE THE LEGAL DEPARTMENT BUDGET ACCOUNT NUMBER 001-0613-514-0-3106 IN THE AMOUNT OF \$50,000; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$50,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CRA and the City of Riviera Beach have begun negotiations with developers to develop projects within the CRA boundaries; and

WHEREAS, the City has a vested interest in the successful negotiation of development contracts and a master development plan; and

WHEREAS, in order to protect the interest of the citizens of Riviera Beach, the City proposes to engage a law firm with expertise in real estate transactions, financing, CRA matters, and development contracts to represent the City in the development of tri-party agreements to further the efforts of the CRA.

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

SECTION 1. That the City Council authorizes the City Manager to engage the law firm of Nabors, Giblin & Nickerson to assist the City with the negotiation and development of tri-party agreements as it relates to the CRA.

SECTION 2. That the Finance Director is authorized to appropriate General Fund Fund Balance Account 001-00-399999 and increase the Legal Department Professional Services Other Budget Account Number 001-0613-514-0-3106 in the amount of \$50,000 to pay the same.

SECTION 3. That the City Council authorizes payment from Account Number 001-0613-514-0-3106 in an amount not to exceed \$50,000.

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

PASSED AND APPROVED this 15TH day of FEBRUARY, 2006.

Michael D. Brown

MICHAEL D. BROWN
MAYOR

Elizabeth "Liz" Wade

ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Ann Iles

ANN ILES
CHAIR PRO TEM

Vanessa Lee

VANESSA LEE
COUNCILPERSON

Judy L. Davis

JUDY L. DAVIS
COUNCILPERSON

Edward Rodgers

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

E. WADE: AYE

A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/13/06

RESOLUTION NO. 24-06

M.R.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO PROCEED WITH STEPS NECESSARY FOR REFINANCING OF THE COMMUNITY REDEVELOPMENT AGENCY'S DEBT REPAYMENT IN THE AMOUNT OF APPROXIMATELY \$7,000,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through Resolution Numbers 36-02 and 183-03, the City Council of the City of Riviera Beach authorized the Community Redevelopment Agency to issue Tax Increment Redevelopment Revenue Bonds; and

WHEREAS, pursuant to the terms of the Commitment and as a condition of the Bond Anticipating Notes (BAN'S) agreeing to purchase the Notes, the City Council, pursuant to the Agency Requesting Resolution, has been requested to provide additional security for the payment of debt service on the Notes, by covenanting to budget and appropriate its legally available non ad-valorem revenues; and

WHEREAS, the BAN's will mature July 5, 2006; and

WHEREAS, the City, in its prudence, desires to pay off these BAN's in the event that the CRA is unable to satisfy the payment requirements through options available to them; and

WHEREAS, the City's financial and management staff have worked with the City's financial advisors (Public Financial Management) to structure the most advantageous instrument to satisfy the debt; and

WHEREAS, in the event the City fulfills the CRA's obligation, it will be on the basis of a loan/advance to the CRA and must be repaid to the City.

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

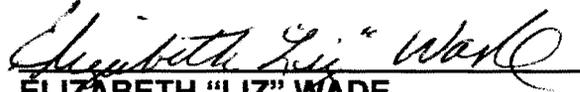
SECTION 1. That the City Manager management staff is hereby authorized to proceed with steps necessary for refinancing of the Community Redevelopment Agency's Debt Repayment in the amount of approximately \$7,000,000.

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

PASSED AND APPROVED this 15TH day of FEBRUARY, 2006.



MICHAEL D. BROWN
MAYOR

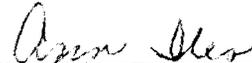


ELIZABETH "LIZ" WADE
CHAIRPERSON

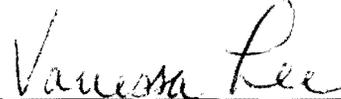
ATTEST:



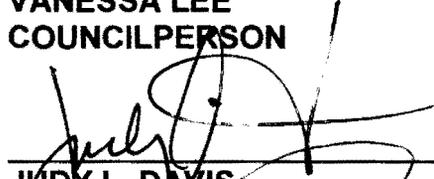
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: V. LEE

E. WADE: AYE

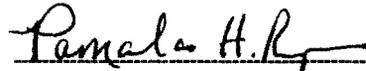
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/14/06