

RESOLUTION NO. 1-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN FUNDS 308-00-399999 AND 303-00-399999; AUTHORIZING THE NEGOTIATION AND PURCHASE OF IN-CAR VIDEO AND LAPTOP COMPUTERS FROM MOTOROLA; AUTHORIZING THE FINANCE DIRECTOR TO PAY MOTOROLA \$171,981 FROM ACCOUNT NUMBER 308-0822-521-0-6451; AUTHORIZING THE FINANCE DIRECTOR TO PAY MOTOROLA \$54,000 FROM ACCOUNT NUMBER 310-0817-521-0-6451; AND AUTHORIZING THE FINANCE DIRECTOR TO PAY MOTOROLA \$58,005.00 FROM ACCOUNT NUMBER 303-0817-521-0-6451; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, request for proposals were solicited from professional firms for the development and implementation of an In Car Video System and Data Laptop; and

WHEREAS, a committee reviewed three (3) firm's proposals, and after an evaluation process, selected Motorola State and Local Government Division, Sunrise, Florida, as the top-ranking firm; and

WHEREAS, the Police Department wants to purchase 26 In Car Video and Laptop systems from Motorola at a cost of \$283,986.

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

SECTION 1: The City Council authorizes the Finance Director to appropriate fund balance as follows:

Fund 308

Revenue	308-00-399999	\$171,981.00
Expenditure	308-0822-521-0-6451	\$171,981.00

Fund 303

Revenue	303-00-399999	\$58,005.00
Expenditure	303-0817-521-0-6451	\$58,005.00

SECTION 2: The City Council authorizes the negotiation and purchase of In Car Video and Laptop systems from Motorola.

SECTION 3: The Finance Director is authorized to make payments to Motorola, as follows:

Account Number	Description	Amount
308-0822-521-0-6451	Capital Motor Vehicle	\$171,981.00
310-0817-521-0-6451	Capital Motor Vehicle	\$54,000.00
303-0817-521-0-6451	Impact Fee-Capital Motor Veh	\$58,005.00
	Total	\$283,986.00

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

PASSED AND APPROVED this 4th day of January, 2006

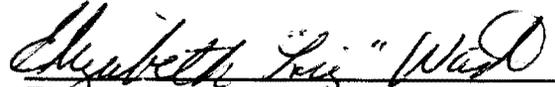
RESOLUTION NO. 1-06

PAGE 3

APPROVED:

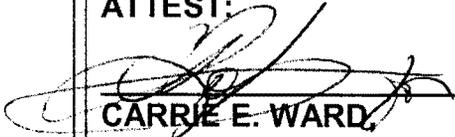


MICHAEL D. BROWN
MAYOR

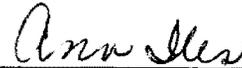


ELIZABETH "LIZ" WADE
CHAIRPERSON

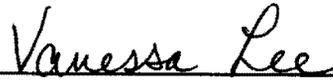
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



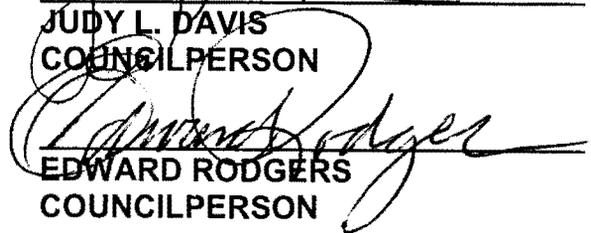
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

V. LEE: aye

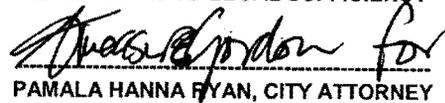
J. DAVIS: aye

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/29/05

RESOLUTION NO. 2-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING AN ADMINISTRATIVE FEE SCHEDULE FOR THE RIVIERA BEACH POLICE DEPARTMENT EXTRA-DUTY POLICE SERVICES; AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE 2005-06 GENERAL FUND BUDGET BY \$86,000 FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riviera Beach Police Department provides Extra-Duty Police Services to customers in the City at a rate of \$25.00 per hour, which is paid directly to the officer, by the customer; and

WHEREAS, the City incurs expenses related to coordination and management of Extra-Duty Police Services, and wishes to establish a fee schedule, making the program self-sustaining; and

WHEREAS, the Administrative Fee revenue is projected to be \$86,000 annually; and projected expenses related to the coordination of extra duty details are as follows:

Description	Amount
Overtime	15,000.00
Postage	150.00
Operating Supplies	1100.00
Vehicle Maintenance	2000.00
Fuel and Lube	3000.00
Total	\$21,250.00

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

SECTION 1: The City Council does hereby adopt a fee schedule for Extra-Duty Police Services as follows:

Description	Per Hour Fee
Administrative Fee	5.00
Vehicle Fee	5.00

SECTION 2: The fee schedule may be amended by adoption of a subsequent Resolution by the City Council.

SECTION 3: That the City Council authorizes the Finance Director to amend the 2005-06 Police Department General Fund Budget as follows:

REVENUE

001-00-342101	Police Services	86,000.00
	Total	\$86,000.00

EXPENDITURE

001-0817-521-0-1203	Overtime	15,000.00
001-0817-521-0-4201	Postage	150.00
001-0817-521-0-5201	Operating Supplies	1100.00
001-0822-521-0-4605	Vehicle Maintenance	2000.00
001-0822-521-0-5202	Fuel and Lube	3000.00
001-0203-519-0-5999	General Fund Contingency	64,750.00
	Total	\$86,000.00

SECTION 4: The City Council hereby authorizes the City Manger to withhold the charging of fees to governmental agencies when inter-local agreements are established and in situations where the presence of extra-duty officers proves mutually beneficial for the community and the customer and is in the interest of enhanced public safety.

SECTION 5: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 4th day of January, 2006

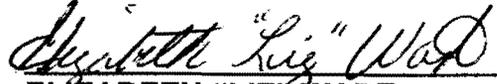
RESOLUTION NO. 2-06

PAGE 3

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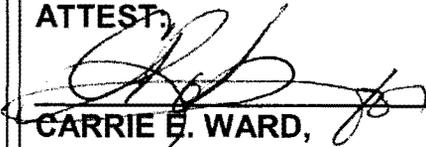


MICHAEL D. BROWN
MAYOR

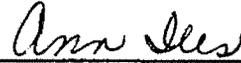


ELIZABETH "LIZ" WADE
CHAIRPERSON

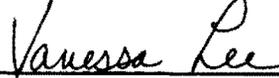
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



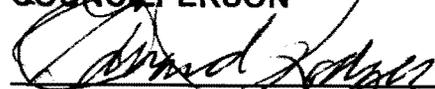
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: A. Iles

V. LEE: aye

J. DAVIS: aye

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/29/05

RESOLUTION NO. 3-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE PROJECT BUDGET FOR IMPROVEMENTS TO GOODMARK PARK TO FINANCE THE PURCHASE AND INSTALLATION OF RUBBER MULCHING MATERIAL FOR THE PLAYGROUND AREA AT GOODMARK PARK; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$12,959.00 FROM THE CAPITAL IMPACT FEE FUND (303) AND MAKE PAYMENT TO RUBBER RECYCLE OF LAKEWOOD, NEW JERSEY AND CHRIS WAYNE & ASSOCIATES OF JUPITER, FLORIDA FROM ACCOUNT NO. 303-1234-572-0-6351 IN THE AMOUNTS OF \$19,230.00 AND 2,200.00 RESPECTIVELY; AND ESTABLISHING A BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council accepts the recommendation of staff to increase the project budget for improvements to Goodmark Park to purchase and install rubber mulching material for the play area at the park; and

WHEREAS, sufficient funding for the required budget increase is available in the Capital Impact Fee Fund (303).

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

SECTION 1. That the Purchasing Director is authorized to issue purchase orders for the purchase and installation of rubber mulching material to Rubber Recycle Inc. and Chris Wayne & Associates.

SECTION 2. The Finance Director is authorized to appropriate fund balance in the Capital Impact Fee Fund (303) as follows:

Revenue:
303-00-399999 Capital Impact Fee Fund – Fund Balance \$ 12, 959

Expenditures:
310-1234-572-0-6251 Capital Improv. Other Than Blds. \$ 12,959

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

RESOLUTION NO. 3-06
PAGE 2.

PASSED AND APPROVED this 4th day of January, ~~2005~~ 2006.

APPROVED:

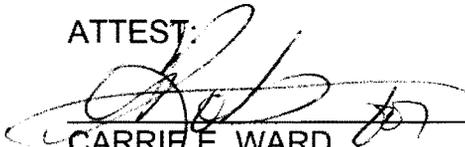


MICHAEL D. BROWN,
MAYOR

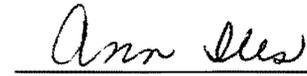


ELIZABETH "LIZ" WADE
CHAIRPERSON

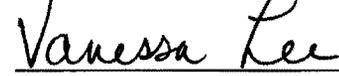
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



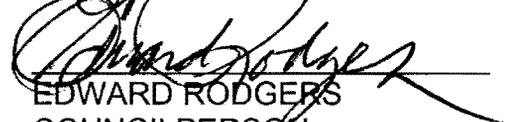
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

V. LEE: aye

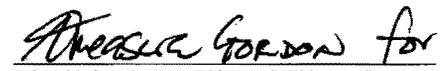
J. DAVIS: aye

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/29/05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RECREATION DEPARTMENT TO PURCHASE THREE (3) ACTIVITY BUSES FROM ATLANTIC BUS SALES OF POMPANO BEACH, FLORIDA BY PIGGYBACKING FROM VILLAGE OF ROYAL PALM BEACH RFP NO. PR-04/07; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO ATLANTIC BUS SALES FROM ACCOUNTS NO. 310-1232-572-0-6451 IN THE AMOUNT OF \$250,000 AND 303-1232-572-0-6451 IN THE AMOUNT OF \$144,239 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Recreation Department requires activity buses to support existing youth sport programs and various special activities and events; and

WHEREAS, the City Council approved funding for the purchase of activity buses in the 2005/2006 Capital budget to support existing youth sport programs and other activities; and

WHEREAS, the City can purchase the needed buses from Atlantic Bus Sales of Pompano Beach, Florida by piggybacking from pricing, terms, and conditions previously offered to the Village of Royal Palm Beach in response to their RFP NO. PR-04/07

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

SECTION 1. Staff is authorized to purchase three (3) activity buses from Atlantic Bus Sales of Pompano Beach, Florida.

SECTION 2. The Finance Director is authorized make payment for same from account numbers 310-1232-572-0-6451 in the amount of \$250,000 and 303-1232-572-0-6451 in the amount of \$144,239.

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

PASSED AND APPROVED this 4th day of January, ~~2005~~ 2006.

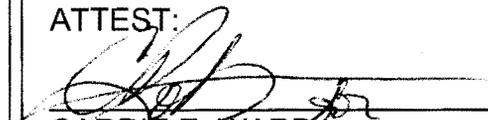
RESOLUTION NO. 4-06
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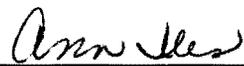
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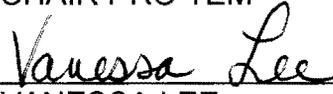

MICHAEL D. BROWN,
MAYOR

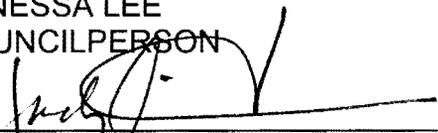

ELIZABETH "LIZ" WADE
CHAIRPERSON

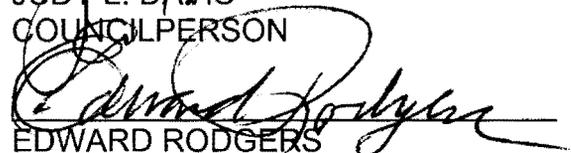
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: A. Iles

V. LEE: aye

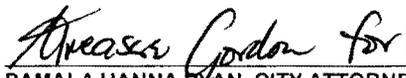
J. DAVIS: aye

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/29/05

RESOLUTION NO. 5-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER FOR SPECIFIC UPDATES AND REVISIONS TO THE CITY PROCUREMENT CARD POLICY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has directed staff to revise the existing Procurement Card Policy; and

WHEREAS, staff has evaluated the existing policy and has made updates, changes and modifications to provide for enhanced internal controls, greater personal accountability, and improved efficiency for small dollar procurements.

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

SECTION 1. That City Council accepts the Manager's recommendation for revisions to the City Procurement Card Policy.

SECTION 2. That staff is authorized to implement all revisions to the policy as approved by Council.

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

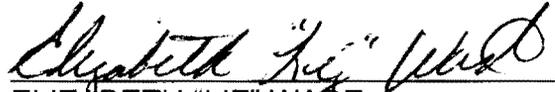
PASSED AND APPROVED this 4th day of January, ~~2005~~ 2006.

RESOLUTION NO. 5-06
PAGE 2.

APPROVED:



MICHAEL D. BROWN,
MAYOR

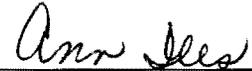


ELIZABETH "LIZ" WADE
CHAIRPERSON

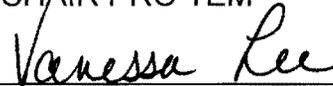
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



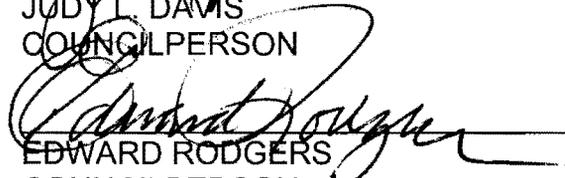
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

V. LEE: aye

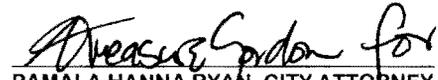
J. DAVIS: aye

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/29/05

RESOLUTION NO. 6-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF PAUL FRIEDMAN AND SANDRA FRIEDMAN VS. THE CITY OF RIVIERA BEACH, CASE NO. CA-502003 011637-AH, IN THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT; AUTHORIZING GALLAGHER BASSETT AND LEXINGTON INSURANCE COMPANY TO MAKE PAYMENT OF \$75,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paul Friedman, a former major with the City's police department and his wife, Sandra Friedman, filed a lawsuit against the City containing allegations of disability discrimination, disability retaliation, worker's compensation retaliation, and loss of consortium allegedly stemming from Paul Friedman's employment with and termination from the City; and

WHEREAS, staff has negotiated a settlement with the Plaintiffs to resolve the outstanding lawsuit.

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

SECTION 1. That the City Council hereby authorizes settlement in the matter of Paul and Sandra Friedman vs. the City of Riviera Beach, Case No. CA-502003 011637-AH.

SECTION 2. That the Mayor is authorized to execute the "Settlement Agreement and Release in Full," a draft of which is attached to this resolution.

SECTION 3. That Gallagher Bassett and Lexington Insurance Company are authorized to make payment of \$75,000 as full settlement of the case.

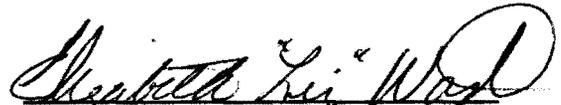
SECTION 4. This resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 18th day of January, 2006.

RESOLUTION NO. 6-06
PAGE 2

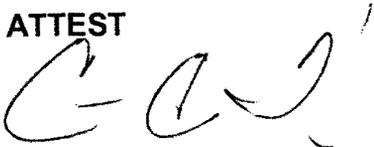
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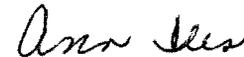

MICHAEL D. BROWN,
MAYOR

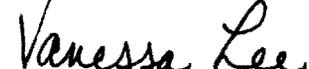

ELIZABETH "LIZ" WADE
CHAIRPERSON

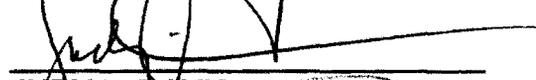
[MUNICIPAL SEAL]

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO-TEM


VANESSA LEE
CHAIRPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

E. WADE aye

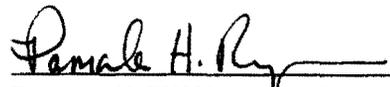
A. ILES aye

V. LEE aye

J. DAVIS aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

Date: 1/6/06

RESOLUTION NO. 7-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF \$10,000 FROM THE LAW ENFORCEMENT TRUST FUND AND A TOTAL OF \$11,000 IN DONATIONS FROM FROM PALM BEACH PRINCESS CASINO CRUISE LINE, KDW WEST PALM BEACH FISHING CLUB, RG GROUP, INC, AND MASUD TEMPLE #69 TO PROVIDE TWENTY-ONE (21) \$1,000 SCHOLARSHIPS FOR THE 2006 – 2007 SCHOOL YEAR; AUTHORIZING THE RIVIERA BEACH EDUCATION ADVISORY BOARD TO ADVERTISE THE AVAILABILITY OF, ACCEPT APPLICATIONS FOR, AND ESTABLISH A REVIEW BOARD TO SELECT THE RECIPIENTS; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$10,000 OF FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND AND DISBURSE FUNDS FROM THE LAW ENFORCEMENT TRUST FUND SCHOLARSHIP ACCOUNT NUMBER 150-0817-5210-5521; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$11,000 AND DISBURSE FUNDS FROM ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council supports the ideals of higher education for the youth of Riviera Beach; and

WHEREAS, The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past eight (8) years; and

WHEREAS; The promotion of higher education is an authorized expenditure of Law Enforcement Trust funding; and

WHEREAS, Adequate funding for ten (10) \$1,000 scholarships is available through the Law Enforcement Trust; and

WHEREAS, the City has received scholarship fund donations from Palm Beach Princess Casino Cruise Line, RG Group, Inc., West Palm Beach Fishing Club, and Masud Temple #69 that total \$11,000; and

WHEREAS, The Riviera Beach Education Advisory Board is willing to and capable of facilitating the selection of worthy recipients.

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

SECTION 1: That the Finance Director is authorized to appropriate Fund Balance in the Law Enforcement Trust Fund in the amount of \$10,000 for disbursement of scholarships for the 2006-07 school year and make payment for same as follows:

Revenue:		
150-00-399999	Fund Balance	\$10,000
Expenditure:		
150-0817-521-0-5521	Scholarships	\$10,000

SECTION 2: That the Finance Director is authorized to appropriate Fund Balance in the Donations Fund in the amount of \$11,000 and make payment for same as follows:

Revenue:		
130-00-399999	Fund Balance – Donations Fund	\$11,000
Expenditure:		
130-0203-519-0-5521	Scholarships	\$11,000

SECTION 3: That the Education Advisory Board is authorized to advertise the availability of twenty-one (21) scholarships of \$1,000 each, establish and convene a Review Board, and select recipients.

SECTION 4. This resolution shall take effect upon its approval and passage by the city council.

RESOLUTION. NO 7-06
PAGE 3

PASSED AND APPROVED THIS 18th day of January, 2006.

APPROVED:

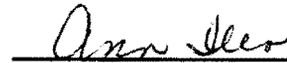


MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)



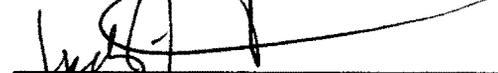
ELIZABETH "LIZ" WADE
CHAIRPERSON



ANN ILES
CHAIR PRO-TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

E. WADE aye

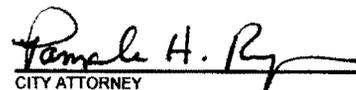
A. ILES aye

V. LEE aye

J. DAVIS aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 1/17/06

RESOLUTION NO. 8-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 14, 2006; AND RUN-OFF ELECTION IF NECESSARY, TUESDAY, MARCH 28, 2006. BOTH ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS TO WIT: COUNCIL DISTRICT (2); AND COUNCIL DISTRICT (4) RESPECTIVELY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue Run-off Elections to be held on the fourth Tuesday in March, and the Candidate obtaining a majority in each district shall be deemed elected to such office; and

WHEREAS, in the year 2006, (2) offices are necessary to be filled at the Municipal Election to be held in the City of Riviera Beach, Tuesday, March 14, 2006.

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 Municipal Election 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 14th day of March, 2006 for the purpose of electing qualified candidates as provided by law for Council District (2), and Council District (4), respectively.

SECTION 2. Candidates for Council District two (2), and Council District four (4), shall file within the district which they have resided for one year, as of January 31, 2006.

SECTION 3. The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

SECTION 4. The City Clerk is hereby authorized to assign sufficient poll workers to facilitate the 15 precincts within the municipal boundaries; schedule training for poll workers and to establish a pay scale applicable to the duties and responsibilities.

SECTION 5. The City Clerk is authorized to enter into agreements to establish polling locations for the March 14th Municipal Election; and the March 28th Municipal Run-off Election, if necessary.

SECTION 6. The Palm Beach County's Supervisor of Elections shall provide for use of the voting equipment, and process absentee ballots for said Elections.

SECTION 7. The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide for voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment to train the Poll workers appointed by the City Clerk to facilitate the designated precincts within the municipal boundaries. If Run-off Elections become necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 8 Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

SECTION 9. The City Council hereby appoints City Clerk Carrie E. Ward; Deputy City Clerk Claudene Robinson, Council Chair Elizabeth Wade; Council pro tem Ann Iles, and Councilperson Vanessa Lee as the City of Riviera Beach Canvassing Board. The Palm Beach County Supervisor of Elections shall be appointed as an additional member to the Riviera Beach Canvassing Board.

SECTION 10. The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 14, 2006 Municipal Election. The City Clerk hereby announces the convening of the City of Riviera Beach Canvassing Board to meet, Wednesday, March 15, 2006, 7:00 pm. at the Municipal Complex.

SECTION 11. The City of Riviera Beach opted out of early voting for the 2006 Municipal Election.

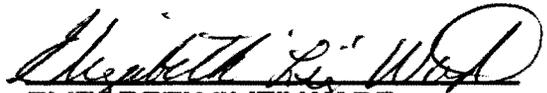
SECTION 12. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 18th day of January, 2006

APPROVED:

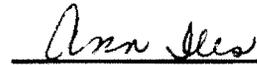


MICHAEL D. BROWN
MAYOR



ELIZABETH "LIZ" WADE
CHAIRPERSON

(MUNICIPAL SEAL)

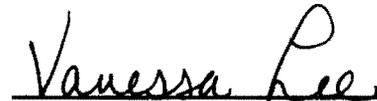


ANN ILES
CHAIR PRO-TEM

ATTEST:



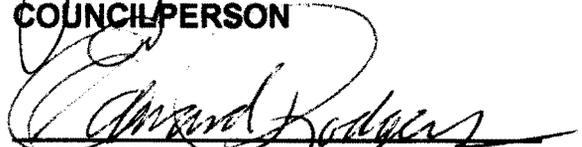
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

E. WADE: aye

A. ILES: aye

V. LEE aye

J. DAVIS aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/13/06

RESOLUTION NO.: 9-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NUMBER 11205 TO WASHINGTON'S LAWN SERVICE OF WEST PALM BEACH, FLORIDA TO PROVIDE LOT CLEARING, CUTTING & RELATED SERVICES ON LOTS IN VIOLATION OF THE CITY CODE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 001-0841-524-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code Enforcement Department issues citations to property owners whose lots are in violation of the City Code; and

WHEREAS, the Code Enforcement Department is striving to keep the City a desirous place to work, live and play, by encouraging property owners to maintain their property in accordance with standards established by the code; and

WHEREAS, the City solicited bids for vendors to provide lot clearing, cutting and related services for our Code Enforcement Department; and

WHEREAS, the bids were received on October 10, 2005, and Washington's Lawn Service the recommended lowest Bidder to provide lot clearing, cutting and related services.

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

SECTION 1. That the City Council approves the award of bid number 11205 to Washington's Lawn Service, West Palm Beach, Florida to provide lot clearing, cutting and related services for fiscal year 2005/2006.

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

SECTION 3. That the Finance Director is authorized to make payment from Account No. 001-0841-524-0-3106.

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

PASSED AND APPROVED this 1st day of February, 2006.

APPROVED:

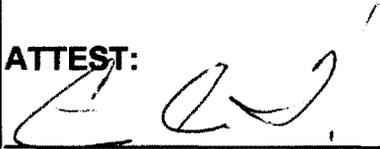


MICHAEL D. BROWN
MAYOR

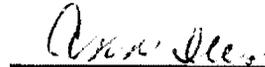


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



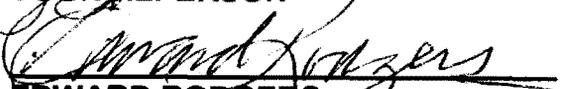
ANN ILES
CHAIR PRO TEM

Absent

VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: ABSENT

J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO.: 10-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NUMBER 10705 TO MDH GRAPHIC OF WEST PALM BEACH, FLORIDA IN THE AMOUNT OF \$25,296.00 TO PROVIDE PRINTING SERVICES FOR THE PARKS & RECREATION PROGRAM GUIDE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 001-1232-572-0-4701; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides a program guide for approximately 15,000 residents; and

WHEREAS, the City is desirous in providing a guide to its residents listing the programs offered through our Parks & Recreation Department; and

WHEREAS, the City solicited bids for vendors to provide printing services for our program guide; and

WHEREAS, the bids were received on October 6, 2005, and MDH Graphic is the low and responsive bidder to provide printing services for the program guide.

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

SECTION 1. That the City Council approves the award of bid number 10705 to MDH Graphics, West Palm Beach, Florida in the amount of \$25,296.00 to provide printing services for fiscal year 2005/2006.

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

SECTION 3. That the Finance Director is authorized to make payment from Account No. 001-1232-572-0-4701.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval by City Council.

PASSED AND APPROVED this 1st day of February, 2006.

APPROVED:

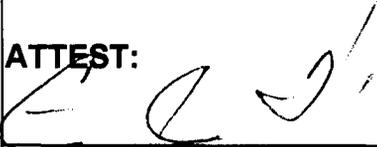


MICHAEL D. BROWN
MAYOR

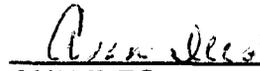


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM

ABSENT

VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: ABSENT

J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

DELETED
1/19/06
CW

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING FLORIDA POWER AND LIGHT TO CONVERT ITS RIVIERA BEACH PLANT TO A CLEANER GENERATION TECHNOLOGY; ENCOURAGING FEDERAL AND STATE ELECTED OFFICIALS TO ENACT ANTI-POLLUTION LEGISLATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Power and Light Company is the owner of the Riviera Beach electrical generating plant located in Riviera Beach, Palm Beach County, Florida; and

WHEREAS, Florida Power and Light Company's Riviera Beach plant was built in the early 1950s, which was before the effective date of the federal Clean Air Act's New Source Performance Standards, 42 U.S.C. §§ 7470-92, and Prevention of Significant Deterioration, 42 U.S.C. § 7411, provisions, and the plant is therefore grandfathered from having to comply with either of these statutory provisions; and

WHEREAS, the grandfathered status of the Riviera Beach plant allows the plant to legally emit far more air pollution than a new power plant; and

WHEREAS, the Riviera Beach plant burns heavy fuel oil and has minimal air pollution control technology; and

WHEREAS, Florida Power and Light Company is converting other grandfathered fuel oil fired power plants in its system to much cleaner natural gas combined cycle plants in areas that are less densely populated than the area surrounding the Riviera Beach plant; and

WHEREAS, in 2002, the Riviera Beach plant emitted 9,082 tons of sulfur dioxide, 4,421 tons of nitrogen oxide, 2,021,433 tons of carbon dioxide air pollution, and tons of particulate matter (soot); and

WHEREAS, if Florida Power and Light Company converted the Riviera Beach plant to a natural gas combined cycle plant of similar or greater generating capacity, the plant's air pollution emissions per year would drop to approximately 15 tons of sulfur dioxide, the main culprit in the generation of particulate matter; and

RESOLUTION NO. _____
PAGE 2

WHEREAS, epidemiological studies have linked particulate matter emissions to lung cancer and heart attacks in communities in close proximity to sources of particulate matter emissions; and

WHEREAS, particulate matter air pollution from power plants in Florida causes approximately 1,400 premature deaths and 1,367 asthma attacks each year in Florida; and

WHEREAS, nitrogen oxide emissions from power plants contribute to ground-level ozone formation and ground-level ozone can cause health problems such as triggering asthma attacks and it can damage plant life; and

WHEREAS, the enactment of state or federal legislation requiring significant reductions in sulfur dioxide, nitrogen oxide and carbon dioxide power plant air pollution would improve air quality in Palm Beach County.

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

SECTION 1. That the City of Riviera Beach requests the Florida Power and Light Company to convert its Riviera Beach plant to a cleaner generation technology such as combined cycle natural gas.

SECTION 2. That federal and state elected officials are encouraged to enact legislation that requires substantial reductions in nitrogen oxide, sulfur dioxide, and carbon dioxide air pollution from power plants.

SECTION 3. That this resolution shall become effective upon its passage and approval.

PASSED and APPROVED this _____ day of January, 2006.

RESOLUTION NO. _____
PAGE 3

APPROVED:

MICHAEL D. BROWN,
MAYOR

ELIZABETH "LIZ" WADE
CHAIRPERSON

[MUNICIPAL SEAL]

ATTEST

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ANN ILES
CHAIR PRO-TEM

VANESSA LEE
CHAIRPERSON

JUDY L. DAVIS
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

E. WADE _____

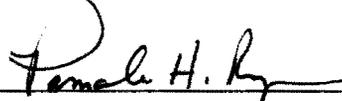
A. ILES _____

V. LEE _____

J. DAVIS _____

E. RODGERS _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

Date: 1/11/06

RESOLUTION NO.: 11-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR THE CITY BUS BENCH FRANCHISE TO CREATIVE OUTDOOR ADVERTISING INC. OF NORTH PALM BEACH TO PROVIDE BUS BENCHES FOR THE CONVENIENCE OF THE GENERAL PUBLIC WITHIN RIVIERA BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Staff solicited offers from qualified companies to provide bus benches for the accommodation of the general public; and

WHEREAS, The selection committee evaluated the submittals of three (3) firms; and

WHEREAS, Creative Outdoor Advertising Inc. of North Palm Beach, Florida was selected as the top ranking firm to provide bus benches for the accommodation of the public; and

WHEREAS, Council approved resolution # 99-05 authorizing staff to negotiate and finalize the terms and conditions of the bus bench franchise.

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

SECTION 1. That the City Council awards the contract for bus bench advertising to Creative Outdoor Advertising Inc. to provide bus benches for public convenience.

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

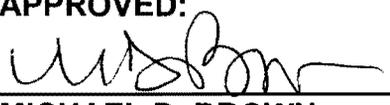
SECTION 3. That this Resolution shall take effect upon its passage and approval by City Council.

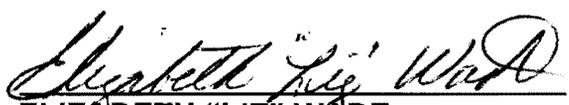
PASSED AND APPROVED this 1 day of February 2006.

RESOLUTION NO. 11-06

Page 2

APPROVED:


MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

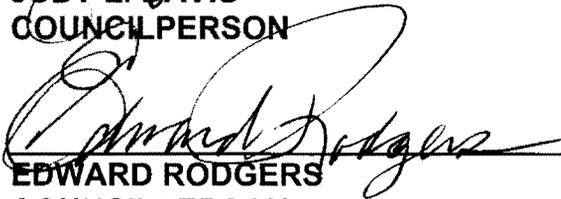

ANN ILES
CHAIRPERSON PRO TEM


VANESSA LEE
COUNCILPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: ABSENT

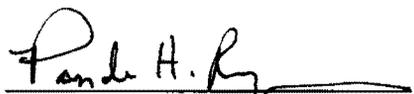
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

**CITY OF RIVIERA BEACH
BUS BENCH
AGREEMENT**

The City of Riviera Beach ("City"), a municipal corporation under the laws of the State of Florida and Creative Outdoor Advertising of America (Contractor), Inc. , a Florida corporation, having its place of business located at 1200 U.S, Hwy 1, Suite 8, North Palm Beach, Florida 33408 enter into this agreement this ___/___ day of February 2006.

For consideration of the mutual covenants contained herein, the City and Contractor agree as follows:

ARTICLE 1. Contract Documents

The Contract documents consist of this agreement and RFP No. 10005

ARTICLE 2. Appointment of Contractor

The City grants an exclusive right to **Creative Outdoor Advertising of America, Inc.** as its Contractor for the purpose of placing bus stop benches in the public rights-of-way for the convenience of the public; and the Contractor desires to erect and maintain such needed bus stop benches for use by the general public in order to sell and place advertising on said benches. Contractor shall be permitted to contract with outside contractors to assist it in the performance of its duties under this contract, without the City's prior approval.

ARTICLE 3. Responsibilities of Contractor

1. The Contractor will install bus stop benches at transit bus stops and places of pedestrian convenience as mutually agreed upon by the Contractor and City within the City of Riviera Beach. Contractor will perform general maintenance for the bus stop benches at a minimum of twice weekly, where required, to ensure a neat and well maintained appearance; however, no bench shall be allowed to remain in a vandalized or damaged state and any damage to same shall be repaired within twenty-four (24) hours of the time said damage is reported to the Contractor. The Contractor agrees not to install bus stop benches in Residential areas unless approved in writing by The City Manger.
2. No bench may be placed so that it is closer than eighteen (18) inches to the face of the curb. No more than one bench shall be permitted at a particular location (bus stop), however additional benches may be placed at bus stops upon written approval by the City Manager.
3. No bench shall be placed in any median of any divided highway.

4. The placement of benches shall be subject to review as to location by the City, so that no bench shall be permitted to obstruct passage along any public way or to create a hazard or otherwise be detrimental to the public safety, welfare, morals, or health; provided, however, that benches in locations of public convenience which are not transit stops shall be specifically authorized in writing by the City Manager in advance of placement. The Contractor shall be allowed to place bus benches at locations with existing bus shelters provided also such placements are specifically authorized in writing by the City Manager or his designee.
5. All bus bench advertising shall be located only on the face of the bench and the physical dimensions shall be substantially consistent with and in no case shall be larger than originally presented in the Contractor's RFP.
6. The bus benches shall be removed by the contractor within thirty (30) days of the termination of this contract. Should the benches not be removed within thirty (30) days of the termination of this contract, the City shall have the right to remove the benches and charge the contractor for the cost of removal, storage of the benches and shelters and any administrative costs. In the event the City has to remove the benches and shelters, the City shall not be required to provide storage of the benches and shelters for more than sixty (60) days, upon which time the City may dispose of the benches and shelters as deemed necessary.

ARTICLE 4. Responsibilities of the City

The City Manager will approve the locations, colors, and types of materials within fifteen (15) days of contract approval. The City understands that the bus benches provided by the Contractor are equipped with an advertising panel and will be placed only along commercial corridors unless specifically approved by the City Manager.

ARTICLE 5. Term of Agreement

The term of this Agreement shall be for three (3) years from the date of contract execution. The contract shall be automatically renewed for one three (3) year period, unless 30 days prior notice is provided by either party of its intention to not renew.

ARTICLE 6. Advertising for Political and Sectarian Activities Prohibited

Contractor agrees that it shall not place any advertising under the terms of this Agreement for political or sectarian purposes. The Contractor further agrees to exclude advertisement as it relates to alcohol, tobacco, and all forms of adult entertainment. If any product or services advertised is found to be objectionable by the City, it shall be removed upon receipt of a written request from the City.

ARTICLE 7. Independent Contractor

The Contractor is not acting herein as agent or employee of the City, and shall at all times, in all respects, have the rights and liabilities of an independent contractor.

ARTICLE 8. MBE/WBE Participation

In keeping with City policy of 15% minority participation for municipal contracts, Creative Outdoor Advertising of America, Inc. shall utilize a local minority vendor for bus bench maintenance. Creative Outdoor Advertising of America, Inc. also agrees to hire other minority vendors in order to reach the City's goal of 15 % minority participation.

ARTICLE 9. Liability

The Contractor agrees that it shall indemnify and hold harmless the City, its officers, agents, and employees from:

1. Any claims or losses for services rendered by any subcontractor, in person or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement.
2. Any claims or losses resulting to any person or firm injured or damaged by the erroneous or negligent acts including disregard of Federal, State Statutes or regulation by the Contractor, its officers, employees, or subcontractors in the performance of this Agreement. Nothing contained herein shall be construed as a waiver of the City's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
3. The Contractor will carry for the duration of this Contract, general liability insurance in a amount not less than \$1,000,000. Public liability coverage shall be in a amount not less than \$150,000. Property damage insurance shall be in a amount not less than \$150,000 for each accident. Loss by fire or any other cause shall be the responsibility of the Contractor. All insurance companies shall be licensed and authorized to business with the State of Florida. The Contractor shall supply the City with certificates of insurance for all required coverage, naming the City of Riviera Beach as additional insured. Should the Contractor's insurance company change during the term of this Agreement, a new insurance certificate must be supplied to the City under the same criteria described above within ten (10) days of obtaining new insurance.

ARTICLE 10. Venue

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

ARTICLE 11. Contact Persons

Contact persons for the City:

City Manager, and
Director of Finance, and
Director of Community Development, and
Director of Purchasing
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
(561) 845-4010

Contact person for the Contractor:

Peter C. Gray
Municipal Affairs Manager
Creative Outdoor Advertising of America Inc.
1200 U.S. Hwy. 1, Suite 8,
North Palm Beach, FL 33408
1-800-661-6088 (Telephone)
1-866-426-2237 (Fax)

ARTICLE 12. Duty to Report Problems in Administration and Remedy

1. Duty to Report Problems in Administration. The Contractor shall report any problem in administration, which affect a material provision of this contract. Material means “an important or essential term of the Agreement.”

ARTICLE 13. Termination

1. Either party can terminate this Agreement for non-performance by giving thirty (30) days written notice to the contact persons listed in Article 10.

At the end of the contract term, all benches shall remain the property of the Contractor and it shall be the Contractor's responsibility to remove all benches from City rights-of way in a timely manner and in any event no later than thirty (30) days.

ARTICLE 14. Terms of Payment

1. Creative Outdoor Advertising of America, Inc. will pay to the City of Riviera Beach thirty-three percent (33%) of the gross revenues from the bus bench advertising program.
2. Creative Outdoor Advertising of America, Inc. will submit payments to the City of Riviera Beach on a monthly basis. All payments shall be due before the 15th day of each calendar month for gross revenues collected during the prior month.
3. In addition to monthly payments, Creative Outdoor Advertising of America will submit quarterly reports identifying the portion and amount of gross advertising revenues earned for each approved bus bench location.
4. All payments and reports are to be submitted as follows:

ATTENTION: FINANCE DEPARTMENT

CITY OF RIVIERA BEACH
600 W. BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

ARTICLE 15. Right to Inspect Contractor's Records

The Contractor shall maintain adequate records to justify all charges, expenses, and cost incurred and revenues earned for at least three (3) years after completion of the Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

ARTICLE 16. Entirety of Contract

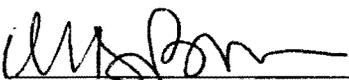
The City and Contractor agree that this Contract and any attachments hereto or other documents as referenced in the Contract set forth the entire agreement between the parties, and that there are no promises or understandings other than those contained in this Contract stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the provision for Modification of the Agreement.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

BY: 
MICHAEL D. BROWN,
MAYOR

BY: 
NAME: PETER C. GRAY
TITLE: MUNICIPAL AFFAIRS MANAGER

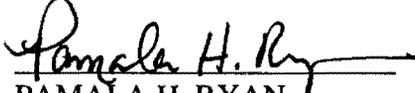
ATTEST:

BY:  2/1/06
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

Date: 2/1/06

RESOLUTION NO. 12-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE VARIOUS VEHICLES BY PIGGYBACKING FROM FLORIDA SHERIFF'S ASSOCIATION CONTRACT NO. 04-12-0823 IN THE AMOUNT OF \$89,795.00; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE CAPITAL IMPACT FEE FUND (310) IN THE AMOUNT OF \$42,907.00 AND THE CAPITAL IMPROVEMENT FUND (303) IN THE AMOUNT OF \$46,888.00 AND APPROVING PAYMENT TO MIKE DAVIDSON FORD OF JACKSONVILLE, FLORIDA IN THE AMOUNT OF \$89,795.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council approved the purchase of new vehicles for the Fire department and the Building division as part of the Capital Budget Plan for fiscal year 20055/2006; and

WHEREAS, The Fire Department requires the purchase of several vehicles to satisfy standards established by the department's **Apparatus Replacement Plan** and to support the efficiency of daily EMS and fire safety operations; and

WHEREAS, The Building Division is in need of additional vehicles to support daily operations and the ongoing efforts of the City's building inspectors; and

WHEREAS, Mike Davidson Ford of Jacksonville, Florida has extended the Florida Sheriff Association Contract provisions for the purchase of various vehicles to the City of Riviera Beach at a total cost of \$89,795.00.

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

SECTION 1. Staff is authorized to purchase various vehicles from Mike Davidson Ford of Jacksonville, Florida from the Florida Sheriff Association Contract in the amount of \$89,795.00.

SECTION 2. The Finance Director is authorized to make payment to Mike Davidson Ford in the amount of \$49,907.00 from account 303-0920-522-0-6451 and in the amount of \$46,888.00 from account 310 -0717-515-0-6451.

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

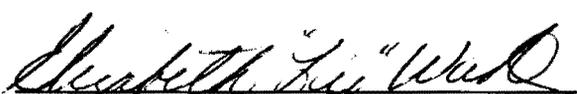
RESOLUTION NO. 12-06

PAGE 2.

PASSED AND APPROVED this 1 day of February 2005

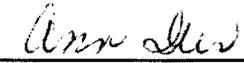
APPROVED:


MICHAEL D. BROWN
MAYOR

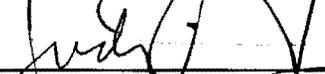

ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: ABSENT

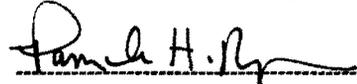
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/25/06

RESOLUTION NO. 13-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH THE STATE OF FLORIDA OFFICE OF TOURISM, TRADE AND ECONOMIC DEVELOPMENT (OTTED) ON BEHALF OF LOCKHEED MARTIN TO ACCEPT AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT IN THE AMOUNT OF \$1,653,538 TO DREDGE AN AREA BETWEEN THE INTRACOASTAL WATERWAY AND LOCKHEED MARTIN AND TO CONSTRUCT A NEW DOCK WITH THE UNDERSTANDING THAT THE CITY MAY REJECT THE PROJECT FOR A PERIOD OF UP TO 6 MONTHS WITHOUT PREJUDICE OR PENALTY FROM THE STATE, AND CONTINGENT UPON LOCKHEED MARTIN COMMITTING TO COVER ANY COST OVERRUNS; DIRECTING THE CITY MANAGER TO NEGOTIATE THE TRI-PARTY AGREEMENT BETWEEN THE CITY, PALM BEACH COUNTY AND LOCKHEED MARTIN WITHIN 60 DAYS FOR REVIEW AND APPROVAL BY CITY COUNCIL AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorized the submittal of an Economic Development Transportation Fund grant of behalf of Lockheed Martin in the amount of \$2,000,000; and

WHEREAS, The State of Florida has stated that the City of Riviera Beach may sign the Economic Development Transportation Fund and decide not to proceed with the project for a period of up to 6 months without prejudice or penalty; and

WHEREAS, the grant award of \$1,653,000 will facilitate the retention of 265 jobs with an average salary of \$75,000 and the creation of 100 new jobs at an average salary of \$65,000; and

WHEREAS, the City Council requires a review and approval of the tri-party agreement with a commitment that any cost overruns will be covered by Lockheed Martin.

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

SECTION 1. The City of Riviera Beach has been informed by the State of Florida that the City may sign the Economic Development Transportation Fund Grant and later reject the grant without prejudice or penalty.

SECTION 2. The City Council hereby authorizes the Mayor and the Clerk to execute the Economic Development Transportation Fund grant agreement with the Office of Tourism Trade and Economic Development accepting \$1,653,538 on behalf of Lockheed Martin to reconstruct the "northern dock" and dredge an area within the intracoastal waterway and Lockheed Martin's submerged land lease to a depth of 14 feet.

SECTION 3. That the City Manager is directed to develop a tri-party agreement as required by the Economic Development Transportation Fund Grant within 60 days for review and approval by City Council as well as a determination by City Council to proceed or reject the project.

SECTION 4. That any cost overruns on the project will be funded by a Lockheed Martin.

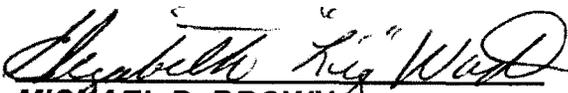
SECTION 5. That the City will concurrently review within the 60 day period the feasibility of the Lockheed Martin project; the Moroso Park property and the mega-yacht development proposed by the Huzienga development group.

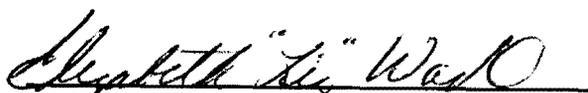
SECTION 6. This Resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 13-06
PAGE 3

PASSED AND APPROVED this 01 day of February 2006.

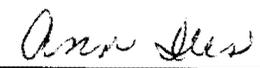
APPROVED:


MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

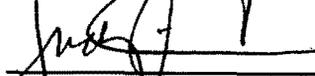
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: A. ILES

E. Wade AYE

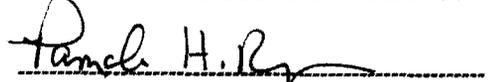
A. Iles AYE

V. Lee AYE

E. Rodgers AYE

J. Davis AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/1/06

STATE OF FLORIDA
OFFICE OF THE GOVERNOR
ECONOMIC DEVELOPMENT TRANSPORTATION TRUST FUND

AGREEMENT

This Agreement (OT06-022) is entered into this 1 day of February, 2006, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and City of Riviera Beach (City) on behalf of Lockheed Martin Corporation - Maritime Systems & Sensors (EDTF Business). OTTED and the City are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, OTTED has determined that the transportation project described in the Economic Development Transportation Fund (EDTF) Application, incorporated by reference herein and attached as "Exhibit A" and hereinafter referred to as the "Project," is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes; and

WHEREAS, the City is prepared to complete the Project at an estimated total cost of \$2,385,600; and

WHEREAS, OTTED is prepared to provide \$1,653,538 toward the total project cost of construction of the transportation project described in Section 5.0.

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

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

**STATE OF FLORIDA
OFFICE OF THE GOVERNOR
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT
THE CAPITOL, SUITE 2001
TALLAHASSEE, FLORIDA 32399-0001
FAX: 850/487-3104**

**CITY OF RIVIERA BEACH
600 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404
FAX: (561)840-3353**

2.0 ADMINISTRATORS:

The State EDTF Grant administrator is:

Wynnelle Wilson, Chief Analyst for Policy & Incentives

The City Agreement Administrator is:

All approvals referenced in this agreement must be obtained in writing from the parties' agreement administrators or their designees.

3.0 TERM: The term of this Agreement shall commence upon execution and continue through April 16, 2009, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of the agreement are eligible for reimbursement.

4.0 COMMENCEMENT: Unless terminated earlier, the construction of the Project shall commence no later than October 24, 2006, and shall be completed on or before April 16, 2008. OTTED shall have the immediate option to terminate this Agreement should the City fail to meet either of the above-required dates.

5.0 PROJECT DESCRIPTION: The Project, identified as Project Number 05-00183, is described as follows and is in connection with the location of facilities by the EDTF Business:

Dredge an area inside the EDTF Business' current underwater lease, between the Intracoastal Waterway and the company's bulkhead, to a depth of 15 feet; and, construct a new dock, at least 500 feet in length, at the North side of the EDTF Business' property to be used by the EDTF Business and the general public.

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by OTTED, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. Facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

7.0 RELEASE OF FUNDS: Project funds made available by OTTED shall not be released until the following have been satisfied:

(a) The City shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the City system and forward said resolution to OTTED;

(b) The City shall certify to OTTED that the EDTF Business referred to in the introductory paragraph of this Agreement has secured the necessary permits, including but not limited to, building permits, and initiated vertical construction of the facilities referenced. If the City fails to provide such certification to OTTED by October 24, 2006, OTTED may, at its discretion, terminate this Agreement;

(c) The City shall verify all invoices, statements, or other related documents duly submitted to the City for pre-audit and approval by the City;

(d) The City shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statutes, and that any amendments to the adopted plan related to the Project or EDTF Business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statutes. Additionally, the City must certify that any DRI issues related to the Project have been resolved;

(e) The City shall provide to OTTED certification and a copy of appropriate documentation substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes; and,

(f) Provide OTTED with written notification of either its intent to:

(i) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The City shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the transportation project utilizing existing City employees, if the City can complete said project within the time frame in Section 4.0 of this Agreement.

(g) Provide a copy of an agreement or Memorandum of Understanding between the City, Palm Beach County, and Lockheed Martin Corporation resolving the issue of public access to the newly erected dock and related security issues.

7.1 TRANSFER OF FUNDS: Upon execution of this Agreement by OTTED and upon written request from the City, OTTED will transfer funds to the City to be applied toward direct Project costs on no more than a quarterly basis consistent with project needs.

7.2 INVESTMENT OF FUNDS: Funds transferred to the City by OTTED shall be invested by the City until their actual expenditure, in such income or revenue-producing investments as authorized by law for other City funds. All income, interest, or other revenues obtained from such investment shall be considered funds of OTTED. The income, interest, or other revenues shall be remitted to OTTED on a quarterly basis within fifteen (15) days of the close of the months March, June, September, and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to OTTED. All refund or interest checks shall be made payable to: **EOG/OTTED**, and mailed to the OTTED address in Section 1.0 of this Agreement; with the Project Number referenced and information that identifies the grant, interest period, amount of interest earned by account, name of depository, and interest rate. The documentation submitted to support interest earnings should include copies of bank or investment account statements, computational work sheets, etc.

7.3 USE OF FUNDS: Funds made available by OTTED pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against OTTED, for the administration of the project fund, or costs associated with preparation of the application.

7.4 UNEXPENDED FUNDS: Upon termination or expiration of this Agreement, any funds made available by OTTED pursuant to this Agreement but not expended at that time shall be returned to OTTED. All investment earnings realized pursuant to Section 7.2 of this Agreement shall be returned to OTTED.

7.5 ASSURANCES: As an inducement to the transfer of funds referred to in Section 7.1 above, the City grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from OTTED. The City shall be liable for all cost overruns on the Project.

8.0 DESIGN AND CONSTRUCTION STANDARDS: The City agrees to design and construct the Project in accordance with standards developed by the Florida Department of Transportation (DOT) in accordance with Section 336.045, Florida Statutes, and to provide certification of same to OTTED upon completion of the Project. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by DOT.

9.0 AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this Agreement are contingent upon an appropriation by the Legislature. In the event of a State revenue shortfall, the total grant may be reduced accordingly. OTTED shall be the final determiner of the availability of funds.

10.0 TERMINATION OF AGREEMENT: Either party may terminate this Agreement upon no less than 24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the City fails to perform or honor the requirements and provisions of this Agreement, the City shall return funds in accordance with Sections 7.4 and 11.0 of this Agreement within 30 days of the termination of this Agreement.

10.1 TERMINATION REPORT: Upon termination of this Agreement, the City will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total funds transferred to the City by OTTED pursuant to this Agreement; (ii) the total income, interest, or other revenues obtained from the investment of said funds; (iii) the total direct Project costs paid from funds made available by OTTED pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the EDTF Business' capital investment; and (vi) the actual number of permanent, full-time jobs created by the EDTF Business.

11.0 EXPENDITURES IN VIOLATION OF AGREEMENT: Any Project funds made available by OTTED pursuant to this Agreement which are determined by OTTED to have been expended by the City in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to OTTED. Acceptance by OTTED of any documentation or certifications, mandatory or otherwise permitted, that the City files shall not constitute a waiver of OTTED's rights as the funding agency to verify all information at a later date by audit or investigation.

12.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Each party will perform its obligations in accordance with

the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement will remain in full force and effect and such term or provision will be deemed stricken.

13.0 PUBLIC ENTITY CRIME: The City affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the City been convicted of a Public Entity Crime. The City agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

14.0 UNAUTHORIZED ALIENS: OTTED will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

15.0 NON-DISCRIMINATION: The City will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The City shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The City shall insert similar provisions in all subcontracts for services by this Agreement.

The City affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the City been placed on the Discriminatory Vendor List. The City further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

16.0 ATTORNEY FEES: Unless authorized by law and agreed to in writing by OTTED, OTTED will not be liable to pay attorney fees, interest, or cost of collection.

17.0 TRAVEL: There shall be no reimbursement for travel expenses exceeding the all-inclusive funds allocated in this Agreement.

18.0 PRESERVATION OF REMEDIES: No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

19.0 ACCOUNTING, REPORTS, AND AUDITS: The City agrees:

(a) To comply with all requirements found in Section 215.97, Florida Statutes, and the applicable audit and record keeping provisions contained in “Exhibit B,” attached to this Agreement and incorporated by reference herein.

(b) To include the audit and record keeping requirements from “Exhibit B” in contracts and subcontracts entered into by the City with any party for work required in the performance of this Agreement.

(c) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the City will provide OTTED with quarterly progress reports. Each quarterly report shall contain a narrative description of the work completed according to the project schedule; a description of any change orders executed by the City; a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors. Records of all progress payments made for work in connection with such transportation projects, and any change orders executed by the City and payments made pursuant to such orders, shall be maintained by the City in accordance with

accepted governmental accounting principles and practices and shall be subject to financial audit as required by law.

(d) The City shall submit to OTTED a financial audit conducted by an independent certified public accountant, pursuant to Section 288.063(8), Florida Statutes, within three (3) months of the release of the City's annual audit.

20.0 PUBLIC RECORDS: OTTED may unilaterally cancel this Agreement in the event the City refuses to allow public access to materials made or received by the City in conjunction with the Agreement subject to the provision of Chapter 119, Florida Statutes, unless as exempted pursuant to Sections 288.075, 288.1067, and/or 288.9520, Florida Statutes.

21.0 LOBBYING: Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

22.0 MINORITY VENDORS: The City is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Contract. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The City shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the City shall submit a statement to this effect.

23.0 SUBCONTRACTS: The City shall be responsible for all work performed and all expenses incurred in connection with the project. It is understood by the City that OTTED will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the City will be solely liable to the subcontractor. When contracting with subcontractors, the City must require subcontractors to indemnify and hold harmless the state for actions of the subcontractor resulting in personal injury or death, or destruction or damage to property, arising out of activities performed under this Agreement and shall investigate all claims at its own expense.

24.0 FOLLOW-UP REPORT: Two (2) years after the EDTF Business has completed the construction associated with this Project, the City will provide OTTED with the actual number of new, permanent, full-time jobs created by the EDTF Business.

25.0 INDEPENDENT CAPACITY: The City shall act as an independent contractor and not as an employee of OTTED in the performance of this Agreement. The City agrees to take such steps as necessary to ensure that each subcontractor of the City will be deemed to be an independent contractor, and will not be considered or permitted to be an agent of the State.

The City will not pledge the State's credit or make OTTED a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

26.0 MODIFICATION OF AGREEMENT: In the event the City desires to modify any of the terms and conditions of this Agreement, the City shall make such request for modification in writing to OTTED at any time during the term of this Agreement. However, if the request for modification relates to changes in the project commencement and/or project completion dates, such request must be received by OTTED prior to the expiration of the current

commencement or project completion date. If such a request is made after the expiration of the above referenced date, OTTED shall have the option to terminate this Agreement.

27.0 LIABILITY AND INDEMNIFICATION: OTTED will not assume any liability for the acts, omissions to act, or negligence of the City, its agents, servants, or employees; nor will the City exclude liability for its own acts, omissions to act, or negligence to OTTED. In addition, the City agrees to be responsible for any injury or property damage resulting from any activities conducted by the City.

To the extent permitted by law, the City agrees to indemnify and hold OTTED harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, neither OTTED nor any agency or subdivision of the State of Florida waives any defense of sovereign immunity or increases the limits of its liability upon entering into this contractual relationship.

28.0 NON-ASSIGNMENT: Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring will be null and void; provided, however that OTTED will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the City. In the event that OTTED approves transfer of the City obligations, the City remains responsible for all work performed and all expenses incurred in connection with this Agreement.

29.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the City and the authorized officer of OTTED.

DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, by their signatures below, the signatories affirm the approval of all paragraphs contained herein, attest to their authority to bind their respective parties to this Agreement, and cause this Agreement to be executed.

STATE OF FLORIDA
EOG/OTTED

BY: *August B. Tapp*

DATE: 2/1/06

TITLE: Deputy Director

ATTEST: *Verna A. Greenwood*

CITY OF RIVIERA BEACH

BY: *Christelle Wood*

DATE: 2/01/2006

TITLE: Council Chair

ATTEST: *E. A. H.*
City Clerk

29.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the City and the authorized officer of OTTED.

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STATE OF FLORIDA
EOG/OTTED

CITY OF RIVIERA BEACH

BY: *August B. [Signature]*
DATE: 2/1/06
TITLE: Deputy Director
ATTEST: *John A. [Signature]*

BY: *Christella [Signature]*
DATE: 2/01/2006
TITLE: Council Chair
ATTEST: *[Signature]*
City Clerk

EXHIBIT A

**STATE OF FLORIDA
ECONOMIC DEVELOPMENT TRANSPORTATION
FUND
APPLICATION**

City of Riviera Beach

Unit of Government or Public Authority ("Applicant")

on behalf of

**Lockheed Martin Corporation
Business Name**

FOR EFI USE ONLY	
<u>1/24/06</u> Date Received	<u>1/26/06</u> Date Completed
<u>05-00183</u> Project Number	

Submit Application To:

Enterprise Florida, Inc.
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, Florida 32303
850.488.6300 Fax: 850.922.9595

*Rec'd OTTED
1/26/06
UAA*

**ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT**

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and the Office of Tourism, Trade, and Economic Development's Economic Development Transportation Fund Guidelines.

I. APPLICANT

Government Applicant: City of Riviera Beach

Government Federal Employee Identification Number: 59-6000417

Name of Primary Contact: William E. Wilkins

Title: City Manager

Address: 600 W. Blue Heron Blvd

Riviera Beach FL 33404
(City) (State) (Zip)

Telephone: (561) 845-4010 Fax: (561) 840-3353

Email address: wewilkin@rivierabch.com

II. COMPANY PROVIDING EMPLOYMENT (only one company may be listed)

Company: Lockheed Martin Corporation

Primary Contact: Ed Shea

Title: Sr. Manager Business Operations

Address: 100 East 17th Street

Riviera Beach, FL 33404
(City) (State) (Zip)

Telephone: 561-494-2310 Fax: 561-842-5303

Email Address: Ed.Shea@lmco.com

Principal Business Activity: Design, development, and manufacture of
unmanned undersea systems for the military

SIC Code Number: 3731

Type of Facility: New Location () Expansion of Existing (X) Retention (X)

Date Construction Will Begin: Immediately upon approval

Date Company will be in Operation: The Company is currently in operation

Estimated Square Feet of Facility: 78,000 ft² + 23,000 ft² new facility

Full-time Employment Generated/Retained:

New 400-55 Retained 263-308

(IMPORTANT NOTE: Grant request should not exceed \$5,000 per job. Grants exceeding \$5,000 per job may be approved when the project occurs in an economically distressed community and a further waiver of this guideline may be granted pursuant to the EDTF Program Guidelines.)

New Capital Investment Generated: Approximately \$10,000,000

Briefly Describe the Facility (New or Existing) or the Expansion.

Lockheed Martin Corporation's Riviera Beach facility, located in Palm Beach County, is aligned under the Maritime Systems and Sensors Business Area (MS2). The Riviera Beach operation of Undersea Systems specializes primarily in the designing, development, and manufacture of unmanned undersea systems for the United States Department of Defense.

Lockheed Martin Corporation (LMC) needs to expand their operations in Palm Beach County to support pursuit of new contracts, such as MRUUV (Mission Reconfigurable Unmanned Underwater Vehicle) and future Navy Programs such as LDUUV (Large Diameter Unmanned Underwater Vehicle), as well as follow on-effort to existing programs such as ADUUV (Advanced Deployable Unmanned Underwater Vehicle) and ADS ISS FSD for LCS (Advance Deployable System Installation Support Subsystem for Littoral Combat Ship). Expansion of existing facilities is also needed to support the expanding workforce, DoD security requirements and the transitioning of new products to production. These include CETUS, AN/WLD (V) 1 (Remote Mine-hunting vehicle) and Littoral Combat Ship Mission Modules, like ADS, Sea Talon, and RMS (Remote Mine-hunting System).

LMC will refurbish 23,000 square feet of the facility located at 1700 Broadway. Within the campus we also plan to construct a special purpose building of 2,000 square feet, and an engineering/office facility of 20,000 square feet to be completed between 2006 and 2007. LMC plans to extend the work dock located on the campus and dredge the waterfront area. Please see the attached narrative for more details.

III. TRANSPORTATION (Attach a rough site plan with facility in relation to the requested transportation improvements.)

- A. Briefly describe the transportation problem that is an impediment to the company described above and give its importance to the company's decision. See attached narrative
- B. Briefly describe the transportation project that will alleviate the transportation problem. See attached narrative - letter from city dated Jan. 25, 2006

C. Estimated Cost of the Transportation Project:

Construction: ~~\$2,007,000~~ 1,653,538

Right-of-Way: * \$0

IMPORTANT NOTE: Right-of-Way cost may be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.

Design & Engineering: ~~\$34,000~~

TOTAL COST: ~~\$2,041,000~~ 1,653,538

D. Transportation Project Funding Sources:

City: \$ _____

County: \$ _____

Company: \$41,000

Other: \$ _____

Please specify: Land owner/developer

Request from the Economic Development Transportation Fund
(\$2,000,000 maximum): ~~\$2,000,000~~ 1,653,538

TOTAL COST: ~~\$2,041,000~~ 1,653,538

(NOTE: The total costs must equal the sum in items C and D)

E. Estimated Number of Days to Construct the Transportation Project: 540 days

IV. PROJECT LOCATION

- A. Located in an Enterprise Zone? X Yes No
- B. Located in the Target Area of a Community Development Corporation? Yes X No
- C. Located in a Front Porch Community? Yes X No
- D. Located in a REDI County? Yes X No
- E. County population of 75,000 or less? Yes X No
- F. City population of 10,000 or less? Yes X No
- G. City population over 10,000 but less than 20,000? Yes X No
- H. Located on Brownfield Site or in a Brownfield Area? Yes X No

V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate of the local unit: 7.8%
Identify local unit (e.g., county, city or census tract): City of Riviera Beach
State Rate: 3.6%
Information Source and Date of Source: U.S. Census Bureau

B. Per Capita Income of the local unit: \$19,847
Identify local unit (e.g., county, city, or census tract): City of Riviera Beach
State Per Capita Income: \$26,845
Information Source and Date of Source: U.S. Census Bureau
Poverty Rate of the local unit: 23%
Identify local unit (e.g., county, city, census tract): City of Riviera Beach
State Rate: 13.1%
Information Source and Date of Source: U.S. Census Bureau, American Community Survey

IMPORTANT NOTE: Only Creditable Government Sources can be accepted e.g., Latest U.S. Census Data, or Florida Statistical Abstract Data, or Florida Department of Labor and Employment Security Data.

VI. OTHER CONSIDERATIONS

A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes? X Yes No

If not, what is the expected time frame for compliance? _____

B. What is the Future Land Use Map designation for the business facility site?

Working waterfront

C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? X Yes No

If not, describe the inconsistency and give the time frame for amending the plan:

D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities? Yes X No

If yes, explain: _____

I. Does construction of the business facility trigger concurrency requirements for transportation facilities? _____ Yes X No

E.

↳ If yes, what transportation management alternatives have been considered?

F. Does the adopted plan include an Economic Development Element?

X Yes _____ No

G. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

No

H. Will low to moderate-income workers be eligible for employment within this facility? _____ X Yes _____ No

If not, why not? _____

I. What role will the transportation project play in the decision of the business to locate, expand, or remain in this state?

This project will secure the role of this business to be a Lockheed Martin center for At-Sea testing. It also complements the working waterfront redevelopment of Riviera Beach.

J. Is there documented competition for this project? _____ X Yes _____ No

IMPORTANT NOTE: If there is no documented competition, the project is not eligible.

(Check all that apply.)

State(s) Maryland, New Jersey, Ohio, Rhode Island, California.

Summarize Incentive(s): Unknown

Country(ies) _____; _____; _____

Summarize Incentive(s):

Florida Community(ies): _____

Summarize Incentive(s):

VII. PROJECT INFORMATION

Location of Project (Provide Road Number, if applicable): 100 East 17th Street
US: _____ State: Florida County: Palm Beach City: Riviera Beach

Party responsible for maintenance and upkeep:
State: _____ County: _____ City: _____ Other Lockheed Martin

(If more than one is applicable, please indicate.)

Total Length of Project: 18 Months

Is there an alternative that would provide more cost effective access to the project? _____ Yes No

Are there any additional traffic impacts? Yes _____ No

If yes, does the project provide for additional impact? Yes _____ No

If no, please explain:

VIII. TRAFFIC IMPACTS FOR PROJECTS INVOLVING STATE HIGHWAYS ONLY

N/A

1. Traffic generation estimates (in number of vehicles daily):

Number of Cars _____ Number of Trucks _____

2. AM Peak Hour _____ a.m. to _____ a.m.—Indicate Number of:

Inbound Cars _____ Inbound Trucks _____

Outbound Cars _____ Outbound Trucks _____

3. PM Peak Hour _____ p.m. to _____ p.m.—Indicate Number of:

Inbound Cars _____ Inbound Trucks _____

Outbound Cars _____ Outbound Trucks _____

IX. SIGNATURE: If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund. DOT form on Page 7, letter from applicant, letter from the benefiting company and a map showing the relationship of the facility to the transportation project must accompany this application.

MICHAEL D. BROWN

(Type Name)
MAYOR

(Title)

Michael D. Brown

(Signature of an elected city or county official)

**OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT
FOR SUBMISSION TO YOUR DOT DISTRICT SECRETARY'S OFFICE**

IMPORTANT NOTE: Applications submitted without this completed page are incomplete and will not be processed until the applicant submits to Enterprise Florida, Inc.

X DOT TRANSPORTATION DISTRICT CONSTRUCTION COST ESTIMATE
NA DOT Est. Forthcoming

Based on information provided with this application:

Estimated cost of construction: \$ _____

Estimated cost of right-of-way: \$ _____

Estimated cost of design and engineering: \$ _____

Has design and engineering been completed? Yes No

Was cost overrun considered in total cost? Yes No

If yes, how much? _____

Is design in accordance with DOT specifications? _____

How many days estimated for completion? _____

DOT Comments: The Department does not typically prepare cost estimates for this type of project. The estimate in Section III of the application (\$2,041,000) appears to be reasonable.

Greg O'Reilly 1/30/06
(Signature of DOT)

The signature of FDOT only attests to EDTF transportation project cost estimates and does not commit FDOT to automatically approve any permits associated with this project.

**Lockheed Martin Perry Technologies
100 East 17th Street
Riviera Beach, FL 33404**

EXECUTIVE SUMMARY

Lockheed Martin Corporation is proposing two projects to support the expansion of Riviera Beach operations. The projects include extending our work dock and dredging the waterfront area. They will benefit Lockheed Martin by allowing for more program wins, leading to job creation. In addition, the projects will benefit the public and support the objectives of the Riviera Beach Redevelopment Plan.

DOCK PROJECT

EXISTING CONDITIONS

Presently there is a main work dock on the facility for supporting Navy test programs. This dock is 210' long and 8' wide, constructed of wood piles, wood frame and decking. It is in fair to good condition and was damaged by Hurricane Francis and Jean in September 2004. This has been repaired; however, the structure requires improvements to service important Navy test platforms. The target platforms include the Navy vessels HSV2, Range Rover, and Littoral Combat Ship.

The dock's primary use is to service work boats utilized for testing of vehicles at the Lockheed Martin facility. At this time, the dock is used by two test support vessels.

In addition, this dock services two commercial tub boats that are used daily at the Port of Palm Beach.

TRANSPORTATION IMPEDIMENTS

The dock needs additional piles and structural repairs.

Access to the dock facilities is limited by the channel depth. Facilities that are presently available for the various Lockheed Martin Research and Development Programs are not able to meet the minimum requirements of the programs due to limited space, water depth, dock structure and construction type.

These programs are now restricted in their ability to support expansion of present testing requirements or the addition of new business. There is a need to sustain the expanding test fleet with larger support ships and expanded vehicle testing requirements.

PROPOSED IMPROVEMENTS

Reconstruct and extend the existing commercial docking facility to accommodate needs for additional berthing of larger vessels

HOW THE DOCK IMPROVEMENTS WILL BENEFIT THE PUBLIC

The dock extension and dredging project will enable the Lockheed Martin Riviera Beach facility to expand jobs by pursuing and winning Navy test programs for the LCS mission modules. This is in support of our job expansion plans proposed to Palm Beach County and the State of Florida.

This will also support the City of Riviera Beach in its plan for redevelopment of the working waterfront.

WHY IMPROVEMENTS ARE REQUIRED FOR CREATION OF NEW JOBS

The creation of new jobs at Lockheed Martin is driven by pursuit and win of new Navy test programs. New test programs that require the use of larger research vessels will depend on the proposed improvements.

RELEVANT INFORMATION

The docks, dredging and working waterfront projects have been under study and planned for many years. Water access and dockage is a critical transportation path for Lockheed Martin as well as other waterfront businesses in the area.

These transportation projects are consistent with the present and anticipated use of this area.

ESTIMATED COST

<i>Mobilization / demobilization / engineering / surveying</i>	\$ 34,000	\$ 853,538
<i>Demolition and disposal</i>	\$ 30,000	
<i>Fixed concrete dock system</i>	\$ 335,000	
<i>Timber mooring and fender piles</i>	\$ 40,000	
<i>Electrical system</i>	\$ 60,000	
<i>Water, fire, and sewer systems</i>	\$ 42,000	
TOTAL BUDGET	\$ 541,000	

DREDGING PROJECT

EXISTING CONDITIONS

The area of our underwater lease is presently 9' deep leading to the channel which is presently 14' deep.

TRANSPORTATION IMPEDIMENTS OF EXISTING WATER DEPTH

The access to the dock facilities is limited by the channel depth and the depth of the water around the docks.

Currently, Lockheed Martin marine facilities are not adequate. They are unable to meet program requirements due to limited water depth and the inability to bring larger ships into the facility to support testing requirements.

PROPOSED IMPROVEMENTS

The area of our current underwater lease and anticipated expanded lease area would be dredged by the Army Corps of Engineers to a depth of 14' deep leading to the channel, which will be widened and dredged to a depth of 14'.

WHY IMPROVEMENTS ARE REQUIRED FOR CREATION OF NEW JOBS

The creation of new jobs at Lockheed Martin is driven by pursuit and win of new Navy test programs. New test programs that require the use of larger research vessels will depend on the proposed improvements.

Additionally, the expansion of dockage for larger public boats and yachts will support the job growth of our associates and development of the Riviera Beach working waterfront.

RELEVANT INFORMATION

The docks, dredging and working waterfront projects have been under study and planned for many years. Water is a critical transportation path for Lockheed Martin as well as other waterfront businesses in the area.

These transportation projects are consistent with the present and anticipated use of this area.

ESTIMATED COST

~~\$1,500,000~~ \$800,000

Cost revisions to
Jan. 25, 2006 letter
wu

**Riviera Beach EDTF Grant Cost Estimates
(Lockheed Martin)**

	Total Cost	EDTF Eligible
Dredging the area to a depth of 15 feet between the Intra-coastal waterway, up to the bulkhead between the company property site to an adequate width allowing ships to berth at the North dock to a depth of 15 feet (area shown in Map #1)	\$ 1,500,000	\$ 1,125,000
Constructing a 700 ft. x 12 ft. pier at \$75 sq. ft. (EDTF eligible is 500 ft.)	\$ 630,000	\$ 450,000
Electrical, lighting, benches, water	\$ 100,000	
600 ft. of vinyl coat chain link fence	\$ 42,000	
Contingency	\$ 113,600	\$ 78,538
TOTAL	\$ 2,385,600	\$ 1,653,538

Wilson, Wynnelle

From: White, Paul D [Pwhite@Rivierabch.com]
Sent: Saturday, February 04, 2006 1:01 PM
To: Shea, Ed; Wilkinson, Charles
Cc: Wilson, Wynnelle; Marty Wilson; Ryan, Pamela Hanna; Wilkins, William E
Subject: Lockheed Martin Commitment to EDTF Grant

Ed,

The City Council approved the grant and with the City, Enterprise Florida and the State working together we were able to make the 30 day timeline. As I indicated in my January 31, 2006 e-mail to Charles Wilkerson Lockheed Martin (LM) must commit to cover an cost overruns on this project. As I understand it, Palm Beach County has provided a grant for (LM) in the amount of \$325,000. The Palm Beach County funding funding together with the State is almost \$2,000,000 or 33% of LM projected capital expansion. This project was presented as "but for" the dredging of the Lake Worth Lagoon, LM would not be able to service the naval ships on which the company's capital expansion is based. The City, County and State have all work in good faith based on that presentation. As you heard at the City Council meeting, my City Council finds it hard to believe that the nation's leading defense contractor \$20.7 billion in defense contracts can not cover any cost in excess of the EDTF grant. I will be out of town on a trade mission for the City February 5-9. I would like to arrange for a conference call February 13, 2006 at 2:00pm at my office with the appropriate decision makers for LM to determine if Lockheed plans to make this commitment. As you know, my goal is to complete the tri-party agreement within the next 60 days as well as refine the construction estimates on the project. However, if Lockheed Martin is unwilling to provide this commitment in writing, I would like to notify Enterprise Florida and the State as soon as possible. I am optimistic that we can work through the remaining issues and complete the project in a timely manner.

Paul D. White
Assistant City Manager
City of Riviera Beach
561-845-4169



County Administration

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2030
FAX: (561) 355-9982
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Thry Maslotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

January 25, 2006

Ms. Marty Wilson
Enterprise Florida
390 North Orange Ave., Suite 1300
Orlando, Florida 32801

**Subject: Palm Beach County's Provision of Public Access for
Lockheed Martin Dock Reconstruction –
Riviera Beach**

Dear Ms. Wilson:

Palm Beach County and the City of Riviera Beach have been working together in support of the expansion of Lockheed Martin within the City of Riviera Beach. On January 24, 2006 the Palm Beach County Board of County Commissioners and the City of Riviera Beach City Council held a joint meeting. The Palm Beach County Board of County Commissioners arrived at a consensus that the County's Moroso Park, which is adjacent to the Lockheed Martin property, will be maintained to provide for public access to Lake Worth Lagoon. This action will allow public access from Moroso Park to the proposed reconstruction of the north dock on Lockheed Martin's property. It is the City of Riviera Beach and Palm Beach County's understanding that this support clears the way for an EDTF grant to be awarded to the City of Riviera Beach to dredge the Lake Worth Lagoon and construct a dock/fishing pier for joint usage for the public and Lockheed Martin.

Should you require additional information please contact Verdenia Baker, Deputy County Administrator at 561-355-6726.

Sincerely,

Robert Weisman
County Administrator
Palm Beach County

cc: Board of County Commissioners
Verdenia C. Baker, Deputy County Administrator
William E. Wilkins, City Manager, City of Riviera Beach

"An Equal Opportunity
Affirmative Action Employer"



CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD.

RIVIERA BEACH, FLORIDA 33404

(407) 845-4010

OFFICE OF
CITY MANAGER

January 25, 2006

Ms. Marty Wilson
Enterprise Florida
Suite 1300
390 North Orange Avenue
Orlando, Florida 32801

Subject: Cost Estimates Lockheed Martin Dredging and Dock

Dear Ms. Wilson,

The original numbers submitted in the application were provided to Lockheed Martin by a consultant. The City of Riviera Beach in consultation with FIND has revised the previous cost estimates provided by Lockheed Martin as follows:

Dredging 62,000 cubic yards in the channel and 108,000 cubic yards in the basin of Lake Worth Lagoon to a depth of 15 ft.	\$800,000- the adjustment reflects deleting dredging to the bulkheads of Lockheed Martin
Constructing a 700 ft. x 12 ft. pier at \$75 a sq. ft. The additional 200 ft. extends the pier closer to the ICW which improves fishing and intermodal transportation.	\$630,000
Electrical, lighting, benches, water	\$100,000
600 ft. of 8 ft. vinyl coat chain link fence @ \$70 linear ft. (installed)	\$42,000
Contingency	81,538
Total	\$1,653,538

Sincerely yours


Paul D. White
Assistant City Manager
City of Riviera Beach

Mayor & City Council

LMC Properties, Inc.
100 S. Charles Street, Suite 1400 Baltimore, Maryland 21201
Telephone 410.468.1038 Facsimile 410.468.1075



Charles F. Wilkinson
Assistant General Counsel

January 24, 2006

Ms Marty Wilson
Enterprise Florida
Suite 1300
390 North Orange Avenue
Orlando, Florida 32801

Dear Ms. Wilson,

Lockheed Martin Undersca Systems, Riviera Beach, Florida, is a secure defense plant fronting on Lake Worth lagoon.¹ It specializes primarily in unmanned maritime systems for the Department of Defense.² We compete directly with several major defense contractors for unmanned maritime systems programs and face stiff competition from companies located in places like Anaheim, California, Annapolis, Maryland and Portsmouth, Rhode Island. We are considering expanding our Riviera Beach operation and are developing a plan to add fifty-five permanent full-time jobs that are highly skilled positions with an average compensation greater than \$65,000 per year (about \$31 per hour). In addition, we currently employ three hundred eight full-time employees with an average yearly salary of \$75,000 (about \$36 per hour).

Since late 2004 the company has made capital investments of more than \$10,000,000 at the Riviera Beach facility and the expansion referenced above will require approximately \$2,041,000 to resolve serious transportation impediments. For example, our facility has inadequate dockage thereby restricting our ability to meet increasing program requirements. The main working dock for US Navy programs is two hundred ten feet long and eight feet wide and is constructed of wood piles, wood frame and decking. It was damaged by Hurricanes Francis and Jean in September 2004 and although repaired, the structure requires constant improvements to service important Navy test platforms such as Navy vessels HSV2, Range Rover and Littoral Combat Ship. Access to the waterfront is also limited by the channel depth and the depth of the water around

¹ The entire site is surrounded by fencing and access is available only to employees, contractors and government officials who have a valid business purpose for being there.

² Our key programs include the AN/WLD(V)1 Remote Minehunting System, ADUUV (Advanced Deployable Unmanned Underwater Vehicle), ADS (Advanced Deployable System) Subsystems, the CETUS Autonomous Underwater Survey Vehicle for Homeland Security, Undersea Test Services, and other Remote Operating Vehicles. Our business is positioned to grow with the award of several new programs including MRUUV (Mission Reconfigurable Unmanned Underwater Vehicle), AN/WLD(V)1, ADS, and mission modules for the Littoral Combat Ship.

the docks; channel depths are currently nine feet and need dredging to fourteen feet to accommodate larger vessels. Presently, the shallow channel prevents larger ships from coming into the facility and our research and development programs are in jeopardy due to the aforementioned impediments. Successful operation of our business and prevention of further degradation to our research and development capabilities is dependent upon various improvements being made to the docks and channels. If the transportation related improvements are not made to our facility, then we will not be able to expand and support new programs, an increasing workforce, and stringent Department of Defense security requirements.

In attempting to address these transportation impediments, we have held discussions over the past year with the City of Riviera Beach and Palm Beach County about construction of a fishing pier that would have walking access from the County's park immediately adjacent to our northern property boundary with the north side of the pier for public fishing and the south side for exclusive use by the Company. We understand that the City has proposed use of funds from a State transportation grant to build such a structure and that the State has expressed some concern that the City's application for transportation funds for this purpose does not readily evidence something in the nature of a "public purpose" allowing for award of a grant under your program. It seems that a fishing pier as set forth above would achieve a "public purpose" especially when the dredging aspect of such a project may also benefit a proposed water taxi stop that would serve as a conduit to the County's park. To date we do not know if the City and County have reached any written agreement to allow public access to a fishing pier from the County's park and how such access would comply with the Company's security of its upland site which as a secure defense plant and working waterfront is not otherwise available to the public for any purpose. An agreement between the City, the County and Lockheed Martin for access from the County's park to the fishing pier would be necessary to make the plan feasible and would have to require among other things construction of a security fence dividing the fishing pier into two segments; e.g. a north side for public use and a south side for exclusive use by the company.

An acceptable alternative to a fishing pier as described above is for the State to award the City the grant for improvement of the company's existing working docks and dredging projects with fulfillment of a "public purpose" by the Company agreeing to allow local police agencies and the US Coast Guard to utilize our working docks on a non-interference basis in furtherance of their public safety and law enforcement missions in and around Lake Worth and the nearby waterways.

Thus, it appears there are two options for use of the transportation funds; both dredging and construction of a fishing pier as described above, or dredging and revitalization of existing working docks. While the company appreciates the efforts of all concerned parties to facilitate construction of a fishing pier, we will not agree to such an activity unless the City and the County can present the company with a fully executed agreement (conditioned upon our final review and approval) concerning access to such a pier from the County land by February 10, 2006. In any event, either one of these proposals would alleviate transportation impediments and meet the company's needs.

Thank you for continuing to support the City's application for a transportation grant which, if awarded, will help the company retain and grow business in Riviera Beach. Please do not hesitate to call me if you have any questions or need to discuss this matter further.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris P. ...". The signature is written in a cursive style with a horizontal line at the end.



CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD.
(561) 845-4010

RIVIERA BEACH, FLORIDA 33404
FAX (561) 840-3353

OFFICE OF
CITY MANAGER

June 21, 2005

Enterprise Florida
Attention: Crystal Sircy
Economic Development Transportation Fund Program
The Atrium Building, Suite 201
325 John Knox Road
Tallahassee, FL 32303

**Re: City of Riviera Beach
EDTF Grant Request**

Dear Ms. Sircy:

Please find enclosed the City of Riviera Beach's application for funding under the Economic Development Transportation Fund Program of the State of Florida. The City is requesting \$2,000,000.00 in grant funds to resolve a transportation problem that negatively affects a major employer in the city. I have attached a copy of the letter from Lockheed Martin Corporation, Undersea Systems which is aligned under the Maritime Systems and Sensors Business Area (MS2) headquartered in Moorestown, NJ. The Riviera Beach operation of Undersea Systems specializes primarily in Unmanned Maritime Systems, working for the United States Department of Defense (DoD).

Lockheed Martin Corporation (LMC) needs to expand their operations in Palm Beach County to support pursuit of new contracts, such as MRUUV (Mission Reconfigurable Unmanned Underwater Vehicle) and future Navy Programs such as LDUUV (Large Diameter Unmanned Underwater Vehicle), as well as follow on-effort to existing programs such as ADUUV (Advanced Deployable Unmanned Underwater Vehicle) and ADS ISS FSD for LCS (Advance Deployable System Installation Support Subsystem for Littoral Combat Ship). Expansion of existing facilities is also needed to support the expanding workforce, DoD security requirements and the transitioning of new products to production. The company's expanded workforce includes 100 new permanent full-time jobs. These are highly skilled positions with an average compensation greater than \$65,000 per year, approximately \$31 per hour. Additionally, the company will be retaining 263 full-time employees with an average yearly salary of \$75,000 or approximately \$36 per hour. These positions are in jeopardy of being located to other MS2 locations.

TRANSPORTATION PROBLEM

Lockheed Martin competes directly with several major defense contractors for Unmanned Maritime Systems programs. The company has improved its market share and face stiff

competition or new work from Boeing located in Anaheim, CA, Northrop Grumman located in Annapolis, MD, Raytheon located in Portsmouth, RI, and others located outside of Florida. The company cannot pursue these new market programs adequately because:

1. Access to their dock facilities is limited by the channel depth. Facilities that are presently available for the various Lockheed Martin Research and Development Programs are not able to meet the minimum requirements of the programs due to limited space, water depth, and dock structure and construction type. These programs are now restricted in their ability to support expansion of present testing requirements or the addition of new business. There is a need to sustain the expanding test fleet with larger support ships and expanded vehicle testing requirements.

2. Additionally, the Lockheed Martin underwater area is presently 9' deep leading to the channel which is presently 14' deep. Marine facilities are inadequate to meet program requirements due to limited water depth and the inability to bring larger ships into the facility to support testing requirements.

TRANSPORTATION PROJECT

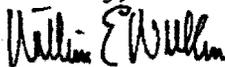
Lockheed Martin is requiring that the following improvements be made if it is to remain and expand in Florida

1. Reconstruction and extension of the existing commercial docking facility to accommodate needs for additional berthing of larger vessels.
2. Dredge the current underwater lease and anticipated expanded lease area to a depth of 14' deep leading to the current channel.

The City does not have the funds to make these improvements. For this reason, we request that the State partner with us to provide the funds needed to make the transportation improvements and thereby induce Lockheed Martin to remain in our city. The company has committed to make a capital investment of approximately \$10 million.

Lockheed Martin is an instrumental partner in the City's economic development. It is located within our Community Redevelopment Agency (CRA) district, an 860 acre area within a State of Florida Enterprise Zone. If you have questions or require additional information, please contact Mr. Paul White, Assistant City Manager at (561) 845-4169 or Mr. David Wright, Intergovernmental Relations Coordinator at (561) 845-4097.

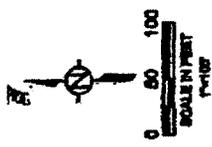
Sincerely,



William E. Wilkins
City Manager

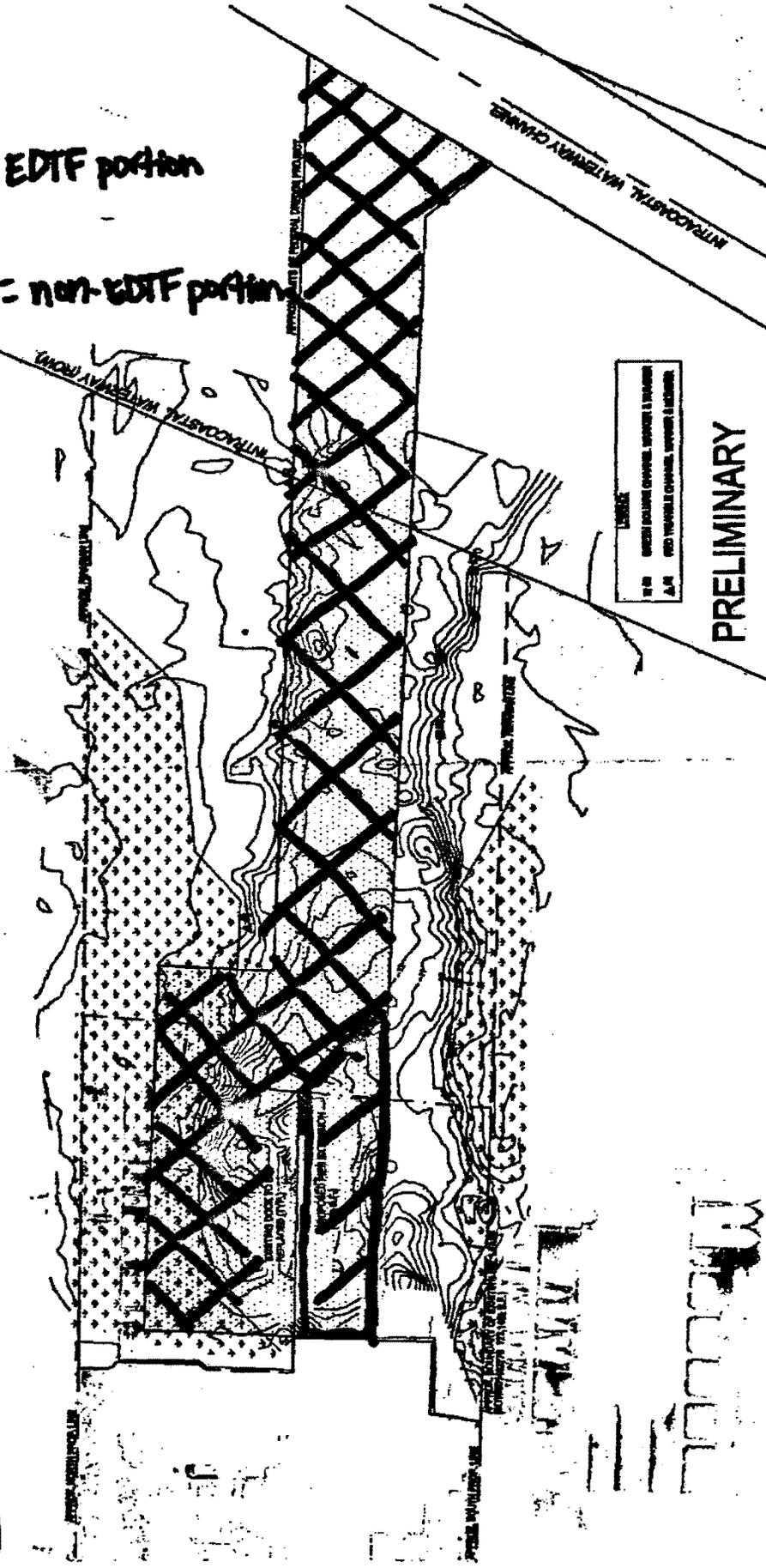
Enclosures

cc: Paul White, Assistant City Manager
Floyd T. Johnson, Director of CRA
David Wright, Intergovernmental Relations Coordinator



 : EDTF portion
 = non-EDTF portion

PRELIMINARY



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PRELIMINARY

1. BOUNDARY SURVEY CONDUCTED BY JAMES & STUBBS SURVEYING, INC. ON 08/15/10 AND LOCATED BY LINDSEY LINDSEY SURVEYING, INC. JOB 10-08-10, DATE 10/10/10.

2. CONTAINS WORKS IN FULLY PAID FOR FROM MTRICOSTAL WATERWAY CHANNEL SURVEY BY JAMES & STUBBS SURVEYING, INC. JOB 10-08-10, DATE 10/10/10.

3. EXISTING AND PROPOSED LOCATIONS SHOWN. ALL PROPOSED LOCATIONS SHOWN ARE SUBJECT TO APPROVAL BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL REOURCES & CONSERVATION, DATE 10/10/10.

4. COMMUNITY PLANNED LAND LINE BOUNDARY FROM SURVEY BY WALLACE SURVEYING CO., DATE 08/15/10.

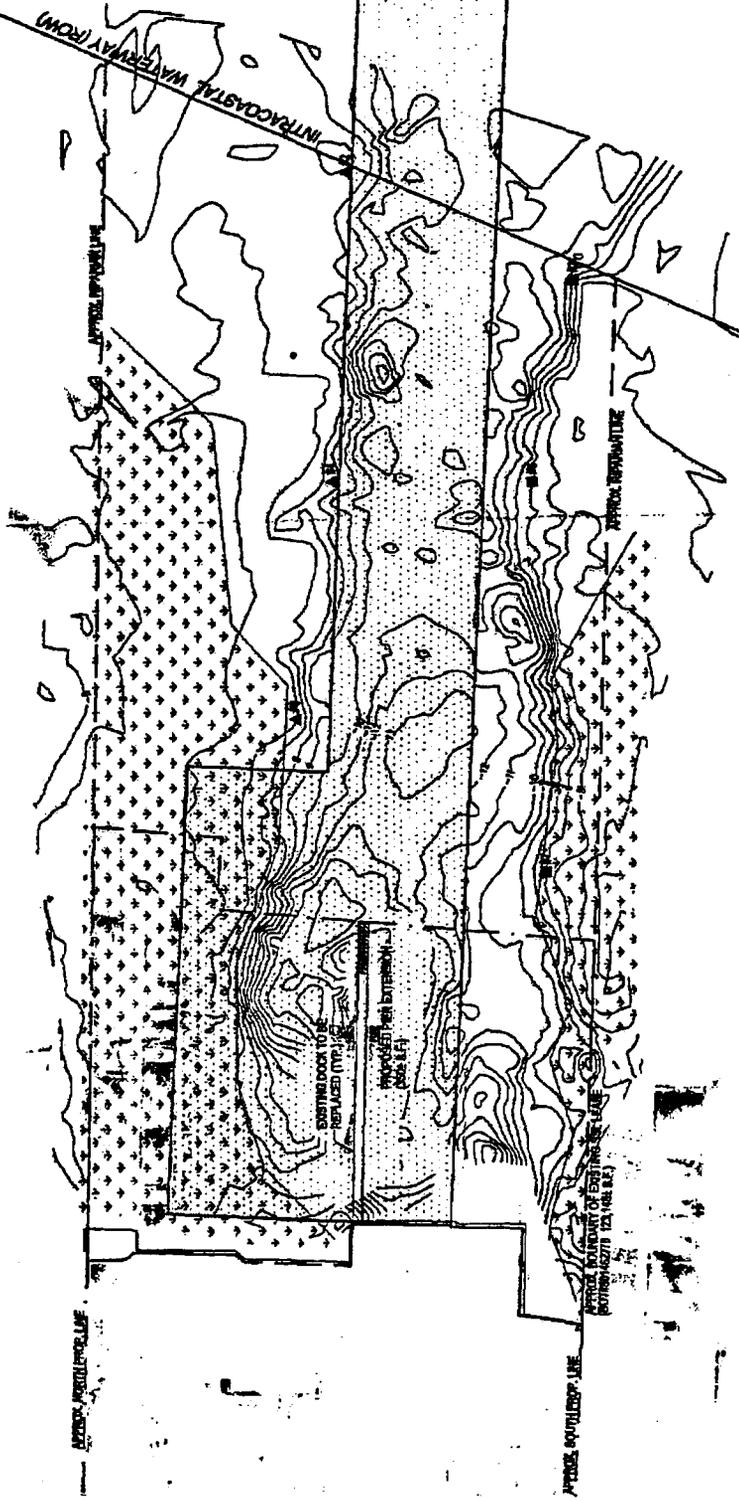
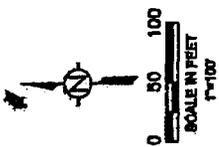
5. LOCATION OF ERY CHANNEL AND PORT OF WAY AND FEDERAL BUREAU OF INVESTIGATION FLORIDA INLAND ADMINISTRATION DISTRICT.

6. AREA PHOTOGRAPHED FROM HALL COUNTY DEPARTMENT OF ENVIRONMENTAL REOURCES & CONSERVATION.

map 1 revised

MAP #1

PRELIMINARY



LEGEND	
■	GREEN SOURCE CHANNEL, MARKER & NUMBER
■	RED TRIMBLE CHANNEL, MARKER & NUMBER

PRELIMINARY

6. BEACHES SHOWN IN JULY DATA, FROM HYDROGRAPHIC SURVEY BY LOWBERG LAND SURVEYING, INC. JOB 15-074-512, DATE: 06/08/05

4. EXISTING AND PROPOSED LOCATIONS SHOWN ARE APPROXIMATE, BASED ON SURVEY BY LOWBERG LAND SURVEYING, INC. JOB 15-074-512, DATE: 06/08/05

2. SOVEREIGNTY SUBMERGED LAND LEASE BOUNDARY FROM SURVEY BY WALLACE SURVEYING CORP.

3. LOCATION OF BOY CHANNEL AND RIGHT OF WAY AND FEDERAL DREDGE PROJECT FROM FLORIDA INLAND NAVIGATION DISTRICT.

NOTES:
1. AERIAL PHOTOGRAPH FROM PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT, TAG# 1729000.

Map #2

Rough Sketch of Proposed Dredging and Dock Extension Showing Property Boundaries and Existing Transportation Facilities Lockheed Martin – Perry Technologies 100 East 17th Street – Riviera Beach, FL



Approx. Limits of Federal Dredge Project - 14 - 710

Drawing Legend

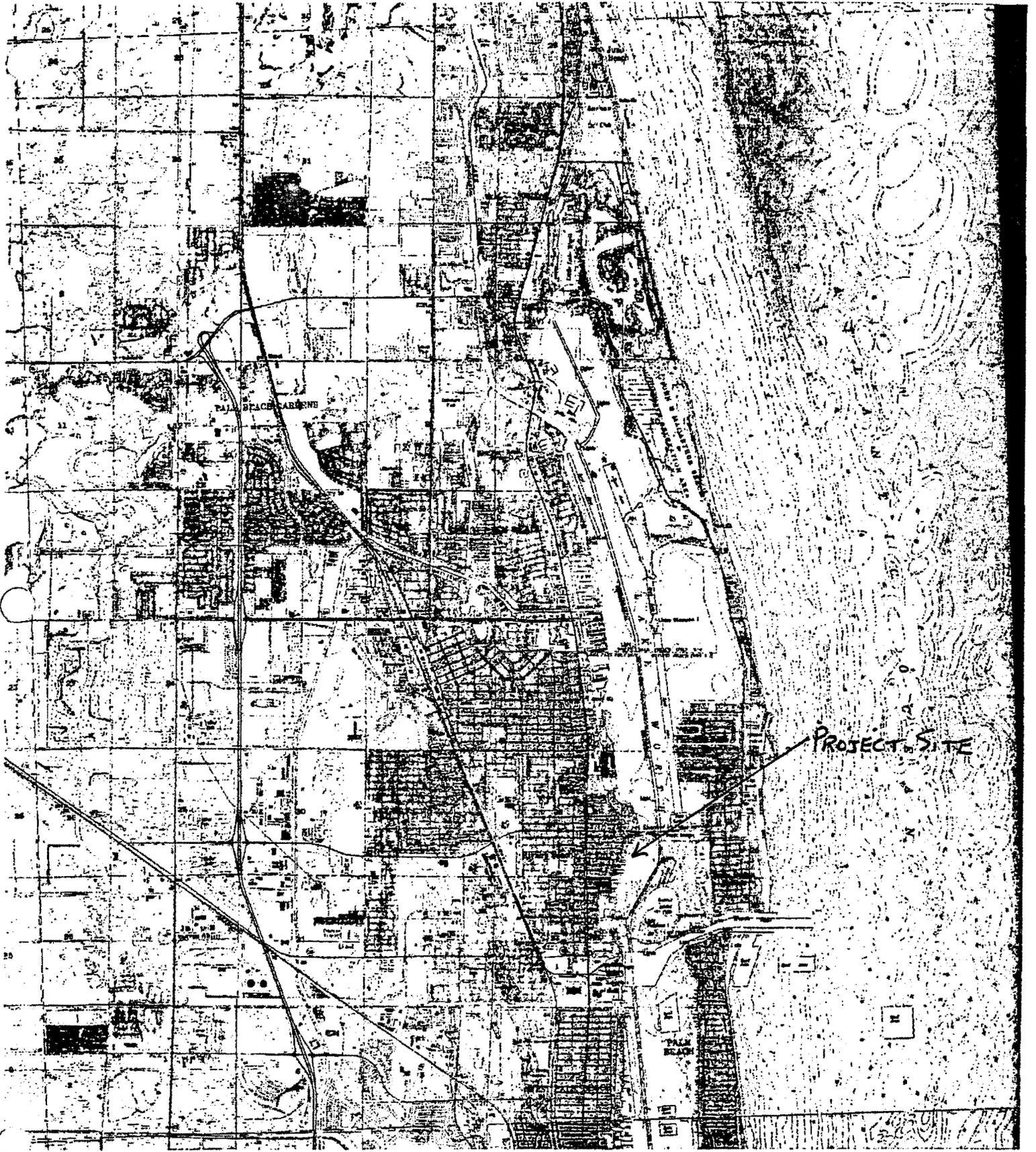
- Facility Entrance/Exit Point
- Approx. Lockheed Martin Property Boundary
- - Approx. Boundary of Pending Lockheed Martin Property Purchase
- Approx. Boundary of Existing Lockheed Martin SSL Lease
- Proposed Dock Extension
- Approx. Boundary of Federal Dredge Project
- Existing Water Entrance

6/22/2005



Handwritten text, possibly a signature or initials, in the top left corner.

Map #4



PALM BEACH MARINE

PROJECT SITE

USGS RIVIERA BEACH QUAD

EXHIBIT B

EXHIBIT B

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Office of Tourism, Trade, and Economic Development (OTTED) to the City may be subject to audits and/or monitoring by OTTED, as described in this section.

MONITORING

By entering into this agreement, the City agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OTTED. In the event OTTED determines that a limited scope audit of the recipient is appropriate, the City agrees to comply with any additional instructions provided by OTTED to the City regarding such audit. The City further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. The City shall permit access to the City's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that the City expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of the City, the City must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.550, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the City shall consider all sources of State awards, including State funds received from OTTED, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements, the City shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550, Rules of the Auditor General.
3. If the City expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that the City expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from City funds obtained from other than State entities).

Page Two: Exhibit B - Single Audit Requirements

3. The City must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by the City for work required under terms of this Agreement. In the executed subcontract, the City shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(6), Florida Statutes, the City shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. The City shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the City should access the website located at <http://www.fsaa.state.fl.us/> for assistance. The CFSA number for this project is: 31.002.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and the City's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Ms. Marcia Campbell
Sharpton, Brunson and Company, P.A.
215 South Monroe Street, Suite 600A
Tallahassee, Florida 32301

and

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

RECORD RETENTION

GRANTEE shall retain all grant records and shall ensure the retention of its independent auditors working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.