

RESOLUTION NO. 241-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO RETAIN THE SERVICES OF PHILIP GILDAN OF GREENBERG TRAURIG, P.A. TO PROVIDE LEGAL SERVICES TO THE UTILITIES DEPARTMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 401-1437-5330-3103 IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, the City of Riviera Beach is in need of a declaratory judgment action as required pursuant to paragraph 6 of the Closing Agreement between the City of Riviera Beach and the Town of Palm Shores; and

WHEREAS, the City of Riviera Beach must prepare uniform and non-discriminatory large user agreements for water and sewer service provided by the Utility Department; and

WHEREAS, the City of Riviera Beach is in need of assistance in the review, updating and preparation of utility service agreements, ordinances, policies and procedures, including, but not limited to, provision of service to and cost recovery from industrial and commercial users, facilities expansion issues and extension of service to new customers, and operations and maintenance, renewal and replacement, facilities permitting, and capital planning and financing issues.

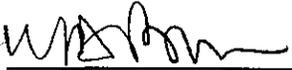
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: That staff is authorized to retain the services of Attorney Philip Gildan of the Law Firm Greenberg Traurig to perform the above referenced services on behalf of the City.

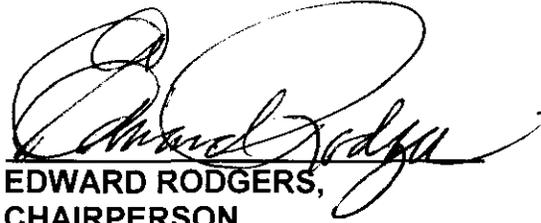
Section 2: That payment for the same shall be made from Account No. 401-1437-5330-3103 in an amount not to exceed \$50,000.

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

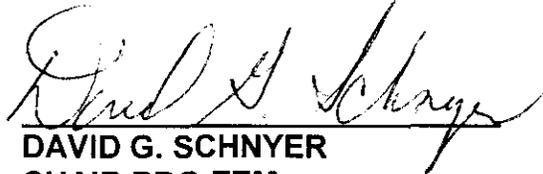
APPROVED:



MICHAEL D. BROWN,
MAYOR



EDWARD RODGERS,
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

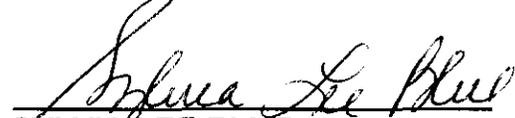
(MUNICIPAL SEAL)

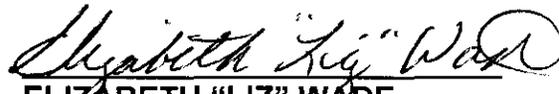


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/11/01

RESOLUTION NO. 242-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$3,013,000.00 CAPITAL PROJECTS NOTES, SERIES 2001 TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CAPITAL PROJECTS IN THE CITY; COVENANTING TO BUDGET AND APPROPRIATE FUNDS, FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES, TO REPAY SUCH NOTES; PRESCRIBING THE FORM, TERMS AND DETAILS OF SUCH NOTES; AWARDING THE NOTES TO FIRST UNION NATIONAL BANK BY NEGOTIATED SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING THE NOTES AS A "QUALIFIED TAX-EXEMPT OBLIGATION" WITHIN THE MEANING OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

GENERAL

SECTION 1.01. DEFINITIONS. As used herein, unless the context otherwise requires:

"Act" means, as applicable, the "Council-Mayor-Manager Charter of Riviera Beach," Ordinance No. 940, as amended and supplemented, Chapter 166, Florida Statutes, and other applicable provisions of law.

"Additional Debt" means any obligation described in Article VIII hereof.

"Annual Budget" means the annual budget prepared by the Issuer for each Fiscal Year in accordance with Section 6.03 below and in accordance with the laws of the State of Florida.

"Authorized Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Issuer as a depository, which is authorized under Florida law to be a depository of municipal funds and which has qualified with all applicable state and federal requirements concerning the receipt of Issuer funds.

"Bond Counsel" means counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

"Bond Year" means the annual period beginning on the first day of the month in which the Notes are issued and ending on the last day of the preceding month of the following year.

"Business Day" means any day which is not a Saturday, Sunday or legal holiday in Palm Beach County, Florida.

"Chief Financial Officer" means the chief financial officer of the Issuer as defined in Section 218.403, Florida Statutes.

"Clerk" means the Clerk or any Deputy Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"Completion Date" means for each Project, the cost of which is to be paid from proceeds of the Notes, the date on which such Project is completed as evidenced by a certificate of the Director of Public Works of the Issuer or his or her designee.

"Construction Fund" means the Construction Fund established pursuant to Section 5.01 hereof.

"Costs of the Project" means, with respect to each Project authorized pursuant to the terms hereof, those costs described in Section 4.02 hereof.

"Dated Date" means the date of issuance of the Notes.

"Debt Service Requirement" means for a given Bond Year the amount required to pay the principal and interest coming due on the Notes during that Bond Year.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Issuer pursuant to general law.

"Governing Body" means the City Council of the Issuer, or its successor in function.

"Initial Purchaser" means First Union National Bank.

"Investment Obligations" means any obligation permitted by law.

"Issuer" means the City of Riviera Beach, Florida.

"Legally Available Non-Ad Valorem Revenues" means all revenues of the Issuer derived

from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Notes, but only after provision has been made by the Issuer for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City of Riviera Beach, Florida, or which are legally mandated by applicable law.

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

"Noteholders" or "Holders" means the registered owners (or their authorized representatives) of the Notes.

"Notes" means the Issuer's Capital Project Notes, Series 2001, authorized to be issued hereunder to pay the Costs of the Projects, in an aggregate principal amount not to exceed \$3,013,000.00.

"Projects" means the capital improvements described in Exhibit "A" attached hereto, and, with the written consent of the Initial Purchaser, such other capital projects of a similar nature to be undertaken by the Issuer.

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

"State" means the State of Florida.

"Supplemental Resolution" means any resolution of the Issuer amending or supplementing this Resolution in accordance with the terms and provisions hereof.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Notes by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Notes. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Notes in accordance with the

terms hereof. All of the Notes, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to undertake the Projects.

(B) The Issuer deems it necessary and in its best interests to acquire and construct the Projects and to finance a all or a portion of the Costs of the Projects through the issuance of the Notes.

(C) The Issuer is authorized under the Act to issue the Notes and to use the proceeds thereof to pay the Costs of the Projects.

(D) The principal of, interest on and premium, if any, with respect to the Notes shall be secured solely by and payable from the Issuer's covenant to budget and appropriate, from Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the debt service on the Notes. The Issuer shall never be required to levy ad valorem taxes on any property to pay the principal of or interest on the Notes and the Notes shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

ARTICLE II

AUTHORIZATION, DESCRIPTION, FORM AND TERMS OF NOTES

SECTION 2.01. AUTHORITY FOR ISSUANCE OF NOTES. Subject and pursuant to the provisions hereof, the Notes to be known as "City of Riviera Beach, Florida Capital Project Notes, Series 2001" are hereby authorized to be issued in an aggregate principal amount not to exceed \$3,013,000.00 for the purpose of financing the Costs of the Projects.

SECTION 2.02. DESCRIPTION OF OBLIGATIONS. The Notes (initially issued in one (1) typewritten certificate) shall be dated the Dated Date. The Note shall bear interest from the Dated Date at the rate of 4.11% per annum. Interest on the Notes shall be calculated on the basis of a 360 day year consisting of twelve thirty day months. Accrued interest and principal on the Notes will be payable on the first day of April and October of each year, beginning April 1, 2002, through and including October 1, 2016. The amount of principal to be repaid on each payment date shall be as set forth in the form of Note attached as Exhibit "B" hereto.

The interest rate on the Note shall be adjusted upon the occurrence of an "Event of Taxability" as set forth on the form of Note attached as Exhibit "B" hereto.

Details of the Notes shall be as provided in the form of Note attached as Exhibit "B" hereto. The Notes shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit "B" hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the Clerk. So long as the Notes shall remain outstanding, the Issuer shall maintain and keep books for the registration and transfer of the Notes. The Notes may be assigned as provided in the form of Note attached as Exhibit "B" hereto.

The Notes issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Notes.

The Notes may be assigned as to principal and interest by the Initial Purchaser, or any assignee or successor-in-interest of the Initial Purchaser. Such assignment shall only be effective, and the Issuer obligated to pay such assignee, upon written notice of assignment being provided to the Clerk of the Issuer at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404; provided, however, the written notice of assignment must be received by the Clerk no later than the close of business on the last Business Day prior to a payment date in order to carry the right to receive the interest and principal payment due on such payment date. The Issuer may charge the registered owners of such Notes for the registration of every such assignment of such Notes sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by the Issuer, with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of Notes shall be effective.

If any date for payment of the principal of, premium, if any, or interest on any Note is not a Business Day, then payment shall be due on the next succeeding Business Day.

SECTION 2.03. EXECUTION OF NOTES. The Notes shall be executed in the name of the Issuer by the Mayor and the seal of the Issuer shall be imprinted, reproduced or lithographed on the Notes and attested to and countersigned by the Clerk. The signatures of either the Mayor or the Clerk (but not both) on the Notes may be by facsimile. If any officer whose signature appears on the Notes ceases to hold office before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes. In addition, any Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Note shall be the proper officers to sign such Note although at the date of such Note or the date of delivery thereof such persons may not have been such officers.

SECTION 2.04. NOTES MUTILATED, DESTROYED, STOLEN OR LOST. If any Note is mutilated, destroyed, stolen or lost, the Issuer or its agent shall either, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay a Note that has matured or is about to mature. A mutilated Note shall be surrendered to and canceled by the Clerk or its duly authorized agent. The

Holder must furnish the Issuer or its agent proof of ownership of any destroyed, stolen or lost Note; post satisfactory indemnity; comply with any reasonable conditions the Issuer or its agent may prescribe; and pay the Issuer's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation on the part of the Issuer whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 2.05. APPLICATION OF NOTE PROCEEDS. The proceeds received from the Notes shall be immediately deposited by the Issuer into the Construction Fund and used to pay the Costs of the Project.

SECTION 2.06. AWARD OF NOTES BY NEGOTIATED SALE. Because of the nature of the Notes, the maturity of the Notes and the prevailing market conditions, the negotiated sale of the Notes to the Initial Purchaser in substantial accordance with the Initial Purchaser's Commitment Letter to the Issuer dated November 9, 2001 (the "Commitment"), is hereby found to be in the best interests of the Issuer. Provided, however, that the provisions of this Resolution shall control to the extent of any conflict with the Commitment.

ARTICLE III

REDEMPTION

The Notes may be prepaid in whole or in part by the Issuer at any time prior to maturity. In the event of such prepayment the Issuer shall be obligated to pay, if applicable, a "Breakage Fee" as described in the form of Note attached hereto as Exhibit "B." In the event of any partial prepayment of the Notes, each partial prepayment shall be first applied to accrued interest hereon, and then to the principal installments in inverse order of maturity. Any prepayments shall be evidenced by the customary documentation of the Holder, and a copy of such documentation shall be provided to the Issuer after each prepayment.

ARTICLE IV

**AUTHORIZATION OF CONSTRUCTION AND
ACQUISITION OF PROJECTS; COST OF PROJECTS**

SECTION 4.01. AUTHORIZATION OF PROJECTS. The Issuer hereby authorizes the acquisition, construction and equipping of the Projects.

SECTION 4.02. COST OF PROJECTS. Proceeds received from the sale of the Notes are hereby authorized to be used to pay the Costs of the Projects. The Costs of each Project shall include, without limiting the items of cost permitted under the Act, the following items to the extent they relate to such Project: (i) all direct costs of the Project items described in the plans and specifications for such Project; (ii) all costs of planning, designing, acquiring, constructing, financing and placing such Projects in operation; (iii) all costs of issuance of the Notes, (iv) the cost of any lands or interests therein and all of the properties deemed necessary or convenient for the maintenance and operation of the Projects; (v) all other engineering, legal and financial costs and expenses; (vi) all expenses for estimates of costs and of revenues; (vii) costs of obtaining governmental and regulatory permits, licenses, covenants and approvals; (viii) all fees of special advisors and consultants associated with one or more aspects of the Projects or the financing thereof; (ix) all costs relating to claims or judgments arising out of the construction of the Project; (x) all federal, state and local taxes and payments in lieu of taxes required to be paid in connection with the acquisition and construction of the Project; (xi) interest on the Notes prior to and during construction of any Project, and for such additional periods as the Issuer may reasonably determine to be necessary for the placing of such Projects in operation; (xii) the reimbursement to the Issuer of all such costs of any Project that have been advanced by the Issuer from its available funds before the adoption of this Resolution; (xiii) the principal, interest, premium, if any, and costs related thereto, payable with respect to any note or other obligation issued by the Issuer to pay any part of the Costs of the Project enumerated in this Section 4.02; and (xiv) such other costs and expenses which shall be necessary or incidental to the financing herein authorized and the Projects herein described and the placing of same in operation.

ARTICLE V

CONSTRUCTION FUND

SECTION 5.01. CONSTRUCTION FUND. The "Capital Projects Notes Construction Fund" (the "Construction Fund") is hereby created and established. There shall be paid into the Construction Fund funds which, together with investment earnings thereon, will be sufficient to pay the Costs of each Project to be funded hereunder as designated hereby. All such moneys shall be and constitute trust funds for such purposes, and shall be delivered to and held by the Chief Financial Officer (or his designated Authorized Depository) who shall act as trustee of such funds for the purposes of this Resolution.

Any funds on deposit in the Construction Fund that, in the opinion of the Issuer, are not

immediately necessary for expenditure, as hereinabove provided, shall be held and shall be invested, in the manner provided by law, in Investment Obligations pursuant to Article VII below. All income derived from such investments of funds shall be retained therein.

SECTION 5.02. ACCOUNTING FOR FUNDS. For the purposes of this Resolution, each Fund created hereunder shall be a series of self-balancing accounts within the book of accounts of the Issuer and shall connote a segregation of accounts, which will support special purpose disclosure reports, not to be construed as a separate set of books of accounts.

For the purpose of investing or reinvesting, the Issuer may commingle moneys in the Funds created and established hereunder in order to achieve greater investment income; provided that the Issuer shall separately account for the amounts so commingled. The amounts required to be accounted for in each of the Funds designated herein may be deposited in a single bank account for the Issuer provided that adequate accounting procedures are maintained to reflect and control the restricted allocations of the amounts on deposit therein for the various purposes of such Funds as herein provided. The designation and establishment of funds and by this Resolution shall not be construed to require the establishment of any completely independent funds but rather is intended solely to constitute an allocation of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of certain revenues as herein provided.

ARTICLE VI

SOURCE OF PAYMENT OF NOTES; SPECIAL OBLIGATIONS OF THE ISSUER

SECTION 6.01. NOTES NOT TO BE GENERAL INDEBTEDNESS OF THE ISSUER. The Notes shall not be or constitute general obligations or indebtedness of the Issuer within the meaning of the Constitution of Florida, but shall be payable solely from and secured by the Issuer's covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues, in the manner and to the extent herein provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any other funds of the Issuer other than the Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein provided. The Holders shall have no lien upon the Projects or upon any real or tangible personal property of the Issuer.

SECTION 6.02. COVENANT TO BUDGET AND APPROPRIATE. The Issuer hereby covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Notes in such Fiscal Year, until the Notes are paid in full. Such covenant and agreement on the part of the Issuer shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding

the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs now provided or maintained by the Issuer, which generate Non Ad-Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues, nor, except as provided in the next succeeding paragraph, does it preclude the Issuer from pledging in the future a particular source or sources of Non Ad- Valorem Revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by the next succeeding paragraph) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the Issuer a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

The average of the Issuer's Legally Available Non-Ad Valorem Revenues for the two most recently ended Fiscal Years must cover existing and projected maximum annual debt service on debt secured by or payable from such revenues by at least 1.5 to 1.

SECTION 6.03. OPERATING BUDGET; FINANCIAL STATEMENTS. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues sufficient to comply with the Issuer's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The Issuer shall annually provide to each Holder the following:

- (a) a copy of the Issuer's Annual Budget within thirty (30) days of its completion;
- (b) as soon as available but in any event within 180 days after the end of each Fiscal Year, a copy of the Issuer's capital improvement plan and annual audited financial statements for such Fiscal Year; and
- (c) a certificate evidencing compliance with the covenant contained in the last sentence of Section 6.02, within 180 days of the end of each Fiscal Year.

ARTICLE VII

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Moneys held for the credit of the funds created hereby shall be invested and reinvested by the Issuer only in Investment Obligations. Such investments or reinvestments shall mature not later than the respective dates, as estimated by the Issuer, that the moneys held for the credit of said funds will be needed for the purposes of such funds.

Obligations so purchased as an investment of moneys in any such Fund shall be deemed at all times to be a part of such Fund and shall at all times, for the purposes of this Resolution, be valued annually on September 30 of each year at the cost thereof at the time of purchase or market value, whichever is less.

Except as otherwise provided herein all income and profits derived from the investment of money each fund created hereunder shall be retained in such fund and used for the purposes specified for such funds.

ARTICLE VIII

CONDITIONS TO THE ISSUANCE OF ADDITIONAL BONDS AND NOTES

The Issuer will not issue any obligations payable or secured by a specific source of Legally Available Non-Ad Valorem Revenues, or by a covenant to budget and appropriate from its Legally Available Non-Ad Valorem Revenues, or voluntarily cause to be created any such obligation, unless after the issuance of such obligation the test set forth in the last paragraph of Section 6.02 will continue to be met.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.01. EVENTS OF DEFAULT. Any one or more of the following events shall be an "Event of Default":

- (A) The Issuer shall fail to pay the principal of or interest on any of the Notes when due;
- (B) The Issuer shall fail to pay, when due, the principal of or interest on any other obligation as to which the Issuer has covenanted to budget and appropriate sufficient moneys to pay from its Legally Available Non- Ad Valorem Revenues;
- (C) The Issuer shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (iii) make an assignment for the general benefit of creditors, (iv) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (v) be adjudicated a bankrupt;
- (D) The Issuer shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Notes, and such default shall

continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Holder of the Notes; provided that such default shall not be an Event of Default if the Issuer within such 30 day period commences and carries out with due diligence to completion such action as is necessary to cure the same.

SECTION 9.02. REMEDIES. If an Event of Default shall have occurred and be continuing, any Holder may proceed to protect and its enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid.

No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy or remedies, 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.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

ARTICLE X

MISCELLANEOUS PROVISIONS

SECTION 10.01. MODIFICATION OR AMENDMENT. This Resolution may be modified and amended by the Issuer from time to time prior to the issuance of the Notes hereunder. Thereafter, no modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders.

SECTION 10.02. TAX COVENANTS. It is the intention of the Issuer and all parties under its control that the interest on the Notes issued hereunder be and remain excluded from gross income for federal income tax purposes and to this end the Issuer hereby represents to and covenants with each of the holders of the Notes issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Notes issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

- a) to refrain from using proceeds from the Notes in a manner that might cause the Notes to be classified as private activity bonds under Section 141(a) of the Code; and

b) to refrain from taking any action that would cause the Notes to become arbitrage bonds under Section 148 of the Code.

The Issuer understands that the foregoing covenants impose continuing obligations of the Issuer that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code are applicable to the Notes.

SECTION 10.03. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should 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 separate from the remaining covenants, agreements or provisions of this Resolution or of the Notes issued hereunder, which remaining covenants, agreements and provisions shall remain in full force and effect.

SECTION 10.04. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the owners and holders of the Notes issued under and secured by this Resolution, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners and holders from time to time of the Notes issued hereunder.

SECTION 10.05. CONTROLLING LAW; MEMBERS OF ISSUER NOT LIABLE. All covenants, stipulations, obligations and agreements of the Issuer contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Issuer or the Governing Body of the Issuer in his or her individual capacity, and neither the members or officers of the Governing Body of the Issuer nor any official executing the Notes shall be liable personally on the Notes or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Issuer or such members thereof.

SECTION 10.06. BANK QUALIFIED ISSUE. The Issuer hereby designates the Notes to be a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code.

SECTION 10.07. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances and other resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

SECTION 10.08. EFFECTIVE DATE. This Resolution shall become effective

immediately upon its adoption.

INTRODUCED AND ADOPTED this 19th day of December, 2001.

SEE FOLLOWING PAGE FOR SIGNATURES

SIGNATURES

CITY OF RIVIERA BEACH

APPROVED:



MICHAEL D. BROWN, MAYOR

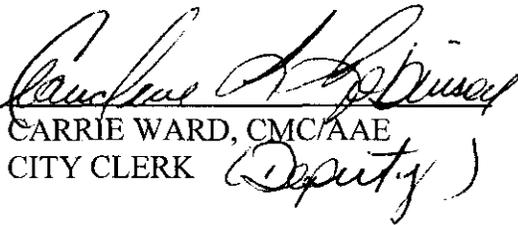
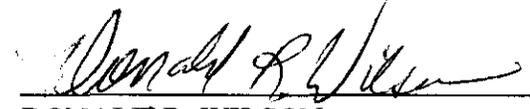


EDWARD RODGERS, CHAIRPERSON

ATTEST:



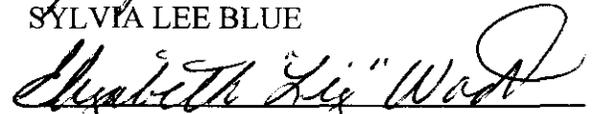
DAVID G. SCHNYER, CHAIR PRO TEM


CARRIE WARD, CMC/AAE
CITY CLERK (Deputy)

DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTION BY: D. Schnyer

SECOND BY: D. Wilson

S. BLUE aye

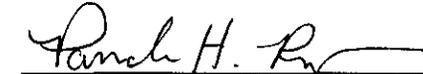
E. RODGERS aye

D. SCHNYER aye

E. WADE aye

D. WILSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY

DATE: 12/10/01

EXHIBIT "A"

CAPITAL PROJECTS

<u>Project</u>	<u>Estimated Cost</u>
Traffic Calming	\$ 100,000
Community Development Motor Vehicles	55,000
Demolition	50,000
Land Development Code	25,000
Bus Shelters Cash Match	75,000
Beautification Grant Cash Match	150,000
Public Works Directors Vehicle Replacement	30,000
Recreation/Parks Van Replacement	26,000
Sand for Parks	46,160
City Manager's/Legislative Building Repairs	80,000
Fire Department Vehicles	50,000
Roof Repairs/Building Renovations	1,429,000
Sidewalks	<u>883,840</u>
TOTAL	3,000,000

EXHIBIT "B"

(Form of Note)

REGISTERED
No. R-

REGISTERED
\$3,013,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF RIVIERA BEACH
CAPITAL PROJECTS NOTE, SERIES 2001

Interest Rate:

4.11%

Maturity Date:

October 1, 2016

Dated Date:

December 20, 2001

REGISTERED OWNER: First Union National Bank

PRINCIPAL AMOUNT: Three Million Thirteen Thousand Dollars

KNOW ALL MEN BY THESE PRESENTS, that the City of Riviera Beach, Florida, a municipal corporation of the State of Florida (hereinafter called the "Issuer") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the Interest Rate per annum identified above, until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at his address as it appears on the registration books of the Issuer at the close of business on the last Business Day (as defined in the Resolution), of the month next preceding the interest payment date (the "Record Date"). Payments of principal and accrued interest will be due on this Note on the first day of each April and October, beginning April 1, 2002, through and including October 1, 2016, in accordance with the following principal payment schedule:

<u>Payment Date</u>	<u>Principal Amount Due</u>
April 1, 2002	\$ 59,130.19
October 1, 2002	59,277.38
April 1, 2003	77,503.17
October 1, 2003	79,095.85
April 1, 2004	80,721.28

October 1, 2004	82,380.10
April 1, 2005	84,073.01
October 1, 2005	85,800.71
April 1, 2006	87,563.92
October 1, 2006	89,363.35
April 1, 2007	91,199.77
October 1, 2007	93,073.93
April 1, 2008	94,986.59
October 1, 2008	96,938.57
April 1, 2009	98,930.66
October 1, 2009	100,963.68
April 1, 2010	103,038.49
October 1, 2010	105,155.92
April 1, 2011	107,316.88
October 1, 2011	109,522.24
April 1, 2012	111,772.92
October 1, 2012	114,069.86
April 1, 2013	116,413.99
October 1, 2013	118,806.31
April 1, 2014	121,247.77
October 1, 2014	123,739.41
April 1, 2015	126,282.26
October 1, 2015	128,877.36
April 1, 2016	131,525.79
October 1, 2016	134,228.64

Interest on this Note shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Any payment of principal hereof or interest hereon not paid within ten (10) days of when due shall bear interest from the due date until paid at the rate of 8.11% per annum. If any payment of principal or interest is not made within ten (10) days of when due hereunder then the Holder hereof may declare the entire unpaid principal amount hereof to be immediately due and payable, whereupon the entire unpaid principal amount hereof together with accrued interest hereon shall be immediately due.

If interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction, to be includable in the gross income of the Holder for federal income tax purposes under the Code (a "Determination of Taxability"), the interest rate on this Note shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the "Adjusted Interest Rate") calculated on the basis of a 360-day year consisting of 12 thirty day months, as of and from the date such Determination of Taxability would be applicable with respect to this Bond (the "Accrual Date"); and (i) the Issuer shall on the next interest payment date (or, if this Note shall have

matured, within 30 days after demand by the Holder) hereon pay to the Holder, or any former Holder, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to the date of the Determination of Taxability, and (B) the actual interest paid by the Issuer on this Note from the Accrual Date to the date of Determination of Taxability, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Holder and/or former Holder arising as a result of such Determination of Taxability; and (ii) from and after the date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

No Determination of Taxability shall be deemed to occur unless the Issuer has been given timely written notice of such occurrence by the Holder of this Note and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability; provided that the Issuer, at its own expense, delivers to the Holder of this Note an opinion of bond counsel acceptable to such Holder to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

This Note is the entire authorized issue of Notes in the aggregate principal amount of \$3,013,000.00, issued to finance various capital projects within the City of Riviera Beach (the "Project") pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law (the "Act"), and a resolution duly adopted by the City Council of the Issuer on December 19, 2001, as amended and supplemented (the "Resolution"). This Note is also subject to the terms and conditions of the Resolution.

Subject to the provisions of the Resolution, this Note and the interest hereon are secured by the Issuer's covenant to budget and appropriate in each Fiscal Year from its Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Notes, until this Note has been paid in full. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms, lien and security of the Notes, the custody and application of the proceeds of the Notes, the rights and remedies of the Registered Owners of the Notes, and the extent of and limitations on the Issuer's rights, duties and obligations, to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Note. All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Resolution.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE REGISTERED OWNER OF THIS NOTE THAT SUCH REGISTERED OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE RESOLUTION.

It is further agreed between the Issuer and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon the Project, or any part thereof, or any other tangible personal property of or in the Issuer. Neither the members of the governing body of the Issuer nor any person executing the Notes shall be liable personally on the Notes by reason of their issuance.

This Note may be prepaid in whole or in part by the Issuer at any time prior to maturity, upon the Issuer providing the Registered Owner at least five (5) days' advance notice of its intent to prepay, but only upon payment of the herein described "Breakage Fee," if applicable. In the event of any partial prepayment of this Note, each partial prepayment shall include the payment of all interest accrued to the date of prepayment, and shall be first applied to the Breakage Fee, then to accrued interest hereon, and then to the principal installments in inverse order of maturity. Any prepayments shall be evidenced by the customary documentation of the Holder, and a copy of such documentation shall be provided to the Issuer after each prepayment.

The following provisions relating to prepayment and taxability shall apply for so long as First Union National Bank (the "Initial Purchaser") is the holder of this Note:

Prepayment

"Affected Principal Amount" means, for an Affected Principal Period, the principal amount of this Note scheduled to be outstanding during the Affected Principal Period determined as of the relevant Break Date before giving effect to the Break Event on that Break Date, and for any prepayment, multiplying each such principal amount times the Prepayment Fraction.

"Affected Principal Period" means each period from and including a Scheduled Due Date to but excluding the next succeeding Scheduled Due Date, provided that the first such period shall begin on and include the Break Date.

"Break Date" means each date on which a Break Event occurs.

“Break Event” means any prepayment, whether voluntary or by acceleration, in whole or in part, of principal of this Note occurring prior to the Scheduled Due Date.

“Breakage Fee” means, for each Break Event, the fee determined below.

“LIBOR Breakage” means any additional loss, cost or expense that the Initial Purchaser may incur with respect to any hedge for the fixed rate of this Note based on the difference between the London interbank offered rate (for U.S. dollar deposits of the relevant maturity) available in the London interbank market at the beginning of the interest period in which the Break Date occurs and that which is available in that market on the Break Date.

“Lock in Date” means November __, 2001.

“Maturity Date” means October 1, 2016.

“Prepayment Fraction” means a fraction, the numerator of which is the principal amount being prepaid and the denominator of which is the principal amount of this Note outstanding immediately prior to that prepayment on the Break Date.

“Present Value” means the amount determined as of the Break Date using “B” below as the discount rate.

“Scheduled Due Date” means any date on which principal on the Notes becomes due.

In addition to principal, interest and any other amount due under this Note, the Issuer shall pay on demand to the Initial Purchaser any Breakage Fee due hereunder for each Break Event. For each Break Date, a Breakage Fee shall be due only if the rate under “A” below exceeds the rate under “B” below and shall be determined as follows:

Breakage Fee= the Present Value of $((A-B) \times C)$ + LIBOR Breakage, where

A= The rate per annum equal to the sum of (i) the bond equivalent yield (bid side) of the U.S. Treasury security with a maturity closest to the Maturity Date as reported by the Wall Street Journal (or, if the Wall Street Journal is no longer published, any other published source selected by the Initial Purchaser) on the Lock in Date, plus (ii) the corresponding swap spread of the Initial Purchaser on the Lock in Date for a fixed rate payor to pay the Initial Purchaser the fixed rate side of an interest rate swap of that maturity, plus (iii) 0.25%.

B= The rate per annum equal to the sum of (i) the bond equivalent yield (bid side) of the U.S. Treasury security with a maturity closest to the Maturity Date as reported by the Wall Street Journal (or, if the Wall Street Journal is no longer published, any other published source selected by the Initial Purchaser) on the Break Date, plus (ii) the corresponding swap spread that the Initial Purchaser determines another swap dealer would quote to the Initial Purchaser on the Break Date for paying to the Initial Purchaser the fixed rate side of an interest rate

swap of that maturity.

C= The sum of the products of (i) each Affected Principal Amount for each Affected Principal Period, times (ii) the number of days in that Affected Principal Period divided by 360.

Breakage Fees are payable as liquidated damages, are a reasonable pre-estimate of the losses, costs and expenses the Initial Purchaser would incur in the event of any prepayment of this Note, are not a penalty, and will not require claim for, or proof of, actual damages, and the Initial Purchaser's determination thereof shall be conclusive and binding in the absence of manifest error.

Taxability

In the event this Note is no longer a "qualified tax-exempt obligation" under Section 265(b) of the Code or of a change in the marginal federal income tax rate applicable to corporations, the federal alternative minimum tax rate, the method prescribed by federal income tax laws for calculating the alternative minimum tax to which corporations may be subject and/or the preference reduction rate applicable under federal income tax laws to bank qualified bonds, the interest rate on this Note shall be adjusted to that rate which would result in the same after tax yield to the Initial Purchaser as if such change had not occurred. Provided, however, that in no event shall the interest rate on this Note exceed the maximum rate permitted by law.

A certificate of the Initial Purchaser as to any such change and the adjustment in the interest rate on this Note resulting therefrom, in the absence of manifest error, shall be final and conclusive. In determining such amount, the Initial Purchaser may use any reasonable averaging and attribution methods.

The registration of this Note may be assigned upon the registration books upon delivery to the Clerk of the Issuer accompanied by a written instrument or instruments of assignment in form and with guaranty of signature satisfactory to the Clerk, duly executed by the owner of this Note or by his attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the Issuer shall at the earliest practical time in accordance with the provisions of the Resolution enter the change of ownership in the registration books. The Issuer may charge the owner of such Note for the registration of every such assignment of a Note an amount sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the Issuer) to be paid with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of a Note shall be effective.

If the date for payment of the principal of, premium, if any, or interest on this Note shall not be a Business Day, then the payment shall be due on the next succeeding Business Day.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and

have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Notes does not violate any constitutional or statutory limitation or provision.

IN WITNESS WHEREOF, the City Council of the City of Riviera Beach has issued this Note and has caused the same to be executed by the manual or facsimile signature of the Mayor, and attested by the manual or facsimile signature of the Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ___ day of _____, ____.

(SEAL)

CITY OF RIVIERA BEACH, FLORIDA

Mayor

ATTEST:

Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under
Uniform Transfers to Minors Act of _____ .
(State)

Additional abbreviations may also be used
though not in the above list.

[End of Note Form]

RESOLUTION NO. 243-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$2,006,398.82 PUBLIC UTILITY REVENUE REFUNDING NOTES, SERIES 2001 TO REFUND THE CITY'S PUBLIC UTILITY REVENUE NOTES, SERIES 1996; PROVIDING FOR THE PAYMENT OF SUCH NOTES FROM THE HALF-CENT SALES TAX; ADDITIONALLY COVENANTING TO BUDGET AND APPROPRIATE ADDITIONAL FUNDS, FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES, TO MAKE SUCH PAYMENTS; PRESCRIBING THE FORM, TERMS AND DETAILS OF SUCH NOTES; AWARDING THE NOTES TO FIRST UNION NATIONAL BANK BY NEGOTIATED SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING THE NOTES AS A "QUALIFIED TAX-EXEMPT OBLIGATION" WITHIN THE MEANING OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

GENERAL

SECTION 1.01. DEFINITIONS. As used herein, unless the context otherwise requires:

"Act" means, as applicable, the "Council-Mayor-Manager Charter of Riviera Beach," Ordinance No. 940, as amended and supplemented, Chapter 166, Florida Statutes, Chapter 218, Florida Statutes, and other applicable provisions of law.

"Additional Debt" means any obligation described in Article VII hereof.

"Annual Budget" means the annual budget prepared by the Issuer for each Fiscal Year in accordance with Section 4.04 below and in accordance with the laws of the State of Florida.

"Authorized Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Issuer as a depository, which is authorized under Florida law to be a depository of municipal funds and which has qualified with all applicable state and federal requirements concerning the receipt of Issuer funds.

"Bond Counsel" means counsel experienced in matters relating to the validity of, and the

their political subdivisions.

"Bond Year" means the annual period beginning on the first day of the month in which the Notes are issued and ending on the last day of the preceding month of the following year.

"Business Day" means any day which is not a Saturday, Sunday or legal holiday in Palm Beach County, Florida.

"Chief Financial Officer" means the chief financial officer of the Issuer as defined in Section 218.403, Florida Statutes.

"Clerk" means the Clerk or any Deputy Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"Dated Date" means the date of issuance of the Notes.

"Debt Service Requirement" means for a given Bond Year the amount required to pay the principal and interest coming due on the Notes during that Bond Year.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Issuer pursuant to general law.

"Governing Body" means the City Council of the Issuer, or its successor in function.

"Half-Cent Sales Tax" means the funds distributed to the Issuer from the Local Government Half-Cent Sales Tax as provided in Part VI, Chapter 218, Florida Statutes.

"Half-Cent Sales Tax Fund" means the fund created by the resolution authorizing the Series 1992 Bonds in to which the Half-Cent Sales Tax is required to be deposited.

"Initial Purchaser" means First Union National Bank.

"Investment Obligations" means any obligation permitted by law.

"Issuer" means the City of Riviera Beach, Florida.

"Legally Available Non-Ad Valorem Revenues" means all revenues of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Notes, but only after

provision has been made by the Issuer for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City of Riviera Beach, Florida, or which are legally mandated by applicable law.

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

"Noteholders" or "Holders" means the registered owners (or their authorized representatives) of the Notes.

"Notes" means the Issuer's Public Utility Revenue Refunding Notes, Series 2001, authorized to be issued hereunder in an aggregate principal amount not to exceed \$2,006,398.82.

"Refunded Notes" means the Issuer's Public Utility Revenue Notes, Series 1996, initially issued in the aggregate principal amount of \$3,700,000.

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

"Series 1992 Bonds" means the Issuer's \$6,280,000 Waterfront Improvement Refunding Revenue Bonds, Series 1992, currently outstanding in the aggregate principal amount of \$4,220,000.

"State" means the State of Florida.

"Supplemental Resolution" means any resolution of the Issuer amending or supplementing this Resolution in accordance with the terms and provisions hereof.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Notes by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Notes. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Notes in accordance with the

terms hereof. All of the Notes, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Notes over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer is authorized under the Act to issue the Notes and to use the proceeds thereof for the purpose of refunding the Refunded Notes. The Refunded Notes were issued for the purpose of financing certain capital improvements, as described in the resolution authorizing the issuance of the Refunded Notes (the "Project").

(B) The Half-Cent Sales Tax and the amounts on deposit in the Half-Cent Sales Tax Fund are not pledged or encumbered in any manner, except for the payment of the principal and interest on the Series 1992 Bonds. The Issuer meets the criteria contained in Section 20(C)(4) of the resolution authorizing the issuance of the Series 1992 Bonds for issuing the Notes payable on a parity from the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund with the Series 1992 Bonds.

(C) The principal of, interest on and premium, if any, with respect to the Notes shall be secured solely by and payable from the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund pursuant to this Resolution, which the Issuer has full authority to irrevocably pledge. In addition, the Issuer has covenanted to budget and appropriate, from Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the debt service on the Notes, if at any time the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund is insufficient for such purpose. The Issuer shall never be required to levy ad valorem taxes on any property to pay the principal of or interest on the Notes and the Notes shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) The Half-Cent Sales Tax is estimated to be sufficient to pay all of the principal of and interest on the Notes as the same shall become due, to pay such portion of the principal and interest on the Series 1992 Bonds as shall be required by the resolution authorizing the issuance thereof, and to make all other payments in connection with the Notes required by this Resolution.

ARTICLE II

AUTHORIZATION, DESCRIPTION, FORM AND TERMS OF NOTES

SECTION 2.01. AUTHORITY FOR ISSUANCE OF NOTES. Subject and pursuant to the provisions hereof, the Notes to be known as "City of Riviera Beach, Florida Public Utility Revenue Refunding Notes, Series 2001" are hereby authorized to be issued in an aggregate principal amount not to exceed \$2,006,188.16 for the purpose of refunding the Refunded Notes.

SECTION 2.02. DESCRIPTION OF OBLIGATIONS. The Notes (initially issued in one (1) typewritten certificate) shall be dated the Dated Date. The Note shall bear interest from the Dated

Date at the rate of 2.93% per annum. Interest on the Notes shall be calculated on the basis of a 360 day year consisting of twelve thirty day months. Accrued interest and principal on the Notes will be payable on the first day of April and October of each year, beginning April 1, 2002, through and including October 1, 2006. The amount of principal to be repaid on each payment date shall be as set forth in the form of Note attached hereto as Exhibit "A" hereto.

The interest rate on the Note shall be adjusted upon the occurrence of an "Event of Taxability" as set forth on the form of Note attached as Exhibit "A" hereto.

Details of the Notes shall be as provided in the form of Note attached as Exhibit "A" hereto. The Notes shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit "A" hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the Clerk. So long as the Notes shall remain outstanding, the Issuer shall maintain and keep books for the registration and transfer of the Notes. The Notes may be assigned as provided in the form of Note attached as Exhibit "A" hereto.

The Notes issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Notes.

The Notes may be assigned as to principal and interest by the Initial Purchaser, or any assignee or successor-in-interest of the Initial Purchaser. Such assignment shall only be effective, and the Issuer obligated to pay such assignee, upon written notice of assignment being provided to the Clerk of the Issuer at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404; provided, however, the written notice of assignment must be received by the Clerk no later than the close of business on the last Business Day prior to a payment date in order to carry the right to receive the interest and principal payment due on such payment date. The Issuer may charge the registered owners of such Notes for the registration of every such assignment of such Notes sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by the Issuer, with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of Notes shall be effective.

If any date for payment of the principal of, premium, if any, or interest on any Note is not a Business Day, then payment shall be due on the next succeeding Business Day.

SECTION 2.03. EXECUTION OF NOTES. The Notes shall be executed in the name of the Issuer by the Mayor and the seal of the Issuer shall be imprinted, reproduced or lithographed on the Notes and attested to and countersigned by the Clerk. The signatures of either the Mayor or the Clerk (but not both) on the Notes may be by facsimile. If any officer whose signature appears on the Notes ceases to hold office before the delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes. In addition, any Note may bear the signature of, or may be

signed by, such persons as at the actual time of execution of such Note shall be the proper officers to sign such Note although at the date of such Note or the date of delivery thereof such persons may not have been such officers.

SECTION 2.04. NOTES MUTILATED, DESTROYED, STOLEN OR LOST. If any Note is mutilated, destroyed, stolen or lost, the Issuer or its agent shall either, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay a Note that has matured or is about to mature. A mutilated Note shall be surrendered to and canceled by the Clerk or its duly authorized agent. The Holder must furnish the Issuer or its agent proof of ownership of any destroyed, stolen or lost Note; post satisfactory indemnity; comply with any reasonable conditions the Issuer or its agent may prescribe; and pay the Issuer's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation on the part of the Issuer whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 2.05. APPLICATION OF NOTE PROCEEDS. The proceeds received from the Notes shall be applied by the Issuer and used to (a) refund the Refunded Notes and (b) pay the costs of issuance of the Notes.

SECTION 2.06. AWARD OF NOTES BY NEGOTIATED SALE. Because of the nature of the Notes, the maturity of the Notes and the prevailing market conditions, the negotiated sale of the Notes to the Initial Purchaser in substantial accordance with the Initial Purchaser's Commitment Letter to the Issuer dated November 9, 2001 (the "Commitment"), is hereby found to be in the best interests of the Issuer. Provided, however, that the provisions of this Resolution shall control to the extent of any conflict with the Commitment.

ARTICLE III

REDEMPTION

The Notes may be prepaid in whole or in part by the Issuer at any time prior to maturity. In the event of such prepayment the Issuer shall be obligated to pay, if applicable, a "Breakage Fee" as described in the form of Note attached hereto as Exhibit "A." In the event of any partial prepayment of the Notes, each partial prepayment shall be first applied to accrued interest hereon, and then to the principal installments in inverse order of maturity. Any prepayments shall be evidenced by the customary documentation of the Holder, and a copy of such documentation shall be provided to the Issuer after each prepayment.

ARTICLE IV

SOURCE OF PAYMENT OF NOTES; SPECIAL OBLIGATIONS OF THE ISSUER

SECTION 4.01. NOTES NOT TO BE GENERAL INDEBTEDNESS OF THE ISSUER. The Notes shall not be or constitute general obligations or indebtedness of the Issuer within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Half-Cent Sales Tax and the amounts on deposit in the Half-Cent Sales Tax Fund, in the manner and to the extent herein provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any other funds of the Issuer other than the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund, all in the manner and to the extent herein provided. The Holders shall have no lien upon the Project or upon any real or tangible personal property of the Issuer.

SECTION 4.02. PLEDGE OF REVENUES. The payment of the principal of and interest on the Notes shall be secured forthwith equally and ratably by an irrevocable lien on and pledge of the Half-Cent Sales Tax, amount on deposit in the Half-Cent Sales Tax Fund and all earnings thereon, all in the manner and to the extent provided herein, and, except as to the lien on and pledge of the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund of the holders of the Series 1992 Bonds, which lien is on a parity with the lien granted to the Holders of the Notes, prior and superior to all other liens or encumbrances on the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund, and, as provided herein, the Issuer does hereby irrevocably pledge the Half-Cent Sales Tax and the amounts on deposit in the Half-Cent Sales Tax Fund, and all earnings thereon, all to the payment of the principal of, premium, if any, and interest on the Notes and for all other payments as provided herein.

SECTION 4.03. COVENANT TO BUDGET AND APPROPRIATE. In addition to the foregoing lien on and pledge of the Half-Cent Sales Tax and the Half-Cent Sales Tax Fund, the Issuer covenants to budget and appropriate, from Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Notes, if at any time the Half-Cent Sales Tax and Half-Cent Sales Tax Fund is insufficient for such purpose. Notwithstanding the foregoing covenant of the Issuer, the Issuer does not covenant to maintain any services or programs now provided or maintained by the Issuer, which generate Non Ad-Valorem Revenues. The average of the Issuer's Legally Available Non-Ad Valorem Revenues for the two most recently ended Fiscal Years must cover existing and projected maximum annual debt service on debt secured by or payable from such revenues by at least 1.5 to 1.

SECTION 4.04. OPERATING BUDGET; FINANCIAL STATEMENTS. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues

sufficient to comply with the Issuer's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The Issuer shall annually provide to each Holder the following:

- (a) a copy of the Issuer's Annual Budget within thirty (30) days of its completion;
- (b) as soon as available but in any event within 180 days after the end of each Fiscal Year, a copy of the Issuer's capital improvement plan and annual audited financial statements for such Fiscal Year; and
- (c) a certificate evidencing compliance with the covenant contained in the last sentence of Section 4.03, within 180 days of the end of each Fiscal Year.

ARTICLE V

CREATION AND USE OF FUNDS AND ACCOUNTS; DISPOSITION OF REVENUES

SECTION 5.01. CREATION OF DEBT SERVICE FUND. There is hereby created and established a fund to be known as: the "Public Utility Revenue Notes Debt Service Fund" (the "Debt Service Fund"). The Debt Service Fund shall constitute a trust fund for the purposes herein provided, shall be delivered to and held by the Chief Financial Officer (or an Authorized Depository designated by the Chief Financial Officer), in each case who shall act as trustee of such funds for the purposes hereof, shall be subject to a lien and charge in favor of the Holders and registered owners of the Notes, and shall at all times be kept separate and distinct from all other funds of the Issuer and used only as herein provided.

SECTION 5.02. DISPOSITION OF HALF-CENT SALES TAX. The Half-Cent Sales Tax shall be deposited into the Half-Cent Sales Tax Fund. On the 28th day of each month, the Issuer shall deposit into the Debt Service Fund, from the moneys on deposit in the Half-Cent Sales Tax Fund, an amount that, together with any other funds lawfully transferred into the Debt Service Fund, will be equal to one sixth (1/6) of the principal and interest payable on the Notes on the next semi-annual payment date (provided, that the payment immediately preceding each payment date shall be in an amount equal to the principal and interest payable on the Notes on such payment date less the amount then on deposit in the Debt Service Fund). Provided, however, that at such time as the Series 1992 Bonds are paid or redeemed or defeased, the Half-Cent Sales Tax Fund shall be transferred to and maintained as a separate fund under this Resolution. Any amounts remaining in the Half-Cent Sales Tax Fund after making all deposits required hereunder and under the resolution authorizing the issuance of the Series 1992 Bonds shall be applied as provided therein.

SECTION 5.04. ACCOUNTING FOR FUNDS. For the purposes of this Resolution, each Fund created hereunder shall be a series of self-balancing accounts within the book of accounts of the Issuer and shall connote a segregation of accounts, which will support special purpose disclosure reports, not to be construed as a separate set of books of accounts.

For the purpose of investing or reinvesting, the Issuer may commingle moneys in the Funds created and established hereunder in order to achieve greater investment income; provided that the Issuer shall separately account for the amounts so commingled. The amounts required to be accounted for in each of the Funds designated herein may be deposited in a single bank account for the Issuer provided that adequate accounting procedures are maintained to reflect and control the restricted allocations of the amounts on deposit therein for the various purposes of such Funds as herein provided. The designation and establishment of funds and by this Resolution shall not be construed to require the establishment of any completely independent funds but rather is intended solely to constitute an allocation of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of certain revenues as herein provided.

ARTICLE VI

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Moneys held for the credit of the funds created hereby shall be invested and reinvested by the Issuer only in Investment Obligations. Such investments or reinvestments shall mature not later than the respective dates, as estimated by the Issuer, that the moneys held for the credit of said funds will be needed for the purposes of such funds.

Obligations so purchased as an investment of moneys in any such Fund shall be deemed at all times to be a part of such Fund and shall at all times, for the purposes of this Resolution, be valued annually on September 30 of each year at the cost thereof at the time of purchase or market value, whichever is less.

Except as otherwise provided herein all income and profits derived from the investment of money each fund created hereunder shall be retained in such fund and used for the purposes specified for such funds.

ARTICLE VII

CONDITIONS TO THE ISSUANCE OF ADDITIONAL BONDS AND NOTES

The Issuer will not issue any obligations payable from the Half-Cent Sales Tax, or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to the lien of the Notes, upon the Half-Cent Sales Tax. The Issuer may issue obligations payable from the Half-Cent Sales Tax on a parity with the Notes ("Additional Debt"), so long as no Event of Default exists hereunder and, for each of the two most recently concluded Fiscal Years preceding the proposed issuance of such Additional Debt (a) the Half-Cent Sales Tax in such Fiscal

Year equaled at least one hundred fifteen percent (115%) of the sum of (i) the Debt Service Requirement for such Fiscal Year, (ii) the debt service on the Series 1992 Bonds for such Fiscal Year, and (iii) the maximum annual debt service on such Additional Debt, and (b) the other covenants of the Issuer contained herein will continue to be met. For purposes of determining compliance with (a)(ii) immediately above, the interest rate on any Additional Debt which bears interest at a variable rate will be deemed to be the greater of (a) the projected initial rate of interest to be borne by such Additional Debt or (ii) six percent (6.00%) per annum if the Additional Debt is tax exempt and nine percent (9.00%) per annum if the debt is not tax exempt. In addition, until the Series 1992 Bonds have been paid, redeemed or defeased, any Additional Debt must meet the criteria set forth in Section 20(C) of the resolution authorizing the issuance of the Series 1992 Bonds.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. EVENTS OF DEFAULT. Any one or more of the following events shall be an "Event of Default":

(A) The Issuer shall fail to pay the principal of or interest on any of the Notes when due;

(B) The Issuer shall fail to pay, when due, the principal of or interest on (i) the Series 1992 Bonds, (ii) any other obligation secured by a pledge of the Half-Cent Sales Tax on a parity with the pledge herein provided, or (iii) any obligation as to which the Issuer has covenanted to budget and appropriate sufficient moneys to pay from its Legally Available Non- Ad Valorem Revenues;

(C) The Issuer shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (iii) make an assignment for the general benefit of creditors, (iv) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (v) be adjudicated a bankrupt;

(D) The Issuer shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Notes, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Holder of the Notes; provided that such default shall not be an Event of Default if the Issuer within such 30 day period commences and carries out with due diligence to completion such action as is necessary to cure the same.

SECTION 8.02. REMEDIES. If an Event of Default shall have occurred and be continuing, any Holder may proceed to protect and its enforce its rights hereunder and under the Notes by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce

the rights aforesaid.

No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy or remedies, 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.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 9.01. MODIFICATION OR AMENDMENT. This Resolution may be modified and amended by the Issuer from time to time prior to the issuance of the Notes hereunder. Thereafter, no modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders.

SECTION 9.02. TAX COVENANTS. It is the intention of the Issuer and all parties under its control that the interest on the Notes issued hereunder be and remain excluded from gross income for federal income tax purposes and to this end the Issuer hereby represents to and covenants with each of the holders of the Notes issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Notes issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

- a) to refrain from using proceeds from the Notes in a manner that might cause the Notes to be classified as private activity bonds under Section 141(a) of the Code; and
- b) to refrain from taking any action that would cause the Notes to become arbitrage bonds under Section 148 of the Code.

The Issuer understands that the foregoing covenants impose continuing obligations of the Issuer that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code are applicable to the Notes.

SECTION 9.03. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should 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 separate from the remaining covenants, agreements or provisions of this Resolution or of the Notes issued hereunder, which remaining covenants, agreements and provisions shall remain in full force and effect.

SECTION 9.04. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the owners and holders of the Notes issued under and secured by this Resolution, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners and holders from time to time of the Notes issued hereunder.

SECTION 9.05. CONTROLLING LAW; MEMBERS OF ISSUER NOT LIABLE. All covenants, stipulations, obligations and agreements of the Issuer contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Issuer or the Governing Body of the Issuer in his or her individual capacity, and neither the members or officers of the Governing Body of the Issuer nor any official executing the Notes shall be liable personally on the Notes or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Issuer or such members thereof.

SECTION 9.06. BANK QUALIFIED ISSUE. The Issuer hereby designates the Notes to be a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code.

SECTION 9.07. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances and other resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

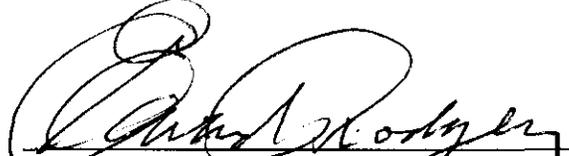
SECTION 9.08. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

INTRODUCED AND ADOPTED this 19th day of December, 2001.

SIGNATURES
CITY OF RIVIERA BEACH

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

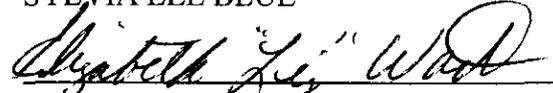
ATTEST:


DAVID G. SCHNYER, CHAIR PRO TEM


CARRIE WARD, CMC/AAE
CITY CLERK *(Deputy)*


DONALD R. WILSON

SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTION BY: D. Schnyer

SECOND BY: D. Wilson

S. BLUE aye

E. RODGERS aye

D. SCHNYER aye

E. WADE aye

D. WILSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
DATE: 12/10/01

EXHIBIT "A"

(Form of Note)

REGISTERED
No. R-

REGISTERED
\$2,006,398.82

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF RIVIERA BEACH
PUBLIC UTILITY REVENUE REFUNDING NOTE, SERIES 2001

Interest Rate:

2.93%

Maturity Date:

October 1, 2006

Dated Date:

December 20, 2001

REGISTERED OWNER: First Union National Bank

PRINCIPAL AMOUNT: Two Million, Six Thousand, Three Hundred Ninety Eight Dollars and Eighty Two Cents

KNOW ALL MEN BY THESE PRESENTS, that the City of Riviera Beach, Florida, a municipal corporation of the State of Florida (hereinafter called the "Issuer") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the Interest Rate per annum identified above, until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at his address as it appears on the registration books of the Issuer at the close of business on the last Business Day (as defined in the Resolution), of the month next preceding the interest payment date (the "Record Date"). Payments of principal and accrued interest will be due on this Note on the first day of each April and October, beginning April 1, 2002, through and including October 1, 2006, in accordance with the following principal payment schedule:

<u>Payment Date</u>	<u>Principal Amount Due</u>
April 1, 2002	\$ 154,699.50
October 1, 2002	154,974.75
April 1, 2003	201,452.82

October 1, 2003	204,404.10
April 1, 2004	207,398.62
October 1, 2004	210,437.01
April 1, 2005	213,519.91
October 1, 2005	216,647.98
April 1, 2006	219,821.87
October 1, 2006	223,042.26

Interest on this Note shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Any payment of principal hereof or interest hereon not paid within ten (10) day of when due shall bear interest from the due date until paid at the rate of 6.93% per annum.

If interest on this Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction, to be includable in the gross income of the Holder for federal income tax purposes under the Code (a "Determination of Taxability"), the interest rate on this Note shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the "Adjusted Interest Rate") calculated on the basis of a 360-day year consisting of 12 thirty day months, as of and from the date such Determination of Taxability would be applicable with respect to this Bond (the "Accrual Date"); and (i) the Issuer shall on the next interest payment date (or, if this Note shall have matured, within 30 days after demand by the Holder) hereon pay to the Holder, or any former Holder, as may be appropriately allocated, an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to the date of the Determination of Taxability, and (B) the actual interest paid by the Issuer on this Note from the Accrual Date to the date of Determination of Taxability, and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Holder and/or former Holder arising as a result of such Determination of Taxability; and (ii) from and after the date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

No Determination of Taxability shall be deemed to occur unless the Issuer has been given timely written notice of such occurrence by the Holder of this Note and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability; provided that the Issuer, at its own expense, delivers to the Holder of this Note an opinion of bond counsel acceptable to such Holder to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is

taken will be reversed, vacated or otherwise set aside.

This Note is the entire authorized issue of Notes in the aggregate principal amount of \$2,006,398.82, issued to finance the refunding of the Issuer's Public Utility Revenue Notes, Series 1996 (the "Refunded Notes") pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, Chapter 218, Florida Statutes, the Charter of the Issuer and other applicable provisions of law (the "Act"), and a resolution duly adopted by the City Council of the Issuer on December 19, 2001, as amended and supplemented (the "Resolution"). This Note is also subject to the terms and conditions of the Resolution.

This Note and the interest hereon are secured solely by and payable from a prior lien upon and pledge of the Half-Cent Sales Tax and amounts on deposit in the Half-Cent Sales Tax Fund (both as defined in the Resolution) and certain other funds and investment earnings thereon, all in the manner and to the extent provided in the Resolution. In addition, the Issuer covenants to budget and appropriate from all Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Notes, if at any time such funds are insufficient for such purpose. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms, lien and security of the Notes, the custody and application of the proceeds of the Notes, the rights and remedies of the Registered Owners of the Notes, and the extent of and limitations on the Issuer's rights, duties and obligations, to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Note. All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Resolution.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE REGISTERED OWNER OF THIS NOTE THAT SUCH REGISTERED OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE RESOLUTION.

It is further agreed between the Issuer and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon the Project, or any part thereof, or any other tangible personal property of or in the Issuer, but shall constitute a lien only on the Half-Cent Sales Tax, the Half-Cent Sales Tax Fund and certain other funds and investment earnings thereon, all in the manner and to the extent provided in the Resolution. Neither the members of the governing body of the Issuer nor any person executing the Notes shall be liable personally on the Notes by reason of their issuance.

This Note may be prepaid in whole or in part by the Issuer at any time prior to maturity, upon the Issuer providing the Registered Owner at least ten (10) days' advance notice of its intent to prepay, but only upon payment of the herein described "Breakage Fee," if applicable. In the event of any partial prepayment of this Note, each partial prepayment shall include the payment of all interest accrued to the date of prepayment, and shall be first applied to the Breakage Fee, then to accrued interest hereon, and then to the principal installments in inverse order of maturity. Any prepayments shall be evidenced by the customary documentation of the Holder, and a copy of such documentation shall be provided to the Issuer after each prepayment.

The following provisions relating to prepayment and taxability shall apply for so long as First Union National Bank (the "Initial Purchaser") is the holder of this Note:

Prepayment

"Affected Principal Amount" means, for an Affected Principal Period, the principal amount of this Note scheduled to be outstanding during the Affected Principal Period determined as of the relevant Break Date before giving effect to the Break Event on that Break Date, and for any prepayment, multiplying each such principal amount times the Prepayment Fraction.

"Affected Principal Period" means each period from and including a Scheduled Due Date to but excluding the next succeeding Scheduled Due Date, provided that the first such period shall begin on and include the Break Date.

"Break Date" means each date on which a Break Event occurs.

"Break Event" means any prepayment, in whole or in part, of principal of this Note occurring prior to the Scheduled Due Date.

"Breakage Fee" means, for each Break Event, the fee determined below.

"LIBOR Breakage" means any additional loss, cost or expense that the Initial Purchaser may incur with respect to any hedge for the fixed rate of this Note based on the difference between the London interbank offered rate (for U.S. dollar deposits of the relevant maturity) available in the London interbank market at the beginning of the interest period in which the Break Date occurs and that which is available in that market on the Break Date.

"Lock in Date" means November __, 2001.

"Maturity Date" means October 1, 2006.

"Prepayment Fraction" means a fraction, the numerator of which is the principal amount being prepaid and the denominator of which is the principal amount of this Note outstanding immediately prior to that prepayment on the Break Date.

“Present Value” means the amount determined as of the Break Date using “B” below as the discount rate.

“Scheduled Due Date” means any date on which principal on the Notes becomes due.

In addition to principal, interest and any other amount due under this Note, the Issuer shall pay on demand to the Initial Purchaser any Breakage Fee due hereunder for each Break Event. For each Break Date, a Breakage Fee shall be due only if the rate under “A” below exceeds the rate under “B” below and shall be determined as follows:

Breakage Fee= the Present Value of $((A-B) \times C)$ + LIBOR Breakage, where

A= The rate per annum equal to the sum of (i) the bond equivalent yield (bid side) of the U.S. Treasury security with a maturity closest to the Maturity Date as reported by the Wall Street Journal (or, if the Wall Street Journal is no longer published, any other published source selected by the Initial Purchaser) on the Lock in Date, plus (ii) the corresponding swap spread of the Initial Purchaser on the Lock in Date for a fixed rate payor to pay the Initial Purchaser the fixed rate side of an interest rate swap of that maturity, plus (iii) 0.25%.

B= The rate per annum equal to the sum of (i) the bond equivalent yield (bid side) of the U.S. Treasury security with a maturity closest to the Maturity Date as reported by the Wall Street Journal (or, if the Wall Street Journal is no longer published, any other published source selected by the Initial Purchaser) on the Break Date, plus (ii) the corresponding swap spread that the Initial Purchaser determines another swap dealer would quote to the Initial Purchaser on the Break Date for paying to the Initial Purchaser the fixed rate side of an interest rate swap of that maturity.

C= The sum of the products of (i) each Affected Principal Amount for each Affected Principal Period, times (ii) the number of days in that Affected Principal Period divided by 360.

Breakage Fees are payable as liquidated damages, are a reasonable pre-estimate of the losses, costs and expenses the Initial Purchaser would incur in the event of any prepayment of this Note, are not a penalty, and will not require claim for, or proof of, actual damages, and the Initial Purchaser’s determination thereof shall be conclusive and binding in the absence of manifest error.

Taxability

In the event this Note is no longer a “qualified tax-exempt obligation” under Section 265(b) of the Code or of a change in the marginal federal income tax rate applicable to corporations, the federal alternative minimum tax rate, the method prescribed by federal income tax laws for calculating the alternative minimum tax to which corporations may be subject and/or the preference reduction rate applicable under federal income tax laws to bank qualified bonds, the interest rate on this Note shall be adjusted to that rate which would result in the same after tax yield to the Initial Purchaser as if such change had not occurred. Provided, however, that in no event shall the interest

rate on this Note exceed the maximum rate permitted by law.

A certificate of the Initial Purchaser as to any such change and the adjustment in the interest rate on this Note resulting therefrom, in the absence of manifest error, shall be final and conclusive. In determining such amount, the Initial Purchaser may use any reasonable averaging and attribution methods.

The registration of this Note may be assigned upon the registration books upon delivery to the Clerk of the Issuer accompanied by a written instrument or instruments of assignment in form and with guaranty of signature satisfactory to the Clerk, duly executed by the owner of this Note or by his attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the Issuer shall at the earliest practical time in accordance with the provisions of the Resolution enter the change of ownership in the registration books. The Issuer may charge the owner of such Note for the registration of every such assignment of a Note an amount sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the Issuer) to be paid with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of a Note shall be effective.

If the date for payment of the principal of, premium, if any, or interest on this Note shall not be a Business Day, then the payment shall be due on the next succeeding Business Day.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Notes does not violate any constitutional or statutory limitation or provision.

IN WITNESS WHEREOF, the City Council of the City of Riviera Beach has issued this Note and has caused the same to be executed by the manual or facsimile signature of the Mayor, and attested by the manual or facsimile signature of the Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ___ day of _____, ____.

(SEAL)

CITY OF RIVIERA BEACH, FLORIDA

Mayor

ATTEST:

Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under
Uniform Transfers to Minors Act of _____ .
(State)

Additional abbreviations may also be used
though not in the above list.

[End of Note Form]

RESOLUTION NO. 244-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO PUBLISH A NOTICE OF THE MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 12, 7:00 AM UNTIL 7:00 PM WITHIN THE MUNICIPAL BOUNDARIES TO FILL THE EXPIRED SEATS TO WIT: DISTRICT TWO (2); AND DISTRICT FOUR (4) RESPECTIVELY. DESIGNATING A CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the Charter of the City of Riviera Beach and its Code of Ordinances provides for elections to be held on the second Tuesday in March of each year for the electorates to fill the office at such time; and

WHEREAS, in the year 2002 there are two offices to be filled at the General Election to be held in the city Tuesday, March 12, 2002.

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

SECTION 1. That the General Elections shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 12th day of March, for the purpose of electing qualified candidates as provided by law for District Two (2); and District Four (4) respectively. Candidates for District Two (2) and District Four (4) shall file within the district in which they have resided in for one year, as of January 29, 2002. All offices shall be voted upon at-large.

SECTION 2. The Palm Beach County Supervisor of Elections shall provide for use of the voting equipment; process and canvass absentee ballots for said elections.

SECTION 3. Palm Beach County has accepted a new voting system. The municipalities will be the first to hold an election utilizing this system; therefore, the Palm Beach County Supervisor of Elections is hereby authorized to train the appropriate Election Board staff to facilitate the designated precincts in the City of Riviera Beach.

SECTION 4. Immediately after closing of the polls on the day of said elections, the clerks of each precinct shall certify the returns thereof.

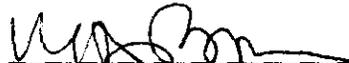
SECTION 5. Absentee Ballots shall be processed by equipment at the Palm Beach County Supervisor of Elections Office. The City Council shall at its regular scheduled meeting, March 20 officially accept the results of the March 12, 2002 election as presented by the City Clerk.

SECTION 6. The City hereby designates the following Canvassing Board members: City Clerk Carrie E. Ward, Mayor Michael D. Brown, Councilpersons Elizabeth Wade, Edward Rodgers, and Donald Wilson. Members may attend the scheduled L & A test, and; to be available to review Absentee Ballots as necessary. Further that Supervisor of Elections, LePore is hereby authorized to serve as a member of the Canvassing Board as necessary.

SECTION 7. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 19th day of December, ²⁰⁰¹~~2002~~.

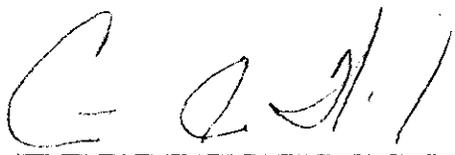
APPROVED:



MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

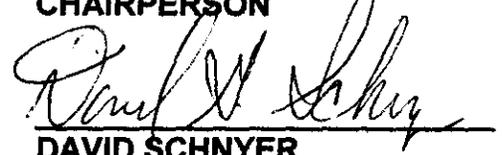
ATTEST



CARRIE E. WARD, CMC/AE
CITY CLERK



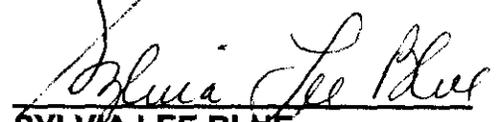
EDWARD RODGERS
CHAIRPERSON



DAVID SCHNYER
CHAIR PRO-TEM



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS: aye

D. SCHNYER: aye

D. WILSON: aye

S. BLUE: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

CITY OF RIVIERA BEACH, FLORIDA

PUBLIC UTILITY REVENUE REFUNDING NOTE RESOLUTION

ADOPTED DECEMBER 19, 2001

RESOLUTION NO: 245-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INLET HARBOR CITY OF RIVIERA BEACH REDEVELOPMENT PLAN MODIFICATION 2001; DIRECTING THAT THE PLAN BE CARRIED OUT IN ACCORDANCE WITH ITS TERMS; SUBMITTING SAID PLAN TO EACH TAXING AUTHORITY THAT LEVIES AD VALOREM TAXES ON TAXABLE REAL PROPERTY CONTAINED WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE REDEVELOPMENT AREA; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICTS CLAUSE; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS the Riviera Beach Community Redevelopment Agency (the "Agency"), a duly created community redevelopment agency, created and established pursuant to Part III of Chapter 163, Florida Statutes; ratified and confirmed by City of Riviera Beach by Ordinance No. 2883 and Final Summary Judgment in case number CA-01-8461-AN, pursuant to Sections 163.355, 163.360, 163.361 and 163.362, Florida Statutes (2000), has caused to be prepared a modification of the Inlet Harbor Redevelopment Plan (the "Plan"); and

WHEREAS, the City Council of the City of Riviera Beach approved Resolution 88-01, relating to "finding a blighted area exists in the City" and specifying the Expanded CRA Area; and

WHEREAS, the Agency submitted the Plan to the City's Planning and Zoning Board which serves as the Local Planning Agency; and

WHEREAS, the Local Planning Agency reviewed the Plan and provided written recommendations as to its conformity with the Comprehensive Plan to the Agency; and

WHEREAS, the Local Planning Agency, held a series of public meetings on the following dates: February 15, 2001, March 22, 2001, November 15, 26, and 29, 2001, with respect to said conformity with the Comprehensive Plan; and

WHEREAS, the Agency having reviewed written recommendations of the Local Planning Agency, including the Agency's recommendation for approval, submitted the Plan to the City Council of the City of Riviera Beach and to each taxing authority that levies ad valorem taxes on taxable real property contained in the

geographical boundaries of the redevelopment area; and

WHEREAS, the Agency held a public hearing, duly noticed, on December 12, 2001, and, after receiving comments from the public and discussion by the Board of Commissioners, approved the Plan; and

WHEREAS, the City Council found that the Plan meets the requirements for approval as contained in Section 163.360(7) and Section 163.361, Florida Statutes, 2000.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein.

SECTION 2. The City Council finds that the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001 meets the requirements of Sections 163.360, 163.361 and 163.362, Florida Statutes (2000).

SECTION 3. The City Council, having held a public hearing as required by law and having received the comments from the public, the Planning and Zoning Board acting as the Local Planning Agency, and from the City of Riviera Beach Community Redevelopment Agency, approves the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001.

SECTION 4. The Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, having been approved by the City Council is therefore deemed to be in full force and effect and the Community Redevelopment Agency is directed to carry out the Plan in accordance with its terms.

SECTION 5. Should any one or more of the provisions of this resolution be held invalid, such provision shall be null and void and shall be deemed separate from the remaining provisions and shall in no way affect the validity of any of the remaining provisions of the resolution.

SECTION 6. All resolutions or parts of resolutions in conflict are hereby repealed.

SECTION 7. This resolution shall take effect immediately upon its passage.

RESOLUTION NO. 245-01
PAGE -3-

PASSED AND APPROVED this 19th day of December, 2001

APPROVED:


MAYOR MICHAEL D. BROWN

(MUNICIPAL SEAL)


EDWARD RODGERS, CHAIRPERSON


DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE

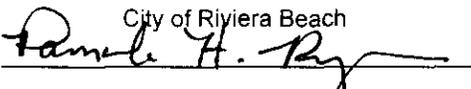

ELIZABETH K. WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS: aye
D. SCHNYER: aye
D. WILSON: aye
S. BLUE: aye
E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY
City Attorney

City of Riviera Beach


Date: 12/12/01

RESOLUTION NO. 246-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE 2001-2002 BUDGET OF THE PUBLIC WORKS DEPARTMENT STREETS AND CANALS DIVISION BE AMENDED BY DELETING ONE (1) CLASSIFIED MAINTENANCE WORKER II AND ADDING THE CLASSIFIED POSITION OF MAINTENANCE MECHANIC UNDER CLASS TITLE PUBLIC WORKS SERVICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Streets and Canals Division of Public Works Department has been assigned the responsibility of maintaining the swale areas throughout the City; and

WHEREAS, an employee must be responsible for repairing sprinkler systems in the swale areas; and

WHEREAS, there is a need to create the position of Maintenance Mechanic in the Streets and Canals Division of Public Works Department.

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 Streets and Canals Division of the Public Works Department Budget be amended by deleting one Maintenance Worker II position.

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Works Service	Maintenance Worker II	G-20	\$19,656- \$31,587

SECTION 2. That the Streets and Canals Division of Public Works Department Budget be amended by adding one Maintenance Mechanic position.

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Works Service	Maintenance Mechanic	G-22	\$20,590- \$32,454

SECTION 3. That the City Council approves the amended 2001-2002 Streets and Canals Division of the Public Works Department Budget.

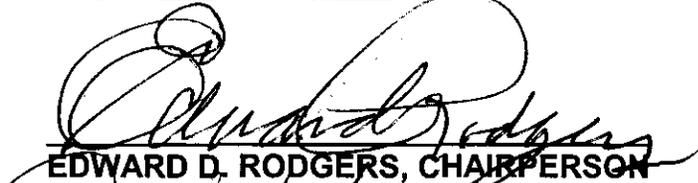
SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 19th day of December 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR



EDWARD D. RODGERS, CHAIRPERSON



DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:



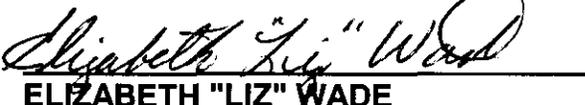
DONALD R. WILSON



SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

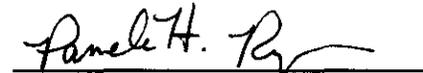
D. SCHNYER nay

D. WILSON aye

S. BLUE aye

E. WADE nay

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/11/01

RESOLUTION NO. 247-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE PAY & CLASSIFICATION PLAN BE AMENDED BY DELETING THE CLASSIFIED POSITION OF PROPERTY MAINTENANCE TECHNICIAN UNDER CLASS TITLE PUBLIC WORKS SERVICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the classified position of Property Maintenance Technician is within the Department of Public Works; and

WHEREAS, this position will be deleted from the Pay and Classification Plan to create a supervisory position; and

WHEREAS, this supervisory position is necessary in the Property Maintenance Division of Public Works Department to perform supervisory functions:

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

SECTION 1. That the following classified position be deleted from the Pay and Classification Plan:

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Work Service	Property Maintenance Technician	G-30	\$27,914- \$45,046

SECTION 2. That the following classified position be added to the Public Works Department Budget of the Property Maintenance Division:

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Public Works Service	Public Works Supervisor II	GS/C-31	\$29,265- \$43,737

SECTION 3. That the City Council approves the amended 2001-2002 Property Maintenance Division of Public Works Department Budget.

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

PASSED AND APPROVED this 19th day of December 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR



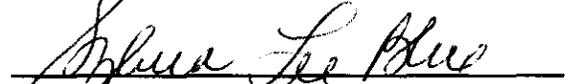
EDWARD D. RODGERS, CHAIRPERSON



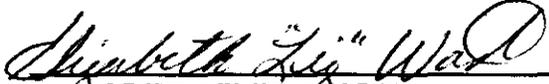
DAVID G. SCHNYER, CHAIR PRO-TEM



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

ATTEST:



CARRIE E. WARD, MC/AE
CITY CLERK

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

E. RODGERS nay

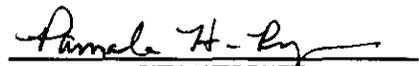
D. SCHNYER nay

D. WILSON aye

S. BLUE aye

E. WADE nay

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/11/01

RESOLUTION NO. 248-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN BY CREATING THE CLASSIFIED POSITION OF PLANNING TECHNICIAN UNDER CLASS TITLE PLANNING AND AUTHORIZING THE TRANSFER OF \$5,219.00 FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 TO COMMUNITY DEVELOPMENT DEPARTMENT SALARY AND RELATED BENEFITS ACCOUNT AND PROVIDING EFFECTIVE DATE.

WHEREAS, the Community Development Department requires a more technical position to perform the duties within the department; and

WHEREAS, the existing clerical classification has not been sufficient for the performance of the duties required for the position; and

WHEREAS, the reclassified clerical position of Staff Assistant I to Planning Technician will allow more efficient operation within the Community Development Department; 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 Pay and Classification Schedule be amended to add the following classification to our Pay and Classification Schedule as follows:

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Planning	Planning Technician	G28	\$25,405- \$40,146

SECTION 2. That the pay and classification schedule be amended to reflect the position of Planning Technician.

SECTION 3. That the Finance Director is authorized to transfer \$5,219.00 from General Fund Contingency Account number 001-0203-519-0-5999 to the Community Development Department salary and related benefits account.

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

PASSED AND APPROVED this _____ day of _____ 2001.

APPROVED:

MICHAEL D. BROWN
MAYOR

EDWARD RODGERS, CHAIRPERSON

DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:

DONALD R. WILSON

SYLVIA LEE BLUE

CARRIE E. WARD, CMC/AE
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

RESOLUTION NO. _____
PAGE -3-

MOTIONED BY: _____

SECONDED BY: _____

E. RODGERS _____

D. SCHNYER _____

D. WILSON _____

S. BLUE _____

E. WADE _____

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

CITY OF RIVIERA BEACH
PAY & CLASSIFICATION PLAN
PAGE 3
EFFECTIVE DATE: 10/01/00

CLASS TITLE **PAY RANGE / GRADE**

PLANNING

Planning Technician	G28
Planning/Zoning Administrator	M09
Planner	GS/C34
Senior Planner	M07

POLICE (NON-SWORN)

Asset Specialist	G22
Booking Technician	G23
Community Organizer	G24
Crime Scene Technician	G27
Emergency Communications Operator	G27
Emergency Communications Manager	M06
Emergency Communications Supervisor	GS/C30
Evidence Custodian (Police Property)	G24
Police Aide	G24
Police Records Technician	G15

PUBLIC WORKS SERVICE

Auto Mechanic I	G26
Auto Mechanic II	G28
Auto Mechanic III	G29
Automotive Records Specialist	G26
Carpenter	G28
Custodian I	G16
Custodian II	G18
Electrician	G29
Equipment Operator I (Trucks)	G22
Maintenance Mechanic	G22
Maintenance Worker I	G17
Maintenance Worker II	G20
Paint & Body Mechanic	G26
Painter	G25
Property Maintenance Technician	G30

CITY OF RIVIERA BEACH
 CLASSIFICATION PLAN
 PAGE 12
 EFFECTIVE DATE: 10/01/00

RANGE	CLASSIFICATION	SALARY	
G28	Automotive Mechanic II	25,404.5158 - 40,145.8466	
	Building Technician I	488.5484	772.0355
	Carpenter	12.2137	19.3009
	Marina Forklift Operator		
	<u>Planning Technician</u>		
	Senior Equipment Operator		
G29	Auto Mechanic III	26,628.5835 - 42,102.9288	
	Electrician	512.0881	809.6717
	Laboratory Technician	12.8022	20.2418
	Utilities Electrician		
	Water Plant Operator II		
	Water/Sewer Plant Mechanic II		
G30	Accountant	27,913.5836 - 45,045.5142	
	Information Services Technician I	536.7997	866.2599
	Property Maintenance Technician	3.4200	21.6565
G31	Legal Assistant	29,265.1382 - 46,396.6332	
	Public Works Coordinator	562.7912	892.2429
		14.0698	22.3061
G32	Electrical & Instrumentation Tech.	30,683.2263 - 48,578.2795	
	Engineering Technician	590.0621	934.1977
	GIS CADD Technician I	14.7516	23.3549

RESOLUTION NO. 249-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE BUDGET OF THE COMMUNITY DEVELOPMENT DEPARTMENT BY RECLASSIFYING THE CLASSIFIED POSITION OF STAFF ASSISTANT I TO THE NEW POSITION OF PLANNING TECHNICIAN AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$5,218.87 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 001-0203-5190-5999 TO THE COMMUNITY DEVELOPMENT DEPARTMENT ADMINISTRATION SALARY ACCOUNT NO. 001-0714-5150-1201; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed reclassification of Staff Assistant I to Planning Technician will provide additional support to the Community Development Department; and

WHEREAS, an assessment was done and showed that the reclassification of the Staff Assistant I position in the Community Development is needed to carry out the duties of the Planning and Zoning Division; and

WHEREAS, the reclassification of the position of Staff Assistant I to Planning Technician will meet the demands of the Department's workload.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT THE COMMUNITY DEVELOPMENT BUDGET BE AMENDED AS FOLLOWS:

Section 1. That the Community Development Department budget be amended to reflect the reclassified position of Planning Technician.

Section 2. That the City Council authorizes the reclassification as follows:

From	POSITION	RANGE	SALARY
CLASS TITLE			
CLERICAL & RELATED	Staff Assistant I	G-19	\$19,208 - \$30,249
To			
PLANNING	Planning Technician	G-28	\$25,404 - \$40,145

Section 3. That the Finance Director is authorized to transfer \$5,218.87 from the General Fund Contingency Account No. 001-0203-5190-5999 to the Community Development Administration Salary Account No. 001-0714-5150-1201.

Section 4. That this resolution shall take effect immediately upon its passage.

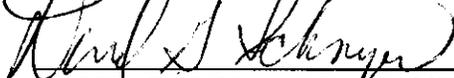
PASSED AND APPROVED on this 19th day of December, 2001.

APPROVED:

MICHAEL D. BROWN, MAYOR

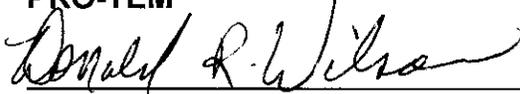


EDWARD RODGERS, CHAIRPERSON



DAVID G. SCHNYER, CHAIRPERSON
PRO-TEM

{MUNICIPAL SEAL}



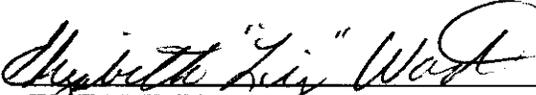
DONALD R. WILSON

ATTEST:



SYLVIA LEE BLUE

CARRIE E. WARD, CMC/AE
CITY CLERK

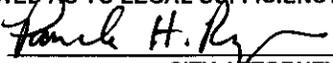


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY _____
SECONDED BY _____

E. RODGERS
D. SCHNYER
D. WILSON
S. BLUE
E. WADE

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

Date: 12/7/01

RESOLUTION NO. 250-01

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 LIEN ON PROPERTY LOCATED AT 1440 W. 31 STREET, ACREHOME PARK #2 ADD., BLK 14, LT 39-42, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$1,625.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1440 W. 31 Street, Acrehome Park #2, Blk 14, Lt. 39-42, was found to be in violation of the City's Code of Ordinances on May 22nd 1990, pursuant to Case No. CEB 90-242 dated August 25, 1990; and

WHEREAS, liens were filed against the property by the City of Riviera Beach, Book 6581, Page 308, for non-compliance with the Code Enforcement Board's order; and

WHEREAS, property located at 1440 W. 31st Street, Acrehome Park #2, Blk 14, Lt. 39-42 was found to be in violation of the City's Code of Ordinances on May 28th, 1991, pursuant to Case No. CEB 91-146 dated July 16, 1991; and

WHEREAS, liens were filed against the property by the City of Riviera Beach on September 19, 1991, Book 6962, Page 527 for non-compliance with the Code Enforcement Board's order; and

WHEREAS, cases CEB 90-242 & CEB 01-146 were complied; and

WHEREAS, there is a pending violation on the property (CEB 01-209); and

WHEREAS, the property located at 1440 W. 31st Street is owned by Rueben Finley, and

WHEREAS, City staff has negotiated an offer of settlement with Mr. Finley in the amount of \$1, 625.00, and

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

WHEREAS, the City Council finds it in the best interest of the City to release the liens 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 \$1,625.00 as consideration for the release of a lot clearing lien and code enforcement liens hereby granted on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of 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.

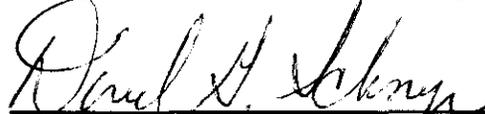
PASSED and APPROVED this 19th day of December, 2001.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}


DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CM/IAAE
CITY CLERK

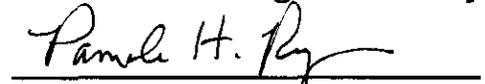

SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By: E. Wade
Seconded By: D. Wilson

E. Rodgers	<u>aye</u>
D. Schnyer	<u>nay</u>
D. Wilson	<u>aye</u>
S. Blue	<u>aye</u>
E. Wade	<u>aye</u>

Reviewed as to Legal Sufficiency


Pamela H. Ryan
City Attorney
City of Riviera Beach

Date: 12/11/01

RESOLUTION NO. 251-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO THE ROSE LAW FIRM, P.A., 215 FIFTH STREET, WEST PALM BEACH, FL 33401 IN THE AMOUNT OF \$8,005.03 FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTERS OF BUNCH, MCDYER AND JONES; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

WHEREAS, the Rose Law Firm, P.A. performed professional legal services for the City of Riviera Beach; and

WHEREAS, the Rose Law Firm, P. A. submitted invoices in the amount of \$8,005.03 for performing professional legal services in the matters of Bunch, McDyer and Jones.

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 Interim Finance Director are authorized to make the payment in the amount of \$8,005.03 from Account #001-0512-5190-3101.

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

PASSED AND ADOPTED this 19th day of December 2001.

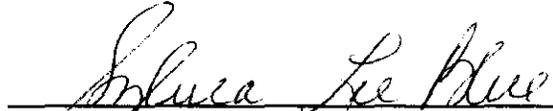
APPROVED:


MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

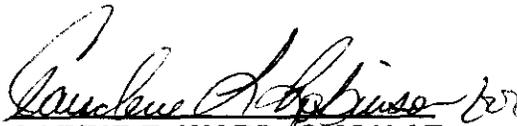

EDWARD RODGERS, CHAIRPERSON

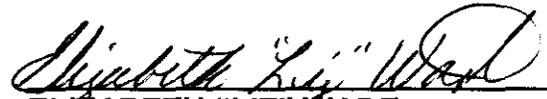

DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


SYLVIA LEE BLUE


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

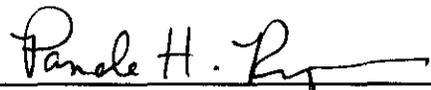
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/19/01

RESOLUTION NO. 252-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN BY CREATING THE CLASSIFIED POSITION OF ACCOUNTANT II UNDER CLASS TITLE FINANCE AND AUTHORIZING THE TRANSFER OF \$31,308 FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 TO THE FINANCE DEPARTMENT SALARY AND RELATED BENEFITS ACCOUNT, AND PROVIDING EFFECTIVE DATE.

WHEREAS, the audit for the City's Fiscal Year end September 30, 2000, contained several recommendations to staff an additional senior accountant level position within the Finance Department; and

WHEREAS, the Finance Department accepts the recommendation to staff an additional accountant position with a higher level of technical accounting skills to maintain bank reconciliation and grant reporting on a current basis; and

WHEREAS, the Finance Department and the City will greatly benefit from the financial skills of an additional accountant titled Accountant II.

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 Pay and Classification Schedule be amended to add the following classification to our Pay and Classification Schedule as follows:

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Finance & Accounting	Accountant II	G37	\$38,903- \$61,707

SECTION 2. That the pay and classification schedule be amended to reflect the position and Accountant II

SECTION 3. That the Finance Director is authorized to transfer \$31,308 from General Fund Contingency Account number 001-0203-519-0-5999 to the Finance Department salary and related benefit account.

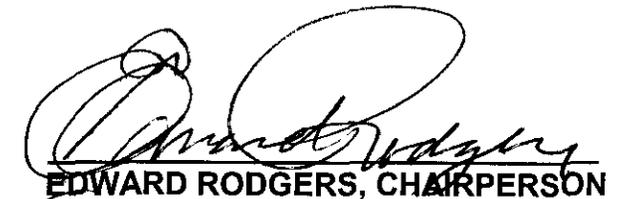
SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 19th day of December 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR

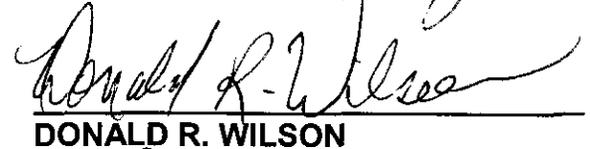


EDWARD RODGERS, CHAIRPERSON



DAVID G. SCHNYER, CHAIR PRO-TEM

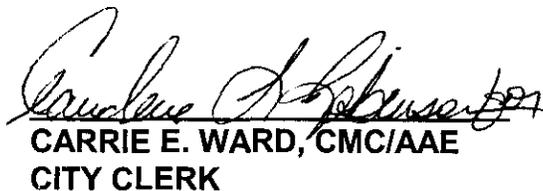
ATTEST:



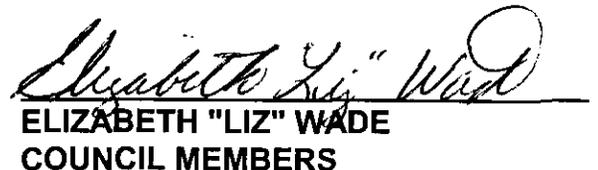
DONALD R. WILSON



SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

RESOLUTION NO. 252-01
PAGE -3-

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE nay

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

CITY OF RIVIERA BEACH
PAY & CLASSIFICATION PLAN
PAGE 2
EFFECTIVE DATE: 10/01/00

CLASS TITLE **PAY RANGE/ GRADE**

BUILDING & INSPECTIONS

Assistant Building Official	M08
Building Official	M09
Building Technician I	G28
Combination Inspector	G38
Combination Plans Examiner	G38
Community Development Director	M12
EDP Permit Aide	G20
Electrical/Mechanical Inspector	G35
Plans Examiner	G34
Plumbing Inspector	G35

ENGINEERING & RELATED

City Engineer	M11
Engineering Technician	G32

FINANCE & ACCOUNTING

Accountant	G30
Accountant II	G37
Accounting Clerk	G26
Assistant Director of Finance	M09
Budget & Management Specialist	M07
Customer Service Clerk	G18
Finance Director	M12
Payroll Technician	G26
Utility Billing Clerk I	G18
Utility Billing Clerk II	G20
Utility Billing Office Manager	GS/C29

LIBRARY SERVICES

Library Director	M09
Librarian I	GS/C27
Librarian II	GS/C31
Library Aide	G09
Library Assistant	G20

CITY OF RIVIERA BEACH
 CLASSIFICATION PLAN
 PAGE 13
 EFFECTIVE DATE: 10/01/00

RANGE	CLASSIFICATION	SALARY
G33		32,173.7352 - 50,958.1470 618.7257 979.9644 15.4681 24.4991
G34	Plans Examiner	33,741.0672 - 53,495.4675 648.8667 1,028.0667 16.2217 25.7017
G35	Electrical/Mechanical Inspector Plumbing Inspector	35,384.5434 - 56,088.7568 680.4720 1,078.6299 17.0118 26.9657
G36		37,113.8595 - 58,850.5049 713.7281 1,131.7405 17.8432 28,2935
G37	<u>Accountant II</u>	38,903.4716 - 61,706.6765 748.1437 1,186.6669 18.7036 29.6667
G38	Combination Inspector Combination Plans Examiner	40,794.1778 - 64,705.6259 784.5034 1,244.3390 19.6126 31.1085