

RESOLUTION NO. 25-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC, TO PROVIDE PLANS AND SPECIFICATIONS FOR OLD DIXIE LANDSCAPING PROJECT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$75,000 FROM THE CAPITAL ACQUISITION CASH MATCH ACCOUNT NUMBER 310-0717-541-6-6351 TO THE CAPITAL ACQUISITION PROFESSIONAL SERVICES ENGINEERING ACCOUNT NUMBER 310-0717-541-6-3103, AND MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to receive funds from the Department of Transportation for installing landscaping and irrigation on Old Dixie Highway from the south City limit to Silver Beach Road; and

WHEREAS, the Department of Transportation requires that the plans and specifications for the project be completed prior to entering into an agreement; and

WHEREAS, the firm of American Consulting Engineers of Florida, LLC agrees to prepare the plans and specifications for Old Dixie Beautification project for \$75,000.00.

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

SECTION 1. The contract between the City of Riviera Beach and American Consulting Engineers of Florida, LLC. is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to transfer \$75,000 from the Capital Acquisition Cash Match account number 310-0717-541-6-6351 to the Capital Acquisition Professional Services Engineering account number 310-0717-541-6-3103 to pay for engineering services related to Old Dixie Landscaping project.

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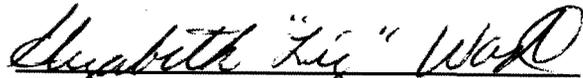
SECTION 4. This resolution shall take effect upon its passage.

PASSED AND APPROVED this 01 day of March 2006.

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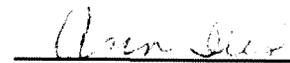
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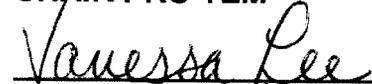

MICHAEL D. BROWN
MAYOR

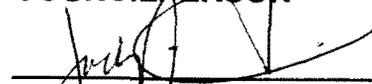

ELIZABETH "LIZ" WADE
CHAIRPERSON

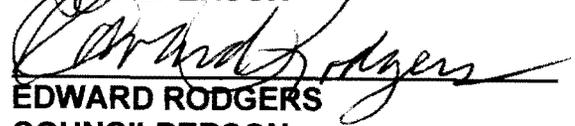
ATTEST:


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: J. DAVIS

E. WADE: AYE

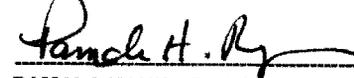
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/24/06

RESOLUTION NO. 26-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING THE UNCLASSIFIED POSITION OF ASSISTANT CITY ENGINEER IN THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$73,697 AND INCREASING THE GENERAL FUND COMMUNITY DEVELOPMENT ENGINEERING BUDGET FOR COSTS RELATED TO ADDING THE POSITION OF ASSISTANT CITY ENGINEER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has experienced rapid development activity; and

WHEREAS, all applications for development approval must be reviewed by the City Engineer; and

WHEREAS, the City Engineer also surveys and designs most of the City's roadway projects; and

WHEREAS, the City has only one (1) City Engineer and one (1) Engineering Technician to perform all of the duties of the City's Engineering Division; and

WHEREAS, there is a need to create a new position called Assistant City Engineer to assist with the many engineering projects.

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 following unclassified position be created and added to the Job Classification List:

<u>JOB CLASSIFICATION</u> <u>LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Assistant City Engineer	22	\$56,174 - \$84,261

SECTION 2. That the Finance Director is authorized to appropriate General Fund Fund Balance in the amount of \$73,697 and increase the Community Development Engineering budget as follows:

Revenues:

General Fund Fund Balance	001-00-399999	\$73,697
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Expenditures:

Engineering Salaries	001-0716-519-0-1201	\$23,766
	(salary as of 5/06 -9/06)	
Engineering Fica	001-0716-519-0-1401	1,818
Engineering Health Insurance	001-0716-519-0-1403	2,706
Engineering Life Insurance	001-0716-519-0-1404	157
Engineering Oper. Sup	001-0716-519-0-5201	2,000
Engineering Office Furn/Equip	001-0716-519-0-6401	13,250
Engineering Cap Building	001-0716-519-0-6251	10,000
Engineering Cap Motor Vehicle	001-0716-519-0-6451	<u>20,000</u>
		\$73,697

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

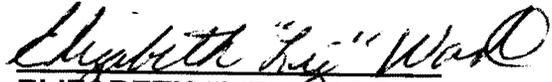
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PASSED AND APPROVED this 01 day of March 2006.

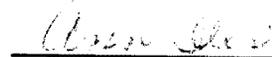
APPROVED:



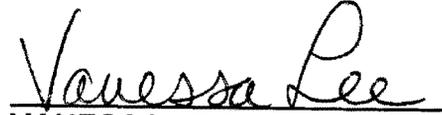
MICHAEL D. BROWN
MAYOR



ELIZABETH "LIZ" WADE
CHAIRPERSON



ANN ILES
CHAIRPERSON PRO TEM



VANESSA LEE
COUNCIL PERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK



JUDY L. DAVIS
COUNCIL PERSON

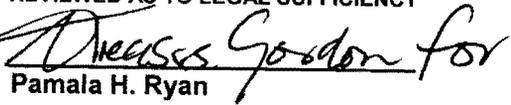


EDWARD RODGERS
COUNCIL PERSON

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 H. Ryan
City Attorney

DATE 2/23/06

RESOLUTION NO. 27-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM RIVIERA LAKESHORE, LLC FOR AN EIGHTEEN STORY, THIRTY UNIT, MULTI-FAMILY RESIDENTIAL CONDOMINIUM BUILDING ON PROPERTY LOCATED AT 3140 LAKE SHORE DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan High Density Multi-Family Future Land Use designation and the Land Development Regulations; and

WHEREAS, the property is zoned High Density Multiple Family Residential (RM-20) and the proposed use is consistent with this zoning; and

WHEREAS, Staff has reviewed the proposed application and recommends approval with conditions; and

WHEREAS, the Planning and Zoning Board met February 9, 2006 to review the site plan application and made a recommendation to the City Council for approval of the site plan application; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

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

SECTION 1. The Site Plan application from Jack Cosica and Riviera Lakeshore LLC to build an eighteen story residential condominium is hereby approved with the following conditions:

1. To comply with the City's Minority Employment and Affordable Housing Opportunity Plan (Chapter 26, Code of Ordinances), a total contribution of \$50,000 for the bonus density of five additional dwelling units per acre (\$10,000 for each unit) shall be provided no later than 90 days (May 24, 2006) after City Council approval.
2. Landscaping bond for 110% of the value of landscaping and irrigation shall be

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PAGE 2

required before certificate of occupancy is issued.

3. All future advertising must state that the property is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
4. Construction must be initiated within 18 months of receiving City Council Approval.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

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

PASSED AND APPROVED THIS 1ST DAY OF MARCH, 2006.

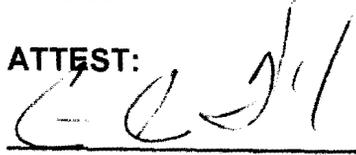
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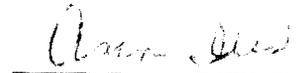
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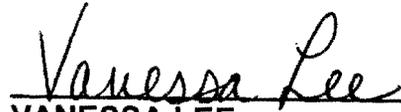

MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:

 3/15/2006
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

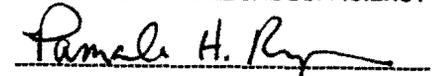
A. ILES: aye

V. LEE: aye

J. DAVIS: aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/22/06

RESOLUTION NO. 28-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING AN INDEMNITY AND WAIVER AGREEMENT FROM CATALFUMO CONSTRUCTION AND DEVELOPMENT, INC., AS IT RELATES TO THE OCEAN MALL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 22, 2006, the Community Redevelopment Agency (CRA) was presented with an Indemnity and Waiver Agreement from Catalfumo Construction and Development Inc. (Catalfumo Construction) which indemnifies and holds harmless the CRA and the City of Riviera Beach (City) from any damages either may sustain relating to the process utilized to negotiate a development and disposition agreement with OMRD, LLC, the company created in December 2005, to partner with Marriott International, Inc., Marriott Ownership Resorts, Inc. d/b/a Marriott Vacation Club International, and Ocean Mall Associates, LLP; and

WHEREAS, the CRA considered and accepted the Agreement and has forwarded the request to the City for review and acceptance; and

WHEREAS, the City Council has considered the Agreement.

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 Indemnity and Waiver Agreement from Catalfumo Construction is hereby accepted, a copy of which is attached hereto.

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

PASSED and APPROVED this 1ST day of March, 2006.

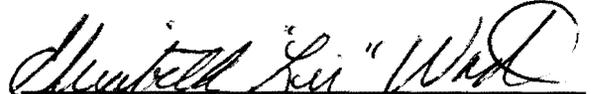
RESOLUTION NO. 28-06

PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR

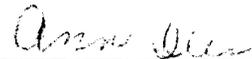


ELIZABETH "LIZ" WADE
CHAIRPERSON

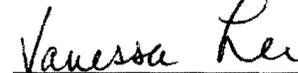
ATTEST:



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: A. ILES

E. WADE: AYE

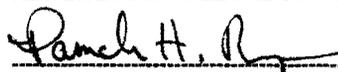
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/1/06

Indemnity and Waiver Agreement

THIS INDEMNITY AND WAIVER AGREEMENT is made by Catalfumo Construction and Development, Inc. (the "INDEMNITOR"), in favor of the City of Riviera Beach ("CITY") and the Riviera Beach Community Redevelopment Agency (the "CRA"), this _____ day of _____, 2006.

BACKGROUND

- A. On June 8, 2003, the Riviera Beach Community Redevelopment Agency (the "CRA") issued a Request for Proposals ("RFP") to obtain proposals from developers to redevelop the oceanfront site located within the CRA jurisdictional boundaries on Singer Island (the "Project").
- B. Catalfumo Development and Construction Company, Inc. ("Catalfumo"), along with two other respondents, submitted responses to the RFP, and on November 12, 2003, the CRA Board of Commissioners ranked Catalfumo as second in order of preference as the developer with which to begin negotiations of a development and disposition agreement.
- C. On April 14, 2004, the CRA Board of Commissioners clarified its ranking of the three respondents and ranked Catalfumo as the third preferred developer.
- D. Negotiations with the first ranked respondent were unsuccessful and were formally terminated on June 11, 2004; the staff of the CRA was directed to begin negotiations with the second ranked respondent, a venture between Marriott Vacation Club International and Brock Development.
- E. On September 1, 2005, a Letter of Intent as required by the RFP was submitted to the CRA executed by Marriott International, Inc., Marriott Ownership Resorts, Inc. d/b/a Marriott Vacation Club International, and Ocean Mall Associates, LLP.
- F. On December 21, 2005, an Agreement evidencing the creation of OMRD, LLC, a Delaware limited liability company, the single purpose entity contemplated by the Letter of Intent for the development of the Project, was submitted to the CRA; the parties executing the Agreement were Marriott International, Inc., Marriott Ownership Resorts, Inc. d/b/a Marriott Vacation Club International, Ocean Mall Associates, LLP, and OMRD, LLC. Daniel S. Catalfumo and Norton Herrick executed the Agreement on behalf of OMRD, LLC as members of the management committee.

- G. Representatives of the second ranked respondent have requested that the CRA enter into negotiations with OMRD, LLC for the development and disposition agreement relating to the Project. Catalfumo, as the third ranked respondent, has joined in this request.

In consideration of the willingness of the CITY and the CRA to negotiate a development and disposition agreement with OMRD, LLC, or such other entity representing the second ranked respondent, or any other related agreements, the INDEMNITOR agrees to provide this indemnity in favor of the CITY and the CRA. The INDEMNITOR agrees that the representations identified in the Background statement provided above are true and correct and are incorporated into this Indemnity Agreement.

1. The INDEMNITOR hereby indemnifies CITY and CRA and agrees to hold CITY and CRA harmless against any loss, claim, cost, damage or expense, including attorneys' fees and court costs, which they may sustain, suffer or incur by reason of any claim or action filed as a result of any of the actions of CITY and CRA described above, or any actions of the CITY and CRA related to the process utilized for the authorization to negotiate, or the negotiation of, a development and disposition agreement, or the execution thereof, with OMRD, LLC.

2. In the event that any claim or action indemnified against hereinabove, is filed, made or commenced against CITY and CRA in connection with actions described in 1. above, INDEMNITOR shall, after written demand to do so, provide for their defense at their own expense on behalf and for the protection of CITY and CRA against loss or damage (but without prejudice to the right of CITY and CRA to defend if it so elects) in all litigation consisting of actions or proceedings based on any items which are the subject of this Indemnity Agreement which may be asserted or attempted to be asserted, established or enforced against CITY and CRA; upon failure of the INDEMNITOR to so act, INDEMNITOR agrees that CITY and CRA may undertake any action, cost or expense, including attorneys' fees and court costs, which CITY and CRA deem necessary to defend such claim or action in a form and manner satisfactory to CITY and CRA, and the INDEMNITOR expressly agrees to reimburse CITY and CRA promptly the full and total amounts of any costs and expenses, including attorneys' fees and court costs, incurred by it in connection therewith upon demand therefor.

3. Notwithstanding the performance of INDEMNITOR under the terms of the Agreement, INDEMNITOR agrees and hereby ratifies any action, cost or expense, including attorneys' fees and court costs, which CITY and CRA may undertake or incur with respect to any and all claims or actions indemnified against hereunder, and the INDEMNITOR expressly agrees to reimburse and repay CITY and CRA promptly the full and total amounts of any costs and

expenses, including reasonable attorneys' fees and court costs, incurred by it in connection therewith upon demand therefor.

4. Notwithstanding the performance of INDEMNITOR under the terms of this Indemnity Agreement, INDEMNITOR expressly agrees to reimburse and repay CITY and CRA promptly the full and total amounts of any costs and expenses, including attorneys' fees and court costs, incurred by it in pursuing any right or remedy arising out of the Indemnity Agreement against INDEMNITOR immediately upon demand thereof.

5. The INDEMNITOR hereby waives any and all claims or actions it may have against CITY and CRA arising from the competitive selection process employed for selection of a developer for the Project, and the decision of CITY and CRA to negotiate and execute any and all agreements, including, but not limited to a development and disposition agreement and a lease agreement, with OMRD, LLC.

6. Any notice required to be given to INDEMNITOR shall be deemed given if sent by certified or registered mail to INDEMNITOR at the following address:

Catalfumo Construction & Development, Inc.
4300 Catalfumo Way
Palm Beach Gardens, FL 33410
Attention: Daniel S. Catalfumo

The INDEMNITOR agrees to submit to the jurisdiction and service of any court having jurisdiction, and INDEMNITOR further agrees to service of process of any court having jurisdiction over the subject matter.

IN WITNESS WHEREOF, the undersigned INDEMNITOR, has caused these presents to be signed on this _____ day of _____, 2006.

CATALFUMO CONSTRUCTION AND
DEVELOPMENT, INC.

By: _____
President

(SEAL)

Attest: _____
Secretary

RESOLUTION NO. 29-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CHAIRPERSON OF THE CITY COUNCIL TO EXECUTE A LETTER ON THE CITY'S BEHALF THREATENING CONDEMNATION OF THE OCEAN MALL LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 22, 2006, the Community Redevelopment Agency (CRA) approved a letter drafted on behalf of the CRA and the City which informs Ocean Mall Associates, LLP, that any conveyance of the Ocean Mall leased premises to the proposed successor in interest, OMRD, LLC should be considered a transaction entered into under threat of condemnation; and

WHEREAS, the CRA forwarded the letter to the City for consideration, approval, and execution.

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 Chairperson is authorized to execute a letter on the City's behalf which advises that any conveyance of the Ocean Mall leased premises to the proposed successor in interest, OMRD, LLC should be considered a transaction entered into under threat of condemnation; a copy of the letter is attached hereto.

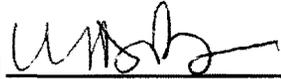
SECTION 2. This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 1ST day of March, 2006.

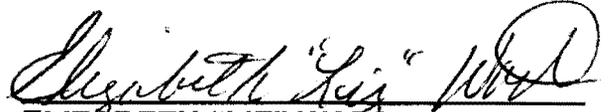
RESOLUTION NO. 29-06

PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR

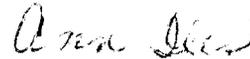


ELIZABETH "LIZ" WADE
CHAIRPERSON

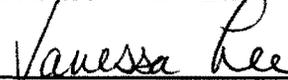
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



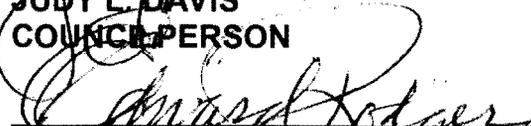
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

E. WADE: AYE

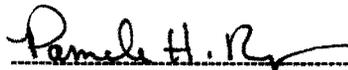
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/1/06

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CITY OF RIVIERA BEACH
2001 BROADWAY, #300
RIVIERA BEACH, FL 33404

February 10, 2006

Mr. Andrew Brock, Partner
c/o Ocean Mall Associates, LLP, a
Florida limited liability partnership
1551 Forum Place, Suite 100
West Palm Beach, Florida 33401

Re: Lease for Ocean Mall Property

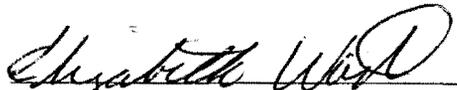
Dear Mr. Brock:

Pursuant to a Lease (the "Lease") entered into between the City of Riviera Beach (the "City") and Shelter Programs Company (the "Lessee"), dated December 29, 1972, as amended and assigned, the City leased to the Lessee certain property owned by the City as described on Exhibit "A" for a period of fifty (50) years (the "Leased Premises") from the date of the Lease.

The City and the Riviera Beach Community Redevelopment Agency (the "CRA") have been informed that the Lessee's successor in interest is contemplating conveying its leasehold interest in the Leased Premises to OMRD, LLC, a Delaware limited liability company. As you are aware, the Leased Premises are an integral part of the Community Redevelopment Plan of the City of Riviera Beach adopted pursuant to Chapter 163, Part III, Florida Statutes (the "Plan"). Any conveyance of the Leased Premises by Ocean Mall Associates, LLP, as successor in interest to the original Lessee, to OMRD, LLC will be subject to the Plan and should be considered as a transaction entered into under threat of condemnation. The statements contained in this letter are contingent upon the conveyance by Ocean Mall Associates, LLP of its interest in the Leased Premises to OMRD, LLC no later than December 31, 2006, unless an extension of that date is approved by a further letter of the CRA.

Sincerely,

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Elizabeth Wade, Chair

Pursuant to Section 163.375, Florida Statutes, the City Council is required to approve the acquisition by the CRA of any interest in real property through the use of eminent domain. Accordingly, the City Council joins in and approves the terms of this letter.

CITY OF RIVIERA BEACH

By: 
Elizabeth Wade, Chair

RESOLUTION NO. 30-06

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 INTER-LOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING A BIOSCIENCE LAND PROTECTION ADVISORY BOARD AND PROVIDING FOR CONSIDERATION OF LOCAL COMPREHENSIVE PLAN AMENDMENTS TO ESTABLISH AND PROTECT BIOSCIENCE RESEARCH PROTECTION OVERLAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Palm Beach County Board of County Commissioners elected to enter into negotiations with The Scripps Research Institute ("TSRI") for the relocation of its operations to the FAU Jupiter Campus and to Briger in reliance on the below Cities' commitment to support an economic development cluster in support of TSRI; and

WHEREAS, the Cities recognize that the creation of an economic development cluster to support TSRI will ensure a diversified economy and provide high-wage employment within Palm Beach County, The Treasure Coast Region, and the State; and

WHEREAS, to fulfill this commitment, the Cities and County have agreed to form an Advisory Board whose purpose shall be to protect those lands which each of the Cities has identified as being subject to a bioscience research area protection overlay and consider amendments to their respective comprehensive plans that establish a Bioscience Research Protection Overlay.

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

Section 1. That the City Council authorizes the Mayor and City Clerk to execute the Interlocal Agreement between Palm Beach County and the City of Palm Beach Gardens, the Town of Jupiter, the Town of Mangonia Park, the Town of Lake Park, and The City of Riviera Beach, thereby creating a Bioscience Land Protection Advisory Board and providing for consideration of local comprehensive plan amendments to establish and protect bioscience research protection overlays.

Section 2. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 6th day of March, 2006.

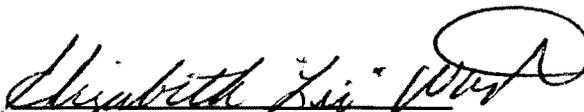
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APPROVED:

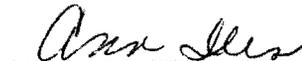


MICHAEL D. BROWN
MAYOR

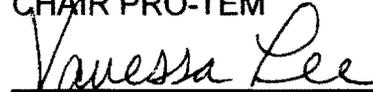
(MUNICIPAL SEAL)



ELIZABETH "LIZ" WADE
CHAIRPERSON



ANN ILES
CHAIR PRO-TEM



VANESSA LEE
COUNCILPERSON

ATTEST



CARRIE E. WARD, MMC
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON

absent
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: V. Lee

E. WADE aye

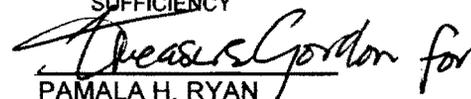
A. ILES aye

V. LEE aye

J. DAVIS aye

E. RODGERS absent

REVIEWED AS TO LEGAL
SUFFICIENCY



PAMALA H. RYAN
CITY ATTORNEY

Date _____

WEW:mem
3/3/06

RESOLUTION NO. 31-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A DOCKAGE AGREEMENT WITH RIVIERA BEACH ENTERTAINMENT, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach wishes to enter into a new dockage space agreement with Riviera Beach Entertainment, LLC; and

WHEREAS, the dockage space agreement makes available assigned space for a vessel other than a day-cruise gaming ship as well as parking at the Riviera Beach Municipal Marina; and

WHEREAS, the new dockage space agreement will replace the existing agreement, which expired February 2006.

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

SECTION 1. That the City Council approves the dockage space agreement with Riviera Beach Entertainment, LLC.

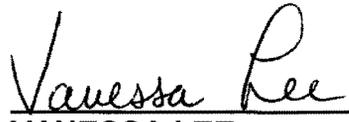
SECTION 2. That the Mayor and City Clerk are authorized to execute the agreement on behalf of the city.

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

PASSED AND APPROVED THIS 15TH DAY MARCH, 2006.

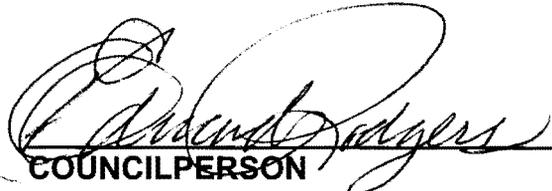
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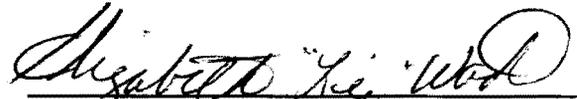

MICHAEL D. BROWN
MAYOR

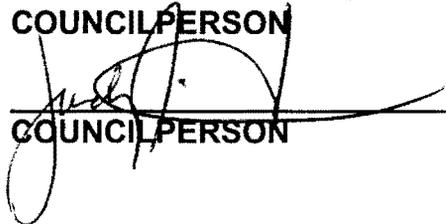

VANESSA LEE
COUNCILPERSON

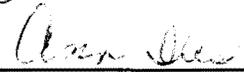
ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: V. LEE

V. LEE: AYE

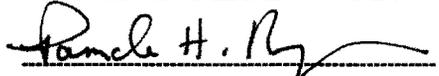
E. WADE: AYE

A. ILES: AYE

J. DAVIS AYE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/8/06

DOCKAGE SPACE AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH AND RIVIERA
BEACH ENTERTAINMENT, LLC

THIS AGREEMENT ("Agreement") entered into this 15 day of March 2006, between THE CITY OF RIVIERA BEACH, (hereinafter referred to as "City") and RIVIERA BEACH ENTERTAINMENT, LLC, (hereinafter referred to as the "Company").

WHEREAS, the Company owns and operates casino cruise ships and is in need of dockage space; and

WHEREAS, the City owns and operates a Marina and has available dockage space which will accommodate such ships; and

WHEREAS, on March 15, 2006, the City Council of the City of Riviera Beach agreed to allow the Company to renew its Dockage Space Agreement dated March 1, 2006.

NOW, THEREFORE, for and in consideration of and reliance upon the mutual promises, covenants and recitals herein, the City and the Company agree to the following terms and conditions:

1. ASSIGNED SPACE. It is understood and agreed by the Company that the services provided by the City are limited to providing dockage space according to the terms of this Agreement. The dock space will be that area known as the north space dock of the City Marina constituting approximately 160 feet of concrete dock. The Company agrees to relinquish its dockage space when requested by the City. The City agrees, insofar as possible, to temporarily reassign the Company to suitable berths at the same facility if space is available, or otherwise credit the Company with equivalent time (days) at the dockage rate provided in this Agreement. In addition to all other power and authority retained by the City, the City may at any time, in its absolute discretion, require the Company to remove the vessel from its assigned dockage area to another dockage area within the Marina, and if the Company fails to comply, the City shall have the right to move the vessel itself. The City also reserves the right to, in its absolute discretion, move any vessel off the floating docks.

Notwithstanding anything in the foregoing to the contrary, the Company hereby understands and agrees that when and if said assigned space is not being used by the Company, the City shall be entitled to lease out such space to other vessels provided that such other vessels are not national or international day-cruise gaming ships operated by competition of the Company or by parties other than the Company. Nevertheless, this shall in no event alleviate Company's responsibility for payment of the monthly dockage fees as outlined below.

The Company agrees that this Agreement is intended only for the purpose of making available the assigned space for vessels other than a day-cruise gaming ship. Further, the Company understands that in the event it wishes to dock a day-cruise gaming ship that it will be required to enter into a new agreement with the City. The City has the sole discretion to enter into a new Agreement with the Company.

2. TERM. This Agreement supersedes and replaces the current dockage space agreement entered into on March 1, 2005. The term of this Agreement shall be for the period beginning on March 1, 2006 ("Effective Date") and terminating February 28, 2007, ("Term") unless sooner terminated in accordance with the terms of this Agreement.

3. DOCKAGE FEE. The Company shall pay to the City the sum of Ten Thousand Dollars (\$10,000.00) per month plus applicable taxes during the Term of this Agreement ("Dockage Fee"). Dockage Fees shall be paid to the City in advance on the first day of each calendar month and shall be delivered to the Marina Office.

4. LATE FEE. The Company agrees to pay the City a late fee of the lesser of five percent (5%) per month or the maximum permitted by law for any Dockage Fees that are not paid by the 10th of each month.

TO SECURE PAYMENT OF SLIP, MOORING DRY-STORAGE FEES AND/OR SERVICE CHARGES, PURSUANT TO CHAPTERS 713 AND 85, FLORIDA STATUTES, THE COMPANY HEREBY GRANTS THE CITY A LIEN UPON THE COMPANY'S VESSEL, MOTOR, AND ACCESSORIES USING THE DOCK. IN THE EVENT THAT MOORING, DRY-STORAGE FEES, AND/OR SERVICE CHARGES HAVE NOT BEEN PAID, THE COMPANY HEREBY AGREES THAT CITY SHALL HAVE THE RIGHT TO RETAIN POSSESSION OF SAID VESSEL UNTIL SUCH FEES AND/OR CHARGES ARE PAID, SAID RIGHT OF RETENTION SHALL INCLUDE BUT NOT BE LIMITED TO SECURING THE BOAT BY ANY MEANS NECESSARY TO PREVENT ITS REMOVAL AND/OR PLACING SAID VESSEL IN DRY STORAGE. IF SLIP, MOORING AND/OR DRY-STORAGE FEES REMAIN PAST DUE FOR A PERIOD OF SIX (6) MONTHS OR SERVICE CHARGES HAVE NOT BEEN PAID FOR A PERIOD OF NINETY (90) DAYS, THEN IT IS HEREBY MUTUALLY AGREED BETWEEN COMPANY AND THE CITY THAT THE AFOREMENTIONED BOAT, MOTOR AND ACCESSORIES MAY BE SOLD BY THE CITY AT A NON-JUDICIAL SALE AS PROVIDED BY CHAPTER 328, FLORIDA STATUTES, IN ORDER TO SATISFY SAID LIEN.

In addition to any other remedies provided for in this Agreement, the Marina, as a provider of necessities to this vessel, has a maritime lien on the vessel and may bring a civil action in rem, under 46 United States Code 31342 in Federal Court, to arrest the vessel and enforce the lien and shall not be required to allege or prove in such action that credit was given to the vessel.

5. REMEDIES. Without otherwise limiting any other remedies as provided for by this Agreement, the City may pursue any other remedy provided by law. In the event a sale of the vessel is made as provided by statute or other collection procedure or legal action is required to collect any amount due under this Agreement, the Company agrees to pay all costs of the sale and/or collection and a reasonable attorney's fee. Notice of non-judicial sale will be mailed to the Company at the address indicated herein. The Company is responsible for notifying the Marina of any change in address.

6. NOTICE. The Company agrees to notify the Marina in writing of any change in the information furnished by the Company in this Agreement and any ownership change of the vessel within twenty-four (24) hours following such change. Failure to so notify Marina within said period of time shall be a default under this Agreement.

Any notification pursuant to any of the provisions of this Agreement shall be sufficient if mailed to the mailing address as set forth below.

If to the City: City Manager
 City of Riviera Beach
 600 West Blue Heron Boulevard
 Riviera Beach, Florida 33404

With a copy to: City Attorney
 City of Riviera Beach
 600 West Blue Heron Boulevard
 Riviera Beach, Florida 33404

If to the Company: Riviera Beach Entertainment, L.L.C.
 Port of Palm Beach
 One East 11th St.
 Suite 500
 Riviera Beach, FL 33404
 Attn: President

With a copy to: Palm Beach Casino Line
 One East 11th Street
 Suite 500
 Riviera Beach, FL 33404
 Attn: General Counsel

7. ASSIGNMENT. It is understood and agreed that this Agreement is not assignable and that neither the dockage, nor the dry-storage may be assigned to others. Sub-leasing of moorings or dry-storage is strictly prohibited.

8. RENEWAL. This Agreement may be renewed by the parties for successive annual terms, subject to the final approval and at the sole discretion of the City.

9. SECURITY. The City makes no warranties or representations concerning security at the premises, either for the facility in general or for the Company's property in particular, including any means of ingress or egress thereto, or with regard to having an agent or employee on the premises.

10. BOAT REGISTRATION/DOCUMENTATION. With respect to any Company vessel using the dock space under this Agreement, the Company hereby agrees to provide current state, federal, or foreign power registration and/or documentation at the time the Company brings in that vessel to occupy its berth or at any time upon demand of the City Manager, Marina Director, or Dock Master.

11. REPAIRS. Only repairmen authorized by the City may enter the City's premises for the purpose of making repairs on the Company's boat.

12. RULES/REGULATIONS. The Company hereby agrees to abide by the rules and regulations set forth herein and any additional rules which from time to time may be conspicuously posted on the premises. Employees of the City are not authorized to deviate or alter these rules or regulations except by specific authorization from the City's Marina Director.

13. TERMINATION. This Agreement may be terminated upon any of the following conditions:

By breach, forfeiture, or default of any of the covenants or provisions of this Agreement, or by violation of any statute, ordinance, Marina rule or regulation or as otherwise provided in this Agreement. In the event of termination for any such reason or cause, termination will be effected by written notice of termination by the City delivered to the Company at the address specified at least three (3) days prior to the effective date of termination. The Company hereby agrees to remove the vessel from the City's premises by the date specified.

By written notice of termination from the Company delivered to the Marina Director or his designee, accompanied by tender of unpaid fees or charges, if any. At that point, the Company may remove the vessel from the City's premises. The minimum term of this Agreement is one month, and it is mutually agreed that there will be no refund of the unused portion of any monthly charge when this Agreement is terminated by the Company.

By the designated mooring, dockage area and/or dry storage space becoming unserviceable for any reason whatsoever.

By lapse of proper insurance coverage, or any other Modification or cancellation, which causes the insurance coverage to fail, or to be in full force and effect.

In no event will the Company be relinquished from its duty to pay all unpaid fees or charges through the date of termination.

14. RISK OF LOSS. The Company shall be solely responsible for properly securing the boat and any equipment thereon. The City assumes no responsibility for the boat, any equipment and/or other articles left aboard the boat, including but not limited to, radios, depth/fish sounders, navigational equipment, antennae, transducers, trim tabs, bimini tops, fishing poles, downriggers and/or outriggers.

The assigned space whether slip, mooring, or dry-storage space shall be occupied at the sole risk of the Company. The City shall not be liable in any way for any loss or damage sustained by Company or anyone claiming by, through or under Company arising out of any action or inaction by the City, its employees and/or agents in connection with the City's premises, the use of the assigned space, or in connection with the Company's boat, motor and/or accessories while it is on the premises. Nor shall the City be liable for any loss or damage to the Boat, its equipment or property stored thereon, due to fire, theft, vandalism, collision, City equipment failure, wind storm, rain, hurricane or other casualty loss.

15. INDEMNIFICATION. The Company for itself, its, successors, executors, administrators, and assigns hereby waives any right it has to claim any loss or damage sustained by Company or anyone claiming by, through or under Company arising out of any action or inaction by the City, its employees and/or agents in connection with the City's premises, the use of the assigned space, or in connection with the Company's boat, motor and/or accessories and/or due to fire, theft, vandalism, collision, City equipment failure, wind storm, rain, hurricane or other casualty loss while it is on the premises.

Company agrees to indemnify the City against all claims, actions, liability and damages, including attorney's fees, whether claimed by the Company, its guests, family, employees, agents or other third parties, arising out of the Company's possession and/or use of the assigned space and other facilities of the Marina.

Company agrees to indemnify the City from and against any claim, suit, loss, liability or costs, including attorney's fees, arising out of, or resulting from, any use, operation or occupancy of the Boat by Company or anyone claiming by, through or under Company.

Nothing contained herein shall constitute or be construed or interpreted as consent by the City to be sued or as a waiver of the City's sovereign immunity beyond the limits provided in Section 768.28 of the Florida Statutes.

16. INSURANCE. The Company hereby agrees and covenants for the term of this Agreement to maintain the following insurance policy(s) with respect to any Company vessel using the dock space under this Agreement:

(a) General Liability Coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) naming the City as additional insured. Said policy shall include coverage for all liability which may be incurred by the Company in its maintenance and operation of the Vessel in and out of the Marina, and provide coverage for removal and/or salvage of Vessel.

(b) Business Automobile Coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for vehicles used by the Company in the operation of the Company's Business and shall name the City as additional insured.

(c) Protection and Indemnity Coverage, with a limit of not less than Two Hundred Thousand Dollars (\$200,000.00) per person, up to the Vessel's maximum capacity, per occurrence and shall name the City as additional insured.

(d) Workers' Compensation Insurance with limits of not less than One Million Dollars (\$1,000,000.00), including Longshoreman and Harbor Workers' coverage, as required by the Workers' Compensation Laws of the State of Florida, and all applicable federal laws.

(e) The insurer(s) must be authorized to do business in the State of Florida. The policies and the insurer(s) must be approved by the City, which approval shall not be unreasonably withheld.

(f) All insurance policies will require that the City be notified at least thirty (30) days prior to any material alteration, cancellation, or non-renewal of the coverage. A certificate of such insurance, and a copy of the insurance policies evidencing that the coverage is in full force and effect on the date hereof and throughout the Term, in a form acceptable to the City, shall be furnished to the City within seven (7) days after the effective date of the Term. Renewal certificates shall be furnished by the Company to the City thirty (30) days prior to the date of expiration of any of the policies on the prior certificate.

17. OWNERSHIP/AUTHORITY. The Company has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, Francis X. Murray hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

Part Ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage or dry-storage to any persons other than the original signer of

this Agreement. In the event of dissolution of a corporation, partnership, or any other entity, or the withdrawal of a Company ownership from such a partnership, or other entity, all parties shall nonetheless be bound by the terms and conditions of this Agreement and be obligated to the City for the payments of all sums due and the performance of all its covenants, terms and conditions.

18. SCHOLARSHIP. The Company agrees to pay One Thousand Dollars (\$1,000.00) per month to the City's Scholarship Fund for the entire term of the Agreement. The Company shall be allowed to have a representative or designee participate as a member of the Scholarship Committee. The Scholarship Committee and the Company shall jointly choose the scholarship recipients.

19. VENUE. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. 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.

20. 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, the 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.

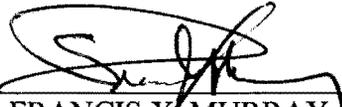
21. INTEGRATION. This Agreement contains the entire understanding of the parties and may not be modified except in writing and signed by both parties.

22. PARKING. The City shall provide sufficient space at the end of the Marina to accommodate the parking needs of approximately sixty (60) automobiles of the Company, its employees, guests, and invitees, at such location or locations as the City determines in its sole discretion. The Company shall be solely responsible for providing any and all additional improvements that may be required. The Company shall assume all risks involved in using such space as parking for its employees, guests, and invitees.

~~[[manager changed part 2 of this section 1/5/05]]~~

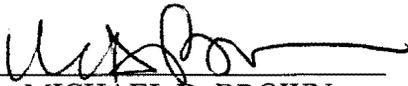
On behalf of the Company, I have read and fully understand the conditions set forth above and agree to abide by each and every one of them and do hereby voluntarily enter into this Agreement with the City.

COMPANY

BY: 
FRANCIS X. MURRAY
VICE PRESIDENT/CEO

CITY OF RIVIERA BEACH

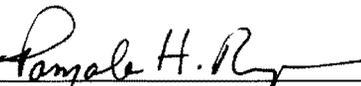
ATTEST

BY: 
MICHAEL D. BROWN,
MAYOR

BY:  3/15/2006
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
GEORGE CARTER,
MARINA DIRECTOR

DATE: 3/8/06

RESOLUTION NO. 32-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION TO PARTICIPATE IN THE FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 05, 2006 THROUGH AUGUST 04, 2006; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$48,668.00 IN THE SUMMER FOOD GRANT FUND (137); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer Program for up to 300 youths ages 5 to 13; and

WHEREAS, the City is desirous of offering free nutritious meals to all participants of the Summer Camp Program; and

WHEREAS, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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 the submission of the Grant Application, which is estimated in the amount of \$48,668 to participate in the Florida Department of Education Summer Food Service Program to subsidize the cost of meals, served during the operation of the Summer Youth Program.

SECTION 2. That the Mayor is authorized to execute the Agreement on behalf of the City of Riviera Beach in compliance with the Grant Application.

RESOLUTION NO: 32-06
PAGE 2

SECTION 4. That the Finance Director is authorized to set up a budget in the Summer Food Grant Fund as follows:

REVENUE:

137-00-334516	Summer Food Grant 2006	\$48,668.00
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EXPENDITURES:

137-1232-572-0-1201	Salaries	\$29,467.00
137-1232-572-0-3406	Contract Services	18,251.00
137-1232-572-0-5201	Operational Supplies	950.00
		<hr/>
		\$48,668.00

SECTION 5. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED THIS 15TH DAY OF MARCH, 2006.

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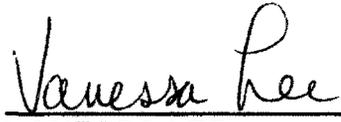
RESOLUTION NO. 32-06

PAGE 3

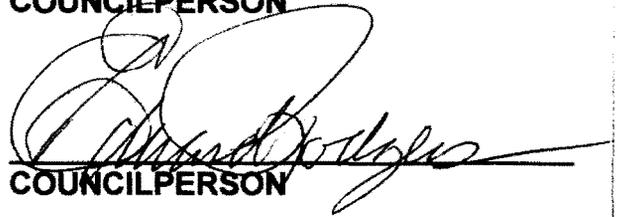
APPROVED:



MICHAEL D. BROWN
MAYOR

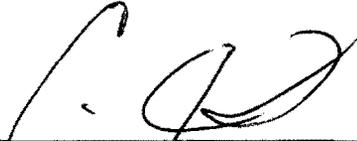


VANESSA LEE
COUNCILPERSON

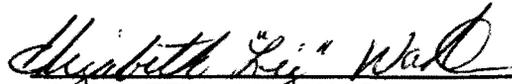


COUNCILPERSON

ATTEST:



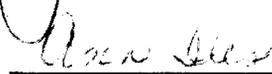
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: V. Lee

V. LEE: aye

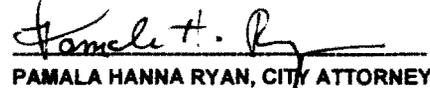
E. WADE: aye

A. ILES: aye

J. DAVIS: aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/8/06

RESOLUTION NO. 33-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF FOUR FORD F250 PICKUP TRUCKS BY PIGGYBACKING OFF FLORIDA SHERIFFS ASSOCIATION CONTRACT NUMBER 04-12-0823 IN THE AMOUNT OF \$97,200.00; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER THIS AMOUNT FROM THE REMAINING BALANCE OF THE \$250,000.00 PREVIOUSLY APPROVED FOR VEHICLE ACQUISITION- CAPITAL IMPROVEMENT ACCOUNT NUMBER 303-1232-572-0-6451 TO ACCOUNT NUMBER 303-1234-572-0-6451 AND MAKE PAYMENT TO MIKE DAVIDSON FORD OF JACKSONVILLE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department has restructured its Parks Division into four sections; and

WHEREAS, the City must provide ample transportation for each division to work effectively and maintain the City's property; and

WHEREAS, Mike Davidson Ford has extended the Florida Sheriffs Association Contract provisions for the purchase of four Ford F250 Pickup Trucks to the City of Riviera Beach at a price of \$97,128.

WHEREAS, Council approved \$250,000.00 for acquisition of buses for 2006 fiscal year budget for parks and Recreation Department.

WHEREAS, the acquisition of the buses was less than \$250,000.00 and the remaining balance will be used to purchase the four (4) pickup trucks for the Parks Division.

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

SECTION 1. That the City Council hereby authorizes the purchase of four Ford F250 Pickup Trucks from Mike Davidson Ford of Jacksonville, Florida off of the Florida Sheriffs Association Contract in the amount of \$97,200.00

SECTION 2. That the Finance Director is authorized to transfer funds in the Capital Improvement Fund (Fund 303) as follows:

RESOLUTION NO. 33-06

Transfer from:

Parks and Recreation (303)-1232-572-0-6451 \$97,200

Transfer to:

Parks Division (303)-1234-572-0-6451 \$97,200

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

PASSED AND APPROVED this 14TH day of MARCH 2006.

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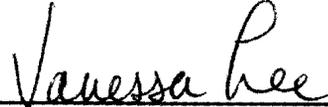
RESOLUTION NO. 33-06

PAGE 3

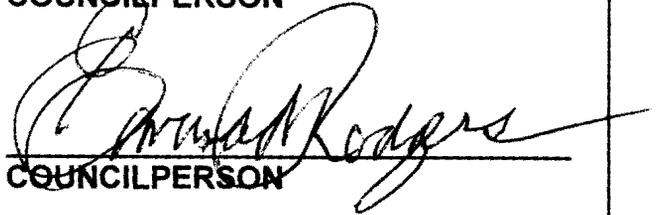
APPROVED:



MICHAEL D. BROWN
MAYOR



VANESSA LEE
COUNCILPERSON

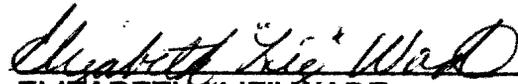


EDWARD RODGERS
COUNCILPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



J. DAVIS
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: J. DAVIS

V. LEE: AYE

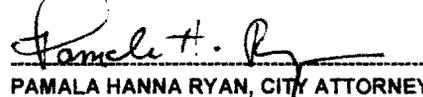
E. WADE: AYE

A. ILES: AYE

J. DAVIS AYE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/8/06

RESOLUTION NO. 34-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING WORK ORDER NUMBER 5 FOR THE COMPLETION OF CONSTRUCTION DRAWINGS FOR THE RENOVATION OF GEORGE STREET PARK AND FURTHER AUTHORIZING PAYMENT TO OCAMPO & ASSOCIATES FOR THESE PROFESSIONAL SERVICES IN THE AMOUNT OF \$52,000 BY APPROPRIATING SAID FEES FROM THE PARKS AND RECREATION IMPACT FEES ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has contracted with Ocampo and Associates to provide architectural and design services for the Parks and Recreation Department; and

WHEREAS, the renovation, expansion and improvement of the City's parks and recreational facilities is a high priority for the City Council; and

WHEREAS, the approval of Work Order Number 5 will provide the City the design work to complete the renovations of the George Street Park; and

WHEREAS, funds need to be appropriated in the amount of \$52,000 from the Parks and Recreation Impact Fee account no. 303-00-399999 at this time.

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 hereby authorized to appropriate funds as follows:

Parks and Recreation Impact Fees	
303-00-399999	
\$52,000	
Revenue	
303-1234-572-0-4306	Repair and Maintenance-Grounds
\$52,000	
for George Street	\$52,000

SECTION 2. That the City Council approves Work Order #5 from Ocampo and Associates in the amount of \$52,000 for the design for the renovation of the George Street Park.

RESOLUTION NO. 34-06
PAGE 2

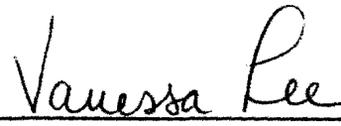
SECTION 3. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 15TH day of MARCH 2006.

APPROVED:



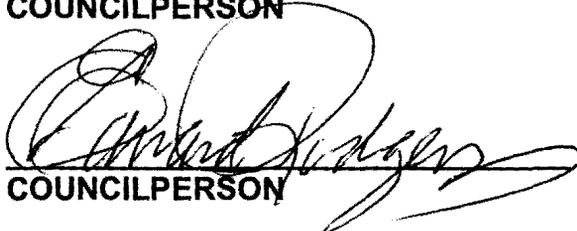
MICHAEL D. BROWN
MAYOR



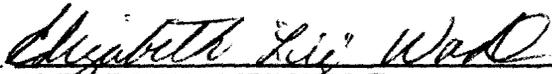
VANESSA LEE
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



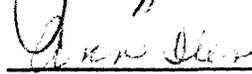
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: AYE

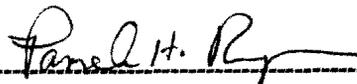
E. WADE: AYE

A. ILES: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/9/06

RESOLUTION NO. 35-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING WORK ORDER NUMBER NO. 4 FOR THE COMPLETION OF CONSTRUCTION DRAWING FOR THE EXTERNAL ELEMENTS OF THE DAN CALLOWAY (TATE) RECREATION CENTER AND FURTHER AUTHORIZING PAYMENT TO OCAMPO & ASSOCIATES FOR THESE PROFESSIONAL SERVICES IN THE AMOUNT OF \$101,000 BY APPROPRIATING SAID FEES FROM THE PARKS AND RECREATION IMPACT FEE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has contracted with Ocampo and Associates to provide architectural and design services for the Parks and Recreation Department; and

WHEREAS, the renovation, expansion and improvement of the City's parks and recreational facilities is a high priority for the City Council; and

WHEREAS, the approval of Work Order Number 4 will provide the City the design work to complete the exterior components of the park; and

WHEREAS, funds need to be appropriated in the amount of \$101,000 from the Parks and Recreation Impact Fee account (303-00-399999) at this time.

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 hereby authorized to appropriate funds as follows:

	Parks and Recreation Impact Fee	
	303-00-399999	
	\$101,000	
	Revenue	
	303-1234-572-0-3106	Professional Services
	\$101,000	
for	Dan Calloway	\$101,000

SECTION 2. That the City Council approves Work Order No. 4 from Ocampo and Associates in the amount of \$101,000 for the design of the exterior elements of Dan Calloway including parking lots, irrigations, lighting and landscaping.

RESOLUTION NO. 35-06
PAGE 2

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

PASSED AND APPROVED this 14TH day of MARCH
2006.

APPROVED:

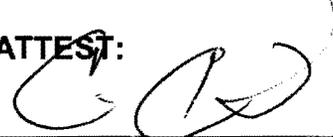


MICHAEL D. BROWN
MAYOR

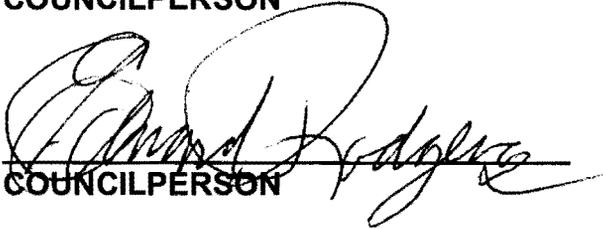


VANESSA LEE
COUNCILPERSON

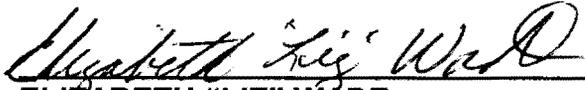
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



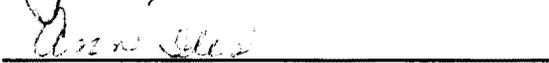
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: A. ILES

V. LEE: AYE

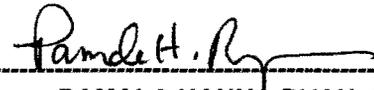
E. WADE: AYE

A. ILES: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/9/06

RESOLUTION NO. 36-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE STAFF TO SUBMIT PALM BEACH COUNTY DEVELOPMENT REGIONS GRANT APPLICATIONS FOR STINSON INDUSTRIES, INC. AND VENTURE MARINE, INC. IN THE AMOUNTS OF \$42,394 AND \$50,000 WITH REQUIRED MATCHING FUNDS FROM THE CITY IN THE AMOUNTS OF \$21,197 AND \$25,000, RESPECTIVELY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Economic Development Office has a Development Regions Grant Program; and

WHEREAS, Stinson Industries, Inc. and Venture Marine, Inc. have projects that meet the requirements of the Development Regions Grant Program in the City of Riviera Beach; and

WHEREAS, Stinson Industries, Inc. and Venture Marine, Inc. have requested staff's assistance in acquiring Development Regions Grants; and

WHEREAS, the City of Riviera Beach's staff is desirous of submitting Development Regions Grant Applications on behalf of Stinson Industries, Inc. and Venture Marine, Inc. in the amounts of \$42,394 and \$50,000 with required matching funds from the City in the amounts of \$21,197 and \$25,000, respectively; and

WHEREAS, the General Fund Contingency account has funds available that can be used as matching funds for the Development Regions Grant Applications on behalf of both applicants.

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

SECTION 1. Staff is authorized to submit the Development Regions grant applications on behalf of Stinson Industries, Inc and Venture Marine, Inc in the amounts of \$42,394 and \$50,000 with required matching funds from the City in the amounts of \$21,197 and \$25,000, respectively.

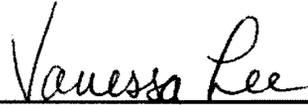
SECTION 2. This Resolution shall take effect immediately upon its approval.

PASSED AND APPROVED THIS 15TH DAY OF MARCH, 2006.
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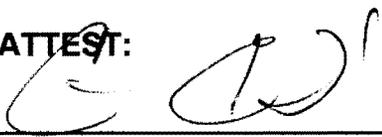
APPROVED:



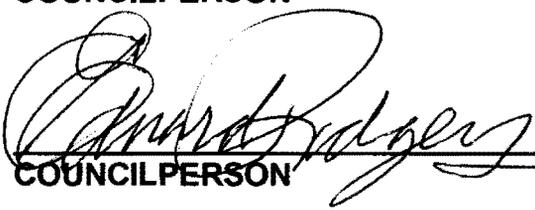
MICHAEL D. BROWN
MAYOR



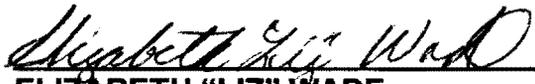
VANESSA LEE
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



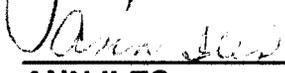
EDWARD RODGERS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



J. DAVIS
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

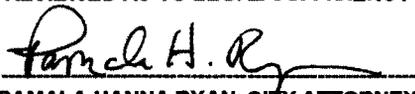
V. LEE: AYE

E. WADE: AYE

A. ILES: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 3/13/06