

RESOLUTION NO. 177-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$30,000 FROM THE GENERAL FUND (001) TO THE HOUSING TRUST FUND (609) AND AMEND THE HOUSING TRUST FUND BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has developed a non-CRA redevelopment strategy; and

WHEREAS, the sale of approximately 35 acres of City owned property on Congress Avenue south of Blue Heron Boulevard for residential development is component of the non-CRA redevelopment strategy; and

WHEREAS, the City Council approved the sale of the property to Marsh Harbour Associates; and

WHEREAS, the purchase and sale agreement with Marsh Harbour Associates provided for an extension on the closing up to thirty-one (31) days at a cost of \$1,000.00 a day; and

WHEREAS, Marsh Harbour has exercised the option for 30 days and provided \$30,000.00 as required by the agreement.

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

SECTION 1. That the finance director is authorized to transfer the \$30,000 Marsh Harbour extension deposited in the General Fund (001) to the Housing Trust Fund (609).

SECTION 2. That the finance director is authorized to amend the budget in the Housing Trust fund as follows:

Revenue		
609-00-381001	Transfer from General Fund	\$30,000
Expenditures		
609-0717-559-0-3106	Transfer to Housing Trust Fund	\$30,000

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

PASSED AND APPROVED THIS 26TH DAY OF AUGUST, 2004.

RESOLUTION NO. 177-04

-2-

APPROVED:

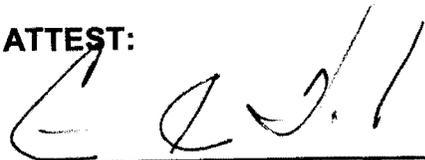


MICHAEL D. BROWN
MAYOR

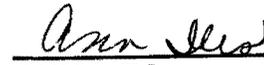
absent

DAVID G. SCHNYER
CHAIRPERSON

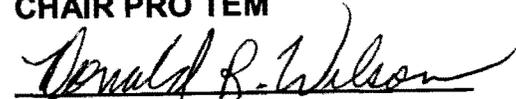
ATTEST:



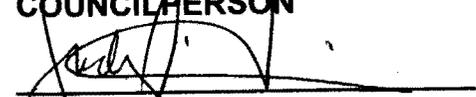
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: absent

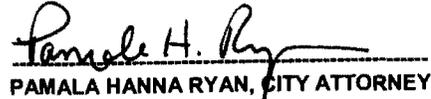
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/26/04

[PDW:dpm.081204/082304/082504]

RESOLUTION NO. 178-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE IMPLEMENTATION OF A COMPREHENSIVE INFILL HOUSING REDEVELOPMENT STRATEGY FOR THE CITY INCLUDING ACQUISITIONS OF VACANT LOTS BY THE CITY AND THROUGH NON-PROFITS, A FAÇADE PROGRAM TO SUPPORT EXISTING HOUSING, INFRASTRUCTURE IMPROVEMENTS, OFFERING HOUSING AT PRICE POINTS FROM \$95,000 TO \$150,000, NEGOTIATIONS AND SUBMITTAL OF GRANT APPLICATIONS TO PALM BEACH COUNTY OFFICIALS, AN INTERIM BUDGET OF \$600,000 WITH \$200,000 FROM THE SALE OF CITY OWNED PROPERTY ON CONGRESS AVENUE AND \$400,000; THE CONCEPTUAL APPROVAL OF THE CITY'S PARTNERSHIP WITH THE COMMUNITY FINANCING CONSORTIUM, LOCAL INITIATIVE SUPPORT CORPORATION, RIVIERA BEACH NORTHWEST COMMUNITY DEVELOPMENT CORPORATION, JAY'S MINISTRIES, HABITAT FOR HUMANITY AND OTHERS AS APPROPRIATE; AND PROVIDING AN EFFECTIVE DATE.

APPROVED AUGUST 26, 2004.

CHANGES TO RESOLUTION HAVE NOT BEEN MADE BY RESPONSIBLE DEPARTMENT



[REDACTED]

RESOLUTION NO. 180-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR PROFESSIONAL AUDIT SERVICES TO NOWLEN, HOLT, & MINER, P.A. FOR AN AMOUNT NOT TO EXCEED \$276,000 FOR FISCAL YEARS 2004-2008 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is required by State law to have an audit conducted on an annual basis by an independent certified public accountant; and

WHEREAS, the City generated Request for Proposal Number 09104 for these auditing services; and

WHEREAS, proposals were received from seven accounting firms and subsequently reviewed by a committee appointed to select the most qualified company to conduct the audit; and

WHEREAS, Nowlen, Holt, & Miner was selected to perform the audit through September 30, 2008; and

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

SECTION 1. That the City Council awards the contract for professional audit services to Nowlen, Holt & Miner, P.A. to perform the annual audit for an amount not to exceed \$276,000 for fiscal years 2004-2008.

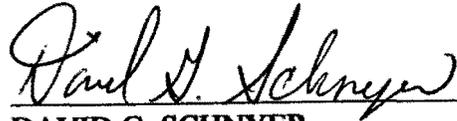
SECTION 2. That the Mayor and City Clerk are authorized to execute the contract.

SECTION 3. That a copy of said contract and any attachments is attached hereto and made a part thereof.

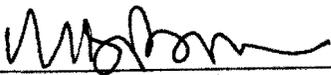
SECTION 4. This resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 15 day of September 2004.

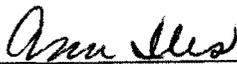
APPROVED:



DAVID G. SCHNYER
CHAIRPERSON

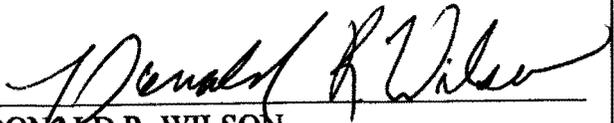


MICHAEL D. BROWN
MAYOR



ANN ILES
CHAIR PRO-TEM

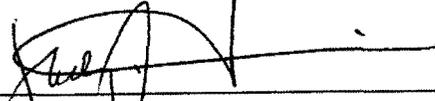
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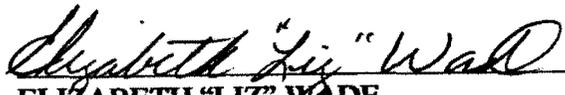
DONALD R. WILSON
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON

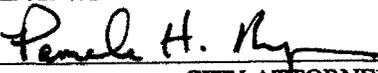


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. Wilson
SECONDED BY: J. Davis

D. SCHNYER aye
A. ILES aye
D. WILSON aye
J. DAVIS aye
E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/8/04

RESOLUTION NO. 181-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN WORKFORCE ALLIANCE PROGRAM AND THE CITY OF RIVIERA BEACH TO ASSIST THE COMMUNITY WITH HURRICANE RELIEF EFFORT; FOR A SIX MONTH PERIOD AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach wishes to participate in the Workforce Alliance Program for six months; and

WHEREAS, this Workforce Alliance mission is to temporarily employ individuals to perform tasks related to clean-up, restoration and humanitarian services due to Hurricane Frances; and

WHEREAS, Workforce Alliance participants may work 1,040 hours or earn \$12,000 whichever comes first; and

WHEREAS, the participants of the Workforce Alliance Program will receive their salary and other benefits directly through the Program which is administered by Palm Beach County, and

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between Workforce Alliance and the City of Riviera Beach for implementation of a community service employment program.

SECTION 2. A copy of said Agreement is attached hereto and made a part of the Resolution.

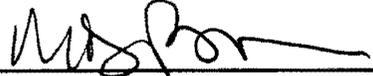
SECTION 3. This Resolution shall take effect upon its passage and adoption.

RESOLUTION NO. 181-04

PAGE - 2 -

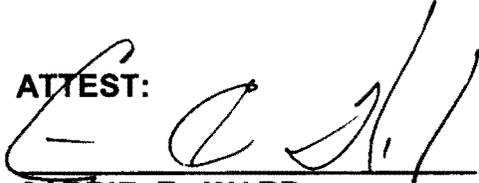
PASSED AND ADOPTED this 15 day of September 2004.

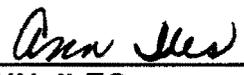
APPROVED:

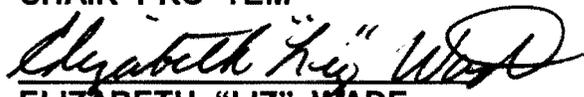

MICHAEL D. BROWN
MAYOR

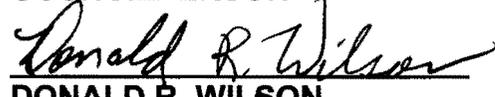

DAVID G. SCHNYER
CHAIRPERSON

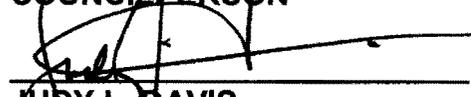
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


ELIZABETH "LIZ" WADE
COUNCILPERSON


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: A. Iles

D. SCHNYER: aye

A. ILES: aye

E. WADE: aye

D. WILSON: aye

J. DAVIS: aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 182-04

**MAYOR'S DECLARATION
OF STATE OF LOCAL EMERGENCY**

WHEREAS, safeguarding the life and property of the citizens of the City of Riviera Beach is an innate responsibility of the Mayor and City Council; and

WHEREAS, section 252.38(3)(e), Florida Statutes (2002), grants the City of Riviera Beach the authority and power to request State assistance or invoke emergency-related mutual aid assistance by declaring a state of local emergency in the event of an emergency affecting the City of Riviera Beach; and

WHEREAS, section 252.38(3)(e), Florida Statutes (2002), further empowers the City of Riviera Beach to waive the procedures and formalities otherwise required of a political subdivision by law pertaining to a number of actions that can be taken to ensure the health, safety, and welfare of the community, in accordance with the authority set forth therein; and

WHEREAS, the City's Charter authorizes the Mayor, in a time of public danger and emergency, with the consent of the City Council, to take command of the police, maintain order, and enforce the laws of the City; and

WHEREAS, Hurricane Jeanne has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of the City of Riviera Beach, Florida.

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

SECTION 1. That the foregoing recitals are hereby affirmed and ratified.

SECTION 2. That a state of local emergency is hereby declared effective on the afternoon of September 24, 2004, and that such declaration shall remain in full force and effect for a period of seven (7) days unless extended or sooner rescinded by the Governor of the State of Florida or the City Council.

SECTION 3. That the procedures and formalities otherwise required by ordinance pertaining to actions that can be taken to ensure the health, safety, and welfare of the community (e.g., entering into contracts, incurring obligations, expenditure of public funds, utilization of volunteer workers, employment of temporary employees, etc.) are hereby waived.

SECTION 4. That emergency laws such as those relating to price gouging, emergency repair of buildings, and the like, are effective immediately.

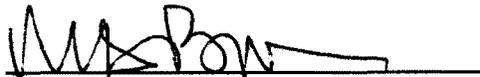
SECTION 5. That the City Manager and/or Police Chief is empowered and authorized to impose curfews and compel evacuation of all or part of the population from stricken or threatened areas within the City, if such action is deemed necessary by the

Mayor to reduce the vulnerability of residents to damage, injury, and loss of life and property resulting from the imminent threat of Hurricane Jeanne.

SECTION 6. That the formalities of a City Council meeting are hereby waived, and the Mayor is authorized pursuant to the Charter and the City's Emergency Preparedness Plan to execute this resolution on behalf of the City Council of the City of Riviera Beach, said resolution to be ratified by the City Council at a subsequent special meeting or at the next regular City Council meeting.

THE MAYOR THEREUPON DECLARED THE RESOLUTION DULY PASSED AND APPROVED this 24th day of September, 2004.

APPROVED:



MICHAEL D. BROWN,
MAYOR

REVIEWED AS TO FORM AND
LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

**PROCLAMATION BY THE MAYOR,
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA
ORDER OF CURFEW**

I, Michael D. Brown, Mayor of the City of Riviera Beach, Palm Beach County, Florida, in accordance with the powers invested in me in Article II, Section 19, of the City of Riviera Beach Charter and pursuant to the consent granted to me by the Riviera Beach City Council in accordance with the provisions of Article II, Section 19, of the Charter granting to me in times of public danger or emergency, with the consent of the Riviera Beach City Council, the power to maintain order and enforce laws, do hereby declare a Citywide curfew to be in effect for the residents of the City of Riviera Beach and for visitors to the City of Riviera Beach. I, therefore, do hereby proclaim that the following necessary measures be undertaken immediately to suppress the threat to the public peace which now exists in the City of Riviera Beach.

1. A curfew from the hours of 8:00 p.m. to 6:00 a.m., for the Barrier Islands, and 10:00 p.m. to 6:00 a.m. for the Mainland, is hereby declared in the Incorporated City of Riviera Beach, Palm Beach County, Florida, to be in effect beginning September 25, 2004, with such curfew continuing in effect for as long as the Mayor deems it necessary or until the expiration of the Declaration of a State of Local Emergency, dated September 24, 2004, whichever occurs first.
 - a) All persons residing in the curfew areas are commanded to remain in their homes and on their property during the hours of the curfew. Residents desiring to evacuate the curfew area may be escorted out at their request. No person shall enter the curfew area during curfew hours except upon authorization from the Riviera Beach Police Department.
 - b) No person shall enter the curfew area except through checkpoints established at locations to be determined by the Riviera Beach Police Department.
2. In addition, the Order of Curfew also **Prohibits the Sale and/or Distribution of Alcohol as well as the Sale and/or Display of Firearms**. This prohibition shall

continue in effect for as long as the Mayor deems it necessary or until the expiration of the Declaration of a State of Local Emergency, dated September 24, 2004, whichever occurs first.

- a) No person within the Incorporated areas of the City of Riviera Beach shall sell or deliver any weapons or firearms, ammunition or explosives to any other person within the Incorporated areas of the City of Riviera Beach, except to law enforcement personnel or military personnel acting in the official performance of duty.
- b) No person shall intentionally display in any store or shop any gun, firearm or ammunition.
- c) No person, except a duly authorized law enforcement officer or military personnel acting in the official performance of duty, shall intentionally possess a firearm in any public place.
- d) All persons having weapons or firearms, ammunition or explosives in their possession shall take all necessary steps to secure and safeguard said items.
- e) No person within the Incorporated areas of the City of Riviera Beach shall sell or deliver any alcoholic beverage to any other person within the Incorporated areas of the City of Riviera Beach.
- f) No person shall have in his or her possession in any public place any portable container containing any alcoholic beverage.

Done at Riviera Beach, Palm Beach Florida, this 25th day of September, 2004.



Michael D. Brown, Mayor

RESOLUTION NO. 183-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING \$231,358 OF GENERAL FUND, FUND BALANCE TO COVER THE INCREASED PENSION REQUIREMENTS FOR THE FIRE EMPLOYEES PENSION CONTRIBUTION FOR PLAN YEAR 2003-04, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual Actuarial Valuation Report is required to set forth required contribution levels, to disclose plan assets and actuarial liabilities, to comment on funding progress and to provide supporting information regarding the operation of the Plan; and

WHEREAS, the Actuarial report was recently received which reflected increased costs due to the market down turn and low interest rates; and

WHEREAS, it is now time to make the payment to the plan and funds have to be appropriated to cover the additional costs.

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 appropriating \$231,358 of General Fund, Fund Balance as follows:

Fund Balance	001-00-399999	\$231,358
Fire Employees Retirement Contributions	001-0920522-0-1402	\$231,358

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

PASSED AND APPROVED this 29 day of September 2004.

RESOLUTION NO. 183-04
PAGE 2

APPROVED:

[Signature]

MICHAEL D. BROWN
MAYOR

[Signature]

DAVID G. SCHNYER
CHAIRPERSON

ATTEST:

[Signature]

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]

ANN ILES
CHAIR PRO TEM

[Signature]

DONALD R. WILSON
COUNCILPERSON

[Signature]

JUDY L. DAVIS
COUNCILPERSON

Absent

ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Wilson

D. SCHNYER: Aye

A. ILES: Aye

D. WILSON: Aye

J. DAVIS: Aye

E. WADE: Absent

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/27/04

RESOLUTION NO. 184-04

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA,
APPROPRIATING \$80,000 OF GENERAL
FUND BALANCE AND TRANSFERRING
SAID FUNDS TO THE MAJOR DISASTER
FUND FOR AUGUST 7, 2003 TORNADO
RELATED EXPENDITURES AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Riviera Beach incurred certain expenses related to the August 7, 2003 tornado; and

WHEREAS, the City Charter states that the City shall appropriate one and one-half per centum to the Major Disaster Fund until such time as the total amount in the fund has reached \$250,000; and

WHEREAS, funds need to be appropriated in the General Fund and transferred for this expense.

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

SECTION 1. That the Finance Director is authorized to appropriate fund balance in the General Fund in the amount of \$80,000 and transfer said funds to the Major Disaster Fund.

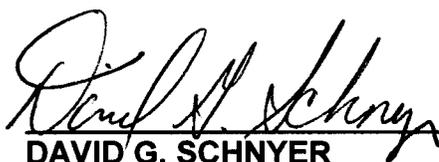
SECTION 2. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 29 day of September, 2004.

RESOLUTION NO. 184-04
PAGE 2

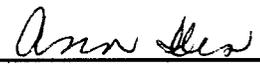
APPROVED:

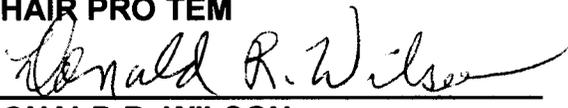

MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

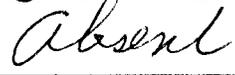
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

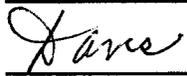

ANN ILES
CHAIR PRO TEM


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

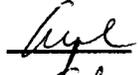
MOTIONED BY: 

SECONDED BY: 

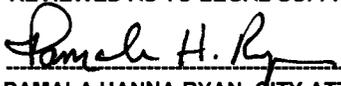
D. SCHNYER: 

A. ILES: 

D. WILSON: 

J. DAVIS: 

E. WADE: 

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/27/04

RESOLUTION NO. 185-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY PROVIDING FOR THE CONSOLIDATION OF PRIOR LOANS IN THE AMOUNT OF \$618,000 WITH THE NEWLY APPROVED LOAN IN THE AMOUNT OF \$600,000; PROVIDING FOR REPAYMENT OF SAME; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach approved resolution number 33-02 providing for a loan to the Riviera Beach Community Redevelopment Agency in the amount of \$168,000 and consolidated it to prior loan balances bringing the total outstanding balance to \$1,018,000; and

WHEREAS, the Riviera Beach Community Redevelopment Agency made payments of \$200,000 each in July 2002 and October 2003; and

WHEREAS, the City Council approved resolution number 176-04 providing additional financial assistance in the amount of \$600,000 in order to fund activities including operations, planning and other related CRA activities; and

WHEREAS, the City Council is desirous of consolidating the new loan with the prior outstanding balance of \$618,000, bringing the consolidated loan total to \$1,218,000.

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

SECTION 1. That the City Council approves the agreement with the Community Redevelopment Agency providing for the consolidated loans in the amount of \$1,218,000.

SECTION 2. The Community Redevelopment Agency will repay the loan in its entirety in the amount of \$1,218,000 as outlined in the attached agreement.

RESOLUTION NO. 185-04
PAGE 2

SECTION 3. That the City Council authorizes the Mayor and City Clerk to execute the agreement on behalf of the City.

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

PASSED and APPROVED this 29 day of September, 2004.

RESOLUTION NO. 185-04
PAGE 3

APPROVED:

Michael D. Brown

MICHAEL D. BROWN
MAYOR

David G. Schnyer

DAVID G. SCHNYER
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Ann Iles

ANN ILES
CHAIR PRO TEM

Donald R. Wilson

DONALD R. WILSON
COUNCILPERSON

Judy L. Davis

JUDY L. DAVIS
COUNCILPERSON

Elizabeth "Liz" Wade

ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY:

Nelson

SECONDED BY:

Davis

D. SCHNYER:

out

A. ILES:

aye

D. WILSON:

aye

J. DAVIS:

aye

E. WADE:

absent

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/29/04

RESOLUTION NO. 186-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RATIFYING THE MAYOR'S ACTIONS DURING HURRICANES FRANCES AND JEANNE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safeguarding the life and property of the citizens of the City of Riviera Beach is an innate responsibility of the Mayor and City Council; and

WHEREAS, section 252.38(3)(e), Florida Statutes (2002), grants the City of Riviera Beach the authority and power to request State assistance or invoke emergency-related mutual aid assistance by declaring a state of local emergency in the event of an emergency affecting the City of Riviera Beach; and

WHEREAS, section 252.38(3)(e), Florida Statutes (2002), further empowers the City of Riviera Beach to waive the procedures and formalities otherwise required of a political subdivision by law pertaining to a number of actions that can be taken to ensure the health, safety, and welfare of the community, in accordance with the authority set forth therein; and

WHEREAS, the City's Charter authorizes the Mayor, with the approval of the City Council, in a time of public danger and emergency, to take command of police, maintain order and enforce the laws of the City; and

WHEREAS, the City Council granted the Mayor, on September 1, 2004, per resolution 170-04, the authority to declare a state of local emergency as it related to Hurricane Frances and to take whatever actions he deemed in the best interests of the residents of the City; and

WHEREAS, on September 2, 2004, the Mayor declared a state of local emergency, which stated that such declaration should remain in full force and effect for a period of seven days unless extended or sooner rescinded by the Governor of the State of Florida or the City Council; and

WHEREAS, the lingering effects of Hurricane Frances, including massive power outages, necessitated that the Mayor verbally extend the state of local emergency beyond the seven days to September 13, 2004, because the City Council did not meet prior to that date; and

WHEREAS, on September 24, 2004, the Mayor had to declare a second state of local emergency because Hurricane Jeanne posed a significant, imminent, and dangerous threat to the citizens of Riviera Beach; said declaration to be ratified by City Council at a subsequent special meeting or at the next regular meeting of City Council meeting.

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 foregoing recitals are true and hereby incorporated herein.

SECTION 2. That the City Council hereby ratifies the Mayor's decision extending the state of local emergency during Hurricane Frances and confirms all actions taken by the Mayor thereafter.

SECTION 3. That the City Council hereby ratifies the "Mayor's Declaration of State of Local Emergency" imposed during Hurricane Jeanne, and confirms and approves all actions taken by the Mayor on September 24, 2004, and thereafter.

SECTION 4. That copies of the relevant declarations are attached hereto.

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

[The remainder of this page intentionally left blank; signatures on following page]

RESOLUTION NO. 186-04
PAGE -3-

PASSED and APPROVED this 29 DAY OF SEPTEMBER, 2004.

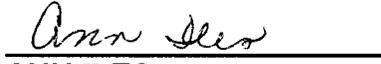
APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

Attest:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


DONALD R. WILSON
COUNCILPERSON

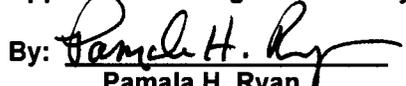

JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

Motioned by: Iles
Seconded by: Wilson

D. SCHNYER Aye
A. ILES Aye
D. WILSON Aye
J DAVIS Aye
E. WADE Absent

PHR: 9/29/04

Approved as to legal sufficiency
By: 
Pamala H. Ryan
City Attorney
Date: 9/29/04

RESOLUTION NO. 188-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY CHAZ EQUIPMENT COMPANY, INC. FOR INSTALLING DRAINAGE PIPES ON AVENUE P AT AN ESTIMATED COST OF \$469,760.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 3, 2003, the City Council approved an agreement with the Florida Department of Community Affairs for receiving \$77,000.00 Unmet Needs funds for upgrading the existing drainage pipes on Avenue P between West 28th Street and West 34th Street; and

WHEREAS, The Agreement requires that the improvement be completed by December 31, 2004; and

WHEREAS, Chaz Equipment Company, Inc. is willing to perform this work for unit prices similar to those under its contract with the City of Palm Beach Gardens, dated May 6, 2004.

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

SECTION 1. The proposal submitted by Chaz Equipment Company, Inc. is hereby accepted for \$ 469,760.00.

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

SECTION 3. The Finance Director is authorized to make payment for same from account number 301-0716-5410-5302.

SECTION 4. The City Manager is authorized to approve change orders in the amount not to exceed 10% of the contract price.

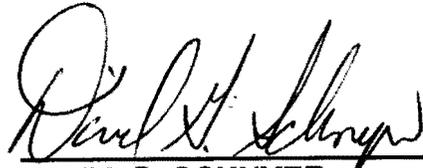
SECTION 5. This resolution shall take affect upon its approval by the City Council.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2004.

RESOLUTION NO. 188-04

PAGE 2

APPROVED:



DAVID G. SCHNYER,
CHAIRPERSON

ABSENT

MICHAEL D. BROWN
MAYOR

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



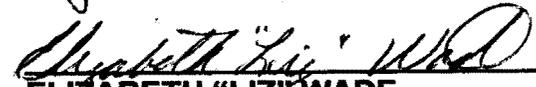
ANN ILES,
CHAIR PRO TEM



DONALD R. WILSON,
COUNCILPERSON



JUDY L. DAVIS,
COUNCILPERSON



ELIZABETH "LIZ" WADE,
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: J. Davis

D. SCHNYER: aye

A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/29/04

RESOLUTION NO. 189-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE STAFF TO SUBMIT A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT APPLICATION FOR FUNDING IN THE AMOUNT OF \$200,000 WITH A REQUIRED MATCH OF \$200,000 FOR THE DAN CALLOWAY RECREATION COMPLEX – PHASE II AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection, Division of Recreation and Parks, Florida Recreation Development Assistance Program (FRDAP) has a grant program; and

WHEREAS, the grant program will fund requests for assistance to acquire or develop land for public outdoor recreation purposes; and

WHEREAS, the City of Riviera Beach is desirous of submitting a grant application for funding in the amount of \$200,000 with a required match of \$200,000 for the Dan Calloway Recreation Complex – Phase II.

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

SECTION 1. The staff is authorized to submit the FRDAP grant application in the amount of \$200,000 with a required match of \$200,000.

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

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RESOLUTION NO. 190-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION IS \$6,000 PER MONTH FOR TWELVE MONTHS; THE SAME TO BE PAID FROM CONTRACT SERVICES, ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcalde & Fay, Ltd. has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of Alcalde & Fay, Ltd. to assist the CITY with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government; and

WHEREAS, although the present terms of the contract commence April 5, 2004 to April 5, 2005, it is necessary to change the terms of the contract to commence October 1, 2004 to September 30, 2005 in order to establish a fiscal year reporting.

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 Mayor and City Clerk to execute an Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

Section 2. That compensation is \$6,000 per month for twelve months commencing October 1, 2004 to September 30, 2005 and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Contract Services, Account No. 001-0203-519-0-3106.

RESOLUTION NO. 190-04

Section 3. That a copy of the Agreement shall be attached hereto and made a part of this Resolution.

Section 4. This Resolution shall take effect immediately upon passage and approved by the City Council.

PASSED and ADOPTED this 6 day of October, 2004.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

APPROVED:

Absent
MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

Ann Iles
ANN ILES
CHAIR PRO-TEM

Donald R. Wilson
DONALD R. WILSON
COUNCILPERSON

ATTEST
Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: J. DAVIS

D. SCHNYER AYE

A. ILES AYE

D. WILSON AYE

J. DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL
SUFFICIENCY

Pamela H. Kelly
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 9/29/04

mem
9/23/04

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH AND
ALCALDE & FAY, LTD.**

The following is an agreement between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of **CONTRACTOR** to assist the **CITY** with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I – SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: **CONTRACTOR** will consult and advise, as requested, on public works, transportation, communications, water resources, housing, and Federal grant programs, including but not limited to:

1. Assisting in the development of strategies relating to the governmental agencies who regulate and fund public works, transportation, communications, water resources, and housing programs;
2. Developing strategies to obtain and maximize public works, transportation, water resources, and housing and Federal grant programs;
3. Coordinating funding, legislation and policy-related activities with the United States Congress and federal agencies;
4. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the **CITY**'s projects;
5. Maintaining direct and frequent contact with key United States Senators and Representatives;
6. Advocating **CITY** interests during the United States Legislative and regulatory process;
7. Leading and organizing successful local efforts to obtain funding and beneficial status for the **CITY** projects; and
8. Providing the **CITY** with a written report of activities and attending **CITY** meetings at any time upon the **CITY**'s request.

CONTRACTOR: ALCALDE & FAY, LTD
 2111 WILSON BLVD., 8TH FLOOR
 ARLINGTON, VA 22201
 (703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2004 and shall terminate on September 30, 2005 or upon 30 days' notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
- G. **INDEMNIFICATION:** The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

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

CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Page Four

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 6 day of October, 2004.

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RESOLUTION NO. 191-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND RESOURCE GROUP N.A. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE \$5,000.00 PER MONTH FOR THE PERIOD OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2005; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Riviera Beach and Resource Group N.A., to provide lobbyist representation at the state level on behalf of the City of Riviera Beach.

Section 2. That compensation shall be \$5,000.00 per month for the period of October 1, 2004 through September 30, 2005, and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

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

PASSED and ADOPTED this 6 day of October, 2004.

APPROVED:

Absent

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

Ann Iles
ANN ILES
CHAIR PRO-TEM

Donald R. Wilson
DONALD R. WILSON
COUNCILPERSON

ATTEST

C. E. Ward

CARRIE E. WARD, MMC
CITY CLERK

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: J. DAVIS

D. SCHNYER AYE

A. ILES AYE

D. WILSON AYE

J. DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL
SUFFICIENCY

Pamela H. Ryan
PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 9/29/04

WEW:mem
9/29/04

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH AND
RESOURCE GROUP N.A.**

THIS AGREEMENT entered into the 6 day of October, 2004 by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Resource Group N.A., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

WHEREAS, in the judgement of the City Council, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY in the above referenced areas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I – SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on transportation, communications, water resources, housing, public works, and Federal grant programs, including but not limited to:

1. CONTRACTOR agrees to assist in the development of strategies relating to the governmental agencies that regulate and fund transportation, communications, water resources, public works, and housing programs. CONTRACTOR will focus their efforts on obtaining funding for CITY priorities included in the CITY's State Work Plan developed by CONTRACTOR in conjunction with the CITY;
2. CONTRACTOR agrees to secure appropriate authorizations and funding from the State Legislation and State agencies to implement the CITY's projects;
3. CONTRACTOR agrees to maintain direct and frequent contact with key State Senators and Representatives who may have an impact upon the CITY;
4. CONTRACTOR agrees to advocate CITY interests during the State Legislative and regulatory process;
5. CONTRACTOR agrees to lead and organize successful local efforts to obtain funding and beneficial status for the CITY's projects;

6. CONTRACTOR agrees to provide the CITY with a written bi-weekly or as needed reports of activities and agrees to attend CITY meetings at any time upon the CITY'S request;
7. CONTRACTOR agrees to assist the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2004 and 2005;
8. CONTRACTOR agrees to draft Legislative proposals for consideration by State Legislators;
9. CONTRACTOR agrees to facilitate meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
10. CONTRACTOR agrees to represent the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;
11. CONTRACTOR agrees to identify and lobby for State funding sources for CITY;
12. CONTRACTOR agrees to be responsible for coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with CITY staff and City Council to coordinate CITY support;
13. CONTRACTOR agrees to monitor the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda; and
14. CONTRACTOR agrees to maintain reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written monthly reports of such activities.

B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000 per month or a total of \$60,000 for twelve months' retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on October 1, 2003. All travel or other business related expenses will be incurred only following the approval by the City Manager.

- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2004 and shall terminate on September 30, 2005 or upon 30 days' notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
- G. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

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

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

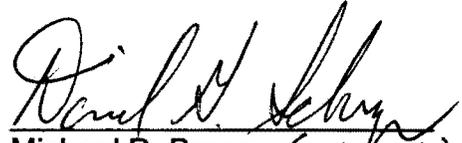
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 6 day of October, 2004.

ATTEST:



Carrie E. Ward, MMC
City Clerk

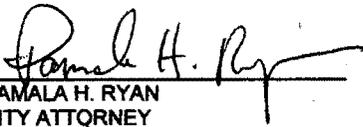
CITY OF RIVIERA BEACH



Michael D. Brown (Absent)
Mayor

David G. Schryer
Council Chair

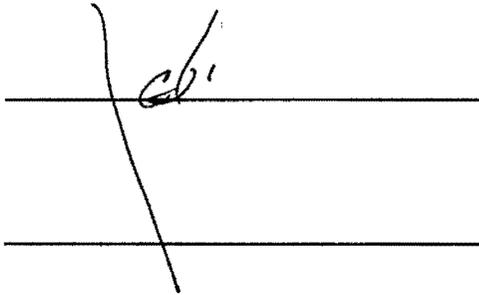
REVIEWED FOR LEGAL SUFFICIENCY



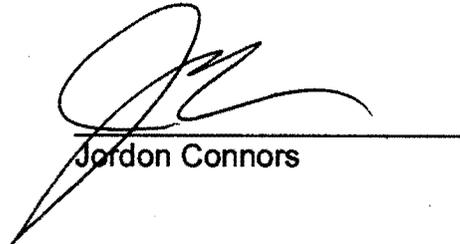
PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/29/04

Witnesses:



RESOURCE GROUP, N.A.



Jordan Connors

RESOLUTION NO. 192-04

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

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

WHEREAS, the applicant EFN Investment Inc., has prepared a plat entitled EFN Investment Plat (Nissan/KIA Dealership), located at the southeast corner of Blue Heron Boulevard and Interstate 95.

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

SECTION 1. The plat entitled EFN Investment Plat is hereby approved.

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

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

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

*******THIS SECTION LEFT INTENTIONALLY BLANK*******

PASSED AND APPROVED on this 16 day of October 2004.

APPROVED:

ABSENT
MICHEAL D. BROWN, MAYOR

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

[MUNICIPAL SEAL]

Ann Iles
ANN ILES
CHAIRPERSON PRO-TEM

Donald R. Wilson
DONALD R. WILSON
COUNCIL PERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Judy L. Davis
JUDY L. DAVIS
COUNCIL PERSON

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

MOTIONED BY:	<u>D. WILSON</u>
SECONDED BY:	<u>J. DAVIS</u>
D.SCHNYER	<u>AYE</u>
A.ILES	<u>AYE</u>
D.WILSON	<u>AYE</u>
J.DAVIS	<u>AYE</u>
E.WADE	<u>AYE</u>

REVIEWED AS TO LEGAL SUFFICIENCY

Patricia H. Ryan
CITY
ATTORNEY
CITY OF RIVIERA BEACH
9/30/04
Date

RESOLUTION NO. 193-04

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 AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY EXTENDING THE COMPLETION DATE FOR THE WEST 25TH STREET PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the agreement between the City of Riviera Beach and Palm Beach County for Reconstruction of West 25th Street expired on September 30, 2004; and

WHEREAS, the work on West 25th Street has been delayed due to numerous underground utility conflicts and Hurricane Frances; and

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

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

SECTION 1. The Mayor and City Clerk are authorized to execute an amendment to the agreement for the West 25th Street project.

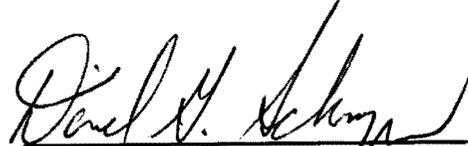
SECTION 2. This resolution shall take effect immediately upon approval by the City Council.

PASSED AND APPROVED this 6 day of October, 2004.

RESOLUTION NO. 193-04

PAGE 2

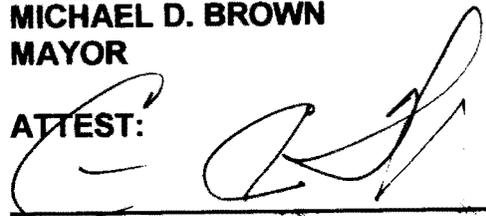
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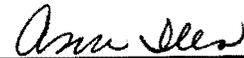
DAVID G. SCHNYER
CHAIRPERSON

ABSENT

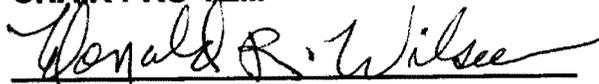
MICHAEL D. BROWN
MAYOR

ATTEST: 

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



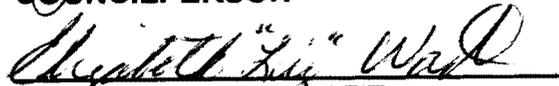
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: J. DAVIS

D. SCHNYER: AYE

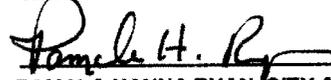
A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/30/04

RESOLUTION NO. 194-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA INCREASING THE SALARIES OF ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY THREE PERCENT (3%) FOR FISCAL YEAR 2004-2005 AND PROVIDING FOR UP TO A TWO AND ONE-HALF PERCENT (2.5%) MERIT INCREASE FOR THESE EMPLOYEES ON THEIR ANNIVERSARY DATE AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$205,943 FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 TO ALL GENERAL FUND SALARY ACCOUNTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a three percent (3%) salary adjustment be granted to the Administrative, Supervisory and Confidential Employees; and

WHEREAS, the minimum and maximum of the salary schedule for Administrative, Supervisory and Confidential employees shall be increased by three percent (3%); and

WHEREAS, funds have been provided in the 2004-2005 Budget for salary increases; and

WHEREAS, staff is also recommending up to a two and one-half percent (2.5%) merit increase on an employee's anniversary date commencing October 1, 2004; and

WHEREAS, the merit increase will be received as follows on the employee's anniversary date.

2.5%	Outstanding
2.0%	Excellent
0%	Satisfactory
0%	Unsatisfactory

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

SECTION 1. That a cost of living salary adjustment be granted and the salaries of the Administrative, Supervisory and Confidential employees be increased by three percent (3%) effective October 1, 2004 for the 2004-2005 Fiscal Year.

SECTION 2. That at this time, the minimum and maximum salary for the pay grades will be adjusted by three percent (3%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

SECTION 3. That administrative, supervisory and confidential employees will receive up to a two and one-half percent (2.5%) merit increase on their anniversary date based on the above referenced scale. Employees who are at the maximum when the merit increase is applied, will receive a lump sum on their anniversary date.

SECTION 4. The Finance Director is authorized to transfer \$205,943 from General Fund Contingency account number 001-0203-519-0-5999 to all General Fund salary accounts for the COLA and up to 2.5% merit increases for administrative, supervisory and confidential employees.

SECTION 5. This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED this 6 day of October,
2004.

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RESOLUTION NO. 194-04
PAGE-3-

APPROVED:

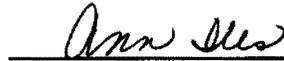
ABSENT
MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

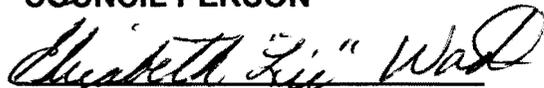

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAVID G. SCHNYER
CHAIRPERSON


ANN ILES
CHAIRPERSON PRO TEM


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCIL PERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

Motioned by: E. WADE

Seconded by: J. DAVIS

D. SCHNYER AYE

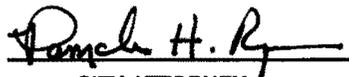
A. ILES AYE

D. WILSON AYE

J. DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY

DATE: 9/23/04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH ARTHUR J. GALLAGHER & COMPANY - MIAMI/GALLAGHER BASSETT SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-3101 UP TO THE AMOUNT OF \$1,836,409 TO ARTHUR J. GALLAGHER & COMPANY - MIAMI FOR RISK PACKAGE FIXED COSTS AND UP TO \$80,059 TO GALLAGHER BASSETT SERVICES FOR CLAIMS ADMINISTRATION.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2004-2005); and

WHEREAS, a proposal from Arthur J. Gallagher & Company - Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,836,409; and

WHEREAS, Gallagher Bassett Services Inc. has submitted a three (3) year renewal proposal for Claims Administration and Lost Control Services for a total estimated cost of \$80,059. For the FY 2003/04, and rate cap guarantee not to exceed a 6% per year increase for FY 2005/06.

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 an Agreement with Arthur J. Gallagher & Company - Miami/Gallagher Bassett Services to provide a comprehensive protected Self-Insurance Program including claims administration and loss control services.

SECTION 2. That the Finance Director is authorized to make payment from Account No. 602-0539-513-0-3101 in the amount not exceeding \$80,059 to Gallagher Bassett Services.

SECTION 3. That the Finance Director is authorized to make payments from Account Numbers 602-0539-513-0-1405 (4501) (4508) in the total amount not exceeding \$1,836,409 to Arthur J. Gallagher & Company - Miami for risk package fixed costs.

SECTION 4. A copy of the Agreement is attached hereto and made a part hereof.

SECTION 5. This Resolution shall take effect upon its passage and adoption.

RESOLUTION NO. 196-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING THE REVISED UNIFIED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County and its 37 municipalities, worked together in 1998 and 1999 to develop a multi-jurisdictional strategy known as the Unified Local Mitigation Strategy Plan to create a more disaster resistant community; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000) and the Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation plan in order to be eligible to receive pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, Palm Beach County and its 37 municipalities have participated in the Unified Local Mitigation Strategy (LMS) program since its inception in 1999 and a majority of the 37 municipalities approved an Interlocal Agreement with Palm Beach County concerning the LMS program (the "LMS Interlocal"); and

WHEREAS, the County and its 37 municipalities coordinated a public process to revise and amend the Unified LMS plan to bring it into full compliance with new federal guidelines established in response to DMA2000 (the "Revised LMS Plan"); and

WHEREAS, Palm Beach County's Revised LMS plan was reviewed and approved by FEMA and the Florida Department of Community Affairs contingent upon the inclusion of mutually acceptable changes and the adoption of same by the Palm Beach County and the municipalities; and

WHEREAS, the LMS Steering Committee recommends the formal adoption of the Revised LMS plan by resolution pursuant to the terms of the LMS Interlocal.

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

Section 1. The City of Riviera Beach hereby approves and adopts the Revised Unified Local Mitigation Strategy Plan in its entirety, as revised and approved by the Local Mitigation Steering Committee (the "Revised LMS Plan") and agrees to be governed by the Revised LMS Plan attached hereto and incorporated herein as Exhibit "A" (set forth on CD-ROM); and, as applicable, further agrees to be governed by the Revised LMS Plan which shall hereafter amend any LMS Interlocals previously approved by the City of Riviera Beach.

Section 2. The City Council authorizes the City Manager to pursue available funding opportunities for implementation of proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

Section 3. The City of Riviera Beach will continue to participate in the multi-jurisdictional LMS planning process, including reporting of progress as required by FEMA, the Florida Department of Community Affairs, and the LMS Steering Committee.

Section 4. The City Council authorizes the City Clerk to transmit an original of the executed Resolution to the Palm Beach County Division of Emergency Management, attention Senior Mitigation Planner (Tel. 712-6325), to be forwarded for filing in the Office of the Circuit Court.

PASSED and APPROVED this 20 day of October, 2004

APPROVED:

ABSENT
MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

C. E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

Ann Iles
ANN ILES
CHAIR PRO TEM

Donald R. Wilson
DONALD R. WILSON
COUNCIL PERSON

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHYNER AYE

A. ILES AYE

D. WILSON AYE

DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/11/04

RESOLUTION NO. 197-04

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 THREE YEAR AGREEMENT WITH ADVANCED DATA PROCESSING, INCORPORATED PROVIDING FOR EMERGENCY MEDICAL TRANSPORT BILLING SERVICES; AUTHORIZING THE FINANCE DIRECTOR TO INCREASE BUDGET 001-0921-526-0-3105 IN THE AMOUNT OF \$25,473 and 001-0203-519-0-5999 IN THE AMOUNT OF \$74,527; AUTHORIZING STAFF TO TERMINATE THE AGREEMENT WITH THE CITY OF WEST PALM BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fire Rescue provides emergency medical service transport to the citizens and visitors of the City of Riviera Beach, and

WHEREAS, The City of West Palm Beach Fire Rescue currently provides emergency medical transport billing services for Fire Rescue, and

WHEREAS, Staff believes that the City will benefit from the services of Advanced Data Processing, Inc., to provide emergency medical transport billing services by maximizing our ambulance transport billing revenue.

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

Section 1: The Mayor and City Clerk are authorized to execute a three year agreement with Advanced Data Processing, Inc., commencing November 1, 2004 to September 30, 2007, for the provisions of emergency medical service transport billing; and a copy of the agreement is attached hereto and made part of this Resolution.

Section 2: The Finance Director is hereby authorized to increase the budget as follows:

REVENUES		
001-00-342600	Advanced Life Support	\$100,000
EXPENDITURES		
001-0921-526-0-3105	Professional Services	\$ 25,473
001-0203-519-0-5999	General Fund Contingency	\$ 74,527

**AGREEMENT BETWEEN
CITY OF RIVIERA BEACH
AND
ADVANCED DATA PROCESSING, INC.
FOR RESCUE AMBULANCE BILLING & RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT, hereinafter "Agreement", made and entered into this day of June, 2004 by and between CITY OF RIVIERA BEACH, a political subdivision of the State of Florida, with principal offices located at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 hereinafter referred to as the "CITY", and Advanced Data Processing, Inc., a Delaware Corporation with principal offices located at 520 NW 165 Street, Suite 201, Miami, Florida 33169, hereinafter referred to as the "CONTRACTOR".

WHEREAS, Leon County posted an Invitation to Bid, hereinafter the "Bid" for ambulance billing and related services, the terms of which are incorporated herein by reference; and

WHEREAS, CONTRACTOR was the successful responsible bidder; and

WHEREAS, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, CONTRACTOR desires to extend such to the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF THE PROJECT. The objective of the project is to utilize the services of the CONTRACTOR to provide the CITY with ambulance billing and related services.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work tasks presented in CONTRACTOR'S Scope of Work (Exhibit B), as summarized herein. All payments shall be paid directly to 'CITY OF RIVIERA BEACH' or via "Locked-Box" facility as directed by the CITY.

3. TIME OF PERFORMANCE. This Agreement shall be effective for a three-year period from November 1, 2004 through October 31, 2007, under the terms and conditions contained herein unless otherwise terminated. This Agreement shall be renewable for two (2) separate additional one (1) year terms upon the mutual agreement of the parties hereto.

4. CHANGES. The CITY reserves the right to request changes in the services within the general scope of the Agreement to be performed upon mutual agreement by the CITY and CONTRACTOR which shall specify, in writing, the change ordered and the adjustment of time and compensation required therefore.

Any services added to the scope of this Agreement a change order shall be executed in compliance with all other applicable conditions of this Agreement. No claim

for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

The CONTRACTOR shall provide to the CITY a monthly invoice representing fees for the services provided computed as follows:

Seven percent (7%) of all monies collected by CONTRACTOR, excluding Medicaid accounts, during the previous month. Pursuant to Section 409.913(9), Florida Statutes CONTRACTOR will include in the same invoice an amount of \$11.40 per Medicaid account for providing all billing services related to such accounts processed in the previous month and an amount of \$300 per month for providing billed patient with the required HIPAA-compliant Privacy Notice per Scope of Work (Exhibit B) as summarized herein. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

The CITY shall bear the cost of any and all Lock-box services. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and, other operating costs) shall be borne by the CONTRACTOR.

5. REPORTS. The CONTRACTOR shall provide the CITY with status reports as set forth in Exhibit B and other reports as mutually agreed. The CONTRACTOR shall also provide changes to such reports and ad hoc report requests on a reasonable basis and as mutually agreed.

6. DATA TO BE FURNISHED BY CITY. The CITY will make available to the CONTRACTOR, for use in performance of services under this Agreement, all available reports, studies or any other materials in its possession that may be useful to the CONTRACTOR. All material furnished by the CITY will not be disclosed to any party without the CITY's prior written approval.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor and not an employee or agent of the CITY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the Agreement, the CONTRACTOR is authorized to sign for the CITY *in an administrative capacity only* the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the CITY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any liability on the CITY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, hold harmless and save the CITY from any and all claims, losses, liabilities and causes of actions which may arise out of the performance of this Agreement as a result of an act of negligence or willful misconduct of the CONTRACTOR, its subcontractors, or agents. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall pay all costs and judgments which may issue thereon, including, but not limited to, attorney's fees and expenses.

The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

9. INSURANCE. The CONTRACTOR shall maintain the following insurance coverage:

- 1) Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440 and applicable Federal Acts as they may be amended from time to time;
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence;
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivables, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and
- 5) Professional liability coverage in the amount of \$500,000.

Where applicable all coverage above shall be amended with CITY OF RIVIERA BEACH named as an additional insured. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail. Prior to commencing work, the CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this Agreement shall be the sole property of the CITY, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

11. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- A. Business Associate Agreement (**Exhibit A** attached hereto and made a part hereof),
- B. Scope of Work (**Exhibit B** attached hereto and made a part hereof),

Where terms, conditions or scope of services stated in either this Agreement or the above attachments conflict, this Agreement and any superseding Amendments thereof shall prevail.

12. TERMINATION. The CITY may terminate this Agreement at any time with or without cause, upon thirty (30) days written notice to the CONTRACTOR.

Upon termination, the CONTRACTOR shall submit an invoice to the CITY in an amount that represents the fees for services actually performed or obligations incurred for which the CONTRACTOR has not been previously compensated to the date of effective termination. Upon payment of the sum found due, the CITY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

13. UNCONTROLLABLE FORCES. Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. JURISDICTION, VENUE and CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Palm Beach County, Florida which shall be deemed proper jurisdiction and venue for the action.

15. PIGGYBACK. In as much as Leon County, through proper solicitation of vendors did perform and demonstrate due diligence in its process for the selection of a Contractor for similar services as those of this Agreement and; through such process did select Advanced Data Processing, Inc. "CONTRACTOR" and; establish an agreement with CONTRACTOR for such services; THEREFORE, it is hereby a precondition of any part of this Agreement that, the Terms of CONTRACTOR's Agreement with Leon County shall be extended to the CITY including any modifications, amendments or exclusions for the term of the referenced agreement. Effectively, this allows the CITY to piggyback

the agreement with Leon County. Where the Current Agreement conflicts with the Terms of the Piggyback Agreement, the Terms of the Current Agreement shall prevail.

16. ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the Agreement, without express prior written consent by the CITY which the CITY will not unreasonably withhold.

17. NOTICES. Delivered or mailed to such party at their respective addresses as follows:

To the CITY:

Troy F. Perry, Fire Chief
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

To the CONTRACTOR:

Brad Williams
Vice President of Finance
Advanced Data Processing, Inc.
520 NW 165 Street Road, Suite 201
Miami, Florida 33169

18. REPRESENTATION AND WARRANTY. CONTRACTOR represents that it is familiar with and agrees to follow all Federal, State and Local Laws including, but not limited to, Public Records Laws and those laws and statutes applicable to discrimination.

19. ENTIRE CONTRACT. This Agreement contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this Agreement it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

20. TERMINOLOGY AND CAPTIONS. All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Agreement, nor shall such headings affect the meaning or interpretation of this Agreement.

21. WAIVER. Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of the CITY'S right to enforce or exercise said right(s) at any time thereafter.

22. PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

23. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

24. 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 provisions, 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.

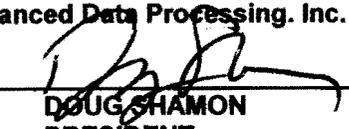
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AGREEMENT between
CITY OF RIVIERA BEACH & Advanced Data Processing, Inc.

IN WITNESS OF THE FOREGOING, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

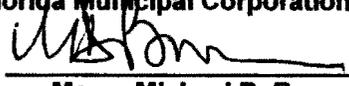
CONTRACTOR:
Advanced Data Processing, Inc.

By: _____


DOUG SHAMMON
PRESIDENT

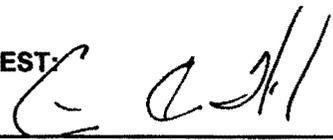
CITY:
City of Riviera Beach,
a Florida Municipal Corporation

By: _____


Mayor Michael D. Brown
CITY MAYOR

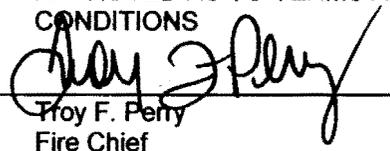
ATTEST:

By: _____

 10/20/2004
Carrie E. Ward, MMC, CRM
CITY CLERK

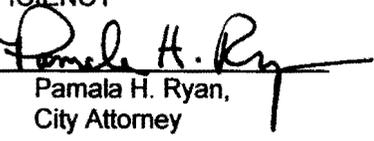
APPROVED AS TO TERMS AND
CONDITIONS

BY: _____


Troy F. Perry
Fire Chief

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____


Pamala H. Ryan,
City Attorney

Date: _____

10/4/04

Exhibit A

Business Associate Agreement

1. ADPI shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, ADPI agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to ADPI of a use or disclosure of PHI by ADPI in violation of this Agreement;
 - d. Report to the City any use or disclosure of PHI not provided for by this Agreement of which ADPI becomes aware;
 - e. Ensure that any agents or subcontractors to whom ADPI provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to ADPI with respect to such PHI;
 - f. Make PHI available to the City and to the individual who has a right of access as required under HIPAA within 30 days of the request by the City regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by the City;
 - h. Provide an accounting of all uses or disclosures of PHI made by ADPI as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining ADPI's and the City's compliance with HIPAA; and
 - j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by ADPI on behalf of the City, and if return is infeasible, the protections of this Agreement will extend to such PHI.
2. The specific uses and disclosures of PHI that may be made by ADPI on behalf of the City include:

AGREEMENT between
CITY OF RIVIERA BEACH & Advanced Data Processing, Inc.

- a. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City to its patients;
 - b. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
 - c. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the City to its patients or to appeal denials of payment for same;
 - d. Uses required for the proper management of ADPI as business associate;
 - e. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.
3. Notwithstanding any other provisions of this Agreement, the Agreement may be terminated by the City if ADPI has violated a term or provision of this Agreement pertaining to ADPI's material obligations under the HIPAA privacy rule, or if ADPI engages in conduct which would, if committed by the City, result in a violation of the HIPAA privacy rule by the City.

Exhibit B: Scope of Services

Contractor shall provide complete medical billing and accounts receivable management services for City's ambulance services in accordance with Contractor's responsibilities outlined below.

Contractor's Responsibilities:

Contractor will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by the City and information obtained from other reliable sources including:

All services will be provided as stated in the Proposal. The following is a summary of these responsibilities:

1. Provide billing and collection services to the City Emergency Medical Services transport, as required on a case-by-case basis, with emphasis on accelerated turnaround between services provided and payment received.
2. The price bid herein shall include all expenses of billing and collection including, but not limited to, stationary, fax, forms, envelopes, mailing, postage and telecommunications/phone facilities/charges.
3. Ensure that all required documentation and agreements with payors (e.g. Medicare, Medicaid, Champus, etc.) are filed and maintained and that the City is kept apprised of important changes to industry regulations.
4. Contractor agrees that it will be knowledgeable of different industry insurance plans and will ensure that every billable charge is pursued.
5. Provide reasonably necessary training periodically to the City's EMS and/or the City Fire Rescue Paramedics personnel regarding the gathering of the necessary information and proper completion of run tickets. Contractor in corroboration with other municipalities has already put together a video-based training program for this purpose.
6. Provide prompt submission of Medicare, Medicaid and insurance claims (within 72 hours) after receiving completed run ticket, which shall be Contractor's notice to commence the billing/collection service including keeping logs confirming all electronic submissions. Secondary insurance provider claims shall be submitted after the primary insurance provider has paid. Contractor shall follow-up on rejected and inactive claims and establish payor remittance accounts and procedures.
7. Utilize most up-to-date knowledge and information with regard to coding procedures, assigning of ICD-9 diagnostic codes and proper preparation of electronic and paper insurance filings to ensure compliance with applicable Federal, State and local regulations.
8. Reconcile the number of transports collected with those transmitted to Contractor and contact the City to report any discrepancies.

AGREEMENT between
CITY OF RIVIERA BEACH & Advanced Data Processing, Inc.

9. Contractor shall provide a designated liaison for patient/payor concerns.
10. Provide survey questionnaires or mail inserts to patients at the City's request.
11. Provide all customer-related inquiry services and prepare additional third-party claims or patient payment arrangements based on this information exchange. Provide a toll free telephone number for patients to be answered as designated by the City.
12. Facilitate proper security of confidential information and proper shredding of all disposed materials containing such proprietary information.
13. Visit hospitals and/or establish with hospitals arrangement to obtain/verify patient insurance and contact information.
14. Respond to any City or patient inquiry or questions within two (2) business days.
15. The Contractor's will respond to an emergency request for information within four (4) hours.
16. Treat as confidential any records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process.
17. Use of proprietary systems, procedures or techniques as required to achieve higher collection rates and improved cash flow.
18. Maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Contractor will provide access to the City for all requested information in order for the City to perform appropriate and periodic audits.
20. Provide timely comprehensive reports facilitating all required aspects of monitoring, evaluating, auditing and managing the services provided and the interface between the City and the Contractor.
21. Process refund requests providing the City with documentation substantiating each refund processed.
22. Provide the City with all unpaid invoices along with the complete processing history once collection efforts are exhausted.

Specific Scope Compliance

The Contractor will provide the following specific services:

1. Assign billing patient numbers providing cross-reference to the City's assigned transport numbers.
2. Responsible for obtaining all necessary rescue and insurance information.
3. Provide accurate coding of procedures and diagnosis and correlation of rescue documentation.

AGREEMENT between
CITY OF RIVIERA BEACH & Advanced Data Processing, Inc.

4. Annually make recommendations for fee schedule changes, regularly advise on changes in statutes and industry regulations.
5. Respond to all patients' requests and inquiries, either written or verbal.
6. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.
7. Mail requested citizen satisfaction survey.
8. Provide for facilities to permit real-time read only electronic look-up access to Contractor's system to obtain patient data and billing information.
9. The Contractor will implement a system where all permanent records (paper or electronic) will be maintained in an electronic format that is readily accessible by the City's personnel and meets all federal and state requirements for maintaining patient medical records.
10. Maintain daily deposit control sheets and original documentation.
11. In addition to any other report requirements, Contractor will provide the City with weekly aging balance reports by payor.
12. Contractor will provide on-site training on agency set-up, data collection procedures and the use of any mechanisms or equipment provided. Contractor will provide a training program for the City's use in orienting new employees. Contractor shall provide annual continuing education module for use with field personnel on data collection. Continuing education may be accomplished either on site or through a web enabled distance learning system.
13. Contractor shall implement and comply with a Compliance Plan consistent with the intent and activities included in the U.S. Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998).

City's Responsibilities:

1. City will provide Contractor with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. City will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, the City will obtain and provide Contractor with patient health insurance, auto insurance, or other insurance information.
2. City will provide Contractor with necessary documents required by third parties to allow for the electronic filing of claims by Contractor on the City's behalf.
3. City will provide Contractor with its approved billing policies and procedures including fee schedules and collection protocols. City will be responsible for engaging any third party collection service for uncollectible accounts after Contractor has exhausted its collection efforts.
4. City will timely process refunds identified by Contractor for account overpayments.
5. City will provide a Lock Box address to Contractor and will instruct Lock Box provider to forward all Lock Box documents to Contractor for processing.
6. City will cooperate with Contractor in all matters to ensure proper compliance with laws and regulations.

RESOLUTION NO. 198-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO REDUCE THE UTILITY ACCOUNTS RECEIVABLE BALANCE AND THE ALLOWANCE FOR BAD DEBTS BY THE AMOUNT OF \$56,291.65; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff believes these water and sewer and trash collection accounts have a very low probability of collection; and

WHEREAS, adjustment to the account records is required by Generally Accepted Accounting Principles (GAAP); and

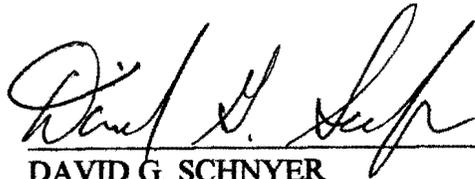
WHEREAS, collection efforts will continue unless the accounts have been legally discharged;

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

SECTION 1. The Finance Director is hereby authorized to reduce the Utilities' Accounts Receivable and Allowance for Bad Debts by the amount of \$56, 291.65 effective fiscal year ending 9/30/04.

PASSED AND Adopted this 20TH day of OCTOBER, 2004

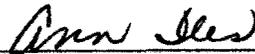
APPROVED:



DAVID G. SCHNYER
CHAIRPERSON

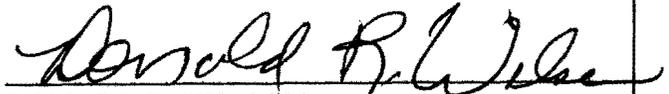


MICHAEL D. BROWN
MAYOR



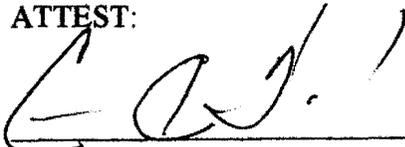
ANN ILES
CHAIR PRO-TEM

(MUNICIPAL SEAL)

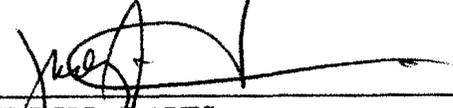


DONALD R. WILSON
COUNCILPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

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

D. SCHNYER AYE
A. ILES AYE
D. WILSON AYE
J. DAVIS AYE
E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

RESOLUTION NO. 199-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA CHANGING THE NAME OF THE UTILITY BILLING DIVISION TO BILLING AND COLLECTION DIVISION WITHIN THE FINANCE DEPARTMENT AND THAT POSITIONS ON THE JOB CLASSIFICATION LIST BE CHANGED ACCORDINGLY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Billing Division has taken on the responsibility of collecting revenues other than utility payments for the City ; and

WHEREAS, for over three years the division has collected all of the City's general revenue, in addition to miscellaneous revenues for parking tickets, meters on the beach, reproduction of documents, Library deposits, and special events; and

WHEREAS, this division bills not only for water, sewer, trash, and stormwater but other invoicing such as lot cleaning, special events and special services, etc. Therefore, staff is recommending a division name change and position title changes to properly identify the work performed.

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 approve the name change of Utility Billing to Billing and Collection Division located in the Finance Department.

SECTION 2. That the City Council approve amending the Job Classification List as follows:

FROM:

SCHEDULE	CLASSIFICATION	PAY GRADE	SALARY
Administration	Manager, Utility Billing	21	\$50,480-75,719
Supervisory	Utility Billing Supervisor	14	\$34,692-53,774
General	Utility Billing Clerk	6	\$23,792-36,877

TO:

SCHEDULE	CLASSIFICATION	PAY GRADE	SALARY
Administration	Manager, Billing & Collection	21	\$50,480-75,719
Supervisory	Billing & Collection Supervisor	14	\$34,692-53,774
General	Billing & Collection Clerk	6	\$23,792-36,877

RESOLUTION NO. 200-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE 2004-05 BUDGET OF THE COMMUNITY DEVELOPMENT DEPARTMENT BUILDING DIVISION BE AMENDED BY ADDING ONE (1) CLASSIFIED POSITION OF BUILDING PERMIT TECHNICIAN; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$40,864 FROM GENERAL FUND CONTINGENCY TO THE APPROPRIATE SALARY AND BENEFITS ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the workload of issuing building permits has increased in the Building Division of the Community Development Department; and

WHEREAS, the City Council budget workshop on September 21, 2004, the council had a consensus to add a Building Permit Technician position to the 2004-05 budget; and

WHEREAS, during the public hearing on September 29, 2004 the addition of the position was inadvertently not included in the motion to adopt the budget; therefore, the position was not added; and

WHEREAS, since the budget can be revised anytime during the fiscal year, this resolution is to revise the 2004-05 budget.

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

Section 1. That the Community Development Department, Building Division's budget be amended by adding one (1) Building Permit Technician as follows:

PAGE 2
RESOLUTION NO. 200-04

<u>SCHEDULE</u>	<u>POSITION</u>	<u>PAY GRADE</u>	<u>SALARY</u>
General Employee	Building Permit Technician	8	26,777- 41,505

SECTION 2. That the City Council approve the Community Development amended 2004-2005 Budget.

SECTION 3. That the City Council authorize the Finance Director to transfer \$40,864 from General Fund Contingency to the Community Development Department Building Division budget.

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

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RESOLUTION NO. 200-04
PAGE 3

PASSED AND APPROVED this 20TH day of OCTOBER, 2004.

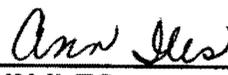
APPROVED:

ABSENT
MICHAEL D. BROWN
MAYOR

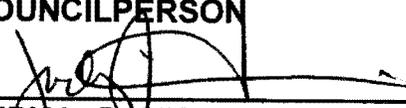

DAVID G. SCHNYER
CHAIRPERSON

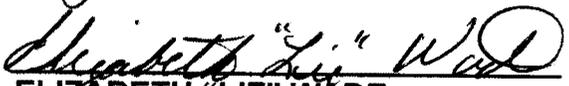
ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER: AYE

A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 201-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF MERLYN WOLFE V. CITY OF RIVIERA BEACH, CASE NUMBER 502003CA010553XXANG; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Plaintiff, Marilyn Wolfe, filed a lawsuit against the City claiming that she was rear-ended by a Riviera Beach Parks and Recreation worker which caused her physical injury; and

WHEREAS, the City's outside attorney and Gallagher Bassett believe it is in the best interests of the City to settle this matter prior to trial.

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 settlement in the matter of Merlyn Wolfe v. the City of Riviera Beach, case Number 502003CA010553XXANG, for the total amount of \$22,500, as a complete settlement, said payment to be made after Plaintiff executes a general release in favor of the City.

SECTION 2. That Gallagher Bassett is authorized to make payment as appropriate.

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

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RESOLUTION NO. 201-04

PAGE -2-

PASSED and APPROVED this 20TH DAY OF OCTOBER, 2004.

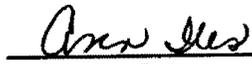
APPROVED:

ABSENT
MICHAEL D. BROWN
MAYOR

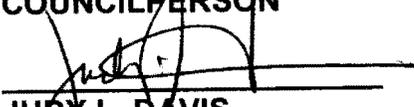
Attest:

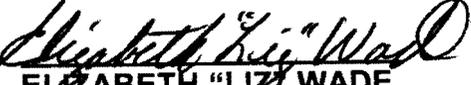

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAVID G. SCHNYER
CHAIRPERSON


ANN ILES
CHAIR PRO TEM


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

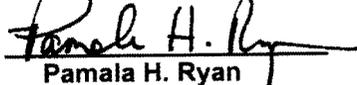

ELIZABETH "LIZ" WADE
COUNCILPERSON

Motioned by: D. WILSON
Seconded by: E. WADE

D. SCHNYER AYE
A. ILES AYE
D. WILSON AYE
J DAVIS AYE
E. WADE AYE

PHR:raj (10/12/04)

Approved as to legal sufficiency

By: 
Pamala H. Ryan
City Attorney
Date: 10/12/04

RESOLUTION NO. 202-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE BUDGET FOR THE 5TH ANNUAL STATE OF THE CITY DINNER; REQUESTING THE TRANSFER OF \$10,000 (SEED MONEY) FROM GENERAL FUND CONTINGENCY TO THE STATE OF THE CITY FUND; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$20,000 FOR THE 5TH ANNUAL STATE OF THE CITY DINNER AND TO DISBURSE FUNDS FROM ACCOUNT NUMBERS 135-0111-572-0-3106, 135-0111-572-0-4403, and 135-0111-572-0-5201; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council approved the 5th Annual State of the City Dinner in the 2004-2005 Fiscal Year Budget; and

WHEREAS, The dinner has been scheduled for Saturday, November 13, 2004, at Cheney Brothers, Inc. Warehouse; and

WHEREAS, The dinner will be funded through private donations to be raised by the Mayor.

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

SECTION 1: That the Mayor is authorized to seek donations to cover the cost of the 5th Annual State of the City Dinner.

SECTION 2: That the Finance Director is authorized to transfer \$10,000 seed money from General Fund Contingency, establish a budget in the amount of \$20,000 and disburse funds for the dinner from account numbers 135-0111-572-0-3106, 135-0111-572-0-4403, and 135-0111-572-0-5201.

SECTION 3: This Resolution shall take effect immediately upon its passage.

RESOLUTION NO. 203-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR THE MARSH HARBOUR DEVELOPMENT SUBMITTED BY THE CORNERSTONE GROUP, LOCATED ON THE WEST SIDE OF CONGRESS AVENUE SOUTH OF BLUE HERON BOULEVARD WITH SPECIFIC CONDITIONS; AND 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 declares that the proposed site plan meets the requirements for Site Plan review and finds that the development will be a viable addition to the community; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan; and

WHEREAS, the Planning & Zoning Board met on October 14, 2004, to review the site plan application and forwarded a recommendation to the City Council; and

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

SECTION 1. The Marsh Harbour Site Plan (Exhibit A) for 402 residential units is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. All future advertising must state that the development 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.

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.

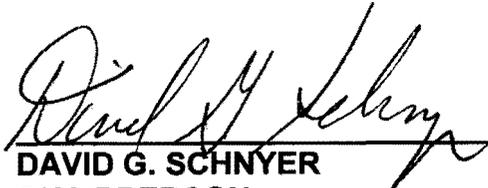
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 20TH day of OCTOBER, 2004.

RESOLUTION NO. 203-04

PAGE No. 2

APPROVED:



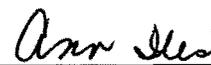
DAVID G. SCHNYER
CHAIRPERSON

ABSENT

MICHAEL D. BROWN
MAYOR

ATTEST: 

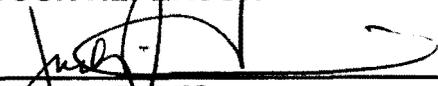
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



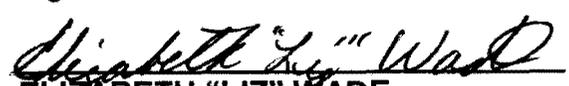
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

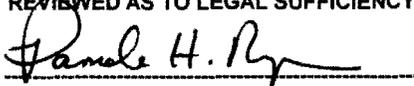
D. SCHNYER: AYE

A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/13/04

RESOLUTION NO. 204-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE – LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM IN THE AMOUNT OF \$44,478.00; AUTHORIZING THE FINANCE DIRECTOR TO SET UP THE BUDGET AND TRANSFER CASH MATCH (\$4,942.00) FROM THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-0817-581-0-0149 TO THE LOCAL LAW ENFORCEMENT GRANT FUND; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$44,478.00 and requires matching funds of \$4,942.00, totaling \$49,420.00; and

WHEREAS, these funds will be used for crime prevention enhancement, the continued employment of a Crime Analyst, and the Citizen Police Academy; and

WHEREAS, the LLEBG-2004 program requires that at least one public hearing be held to discuss the proposed use of the funds.

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

SECTION 1: The Finance Director is authorized to accept the Grant Funds on behalf of the City.

SECTION 2: The City Council authorizes a match of \$4,942.00 from the Law Enforcement Trust Fund to accept the LLEGB grant amount of \$44,478.00.

SECTION 3: The Finance Director is authorized to set up a budget as follows to expend the funds:

REVENUE:		
149-00-381150	TRANSFER FROM LETF	\$ 4,942.00
149-00-331217	LLEBG (2004)	<u>\$ 44,478.00</u>
		\$ 49,420.00

EXPENDITURES:		
149-0822-521-0-1201	SALARIES, WAGES, RELATED EXP.	\$ 45,037.00
149-0822-521-0-5201	GENERAL SUPPLIES	\$ 2,183.00
149-0822-521-0-4001	TRAINING	<u>\$ 2,200.00</u>
		\$ 49,420.00

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

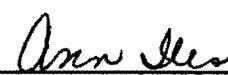
PASSED AND APPROVED THIS 20TH DAY OF OCTOBER, 2004.

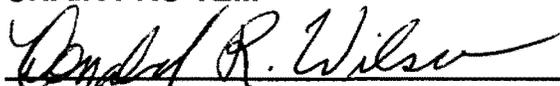
APPROVED:

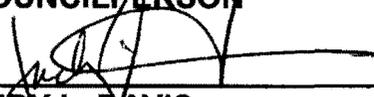
absent
MICHAEL D. BROWN
MAYOR

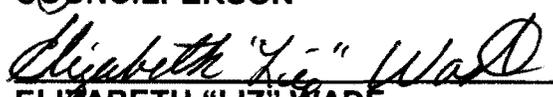

DAVID G. SCHNYER
CHAIRPERSON

ATTEST:
 10/20/2007
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

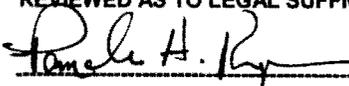
D. SCHNYER: aye

A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/13/04

RESOLUTION NO. 205-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO WEST CONSTRUCTION, INC. FOR THE COMPLETION OF CONSTRUCTION WORK FOR THE AQUATIC FACILITY LOCATED AT BLUE HERON BLVD. AND AVENUE "S"; IN THE AMOUNT OF \$102,973.09; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 308-1233-5720-6201; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution No. 206-02 authorized West Construction Inc., to complete construction of the Aquatic Facility located at Blue Heron Blvd. and Avenue "S"; and the project has been satisfactorily completed.

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

SECTION 1. *The City Council hereby authorizes the final payment to West Construction, Inc., for the completion of construction work for the aquatic facility located at Blue Heron Blvd. and Avenue "S", in the amount of \$102,973.09.*

SECTION 2. *The Mayor and Finance Director are authorized to make payment from the Capital Expenditure Fund Account No. 308-1233-5330-6201.*

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

PASSED AND APPROVED this 03 day of November, 2004

RESOLUTION NO. 205-04

PAGE 2

APPROVED:

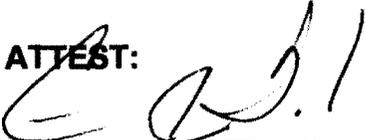


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



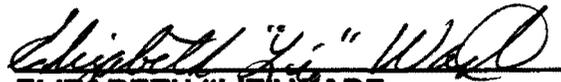
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: J. Davis

D. SCHNYER: aye

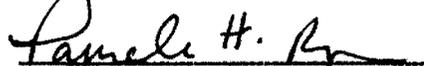
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: out

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/27/04

RESOLUTION NO. 206-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ABANDONING A CITY OF RIVIERA BEACH DRAINAGE EASEMENT AND APPROVING A NEW DRAINAGE EASEMENT LOCATED ON THE INLET HARBOR MARINA DEVELOPMENT SITE ON THE NORTH EAST CORNER OF BLUE HERON BOULEVARD AND AVENUE "A" WITH SPECIFIC CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The existing drainage easement is no longer required; and

WHEREAS, the new drainage easement has been located and approved by the City Engineer.

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

SECTION 1. The existing drainage easement recorded in the Official Record Book #1664, Page 1348 is hereby abandoned.

SECTION 2. The 15 foot drainage easement located on the Inlet Harbor Marina Development site on the north east corner of Blue Heron Boulevard and Avenue "A", and which is more particularly described in Exhibit "A" (attached) is hereby approved.

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

SECTION 4. This Resolution shall be recorded in the Palm Beach County Official Records.

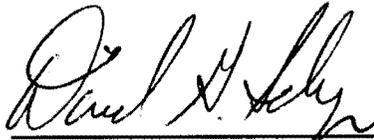
PASSED and APPROVED this 03 day of November, 2004.

RESOLUTION NO. 206-04
PAGE No. 2

APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

ATTEST:



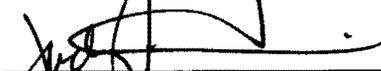
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



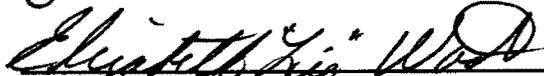
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: J. Davis

D. SCHNYER: aye

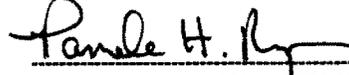
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: out

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/04

DESCRIPTION & SKETCH
 PREPARED FOR:
 SEVEN KINGS CORP.

Exhibit A

15' DRAINAGE EASEMENT
 INLET HARBOR MARINA

LEGAL DESCRIPTION

A 15 FOOT DRAINAGE EASEMENT, LYING IN A PORTION OF TRACT 'A', AS SHOWN ON THE PLAT OF INLET HARBOR MARINA, RECORDED IN PLAT BOOK 88, PAGES 137 AND 138, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 'A', SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 544.66 FEET, A RADIAL BEARING OF SOUTH 40° 27' 38" WEST AND A CENTRAL ANGLE OF 16° 43' 06"; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID TRACT 'A' AND THE ARC OF SAID CURVE, A DISTANCE OF 158.93 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE NORTH 71° 24' 54" EAST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 88° 25' 22" EAST, A DISTANCE OF 116.42 FEET TO THE TERMINUS OF THIS EASEMENT.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
- 3 THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: SEPTEMBER 29, 2004

LIDBERG LAND SURVEYING, INC.

DAVID C. LIDBERG
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 3613

ABBREVIATIONS:

- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- ORB - OFFICIAL RECORD BOOK



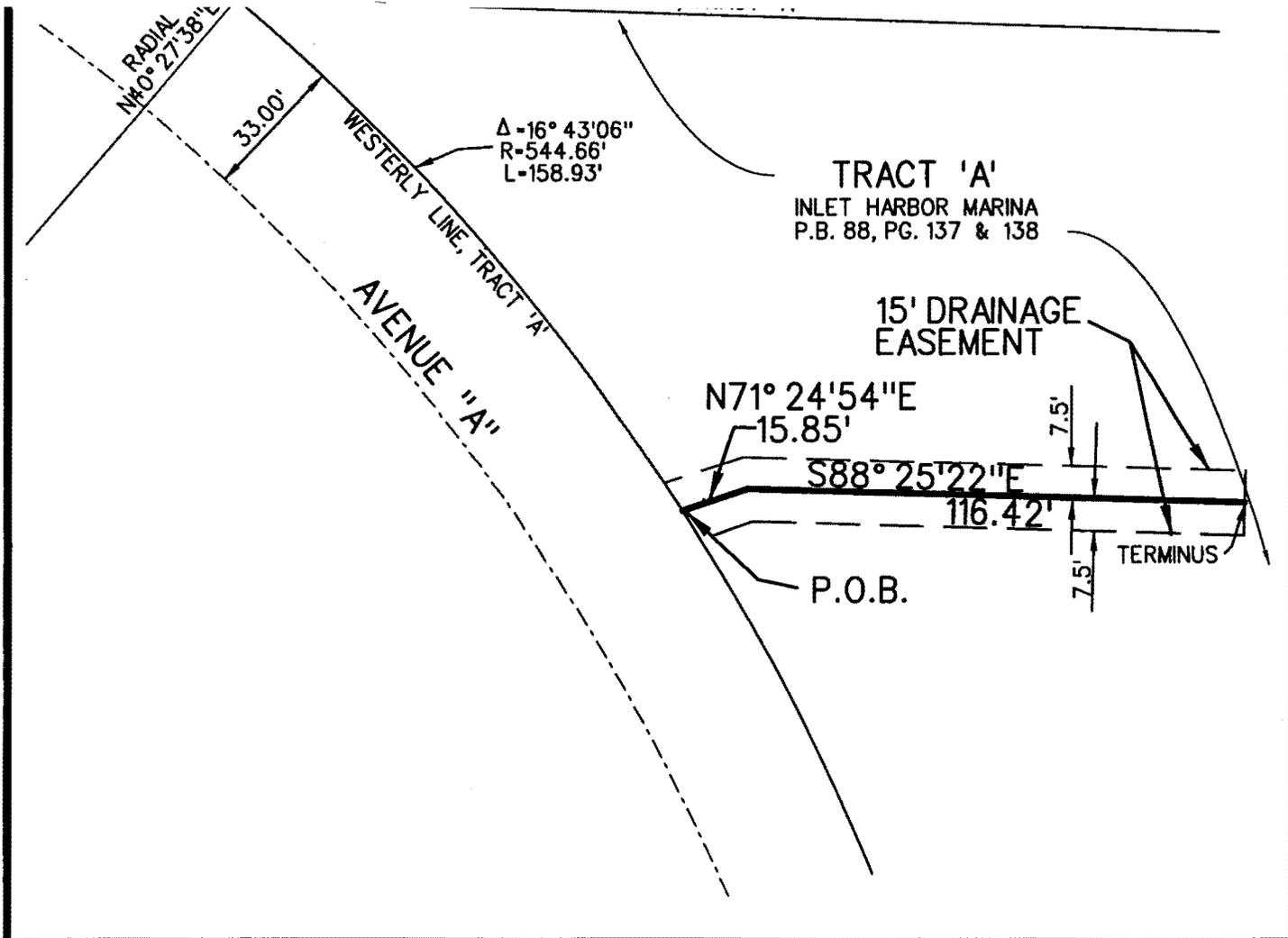
LB4431

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 284243 \ 88-133 \ 1823303 \ 1823303.DGN

REF.

FLD. K.C.	FB.	PG.	JOB	03-182-303
OFF. L.J.C.	449	59	DATE	09/29/04
CKD. D.C.L.	SHEET	1 OF 2	DWG.	A03-182



TRACT 'A'
 INLET HARBOR MARINA
 P.B. 88, PG. 137 & 138

**15' DRAINAGE
 EASEMENT**

N71°24'54"E
 15.85'

S88°25'22"E

116.42'

P.O.B.

TERMINUS

**LIDBERG LAND
 SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 284243 \ 88-133 \ 1823303 \ 1823303.DGN			
REF.			
FLD. K.C.	FB.	PG.	JOB 03-182-303
OFF. L.J.C.	449	59	DATE 09/29/04
CKD. D.C.L.	SHEET 2	OF 2	DWG. A03-182

RESOLUTION NO. 207-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING APPROVAL OF WORK ORDER NO. 16 FOR THE PREPARATION OF THE DESIGN AND ENGINEERING PLANS FOR THE SUGARHILL CEMETERY MEMORIAL PARK BY KIMLEY-HORN AND ASSOCIATES, INC., IN CONJUNCTION WITH JANUS RESEARCH AND ASSOCIATES IN THE AMOUNT OF \$39,090; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE CAPITAL IMPROVEMENT FUND ACCOUNT NO. 305-00-399999 AND SET UP A BUDGET FOR SAME, ACCOUNT NO. 305-0717-5150-3106; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach tried unsuccessfully for two consecutive years beginning 2001 to obtain a grant from the Department of State, Division of Historic Preservation, for the restoration of the Kelsey City Cemetery a/k/a Sugarhill Cemetery; and

WHEREAS, the City Council of the City of Riviera Beach appropriated \$50,000 towards a matching grant for the restoration of Sugarhill Cemetery which was never received but remained appropriated; and

WHEREAS, Janus Research and Kimley-Horn and Associates have submitted a work order to prepare the design and engineering drawings for the restoration of the Sugarhill Cemetery Memorial Park; and

WHEREAS, Kimley-Horn and Associates currently have a professional service contract with the City for engineering services and Janus Research is a subcontractor for same to conduct archeological studies.

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 firm Kimley-Horn and Associates, Inc., is authorized to perform the work under Work Order No. 16 for the restoration of the Sugarhill Cemetery Memorial Park for the City of Riviera Beach.

SECTION 2. That the Finance Director is authorized to appropriate fund balance and set up budget as follows:

RESOLUTION NO. 207-04
PAGE 2

REVENUE		
305-00-399999	CAPITAL IMPROVE FUND BALANCE	\$36,250
305-00-366931	CONTRIBUTIONS FRM DEVELOPERS	<u>2,840</u>
		\$39,090

EXPENDITURES		
305-0717-515-0-3106	PROFESSIONAL SERV. OTHER	\$39,090

SECTION 3. That Work Order No. 16 is approved for the authorization of work. The completed plans will be brought back to the City Council for approval and amendment of the project budget.

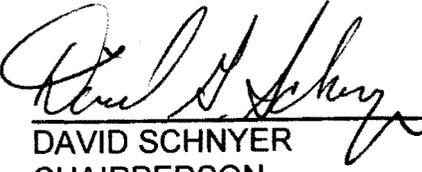
SECTION 4. That this resolution shall take effect upon its passage.

PASSED AND APPROVED this 3RD day of NOVEMBER, 2004

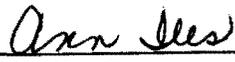
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APPROVED:


MAYOR MICHAEL D. BROWN
MAYOR

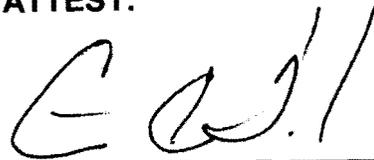

DAVID SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

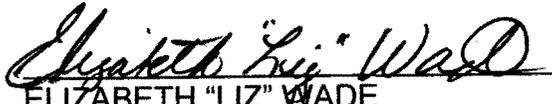

ANN ILES
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON

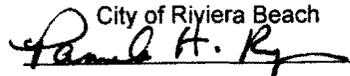

ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: J. Davis

D. SCHNYER: AYE
A. ILES: AYE
D. WILSON: AYE
J. DAVIS: AYE
E. WADE: OUT

REVIEWED AS TO LEGAL SUFFICENCY

City of Riviera Beach

Pamala H. Ryan, City Attorney

Date: 10/27/04

RESOLUTION NO. 209-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN AMENDMENT APPLICATION FROM TOLL BROTHERS INC, FOR 40 PERMANENT RESIDENTIAL UNITS LOCATED AT 5050 NORTH OCEAN DRIVE WITH SPECIFIC CONDITIONS; AND 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 declares that the proposed site plan meets the requirements for Site Plan review and finds that the development will be a benefit to the neighboring land uses, and a viable addition to the community; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan; and

WHEREAS, the Planning & Zoning Board met on October 14, 2004, to review the site plan application and made a recommendation to the City Council for approval of the Site Plan application; and

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

SECTION 1. The Site Plan (Exhibit A) for 40 permanent residential units located at 5050 North Ocean Drive is approved with the following conditions:

1. The developer shall participate in the Minority Employment and Affordable Housing Opportunities Code by contributing \$90,000 dollars to the City of Riviera Beach Housing Trust Fund within 180 days of the effective date of approval of this final order Resolution. (May 3, 2005)
2. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
3. All future advertising must state that the development 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.

RESOLUTION NO. 209-04
PAGE 2

4. The developer shall provide the City with a \$100,000 dollar contribution to the Blue Heron / A1A Beautification fund within 180 days of the effective date of approval of this final order Resolution. (May 3, 2005)
5. The project shall include a sidewalk connecting the proposed building to North Ocean Drive, (design and implementation contingent upon providing no impact to wetlands).

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.

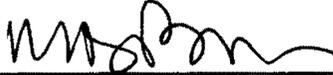
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 3RD day of NOVEMBER, 2004.

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RESOLUTION NO. 209-04
PAGE No. 3

APPROVED:



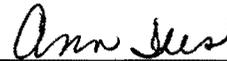
MICHAEL D. BROWN
MAYOR



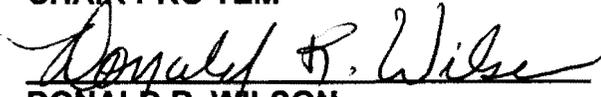
DAVID G. SCHNYER
CHAIRPERSON

ATTEST: 

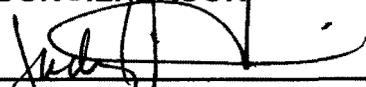
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: A. ILES

D. SCHNYER: AYE

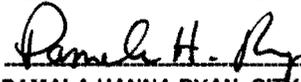
A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: OUT

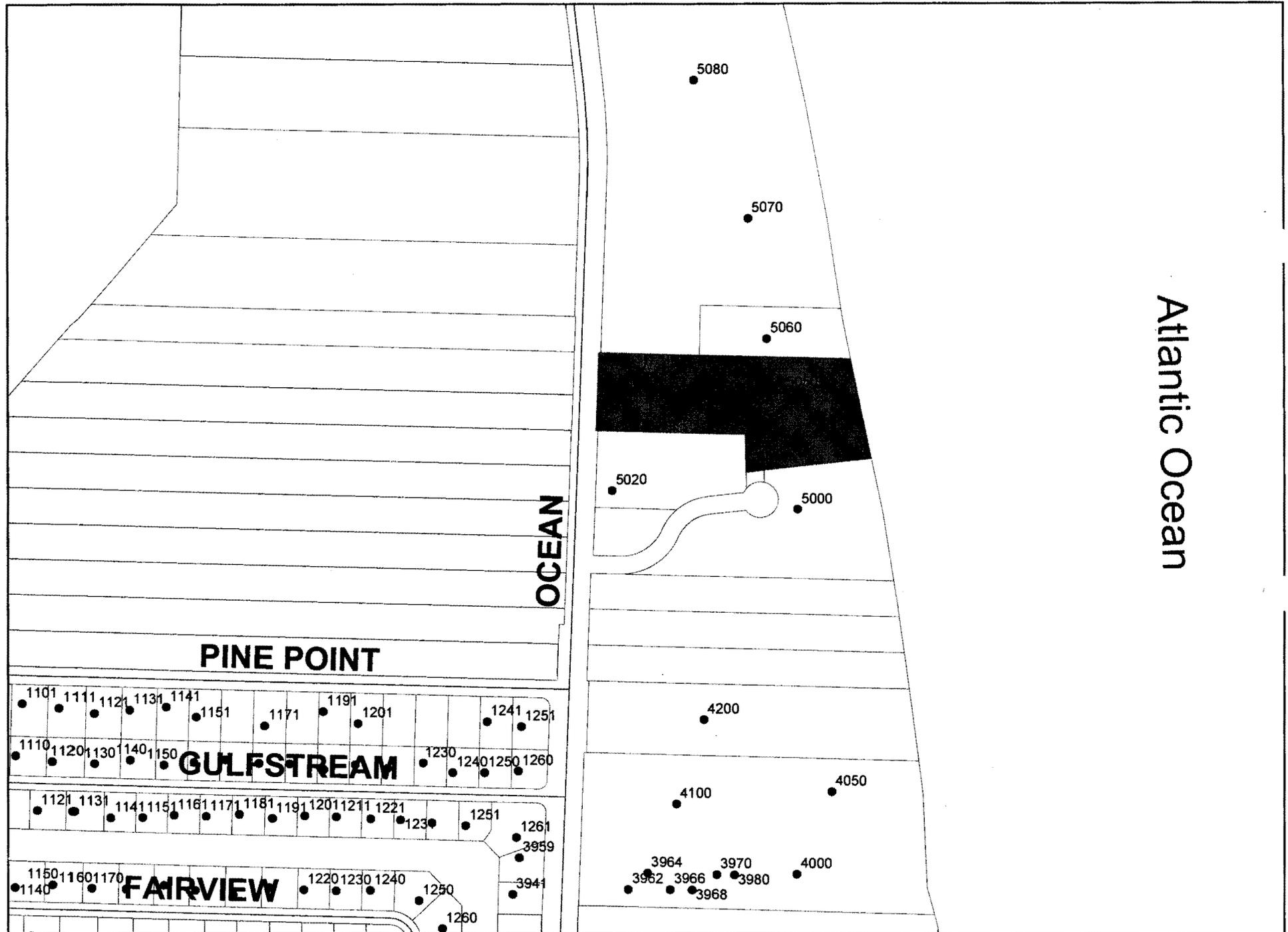
REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/25/04

Location Map: 5050 North Ocean Site Plan Amendment for 40 Condominiums



RESOLUTION NO. 210-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT THE FIFTH ANNUAL CITY OF RIVIERA BEACH JAZZ AND BLUES FESTIVAL ON THE MUNICIPAL BEACH, APRIL 1 AND APRIL, 2005 ON SINGER ISLAND; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$50,000 FROM THE GENERAL FUND CONTINGENCY AND ESTABLISH A BUDGET IN THE AMOUNT OF \$415,000 FOR THE CITY OF RIVIERA BEACH JAZZ & BLUES FESTIVAL.

WHEREAS, the City of Riviera Beach has as a goal to develop a program to improve the overall image of the City through special events and programs involving large community participation in developing a cultural and entertainment niche for the City; and

WHEREAS, the City Manager has planned and desires to conduct the Fifth Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, on Singer Island; and

WHEREAS, the Jazz and Blues Festival will be a ticketed event and vendors desiring to participate will be charged a special event fee; and

WHEREAS, the Jazz and Blues Festival requires staff support from Police, Fire, Public Works, Parks and Recreation and Waste Management; and

WHEREAS, the Jazz and Blues Festival funding is not to exceed \$415,000.

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

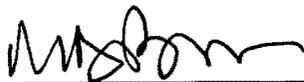
SECTION 1. That the City Manager is authorized to conduct the Fifth Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, on Singer Island.

SECTION 2. That the Finance Director is authorized to transfer funds in the amount of \$50,000 from the General Fund Contingency and establish a budget in the amount of \$415,000 for the City of Riviera Beach Jazz & Blues Festival as follows:

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

PASSED AND ADOPTED this 03 day of November, 2004.

APPROVED:



MICHAEL D. BROWN
MAYOR

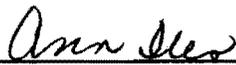


DAVID G. SCHNYER
CHAIRPERSON

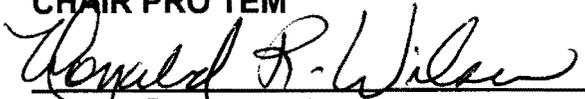
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



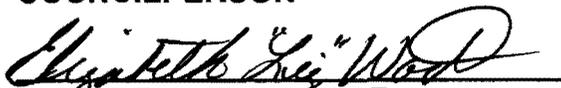
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: J. DAVIS

D. SCHNYER: AYE

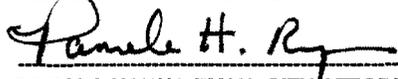
A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/27/04

RESOLUTION NO. 211-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD ACCEPTING FUNDS IN THE AMOUNT OF \$25,500 FROM THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (BCC) AND THE EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT FORMULA GRANT (BYRNE GRANT); AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$18,396 FROM THE POLICE FORFEITURE FUND BALANCE AND TRANSFER TO THE BYRNE GRANT FUND ACCOUNT (148-00-381150) AND SET UP THE GRANT'S BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the Civil Drug Court is to provide comprehensive municipal programs and services to prevent and reduce crimes associated with drug usage and abuse; and

WHEREAS, the City Council has demonstrated its support of Civil Drug Court programs through funding the departmental programs; and

WHEREAS, the Palm Beach County Board of County Commissioners (BCC) and the Criminal Justice Commission acting as the Substance Abuse Advisory Board has established the Edward Byrne Memorial State and Local Law Enforcement Assistant Formula Grant Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$25,500 and requires funds in the amount of \$18,396 to supplement the program totaling \$43,896; and

WHEREAS, the Riviera Beach Civil Drug Court is willing and capable of facilitating the program that will be created once the grant is accepted.

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 Certificate of Acceptance of Subgrant Award; accepting funds for \$25,500 from the Palm Beach County Board of County Commissioners and the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

SECTION 2: That the Finance Director is authorized to appropriate \$18,396 from the Police Forfeiture Fund Balance and transfer to the Byrne Grant Fund account 148-00-381150 to supplement the program.

SECTION 3: The Finance Director is authorized to set up budget as follows:

REVENUE

148-00-334693	Byrne Grant	\$25,500
148-00-381150	Transfer from Police Forfeiture Fund	<u>\$18,396</u>
	Total	\$43,896

EXPENDITURE

148-1618-569-0-1201	Salaries/Benefits	\$23,140
148-1618-569-0-1203	FICA Taxes	\$ 1,771
148-1618-569-0-1401	Contract Services	\$ 6,240
148-1618-569-0-4001	Travel	\$ 3,865
148-1618-569-0-4101	Commun. Svc/Telephone	\$ 1,200
148-1618-569-0-5201	Oper. Supplies	\$ 4,700
148-1618-569-0-6401	Cap. Outlay Equip.	\$ 2,500
148-1618-569-0-6404	Off. Equip. & Furn.	<u>\$ 480</u>
		\$43,896

SECTION 4: THIS RESOLUTION SHALL TAKE EFFECT UPON ITS APPROVAL AND PASSAGE BY THE CITY COUNCIL.

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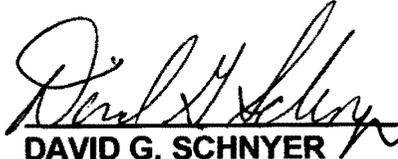
RESOLUTION NO. 211-04
PAGE 3

PASSED AND APPROVED THIS 03 day of November, 2004.

APPROVED:

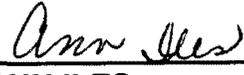


MICHAEL D. BROWN
MAYOR

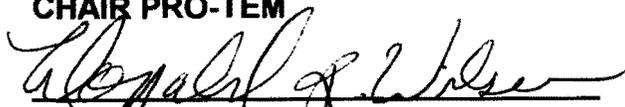


DAVID G. SCHNYER
CHAIRPERSON

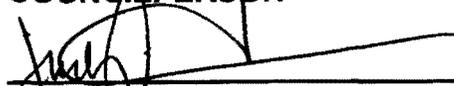
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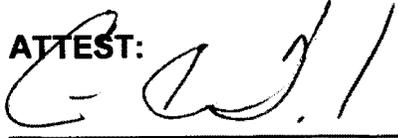
ANN ILES
CHAIR PRO-TEM



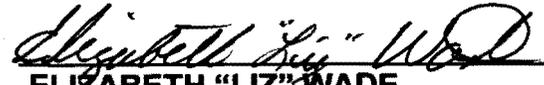
DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER AYE

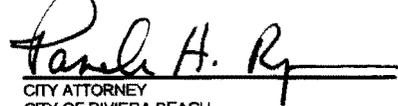
A. ILES AYE

D. WILSON AYE

J. DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. RY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/27/04

