

RESOLUTION NO. 150-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AMENDMENT TO THE UTILITY BILLING DIVISION BUDGET OF THE FINANCE DEPARTMENT BY CHANGING THE CLASSIFIED POSITION OF STAFF ASSISTANT TO THE CLASSIFIED POSITION OF CUSTOMER SERVICE CLERK AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Finance Director has determined after analyzing the functions of the position that in order to provide more efficient services to internal and external customers, it is recommended that the Utility Billing Division of the Finance Department be re-organized; and

WHEREAS, it has been deemed necessary to reclassify the Staff Assistant position to Customer Service Clerk within the Finance Department based on the changing demands for service; and

WHEREAS, the Customer Service Clerk will assist the current three (3) Customer Service Clerks in the Utility Billing Division by collecting utility fees and other revenue collections from Parks and Recreation Department, Fire Department, Police Department, the Library, etc.

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

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SECTION 1. That the following classified position be reclassified in the Utility Billing Division budget of the Finance Department:

FROM

JOB CLASSIFICATION LIST	POSITION	GRADE	SALARY
General Employees	Staff Assistant	7	\$23,833 \$36,941

TO

JOB CLASSIFICATION LIST	POSITION	GRADE	SALARY
General Employees	Customer Service Clerk	5	\$21,019 \$32,580

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

PASSED AND APPROVED this 16th day of July, 2003.

APPROVED:



MICHAEL D. BROWN
MAYOR



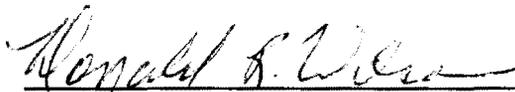
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

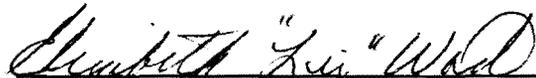


SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:



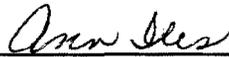
DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
COUNCILPERSON

REVIEWED FOR LEGAL SUFFICIENCY

 For
PAMALA HANNA RYAN, CITY ATTORNEY

DATE 7/9/03

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MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE out

A. ILES aye

RESOLUTION NO. 151-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 3700 BROADWAY, PLUMOSA PARK REPLAT, LTS 17, 18, S 20 FT OF LT 24 & LTS 25-30 FOR VIOLATIONS THAT ARE NOT IN COMPLIANCE FOR THE AMOUNT OF \$2,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 3700 Broadway, Lots 17, 18, South 20 ft. of Lt 24 and Lots 25-30, Plumosa Park Replat Riv Bch, was found to be in violation of the City's Code of Ordinances on February 6, 2002, pursuant to Case No. CEB 02-183; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on October 22, 2002 for non-compliance with the Special Master's Order, and

WHEREAS, Case No. CEB 02-183 is not in compliance; and

WHEREAS, the property owner agrees to pay the City's administrative costs of \$2,500.00 so that he can proceed with the proposed Winn Dixie project located in the CRA Redevelopment area; and

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

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

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

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

Section 2. The City Council hereby accepts the sum of \$2,500.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

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Pg. -2-

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

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

PASSED and APPROVED this 16th day of July, 2003.

APPROVED:

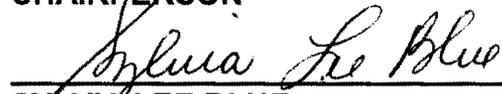


MICHAEL D. BROWN
MAYOR

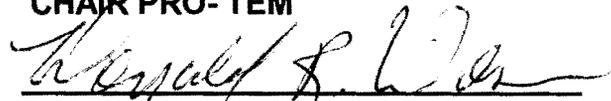
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DAVID G. SCHNYER
CHAIRPERSON



SYLVIA LEE BLUE
CHAIR PRO-TEM

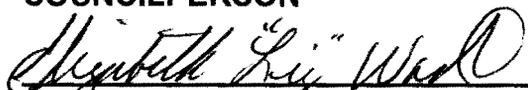


DONALD R. WILSON
COUNCILPERSON

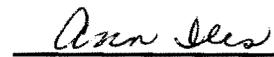
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON

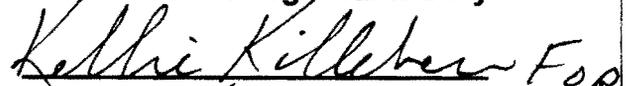


ANN ILES
COUNCILPERSON

Motioned By: D. Wilson
Seconded By: S. Blue

D. Schnyer	<u>aye</u>
S. Blue	<u>out</u>
D. Wilson	<u>aye</u>
E. Wade	<u>aye</u>
A. Iles	<u>aye</u>

Reviewed as to Legal Sufficiency



PAMALA HANNA RYAN, CITY ATTORNEY
Date: 7/11/03

RESOLUTION NO. 152-03

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 ED BIELUCH, SHERIFF OF PALM BEACH COUNTY, TO ACCEPT THE DONATION OF A SEVENTEEN FOOT 2000 SEMINOLE MARINE SAILFISH MODEL BOAT WITH A 90 YAMAHA ENGINE AND A 2000 MAGIC TILT TRAILER TO BE UTILIZED FOR LAW ENFORCEMENT OPERATIONS WHILE PATROLING CITY WATERWAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach desires to increase the presence of its police harbor patrols on the waterfront; and

WHEREAS, accepting the donation and transfer of the boat and trailer is in the best interest of the City and will enhance the City's law enforcement presence on the waterfront; and

WHEREAS, City staff recommends that the City accept the title to the 17 ft 2000 Seminole Marine Sailfish Model Boat, with a 90 Yamaha Engine, and the 2000 magic Tilt Trailer; and

WHEREAS, the City Council finds it in the best interest of the City to accept said transfer of public property.

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

Section 1: The Mayor and City Clerk are authorized to execute an agreement with Ed Bieluch, Sheriff of Palm Beach County, to accept the donation of a seventeen foot 2000 Seminole Marine Sailfish model boat with a 90 Yamaha engine and a 2000 magic tilt trailer from the Palm Beach County's Sheriff's Office.

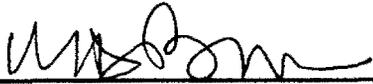
Section 2: That the above referenced boat and trailer will be utilized by the Riviera Beach Police Department to increase its harbor patrols on the City's waterfront.

Section 3: That this resolution shall take effect upon its passage by the City Council.

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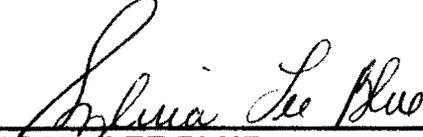
PASSED AND APPROVED this 16th day of July, 2003

APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

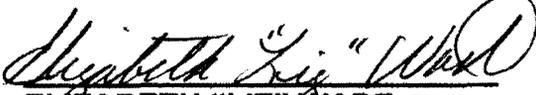
(MUNICIPAL SEAL)

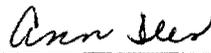

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DONALD R. WILSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: aye

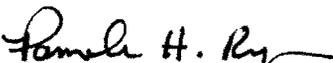
S. BLUE: out

D. WILSON: aye

WADE: aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/16/03

AGREEMENT

THIS AGREEMENT was made and entered into by and between Edward W. Bieluch, in his official capacity as Sheriff of Palm Beach County, Florida, hereinafter referred to as "SHERIFF", and the Riviera Beach Police Department, hereinafter referred to as "RIVIERA BEACH P.D.".

WHEREAS, the SHERIFF holds title to one (1) seventeen-foot boat and (1) trailer, hereinafter referred to as 'VESSEL' and 'TRAILER', respectively, and identified as follows:

VESSEL MAKE:	2000 Seminole Marine
MODEL:	Sailfish- open fish
VIN:	YSIS0225B000
TITLE:	81075894
MOTOR:	Yamaha, Serial # 6HIL358204

TRAILER MAKE:	2000 Magic Tilt
MODEL:	BIV 1719-2000
VIN:	1M5D3VR19Y1044066

WHEREAS, Riviera Beach P.D. has requested and the SHERIFF has agreed to transfer title to said VESSEL and TRAILER to Riviera Beach P.D. for the sole purpose of law enforcement usage.

IT IS HEREBY AGREED that the SHERIFF and RIVIERA BEACH P.D. will faithfully abide by and be bound by the following terms and conditions:

1. The SHERIFF agrees to transfer title to said VESSEL and registration of said TRAILER to Riviera Beach P.D. exclusively for Riviera Beach P.D.'s use in law enforcement operations in patrolling municipal waterways.

2. Riviera Beach P.D. agrees to promptly complete and file all necessary paperwork to properly effectuate transfer of title and registration of the VESSEL and TRAILER from the SHERIFF to the Riviera Beach P.D. Proof that all necessary documents have been filed with the Department of Highway Safety and Motor Vehicles shall be provided to the SHERIFF upon request.
3. Title to said VESSEL, and registration of said TRAILER, will be transferred from the SHERIFF to Riviera Beach P.D. for the limited use outlined in item 1.
4. In no event will Riviera Beach P.D. lease, loan, sell or transfer title, ownership and/or control of said VESSEL or TRAILER in any manner inconsistent with the terms and conditions set forth in the AGREEMENT or contrary to law.
5. Riviera Beach P.D. agrees to purchase liability insurance covering said VESSEL and TRAILER and agrees and understands that the SHERIFF will not assume any liability relative to the use and/or operation of said VESSEL or TRAILER.
6. During the period that title to said VESSEL vests in, and said TRAILER is registered to, Riviera Beach P.D., Riviera Beach P.D. shall hold the SHERIFF harmless from any and all claims, liabilities, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character that may arise by reason of any use of said VESSEL and TRAILER while in the possession of Riviera Beach P.D.

Boat Maintenance

	2003	2004	2005	2006
Fuel	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Oil & Filters	\$ 50.00	\$ 200.00	\$ 200.00	\$ 200.00
Insurance	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Registration	\$ 120.00	\$ -	\$ -	\$ -
General Maintenance	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	\$ 970.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00

Operationing Account

001-0822-521-0-4605

7. The VESSEL and TRAILER are being donated "as is". Riviera Beach P.D. agrees to provide all maintenance and repair servicing to said VESSEL and TRAILER and Riviera Beach P.D. agrees to pay the actual costs of said maintenance and service.
8. This AGREEMENT shall take effect upon execution by the SHERIFF and Riviera Beach P.D.

ATTEST:

EDWARD W. BIELUCH, SHERIFF
PALM BEACH COUNTY, FLORIDA

BY: *Angela Calpepp*

BY: *Edward W. Bieluch*
Edward W. Bieluch, Sheriff
or his designee

Date: 05-27-03

ATTEST:

RIVIERA BEACH POLICE DEPARTMENT

BY: *Stefan Anthony*

BY: *Clarence D. Williams*
Clarence D. Williams
Chief of Police

Date: June 9, 2003

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

BY: *Carrie E. Ward* 7/16/03
Carrie E. Ward
Master Municipal Clerk
City Clerk

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

DATE: 7/16/2003

END OF DOCUMENT

RESOLUTION NO.: 153-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH OCAMPO & ASSOCIATES INC., OF PLANTATION, FLORIDA TO PROVIDE ARCHITECTUAL AND RELATED PROFESSIONAL SERVICES FOR THE REVITALIZATION OF THE DAN CALLOWAY RECREATION COMPLEX AND IMPROVEMENTS TO VARIOUS COMMUNITY PARKS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff solicited Requests for Proposals for Architectural Services for the revitalization of the Dan Calloway Recreation Complex and improvements to various community parks; and

WHEREAS, The selection committee interviewed and evaluated four (4) firms; and

WHEREAS, The company Ocampo and Associates, Inc. of Plantation, Florida was selected as the top ranking firm to provide Architectural and related professional services for the Dan Calloway Recreation Complex and various community parks.

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

SECTION 1. That the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to negotiate an agreement with Ocampo & Associates, Inc. to provide Architectural and related professional services for the Dan Calloway Recreation Complex and various community parks.

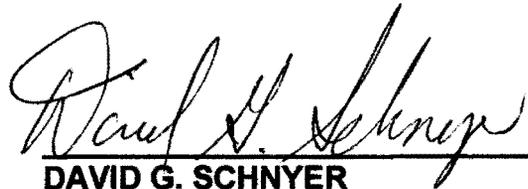
SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 16th day of July 2003

APPROVED:



**MICHAEL D. BROWN
MAYOR**



**DAVID G. SCHNYER
CHAIRPERSON**

ATTEST:



**CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK**



**SYLVIA LEE BLUE
CHAIR PRO TEM**



**DONALD R. WILSON
COUNCILPERSON**



**ELIZABETH "LIZ" WADE
COUNCILPERSON**



**ANN ILES
COUNCILPERSON**

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: aye

S. BLUE: out

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/16/03

RESOLUTION NO. 154-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE UTILITY AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE REPLACEMENT OF A 10" WATER MAIN AND SEWER FORCE MAINS ON BLUE HERON BOULEVARD (SR #708) AT THE INTERCHANGE OF I-95; AND A 10" WATER MAIN AT MLK, JR. BOULEVARD AND THE I-95 OVERPASS; THE COST OF THE PROJECT IS BEING ABSORBED BY THE FEDERAL HIGHWAY ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The "FDOT" has initiated the replacement of a water main and sewer force mains located on Blue Heron Boulevard (SR #708) at the interchange of I-95 and the replacement of a 10" water main at MLK, Jr. Boulevard and I-95 overpass; and

WHEREAS, the Utilities Department has sanitary and potable water mains crossing I-95 at both MLK Boulevard and Blue Heron Boulevard. These utilities are being replaced at no cost to the City; and

WHEREAS, the Federal Highway Administration will finance the project; and

WHEREAS, staff recommends that City Council approve the Resolution and authorize the Mayor and City Clerk to enter into the Utility Agreement between the "FDOT" to replace the mains located on Blue Heron Boulevard (SR #708) at the interchange from east of MLK Jr. Boulevard to I-95 and a 10" water main at MLK, Jr. Boulevard and the I-95 overpass.

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

SECTION 1: That the City Council hereby approves the FDOT Utility Agreement submitted by the Florida Department of Transportation for the replacement of a 10" water main and sewer force mains.

SECTION 2: That the City Council authorizes the Mayor and City Clerk to execute the aforementioned agreement with the parties named above.

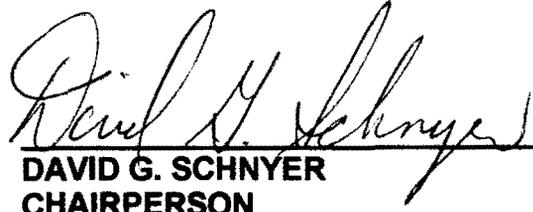
SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED on this 16th day of July, 2003.

APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



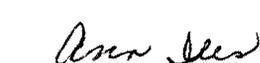
SYLVIA LEE BLUE
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/16/03

RESOLUTION NO. 155-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AGREEING TO PARTICIPATION IN THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION; AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION; AUTHORIZING THE BORROWING OF NOT EXCEEDING \$2,000,000 PURSUANT TO THE TERMS OF THE LOAN AGREEMENT IN ORDER TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS WITHIN THE CITY, INCLUDING THE REIMBURSEMENT OF CERTAIN COSTS INCURRED BY THE CITY IN CONNECTION THEREWITH, IF ANY; AUTHORIZING THE EXECUTION OF A LOAN NOTE OR LOAN NOTES TO EVIDENCE SUCH BORROWING AND AGREEING TO SECURE SUCH BORROWING WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECT SUCH BORROWING; APPROVING AMENDMENT OF THE 2002-2003 CAPITAL PROGRAM BUDGET AND LOAN DOCUMENTS TO INCLUDE THE ADDITIONAL PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Local Government Finance Commission, hereinafter referred to as "the Commission" has been established for the principal purpose of issuing commercial paper notes in order to provide funds to loan to public agencies, such as the City of Riviera Beach, sometimes hereinafter referred to as the "Public Agency", desiring to finance the cost of acquiring, constructing and equipping capital improvements and to finance other governmental needs; and

WHEREAS, in furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A (Governmental Issue)" and shall loan the proceeds of such Series A Notes to public agencies, including the Public Agency; and

WHEREAS, pursuant to the authority of the Act, the Commission has agreed to loan, from time to time, to the Public Agency such amounts as shall be authorized herein and in the Loan Agreement in order to enable the Public Agency to finance, refinance and/or reimburse the costs of the acquisition, construction and equipping of various capital

PAGE 2

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improvements, including Project A-1, and the Public Agency desires to borrow such amounts from the Commission subject to the terms and conditions of the Loan Agreement; and

WHEREAS there is presently a need by the Public Agency to finance the acquisition, construction and equipping of Project A-1 and the most cost-effective means by which to finance Project A-1 is by use of moneys obtained pursuant to the Program by means of the Loan; and

WHEREAS, the Public Agency is authorized under and pursuant to the Act to enter into the Loan Agreement for the purposes set forth therein; and

WHEREAS, the Public Agency hereby determines that the provision of funds by the Commission to the Public Agency in the form of the Loan pursuant to the terms of the Loan Agreement and the financing of the costs of Project A-1 will assist in the development and maintenance of the public welfare of the residents of the Public Agency, and shall serve a public purpose by improving the health and living conditions, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs; and

WHEREAS, the Loan shall be repaid solely from the Designated Revenues described in the Loan Agreement. Such Designated Revenues shall include moneys derived from a covenant to budget and appropriate legally available Non-Ad Valorem Revenues. The ad valorem taxing power of the Public Agency will never be necessary or authorized to make the Loan Repayments; and

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Note or Notes to be issued evidencing Loan No. A-1-1, the complexity of the transactions relating to such Note or Notes and the uniqueness of the Program, it is in the best interest of the Public Agency to deliver the Note or Notes to the Commission pursuant to the Program by a negotiated sale pursuant to Section 218.385(1), Florida Statutes, allowing the Public Agency to utilize the Program in which it participates from time to time and to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Public Agency to obtain the best possible price, issuance costs and interest rate for such Note or Notes.

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

SECTION 1. DEFINITIONS. Unless the context of use indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings.

"Act" means, collectively, Part I, Chapter 166, Florida Statutes, Part I, Chapter 163, Florida Statutes, the City Charter of the Public Agency and all other applicable provisions of law.

"Additional Payments" means the payments required to be made by the Public Agency pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05 and 6.06(e) of the Loan Agreement.

"City Clerk" means the City Clerk of the Public Agency and such other person as may be duly authorized to act on his or her behalf.

"Commission" means the Florida Local Government Finance Commission, and any assigns or successors thereto.

"Council" means the City Council of the Public Agency.

"Designated Revenues" means (1) Public Agency Moneys budgeted and appropriated for purposes of payment of the Loan Repayments and any other amounts due under the Loan Agreement, and (2) the proceeds of the Loan pending the application thereof.

"Finance Director" means the Finance Director of the Public Agency and such other person as may be duly authorized to act on his or her behalf.

"Loan" means the loan to be made by the Commission to the Public Agency from proceeds of the Series A Notes in accordance with the terms of this Resolution and of the Loan Agreement.

"Loan Agreement" means the Loan Agreement, in substantially the form attached hereto as Exhibit C, between the Public Agency and the Commission, pursuant to which the Commission will loan a portion of the Series A Notes proceeds to the Public Agency, as the same may be amended and supplemented.

"Loan No. A-1" means the Loan designated "Loan No. A-1," the proceeds of which shall be used to finance Project A-1.

"Loan Note" means a note of the Public Agency evidencing the obligations incurred under the Loan Agreement by the Public Agency on account of a Draw made in regard to a Loan, which shall be in substantially the form provided in Exhibit I to the Loan Agreement.

"Loan Rate" has the meaning set forth in the Loan Agreement.

"Loan Repayments" or **"Repayments"** means the payments of principal and interest at the Loan Rate on the Loan amounts payable by the Public Agency pursuant to the provisions of the Loan Agreement and all other payments, including Additional Payments, payable by the Public Agency pursuant to the provisions of the Loan Agreement.

"Mayor" means the Mayor of the Public Agency and such other person as may be duly authorized to act on his or her behalf.

"Non-Ad Valorem Revenues" means all legally available revenues of the Public Agency derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required in the Loan Agreement, but only after provision has been made by the Public Agency for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Public Agency or which are legally mandated by applicable law.

"Program" means the Pooled Commercial Paper Loan Program established by the Commission.

"Project A-1" means the various capital improvements described in Exhibit B attached hereto, as the same may be amended or modified from time to time.

"Public Agency" means the City of Riviera Beach, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida, sometimes referred to herein as "City."

"Public Agency Moneys" shall mean the moneys budgeted and appropriated by the Public Agency for payment of the Loan Repayments and any other amounts due hereunder

PAGE 5

RESOLUTION NO. 155-03

from Non-Ad Valorem Revenues pursuant to the Public Agency's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of the Loan Agreement.

"Repayment Schedule" means the schedule of Repayments of the Loan as provided in Exhibit A attached hereto, as the same may be amended or modified from time to time.

"Resolution" means this Resolution, as the same may from time to time be amended, modified or supplemented.

"Series A Notes" means the Commission's Pooled Commercial Paper Notes, Series A (Governmental Issue), to be issued from time to time by the Commission.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 3. AGREEMENT TO PARTICIPATE IN PROGRAM. Adoption of this Resolution will constitute an agreement of the Public Agency to participate in the Program pursuant to the terms of the Loan Agreement.

SECTION 4. AUTHORIZATION OF LOAN AGREEMENT. In connection with the Loan, the Public Agency hereby authorizes and directs the Mayor to execute, and the City Clerk to attest under the seal of the Public Agency, the Loan Agreement, and to deliver the Loan Agreement to the Commission for its execution. All of the provisions of the Loan Agreement, when executed and delivered by the Public Agency as authorized herein and when duly authorized, executed and delivered by the Commission, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein, and the Loan Agreement shall be in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, omissions and additions, including the date of such

Loan Agreement, as may be approved by the Mayor. Execution of the Loan Agreement by the Mayor shall be deemed to be conclusive evidence of approval of such changes.

SECTION 5. TERMS OF LOAN. The Public Agency hereby approves of the Loan in an aggregate principal amount of not exceeding \$2,000,000 for the purposes of providing the Public Agency with sufficient funds to finance, refinance or reimburse the costs of Project A-1. The Mayor and the City Clerk are hereby authorized to execute, seal and deliver on behalf of the Public Agency a Loan Note or Notes and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan as provided in the Loan Agreement. The Loan Notes shall reflect the terms of the Loan or draws made on account of the Loan and shall be substantially in the form attached to the Loan Agreement as Exhibit I. The Finance Director shall determine the date of funding of Loan No A-1 and the amount thereof in accordance with the terms of the Loan Agreement as appropriate to finance Project A-1 and is permitted by the Loan Agreement. The Repayment of the Loan or the draws made on account of the Loan shall be made in accordance with the Repayment Schedule provided in Exhibit A attached hereto and the terms of the Loan Agreement or at such other time or times as shall be determined by the Finance Director and shall be permitted by the Loan Agreement. Draws made in regard to the Loan shall bear interest at the Loan Rate in accordance with the terms of the Loan Agreement. The Public Agency further agrees to make all Loan Repayments required of it pursuant to the terms of the Loan Agreement. The letter of credit fee with respect to the Loan shall equal 50 basis points or such other amount as may be agreed upon between the Public Agency and Wachovia Bank.

SECTION 6. AUTHORIZATION/AMENDMENT OF PROJECT A-1. The Public Agency does hereby authorize the acquisition, construction and equipping of Project A-1 and the reimbursement of any costs incurred by the City with respect to Project A-1 that are approved by Bond Counsel to the Program and approve amendment of the 2002-2003 Capital Program Budget to include the additional projects as listed in Exhibit B.

SECTION 7. SECURITY FOR THE LOAN. The Public Agency's obligation to repay the Loan will be secured by a pledge of and lien upon the Designated Revenues in accordance with the terms of the Loan Agreement. The obligation of the Public Agency to repay the Loan shall not be deemed a pledge of the faith and credit or taxing power of the Public Agency and such obligation shall not create a lien on any property whatsoever of or in the Public Agency other than the Designated Revenues.

SECTION 8. GENERAL AUTHORITY. The members of the Council and the officers, attorneys and other agents or employees of the Public Agency are hereby authorized to do all acts and things required of them by this Resolution and the Loan Agreement, or

PAGE 7

RESOLUTION NO. 155-03

desirable or consistent with the requirements of this Resolution and the Loan Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, and each member, employee, attorney and officer of the Public Agency or its Council is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

SECTION 9. SEVERABILITY. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

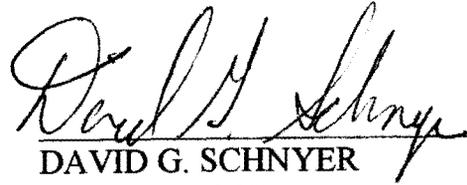
PASSED AND APPROVED this 16th day of July, 2003.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED:

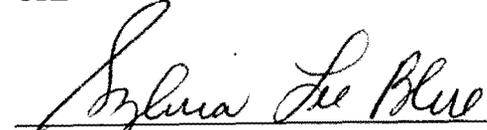


MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

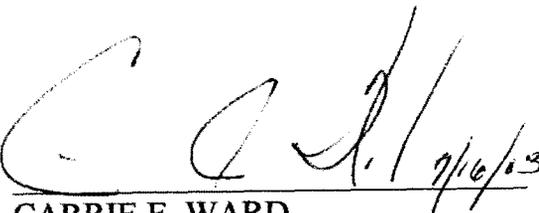


SYLVIA LEE BLUE
CHAIR PRO-TEM

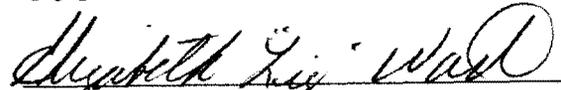
ATTEST:



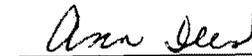
DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER aye

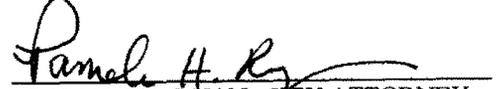
S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/16/03

EXHIBIT A

PROPOSED REPAYMENT SCHEDULE

The principal of Loan No. A-1-1 shall be repaid as follows:

<u>Date</u>	<u>Amount</u>
March 7, 2006	\$500,000
September 5, 2006	500,000
March 6, 2007	500,000
September 4, 2007	500,000

Interest on the Loan shall be paid monthly in accordance with the terms and provisions of the Loan Agreement. Additional Payments shall also be made in accordance with the Loan Agreement.

EXHIBIT B

DESCRIPTION OF PROJECT A-1

Project A-1 shall include, but not be limited to, the following:

1. Computer Replacements
2. GIS Strategic Plan
3. Demolition
4. Playground Equipment
5. Landscaping – Parks
6. Vehicle Replacement – Tractor – Parks
7. Rescue Vehicle Replacement – Fire
8. Fire apparatus
9. Fire bunker gear
10. Various vehicles
11. Technology enhancements
12. Space Utilization Study
13. Professional Services for Police Relocation
14. Congress Lakes
15. Advance notification system
16. Tate/Dan Calloway Improvements
17. Land Acquisition
18. Aquatic Facility Addition

EXHIBIT C

FORM OF LOAN AGREEMENT

RESOLUTION NO. 156-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CLOSING DOCUMENTS FOR THE PURCHASE OF A 5500SF (55X110FT) VACANT LOT ADJACENT TO GOODMARK PARK (ACREHOME PARK, 2ND ADDITION, LOTS 43 AND 44, BLOCK 6); AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$13,000 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 001-0203-519-5999 TO THE GENERAL ADMINISTRATION BUDGET ACCOUNT NO. 001-0203-519-0-6101; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is desirous of improving and expanding Goodmark Park;
and

WHEREAS, the 5500 square foot lot adjacent to Goodmark Park is vacant, undeveloped and available for sale; and

WHEREAS, the City desires to purchase this lot, (Acrehome park, 2nd addition, lots 43 and 44, block 6) for \$13,000 for the expansion of the park; 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 City Council authorizes the transfer of \$13,000 from general fund contingency 001-0203-519-5999 to general administration budget no. 001-0203-519-0-6101

Section 2. The City Council hereby authorizes the purchase of (Acrehome park, 2nd addition, lots 43 and 44, block 6).

Section 3. The City Manager is hereby authorized to sign the closing documents for the purchase of (Acrehome park, 2nd addition, lots 43 and 44, block 6) lot adjacent to Goodmark Park.

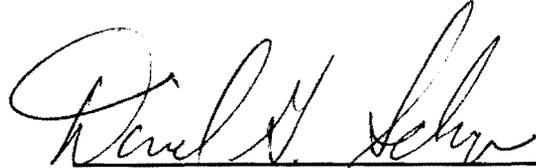
Section 4. This resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 16th day of July, 2003.

APPROVED:

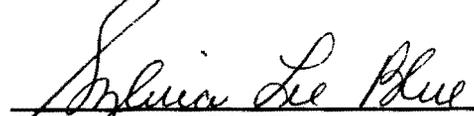


MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

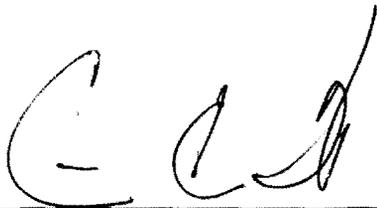


SYLVIA LEE BLUE,
CHAIR PRO-TEM

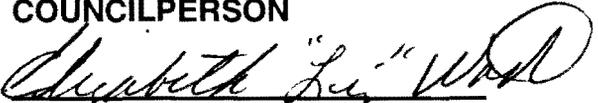
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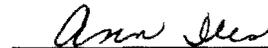
DONALD R. WILSON,
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE,
COUNCILPERSON



ANN ILES,
COUNCILPERSON

Motioned By: D. Wilson

Seconded By: E. Wade

D. Schnyer aye

S. Blue aye

D. Wilson aye

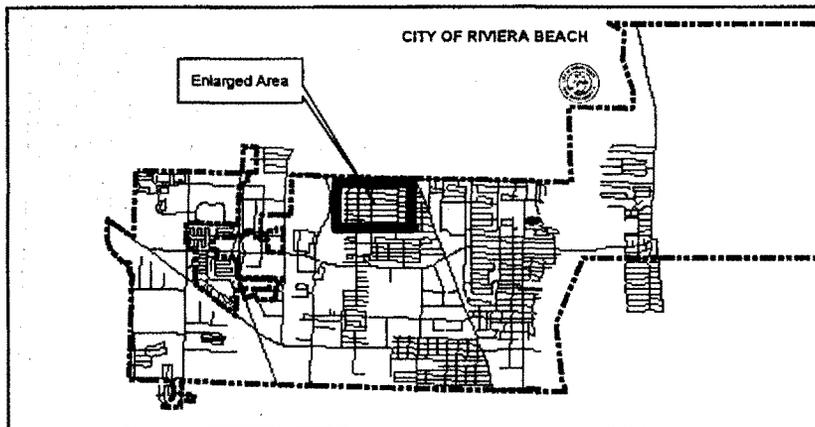
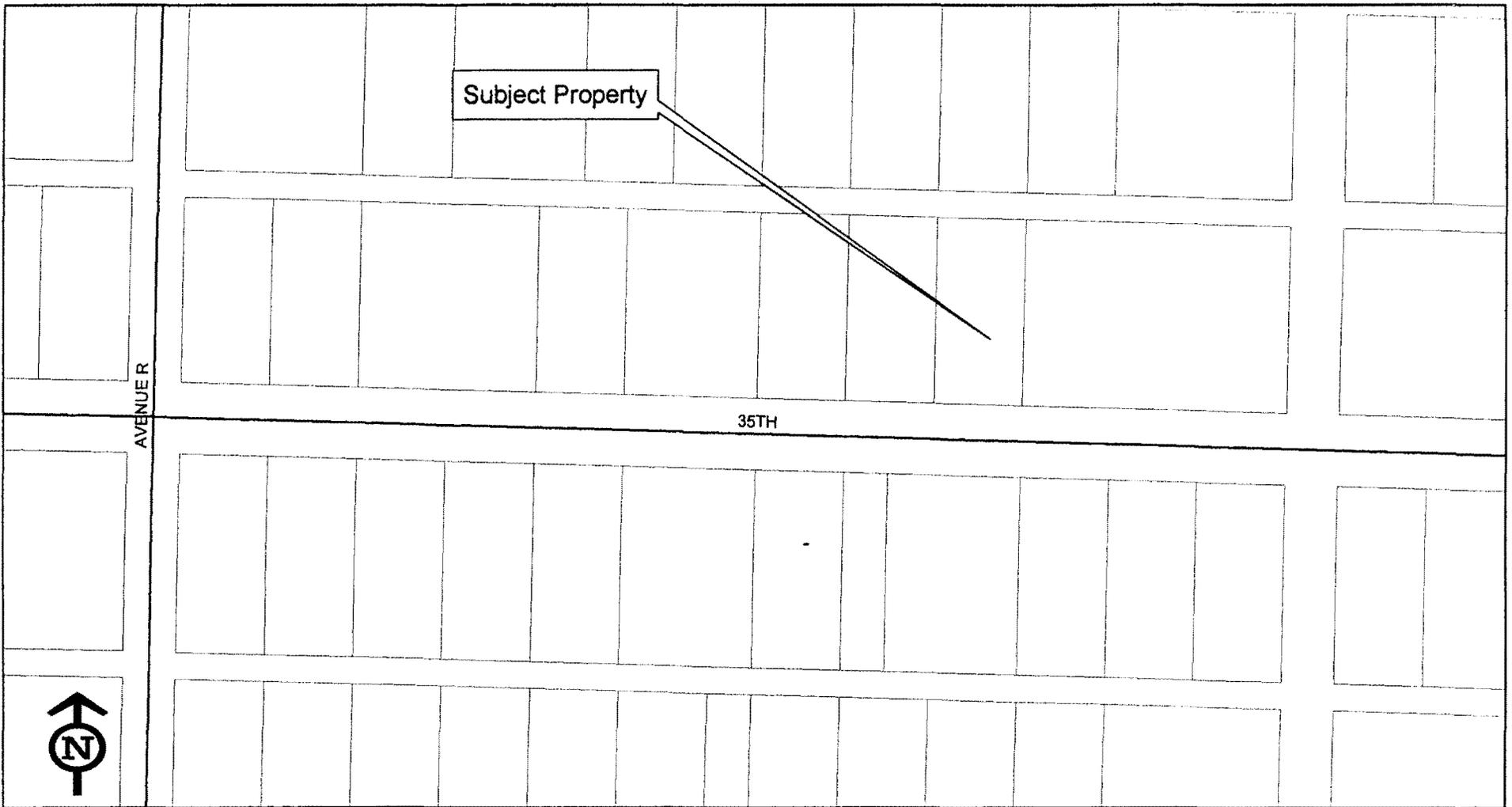
E. Wade aye

A. Iles aye

Reviewed as to Legal Sufficiency


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 7/9/03



LOCATION MAP
 Vacant Lot - 35th Street
 PCN 56-43-42-29-03-006-0430

Legend	
	Parcel Boundary
	Street Center Line
	Municipal Boundary

Map Created on July 7, 2003
 by the City of Riviera Beach Community Development Dept.

D:\projects\engineering\35th street\location map_35th Street.mxd

03-867J
YOUR #N03 072 1

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
CITY OF RIVIERA BEACH)

ASSESSMENT CERTIFICATE

The undersigned City Clerk of the City of Riviera Beach, Palm Beach County, Florida, hereby certify that below are charges for assessments due to the City of Riviera Beach, Florida, against the following described property hereto:

Listed Owner: BROWN, SHIRLEY
Property Address: WEST 35TH STREET (VACANT)
Folio Number: 56 43 42 29 03 006 0430
Property Legal: ACREHOME PARK #2, BLK 6, LTS 43 & 44

**PLEASE BE ADVISED AS OF JULY 15, 2003, THERE IS A LOT
CLEANING/LOT CLEARING LIEN DUE (\$151.00) ON THE ABOVE
PROPERTY.**

Please be advised for immediate issuance of a satisfaction of lien, submit payment by cashier's check or cash. Payment by check will result in a ten business day delay.

Also, be advised that this certificate does not necessarily mean that there are no current or outstanding bills due on this property.

In witness whereof, I have set my hand and affixed the seal of the City of Riviera Beach, Florida, this 15TH day of July, 2003.

(SEAL)

CITY OF RIVIERA BEACH



Carrie E. Ward,
Master Municipal Clerk
City Clerk

RESOLUTION NO. 157-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ESTABLISHING A MAXIMUM MILLAGE RATE OF TEN (10.00) MILLS FOR FISCAL YEAR 2003-2004.

WHEREAS, the City of Riviera Beach is required to establish a maximum millage rate before July 31, 2003; and

WHEREAS, in their July 9, 2003 millage and budget workshop, City Council reached a consensus to establish ten (10.00) mills as the maximum millage rate for 2003-2004.

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

SECTION 1. That the City Council hereby establishes ten (10.00) mills as the maximum millage levy for fiscal year 2003-2004.

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

PASSED AND APPROVED this 16th day of July, 2003.

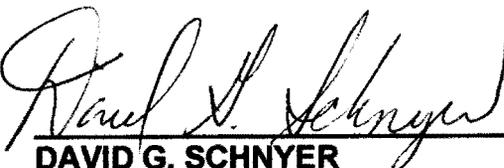
APPROVED:

(SIGNATURES ON FOLLOWING PAGE)

APPROVED:



MICHAEL D. BROWN
MAYOR

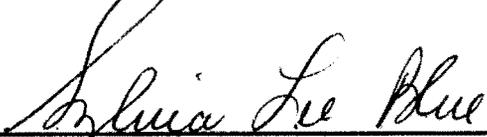


DAVID G. SCHNYER
CHAIRPERSON

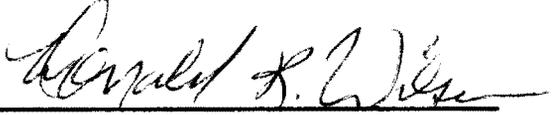
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



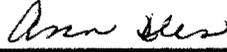
SYLVA LEE BLUE
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

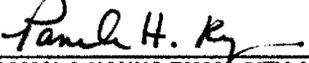
S. BLUE: nay

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/16/03

RESOLUTION NO. 158-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPOINTING THE RIVIERA BEACH COMMUNITY COALITION PREVENTION POLICY BOARD AND AUTHORIZING STAFF IN COLLABORATION WITH THE RIVIERA BEACH COMMUNITY COALITION TO SUBMIT A FLORIDA DEPARTMENT OF JUVENILE JUSTICE TITLE V GRANT APPLICATION REQUESTING FUNDS IN THE AMOUNT OF \$200,000.00. THE GRANT REQUIRES A MINIMUM MATCH OF \$100,000.00. THE CITY WILL PROVIDE CASH MATCH IN THE AMOUNT OF \$20,000.00 THE CITY AND THE COALITION WILL PROVIDE THE BALANCE OF \$80,000.00 IN IN-KIND SERVICES.

WHEREAS, A group of neighborhood residents and service providers have formed a Prevention Policy Board called the Riviera Beach Community Coalition to mobilize the community and direct prevention efforts; and

WHEREAS, The Florida Department of Juvenile Justice has an Office of Justice and Delinquency Prevention (OJJDP) Title V Community Delinquency Prevention Grant Program to help communities develop collaborative, community-based delinquency prevention planning efforts ; and

WHEREAS, The Title V grant program requires communities to form a Prevention Policy Board that will identify community risk and protective factors against delinquency; and

WHEREAS, The Title V grant program requires the board to develop a comprehensive delinquency plan, including strategies to reduce the priority risk factors and strengthen the protective factors identified; and

WHEREAS, The Title V grant requires a minimum of 50% local match, which may be cash or in-kind services; and

WHEREAS, The Riviera Beach Community Coalition has developed a comprehensive delinquency plan, including strategies to reduce the priority risk factors and strengthen the protective factors identified; and

RESOLUTION NO. 158-03

PAGE 2

WHEREAS, The City in collaboration with the Riviera Beach Community Coalition is desirous of submitting an application to the Title V grant program for funding of in the amount of 200,000.00; and

WHEREAS; The City Manager will allocate the \$20,000.00 local cash match for FY2003-2004 and the City and the Riviera Beach Community Coalition will fund the balance of \$80,000.00 in in-kind services.

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

SECTION 1. The City Council appoints the attached list as members of the Riviera Beach Community Coalition Prevention Policy Board.

SECTION 1. The staff in collaboration with the Riviera Beach Community Coalition Prevention Policy Board is authorized to submit the Florida Department of Juvenile Justice Title V Community Delinquency Prevention Grant Application in the amount of \$200,000.

SECTION 2. The City Manager is authorized to allocate the \$20,000 in local cash match and \$80,000 in in-kind services in FY 2003-04 and two (2) subsequent years.

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

PASSED AND APPROVED this 16th day of July, 2003.

APPROVED:



MICHAEL D. BROWN
MAYOR

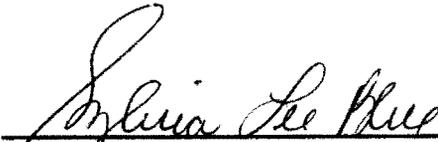


DAVID G. SCHNYER
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



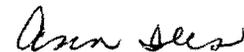
SYLVIA LEE BLUE
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/16/03

RESOLUTION NO. 159-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY ACCEPTING FUNDS IN THE AMOUNT OF \$7,260 FOR PARTIAL REIMBURSEMENT OF THE PURCHASE OF A WAY TRACTOR MOWER .

WHEREAS, Palm Beach County has agreed to reimburse the City for expenses related to maintenance of the City's right of ways.

WHEREAS, the City recently purchased a Way Tractor Mower for this purpose from the Capital Improvement Fund in the amount of \$24,172; and

WHEREAS, in order to get partially reimbursed the City has to enter into an interlocal agreement with the County.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement on behalf of the City accepting funds in the amount of \$7,260 from Palm Beach County.

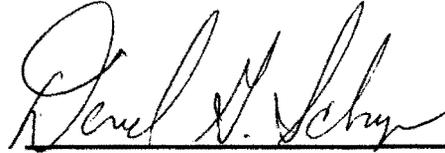
SECTION 2. That the Finance Director is authorized to deposit funds in the General Fund.

PASSED AND APPROVED this 16th day of July 2003.

APPROVED:

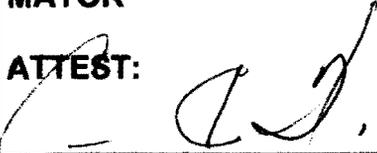


MICHAEL D. BROWN
MAYOR

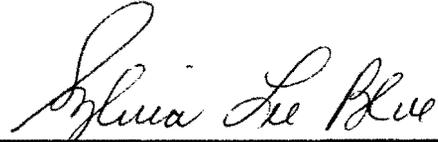


DAVID G. SCHNYER
CHAIRPERSON

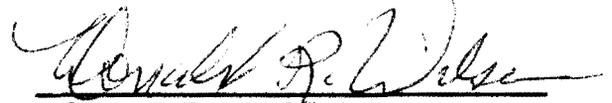
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



SYLVIA LEE BLUE
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN/CITY ATTORNEY

DATE: 7/16/03

R200. 1314

INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE CITY OF RIVIERA BEACH
FOR PURCHASE OF A
ROAD RIGHT OF WAY TRACTOR MOWER

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of
SEP 09 2003, 2003, by and between **PALM BEACH COUNTY**, a political subdivision
of the State of Florida, hereinafter referred to as "**COUNTY**", and the **City of Riviera
Beach**, a municipal corporation of the State of Florida, hereinafter, "**CITY**".

WITNESSETH:

WHEREAS, the **CITY** is purchasing a road right of way tractor mower to maintain
road right of way, within **CITY** limits, hereinafter referred to as "**PURCHASE**"; and

WHEREAS, the **PURCHASE** of the right of way tractor mower will contribute to the
maintenance of road rights of way, within **CITY** limits; and

WHEREAS, the **COUNTY** believes that these efforts by the **CITY** serve a public
purpose in the enhancement of the roads within the **CITY** limits and wishes to support the
CITY's efforts to make the **PURCHASE** by providing reimbursement funding for the
documented cost of the **PURCHASE** in an amount not to exceed **SEVEN THOUSAND
AND TWO HUNDRED SIXTY DOLLARS (\$7,260.00)**; and

WHEREAS, after purchase of the right of way mower, the **CITY** will be responsible
for the maintenance of the **PURCHASE**; and

WHEREAS, the **COUNTY** and **CITY** are authorized to enter into this Agreement
pursuant to Section 163.01, Florida Statutes, which permits local government units to make
the most efficient use of their powers by enabling them to cooperate with other
governmental entities on a basis of mutual advantage.

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

1. The above recitals are true, correct and are incorporated herein.
2. The **COUNTY** agrees to provide to the **CITY** reimbursement funding
for documented cost of the **PURCHASE** in an amount not to exceed **SEVEN THOUSAND
TWO HUNDRED AND SIXTY DOLLARS (\$7,260.00)**.

3. The **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 2 for costs associated with the **PURCHASE**, upon the **CITY's** submission of acceptable documentation needed to substantiate their costs for the **PURCHASE**. The **COUNTY** will use its best efforts to provide said funds to the **CITY** on a reimbursement basis within forty-five days (45) days of receipt of all information required in Paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **CITY** agrees to assume all responsibility for bidding, contract preparation, and contract administration for the **PURCHASE** pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor necessary for the **PURCHASE**. The **CITY** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (Pages 1 and 2), which are required for each and every reimbursement to the **CITY**. Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **CITY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the Program Financial Officer for the **CITY** shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** as indicated.

7. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CITY** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary upon reasonable notice to the **CITY**.

8. The **CITY** agrees to be responsible for the all maintenance during the useful life of the right of way tractor mower following the **PURCHASE**.

9. The **PURCHASE** shall be completed and final invoices submitted to the **COUNTY** no later than September 30, 2004, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. The **CITY** recognizes that it is an independent contractor, and not an agent or servant of the **COUNTY** or its Board of County Commissioners. In the event a claim or lawsuit is brought against the **COUNTY**, its officers, employees, servants or agents, relating to the **PURCHASE** or any item which is the responsibility of the **CITY**, the **CITY** hereby agrees to indemnify, save and hold harmless the **COUNTY**, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgements of any type whatsoever arising out of or relating to the existence of the **PURCHASE** or the performance by the **CITY** as may relate to this Agreement. The **CITY** agrees to pay all costs, attorney's fees and expenses incurred by the **COUNTY**, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of the **COUNTY**.

11. The **CITY** shall, at all times during the term of this Agreement (the **PURCHASE**), maintain its status as an insured municipal incorporation.

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

13. In the event of termination, the **CITY** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the contract by the **CITY**; and the **COUNTY** may withhold any payment to the **CITY** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

14. The **CITY**'s termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

15. The COUNTY and CITY agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of the Agreement.

16. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

17. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416

AS TO THE CITY

City of Riviera Beach
Ms. Karen Hoskins, Finance Department
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

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

19. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

20. Except as expressly permitted herein to the contrary, no modification,

amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

21. Each party agrees to abide by all laws, orders, rules and regulations and the **CITY** will comply with all applicable governmental codes in **PURCHASE** of the right of way mower.

22. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

23. The **CITY** shall promptly notify the **COUNTY** of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

24. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

25. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

27. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

28. This Agreement shall take affect upon execution and the effective date shall be the date of execution.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

R2003 1314

CITY OF RIVIERA BEACH

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Mayor

By: [Signature]
Chair SEP 09 2003

ATTEST:

ATTEST:

By: [Signature] 7/8/03
City Clerk

DOROTHY H. WILKINSON, CLERK
By: [Signature]
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Asst. City Attorney

By: [Signature]
Assistant County Attorney

Date: 7/11/03

Date: 9/2/03

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

Date: 8/7/03

RESOLUTION NO. 160-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH HARBOR LIGHTS CASINO CRUISES TO OPERATE AN INTERNATIONAL WATER GAMING CRUISE SHIP FROM THE CITY OF RIVIERA BEACH MUNICIPAL MARINA FOR ONE YEAR WITH A TENTATIVE OPENING DATE OF SEPTEMBER 1, 2003; SAID AGREEMENT TO BE SUBMITTED TO CITY COUNCIL AT THE AUGUST 6, 2003 MEETING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach wishes to enter into a lease agreement with Harbor Lights Casino Cruises; and

WHEREAS, the lease agreement will allow Harbor Lights Casino Cruises to utilize the Riviera Beach Municipal Marina as home port for the Company's international day-cruise ship ; and

WHEREAS, the lease agreement will be for a term of one year with a tentative start date of September 1, 2003; 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 authorizes the City Manager to negotiate an agreement with Harbor Lights Casino Cruises for the purpose of utilizing the City of Riviera Beach Municipal Marina as home port for operating an international casino cruise ship.

SECTION 2. That a signed agreement will be submitted for final approval at the August 6, 2003 regular Council meeting.

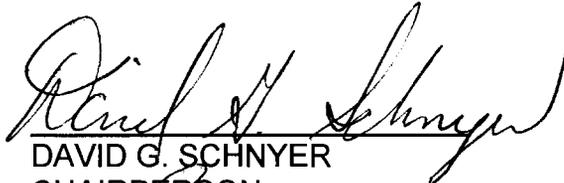
SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

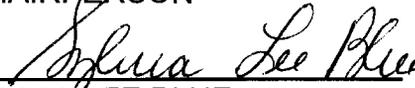
PASSED and ADOPTED this 16th day of July, 2003.

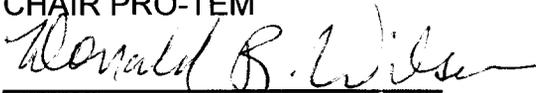
APPROVED:


MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

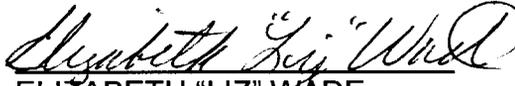

DAVID G. SCHNYER
CHAIRPERSON

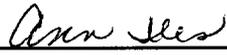

SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER nay

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL
SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

Date _____

mem
7/16/03

RESOLUTION NO. 161-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE DONATION OF \$2,500 FROM THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-0817-521-0-4801 TO THE RIVIERA BEACH CIVIL DRUG COURT FOR THE PURCHASE OF BACK TO SCHOOL SUPPLIES.

WHEREAS, the City of Riviera Beach Civil Drug Court is having a back to school supply drive for children who live in the City.

WHEREAS, the City Council and the Police Department are desirous of making this drive a success and are willing to contribute \$2,500 from the Law Enforcement Trust Fund.

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

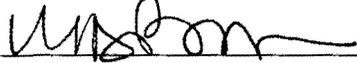
SECTION 1. That the Mayor and Finance Director are authorized to donate \$2,500 from the Law Enforcement Trust Fund account number 150-0817-521-0-4801 to the Riviera Beach Civil Drug Court back to school supply drive.

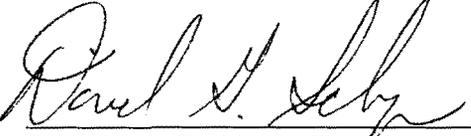
SECTION 2. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 16th day of July 2003.

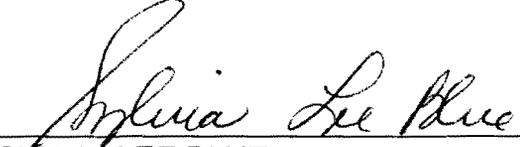
(SIGNATURES ON FOLLOWING PAGE)

APPROVED:

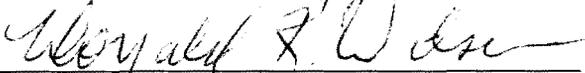

MICHAEL D. BROWN,
MAYOR

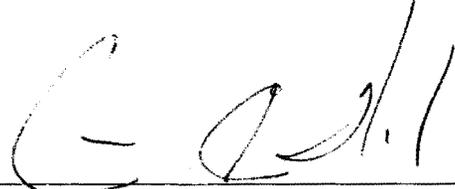

DAVID G. SCHNYER,
CHAIRPERSON

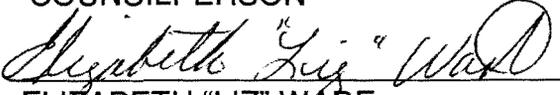
(MUNICIPAL SEAL)

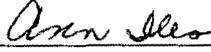

SYLVIA LEE BLUE,
CHAIR, PRO-TEM

ATTEST:


DONALD R. WILSON
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE

RESOLUTION NO. 162-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DESIGNATING THE CITY OF RIVIERA BEACH ANNUAL STATE OF THE CITY DINNER TO BE NAMED "THE MAYNARD H. JACKSON ANNUAL STATE OF THE CITY DINNER".

WHEREAS, the Honorable Maynard H. Jackson, who was the featured speaker for the City's Inaugural State of the City Dinner in November, 2000, has continuously proven himself to be a loyal friend, advisor and supporter of the City of Riviera Beach; and

WHEREAS, the Honorable Maynard H. Jackson's successful record of asking the right questions, focusing on the bottom line and delivering measurable results has been of significant benefit to the City of Riviera Beach; and

WHEREAS, the Honorable Maynard H. Jackson's advice, leadership, and example has benefited the City of Riviera Beach.

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

Section 1. That the Annual State of the City Dinner for the City of Riviera Beach will be named "The Maynard H. Jackson Annual State of the City Dinner".

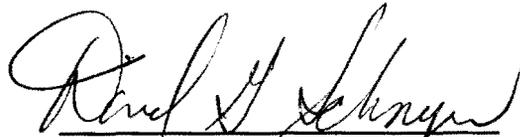
Section 2. That a copy of this resolution will be forwarded to the Jackson Family.

Section 3. That this resolution shall take effect immediately upon its approval.

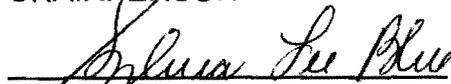
PASSED and ADOPTED this 16th day of July, 2003.

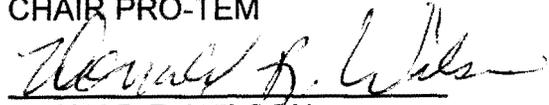
APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

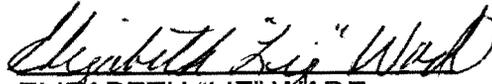
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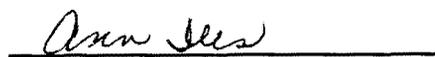

SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL
SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

Date _____

mem
7/16/03

MEMORIAL

FROM THE OFFICE OF THE MAYOR
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

*Do not follow where the path may lead. Go instead where
there is no path and leave a trail.*

WHEREAS, the hearts of the Mayor, City Council, Administrative Staff, Employees and Citizenry of the City of Riviera Beach were deeply saddened to hear of the passing of the **Honorable Maynard H. Jackson**; and

WHEREAS, we consider it not an imposition to alter our previously scheduled activities in order to pay tribute to such a great man; and

WHEREAS, the **Honorable Maynard H. Jackson**, who was the featured speaker for the City's Inaugural State of the City Dinner in November 2000, has continuously proven himself to be a loyal friend, advisor and supporter of the City of Riviera Beach; and

WHEREAS, the **Honorable Maynard H. Jackson's** successful record of asking the right questions, focusing on the bottom line and delivering measurable results has been of significant benefit to the City of Riviera Beach; and

WHEREAS, we will forever miss the **Honorable Maynard H. Jackson's** influence and direction as we endeavor to complete the mission he has laid out for our City.

NOW THEREFORE, Be It Resolved That, I, Michael D. Brown, Mayor, on behalf of the City Council, Administrative Staff, Employees and Citizenry of the City of Riviera Beach, express sincere condolences to the Family of the **Honorable Maynard H. Jackson** and the Staff of Jackson Securities, Inc.

BE IT ALSO RESOLVED THAT, I have directed that the flags at the City of Riviera Beach Municipal Complex be lowered to half-mast for a period of one week in memory of the **Honorable Maynard H. Jackson**.

BE IT FURTHER RESOLVED THAT, We offer the following words of encouragement to the family - *"His beautiful smile may now be a memory and the touch of his hands has strayed, but think him still as the same; for the **Honorable Maynard H. Jackson** is not dead, he is just away."*

***Humbly Submitted This twenty-eighth Day
of June, Two Thousand Three, A.D.***

Michael D. Brown, *Mayor*

Carrie E. Ward, *Master Municipal Clerk*

RESOLUTION NO. 163-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT TO MARTIN FENCE COMPANY TO INSTALL HEAVY DUTY CHAIN LINK FENCE AND DECORATIVE IRON FENCE AT CONGRESS LAKES SUBDIVISION AT A COST OF \$37,337.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 309-0716-519-0-6301; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Martin Fence Company, hereinafter called the Contractor, has entered into a contract with Broward County, Number T203033B1 for installing chain link fence; and

WHEREAS, the Contractor is willing to install chain link fence at Congress Lakes along the east boundary lines for the unit price stated in the contract with Broward County for \$16,593; and

WHEREAS, the Contractor has submitted a proposal with costs similar to a previous bid received by the City for Sugarhill Cemetery Fencing Project to install decorative iron fence at the northwest boundary lines at Congress Lakes for \$20,744.00.

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

SECTION 1. The contract with Martin Fence Company for installing chain link fence and decorative iron fence at Congress Lakes is approved at a total cost of \$37,337.00

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

SECTION 3. The Finance Director is authorized to make payment of \$37,337.00 from account number 309-0716-519-0-6301.

SECTION 4. This resolution shall take affect upon its approval by the City Council.

RESOLUTION NO. 163-03
PAGE 2

Approved August 6, 2003

APPROVED:


MICHAEL D. BROWN,
MAYOR

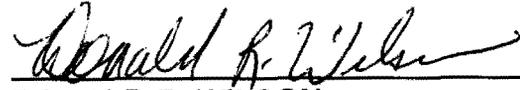

DAVID G. SCHNYER
CHAIRPERSON

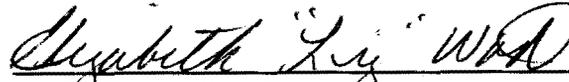
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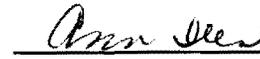
Absent
SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DONALD R. WILSON
COUNCILPERSON

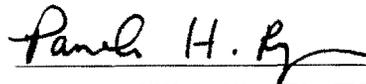

ELIZABETH "LIZ" WADE
COUNCILPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: Wilson

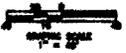
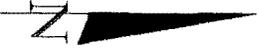
SECONDED BY: E. Wade

D. SCHNYER: aye
S. BLUE: absent
D. WILSON: aye
E. WADE: aye
A. ILES: aye

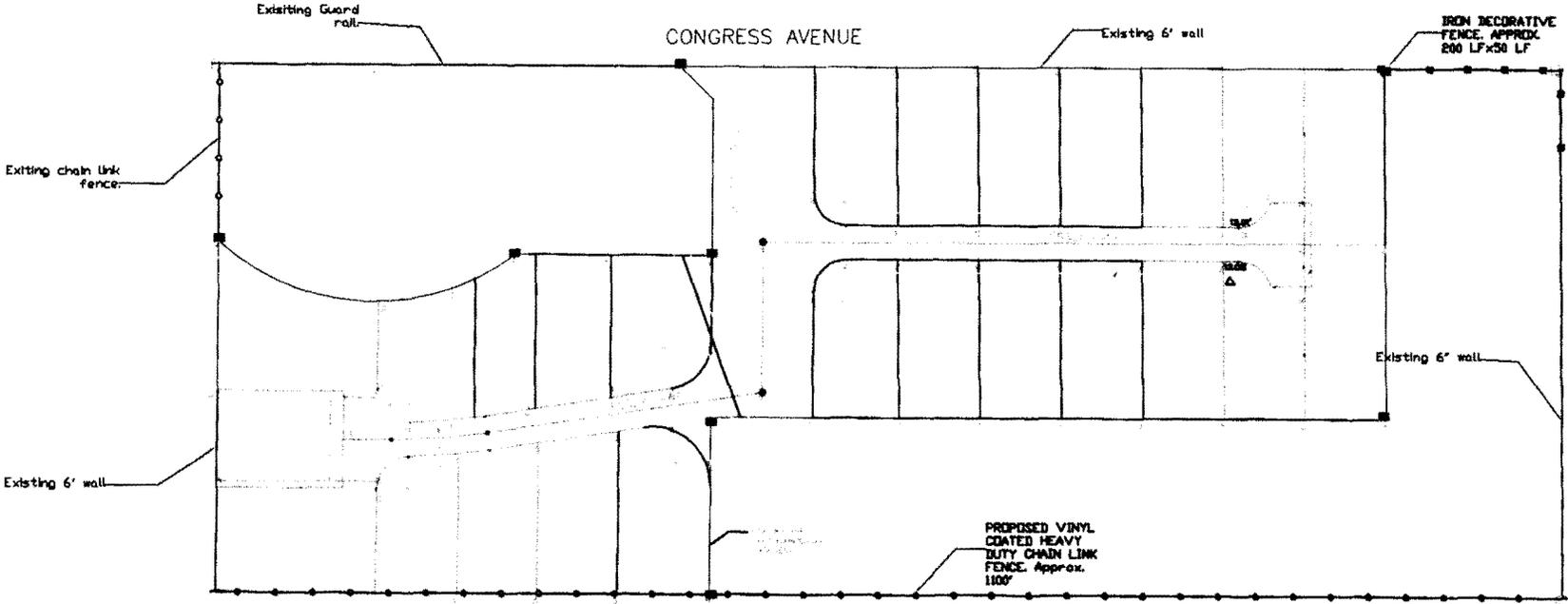
REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 7/28/03

CONGRESS LAKES

LOCATION MAP



JULY 2003 SHEET 1 of 1



CONGRESS LAKES			
DATE	BY	CHK	DATE REVISION
07/03	JK	JK	07/03 1 OF 1

RESOLUTION NO. 164-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AGREEING TO ACCEPT FUTURE MAINTENANCE AND OTHER ATTENDANT COSTS FOR ANY PORTION OF THE PROJECT ON THE CITY'S ROADWAY SYSTEM, OCCURRING AFTER COMPLETION OF OTTED EDTF #01-0250A, MILLENNIUM YACHTS GRANT PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City submitted an application for an Economic Development Transportation Fund (EDTF) Grant to the State of Florida, Office of Tourism, Trade, and Economic Development (OTTED) on behalf of Millenium Luxury Coach and Yachts; and

WHEREAS, the purpose of the EDTF grant is to provide monetary assistance to cities to assist in improving their transportation facilities for the expansion of businesses; and

WHEREAS, the City was awarded an EDTF grant for 2 Million Dollars for improvements to US Highway One to assist with the expansion of Millennium Yachts facility; and

WHEREAS, the Agreement with OTTED requires the City to agree to accept future maintenance and other attendant costs for any portion of the project on the City's roadway system occurring after completion of OTTED EDTF #01-0250A Millennium Yachts Grant Project; and

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

Section 1. The City Council hereby agrees to accept future maintenance and other attendant costs for any portion of the project on the City's roadway system occurring after completion of OTTED EDTF #01-0250A Millennium Yachts Grant Project;

Section 2. This resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 6th day of August, 2003.

APPROVED:

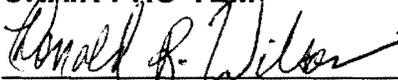

MICHAEL D. BROWN,
MAYOR

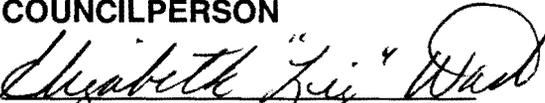

DAVID G. SCHNYER,
CHAIRPERSON

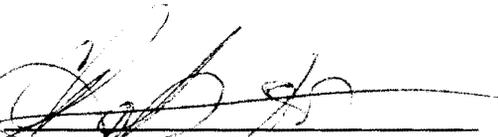
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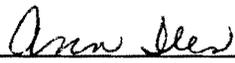
Absent
SYLVIA LEE BLUE,
CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON,
COUNCILPERSON


ELIZABETH "LIZ" WADE,
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

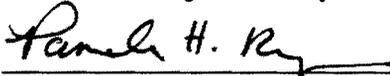

ANN ILES,
COUNCILPERSON

Motioned By: Wilson

Seconded By: E. Wade

D. Schnyer aye
S. Blue absent
D. Wilson aye
E. Wade aye
A. Iles aye

Reviewed as to Legal Sufficiency


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 7/24/03

RESOLUTION NO. 165-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF PALVENCA, INC. V. THE CITY OF RIVIERA BEACH, CASE NUMBER 03-01607 AA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SETTLEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff commenced proceedings before the Nuisance Abatement Board to abate nuisances at property located at 2924 Avenue S, Riviera Beach, Florida (hereinafter "premises"), which was owned by Palvenca, Inc.; and

WHEREAS, the premises were being leased as a convenience store commonly known as "Sam's Food Mart"; and

WHEREAS, on January 31, 2003, City staff caused Sam's Food Mart to be closed to the public, pending a hearing before the Nuisance Abatement Board; and

WHEREAS, Palvenca filed a lawsuit against the City seeking injunctive relief (both temporary and permanent) related to the closing of Sam's Food Mart to have the mart reopened; and

WHEREAS, the Court denied Palvenca's request for temporary injunctive relief after an evidentiary hearing on February 26, 2003; and

WHEREAS, the City Council, sitting as the Nuisance Abatement Board, and Palvenca amicably agreed in March 2003, to resolve all issues relating to the closing of the premises pending City Council approval of the settlement agreement; and

WHEREAS, City staff recommends that City Council approve the settlement agreement where Palvenca agrees, among other things, to abate the nuisance and engage the services of an off-duty police officer for at least 28 hours per week for a period of one year.

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

SECTION ONE. That the City Council hereby authorizes settlement in the matter of Palvenca, Inc. v. the City of Riviera Beach, in Case Number 03-01607 AA.

SECTION TWO. That the Mayor and City Clerk are authorized to execute the "Settlement Agreement and Full and Final Release" on behalf of the City, a copy of which is attached hereto and made a part of this resolution.

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

RESOLUTION NO. 165-03
PAGE 2.

PASSED AND APPROVED this 6th day of August, 2003.

APPROVED:



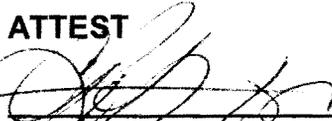
MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

[MUNICIPAL SEAL]

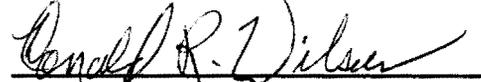
ATTEST



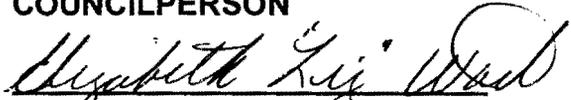
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Absent

SYLVIA LEE BLUE
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



ANN ILES
COUNCILPERSON

MOTIONED BY: Wilson

SECONDED BY: E. Wade

D. SCHNYER: aye

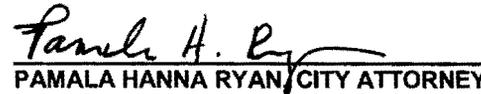
S. BLUE: absent

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/03

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

This Settlement Agreement and Full and Final Release is made this _____ day of March, 2003, by and between TAHIA S. AYESH (hereinafter "MS. AYESH"), who is the owner of the property located at 2924 Avenue S, Riviera Beach, Florida (hereinafter "the premises"), PALVENCA, INC. (hereinafter "PALVENCA"), a corporation that has a lease to operate a convenience store commonly known as "Sam's Food Mart" at the premises located at 2924 Avenue S., Riviera Beach, Florida (hereinafter "the premises"), and the CITY OF RIVIERA BEACH (hereinafter "CITY").

WHEREAS, the CITY has commenced proceedings before the Nuisance Abatement Board to abate nuisances at the premises located at 2924 Avenue S, Riviera Beach, Florida, and the CITY has asserted that premises have, on more than two occasions within a six-month period, been the site of the unlawful sale or delivery of a controlled substance, which constitutes a public nuisance pursuant to Section 11-183 of Riviera Beach Ordinance and pursuant to Section 893.138 (2)(b), Florida Statutes; and

WHEREAS, on January 31, 2003, the CITY caused Sam's Food Mart to be closed to the public, pending a hearing before the City's Nuisance Abatement Board, Case # NU 03-004, (hereinafter the "NAB proceeding");

WHEREAS, PALVENCA commenced a lawsuit against the CITY in the Fifteenth Judicial Circuit in Palm Beach County, Case No.: CA 03-01607 AA, seeking injunctive relief related to the CITY'S closing of Sam's Food Mart on January 31, 2003, and seeking to have Sam's Food Mart

reopened (hereinafter the "lawsuit");

WHEREAS, the Court denied Plaintiff's request for temporary injunctive relief after an evidentiary hearing held on February 26, 2003;

WHEREAS, the parties wish to amicably resolve all issues relating to the closing of the premises, relating to the lawsuit, and relating to the NAB proceeding;

WHEREAS, the CITY wishes to ensure that all of the alleged public nuisances at the premises are abated;

NOW THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

I. ABATEMENT OF THE NUISANCE

1. PALVENCA agrees to abate the nuisance at the premises. At a minimum, PALVENCA shall take all reasonable action to discourage the buying, selling, and/or consumption of controlled substances at the premises. To assist in abating the nuisance PALVENCA agrees:

A. PALVENCA shall engage the services of off-duty police officers to be stationed at the premises for a minimum of 28 hours per week for a period of one year. Specifically, PALVENCA agrees that there shall be an off-duty police officer on duty every day that the store is open for a minimum of two hours per day. PALVENCA shall determine when the officers are stationed at the store, however, said officers must be on the premises at the following times:

1. On all days that school is in session, for the two hour period between 7:00 a.m. and 9:00 a.m.
2. On all days that school is in session, for the two hour period between

2:00 p.m. and 4:00 p.m.

B. PALVENCA shall contact the City's Police Department Off-Duty Overtime Coordinator each Wednesday to schedule the off-duty officers for the upcoming week.

C. The City's Chief of Police and PALVENCA have the authority to alter the schedule of officers from that set forth herein provided any such change be in writing signed by the Chief of Police and PALVENCA, provided that the officers are assigned for a minimum of twenty-eight (28) hours each week. Further, after September 15, 2003, upon the written request of PALVENCA, the City's Chief of Police shall have the discretion, but not the duty, to reduce the minimum number of hours officers are assigned to no less than twenty hours each week.

D. To fully cooperate with the police in prosecuting crimes that occur on the premises including identifying to the police unwanted individuals who are trespassing.

E. To remove all coverings on the windows at the store facing Avenue S, including but not limited to, all posters, displays or any other material that would obstruct or hinder visibility into the store from the parking lot. However, PALVENCA may have advertisements on the windows providing that: 1) The top of the advertising is no more than four feet from the floor; and 2) That there be at least two areas (each at least five feet in width) where there is no advertising or other obstruction to visibility.

F. To remove the pay phone located at the premises by April 15, 2003. .

G. To comply with all laws and ordinances.

2. MS. AYESH agrees to abate the nuisance at the premises. At a minimum, MS. AYESH shall take all reasonable action to ensure that PALVENCA complies with:

A. The terms of this Agreement.

- B. All laws.
- C. All ordinances of the City of Riviera Beach.
- D. The lease between MS. AYESH and PALVENCA.

The action that MS. AYESH shall take, in the event that PALVENCA does not comply with the terms of this Agreement, or permits a nuisance to exist at the premises, includes, but is not limited to, commencing legal proceedings to evict PALVENCA from the premises.

II. REOPENING

3. The premises may be reopened by PALVENCA at any time after March 13, 2003, provided the provisions of section one above have been complied with.

III. RETURN OF PROPERTY

4. The parties agree that all property removed from the premises by the City's Police officers, and which PALVENCA is entitled to have returned, has been returned. PALVENCA hereby relinquishes any claim it may have to the return of any property which is still in the possession of the City's Police Department. PALVENCA is not waiving any rights they may have to defend any criminal charges related to items seized by the Police Department pursuant to the search warrant.

IV. RELEASE

5. The purpose of this Agreement and Full and Final Release is to fully and finally resolve any and all prior and existing disputes and controversies between the parties and to terminate any and all claims that PALVENCA, or any of its owners, shareholders, partners, heirs, executors, administrators or successors now has or may have against the CITY, including but not limited to, the CITY'S current or former employees, agents, attorneys, board members, or representatives -

in both their official and individual capacities, - herein collectively referred to as "CITY", including, but not limited to, those claims related to the closing of the premises or the seizure of the property, or proceedings before the City's Nuisance Abatement Board, including, but not limited to, those claims set forth in, or claims which may have been asserted, in the case of PALVENCA, INC. v. CITY OF RIVIERA BEACH, Case No.: CA 03-01607 AA.

6. PALVENCA does hereby, unconditionally and irrevocably agree not to commence, initiate or participate in any manner in any action, lawsuit, proceeding or other matter against, or adverse to, the CITY related to the closing of the premises on January 31, 2003, or related to the seizure of property by the CITY.

7. PALVENCA does hereby, unconditionally and irrevocably release and forever discharge the CITY, including, but not limited to, the CITY'S current or former employees, agents, attorneys, board members, or representatives - in both their official and individual capacities, from any and all causes of action, claims, grievances, suits, sums of money, or demands whatsoever, known or unknown, at law, in equity, or before any agency or commission of any local, state or federal government, including, but not limited to, claims related to the closing of the premises on January 31, 2003, or relating to the seizure of certain property by the CITY, including, but not limited to, those claims set forth in, or claims which may have been asserted in, the case of PALVENCA, INC. v. CITY OF RIVIERA BEACH, Case No.: CA 03-01607 AA, including, but not limited to, claims, causes or action or claims arising, alleged to have arisen, or which might have been alleged to have arisen, or which may arise, under any law including, but not limited to, federal, state, county or municipal laws including, but not limited to, any claims under any public policy, contract, or common law, including but not limited to, any tort claims (e.g. negligent or intentional

infliction of emotional distress, defamation, assault, battery, false imprisonment, etc.), or any federal or state constitutional or statutory claims that PALVENCA, ever had, now has, or which its owners, shareholders, partners, heirs, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have for or by reason of any cause whatsoever, including but not limited to, all issues involving the negotiation and execution of this Release. PALVENCA acknowledges that the waiver and release provisions of this Release also bars any claim or demand for costs, fees or other expenses including, but not limited to, attorney's fees incurred or claimed in connection with any claims it may have against the CITY. PALVENCA further acknowledges and agrees that the listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive. Accordingly, PALVENCA acknowledges and agrees that this Release constitutes a full and final bar to any and all claims of any type that it had or now has against the CITY.

8. PALVENCA states and acknowledges that it has entered into this Agreement and Full and Final Release knowingly, voluntarily and of its own free will, that it has had the opportunity to consult an attorney or other advisor prior to executing this Agreement and Full and Final Release, and that it has so consulted with an attorney, and that it fully understands and agrees with all of the terms of this Agreement and Full and Final Release. PALVENCA acknowledges that it has had a sufficient amount of time to consider this Agreement and Release, in accordance with all federal and state laws.

V. RELEASE BY MS. AYESH

9. The purpose of this Agreement and Full and Final Release is to fully and finally resolve any and all prior and existing disputes and controversies between the parties and to terminate any and all claims that MS. AYESH, or any of her partners, heirs, executors, administrators or

successors now has or may have against the CITY, including but not limited to, the CITY'S current or former employees, agents, attorneys, board members, or representatives - in both their official and individual capacities, - herein collectively referred to as "CITY", including, but not limited to, those claims related to the closing of the premises or the seizure of property, or proceedings before the City's Nuisance Abatement Board, including, but not limited to, those claims set forth in, or claims which may have been asserted, in the case of PALVENCA, INC. v. CITY OF RIVIERA BEACH, Case No.: CA 03-01607 AA.

10. MS. AYESH does hereby, unconditionally and irrevocably agree not to commence, initiate or participate in any manner in any action, lawsuit, proceeding or other matter against, or adverse to, the CITY related to the closing of the premises on January 31, 2003, or related to the seizure of property by the CITY.

11. MS. AYESH does hereby, unconditionally and irrevocably release and forever discharge the CITY, including, but not limited to, the CITY'S current or former employees, agents, attorneys, board members, or representatives - in both their official and individual capacities, from any and all causes of action, claims, grievances, suits, sums of money, or demands whatsoever, known or unknown, at law, in equity, or before any agency or commission of any local, state or federal government, including, but not limited to, claims related to the closing of the premises on January 31, 2003, or related to the seizure of certain property by the CITY, including, but not limited to, those claims set forth in, or claims which may have been asserted in, the case of PALVENCA, INC. v. CITY OF RIVIERA BEACH, Case No.: CA 03-01607 AA, including, but not limited to, claims, causes or action or claims arising, alleged to have arisen, or which might have been alleged to have arisen, or which may arise, under any law including, but not limited to, federal, state, county

or municipal laws including, but not limited to, any claims under any public policy, contract, or common law, including but not limited to, any tort claims (e.g. negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, etc.), or any federal or state constitutional or statutory claims that MS. AYESH ever had, now has, or which its owners, shareholders, partners, heirs, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have for or by reason of any cause whatsoever, including but not limited to, all issues involving the negotiation and execution of this Agreement and Release. MS. AYESH acknowledges that the waiver and release provisions of this Agreement and Release also bars any claim or demand for costs, fees or other expenses including, but not limited to, attorney's fees incurred or claimed in connection with any claims it may have against the CITY. MS. AYESH further acknowledges and agrees that the listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive. Accordingly, MS. AYESH acknowledges and agrees that this Agreement and Release constitutes a full and final bar to any and all claims of any type that she had or now has against the CITY.

12. MS. AYESH states and acknowledges that she has entered into this Agreement and Full and Final Release knowingly, voluntarily and of her own free will, that she has had the opportunity to consult an attorney or other advisor prior to executing this Agreement and Full and Final Release, and that she has so consulted with an attorney, and that she fully understands and agrees with all of the terms of this Agreement and Full and Final Release. MS. AYESH acknowledges that she has had a sufficient amount of time to consider this Agreement and Release, in accordance with all federal and state laws.

V. NOTICE OF FUTURE VIOLATIONS

13. The CITY shall provide notice of any future alleged nuisance or code enforcement violation at the premises to both MS. AYESH and PALVENCA. Notice to PALVENCA shall be sufficient if delivered to either Caled Hamed or Falastain Hamed or to any employee at Sam's Food Mart provided a copy of the notice is mailed to Mr. Falastain Hamed at Sam's Food Mart, 2924 Avenue S., Riviera Beach, Florida.

VI. DISMISSAL OF NUISANCE ABATEMENT BOARD ACTION

14. The parties agree that Case No: NU03-004 pending before the Nuisance Abatement Board shall be dismissed with prejudice, with each party to bear their own fees and costs.

VII. DISMISSAL OF CIRCUIT COURT ACTION

15. The parties agree that Case No: CA 03-01607 AA, pending before the Fifteenth Judicial Circuit, shall be dismissed with prejudice, with each party to bear their own fees and costs. The parties will request that the Circuit Court retain jurisdiction for one year to enforce the terms of this Agreement.

VIII. GENERAL

16. It is understood and agreed by PALVENCA and MS. AYESH that this Agreement does not constitute an admission by the CITY of the violation of any laws, rules or policies.

17. The terms of this Agreement are contractual and not a mere recital and no other contract, promise or inducement has been made to or by any party other than as set forth herein.

18. Venue of any litigation between the parties shall be in Palm Beach County, Florida, and this Agreement and Release shall be governed by the laws of the State of Florida.

19. It is understood and agreed that, should any provisions of this Agreement or any part thereof, be rendered or declared invalid by any decree of court of competent jurisdiction, all other

provisions of this Agreement shall remain in full force and effect.

20. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

21. This Agreement shall not be construed against the Party who drafted the same. All Parties to this Agreement and Release have obtained legal counsel of their choosing to advise them regarding the Release.

22. PALVENCA has read, understands and has fully considered this Agreement and is desirous of entering into said Agreement. The terms of this Agreement are the product of mutual negotiation and compromise between PALVENCA and the CITY. Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive thereby the benefits set forth above, PALVENCA freely and knowingly, and after due consideration, enters into this Agreement and Release intending to waive, settle and release all claims PALVENCA has or might have against the CITY.

23. MS. AYESH has read, understands and has fully considered this Agreement and is desirous of entering into said Agreement. The terms of this Agreement are the product of mutual negotiation and compromise between MS. AYESH and the CITY. Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive thereby the benefits set forth above, MS. AYESH freely and knowingly, and after due consideration, enters into this Agreement and Release intending to waive, settle and release all claims MS. AYESH has or might have against the CITY.

IN WITNESS WHEREOF, PALVENCA has set its hand and seal.

[Handwritten Signature]

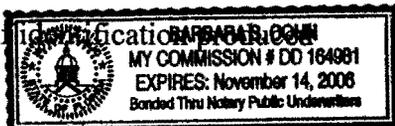
PALVENCA, INC.
By: Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 31st day of March, 2003, by Caled
Hamed.

[Handwritten Signature: Barbara O. Cohn]
NOTARY PUBLIC

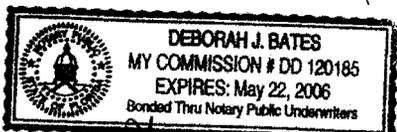
Personally known or produced identification _____. Type of _____.



IN WITNESS WHEREOF, MS. AYESH has set her hand and seal.

[Handwritten Signature: Tahia Aysh]
TAHIA S. AYESH

Sworn to and subscribed before me this 10 day of ^{April} ~~March~~, 2003, by Tahia
Aysh.



[Handwritten Signature: Deborah J. Bates]
NOTARY PUBLIC

Personally known or produced identification _____. Type of identification produced _____.

The CITY hereby sets its hand and seal

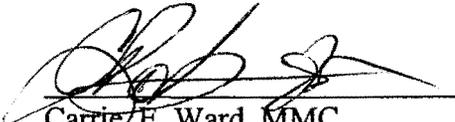


CITY OF RIVIERA BEACH

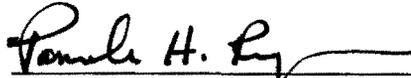
By: Michael D. Brown
Mayor

Attest: *CLAUDENE L. ROBINSON*
FOR

Approved as to form and legal sufficiency:



Carrie E. Ward, MMC
City Clerk



Pamala H. Ryan, City Attorney

RESOLUTION NO. 166-03

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 CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROVIDING ENGINEERING SERVICES TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 16, 2003, the City of Riviera Beach advertised for proposals from engineering firms to provide civil, traffic, transportation and environmental engineering services; and

WHEREAS, seven proposals were received and a review committee found that Kimley-Horn and Associates, Inc. is the highest qualified firm; and

WHEREAS, the City desires to enter into a contract with Kimley-Horn and Associates, Inc. for providing engineering services to the City.

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

SECTION 1 The Mayor and City Clerk are authorized to execute the contract with Kimley-Horn and Associates, Inc.

SECTION 2 This resolution shall take effect upon its passage.

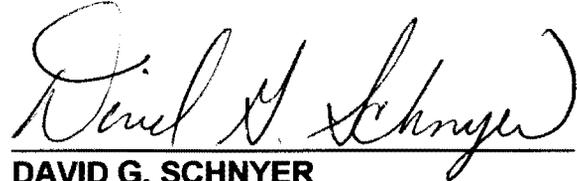
RESOLUTION NO. 166-03
PAGE 2

Approved August 6, 2003

APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

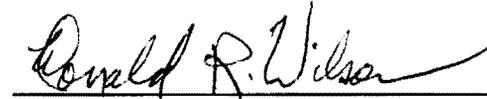
Absent

SYLVIA LEE BLUE
CHAIR PRO-TEM

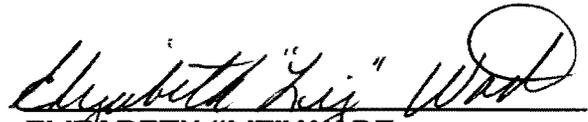
ATTEST:



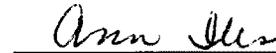
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



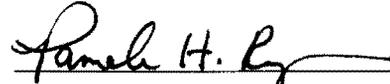
ANN ILES
COUNCILPERSON

MOTIONED BY: Wilson

SECONDED BY: Iles

D. SCHNYER: aye
S. BLUE: absent
D. WILSON: aye
E. WADE: aye
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 7/28/03

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 6th day of August, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Kimley-Horn and Associates, Inc., a corporation authorized to do business in the State of Florida, whose address is 4431 Embarcadero Drive, West Palm Beach, Fl. 33407, hereinafter referred to as the CONSULTANT, Federal I.D. is 56-0885615.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of transportation plan and design, municipal engineering, field observation, environmental services, assistance with the CITY'S Comprehensive Plan amendments, review of development projects, and other assignments mutually agreed to by the CITY and CONSULTANT, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

This contract shall expire three (3) years from execution of this contract and may be renewed for an additional three (3) year term if agreed to by both parties.

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, telephone number 845-4060.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services within 10 days from notice to proceed and complete all services based on individual project schedules.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall reimburse the CONSULTANT an amount equal to the audited "Allocation Office Expense" as approved by the CITY. This allocation amount shall be indicated on Exhibit B attached hereto. Reimbursable expenses, as identified in said fee

proposal, incurred during the course of the performance of this contract, are limited to computer time to produce plans and sketches and bulk printing charges in excess of 100 copies, which shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred within 50 miles of the CITY nor will the CITY reimburse the CONSULTANT as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the General Scope of Work contained in Exhibit "A", attached hereto and made part hereof.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. No mileage will be reimbursed to the CONSULTANT for trips within 50 miles of the CITY. Mileage will be charged for trips approved by the CITY in excess of 50 miles of the CITY. Mileage charges approved by the CITY shall identify the destination, number of miles, rate, and purpose of travel. Normal duplication charges shall be included in the allocation. In the event that printing is required for documents in excess of 100 sheets, the CONSULTANT will receive approval from the CITY prior to proceeding. The request for printing to the CITY will describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully

qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "B", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with standard of care used by similar professionals in the community.

The CONSULTANT agrees that that it is fully responsible to the CITY for the negligent acts, omissions, recklessness and intentional misconduct of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONSULTANT from claims for damages

for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT agrees that that it is fully responsible to the CITY for the negligent acts, omissions, recklessness and intentional misconduct of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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 recklessness or intentional 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. Nothing contained in this provision 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.

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, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

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.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or

circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, 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.

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

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

City of Riviera Beach
Attn. Mary McKinney
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Kimley-Horn and Associates, Inc.
Attn: Paul L. Cherry, P.E.
4431 Embarcadero Drive
West Palm Beach, FL 33407

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

Not Applicable

ARTICLE 32 – TIME

Time is of the essence in all respects under this agreement.

ARTICLE 33 - 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 “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract 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 Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who

was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

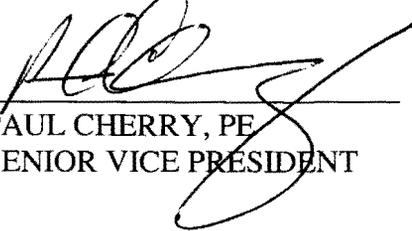
All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

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

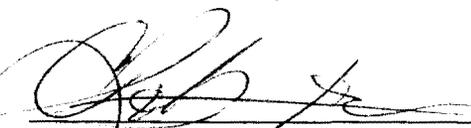
CITY OF RIVIERA BEACH

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 
MICHAEL D. BROWN
MAYOR

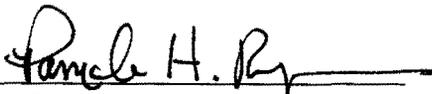
BY: 
PAUL CHERRY, PE
SENIOR VICE PRESIDENT

ATTEST: *CLAUDENE L. ROBINSON*
FOR

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: _____
MARY MCKINNEY
DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: 8/6/03

Exhibit A

General Scope of Work

Kimley-Horn and Associates, Inc. (KHA) will provide the City of Riviera Beach (the City) with professional consulting services as requested by the City. Each request for services will be on a Work Order basis, with each Work Order containing a specific scope of service, negotiated fee and schedule. Each Work Order will be governed by the "Contract For Consulting/Professional Services" entered into between KHA and the City. The general areas of services to be provided by KHA are as follows:

1. Review the City's Street Improvement Programs currently planned for under construction as well as those implemented in the past and provide recommendations.
2. Review City's current street inventories, maintenance program and procedure and prepare a five year maintenance program.
3. Prepare detailed construction plans, specification, details and cost estimates, for improvement to certain streets as directed by the City.
4. Conduct field observation of construction work when directed by the City.
5. Assist Community Development Department staff in reviewing development projects, environmental compliance and grant applications.
6. Review the City's Comprehensive Plan, current street related improvement projects by the City, County, or State, planned or in progress.
7. Identify the short and long term needs and recommend additional projects to meet City's transportation needs.
8. Assist the Community Development Department in reviewing the traffic, transportation, and environmental aspects of development projects.

Exhibit B

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$170-\$225
Project Manager (Paul Cherry, P.E.)	\$188
Senior Professional	\$140-\$224
Professional	\$100-\$130
Senior Environmental Expert	\$120-\$180
Environmental Specialist	\$80-\$100
Senior Designer	\$80-\$100
Designer	\$70-\$90
Administrative Support	\$45-\$60
Allocation Amount	3.053%*

*Applied to actual labor effort

In the event that it is determined that a Work Order will be undertaken on a Lump Sum Basis, the Consultant shall submit to the City for their approval a detailed Scope of Service with an hourly staff estimate for each portion of the scope. The Consultants Lump Sum Fee shall be determined based on the actual hourly rates of the Consultants employees as indicated above.

Expenses for a Work Order to be undertaken on a Lump Sum Basis will be determined utilizing the percent of Allocation indicated herein to cover normal project related costs (i.e., printing and copies less than 100 sheets, telephones, fax, postage, etc.), plus the cost of computer time, bulk printing (i.e., printing quantities in excess of 100 sheets), and other expenses requested by the Consultant and **approved by the City**. Other expenses could include air travel, services provided by sub consultants, and mileage reimbursement beyond 50 miles of the City. Payment to the Consultant for Work Orders to be undertaken on a Lump Sum Basis shall be made monthly based on a percent complete of the work as approved by the City. The Consultant shall submit to the City a monthly invoice for payment, a progress report and proof of work product complete.

SCHEDULE 2

BID/RFP NUMBER: 07103

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: Kimley-Horn and Associates, Inc.
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

a individual a corporation a partnership a joint venture

The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Aerial Photography

as the following price: \$ To be determined on work order basis.
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
To be determined on work order basis		

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF MINORITY CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCHEDULE 2

BID/RFP NUMBER: 07103

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: Kimley-Horn and Associates, Inc.
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

 a individual a corporation a partnership a joint venture

The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Utility Services

as the following price: \$ To be determined on work order basis .
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
To be determined on work order basis		

 % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF MINORITY CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCHEDULE 2

BID/RFP NUMBER: 07103

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: Kimley-Horn and Associates, Inc.
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above bid/RFP as (Check one):

a individual a corporation a partnership a joint venture

The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Geotechnical Services

as the following price: \$ To be determined on work order basis .
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
To be determined on work order basis		

_____ % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

(NAME OF MINORITY CONTRACTOR)

DATE: _____ BY: _____
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: Civil, Transportation and Environmental Engineering Services

BID/RFP NUMBER: 07103

NAME OF PRIME BIDDER: Kimley-Horn and Associates, Inc.

BID **OPENING**

DATE: _____

CONTACT PERSON: Paul Cherry, P.E. **TELEPHONE NO.** 561-494-0456

DEPARTMENT: _____

CONTRACT AMOUNT - MBE / WBE

	NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	OTHER	WOMEN
1.	<u>RCT, 701 Northpoint Pkwy Suite 310, WPB, FL 33407 James Burphy, P.E. 561-684-7534</u>	<u>Utility Services</u>	<u>\$ TBD</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
2.	<u>GCME, 470 Executive Center Suite 2J, WPB, FL 33401 Partha Ghosh, P.E. 305-389-9653</u>	<u>Geotechnical Services</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ TBD</u>	<u>\$ _____</u>
3.	<u>SRM, 20197 NE 16th Place Miami, FL 33179 Joseph Bilu, Vice President 305-655-2211</u>	<u>Aerial Photography</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ TBD</u>
4.	_____	_____	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
5.	_____	_____	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
TOTAL:			<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ _____ **TOTAL % PARTICIPATION:** _____

SCH-1

RESOLUTION NO. 167-03

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 HARBOR LIGHTS CASINO CRUISES, INC. TO OPERATE AN INTERNATIONAL WATER GAMING CRUISE SHIP FROM THE CITY OF RIVIERA BEACH MUNICIPAL MARINA FOR ONE YEAR WITH A TENTATIVE OPENING DATE OF SEPTEMBER 1, 2003; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach wishes to enter into a lease agreement with Harbor Lights Casino Cruises, Inc.; and

WHEREAS, the lease agreement will allow Harbor Lights Casino Cruises, Inc. to utilize the Riviera Beach Municipal Marina as home port for the Company's international day-cruise ship; and

WHEREAS, the lease agreement will be for a term of one year with a tentative start date of September 1, 2003.

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 approves the lease agreement with Harbor Lights Casino Cruises, Inc.

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

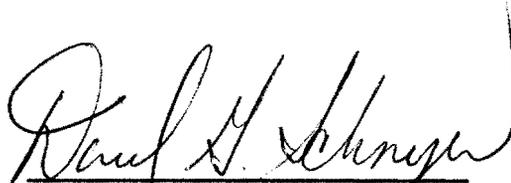
SECTION 3. That this Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 6th day of August, 2003.

APPROVED:



MICHAEL D. BROWN
MAYOR

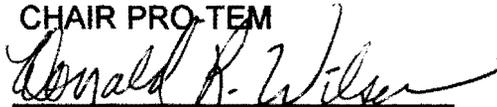


DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

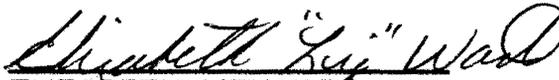
Absent

SYLVIA LEE BLUE
CHAIR PRO-TEM

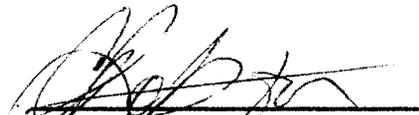


DONALD R. WILSON
COUNCILPERSON

ATTEST



ELIZABETH "LIZ" WADE
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
COUNCILPERSON

MOTIONED BY: Wilson

SECONDED BY: Wade

D. SCHNYER aye

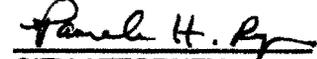
S. BLUE absent

D. WILSON aye

E. WADE aye

A. ILES aye

REVIEWED AS TO LEGAL
SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 7/28/03

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of this 6th day of August, 2003, by and between Harbor Lights Casino Cruises, Inc., a Florida Corporation (the "Company"), and the CITY OF RIVIERA BEACH, a municipality existing under the laws of the State of Florida (the "City").

WITNESSETH

WHEREAS, the City is the owner and operator of a marina, known as the RIVIERA BEACH MUNICIPAL MARINA, located at 200 East 13th Street, Riviera Beach, Florida 33404 (the "Marina"); and

WHEREAS, the City received a proposal from the Company to base operations for an international day-cruise gaming ship at the Marina, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the parties hereto desire to memorialize the terms of their agreement pursuant to which the Company will have an exclusive agreement with the City to base a vessel at the Marina and utilize the Marina as the home port for the Company's day-cruise gaming ship.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. Recitals and Exhibits. The foregoing recitals, and the Schedules and any exhibits referenced herein and attached hereto, are true and correct and are incorporated herein by this reference.

2. Purpose and Scope of Services. The City hereby leases to the Company the Premises (as defined below) for the Term of this Agreement (as defined below) solely for use by the Company as the home port for its international day-cruise gaming vessel operation (the "Company's Business"). The Company shall provide the scope of services as outlined, a copy of which is attached hereto as Exhibit B.

3. Term. The term of this Agreement shall be for the period beginning on September 1, 2003 ("Effective Date") and terminating August 31, 2004, unless sooner terminated in accordance with the terms of this Agreement ("Term").

4. Premises. The premises hereby leased by the City to the Company for the Term are bounded as shown on Exhibit C in the area known as the north space dock of the City's Marina property (such leasehold area constituting approximately 160 feet of concrete dock) and a space located upland at south end of canopy, said space to contain a minimal office facility. Such area is herein sometimes referred to as the "Premises." As lessee, the Company shall be entitled to utilize the Premises for the purpose of berthing and serving a vessel engaged in the

business of cruising beyond the territorial waters of the State of Florida for purposes of conducting a gaming and related entertainment business (the "Vessel"), in compliance with all applicable laws and regulations. The Company has the exclusive right to operate the business of an international water gaming cruise ship from the Marina, but no right or option to operate any gaming business at any time within the City's Marina property or otherwise in the City of Riviera Beach. For so long as the Premises (or any successor site) shall be leased to the Company, the City shall make available from its other property at the Marina area access for parking by patrons of the Company cruise business in areas selected by the City as provided in Section 7 below, but such parking areas shall not be part of the Premises. Except as otherwise expressly provided in this Agreement, all improvements to the Premises or to non-leased area utilized for patron parking by the Company shall be made only upon prior specific written approval by the City at the sole and non-reimbursable expense of the Company. All such improvements shall inure to the City at the conclusion of the Term.

5. The Vessel.

(a) The Vessel will be registered in the United States and shall be subject to the jurisdiction of federal, state, and local law enforcement officers while conducting business from the Marina.

(b) The Vessel shall accommodate a minimum of four hundred (400) passengers per trip, provide dining and lounge area(s), and entertainment and gaming opportunities reasonably acceptable to the City.

6. Berthing. The City shall be responsible for providing a 160-foot berth, with water utilities at the City's expense and electrical service at the Company's expense, for the Vessel at the Marina. The Company will be billed for electrical directly by Florida Power & Light and shall and must make all arrangements for electricity directly with Florida Power & Light. Any dredging that the parties mutually agree may be necessary shall be performed by the Company at its sole cost and expense. The Company shall be solely responsible to obtain all necessary dredging permits and the Company's inability to obtain necessary dredging permits shall not excuse its performance hereunder. The Company will enter into a Standard Marina Dockage Agreement in the form attached hereto as Exhibit D. In the event there is a conflict between the terms of the Dockage Agreement and this Agreement, this Agreement shall prevail.

7. Parking. The City shall provide sufficient space at the north end of the Marina to accommodate the parking needs of the Company's gaming vessel operations, at such location or locations as the City determines in its sole discretion. The Company shall be solely responsible for providing any and all additional improvements that may be required for its operations. The Company shall assume all risks involved in utilizing such space as parking for its employees, patrons, guests and invitees.

8. Fees. In consideration for the City leasing the Premises to the Company and providing services as otherwise specified herein, the Company shall pay the City the following fees:

(a) Dockage Fee. The Company shall pay the City during the Term of this Agreement (12 month term) a monthly dockage fee ("Dockage Fee") based on the City's then published rate structure for the Marina as of September 1, 2003, plus applicable taxes. Said Dockage Fee is payable to the City monthly in advance, on the first day of each month, and shall be delivered to the Marina Office.

(b) Passenger Wharfage Fee. The Company shall pay to the City the sum of Ten Thousand Dollars (\$10,000.00) per month plus applicable taxes during the Term of this Agreement ("Wharfage Fee") for the first 5,000 passengers each month. Wharfage Fees shall be paid to the City in advance on the first day of each calendar month and shall be delivered to the Marina Office. Prior to the tenth day of each month, the Company shall provide to the City access to all passenger manifests for the previous month along with payment for any additional passenger Wharfage Fees that are due for the preceding month, at the rate of \$1.00 per passenger over 5,000 passengers.

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

9. Deposit. Included with this executed Agreement is the Company's good faith deposit check in the amount of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit"). Upon termination, the Deposit shall be applied first to any money due to the City pursuant to this Agreement or any other agreement between the parties. Provided that the Company is not in default of any of the terms of this Agreement, or any other agreement between the parties, the Deposit shall be refunded to the Company within forty-five (45) days of termination of this Agreement.

10. Audit. The City shall have the right upon ten (10) days prior request to the Company to audit the Company's records related to the Wharfage Fees to ensure that payments to the City are correct. The Company shall keep such records current and available for inspection at the office of the Company or such other mutually agreeable location for a minimum of two (2) years from the date such fees are incurred. In the event that the audit discloses an understatement of Wharfage Fees in excess of five (5%) percent of the total reported (from the inception of this Agreement), the entire cost and expenses associated with the audit along with the amount of the understatement shall be paid to the City. In the event that the understatement does not exceed five (5%) percent of the total reported Wharfage Fees, then the Company shall be responsible to the City for any understated amount. Any amounts due for underpaid fees and/or the costs and expenses shall be paid within seven (7) days of the presentation of the results to the Company. Failure to pay said amount within seven (7) days shall constitute a breach of this Agreement.

11. Company Operations.

(a) The Company shall use the Marina and operate the Vessel in accordance with all governmental requirements. The Company shall operate the Vessel and provide all necessary personnel and services at its own cost and expense for its casino cruise ship

operations. It is the intent of both parties to board as many passengers as safely as possible per cruise, and up to the Vessel's legal limit. The Company shall operate no less than two (2) cruises per day, weather permitting, and subject to the Contingencies set forth in Section 23.

(b) The Company shall employ a suitable and sufficient staff to operate the Company's Business at the Premises. All persons employed in the Company's Business operation shall be employees of the Company, and in no event shall the City be deemed to be an employer of any persons working for the Company. The Company agrees to obtain a written acknowledgement signed by each of its employees acknowledging that they are employees solely of the Company and will look only to the Company for employee benefits and payroll. The Company agrees that each person employed or associated with the Company shall be required to maintain a neat, clean appearance and conduct himself/herself in a professional manner; and, in that regard, the Company will cooperate with the City (including giving due consideration to any complaint registered by the City with respect to any such person or persons) to assure that such required appearance and conduct is maintained at all times.

(c) The Company shall cause all of its employees to wear badges or uniforms prominently identifying the worker as an employee of the Company. The Company shall keep records of all employees and work schedules so as to assure proper identification of its employees and to assure its employees are using their Company identification properly.

(d) The Company may be permitted to sub-contract for the providing of certain of the shipboard services upon obtaining of the prior written approval of the City, said approval not to be unreasonably withheld, and the written agreement of the sub-contracted party to comply with all the terms of this Agreement, a copy of said written agreement to be provided to the City.

12. Refuse Collection and Disposal. The Company shall, at its sole cost, pay all costs associated with its own refuse collection at a dumpster located in an enclosed space at the Marina that the Company shall have screened from public view, and for the disposal of such refuse, including landfill costs. The Company shall also be responsible at its cost for proper disposal of all toxic materials in compliance with all laws.

13. City Services. The Company agrees to pay One Thousand Dollars (\$1,000.00) per month to the City as a grant for City youth related activities. Said grant is to be provided to the City during the months that the Company operates the Vessel at the Marina. The City and the Company shall make the announcement of each month's recipient at a presentation made monthly at location mutually agreed upon by the City and the Company.

14. Compliance with Laws. The Company's actions and operations hereunder shall at all times conform to all applicable federal, state and local statutes, codes and regulations. The Company shall be responsible for maintaining all licenses and permits as required by law at all times during the Term of this Agreement.

15. Insurance. The Company shall carry and provide:

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

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

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

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

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

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

16. Dispute Resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact or of interpretation of a requirement of this Agreement which is not disposed of by mutual consent between the parties shall be decided by a Palm Beach County mediator, mutually chosen by both parties, who shall reduce the decision to writing and furnish a copy thereof to the parties within five (5) days. In connection with any dispute proceeding under this clause, the aggrieved party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Agreement. The mediator shall make such explanation as may be necessary to completely explain or make definite the provisions of this Agreement and the basis for his/her decision. The costs of the mediator shall be born equally between the parties.

17. Indemnification. The Company shall defend and indemnify the City and its officials, employees, agents and authorized persons while such agents and other authorized persons are acting within the scope of their authority, against, and hold them harmless from, any and all losses, expenses (including reasonable attorney's fees and costs, including costs of

investigation), claims, demands or liabilities resulting, directly or indirectly, from any bodily injury, including death, any personal injury, any discrimination or any property damage arising out of or connected with the leasing and operation of the Premises and/or the Vessel including, but not limited to, those which occur as a result of (a) the acts or omissions of the Company, its officers, directors, shareholders, employees, agents or suppliers including but not limited to (i) delivering or setting in place equipment and supplies to the Marina or Vessel, or (ii) preparing to conduct or conducting the Company's business at the Marina or elsewhere; or (b) the consumption of food and beverages sold by the Company or its vendors.

If any action or proceeding (including any governmental investigation) shall be brought or asserted against the City, its officials or its employees, agents or authorized persons ("Indemnified Party") in respect of which indemnity may be sought from the Company, such Indemnified Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all expenses. If the Company assumes the defense of such action or proceeding, any such Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such Indemnified Party unless (a) the Company has agreed in writing to pay such fees and expenses, or (b) the Company shall have failed to assume the defense of such action or proceeding or employ counsel reasonably satisfactory to the Indemnified Party in any such action or proceeding (including separate independent counsel, if advisable, for each or any Indemnified Party). If the Company has properly assumed the defense of an action or proceeding, the Company shall not be liable for any settlement of any such action or proceeding effected without its written consent (which consent will not be unreasonably withheld or delayed), but if there is a final judgment for the plaintiff in any such action or proceeding, or if any such action or proceeding shall be settled and the Company shall have consented to such settlement, the Company agrees to indemnify and hold harmless each Indemnified Party from and against any loss or liability by reason of such judgment or settlement. If the Company fails or refuses to assume the defense of an Indemnified Party with respect to an action or proceeding, the Indemnified Party may settle or defend such action or proceeding as it elects, and may recover the costs and expenses of same, including any settlement or judgment payments, from the Company.

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

18. Rules and Regulations. The Company shall comply with the Rules and Regulations promulgated by or on behalf of the City relating to the conduct of tenants and others doing business at the Marina and their invitees, as they presently exist or as they may be amended from time to time.

19. Assignability and Sublet. This Agreement is not assignable, by the Company or by operation of law. For purposes of the foregoing, an assignment includes an assignment, sale or other transfer, in one or more transactions, of forty percent (40%) or more of any ownership interest in the Company (or voting rights with respect thereto). The City may, directly or

indirectly, transfer, license or assign its interest in the management or operation of the Marina. Further, the Company shall neither sublet its berth or space at the Marina in whole or in part, nor permit others to use or occupy such space or berth.

20. Safety.

(a) The Company shall remove its Vessel from its berth at the Marina upon the request of the City, if the City determines that the Vessel poses an imminent threat to the safety of persons or property.

(b) In recognition of the danger posed to other vessels and Marina facilities by a shipboard fire while at the Marina, and in recognition of the relatively superior expertise and equipment possessed by the Riviera Beach Fire Department, the Company agrees that as a condition of utilizing said Marina facilities, it will:

(i) Cooperate with the Riviera Beach Fire Department in formulating a plan to fight shipboard fires while docked at the Marina facilities.

(ii) Permit, without exception, the boarding of its vessels while at the Marina, by fire officials who are responding to a report of shipboard fire.

(iii) Permit, without exception, the boarding of its vessels while at the Marina, by firefighting units when required by fire officials who have boarded pursuant to fight shipboard fire.

(c) The Company shall be responsible for providing adequate security at the Marina for its customers and employees. The Company acknowledges that the City shall have the right and authority to eject persons from the Premises as necessary.

21. Survey. The City agrees to timely provide to the Company at the City's expense a current survey of the upland Marina properties, which survey shall show all existing improvements and shall be used by the Company to properly locate those Improvements described in Section 22 below.

22. Improvements. All Improvements made or caused to be made to the City's facilities by the Company shall be the property of the City. No signage or structures will be erected without prior approval of the City, and all signage and structures must comply with all applicable State, County, and City rules, regulations, codes, and ordinances.

23. Contingencies. Neither party hereto shall be liable to the other party for any delay in performance or nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, strikes, labor disputes (except as between the Company and its employees), shortages of fuel, failures of power, floods or other acts of God. In the event that such contingencies occur, the party whose performance is affected shall have a reasonable

time in which to resume performance and such party's nonperformance shall not constitute a default under Section 24. Notwithstanding the foregoing, if the non-performing party is unable to resume full performance within a reasonable period of time or for any reason fails to make a reasonable attempt to do so, the other party shall have the right to terminate this Agreement pursuant to Section 24.

24. Default; Termination

(a) Events of Default. Each of the following shall constitute an event of default under this Agreement:

(i) the Company fails to pay the Dockage Fee, the Wharfage Fee, or the contribution to the Scholarship Fund within ten (10) days after it is due or the Company fails to pay the Deposit on the Effective Date;

(ii) the failure of the Company to comply with all of the Rules and Regulations of the Marina;

(iii) the Company engaging in or authorizing any conduct on the Vessel which is offensive to the Community or which could place the City in disrepute (as determined solely by the City Manager);

(iv) the assignment of this Agreement by the Company;

(v) the subletting of the dock space by the Company;

(vi) the Company files or has filed against it a voluntary or involuntary petition in bankruptcy or a voluntary or involuntary petition or an answer seeking reorganization, an arrangement, readjustment of its debts, or for any other relief under the federal Bankruptcy Code, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing;

(vii) any action by the Company indicating its consent to, approval of, or acquiescence to the appointment of a receiver or trustee for all or a substantial part of its property;

(viii) the making by the Company of an assignment for the benefit of creditors;

(ix) the inability of the Company or its admission in writing of its inability to pay its debts as they mature;

(x) the involuntary appointment of a receiver or trustee of the Company for all or a substantial part of its property;

(xi) the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of the Company, and the continuance of the same for thirty (30) days undismissed, undischarged or unbonded; or

(xii) the Company fails to observe, keep, or perform any other provision of this Agreement required to be observed, kept or performed by the Company and fails to remedy or cure such failure within fifteen (15) days after receipt of written notice thereof from the City. However, if the nature of the default is such that it cannot reasonably be cured within said fifteen (15) day period, Company shall not be deemed to be in default if Company shall within such period commence such cure and thereafter diligently work to cure the same in a timeframe to be mutually agreed upon by the parties; or

(xiii) the Company ceases operation of the Vessel or removes the Vessel from the Premises for a period of ten (10) consecutive days within the first five (5) months or fails to give ten (10) days written notice prior to removal of the Vessel thereafter;

(xiv) the City fails to provide a 160-foot berth, with water utilities at the City's expense, for the Vessel at the Marina;

(xv) the City fails to provide sufficient parking space to accommodate the parking needs of the Company's gaming vessel operations;

(xvi) the City fails to observe, keep, or perform any other provision of this Agreement required to be observed, kept or performed by the City and fails to remedy or cure such failure within fifteen (15) days after receipt of written notice thereof from the Company. However, if the nature of the default is such that it cannot reasonably be cured within said fifteen (15) day period, the City shall not be deemed to be in default if the City shall within such period commence such cure and thereafter diligently work to cure the same in a timeframe to be mutually agreed upon by the parties.

(b) City's Remedies. In the event a default occurs, the City shall have the immediate right without notice to exercise any one or more of the following remedies:

(i) To sue for and recover all Dockage Fees and Wharfage Fees and other payments then accrued or thereafter accruing under this Agreement;

(ii) To take possession of the Premises without demand or notice, wherever same may be located, without any court order or other process of law. The Company hereby waives any and all damages occasioned by such taking of possession unless caused by the City's gross negligence or willful misconduct. Any said taking of possession shall not constitute a termination of this Agreement unless the City expressly so notifies the Company in writing;

(iii) To terminate this Agreement; and/or

(iv) To pursue any other remedy available at law or in equity, including any consequential damages arising due to the Company's breach of this Agreement;

(v) Notwithstanding any said repossession of the Premises and so long as the City does not expressly terminate this Agreement in writing, the Company shall be and remain liable for the full performance of all obligations on the part of the Company to be performed under this Agreement.

All such remedies are cumulative, and may be exercised concurrently or separately. No right or remedy herein conferred upon or reserved to the City is exclusive of any other right or remedy granted herein or by law or in equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

(c) Company's Remedies. In an event of a default occurs, the Company shall have the immediate right without notice to exercise any one or more of the following remedies:

- (i) To terminate this Agreement; and/or
- (ii) To pursue any other remedy available at law or in equity, including any consequential damages arising due to the City's breach of the Agreement.

All such remedies are cumulative, and may be exercised concurrently or separately. No right or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy granted herein or by law or in equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

(d) Termination Without Default. Without an event of default occurring, the City may terminate this Agreement upon the occurrence of the following: the destruction of the Marina and the decision by the City not to rebuild within three (3) months following the destruction. Either party may terminate this Agreement upon one (1) month's written notice in the event that gambling is legalized in the State of Florida. This Agreement shall be terminated if these gambling cruises are deemed illegal in Florida. Upon such termination, all Wharfage and Dockage fees shall be prorated for the month of termination.

(e) Duties Upon Termination. The following provisions shall apply in the event of a termination of this Agreement for any reason whatsoever:

(i) Delivery of Premises. The Company shall remove its property and Vessel from the Premises and shall deliver to the City the Premises and all property thereon belonging to the City in such condition as is the same as that which existed at the time the Premises and the property were delivered to the Company, excepting ordinary wear and tear, loss or damage occurring without the negligence or fault of the Company or its employees, agents, guests, or invitees, and damage occurring as a result of fire, flood, or other, like unavoidable casualty or occurrence occurring without the negligence of the Company or its employees, agents, guests, or invitees.

(ii) Final Accounting. The Company shall within fifteen (15) days of the effective date of termination, remit to the City all amounts owed as of the effective date of termination.

(iii) Time for Performance. Except as otherwise provided herein, the parties shall deliver the various payments and perform their other respective termination obligations, as set forth in Section 24, within the times specified therein or, if no time is specified, as soon as reasonably possible, but in any event within fifteen (15) days of the effective date of termination.

25. Notice. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and shall be delivered personally, or sent by nationally recognized overnight carrier properly addressed, to:

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

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

If to the Company: Harbor Lights Casino Cruises, Inc.
 5055 Hayfield Road
 W. Melbourne, FL 32904

With a copy to: Charles A. Schillinger, Esquire
 Schillinger & Coleman. P.A.
 1329 Bedford Drive, Suite 1
 Melbourne, Florida 32904

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

26. General Matters.

(a) NO WARRANTIES. THE CITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PREMISES, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

(b) Bankruptcy. Neither this Agreement nor any interest herein is assignable by the Company or transferable by operation of law. If any proceeding under the U.S. Bankruptcy Code, as amended, is commenced by the Company, or such an action is commenced against the Company and is not dismissed within thirty (30) days after the commencement thereof, or if the Company is insolvent, or if the Company makes any assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which the Company is a party with authority to take possession or control of the Premises, the City shall have and may exercise any one or more of the remedies set forth in Section 24 hereof, and this Agreement shall, at the option of the City on notice to the Company, immediately terminate and shall not be treated as an asset of the Company after the exercise of said option.

(c) Offset. The Company hereby waives any and all existing and future claims and offsets against any Dockage Fee or Wharfage Fee or other payment due hereunder and agrees to pay the Dockage Fee and Wharfage Fee and other amounts hereunder regardless of any offset or claim which may be asserted by the Company or on its behalf.

(d) Relationship of Parties. The parties intend that the Company shall be deemed an independent contractor and shall have, subject to the terms of this Agreement, complete and independent control and discretion over the operations and management of the operation of the Company's Business at the Marina. It is understood and agreed that nothing herein shall be construed to create a partnership, joint venture, employment or agency relationship between the parties, and neither shall have the authority to bind the other in any respect. The Company shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Company further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

(e) Inspection. The parties agree that upon written notice to the Company, the City shall have the right to inspect the Vessel, including at the time such Vessel is being operated. Such inspection will not occur more often than as reasonably necessary to insure compliance by the Company with the terms of this Agreement. Said inspections will not interfere with daily operations.

(f) Authority. The City and the Company:

(i) agree that they have full power, authority and legal right to enter into, perform and observe the provisions of this Agreement, that each is duly authorized to enter into this Agreement, and that once properly executed by both parties this Agreement constitutes a valid and binding obligation of such party, enforceable in accordance with its terms and does not constitute a breach of or default under any other agreement to which it is a party or by which any of its assets are bound or subject;

(ii) agree to execute all contracts, agreements and documents and to take all actions necessary to comply with the provisions of this Agreement and the intent hereof.

(g) Conflict of Interest. The Company has no interest, and during the Term shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. Further, no person having any interest shall be employed by the Company for said purpose.

The Company shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Company's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Company may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Company. The City agrees to notify the Company of its opinion by certified mail within thirty (30) days of receipt of notification by the City. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Company, the City shall so state in the notification and the Company shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Company under the terms of this Agreement.

(h) Discrimination Prohibited. The Company shall not discriminate in any manner on the basis of age, gender, race, color, creed or national origin or on the basis of any other legally protected classification with respect to its employees, and shall conform in all respects to the pertinent provisions of federal, state and local laws and regulations governing employment practices.

(i) Public Entity Crimes. As provided in Florida Statute 287.132-133, by entering into this Agreement, the Company certifies that it, its affiliates, suppliers, and subcontractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133(3)(a).

27. Miscellaneous.

(a) Gender; Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word "the City" is used herein, it shall include all assignees of the City.

(b) Entire Agreement. This Agreement constitutes the final, complete and exclusive written expression of the intentions of the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by any party or between the parties.

(c) Modification. No modification of any of the terms and conditions of this Agreement shall be effective unless such modification is expressed in writing signed by the party against whom enforcement is sought.

(d) Headings. The section headings in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Waiver. The failure of either party to enforce any of the terms of this Agreement on one or more occasions shall not constitute a waiver of the right to enforce such term on any other occasion or of the right of either party to enforce each and every term of this Agreement.

(f) Joint Preparation. The Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other by virtue of the fact that it may have been physically prepared by one party or its attorneys.

(g) Governing Law. The City and the Company agree that interpretation, validity and performance of this Agreement shall be governed by the laws of the State of Florida; the venue for any actions for enforcing and interpreting any portion of this Agreement shall and may only be brought in any court located in Palm Beach County, Florida having jurisdiction thereof .

(h) Severability. This Agreement is intended to be performed in accordance with, and to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement shall be adjudicated to be invalid or unenforceable, then such provision shall be deemed modified, so as to be enforceable as similar as possible to the provision at issue, in order to render the remainder of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(i) Cooperation. The parties agree that in the event that either party shall be required to provide notice, information or prepare or accomplish any filing in order to enable it or the other party to have and enjoy the rights and benefits provided for under this Agreement, the parties shall cooperate with each other but at the expense of the party required to make such filing or provide such information, in order to accomplish such filing or other act as may be necessary or appropriate to establish or preserve the rights granted hereunder.

(j) Legal Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, 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.

(k) Survival. The rights and obligations of the parties under this Agreement shall survive the termination of this Agreement to the extent intended by the parties to be applicable following any termination.

(l) Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[This space intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF RIVIERA BEACH

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

CLAUDENE L. ROBINSON FOR
Attest: *Carrie Ward*
Carrie Ward, MMC/City Clerk

Approved as to form and legal sufficiency

By: *Pamela H. Ryan*
Pamala H. Ryan, City Attorney

Approved as to terms and Conditions

By: *George A. Carter*
George A. Carter, Marina Director

Harbor Lights Casino Cruises, Inc.

By: *William P. Turnbaugh*
William Turnbaugh, President

[Signature]
Witness
[Signature]
Witness

SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William P. Turnbaugh of Harbor Lights Casino Cruises, Inc. who is personally known to me or who has produced _____ as identification.

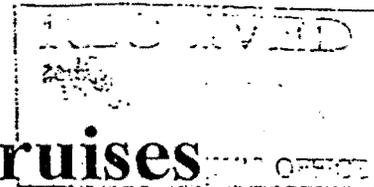
In witness whereof, I have set my hand and official seal in the County and State last aforesaid this 15th day of August, 2003

Kristina B. Ferguson
Notary Public



Kristina B. Ferguson
Commission # CC 965410
Expires Sep. 8, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"



Harbor Lights Casino Cruises

Harbor Lights Casino Cruises
1914 Jacques Drive
Viera, Florida 32940
Phone# (321) 255-2592
Fax# (321) 255-3141

Table of Contents

- 1.0 Executive Summary
- 2.0 Company Summary
- 3.0 Services
- 4.0 Market Analysis Summary
- 5.0 Management Summary
- 6.0 Financial Plan
- 7.0 Projected Profit and Loss

Harbor Lights Casino Cruises

1.0 Executive Summary

Harbor Lights Casino Cruises was formed to capture a highly lucrative income stream created by a large pent up demand for casino entertainment in the state of Florida. This will be accomplished by placing a first class Casino Ship at the Marina in Riviera Beach, Florida with a business operation led by a proven casino management team:

- **The Casino Ship** - The company has a lease purchase on a 150 ft casino vessel. The vessel has over 300 gaming positions, 3 bars and an outside covered deck. The vessel will offer grilled dining.
- **The Marina** - The Marina is one of the best sites overall in the entire state for 2 reasons: 1) Location - Casino cruises need to be limited to no more than 5 hours and "gaming" time is critical to profitability. The Marina at Riviera Beach offers instant access to international waters, allowing "gaming" to begin within 25 minutes of departure. 2) The Marina has 350 on site parking spaces.
- **The Management** - Most important of all, the company will be owned and managed by three founders with 45 years of experience in the "gaming" business that are currently responsible for the growth and success of the largest casino ship in the world.

And if cash is king, then casino owners are kings. Casino's are a proverbial "cash cow" and the company expects revenues in the first year of \$ 12 million moving towards \$ 19 million in year three with after tax net profits increasing to a substantial 30%.

Harbor Lights Casino Cruises

2.0 Company Summary

Harbor Lights Casino Cruises is a new casino ship with executive management with more than 45 years of "gaming" experience. The casino ship will be located in Riviera Beach, Florida. Currently, approximately 18 casino ships operate in the state of Florida. The Marina in Riviera Beach is a prime area. The Marina will be secured under a 1 year lease with options for renewal.

In the past 10 years the estimated \$500 million in Florida ships alone has proven the viability of casino ship operations. Harbor Lights Casino Cruises has negotiated the lease/purchase of an existing casino ship. The vessel has an approved capacity of over 500 passengers and will operate two cruises daily, 7 days a week. From a passenger perspective a casino excursion should be no more than 5 hours and with our location, gaming can commence within 25 minutes (most casino ships need 45 minutes to over an hour to reach international waters) from the time of departure from the Marina. And in the casino ship business "time is truly money".

Harbor Lights Casino Cruises

3.0 Services

Harbor Lights Casino Cruises is a cruise ship that provides casino gaming for its passengers. The two on-board separate casinos will consist of the newest, most exciting and time-proven slot machines. The table games will consist of double-deck blackjack, 7-shoe blackjack, 2 dice tables (craps), 2 roulette tables, 1 Caribbean stud, 1 let-it-ride, 1 3-card poker, and 1 mini-baccarat.

More than 85% of all revenues are derived from "gaming". Approximately 15% of the revenues are made from food sales.

Harbor Lights Casino Cruises will offer free admission. No other casino in this area offers free admissions.

Harbor Lights Casino Cruises

4.0 Market Analysis Summary

A. BUSINESS PLAN – OVERVIEW

Harbor Lights Casino is a casino product, the casino platform being a 150-ft. Coast Guard Certified ship, which also offers entertainment and Grill dining as support amenities.

Harbor Lights Casino will offer the Riviera Beach locals and visitors (Primary Market) and action filled 5-hour gaming and entertainment experience, departing daily from Riviera Beach Marina.

Harbor Lights Casino primary product will be gaming, offering the consumer over 150 slot machines and a variety of table games such as Roulette, Let it Ride, Caribbean Stud, Blackjack (double deck and shoe) and craps.

B. STRATEGIC OBJECTIVES

Harbor Lights Casino, intends to be a major player in the rapidly developing gaming vessel industry, with the development as a strong and successful resident of Riviera Beach.

Harbor Lights Casino intends to dominate the Riviera Beach gaming industry, and develop a market position of being the number one choice for gaming entertainment, for the local resident.

C. PRIMARY OBJECTIVES

1. Develop Name Recognition and Awareness for the product.
2. Develop Tour Operator awareness
3. Develop the local market
4. Develop a strong and loyal VIP player base

Phase One of this implementation is the development and distribution of print collateral to the targeted market group, plus the mass media advertising to stimulate product awareness.

Harbor Lights Casino has budgeted \$60,000 to the Pre-Opening Phase, and an additional \$360,000 in annual marketing and advertising.

D. THE ACTION PLAN

1. Name Recognition /Awareness

Responsibility: Director of Marketing & Sales

Time Frame: On-Going Commitment

Harbor Lights Casino has committed the first 30-day Pre-Opening to develop and distribute brochures and rack cards.

The mass media effort combined with the sales staff will assure the rapid saturation of the Harbor Lights Casino product information to the market place.

2. Tour Operators

Responsibility: Director of Marketing & Sales

Time Frame: On-Going commitment

The Director of Marketing & Sales will direct the distribution, and follow up by the sales department, to all Travel Agents in the Riviera Beach Area.

The Sales staff will personally interface with the managers of these operations.

Follow up is essential to the success of this program, and daily sales reports will be filed from all sales personnel, to the sales manager, who in turn will complete a weekly report for the review of the Director of Marketing & Sales.

3. Market Awareness

Responsibility: Director of Marketing & Sales

Time Frame: On-Going

Harbor Lights Casino has carefully orchestrated a marketing approach that has been developed to target the local markets, which includes Spanish language advertising written in Spanish, as opposed to translated from English.

Strategic placement of billboards in addition to a radio campaign has been designed to appeal to the resident base.

A series of Grand Opening events will be scheduled, targeted to the local population, featuring entertainment, and good food.

4. VIP Player Base Development

Responsibility: Casino Host

Time Frame: 30 days – On-Going

VIP Player Development is the core of a successful casino operation, and Harbor Lights Casino intends to be a leader in this field. Player development is broken down into two distinct areas, Table Games and Slots, and as such will require the focus of both casino personnel and the marketing department.

Harbor Lights Casino has acquired a database of names and addresses of "Rated" players, and will immediately create a direct mail invitation to a series of consecutive Grand Opening VIP Event Nights.

The Casino Host will have the responsibility to maintain a current data base, and the Casino Manager will be responsible for the on-going ratings of these players.

As slot play is the ultimate money maker in a casino, the Casino Manager and the Slot Manager will be responsible for maintaining good tracking capabilities with these important players.

Harbor Lights Casino Cruises

5.0 Management Summary

Founder BIOS's

Ed Chancey

Edwin Chancey began working in the "cruise to nowhere" industry in 1986 as a table games dealer for Southern Elegance, the first casino in Biloxi, Mississippi. In 1990 he moved on to the Commodore Cruise Lines. He began as a dealer and in two and a half years earned three promotions to casino pit supervisor, casino pit manager then on to the casino manager. Between 1993 and 1998, holding lead positions, he opened three very profitable, successful casino operations beginning with Casino Magic in Bay St. Louis. He was lead pit manager and in charge of the dealer's school which trained over six hundred students. In 1996 he opened the Palm Beach Princess in Florida as their casino and sports book manager. In 1998 Mr. Chancey, as the casino manager, opened the Sterling Casino and played a intricate role in developing the company's casino operations. As casino manager he is in charge of all daily operations, implementing game procedures and security. Sterling Casino not only has become the "largest casino ship in the world" but also has set the standard of excellence in the "cruise to nowhere" industry. Mr. Chancey has held a 'gaming license' in the state of Mississippi.

Jackie D. Jackson

Jackie D. Jackson began working in the industry in 1984 as a dealer in Las Vegas and when he left in 1990 he was a supervisor. In 1990 he opened his first casino in Cripple Creek, Colorado as a supervisor. Over the next six years he opened three more casino's starting with the Isle of Capri in Biloxi, Mississippi, Fitzgerald's Casino in Tunica, Mississippi and Majestic Star Casino in Gary, Indiana. Here he was casino shift manager in charge of daily casino operations. He also was the instructor of the dealer's school at Ivy Tech State College where he implemented game procedures and protection. In 1999 Mr. Jackson joined Sterling Casino as a pit manager where he is presently employed. He has held state 'gaming licenses' in Nevada, Mississippi, Colorado and Indiana as well as a US Merchant Mariner License and has had extensive background checks by local, state and federal authorities.

Kory Johnson

Kory Johnson began working in the industry in 1994 as a vault cashier at the Copa Casino in Gulfport, Mississippi. He was responsible for deposits to and from the bank as well as money transfers inside the casino. Within one year he was promoted to dealer and then to supervisor after showing excellent gaming knowledge and supervisory skills. In 1998 Mr. Johnson joined Sterling Casino and in the last four years worked his way up from supervisor to pit manager and then on to his current position as assistant casino manager where he is in charge of daily operations. Mr. Johnson has held a 'gaming license' in the state of Mississippi.

Harbor Lights Casino Cruises

6.0 Financial Plan

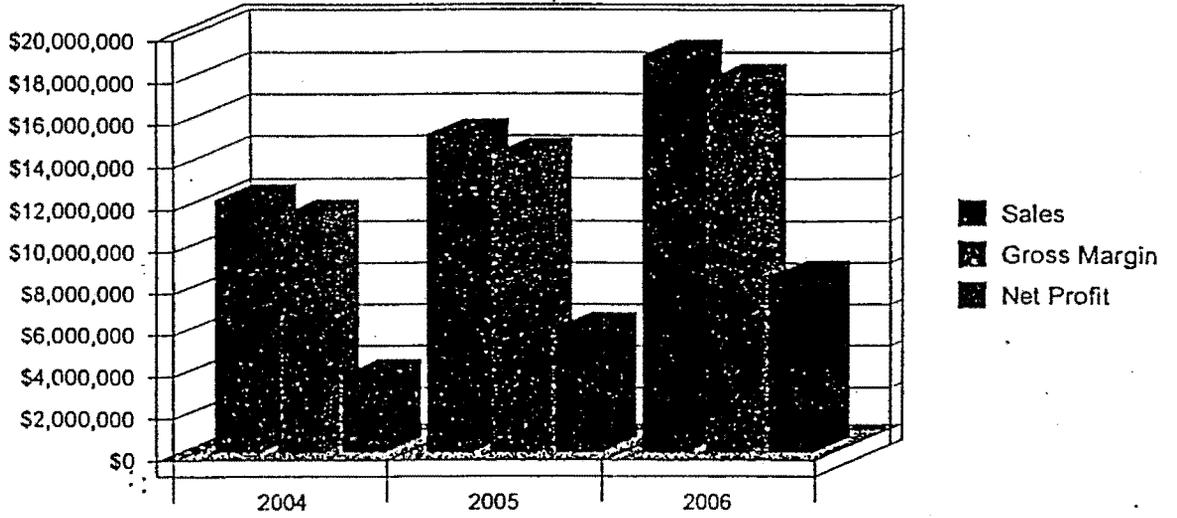
- The company wants to finance growth through its cash flow. Over the first 3 years the company should be in a position to return substantial profits to its investor and founders, purchase the casino vessel outright and be completely debt free.
- The most important factor in our financial plan is the number of cruises each month. We have allowed for 3 to 4 cruises each month to be canceled due to weather or mechanical reasons.

Harbor Lights Casino Cruises

7.0 Projected Profit and Loss

- The projected profit and loss is shown in the following table. Our sales revenues are based on the casino vessel only operating at a 50% capacity initially and growing at a rate of 2% each month for the first year and an annual growth of 25% for year two and three. The win rate per passenger was set at a conservative \$65, 25% below the industry standard of \$85. The only cost of goods has to do with purchased beverages and food, which explains why the cost of goods is almost non-existent.
- In a casino operation, the cost of doing business is found in your asset requirements and payroll. As can be seen, payroll is by far the largest expense but as was noted earlier is easily adjusted up or down by your passenger count on each cruise. In fact there are only three fixed expenses: the casino vessel, the marina and property insurance, the balance of the expenses are adjusted by your passenger count.
- While our sales figures are conservative we have intentionally projected our expenses high. Even with this approach the bottom line is still very strong. Our objective will be to maintain a 30% net profit after taxes.

Highlights



Appendix

Appendix Table: Sales Forecast

Sales Forecast												
Sales	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Casino winnings	\$754,000	\$769,080	\$784,462	\$800,151	\$816,154	\$832,477	\$849,126	\$866,109	\$883,431	\$901,100	\$919,122	\$937,504
Admission fees	\$116,000	\$118,320	\$120,686	\$123,100	\$125,562	\$128,073	\$130,635	\$133,248	\$135,912	\$138,631	\$141,403	\$144,231
Bar (purchases)	\$34,800	\$35,496	\$36,206	\$36,930	\$37,669	\$38,422	\$39,190	\$39,974	\$40,774	\$41,589	\$42,421	\$43,269
Total Sales	\$904,800	\$922,896	\$941,354	\$960,181	\$979,385	\$998,972	\$1,018,952	\$1,039,331	\$1,060,117	\$1,081,320	\$1,102,946	\$1,125,005
Direct Cost of Sales												
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Bar	\$8,700	\$8,874	\$9,051	\$9,233	\$9,417	\$9,606	\$9,798	\$9,994	\$10,193	\$10,397	\$10,605	\$10,817
Food & Beverage (comp)	\$46,400	\$47,328	\$48,275	\$49,240	\$50,225	\$51,229	\$52,254	\$53,299	\$54,365	\$55,452	\$56,561	\$57,693
Subtotal Direct Cost of Sales	\$55,100	\$56,202	\$57,326	\$58,473	\$59,642	\$60,835	\$62,052	\$63,293	\$64,558	\$65,850	\$67,167	\$68,510

Appendix

Appendix Table: Personnel

Personnel Plan	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
CEO/Founder	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
COO/Founder	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CMO/Founder	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Executive Vice-President/Founder	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
CTO/Surveillance Manager	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Shift Manager 1	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767
Shift Manager 2	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767	\$4,767
Director of Public Relations	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200
Ship Captains (2)	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500
1st Mates (2)	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600
Engineers (2)	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760	\$12,760
Deck Hands (4)	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700
Surveillance Technicians (2)	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060	\$4,060
Security Officers (12)	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480	\$27,480
Terminal Employees (6)	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700
Floor Supervisors (14)	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760	\$44,760
Cage Manager	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166
Cage Attendants (4)	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120
Dealers (48)	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840	\$27,840
Slot Attendants (4)	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280	\$9,280
Bar Staff (14)	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120	\$8,120
Cooks (2)	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800
Cook Assistant (2)	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030	\$2,030
Housekeeping (4)	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800
Accountant	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166
Administrative Assistant	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166	\$2,166
Total People	133	133	133	133	133	133	133	133	133	133	133	133
Total Payroll	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782

Appendix

Appendix Table: General Assumptions

General Assumptions	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Plan Month	1	2	3	4	5	6	7	8	9	10	11	12
Current Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Long-term Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Tax Rate	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Other	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Calculated Totals												
Payroll Expense	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782
New Accounts Payable	\$367,921	\$374,121	\$380,445	\$386,896	\$393,475	\$400,187	\$407,032	\$414,015	\$421,137	\$428,401	\$435,811	\$443,369

Appendix

Appendix Table: Profit and Loss

Pro Forma Profit and Loss												
	Aug	Sep	Ocl	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Sales	\$904,800	\$922,896	\$941,354	\$960,181	\$979,385	\$998,972	\$1,018,952	\$1,039,331	\$1,060,117	\$1,081,320	\$1,102,946	\$1,125,005
Direct Cost of Sales	\$55,100	\$56,202	\$57,326	\$58,473	\$59,642	\$60,835	\$62,052	\$63,293	\$64,558	\$65,850	\$67,167	\$68,510
Other Costs of Sales	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Cost of Sales	\$55,100	\$56,202	\$57,326	\$58,473	\$59,642	\$60,835	\$62,052	\$63,293	\$64,558	\$65,850	\$67,167	\$68,510
Gross Margin	\$849,700	\$866,694	\$884,028	\$901,708	\$919,743	\$938,137	\$956,900	\$976,038	\$995,559	\$1,015,470	\$1,035,780	\$1,056,495
Gross Margin %	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%	93.91%
Expenses:												
Payroll	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782
Sales and Marketing and Other Expenses	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Depreciation	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055	\$13,055
Vessel purchase	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Marina Lease	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
Fuel	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
Utilities	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Insurance (longshore harbor)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Insurance (liability & property)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Professional Fees (legal)	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Professional Fees (accounting)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Payroll Burden (includes health ins.)	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802	\$39,802
Other (outside contracts, etc.)	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total Operating Expenses	\$479,639											
Profit Before Interest and Taxes	\$370,061	\$387,055	\$404,389	\$422,069	\$440,103	\$458,498	\$477,261	\$496,399	\$515,920	\$535,831	\$556,140	\$576,856
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes Incurred	\$111,018	\$116,116	\$121,317	\$126,621	\$132,031	\$137,549	\$143,178	\$148,920	\$154,776	\$160,749	\$166,842	\$173,057
Net Profit	\$259,042	\$270,938	\$283,072	\$295,448	\$308,072	\$320,949	\$334,083	\$347,479	\$361,144	\$375,082	\$389,298	\$403,799
Net Profit/Sales	28.63%	29.36%	30.07%	30.77%	31.46%	32.13%	32.79%	33.43%	34.07%	34.69%	35.30%	35.89%
Include Negative Taxes												

Appendix

Appendix Table: Cash Flow

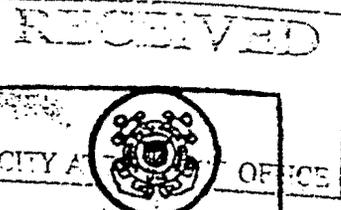
Pro Forma Cash Flow	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Cash Received												
Cash from Operations:												
Cash Sales	\$904,800	\$922,896	\$941,354	\$960,181	\$979,385	\$998,972	\$1,018,952	\$1,039,331	\$1,060,117	\$1,081,320	\$1,102,946	\$1,125,005
Cash from Receivables	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash from Operations	\$904,800	\$922,896	\$941,354	\$960,181	\$979,385	\$998,972	\$1,018,952	\$1,039,331	\$1,060,117	\$1,081,320	\$1,102,946	\$1,125,005
Additional Cash Received												
Non Operating (Other) Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Tax, VAT, HST/GST Received	6.00% \$2,088	\$2,192	\$2,302	\$2,417	\$2,538	\$2,665	\$2,798	\$2,938	\$3,085	\$3,239	\$3,401	\$3,571
New Current Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Other Liabilities (interest-free)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Long-term Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales of Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales of Long-term Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Investment Received	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash Received	\$906,888	\$925,088	\$943,656	\$962,598	\$981,923	\$1,001,637	\$1,021,750	\$1,042,269	\$1,063,202	\$1,084,559	\$1,106,347	\$1,128,576
Expenditures												
Expenditures from Operations:												
Cash Spending	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782	\$264,782
Payment of Accounts Payable	\$73,186	\$373,019	\$379,321	\$385,749	\$392,306	\$398,994	\$405,817	\$412,772	\$419,872	\$427,109	\$434,494	\$442,026
Subtotal Spent on Operations	\$337,968	\$637,801	\$644,103	\$650,531	\$657,088	\$663,776	\$670,599	\$677,554	\$684,654	\$691,891	\$699,276	\$706,808
Additional Cash Spent												
Non Operating (Other) Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales Tax, VAT, HST/GST Paid Out	\$2,088	\$2,192	\$2,302	\$2,417	\$2,538	\$2,665	\$2,798	\$2,938	\$3,085	\$3,239	\$3,401	\$3,571
Principal Repayment of Current Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Liabilities Principal Repayment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Long-term Liabilities Principal Repayment	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Purchase Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Purchase Long-term Assets	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Dividends	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Cash Spent	\$405,056	\$704,993	\$711,405	\$717,948	\$724,626	\$731,441	\$738,397	\$745,492	\$752,739	\$760,130	\$767,677	\$775,379
Net Cash Flow	\$501,832	\$220,095	\$232,251	\$244,650	\$257,296	\$270,197	\$283,353	\$296,777	\$310,464	\$324,429	\$338,670	\$353,197
Cash Balance	\$1,051,832	\$1,271,928	\$1,504,179	\$1,748,829	\$2,006,125	\$2,276,322	\$2,559,675	\$2,856,452	\$3,166,916	\$3,491,344	\$3,830,014	\$4,183,211

Appendix

Appendix Table: Balance Sheet

Pro Forma Balance Sheet

Assets	Starting Balances	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Current Assets													
Cash	\$550,000	\$1,051,832	\$1,271,928	\$1,504,179	\$1,748,829	\$2,006,125	\$2,276,322	\$2,559,675	\$2,856,452	\$3,166,916	\$3,491,344	\$3,830,014	\$4,183,211
Other Current Assets	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Current Assets	\$550,000	\$1,051,832	\$1,271,928	\$1,504,179	\$1,748,829	\$2,006,125	\$2,276,322	\$2,559,675	\$2,856,452	\$3,166,916	\$3,491,344	\$3,830,014	\$4,183,211
Long-term Assets													
Long-term Assets	\$2,740,000	\$2,765,000	\$2,790,000	\$2,815,000	\$2,840,000	\$2,865,000	\$2,890,000	\$2,915,000	\$2,940,000	\$2,965,000	\$2,990,000	\$3,015,000	\$3,040,000
Accumulated Depreciation	\$0	\$13,055	\$26,110	\$39,165	\$52,220	\$65,275	\$78,330	\$91,385	\$104,440	\$117,495	\$130,550	\$143,605	\$156,660
Total Long-term Assets	\$2,740,000	\$2,751,945	\$2,763,890	\$2,775,835	\$2,787,780	\$2,799,725	\$2,811,670	\$2,823,615	\$2,835,560	\$2,847,505	\$2,859,450	\$2,871,395	\$2,883,340
Total Assets	\$3,290,000	\$3,803,777	\$4,035,818	\$4,280,014	\$4,536,609	\$4,805,850	\$5,087,992	\$5,383,290	\$5,692,012	\$6,014,421	\$6,350,794	\$6,701,409	\$7,066,551
Liabilities and Capital													
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Accounts Payable	\$0	\$294,735	\$295,837	\$296,961	\$298,108	\$299,277	\$300,470	\$301,685	\$302,928	\$304,193	\$305,485	\$306,802	\$308,145
Current Borrowing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Current Liabilities	\$0	\$294,735	\$295,837	\$296,961	\$298,108	\$299,277	\$300,470	\$301,685	\$302,928	\$304,193	\$305,485	\$306,802	\$308,145
Long-term Liabilities	\$1,500,000	\$1,460,000	\$1,420,000	\$1,380,000	\$1,340,000	\$1,300,000	\$1,260,000	\$1,220,000	\$1,180,000	\$1,140,000	\$1,100,000	\$1,060,000	\$1,020,000
Total Liabilities	\$1,500,000	\$1,754,735	\$1,715,837	\$1,676,961	\$1,638,108	\$1,599,277	\$1,560,470	\$1,521,685	\$1,482,928	\$1,444,193	\$1,405,485	\$1,366,802	\$1,328,145
Capital													
Paid-in Capital	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000
Retained Earnings	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)	(\$310,000)
Earnings	\$0	\$259,042	\$529,981	\$813,053	\$1,108,501	\$1,416,573	\$1,737,522	\$2,071,605	\$2,419,084	\$2,780,228	\$3,155,309	\$3,544,607	\$3,948,408
Total Capital	\$1,790,000	\$2,049,042	\$2,319,981	\$2,603,053	\$2,898,501	\$3,206,573	\$3,527,522	\$3,861,605	\$4,209,084	\$4,570,228	\$4,945,309	\$5,334,607	\$5,738,408
Total Liabilities and Capital	\$3,290,000	\$3,803,777	\$4,035,818	\$4,280,014	\$4,536,609	\$4,805,850	\$5,087,992	\$5,383,290	\$5,692,012	\$6,014,421	\$6,350,794	\$6,701,409	\$7,066,551
Net Worth	\$1,790,000	\$2,049,042	\$2,319,981	\$2,603,053	\$2,898,501	\$3,206,573	\$3,527,522	\$3,861,605	\$4,209,084	\$4,570,228	\$4,945,309	\$5,334,607	\$5,738,408



DEPARTMENT OF TRANSPORTATION U. S. COAST GUARD CG-158 (Rev. 8-74)	CERTIFICATE OF INSPECTION AMENDMENT	
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NAME OF VESSEL SUNCRUZ XI	OFFICIAL NUMBER 901026
-------------------------------------	----------------------------------

CLASS PASSENGER	GROSS TONS 76	HOME PORT CLEARWATER, FLORIDA
---------------------------	-------------------------	---

WHEN AND WHERE BUILT
19JUN1986 - SALISBURY, MD

DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES 06AUG2007	DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED 06AUG2002 - JACKSONVILLE, FL
--	--

The Certificate of Inspection issued to the vessel described above is amended as follows:

COMPLETED CREDIT DRYDOCK EXAMINATION:

NEXT DUE: **30JUN2005**

COMPLETED INTERNAL STRUCTURAL EXAMINATION:

NEXT DUE: **30JUN2005!**

DATE OF ISSUE 23 JUNE 2003	INSPECTION ZONE JACKSONVILLE, FL	OFFICER IN CHARGE MARINE INSPECTION J. R. BARNES, LCDR, USCG
--------------------------------------	--	--

INSTRUCTIONS

<p>1. This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-841 or CG-1753) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.</p> <p>2. The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted, this amendment must be kept on board with the Certificate of Inspection and shown on demand.</p>	<p>1. One copy of this amendment shall be filed in the office of the issuing Officer in Charge, Marine Inspection. In addition one copy shall be distributed to each of the following:</p> <p>a. The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection.</p> <p>b. The Commandant (C-MVI)</p> <p>c. The owner or agent of the vessel named herein.</p>
---	---

JUL-18-2003 03:00
SUNCRUZ XI; O.N. 901026
U.S. Department
of Transportation

United States
Coast Guard



Commanding Officer
United States Coast Guard
Marine Safety Center
www.uscg.mil/hq/msc

400 7th Street, S.W.
Washington, DC 20590-0001
Staff Symbol: MSC-1
Phone: (202) 366-8481
FAX: (202) 366-3877

10
7381
Incls

DeJong & Lebet, Inc.
Attn: Mr. Andy Lebet
1734 Emerson St.
Jacksonville, FL 32207

16710/P008587
Ser. H2-0203336
October 3, 2002

RECEIVED OCT 0 8 2002

Subj: SUNCRUZ XI; O.N. 901026
Chesapeake Shipbuilding Hull 48
150' x 36' x 9.5' Passenger Vessel (K, Existing)
440 Passengers / Partially Protected Waters
Stability

Ref: (a) D&I. Dwg 98-738-1001, Sht 1/1, Alt 2, General Arrangements

Dear Mr. Lebet:

We reviewed enclosure (1), as submitted with your September 24, 2002 letter and revised by your October 2, 2002 facsimile, for compliance with the applicable requirements of 46 CFR Subchapter S and marked it "Examined." Calculations such as these are not normally approved; however, they are used in our review of vessel stability. Reference (a), also submitted with your September 24, 2002 letter, will be the subject of separate correspondence. The following comment applies:

1. Our review of the stability calculations of enclosure (1) indicates that the subject vessel has adequate stability in all indicated conditions of loading and operation for service with 440 passengers on Partially Protected Waters and we have revised the stability letter accordingly.

Enclosure (2) is the revised stability letter for the subject vessel. It is applicable to the vessel as presently configured and outfitted. The owner is responsible for ensuring that the stability letter is posted under glass or other suitable transparent material in the pilothouse of the vessel so that all pages are visible.

Should you have any questions about the above comments please feel free to contact the project officer, Mr. Tom Waters, at the above telephone number.

Sincerely,

W. R. REAMS
Lieutenant, U.S. Coast Guard
Chief, Major Vessel Branch
By direction

Encl: (1) SUNCRUZ XI Intact & Damaged Stability Calculations
(2) Stability Letter for SUNCRUZ XI; O.N. 901026, dated October 3, 2002

Copy: MSO Charleston w/encl. (1) and (2)

U.S. Department
of Transportation

United States
Coast Guard



Commanding Officer
United States Coast Guard
Marine Safety Center
www.uscg.mil/hq/msc

400 7th Street, S.W.
Washington, DC 20590-0001
Staff Symbol: MSC-1
Phone: (202) 366-8481
FAX: (202) 366-3877

STABILITY LETTER

16710/P008587
Serial: H2-0203337
October 3, 2002

Master, SUNCRUZ XI, O.N. 901026
Chesapeake Shipbuilding Hull 48
150' x 36' x 9.5' Passenger Vessel (K, Existing)

You are responsible for maintaining this vessel in a satisfactory stability condition at all times and for following the instructions and precautions listed below. You are reminded that you are required by 46 CFR 122.315 to verify your compliance with these instructions and precautions after loading and prior to departure on each voyage.

An inclining experiment, witnessed by the U. S. Coast Guard, was conducted on the SUNCRUZ XI, O.N. 901026, at Charleston, South Carolina, on September 19, 2002. On the basis of that test, stability calculations have been performed. Results indicate the stability of the SUNCRUZ XI, as presently outfitted and equipped, is satisfactory for operation on Partially Protected Waters, provided that the following restrictions are strictly observed.

SUBDIVISION

When operated as indicated below, calculations indicate this vessel will remain afloat with any two adjacent major watertight compartments flooded (two-compartment subdivision) forward of frame 14 and with any one major watertight compartment flooded (one-compartment subdivision) aft of frame 14. A major watertight compartment is the total space between any two adjacent Main Transverse Watertight Bulkheads (MTWB's). For this vessel, these MTWB's are located at frames 6, 14, 24, 36, 46, and 56.

DAMAGE SURVIVAL

Calculations indicate this vessel will stay upright (no more than 7 degrees of list under ideal conditions) after side damage when the side damage is limited to any two adjacent major watertight compartments forward of frame 14 and any one major watertight compartment aft of frame 14 and not more than 7 feet 2-1/2 inches inboard from the side of the hull. To maintain the vessel upright after flooding (damage), the heeling forces imposed by wind, wave, and passenger movements must be minimized.

OPERATING RESTRICTIONS

1. ROUTE: Operation on Partially Protected Waters is permitted. Since the vessel's route is based upon other considerations in addition to stability, you are cautioned that the route may be further limited to that specified on the Certificate of Inspection.
2. PERSONNEL: A maximum of 450 people may be carried on this three-deck vessel of which 440 may be passengers. A maximum of 200 passengers may be carried on the uppermost (third) deck. A combined maximum of 350 passengers may be carried on the uppermost two decks. Since the personnel capacity is based upon other considerations in addition to stability, you are cautioned that the number of persons carried may be further limited to that specified on the Certificate of Inspection.

16710/P008587
Serial: H2-0203337
October 3, 2002

Subj: SUNCRUZ XI, O.N. 901026; Stability Letter

3. DRAFT AND TRIM:

a. The vessel is limited to a maximum baseline draft amidships of 6 feet 5 inches. This corresponds to a minimum freeboard of 3 feet 4 inches measured from the top of the main deck plate. Amidships is located 7 inches forward of frame 33. The vessel is further limited to a maximum baseline draft of 6 feet 10½ inches at frame 64 and 6 feet 0 inches at frame 0. This corresponds to minimum freeboards of 2 feet 7½ inches and 3 feet 6 inches respectively. Trim shall be minimized.

b. Since the total weight of passengers, variable stores and tankage may be greater than the assumed weights used in the full load condition, you are urged to carefully monitor the vessel's draft when carrying a full load because it is possible to exceed the above restrictions.

4. WATERTIGHT DOORS AND BULKHEADS: There are no watertight doors in any of the MTWBs. No watertight doors or bulkheads shall be added or modified without the authorization and supervision of the cognizant Officer in Charge, Marine Inspection (OCMI).

5. TANKS: Any cross-connections between port and starboard tank pairs shall be kept closed at all times when underway.

6. HULL OPENINGS: Any openings that could allow water to enter into the hull or deckhouse should be kept closed when rough weather or sea conditions exist or are anticipated.

7. WEIGHT CHANGES: This stability letter has been issued based upon the following light ship parameters:

Displacement	364.03	Long-Tons
VCG	13.81	Feet Above the Baseline
LCG	4.93	Feet Aft of Amidships

Any alteration resulting in a change in these parameters may invalidate this stability letter. No fixed ballast or other such weights shall be added, removed, altered and/or relocated without the authorization and supervision of the cognizant OCMI. The vessel is not fitted with permanent ballast.

8. DECK CARGO: No deck cargo may be carried on this vessel.

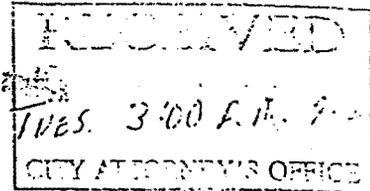
9. BILGES: The vessel's bilges and voids shall be kept pumped to minimum content at all times consistent with pollution prevention requirements.

10. LIST: You should make every effort to determine the cause of any list of the vessel before taking corrective action.

11. FREEING PORTS: Deck freeing ports shall be maintained operable and completely unobstructed at all times.

This stability letter shall be posted under glass or other suitable transparent material in the pilothouse of the vessel so that all pages are visible. It supersedes any stability guidance previously issued to the vessel.

A. D. Whist
for A. M. MARSILIO
Commander, U.S. Coast Guard
By direction



Changes

SCHILLINGER & COLEMAN, P.A.

ATTORNEYS AT LAW

1329 BEDFORD DRIVE

SUITE 1

MELBOURNE, FLORIDA 32940

TEL: 321-255-3737
MELBOURNE, FLORIDA 32941-0018
www.sclaw.com

TELEPHONE 321-255-3737
FAX 321-255-3000
FACSIMILE 321-255-3197

JUL 27, 2005

VIA FACSIMILE ONLY (561) 845-8197

Mr. George Carter

Re: Harbor Lights Casino Cruises, Inc.

Dear Mr. Carter:

Enclosed please find addresses for Schillinger & Coleman, P.A. and for Harbor Lights Casino Cruises, Inc.

Charles A. Schillinger, Esquire
Schillinger & Coleman, P.A.
1329 Bedford Drive, Suite 1
Melbourne, Florida, 32940
(321) 255-3737
(321) 255-3141

Harbor Lights Casino Cruises, Inc.
5055 Hayfield Road
West Melbourne, Florida 32902

Please do not hesitate to contact me should you need any further information regarding this matter.

Very truly yours,

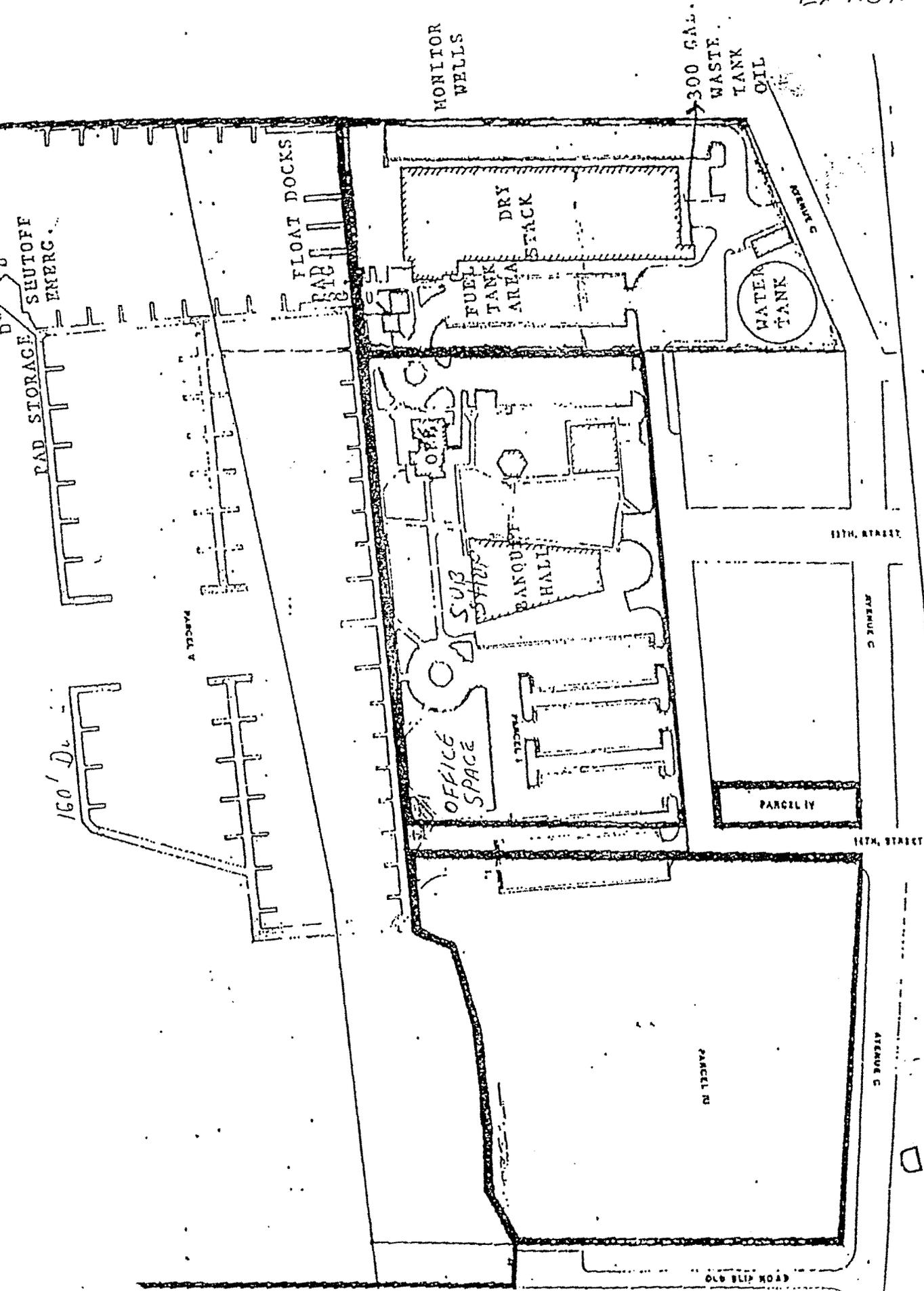
Beatriz L. Vargas
Legal Assistant to
Charles A. Schillinger, Esquire

Exhibit B

Scope of Services

Harbor Lights Casino Cruises Inc. has been conceived as a "Cruise to nowhere" casino to serve local residents and tourists in the Palm Beach area. Cruises will depart twice daily from the Riviera Beach City Marina out to international waters, three miles from the nearest point of land, where gaming will commence. Harbor Lights Casino will offer the local residents and visitors a action filled 5 hour gaming and entertainment experience. The morning cruises will be from 11:00 a.m. to 4:00 p.m. The evening cruises will be from 7:00 p.m. to 12:00 a.m. except for Friday and Saturday nights which will stay out an extra hour. Harbor Lights Casino is a casino product, which will also offer entertainment and grill dining. During the ships journey out three miles, there is a covered deck with tables for socializing and listening of music. The entertainment will consist of a one or two man band playing Caribbean style music on the outside deck. The ship has a full service galley which will offer various grill items for our passengers choice. The two on-board separate casinos will consist of the newest , most exciting and time-proven slot machines. The table games will consist of double-deck blackjack, 6-deck shoe blackjack, craps, roulette, Caribbean stud, let it ride, 3-card poker, and possibly a mini-baccarat. Admission will be free for every cruise. Cocktails will be served on the cruise and will be free as long as customers are gaming. Customers will be charged for their dining choice.

Exhibit "C"



RIVIERA BEACH MARINA
 200 EAST 13TH STREET
 RIVIERA BEACH, FL. 33404

RECEIVED



EXHIBIT "D"



RIVIERA BEACH MARINA WET-SLIP OR DRY STORAGE AGREEMENT

WET SLIP AGREEMENT _____ DRY-STORAGE AGREEMENT _____

POWER _____ SAIL _____ BERTH # _____

OWNER'S NAME _____

ADDRESS _____

_____ ZIP _____

TELEPHONE Res () _____ Work () _____

BOAT NAME _____

STATE & REG NO.: _____

MAKE _____ BEAM _____ OVERALL LENGTH _____

MONTHLY RATE _____ PROFILE CHARGE _____

ACCESSORY _____ TAX _____ TOTAL _____

STAFF _____ DATE _____

IT IS AGREED AS FOLLOWS:

1. **ASSIGNED SPACE:** It is understood and agreed by the Owner that the services provided by The City of Riviera Beach hereinafter "City", are limited to providing storage space with an in/out launching service according to the terms of this agreement. Owners of vessels assigned slips, moorings, or dry-storage spaces as may be specifically designated by the City at Marina facilities agree to relinquish their berth when requested by the City. The City agrees, insofar as possible, to temporarily reassign these Owners to suitable berths at the same facility if space is available, or otherwise credit the Owner with equivalent time (days) at then current transient dockage rates in effect for the same facility. In addition to all other power and authority retained by the City, the City may at any time, in its absolute discretion, require the Owner to remove the vessel from its assigned storage area to another storage area within the Marina, and if the Owner fails to comply, the City shall have the right to move the vessel itself. The City also reserves the right to, in its absolute discretion, move any vessel off the floating docks.

2. **PAYMENT:** The Owner agrees to pay the City storage fees as specified by Ordinance and any subsequent amendments thereto. The Owner also agrees that said fee shall be based on a thirty day month, shall be due and payable in advance on the first day of each month, and shall be considered delinquent if not paid in full on or before the tenth day of the month. Payments should be made to the City of Riviera Beach, c/o Marina. Delinquent accounts shall be subject to an automatic and progressive five percent delinquency charge. Transient vessel mooring and/or dry-storage fees are due and payable in advance daily or weekly as applicable.

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

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

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

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

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

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

6. **RENEWAL:** This Agreement shall be renewed automatically each month unless terminated by either party in the manner provided herein. The City reserves the right to change daily, weekly, and monthly rates.

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

8. **BOAT REGISTRATION/DOCUMENTATION:** The owner hereby agrees to provide current state, federal, or foreign power registration and/or documentation at the time of signing this Agreement and each time the Agreement is renewed or at any time upon demand of the City Manager, Marina Director, or Dock Master.

9. **REPAIRS:** Only repairmen authorized by the City may enter the City's premises for the purpose of making repairs on the Owner's boat.

RIVIERA MARINA – FLORIDA'S FINEST

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

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

By breach, forfeiture, or default of any of the covenants or provisions of this Agreement, or by violation of any statute, ordinance, Marina rule or regulation or as otherwise provided in this Agreement.

By written notice of termination by the City delivered to the owner at the address specified at least three (3) days prior to the effective date of termination. The Owner hereby agrees to remove the vessel from the City's premises by the date specified.

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

By bonafide sale or rental of the vessel described in this Agreement.

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

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

In no event will the Owner be relinquished from his/her duty to pay all unpaid fees or charges.

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

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

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

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

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

14. **INSURANCE:** The Owner hereby agrees and covenants for the term of this Agreement to maintain a Marina and watercraft liability insurance policy(s), copies of which shall be given to the Marina within five (5) days of signing this Agreement. Said insurance shall be in operative force and effect throughout the term of this Agreement, or any extension hereof.

15. **OWNERSHIP/AUTHORITY:** The person signing below does certify that he is the lawful Owner of the vessel hereinabove described or is authorized by the Owner to subject such vessel to the provisions of this Agreement.

Part ownership of a vessel does not in any way imply an obligation on the part of the City to furnish dockage or dry-storage to any persons other than the original signer of this Agreement. In the event of dissolution of a corporation, partnership, or any other entity, or the withdrawal of a part owner from such a partnership, or other entity, all parties shall nonetheless be bound by the terms and conditions of this Agreement and be obligated to the City for the payments of all sums due and the performance of all its covenants, terms and conditions.

16. **VENUE:** This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy; and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. **SEVERABILITY:** If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

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

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

As of this _____ day of _____, 20_____

(Owner)

(Parent or legal guardian, if owner is under 19 years old)



RESOLUTION NO. 168-03

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 ONE YEAR AGREEMENT WITH THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH COMMUNITY COLLEGE PROVIDING FOR THE EDUCATION AND TRAINING OF STUDENTS IN THE PARAMEDIC AND EMT PROGRAMS AT PALM BEACH COMMUNITY COLLEGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and District Board of Trustees of Palm Beach Community College desire to execute a one year agreement commencing August 6, 2003 to August 6, 2004 for the education and training of students in the Paramedic and EMT programs; and

WHEREAS, this agreement is mutually beneficial for each agency as these students may eventually become Riviera Beach Fire Rescue personnel.

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 an agreement with the District Board of Trustees of Palm Beach Community College to provide for the education and training of students in the Paramedic and EMT programs.

Section 2: A Copy of agreement is attached hereto and made part thereof.

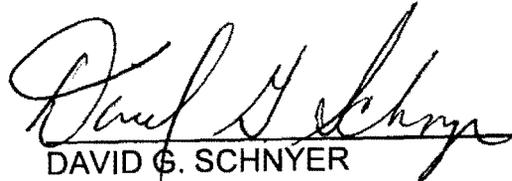
Section 3: This Resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this 6th day of August, 2003

RESOLUTION NO. 168-03
PAGE 2

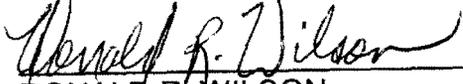
APPROVED:

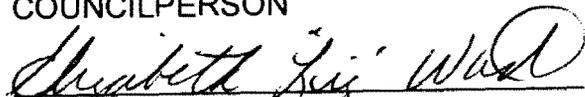

MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

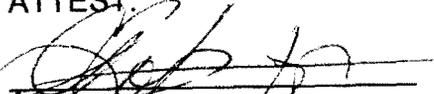
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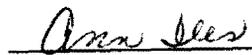
Absent
SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
COUNCILPERSON

MOTIONED BY: Wilson

SECONDED BY: Iles

D. SCHNYER: aye

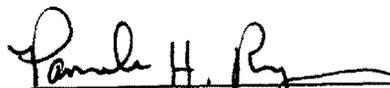
S. BLUE: aye

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/28/03

AGREEMENT

This Agreement, made and entered into on this 6th day of August, 2003 by and between The CITY of RIVIERA BEACH, 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, hereinafter referred to as "FIRE RESCUE", and Palm Beach Community College, 4200 Congress Avenue, Lake Worth, Florida 33461, a public corporation under the laws of the State of Florida, hereinafter referred to as "COLLEGE".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic and Emergency Medical Technician (EMT) programs.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. COLLEGE has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of COLLEGE, as defined in Florida State Statute Chapter 401 and Administrative Code 64E-2.036, Training Program.
3. This agreement shall continue for one (1) year and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

COLLEGE Further Agrees To:

1. COLLEGE hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, COLLEGE shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the Paramedic and EMT program are subject to and comply with the rules and regulations of COLLEGE and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64E-2.036, Training Program.

3. Adhere to the policies and procedures established by FIRE RESCUE to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FIRE RESCUE designee selecting clinical experiences for the students of the program. However, COLLEGE acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FIRE RESCUE and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to FIRE RESCUE.

6. COLLEGE shall ensure that each student provides at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation
- d. Meals
- e. Physical examination
- f. Required immunizations
- g. Hospital and medical treatment
- h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include FIRE RESCUE as an additional insured.

6. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

FIRE RESCUE Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction.
2. Cooperate in the assignments of the students at FIRE RESCUE with staff of COLLEGE, however; such assignments shall be in accordance with the Fire Rescue's established shifts, available qualified supervisory personnel and station availability.
3. Provide liaison between the FIRE RESCUE administrator and COLLEGE Paramedic Program coordinator.
4. Provide for supervision at all times of students while participating in the clinical setting at FIRE RESCUE.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FIRE RESCUE, for any purpose, during the performance of services hereunder.
2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.
3. To the extent permitted by law, COLLEGE, shall indemnify and save harmless and defend FIRE RESCUE, 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 COLLEGE, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FIRE RESCUE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
4. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision 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.

6. FIRE RESCUE and COLLEGE, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FIRE RESCUE to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FIRE RESCUE'S right to enforce or exercise said right(s) at any time thereafter.

8. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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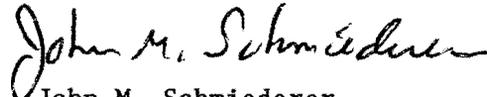
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

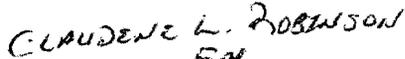
CITY OF RIVIERA BEACH

COLLEGE

BY: 
MICHAEL D. BROWN
MAYOR

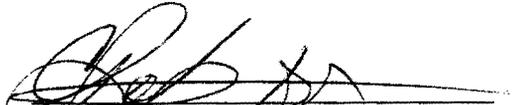

BY: John M. Schmiederer
Vice President Workforce Development
(PRINT NAME:)
(PRINT TITLE:)

ATTEST:


CLAUDENE L. ROBINSON
FOR

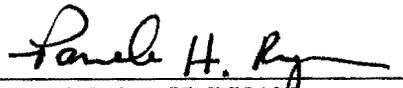
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


P.B.C.C. Legal Counsel


CARRIE E. WARD, MMC
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS


BY: Troy F. Perry, Fire Chief
DEPARTMENT DIRECTOR
PRINT NAME & TITLE

DATE: 7/28/03

RESOLUTION NO. 169-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FIRE DEPARTMENT TO ACCEPT A DONATION IN THE AMOUNT OF \$8,288.75 FROM THE AMERICAN HEART ASSOCIATION AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE FIRE RESCUE DONATION FUND 802 AND MAKE PAYMENT FOR SAME; AUTHORIZING FIRE RESCUE TO UTILIZE THE DONATED FUNDS TO PURCHASE 4 AUTOMATED EXTERNAL DEFIBRILLATORS IN THE AMOUNT OF \$8,288.75; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the American Heart Association has donated \$ 8,288.75 to Riviera Beach Fire Rescue for the purchase of 4 Automated External Defibrillators for use in City Department locations; and

WHEREAS, Fire Rescue has determined that the best utilization of these defibrillators would be two at the Aquatic Center, one at the City Hall Complex, and one at the Community Center; and

WHEREAS, Fire Rescue's existing Automated External Defibrillator equipment and supplies are manufactured by Medtronic Physio-Control Corporation, Redmond, Washington; and

WHEREAS, Medtronic Physio-Control Corporation is the sole source supplier of Lifepak Defibrillators for Fire Rescue.

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 Fire Department to accept a donation in the amount of \$8,288.75 from the American Heart Association for the purchase of 4 Automated External Defibrillators for use at City Department locations.

Section 2: The City Council authorizes the Finance Director to set up a budget in Fire Rescue's Donation Fund as follows:

Revenue:	802-00-366900	\$8,288.75
Expenditure:	802-0921-526-0-6405	\$8,288.75

Section 3: The City Council authorizes Fire Rescue to purchase Automated External Defibrillators from Medtronic Physio-Control Corporation for \$8,288.75 from account number 802-0921-5260-06405 and authorizes the Finance Director to make payment for same.

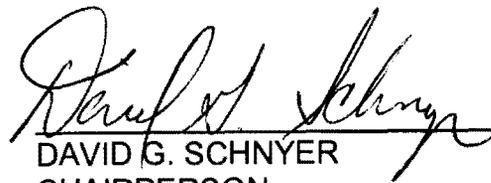
Section 4: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 6th **day of** August, **2003**

APPROVED:



MICHAEL D. BROWN
MAYOR

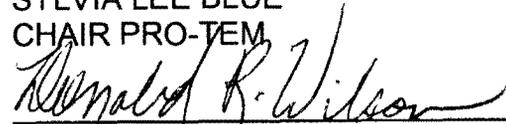


DAVID G. SCHNYER
CHAIRPERSON

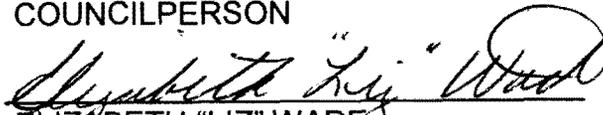
(MUNICIPAL SEAL)

Absent

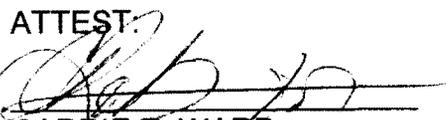
SYLVIA LEE BLUE
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
COUNCILPERSON

MOTIONED BY: Wilson

SECONDED BY: E. Wade

D. SCHNYER: aye

S. BLUE: absent

D. WILSON: aye

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/28/03

RESOLUTION NO. 170-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 109 OLD DIXIE HIGHWAY, RIVIERA BEACH HEIGHTS, 4 ADDITION 209/LESS ELY 14FT RD R/W/ FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$3,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located 109 Old Dixie Highway, Riviera Beach Heights, 4 Addition, 209/less Ely 14ft Rd R/W/, was found to be in violation of the City's Code of Ordinances on October 14, 1999, pursuant to Case No. CEB 00 - 082; and

WHEREAS, code enforcement liens were filed against the property by the City of Riviera Beach on July 27, 2000 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Case No. CEB 00-082 is in compliance; and

WHEREAS, the property owner offers \$3,525.00 to settle the outstanding lien; and

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

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement lien on the subject property.

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

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

Section 2. The City Council hereby accepts the sum of \$3,500.00 as consideration for the release of the Code Enforcement lien hereby granted on the subject property.

Resolution No.
Pg. -2-

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

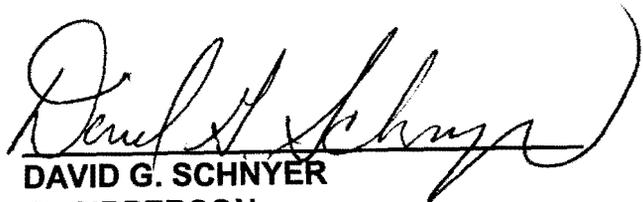
Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 6th **day of** August, 2003.

APPROVED:



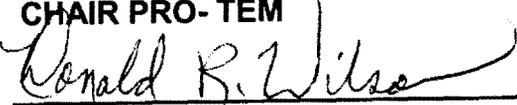
MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

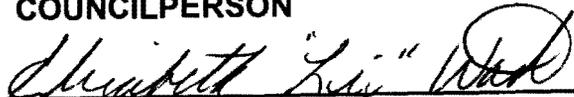
{MUNICIPAL SEAL}

Absent

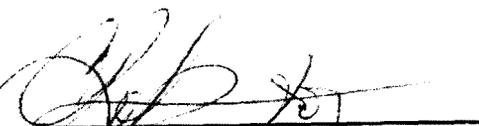
SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

ATTEST:



ELIZABETH "LIZ" WADE
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

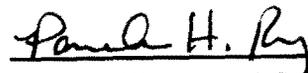


ANN ILES
COUNCILPERSON

Motioned By: Iles
Seconded By: Wilson

D. Schnyer aye
S. Blue absent
D. Wilson aye
E. Wade aye
A. Iles aye

Reviewed as to Legal Sufficiency



PAMALA HANNA RYAN, CITY ATTORNEY
Date: 8/1/03

RESOLUTION NOS. 171-03 & 172-03
WERE OMITTED

RESOLUTION NO. 173-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY AND FOR OTHER PURPOSES.

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 and the Emergency Preparedness Plan authorize the Mayor, in a time of public danger and emergency, to take command of the police, maintain order, and enforce the laws of the City; and

WHEREAS, a disaster has placed the City of Riviera Beach in a state of emergency, exposing the citizens to danger of life and property; and

WHEREAS, in order to respond to such disaster, the City Manager is hereby authorized to initiate and take such actions authorized by section 252.38, Florida Statutes (2002), for and on behalf of the Mayor and the City Council during the term of such local state of emergency.

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

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

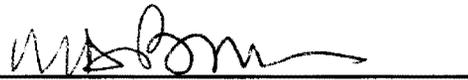
SECTION TWO. That a state of local emergency is hereby declared effective at dusk on August 7, 2003, and that such declaration shall remain in full force and effect for a period of seven (7) days unless extended sooner by the Governor of the State of Florida or the City Council.

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

SECTION FOUR. 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 the next regular City Council meeting.

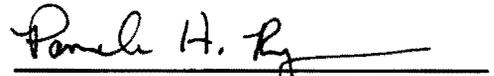
THE MAYOR THEREUPON DECLARED THE RESOLUTION DULY PASSED AND APPROVED this 8 day of August, 2003.

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**

RESOLUTION NO. 174-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENTS TO THE AGREEMENTS BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY EXTENDING THE COMPLETION DATE FOR THE WEST 26TH STREET AND NORTHWEST COMMUNITY CENTER PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the agreement between the City of Riviera Beach and Palm Beach County for the Northwest Community Center Project will expire on September 30, 2003; and

WHEREAS, the agreement between the City of Riviera Beach and Palm Beach County for Reconstruction of West 26th Street will expire on October 31, 2003; and

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

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 Northwest Community Center.

SECTION 2. The Mayor and City Clerk are authorized to execute an amendment to the agreement for Reconstruction of West 26th Street.

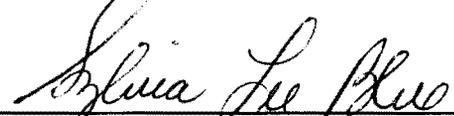
SECTION 3. This resolution shall take effect immediately upon approval by the City Council.

PASSED AND APPROVED this 20th day of August, 2003.

APPROVED:


MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER
CHAIRPERSON


SYLVIA LEE BLUE
CHAIR PRO-TEM

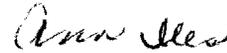
(MUNICIPAL SEAL)

absent
DONALD R. WILSON
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON

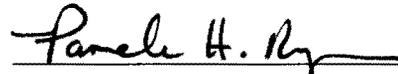

ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER: aye
S. BLUE: aye
D. WILSON: absent
E. WADE: aye
A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 8/12/03

R2003 1616

OCT 07 2003

AMENDMENT 006 TO THE AGREEMENT

WITH

THE CITY OF RIVIERA BEACH

Amendment 006 entered into this 20 day of August, 2003 by and between Palm Beach County and the City of Riviera Beach.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with the City of Riviera Beach, on November 18, 1997, approved by Document R97-2029D, as amended on January 12, 1999, by document R99-66D, as amended on January 19, 2000, by document R2000-0320, as amended on February 27, 2001, by Document R2001-0304, as amended on January 8, 2002 by document R2002-0057, and as amended on January 7, 2003, by document R2003-0049, to provide \$619,296 in Community Development Block Grant funds, and \$640,000 in General Obligation \$25M Recreation and Cultural Facilities General Obligation Bond funds for land acquisition and construction of a community center in the City of Riviera Beach.

WHEREAS, the parties wish to extend the project completion date and

WHEREAS, both parties mutually agree that the original agreement entered into on November 18, 1997, as amended, is hereby further amended as follows:

A. Part III - Section 1 - Maximum Compensation line 6 & 7:

Substitute "March 31, 2004" for "September 30, 2003".

B. Part III - Section 2 - Time of Performance, last line:

Substitute "March 31, 2004" for "September 30, 2003".

C. Exhibit A - Section I.G - Work Schedule:

Delete the existing and substitute: "The time frame for completion of the outlined activities shall be March 31, 2004".

NOW THEREFORE, all items in the previous agreement in conflict with the amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this aforementioned amendment are still in effect and shall be performed at the same level as specified in the agreement.

(MUNICIPALITY SEAL)

CITY OF RIVIERA BEACH

REVIEWED FOR LEGAL SUFFICIENCY

Paul H. [Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/12/03

BY: [Signature]
Michael Brown, Mayor

BY: [Signature]
Carrie E. Ward, City Clerk

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Dorothy H. Wilkes, Clerk
Board of County Commissioners
PALM BEACH COUNTY
FLORIDA

BY: [Signature]
Karen Marcus, Chair
Board of County Commissioners

By: [Signature]
Deputy Clerk

Document No.: R2003 1616

Approved as to Form and
Legal Sufficiency

By: [Signature]
Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: [Signature]
Amin Houry, Manager
Housing and Capital Improvements

AMENDMENT 002 TO THE AGREEMENT
WITH
THE CITY OF RIVIERA BEACH

Amendment 002 entered into this 20 day of August, 2003, by and between Palm Beach County and the City of Riviera Beach.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with the City of Riviera Beach on December 3, 2002, approved by Document R2002-2173, amended on May 20, 2003 by Document R 2003-0702, to provide \$262,000, of Community Development Block Grant funds for street improvements in the City of Riviera Beach; and

WHEREAS, the parties wish to modify the agreement, and extend the project completion date, and

WHEREAS, both parties mutually agree that the original agreement entered into on December 3, 2002, as amended, is hereby further amended as follows:

A. Part III - Section 1 - Maximum Compensation:

Substitute "March 31, 2004" for "October 31, 2003".

B. Part II - Section A - Time of Performance:

Substitute "March 31, 2004" for "October 31, 2003"

C. Exhibit A - Section I. H - Work Schedule:

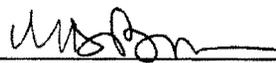
In both places substitute "March 31, 2004" for "October 31, 2003".

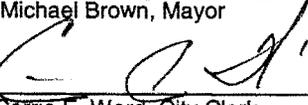
NOW THEREFORE, all items in the previous agreement in conflict with the amendment shall be and are hereby changed to conform to this amendment.

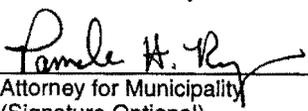
All provisions not in conflict with this aforementioned amendment are still in effect and shall be performed at the same level as specified in the Agreement.

(MUNICIPALITY SEAL)

CITY OF RIVIERA BEACH

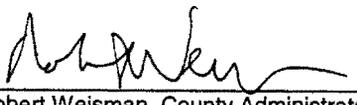
BY: 
Michael Brown, Mayor

By: 
Carrie E. Ward, City Clerk

BY: 
Attorney for Municipality
(Signature Optional)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

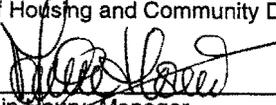
FOR ITS BOARD OF COUNTY COMMISSIONERS

By: 
Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

By: 
Tammy K. Fields
Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: 
Amin Houry, Manager
Housing and Capital Improvements

RESOLUTION NO. 175-03

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF RIVIERA BEACH, PALM BEACH COUNTY,
FLORIDA, RATIFYING THE DECLARATION OF THE
STATE OF LOCAL EMERGENCY; AND PROVIDING
AN EFFECTIVE DATE.**

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, on August 7, 2003, the Mayor, pursuant to this authority declared a state of local emergency and held that such declaration should remain in full force and effect for a period of seven days unless extended sooner by the Governor of the State of Florida or the City Council.

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

SECTION ONE. That the City Council hereby ratifies the Declaration Of A State Of Local Emergency and confirms all of the actions taken by the Mayor on August 7, 2003, and thereafter.

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

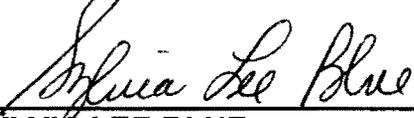
PASSED and APPROVED this 20th day of August, 2003.

PASSED AND APPROVED this 20th day of August, 2003.

APPROVED:


MICHAEL D. BROWN,
MAYOR

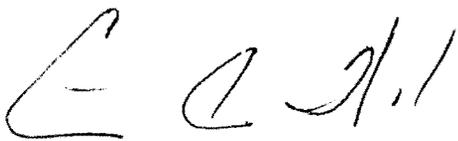

DAVID G. SCHNYER,
CHAIRPERSON

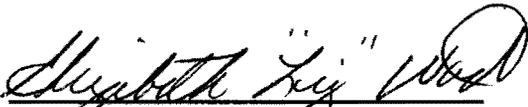

SYLVIA LEE BLUE
CHAIR PRO-TEM

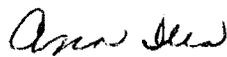
(MUNICIPAL SEAL)

absent
DONALD R. WILSON
COUNCILPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
CHAIRPERSON


ANN ILES
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: A. Iles

D. SCHNYER: aye

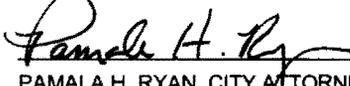
S. BLUE: aye

D. WILSON: absent

E. WADE: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICENCY


PAMALA H. RYAN, CITY ATTORNEY

DATE: 8/13/03