

RESOLUTION NO. 172-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PAYMENT OF \$13,230.00 TO BANK ATLANTIC FOR THE RENTAL OF BAYS 8 & 9 AT 835 WEST 13TH COURT, RIVIERA BEACH, FLORIDA, FOR THE PERIOD OF OCTOBER 1, 2004 TO SEPTEMBER 30, 2005 AND THE FINANCE DIRECTOR IS AUTHORIZED TO APPROPRIATE GENERAL FUND-FUND BALANCE IN THE AMOUNT OF \$13,230.00 FOR SAME; AND APPROVING THE PAYMENT OF \$13,891.50 TO BANK ATLANTIC FOR THE RENTAL PERIOD OF OCTOBER 1, 2005 TO SEPTEMBER 30, 2006; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE LEASE FOR THE PERIOD OF OCTOBER 1, 2006 TO SEPTEMBER 30, 2007 AND APPROVING THE PAYMENT OF \$14,586.07 FOR SAME; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT NUMBER 001-0822-521-0-4402; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Police Department utilizes bays 8 & 9 at 835 13th Court, Riviera Beach, Florida, to store seized vehicles and property; and

WHEREAS, the cost of the lease with Bank Atlantic is \$13,230 for the rental period of October 1, 2004 to September 30, 2005 and \$13,891.50 for the rental period of October 1, 2005 to September 30, 2006, and \$14,586.07 for the lease period of October 1, 2006 to September 30, 2007

WHEREAS, the lease renewal is budgeted annually in the police departments general fund budget account number 001-0822-521-0-4402.

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 the lease agreement for the period of October 1, 2006 to September 30, 2007.

SECTION 2: The Finance Director is authorized to appropriate General Fund-Fund Balance account number 001-00-399999 in the amount of \$13,230.00 and increase the Police Departments Rent & Lease Building account number 001-0822-521-0-4402 to pay the 2004-2005 rental invoice.

SECTION 3: The City Council authorizes the Mayor and Finance Director to make payments to Bank Atlantic as follows:

- \$13,230.00 from FY 2007 Acct# 001-0822-521-0-4402
- \$13,891.50 from FY 2006 Acct# 001-0822-521-0-4402
- \$14,586.07 from FY 2007 Acct# 001-0822-521-0-4402

SECTION 4: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 15th day of November, 2006

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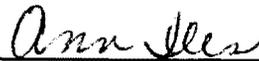
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APPROVED:



MICHAEL D. BROWN
MAYOR

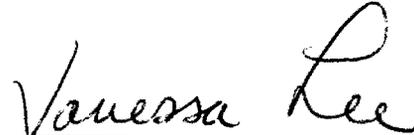


ANN ILES
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



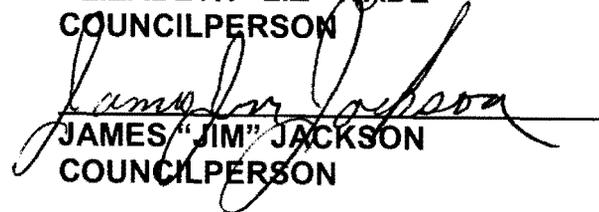
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

V. LEE: aye

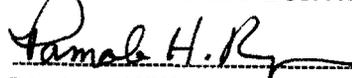
E. WADE: aye

A. ILES: aye

N. DUNCOMBE: aye

J. JACKSON: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/8/04

LEASE

THIS LEASE ("Lease") is made and entered into as of this 15 day of November, 2006, by and between BankAtlantic ("Landlord") and Riviera Beach Police Department, a Florida Corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord owns in fee simple that certain real property together with the improvements located thereon and the appurtenances thereunto belonging ("Improvements") having a street address of 835 West 13th Court, Riviera Beach Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, Tenant desires to lease from Landlord the Improvements constituting Bays 8 & 9 located on the Land (Land and Improvements being the "Demised Premises") and Landlord desires to lease to Tenant the Demised Premises in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, each intending to be legally bound, hereby agree as follows:

1. TERM.

Landlord hereby leases the Demised Premises to Tenant and Tenant hereby rents the Demised Premises from Landlord, to have and to hold, for a term ("Term"), commencing on October 1, 2006 (hereinafter the "Commencement Date") and continuing through and including the September 30, 2007, unless sooner terminated by Landlord as provided hereunder.

2. RENT AND SALES TAX.

(a) Base Rent. Tenant shall pay to Landlord annually the sum of Fourteen Thousand Five Hundred Eighty Six Dollars and Seven Cents (\$14,586.07) as rent ("Base Rent") for the Demised Premises in equal monthly installments of One Thousand Two Hundred Fifteen Dollars and Fifty One Cents (\$1,215.51), payable on the first day of each month of the Term. Rent payments shall be delivered to Landlord at 1170 West McNab Road, Fort Lauderdale, Florida 33309 Attn: Joan Garrick, or at such other place as Landlord may from time to time designate in writing. All Base Rent and Additional Rent (as hereinafter defined) (Base Rent and Additional Rent collectively referred to as "Rent") due hereunder shall be paid promptly when due, notwithstanding the absence of Landlord's formal demand therefor.

(b) Additional Rent. This Lease is intended to be an absolute triple net lease with all Rent payable to Landlord being net to Landlord and Tenant shall be responsible for the prompt payment of all costs and expenses related to the Demised Premises as Additional Rent, including but not limited to all taxes, insurance, utilities, maintenance and any other expenses related to the Demised Premises. All monies expended by Landlord to cure any breach of any obligation of Tenant contained herein shall be deemed Additional Rent and shall be paid by Tenant to Landlord immediately upon demand.

(c) Sales Tax. Tenant shall pay to Landlord, with each payment of Rent due under this Lease, all applicable Federal, state and local sales tax, at the then applicable tax rate, due on each payment of Rent. Tenant's failure to comply with this Paragraph 2(b) obligation shall be a default under this Lease.

3. USE OF PREMISES.

Tenant shall use and occupy the Demised Premises for warehouse use and the related operations thereof and for no other use or purpose unless Tenant shall first obtain the written consent of Landlord. Furthermore, Tenant shall not use or occupy the Demised Premises or any part thereof in a manner which shall: (i) violate any zoning ordinance or other applicable law which has jurisdiction over the Demised Premises; (ii) make void or voidable any insurance then in force with respect thereto; (iii) cause or be likely to cause structural damage to the Demised Premises or any part thereof; (iv) interfere with the normal operations of the heating, air conditioning, ventilating, plumbing, mechanical or electrical systems of the building containing the Demised Premises, if any; (v) constitute a public or private nuisance; (vi) detract from (aesthetically or otherwise) the appearance of the exterior of the Demised Premises or of any portion of the interior of the Demised Premises; or (vii) otherwise use or permit the use of the Demised Premises for any purpose which in the opinion of Landlord would adversely affect the then value or character of the Demised Premises. Tenant covenants to comply with all applicable governmental laws, rules and regulations and not to conduct nor permit any illegal activity on the Demised Premises.

4. CONDITION OF DEMISED PREMISES, MAINTENANCE.

Tenant hereby accepts the Demised Premises in "AS IS, WHERE IS" condition. Tenant covenants and agrees that it will, during the Term, at its sole expense, keep, preserve, and maintain the Improvements and Demised Premises, including but not limited to all building systems, HVAC units and venting located within the Demised Premises, all portions of the Demised Premises, landscaped areas, parking areas, and appliances in a proper, safe, tenantable, clean, free from any encumbrances, good and substantial state of repair and condition and will, from time to time, make or cause to be made all necessary and proper repairs, replacements and improvements arising by normal obsolescence, so that the Improvements and Demised Premises shall at all times be maintained in as good order and repair as it is at the date of the commencement of the Term, ordinary wear and tear excepted. Tenant shall maintain a contract with a licensed and insured pest control company to keep the Demised Premises free from infestations. Tenant further covenants and agrees not to cause, suffer, or permit any waste, damage, neglect, or injury to the Improvements and Demised Premises. All necessary repairs and rehabilitation shall be made at least equal in quality to the original work. Although not required to do so, Landlord may, at its sole option, make any such repairs or rehabilitation which are not promptly made by Tenant and may charge the cost thereof to Tenant as additional rental hereunder which Tenant shall promptly pay upon Landlord's demand therefor.

5. NO LIENS: TENANT'S CHANGES TO DEMISED PREMISES.

(a) Tenant acknowledges and agrees that it has no power to incur any indebtedness giving right to a lien of any kind or character upon Landlord's right, title and interest in and to the Demised Premises and no party shall ever be entitled to any lien directly or indirectly derived through or under Tenant or its agents or servants on account of any act or omission of Tenant which shall be superior to the rights of Landlord.

(b) Tenant shall not otherwise make any alterations, additions or improvements to the Demised Premises without first securing the prior written consent of Landlord of the plans and specification of such alterations, additions, and/or improvements that have been submitted to Landlord by Tenant, such consent may be withheld at Landlord's sole discretion. If Landlord grants its consent, Tenant's work may be performed only by licensed contractors or subcontractors approved in writing in advance by Landlord; such approval shall not be unreasonably withheld. If Landlord shall give its consent to any proposed alteration, addition and/or improvement, Landlord shall have the right to require, as a condition precedent to such consent, that Tenant furnish to Landlord such security, payment bond or performance bond as may be reasonably requested by Landlord in order to protect the Demised Premises from and against liens of mechanics and other lienors performing work or services in or on the Demised Premises or supplying materials in connection with any construction work to be performed within the Demised Premises. If any lien shall be filed against the Demised Premises, then Tenant shall cause the same to be discharged or transferred to a security deposit in an amount equal to twice the amount of the lien claim and otherwise in the manner as provided by law within ten (10) days after the filing of the lien by the lienor upon the public records. Failure to do so shall constitute a default hereunder. Tenant agrees to indemnify and save harmless Landlord from any and all liabilities, damages, expenses, expenditures or otherwise, including attorneys' fees, reasonably incurred or paid, for breach of this Paragraph 5.

6. UTILITIES.

Tenant shall provide and pay for all costs associated with Tenant's use of the Demised Premises including, without limitation, water, gas, electric, telephone, garbage and waste removal, pest control, landscaping, sewerage services and other utility services. Tenant shall be billed directly from and shall make payments directly to the applicable supplier of such utilities and other services. Tenant hereby indemnifies and holds Landlord harmless against all liability or damages by reason of Tenant's use and enjoyment of such utilities and services. Tenant shall be responsible for all interior maintenance and janitorial service costs for the Demised Premises including, without limitation, painting, light fixtures and floor coverings.

7. SURRENDER OF DEMISED PREMISES.

Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord, broom-clean and in good condition and repair, ordinary wear and tear excepted. Tenant shall remove all equipment, trade fixtures and other personal property owned by Tenant (the equipment, trade fixtures and personal property are hereinafter collectively referred to as the "Personal Property") located on the Demised Premises immediately upon the expiration of the Term. Any such Personal Property remaining on the Demised Premises after the expiration of the Term shall become the property of the Landlord. If Tenant shall default in so surrendering the Demised Premises, Tenant's continuing occupancy, regardless of Landlord's consent or acquiescence to such occupancy, shall be deemed to be that of a tenancy-at-will and in no event from month-to-month; shall be subject to all of the terms, covenants and conditions of this Lease, except that Rent shall be twice the amount then payable pursuant to this Lease; and no extension or renewal of this Lease shall be deemed to have occurred by Tenant's holding-over. Except as provided for in this Paragraph 7, Tenant shall not surrender the Demised Premises and no act or thing done by Landlord or its agents during the Term shall be deemed an acceptance of Tenant's surrender of the Demised Premises unless an agreement to accept such surrender has been signed by Landlord.

8. INSURANCE.

Tenant shall obtain and throughout the Term shall maintain the following insurance covering the Improvements and Demised Premises (including all landscaped areas, parking areas and any other surrounding areas):

(a) Commercial property insurance which shall (1) cover damage to Improvements from all perils (including but not limited to fire, windstorm, flood and rising water), and include ordinance of law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available at commercially reasonable rates) and (2) be written for full replacement cost of the Improvements with a deductible of no greater than 5% of the Improvement's value. Insurance proceeds shall be primarily available for repair and restoration of the Improvements and the Demised Premises.

(b) A combination of General liability and umbrella insurance with limits of not less than the following: (i) general aggregate amount of \$2,000,000; and (ii) \$2,000,000 for each occurrence.

(c) Workers' compensation insurance as required by the state in which the Demised Premises is located and in amounts as may be required by applicable statute.

(d) All insurance policies required to be maintained by Tenant under this lease shall be issued by insurance companies which have a Best's Rating of "A VII" or better and which are qualified to do business in the State of Florida and shall name Landlord as an additional insured.

9. INDEMNIFICATION, ASSUMPTION OF RISK.

(a) Indemnification. Tenant hereby indemnifies and holds Landlord harmless against any and all liabilities, expenses, losses, costs (including, without limitation, attorneys' and paralegals' fees through all appeals and post-judgment proceedings) incurred by Landlord relative to all claims, demands, actions or proceedings brought against Landlord as a result of: (i) Tenant's use of the Demised Premises or the conduct of its business or from any activity, work or other matter done, permitted or suffered by Tenant in or about the Demised Premises; (ii) any personal injury or property damage occurring in, upon or about the Demised Premises (iii) Tenant's failure to perform or comply with any covenant requiring Tenant's performance or compliance under this Lease or by reason of Tenant's failure to comply with all statutes, ordinances and regulations imposed by applicable governmental authorities; (iv) any and all mechanics' liens, security agreements or other encumbrances filed against the Demised Premises, Landlord's interest therein or against any equipment located therein; or (v) negligence on the part of Tenant or its agents, contractors, licensees, servants or invitees. All sums of money required hereunder to be paid by Tenant shall be deemed additional rent due immediately. In the event any action or proceeding is brought against Landlord by reason of any such claim, Tenant shall, at Tenant's sole expense, timely resist or defend Landlord by counsel satisfactory to Landlord.

(b) Assumption of Risk. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Demised Premises and/or Tenant's Personal Property and injury to persons in or about the Demised Premises from any cause other than an affirmative act of negligence by Landlord. Landlord shall not be responsible or liable to Tenant, its officers, agents, servants and employees, or to any other occupant of any part of the Demised Premises, for any injury or damage resulting from acts or omissions of Tenant or for any injury or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, or sewer pipes, or resulting from any failure of water supply, gas, telephone system or electric current or for any injury or damage caused by gasoline, oil, gas, electricity, hurricane, tornado, flood, wind or similar storms or disturbances or for any interference with light or air.

10. DAMAGE OR DESTRUCTION OF DEMISED PREMISES.

In case of damage by fire or other casualty to the Demised Premises or any portion thereof, by no fault of Tenant and to the extent that Landlord determines that Tenant cannot successfully operate the Demised Premises as contemplated herein, this Lease shall terminate and Rent shall be apportioned to the time of such casualty. In all other cases where the Demised Premises are damaged by fire or other casualty without the fault of Tenant, the damage shall be repaired by Landlord at landlord's cost, subject to any insurance proceeds available for such repairs. If such repairs can, in Landlord's opinion, be made within one hundred twenty (120) days after the occurrence of such damage and without the payment of overtime or other premiums, Landlord shall notify Tenant of Landlord's intention to make such repairs and, until such repairs are completed, Rent shall be reduced in proportion to the part of the Demised Premises which is untenable by Tenant for the conduct of its business. If the damage is due, in whole or in part, to the fault or negligence of Tenant, its employees or agents, there shall be no abatement of Rent whatsoever. If, in Landlord's opinion, such repairs cannot be made within one hundred twenty (120) days after the occurrence of such damage, then (a) Landlord may, at its sole option and with notice of Landlord's intention delivered to Tenant within thirty (30) days of Landlord's knowledge of such damage, make such repairs within a time which may exceed one hundred twenty (120) days but which shall be reasonable, in which event this Lease shall continue in effect and Rent shall be apportioned in the manner provided above; or (b) Landlord may terminate this Lease

by giving notice thereof to Tenant within thirty (30) days of Landlord's knowledge of such damage. If Landlord fails to timely notify Tenant of Landlord's intent as to (a) or (b) above, then Tenant may, by written notice delivered to Landlord within thirty (30) days thereafter, terminate this Lease, whereupon Rent shall be apportioned to the date of Landlord's receipt of Tenant's termination notice. In no event, however, shall Landlord be responsible to Tenant for any damages or loss incurred as a result of any casualty as described herein including, without limitation, any losses of income, business or goodwill.

11. EMINENT DOMAIN.

(a) If, at any time during the Term, title to the whole or any part of the Demised Premises shall be taken (i) by the exercise of the right of condemnation or eminent domain by any public or quasi-public entity or (ii) by agreement between Landlord and any governmental authority that is authorized to exercise such right, then this Lease shall terminate from the time when possession is taken by such condemning authority and Rent shall be apportioned and paid to the date of Landlord's surrender of possession.

(b) All compensation awarded or paid upon such a taking of the Demised Premises shall belong to and be the property of Landlord without any participation therein by Tenant. Tenant agrees to execute any and all documents that may be required in order to facilitate collection by Landlord of any and all such awards. Nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings as to losses affecting the value of Tenant's leasehold interest or for loss of business or depreciation of, damage to, expense of removal of or for the value of stock, trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim by Tenant shall in any way diminish or otherwise adversely affect Landlord's award.

(c) In the case of any governmental action not resulting in the taking of any portion of the Demised Premises, but creating a right to compensation therefor including, without limitation, road work or a change of the grade of any street, this Lease shall continue in full force and effect without reduction or abatement of any Rent or additional rent thereafter due and payable. Landlord shall be entitled to receive the entire amount of compensation made with respect to any such governmental action and, if such governmental action results in physical damage to the Improvements, Landlord shall proceed with reasonable diligence to conduct all restoration, repair and replacement necessary to remedy any such physical damage so as to restore the Demised Premises to substantially its condition and value immediately prior to such governmental action without regard to the amount of compensation received by Landlord.

12. TAXES.

Tenant shall pay, prior to the delinquency thereof, all taxes (including but not limited to all ad valorem, personal property, and general or special assessments or otherwise) assessed against or levied upon the Improvements and Demised Premises and all taxes assessed against or levied upon Tenant's Personal Property located on the Demised Premises. Whenever possible, Tenant shall cause said Personal Property of Tenant to be assessed and billed separately from the Demised Premises. Notwithstanding the foregoing, Landlord shall have the right to pay any such taxes required of Tenant before delinquency thereof, in which event the amount so paid by Landlord shall be reimbursed to it by Tenant promptly upon demand therefor and shall be deemed additional rent due immediately.

13. LANDLORD'S LIEN.

Landlord shall have a first lien senior to all others on every right and interest of Tenant in and to this Lease, on any and all of the improvements and additions placed on or in the Demised Premises and upon any and all of Tenant's furnishings, equipment, fixtures, goods, and chattels (or of Tenant's interest therein) brought or put on the Demised Premises. Such lien is granted for the purpose of securing the payment of Rent, all additional rent described herein and all charges, liens, penalties and damages herein covenanted to by Tenant and further for the purpose of securing the performance of all of Tenant's obligations under this Lease. If at any time during the Term, and any extension or renewals thereof, Tenant shall be in default as to any of its obligations hereunder, Landlord may enforce this lien by distress, foreclosure or in any other manner cognizable under the laws of the State of Florida, now or hereafter in effect. In the event of such default, Landlord shall also be irrevocably authorized to perfect the security interest granted under this paragraph by filing, as attorney-in-fact for Tenant, a Uniform Commercial Code financing statement as required by the laws of the State of Florida which are now or shall hereafter be in effect.

14. DEFAULT; LATE CHARGE.

The occurrence of any of the following shall constitute an "Event of Default" under the terms and conditions of this Lease: (a) Tenant shall vacate or abandon the Demised Premises at any time during the Term or any extensions or modifications thereof; (b) nonpayment of any Rent or additional rent (or any part thereof) provided for in this Lease for more than five (5) days after the same shall become due and payable under the terms hereof; (c) any breach of any of the non-monetary provisions, conditions, stipulations or covenants of this Lease by Tenant and said breach or default shall continue to exist for a period of ten (10) days after written notice of such default has been given by Landlord to Tenant; (d) Tenant shall make or attempt to make an assignment for the

benefit of creditors, a receiver or trustee has been appointed for Tenant or for any of its property in the Demised Premises, there is a voluntary or involuntary petition in bankruptcy filed by or against Tenant which is not dismissed within fifteen (15) days of its being filed or if Tenant is adjudged a bankrupt or files for an arrangement and/or reorganization under the bankruptcy laws and said proceeding is not dismissed within fifteen (15) days after the same has been filed; or (e) any of the assets or property of Tenant in the Demised Premises shall be attached or levied upon.

Upon the occurrence of any Event of Default, Landlord shall be entitled to exercise any one or more of the following remedies: (i) Landlord may declare this Lease terminated, declare Tenant to be a tenant-at-sufferance and bring an unlawful detainer action against Tenant or such other proceeding as Landlord shall deem appropriate to dispossess Tenant from the Demised Premises; (ii) Landlord shall, at its option, have the right to immediately re-enter, retake and possess the Demised Premises, to declare this Lease ended and to expel Tenant and all persons occupying the Demised Premises or any part thereof, whereupon all of Tenant's rights in and to this Lease and in and to the Demised Premises shall automatically terminate and be forfeited and all improvements and fixtures then situated in and upon the Demised Premises (including all trade fixtures) shall pass to and become the property of Landlord as liquidated damages occasioned by Tenant's default, which damages are hereby fixed and agreed upon between the parties hereto as it is impossible to precisely ascertain the amount of Landlord's actual damages and the cost and effect of such default; (iii) Landlord may, at its sole option, re-enter and retake possession of the Demised Premises as agent for Tenant and for the protection of the Demised Premises and offer the same for rent as agent for Tenant; and (iv) Landlord may, at its sole option, cause any breach of any obligation of Tenant herein to be satisfied or pay any sums on Tenant's behalf, and Tenant shall pay to Landlord all monies expended by Landlord, including reasonable attorney's fees, related to Landlord's curative efforts, plus interest, as Additional Rent to be paid by Tenant immediately upon demand by Landlord. Notwithstanding anything to the contrary herein contained, Landlord shall have no obligation to cure any Tenant default, take any action or pay any sum on behalf of Tenant.

In the event Landlord decides, at its sole option, and is able to re-let the Demised Premises for monthly rent less than the Rent or for a term shorter than the remaining Term, Tenant shall remain liable for any deficiency such new rental income has relative to all Rent due through the remainder of the Term. Landlord may, at its sole option, do nothing and hold Tenant responsible for the Rent as and when it becomes due and accrues from time to time thereafter or, at Landlord's option, Landlord may accelerate the entire remaining unpaid total Rent for the remaining Term and all additional rent, or any part thereof, as prescribed under the terms of this Lease, which shall become immediately due and payable. Landlord shall also have and be entitled to exercise all other remedies available to Landlord in such cases of default made and provided according to the laws of the State of Florida in addition to every other remedy given hereunder. Landlord shall also be entitled to restrain by injunction Tenant's attempted, threatened or actual violation of any condition or provision of this Lease or to compel by decree Tenant's mandatory performance of any such condition or provision. In the event of such injunctive action by Landlord, Tenant hereby waives for itself and all persons claiming under Tenant any existing or future rights to prior notice of the application for any temporary restraining order and the necessity that Landlord file any bond as a condition for issuance of such injunctive order.

No failure by Landlord to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available upon a breach thereof and no acceptance of full or partial Rent (whether such acceptance is with or without knowledge of the breach of any covenant of this Lease) during the continuance of any such breach shall constitute a waiver of Landlord's rights as to any such breach or of any such term or condition. No term or condition of this Lease required to be performed by Tenant and no breach thereof shall be waived, altered, or modified unless expressly done so by a written instrument executed by Landlord. No waiver of any breach shall affect or alter any term or condition in this Lease and each such term or condition shall continue in full force and effect with respect to any other existing or subsequent breach thereof.

If any installment of Rent or any additional rent is not paid within fifteen (15) days of when same is due, then Tenant agrees to pay a late charge equal to five percent (5%) of the unpaid amount. If one or more of Tenant's payments for any amount due under this Lease or any modification hereof shall be dishonored by the drawee bank and be returned to Landlord (for whatever reason), then Tenant agrees to pay a collection charge equal to five percent (5%) of the amount of such dishonored payment and Landlord shall have the right to thereafter require that all amounts required hereunder be paid by means of a cashier's check. All monies due Landlord by Tenant shall bear interest at the highest nonusurious rate permitted by Florida law.

15. QUIET ENJOYMENT.

Upon the payment of the Rent and upon the due performance of and compliance with all of the terms and conditions of this Lease, Tenant shall at all times during the Term have, hold and enjoy the Demised Premises peaceably and quietly.

16. SUBORDINATION AND ATTORNMENT.

This Lease is subject and subordinate to the lien of any existing mortgage and all other mortgages which hereafter may be a lien on the Demised Premises given by Landlord and/or its successors in title and also to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument or act on the part of Tenant shall be necessary to effectuate such subordination. In confirmation of such subordination, however, Tenant shall promptly execute any certificate that Landlord may request or that may be requested by any mortgagee or proposed mortgagee. Tenant hereby appoints Landlord as Tenant's attorney-in-fact, irrevocably, to execute and deliver any such instrument for and on behalf of Tenant.

Tenant shall, at the request of any mortgagee and upon such party succeeding to the interest of Landlord, attorn to such party and perform in favor of such party all of the covenants of Tenant pursuant to this Lease. The foregoing shall not limit the rights which any mortgagee shall have to collect any Rent from Tenant hereunder or under any assignment which Landlord may have made of Tenant's interests herein as collateral, provided Tenant is furnished with a copy of such assignment and a written demand for payment of the rents by such mortgagee based upon its certification to Tenant that Landlord is in default and that the mortgagee has the right to effect such collection from Tenant.

17. INABILITY TO PERFORM.

The obligation of Tenant to pay the Rent and perform and comply with all of the covenants and conditions contained in this Lease shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service required hereunder or is unable to make, or is delayed in making, any repairs, additions or alterations required hereunder or is otherwise unable to perform its obligations under this Lease by reason of strikes, labor troubles, the exercise of any governmental authority or by any other cause beyond the reasonable control of Landlord.

18. RIGHTS RESERVED TO LANDLORD.

Landlord reserves for itself and its agents the following rights for itself or its agents: (a) to enter the Demised Premises to inspect, modify, or repair the Demised Premises; (b) to exhibit the Demised Premises during the six (6) months prior to the expiration of the Term or any renewal or extension thereof and/or to place upon or in the Demised Premises "For Rent" or "For Sale" signs which Tenant shall permit to remain undisturbed thereon; (c) to decorate, remodel, repair, alter, modify or otherwise prepare the Demised Premises for re-occupancy or sale; and (d) to otherwise enter the Demised Premises for any purpose whatsoever related to the safety, protection, preservation or improvement of the property or of Landlord's interest therein, without being deemed guilty of an eviction or disturbance of Tenant's use and possession and without being liable in any manner to Tenant.

19. SECURITY DEPOSIT.

Tenant, concurrently with the execution of this Lease, has deposited with Landlord the sum of 0 Dollars (\$ 0) (hereinafter the "Security Deposit"), the receipt of which is hereby acknowledged by Landlord, which sum shall be held by Landlord as security for the payment by Tenant of the Rent and all other payments herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms, provisions, covenants and conditions of this Lease. It is agreed that Landlord, at Landlord's option, may, at the time of any default by Tenant under any of the terms, provisions, covenants or conditions of this Lease, apply said sum, or any part thereof, towards the payment of Rent and all other sums payable by Tenant under this Lease, and towards the performance of each and every one of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro rata and that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord so to do; that, in the event this Security Deposit shall not be utilized for any such purposes, then such Security Deposit shall be returned by Landlord to Tenant within thirty (30) days next after the expiration of the term of this Lease or other earlier termination of this Lease, provided Tenant is not in default at the time of such termination. Landlord shall not be required to pay Tenant any interest on said Security Deposit.

20. TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer of Landlord's interest in the Demised Premises, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord with respect to this Lease, provided such obligations and liabilities are assumed in writing by the transferee.

21. ASSIGNMENT OR SUBLEASE.

Tenant shall not assign, sublet or otherwise transfer this Lease or Tenant's interest therein (including, without limitation, to a mortgagee of Tenant's leasehold) without Landlord's prior written consent, which consent may be withheld at Landlord's sole

discretion. Any attempted assignment, subletting or other transfer without such consent shall constitute an Event of Default under this Lease.

In the event Landlord shall consent to any such assignment, transfer and/or subletting of the Demised Premises or any portion thereof, no such assignment, transfer or subletting shall relieve Tenant from the obligations required to be performed by Tenant pursuant to this Lease. If this Lease is assigned or transferred, or if the Demised Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may deem such assignment, transfer or subletting a default hereunder and may, after such default by Tenant, collect Rent from any such assignee, transferee, subtenant or occupant and apply the net amount collected to the amounts due hereunder; however, no such assignment, transfer, subletting, occupancy, or collection of Rent shall be deemed a waiver of this covenant or be deemed to be an acceptance by Landlord of the assignee, transferee, subtenant or occupant as a tenant or be deemed to be a release of Tenant from the further performance by Tenant of all of the covenants and conditions of this Lease.

22. ESTOPPEL CERTIFICATES.

Tenant agrees, at any time and from time to time, upon five (5) days prior written notice from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying: (i) that this Lease constitutes the entire agreement between Landlord and Tenant, is unmodified and is in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification; (ii) the dates to which the Rent and other charges hereunder have been paid; (iii) that all conditions precedent to the Lease taking effect have been carried out; (iv) that Tenant has accepted possession, the Term has commenced. Tenant is occupying the Demised Premises, Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (v) the actual commencement date and the expiration date of this Lease; and (vi) that Tenant's office is open for and doing business.

23. NOTICES.

Any notice under this Lease must be in writing and shall be deemed to be duly given only if delivered personally, sent by nationally recognized overnight courier or mailed by certified mail, return receipt requested. All such notices must be addressed to Tenant at the Demised Premises and to Landlord at the address noted on the first page of this Lease, unless changed and the other party hereto is notified in writing of such change by the changing party.

24. ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY.

(a) This Lease, together with the Exhibits attached hereto, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Lease or in the Exhibits attached hereto.

(b) No provision in this Lease may be amended or added to except by agreement in writing signed by all parties hereto or their respective successors in interest.

(c) If any term or provision of this Lease or the application thereof to any purpose or circumstance shall, to any extent, be adjudged invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25. GRAMMATICAL USAGE; BINDING EFFECT ON SUCCESSORS.

(a) Wherever the context and the facts permit, the words "Landlord" and "Tenant" as well as the use of pronouns in any form wherever they appear in this Lease shall be deemed to include the singular and plural and all genders and shall include any successors in interest to the parties hereto.

(b) This Lease and all of the covenants, terms, conditions, provisions, and undertakings contained herein or in any extension or renewal hereof shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns (if permitted) of the respective parties hereto to the same extent as if each successor and assign were in each case named and expressed as a party to this original Lease.

26. PREVAILING PARTY.

In the event Landlord or Tenant brings any proceeding or legal action to enforce any of the terms of this Lease, the non-prevailing party shall be responsible for the prevailing party's legal and administrative costs including, without limitation, reasonable attorneys' and paralegals' fees through all appeals and post-judgment proceedings.

27. HEADINGS; TABLE OF CONTENTS.

The headings to the various paragraphs of this Lease are inserted only as a matter of convenience and for reference and in no way shall the same in any manner be construed so as to define, limit or describe the scope or intent of this Lease, nor in any way modify, amend or affect in any way the expressed terms and conditions hereof.

28. LIMITATION ON LANDLORD'S LIABILITY.

Notwithstanding anything to the contrary herein, Tenant shall look solely to the interest of Landlord or its successor (as landlord hereunder) in the Demised Premises for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord or such successor, and no other assets of Landlord or such successor (including any beneficial owners, partners, corporations and/or others affiliated or in any way related to Landlord or such successor) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies in any of such events. Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) shall be an action for declaratory judgment and/or specific performance.

29. CONSENTS, APPROVALS.

If Tenant requests Landlord's consent or approval as to any matter requiring Landlord's consent or approval under this Lease, in connection therewith Landlord, as a condition precedent to granting such consent or approval, may, at its sole option, require (in addition to any other requirements of Landlord in connection with such request) that Tenant pay all of Landlord's expenses which arise in connection with the consideration of such request and/or the preparation of any documents pertaining thereto including, without limitation, attorneys' and architects' fees and Tenant shall pay such amount promptly and fully prior to Landlord granting such consent or approval.

30. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. NO BROKER.

Tenant and Landlord hereby warrant and represent each to the other that no broker was involved in negotiating or consummating this Lease and each party hereby indemnifies and holds the other harmless from and against any and all claims for brokerage commissions arising out of any communications or negotiations had by such party with any broker regarding the Demised Premises and/or the consummation of this Lease.

32. GOVERNING LAW; VENUE.

All questions with respect to the construction of this Lease and the rights and liabilities of Landlord and Tenant shall be governed by the laws of the State of Florida. The venue for any and all proceedings which may arise from this Lease shall be Palm Beach County, Florida.

33. HAZARDOUS MATERIALS.

Tenant shall not, without the prior written consent of Landlord (which may be withheld at Landlord's sole discretion), cause or permit, knowingly or unknowingly, any "Hazardous Material" (as hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Demised Premises. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, mold, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901 et seq. Tenant shall indemnify, defend (with counsel approved by Landlord) and hold and its

directors, officers, employees and agents harmless from any and all claims, judgments, damages, penalties, fines, cost, liabilities (including sums paid in settlement of claims) or loss including reasonable attorneys' fees, consultant fees, expert fees, investigation, remediation and restoration costs (consultants and experts to be selected by Landlord) from or in connection with (i) any environmental condition or contamination by Hazardous Materials which results solely from the negligent acts or willful misconduct of Tenant, its officers, employees or agents, or (ii) any liability arising under any environmental laws which results solely from the negligent acts or willful misconduct of Tenant, its officers, employees, or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial or removal work required by any federal, state or local governmental agency or political subdivision because of any environmental conditions, unless the environmental condition is a direct result of the negligent act or willful misconduct of Landlord, its officers, employees, agents or contractors.

34. COUNTERPARTS.

This Lease may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

35. NO RECORDING.

This Lease shall not be recorded by Tenant into the public records of Palm Beach County or elsewhere and any such recordation shall be deemed an event of Default.

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

Signed, sealed and delivered
in the presence of:

LANDLORD:

BANKATLANTIC



Signature
JOAN GARRICK

Print Name


Signature
SYLVIA SAMUELS

Print Name

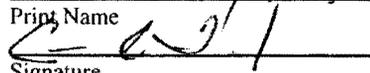
By: 

Name: ACM R LEVAT

Title: Chairman



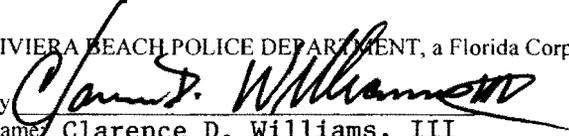
Signature
Michael D. Brown, Mayor

Print Name


Signature
Carrie E. Ward, City Clerk

Print Name

TENANT:

RIVIERA BEACH POLICE DEPARTMENT, a Florida Corporation
By: 

Name: Clarence D. Williams, III

Title: Chief of Police

RESOLUTION NO. 173-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 13506 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH CERES ENVIRONMENT SERVICES, INC., OF BONIFAY, FLORIDA AND RAS CONSTRUCTION, OF MIAMI, FLORIDA TO PROVIDE DEBRIS MANAGEMENT AND REMOVAL SERVICES ON AN AS-NEEDED BASIS, FOR FUTURE DISASTERS IN RIVIERA BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach experienced three (3) hurricanes between fiscal year 2004 and 2005 that totaled an estimated \$2,035,100.00. In accordance with the provisions of the City's Procurement Ordinance (2412) and FEMA Manual 235, an invitation to bid was publicly solicited to provide debris management and removal services on an as-needed basis, for future disasters in Riviera Beach, Florida; and

WHEREAS, the City has determined that Ceres Environment Services, Inc., of Bonifay, Florida and RAS Investment d/b/a RAS Construction of Miami, Florida are respectively the lowest and second lowest responsive and responsible bidders satisfying the qualifications, terms and conditions of the bid.

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

SECTION 1. The City Council hereby accepts the bid and awards a service contract to Ceres Environment Services, Inc. of Bonifay, Florida and RAS Construction of Miami, Florida for debris management and removal services on an as-needed basis, for future disasters in Riviera Beach, Florida; and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The Mayor and Finance Director are authorized to make payment from the appropriate accounts.

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

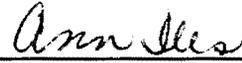
RESOLUTION NO. 173-06
PAGE 3.

PASSED AND APPROVED this 15TH day of NOVEMBER 2006

APPROVED:



MICHAEL D. BROWN
MAYOR

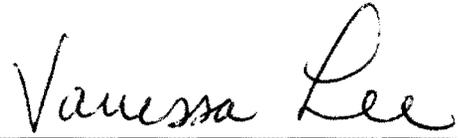


ANN ILES
CHAIRPERSON

ATTEST:



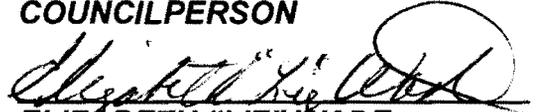
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



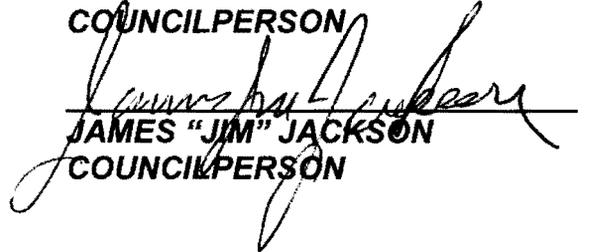
VANESSA LEE
CHAIR PRO-TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

A. ILES AYE

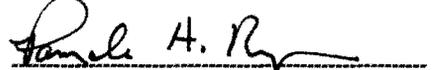
V. LEE AYE

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/06

RESOLUTION NO. 174-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 11906 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SERVICE CONTRACT WITH RICH CHACE, INC., OF FORT LAUDERDALE, FLORIDA TO PROVIDE PAINTING SERVICES AT VARIOUS CITY OF RIVIERA BEACH GOVERNMENT FACILITIES/SITES IN AND AROUND RIVIERA BEACH, FLORIDA ON AN AS-NEEDED BASIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), invitations to bid were publicly solicited to provide painting services at various City of Riviera Beach government facilities/sites in and around Riviera Beach, Florida; and

WHEREAS, the maintenance, and improvement of the city buildings and structures are a priority for the City Council; and

WHEREAS, departments have budgeted funds for improvements and painting services.

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

SECTION 1. The City Council hereby accepts the bid and awards a Service Contract to Rich Chace, Inc., of Fort Lauderdale, Florida, who was the only firm to respond to the bid solicitation for painting services at various City of Riviera Beach government facilities/sites in and around Riviera Beach, Florida; and authorizes the Mayor and City Clerk to execute same.

SECTION 2. The City Council authorizes the use and appropriation of Capital Funds for painting services.

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

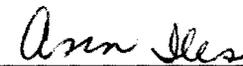
RESOLUTION NO. 174-06
PAGE 2.

PASSED AND APPROVED this 15TH day of NOVEMBER 2006

APPROVED:



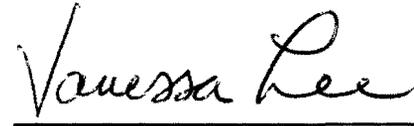
MICHAEL D. BROWN
MAYOR



ANN ILES
CHAIRPERSON

ATTEST:

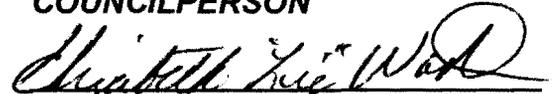

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

A. ILES AYE

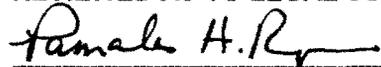
V. LEE AYE

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/8/06

RESOLUTION NO. 175-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF SEVEN (7) VEHICLES FOR THE CITY'S POLICE DEPARTMENT FROM DUVAL FORD OF JACKSONVILLE, FLORIDA THROUGH FLORIDA SHERIFF'S BID #06-14-0821; AUTHORIZING THE FINANCE DIRECTOR TO PAY \$140,314.00 TO DUVAL FORD FROM MOTOR VEHICLE ACCOUNT NUMBER 001-0822-521-0-6451; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase seven (7) vehicles, as approved in the 2007 General Fund Operating Budget, from Duval Ford, through Florida Sheriff's Bid No. 06-14-0821, to be used by various divisions within the Police Department; and

WHEREAS, the City wishes to purchase the following vehicles:

Vehicle Description	Qty.	Cost	Division
2007 Crown Victoria – Pursuit Pkg.	2	49,044.00	Patrol Division
2007 Ford F150 - 4X4	1	24,710.00	Beach Patrol
2007 Ford F150 – 4X2	2	24,134.00	Code Enforcement
2007 Ford Crown Victoria–Admin Pkg.	2	42,426.00	Patrol Division
Total Item/Project Cost:		\$140,314.00	

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

SECTION 1: The City Council approves the purchase of seven (7) vehicles, from Duval Ford, through Florida Sheriff's Bid No. 04-12-0823RO, to be used by the City's Police Department.

SECTION 2: The City Council authorizes the Finance Director to make payment in the amount of \$140,314.00 to Duval Ford of Jacksonville, Florida, from Motor Vehicle Account Number 001-0822-521-6451.

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

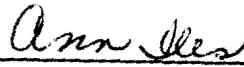
PASSED and APPROVED this 15TH day of NOVEMBER, 2006.

RESOLUTION NO. 175-06
PAGE 2

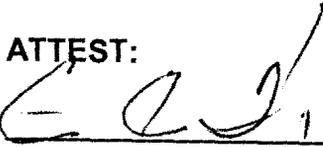
APPROVED:



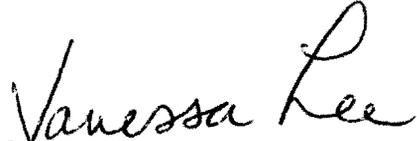
MICHAEL D. BROWN
MAYOR



ANN ILES
CHAIRPERSON

ATTEST:


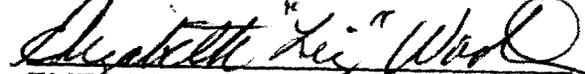
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



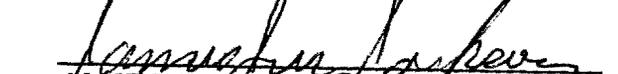
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

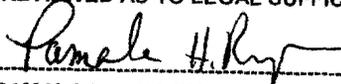
V. LEE: AYE

E. WADE: AYE

A. ILES: AYE

N. DUNCOMBE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/06

RESOLUTION NO.: 176-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND APPROVING THE PROPOSAL FOR A CAMPUS SPACE UTILIZATION AND REUSE EVALUATION AS SUBMITTED BY THE CIVIL ENGINEERING FIRM OF JORDAN, JONES & GOULDING INC. IN THE AMOUNT OF \$73,029.00; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF THE ORIGINAL PROPOSAL; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 310-0203-519-0-6251; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Staff has previously indicated to Council that a Space Reuse Assessment is needed to identify current and future public safety, administrative and general public facility needs and to provide a comprehensive strategy for implementing the development of appropriate new facilities and for improvements to the existing municipal campus; and

WHEREAS, The City's Civil Engineer of Record, Jordan, Jones & Goulding, has submitted a proposal to perform the required work; and

WHEREAS, The City requires this type of analysis in order to: 1) Provide options for the City Council's consideration for new construction, renovations and improvements for the municipal campus; 2) Provide for staff input; 3) Provide for reliable cost estimates for the required work; and 4) To establish an action plan for the timing and implementation of new construction and improvements for the municipal campus; and

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

SECTION 1. That the proposal for the Campus Space Utilization and Reuse Assessment is hereby approved.

SECTION 2. That the Interim Finance Director is authorized to make payment in the amount of \$73,029.00 from Account No. 310-0203-519-0-6251.

SECTION 3. That the City Manager is authorized to approve change orders in an amount not to exceed 10% of the original proposal.

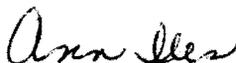
SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 15TH day of November 2006.

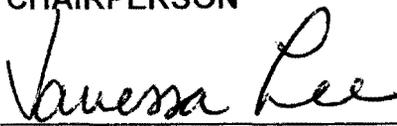
APPROVED:



MICHAEL D. BROWN,
MAYOR



ANN ILES
CHAIRPERSON

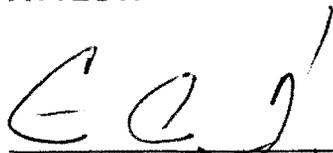


VANESSA LEE
CHAIRPERSON PRO TEM

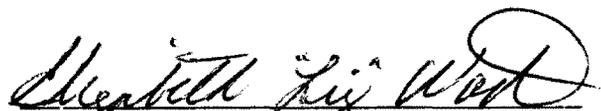


NORMA DUNCOMBE
COUNCILPERSON

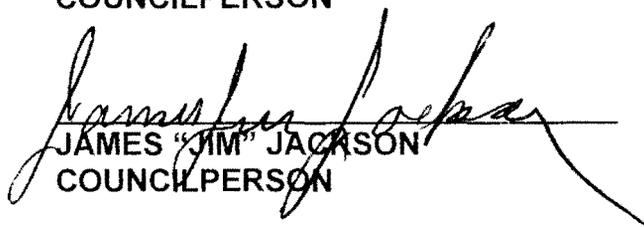
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: N. DUNCOMBE

A. ILES AYE

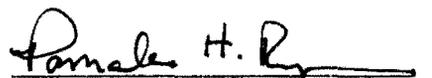
V. LEE OUT

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/11/06

RESOLUTION NO. 177-06

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 THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY FOR A YOUTH VIOLENCE PREVENTION PROJECT IN THE AMOUNT OF \$656,638 WITH REQUIRED MATCHING FUNDS FROM THE CITY IN THE AMOUNTS OF \$500,000 IN CASH AND \$82,616 IN IN-KIND SERVICES; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Council of Palm Beach County had a Request for Partnership Application for Youth Violence Prevention Project; and

WHEREAS, the City of Riviera Beach has a targeted area that meets the requirements of Youth Violence Prevention Project; and

WHEREAS, the City of Riviera Beach's staff submitted an application for the Youth Violence Prevention Project; and

WHEREAS, the City has been awarded grant funds in the amount of \$656,638 with required matching funds from the City in the amount of \$500,000 in cash and \$82,616 in in-kind services; and

WHEREAS, the Capital Funds Budget has funds available that can be used as cash matching funds and the Lindsey Davis Community Center will be used as the in-kind services match for the Youth Violence Prevention Project.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for a Youth Violence Prevention Project.

SECTION 2. The Interim Finance Director is authorized to set up a budget for the same as follows:

REVENUE:		
Youth Violence Prevention Project	151-00-337200	\$656,638.00
EXPENDITURES:		
Salary	151-0202-512-1-1201	\$236,030.00
FICA/Medicare	151-0202-512-1-1401	\$ 18,563.00
Retirement	151-0202-512-1-1402	\$ 60,372.00
Health/Dental Insurance	151-0202-512-1-1403	\$ 47,103.00
FL Unemployment	151-0202-512-1-1406	\$ 330.00
Worker's Compensation	151-0202-512-1-1405	\$ 23,331.00
Travel	151-0202-512-1-4001	\$ 16,060.00
Building Rental	151-0202-512-1-4402	\$103,500.00
Telephones	151-0202-512-1-4101	\$ 4,320.00
Supplies	151-0202-512-1-5201	\$ 3,000.00
Contracts	151-0202-512-1-3101	\$ 98,200.00
Equipment	151-0202-512-1-5250	\$ 45,829.00
TOTAL		\$656,638.00

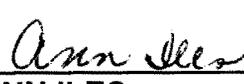
SECTION 3. This Resolution shall take effect immediately upon its approval.

PASSED AND APPROVED THIS 15TH DAY OF NOVEMBER, 2006

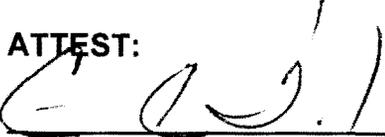
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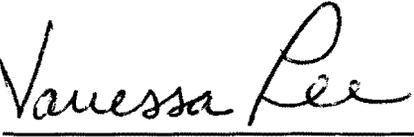
APPROVED:


MICHAEL D. BROWN
MAYOR


ANN ILES
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


ELIZABETH "LIZ" WADE
COUNCILPERSON


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: N. DUNCOMBE

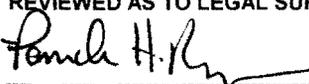
A. ILES: AYE

V. LEE: AYE

E. WADE: AYE

N. DUNCOMBE: AYE

J. JACKSON NAY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/9/06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS RECREATION ASSISTANCE PROGRAM (RAP) FUNDS IN THE AMOUNT OF \$5,000 FOR COSTS ASSOCIATED WITH THE 2006 ANNUAL BACK TO SCHOOL SUPPLY GIVE-A-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Palm Beach County Board of County Commissioners through their Recreation Assistance Program (RAP) has the authority to offer funds to assist agencies with public events; and

WHEREAS, the City of Riviera Beach Civil Drug Court has been awarded funds in the amount of \$5,000 for costs associated with the annual Back To School Give-A-Way; and

WHEREAS, these funds will be used to cover costs of refreshments and school supplies, associated with the two events; and

WHEREAS, the City of Riviera Beach Civil Drug Court has successfully conducted the events and provided school supplies to more than 500 Palm Beach County students.

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 acceptance of (RAP) funds in the amount of \$5,000.

SECTION 2: That the Finance Director set up the budget in the donation account 130-0036-6925 in the amount of \$5,000.

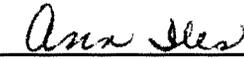
SECTION 3: That the Mayor and City Clerk are authorized to execute the reimbursement Agreement, attached hereto.

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

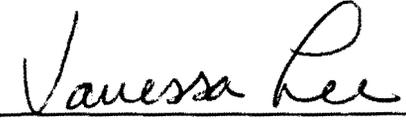
PASSED AND APPROVED THIS 15th day of November, 2006.

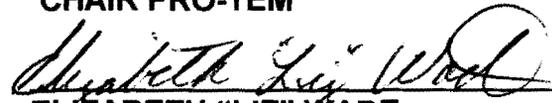
APPROVED:


MICHAEL D. BROWN, MAYOR


ANN ILES,
CHAIRPERSON

(MUNICIPAL SEAL)

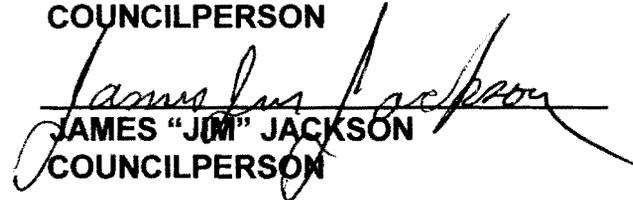

VANESSA LEE
CHAIR PRO-TEM


ELIZABETH "LIZ" WADE
COUNCILPERSON


NORMA DUNCOMBE
COUNCILPERSON

ATTEST:

CARRIE E. WARD, ~~CMC/AAE~~ MMC
CITY CLERK


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

A. ILES: AYE

V. LEE: AYE

E. WADE: AYE

N. DUNCOMBE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA A. RYAN, CITY ATTORNEY

DATE: 11/8/06

RESOLUTION NO. 179-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, STATING AFFIRMATIVELY THAT THE CITY SHALL USE THE POWER OF EMINENT DOMAIN ONLY FOR THOSE PURPOSES SET OUT IN STATE LAW AS AMENDED FROM TIME TO TIME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 10, 2006, the City Council entered into an agreement with Viking Inlet Harbor Properties, LLC ("Viking"), which set forth specific terms for moving forward with the Inlet Harbor Properties' project for the acquisition of certain parcels including the use of eminent domain, if necessary; and

WHEREAS, the City, Community Redevelopment Agency ("CRA"), and Viking were to continue working on a development and disposition agreement embodying more complete terms which were to be approved within thirty days of the above referenced agreement; and

WHEREAS, the parties, to date, have not completed a development and disposition agreement and there has been no movement by the parties toward using eminent domain; and

WHEREAS, on May 11, 2006, Governor Bush signed into law legislation which restricted the use of eminent domain in community redevelopment areas; and

WHEREAS, since then, CRA and City board members have informally stated that they do not intend to use eminent domain in violation of the new legislation; and

WHEREAS, the City Council deems it in the best interest of the City and its residents to formally and affirmatively state that it shall use the power of eminent domain only for those purposes set out in state law.

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 affirmatively states that it shall use the power of eminent domain only for those purposes set out in section 73.013, Florida Statutes (2006), et seq., as amended from time to time.

RESOLUTION NO. 179-06
PAGE 2

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

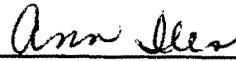
PASSED and APPROVED this 15th day of November, 2006.

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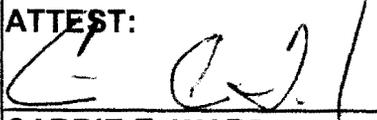
APPROVED:



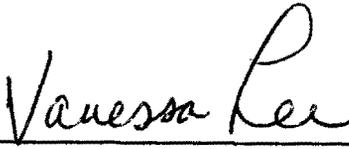
MICHAEL D. BROWN
MAYOR


ANN ILES
CHAIRPERSON

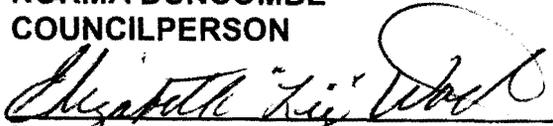
ATTEST:

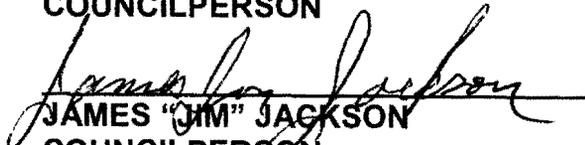


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

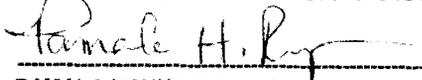
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/06