

RESOLUTION NO. 161-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA, OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT FOR AN ECONOMIC DEVELOPMENT TRANSPORTATION FUND GRANT IN THE AMOUNT OF 2 MILLION DOLLARS FOR IMPROVEMENTS TO US HIGHWAY ONE ON BEHALF OF MILLENIUM LUXURY COACH AND YACHTS; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, the City was awarded an EDTF grant for 2 Million Dollars for improvements to US Highway One; and

**WHEREAS**, the City is desirous of improving transportation facilities in the City that would assist businesses with the opportunity to expand and increase their employment base; and

**WHEREAS**, Millenium Luxury Coach and Yachts, located on East 20<sup>th</sup> Street, wants to expand their facility and their employment base; and

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

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

**Section 1.** The City Council hereby authorizes the Mayor and City Clerk to execute an agreement with the State of Florida, Office of Tourism, Trade, and Economic Development for an EDTF grant in the amount of 2 Million Dollars for improvements to US Highway One on behalf of Millilenium Luxury Coach and Yachts.

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

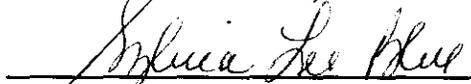
PASSED and APPROVED this 18th day of September 2002.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

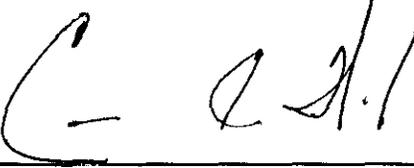
  
DAVID G. SCHNYER, CHAIRPERSON

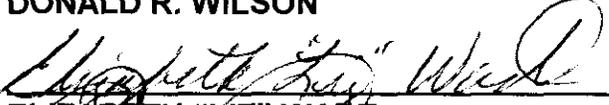
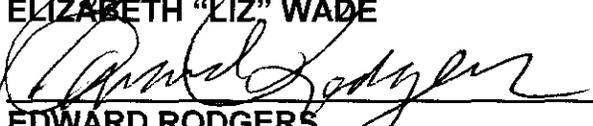
[MUNICIPAL SEAL]

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AEE  
CITY CLERK

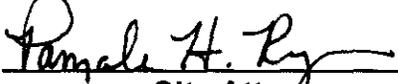
  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
Pamela H. Ry  
City Attorney  
City of Riviera Beach

Date 9/11/02

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

**AGREEMENT**

This Agreement (OT02-071) is entered into this 21 day of November, 2002, between the State of Florida Office of Tourism, Trade, and Economic Development (OTTED) and City of Riviera Beach (City) on behalf of Millenium Luxury Coach and Yachts (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 \$30,000,000; and

WHEREAS, OTTED is prepared to provide \$2,000,000 toward the total project cost of construction of the transportation project described in Section 1.0.

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

**1.0 PROJECT DESCRIPTION:** The Project, identified as Project Number 01/0250A, is described as follows and is in connection with the location of facilities by the EDTF Business:

**Widen, from 11 feet to 16 feet, the center lane of U.S. 1 from Blue Heron Boulevard to 20th Street; widen the turn radius at the intersection of Blue Heron and U.S. 1; and, widen the turn radius at the intersection of U.S. 1 and 20th Street.**

**2.0 TERM:** The term of this Agreement shall commence upon execution and continue through September 17, 2006, unless terminated at an earlier date as provided herein. Only project costs incurred on or after the effective date of this agreement, which shall be the date of execution by the parties hereto, and on or prior to the termination date of the agreement are eligible for reimbursement.

**3.0 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 BLVD.  
RIVIERA BEACH, FLORIDA 33404  
FAX: 561/840-3353**

**4.0 NOTICES:** All notices pertaining to this Agreement 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 transmission or confirmed e-mail 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.

**5.0 ADMINISTRATORS:** The State EDTF Grant administrator is Wynnelle Wilson, Chief Analyst for Policy & Incentives. The City Agreement Administrator is Dr. James E. Baugh, CRA Executive Director. All approvals referenced in this agreement must be obtained in writing from the parties' agreement administrators or their designees.

**6.0 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 Section 1.0 above 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 December 2, 2002, OTTED may, at its discretion, terminate this Agreement;

(c) The City shall verify all invoices, statements, and other documents relative to the Project 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;

(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 15.0 of this Agreement.

**6.1 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.

**6.2 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 3.0 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.

**6.3 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.

**7.0 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.

**8.0 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 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.

**9.0 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.

**10.0 MINORITY VENDORS:** The City is encouraged to utilize "minority business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors when permitted under this Agreement and shall report same to OTTED.

**11.0 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 City's annual audit.

**12.0 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.

**13.0 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.

**14.0 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 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.

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the

entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

**15.0 COMMENCEMENT:** Unless terminated earlier, the construction of the Project shall commence no later than January 15, 2003, and shall be completed on or before September 17, 2005. OTTED shall have the immediate option to terminate this Agreement should the City fail to meet either of the above-required dates.

**16.0 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 6.2 of this Agreement shall be returned to OTTED.

**17.0 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.

**18.0 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 16.0 and 17.0 of this Agreement within 30 days of the termination of this Agreement.

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

**20.0 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.

**21.0 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.

**22.0 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.

**23.0 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 the parties.

**24.0 SEVERABILITY:** If any term or provision of the Agreement is found to be illegal, invalid, or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**25.0 STRICT COMPLIANCE WITH LAWS:** The City agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulation of the federal government and State of Florida.

**26.0 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, race, creed, color, handicap, national origin, or sex.

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

The City shall insert similar provisions in all subcontracts for services by this Agreement.

**27.0 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.

**28.0 PUBLIC ENTITY CRIME:** The City affirms that at no time has the City been convicted of a Public Entity Crime pursuant to Section 287.133(2)(a), Florida Statutes, and recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

**29.0 UNAUTHORIZED ALIENS:** OTTED will consider the employment of unauthorized aliens by any contractor a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

**30.0 PUBLIC RECORDS:** OTTED may unilaterally cancel this Agreement for refusal by the City to allow public access to all documents, papers, letters, or other material subject to

the provisions of Chapter 119, Florida Statutes, and made or received by the City in conjunction with this Agreement.

**31. GOVERNING LAW:** This Agreement is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

**32. 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.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify OTTED for OTTED's negligent acts or omissions.

OTTED shall indemnify, defend, and hold harmless the City against any actions, claims, or damages arising out of OTTED's negligence in connection with this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be

construed to constitute agreement to indemnify the City for the City's negligent acts or omissions.

**33. 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.

**34. 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.

**35.0 SIGNATORIES AUTHORITY:** By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

**36.0 DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

**36.0 DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
EOG/OTTED

BY: [Signature]

DATE: 11/21/02

TITLE: Director

ATTEST: [Signature]

CITY OF RIVIERA BEACH

BY: [Signature]

DATE: 9/18/02

TITLE: MAYOR

ATTEST: [Signature]  
City Clerk

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

**CITY OF RIVIERA BEACH**  
Unit of Government or Public Authority ("Applicant")

*on behalf of*

**MILLENNIUM LUXURY COACH & YACHTS**  
Business Name

FOR EFL USE ONLY	
<u>12/5/02</u> Date Received	<u>11/14/02</u> Date Completed
<u>01/0250A</u> Project Number	

Submit Application To:  
**ENTERPRISEFLORIDA**  
Attn: Alberta Simmons  
Economic Development Transportation Fund Program  
The Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303  
Telephone: (850) 922-8737 Fax: (850) 922-9595



Full-time Employment Generated/Retained:

New 115 Retained 25

New Capital Investment Generated: \$6,000,000.00

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

Millennium Luxury Coach & Yachts is an international company, which manufactures, sells, markets and services yachts and luxury motorcoaches worldwide including the Middle East, Europe, North and South America and Asia. The company is an affiliate of Golden Yachts, Inc. d/b/a South Florida Yachts and Millennium Luxury Coach Co., both Florida corporations with common ownership interest, having join together with the objective of providing products and services to luxury yacht and motorcoach clientele. It sells and services boats and yachts from 17 feet to 135 feet in length. Their current yachts manufacturing facility, which is in the Middle East constructs yachts in the price range from about \$2,500,000.00 to over \$7,000,000.00. The company plans to merge the overseas operation with its company presently located in the City of Riviera Beach. As part of the merger, the company anticipates investing approximately \$6,000,000.00 in the expansion of the Riviera Beach facility. The expansion will include dock improvements, a new boat storage building, several manufacturing buildings, interior improvements, as well as new and additional machinery required for the manufacturing process for various company products. The anticipated expansion is expected to include approximately 75,000 square feet on approximately 12 acres of land.

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

A. Briefly describe the transportation problem which is an impediment to the company described above and give its importance to the company's decision.

The existing transportation problem, which constitutes an impediment to Millennium Luxury Coach & Yachts' (Company) expansion plans is the poor design of U. S. Highway One which hampers the maneuverability of the trucks and luxury motorcoaches to and from the proposed expansion facility causing problems in the delivery of the boats and motorcoach shells. An example of the constraints presented by the current U. S. Highway One configuration, the intersection of U. S. Highway One (Broadway) and Blue Heron Boulevard are configured in such a manner that it is almost impossible for an eastbound truck or luxury coach coming from I-95 to turn south without completely disrupting the intersection and/or causing northbound vehicles turning west to have to back up to allow the large vehicles to complete the turn. Millennium Luxury Coach & Yachts' present facility is located just east of U.S. Highway One on Avenue B. Another example of the problem with the current configuration of U. S. Highway One is at the intersection of U. S. Highway One and 20<sup>th</sup> Street, which is the major access road to Millennium Luxury Coach & Yachts. Vehicles accessing the company's property have a limited turning radius and the traffic flow on U. S. Highway One is oftentimes interrupted by vehicles making the eastbound turn onto 20<sup>th</sup> Street. In addition, vendors providing support to the manufacturing facility are experiencing problems with U.S. Highway One in its existing condition. Furthermore, the current location of U. S Highway One impedes the proposed expansion plans of the company.

**B. Briefly describe the transportation project which will alleviate the transportation problem.**

The solution is to create a new U. S. Highway One about 500 feet to the west, in the general location of Avenue E and transfer the existing U. S. Highway One into a local 2-lane city street. As part of the City of Riviera Beach's redevelopment efforts, land acquisition will occur for most of the area within the mainland portion of the redevelopment area, with the exception of the Port of Palm Beach and certain existing buildings, which will remain. The parcels along both sides of Avenue E from the Port to Silver Beach Road will be nearly all acquired. Consequently, the City will have land available that can be used to construct a new 4-lane divided roadway that, in turn, can be used to relocate U. S. Highway One. This would also allow existing U. S. Highway One to be turned over to the City and become a city street. Accordingly, Millennium Luxury Coach & Yachts will be afforded the opportunity to move forward with their expansion plans.

Still, there are other advantages to relocating U. S. Highway One onto a new roadway. The right-of-way width of existing U. S. Highway One is 80 feet. The right-of-way width of proposed relocated U. S. Highway One will be 170 feet. This will alleviate the maneuverability problem of the Millennium Luxury Coach & Yachts' boats and motorcoaches identified above and in the company's letter. Additionally, this will effectively increase the capacity of relocated U. S. Highway One.

**Project Phasing**

In order to meet the timeline of the company and the redevelopment objectives, the City intends to construct the new roadway for relocated U. S. Highway One in the following two phases:

<u>Phase</u>	<u>Location</u>
1	From north of Skypass Bridge (13 <sup>th</sup> Street) to south of Blue Heron Boulevard
2	From south of Blue Heron Boulevard to Silver Beach Road

The City hopes to proceed with the design phase 1 in 2001 and desires to begin construction in late 2002, with construction of phase 2 to follow. The cost of phase 1 is estimated to be \$12,649,183. However, the City does not have the necessary funds to proceed with the project.

**C. Estimated Cost of the Transportation Project:**

Construction: \$ 18,000,000.00

Right-of-Way: \$ 8,000,000.00

\*Right of Way May be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.

Design & Engineering: \$ 4,000,000.00

**TOTAL COST:** \$ 30,000,000.00

D. Transportation Project Funding Sources:

City: \$ 8,000,000.00  
County: \$ 15,000,000.00  
Company: \$ -0-  
Other \$ 5,000,000.00 (FDOT)

Request from the Economic Development Transportation Fund  
(\$2,000,000 maximum): \$ 2,000,000.00

**TOTAL COST: \$ 30,000,000.00**

(NOTE: Must add up to Total Cost in C. above)

E. Estimated time for construction: 36 months

IV. PROJECT LOCATION

- A. Located in an Enterprise Zone? XX Yes      No
- B. Located in the Target Area of a Community Development Corporation?  
XX Yes      No
- C. Located in a WAGES deficiency area?      Yes XX No
- D. Located in a REDI County?      Yes XX No
- E. County population of 75,000 or less?      Yes XX No
- F. City population of 10,000 or less?      Yes XX No
- G. City population over 10,000 but less than  
20,000?      Yes XX No



H. Will low to moderate-income workers be eligible for employment within this facility?

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?

The company's decision to expand is contingent on the proposed improvements to U. S. Highway One. If the proposed improvements are not made, the expansion will not occur.

J. Is there documented competition for this project?  YES  NO

(Check all that apply.)

State(s): New York; \_\_\_\_\_; \_\_\_\_\_

Summarize Incentive(s): \_\_\_\_\_

Country (ies): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

Summarize Incentive(s): \_\_\_\_\_

Florida Community (ies): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_

Summarize Incentive(s): \_\_\_\_\_

**VII. PROJECT INFORMATION**

Location of Project (Road Number):

U.S.  State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

Party responsible for maintenance and upkeep:

State  County \_\_\_\_\_ City \_\_\_\_\_ Other \_\_\_\_\_

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

Total Length of Project: 1.5 mile(s)

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**

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, 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.

Please type: Michael D. Brown

(Name)

Mayor

(Title)

Signature: 

(Signature must be that of an elected city or county official)

Specific Authority 288.063, 120.53 (1) (a), F. S.

Laws Implemented 288.063, 120.53 (1) (a), F. S.

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

X. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE

Based on information provided with this application:

Estimated cost of construction: \$18,000,000.00  
Estimated cost of right-of-way: \$ 8,000,000.00  
Estimated cost of design and engineering: \$ 4,000,000.00 (includes Construction, Engineering, & Inspection)

Has design and engineering been completed?      Yes   X   No

Was cost overrun considered in total cost?   X   Yes      No

If yes, how much? Five percent of estimated construction costs.

Is design in accordance with DOT specifications? Yes

How many days estimated for completion? 36 months

DOT Comments: Based on the limited information within the application these estimates are acceptable.

Greg O'Reilly Acting Director of Planning  
(Signature of DOT) AND PRODUCTION

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.

February 28, 2002

Ms. Alberta Simmons  
Enterprise Florida, Inc.  
325 John Knox Road  
The Atrium Building, Suite 201  
Tallahassee, FL 32303

**Re: City of Riviera Beach Application**

Dear Ms. Simmons:

The City of Riviera Beach is providing the following supplement in support of the grant application submitted on behalf of Millenium Luxury Coach and Yacht to the Economic Development Transportation Fund (EDTF).

**Cost per job Waiver Request**

The City of Riviera Beach is requesting a waiver of the cost per job criteria. This request is based on the following conditions:

- a. the project will be located in an Enterprise Zone;
- b. the project will be located in a distressed urban community wherein its unemployment rate of 12.4 per cent exceeds the state's unemployment rate of 3.8 per cent by 8.6 percentage points; and
- c. the project will be located in a distressed urban community wherein its poverty rate of 22.6 per cent exceeds the state's poverty rate of 16 per cent by 6.6 percentage points.

**Project Financing**

On February 1, 2002, Mr. Gerry O'Reilley, Acting Director of Planning and Production, FDOT District Office, submitted an-email to the state providing notice that the \$ 4million cost estimate submitted with the revised transportation project was within reason. The City is requesting \$2 million from the state to help pay the cost to construct the transportation project. Although the estimated total cost is \$4 million, the \$2 million EDTF grant will be used to pay for only EDTF eligible costs (i.e., milling, resurfacing, base, curb and gutter, traffic signal improvement, pavement marking, signage, design and engineering, utility removal (on the transportation road), and drainage improvements (on the transportation road). Prior to incurring any costs, the city will contact OTTED to determine costs eligible under the EDTF program. For its portion, the city will use CRA Tax Increment Finance and land sale funds to finance the remaining \$2 million for the \$4 million project.

Should you have further questions or require additional information, please do not hesitate to contact me on 561-844-3408.

Sincerely,

James E. Baugh, Ph.D.  
Executive Director



# CITY OF RIVIERA BEACH

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

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

OFFICE OF  
CITY MANAGER

January 30, 2002

Ms. Alberta Simmons  
The Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, FL 32303

Re: City of Riviera Beach  
EDTF Grant Request

Dear Ms. Simmons:

The City of Riviera Beach, FL is requesting a \$2,000,000 grant from the Economic Development Transportation Fund (EDTF) program to resolve traffic impediments that are negatively affecting a major employer in the city. I have attached a copy of the letter from Millenium Luxury Coach and Yachts (Company), an international company with affiliates in West Islip, New York. Also, please find a drawing depicting the proposed transportation project that will eliminate the company's transportation and induce them to expand and remain in Florida. Also, please find documents from FDOT confirming the cost of the revised transportation project.

Our City is an ideal candidate for funding under the EDTF program. Economic development resulting from the Company's continued and expanded services will alleviate our unemployment and poverty rates currently at 12.4 percent and 22.6 percent respectively. These rates exceed the State of Florida average. Moreover, Riviera Beach's per capita income level is well below that of the State and Palm Beach County.

## TRANSPORTATION PROBLEM

Millennium receives manufacturing supplies and distributes finished products to the market via U.S Highway One to access Blue Heron Boulevard to gain access Interstate 95 to the north and use U.S. Highway One to access the port to the south. The primary access point into the company's facility is on 20<sup>th</sup> Street at U.S. Highway One. The company cannot get its oversized finished yachts and motor coaches to market safely because:

Ms. Alberta Simmons  
January 30, 2002  
Page Two

1. The existing configuration of the lanes on U.S. One do not allow large vehicles adequate turning radius. This situation is especially problematic when northbound vehicles waiting to turn west from U.S. Highway One onto Blue Heron Boulevard have to back up (often an impossibility with several cars waiting) to allow the large vehicles to complete the turn. This scenario also creates a dangerous situation for the traveling public and Millennium feels its puts them at risk. The company has also expressed concerns for liability
2. At the intersection of US Highway One and 20<sup>th</sup> Street, which is the major access road to the company's site, vehicles turning from U.S. Highway One onto 20<sup>th</sup> Street to enter the Company's property have a limited turning radius. As a result, the company has caused the traffic flow on US Highway One to be interrupted by their eastbound delivery vehicles turning onto 20<sup>th</sup> Street.

#### TRANSPORTATION PROJECT

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

1. Widen the center lane on U.S. Highway One from Blue Heron Boulevard to 20<sup>th</sup> Street;
2. Widen the turning radius of the intersection at U.S. Highway One and Blue Heron Boulevard; and
3. Widen the turning radius of the intersection at U.S. Highway One and 20<sup>th</sup> Street.

The City does not have the funds to make these improvements. For this reason, we request the State partner with us to provide the funds needed to make the transportation improvements and thereby induce Millennium to remain in our city and create much needed manufacturing jobs. The Company currently employs twenty-five (25) full-time employees at its existing Riviera Beach facility. With the expansion they expect to increase the full-time permanent positions to one hundred fifty (150). Additionally, the company will make a capital investment of approximately \$6 million.

Millenium Luxury Coach and Yachts is an instrumental partner in the City's economic development. It is located within our Community Redevelopment Agency (CRA) district, an 860 acres area within an Enterprise Zone. For its part,

Ms. Alberta Simmons  
January 30, 2002  
Page Three

the City is planning to revitalize the community based on the principles of the Governor's initiative to create a "Livable Community".

As the planned roadway construction will take place in the CRA, we have determined that Dr. James E. Baugh, CRA Executive Director, and his staff should be the points of contact for any questions or clarifications that remain about this EDTF project. Feel free to contact him at (561) 844-3408. Thank you for your able assistance. We look forward to a favorable response.

Sincerely,



William E. Wilkins  
City Manager

cc: Dr. Pamela Dana  
Dr. James E. Baugh

**Golden Yachts, Inc.  
Millennium Luxury Coach, Inc.  
2010 Avenue B  
Riviera Beach, FL 33404**

January 28, 2002

**William E. Wilkins  
City Manager  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404**

**Re: Traffic Impediments to Current  
Operations and Expansion Plans**

**Dear Mr. Wilkins:**

Millennium Luxury Coach and Yachts, Inc. (Company) is an affiliation of two companies with a variety of related interests. Golden Yachts, Inc. d/b/a South Florida Yachts and Millennium Luxury Coach Co., both Florida corporations with a common ownership interest, have joined together to manufacture and service luxury yachts and motor coaches. As you know, our Company's present facility is served/accessed by two main points off U.S. Highway One at Blue Heron Boulevard (to the north) and 20<sup>th</sup> Street (into the facility) from the south and west. Our expansion plans at our present location rely strongly on the City of Riviera ability to provide adequate access to our expansion site from U.S. Highway One and 20<sup>th</sup> Street.

This letter serves to inform the City about a transportation problem attributable to the poor design of US Highway One. At the two critical access points to our Company, there are traffic impediments stymieing our current operations and planned future expansion (see attached drawing). Our Company will be forced to abandon the expansion plans and ultimately, its overall operation in Florida if these traffic impediments remain.

This existing transportation problem constitutes an impediment to our expansion plans in that the current poor road design is hampering the ingress and egress of our trucks and luxury motor coaches to and from our facility. Furthermore, it is causing problems in delivery of the boats and motor coach shells to and from our facility.

Our Company's business is the manufacture, sales, marketing, and service of yachts and luxury motor coaches. We manufacture boats and yachts from 17 feet to 135 feet in length. The price of our manufactured yachts, sold worldwide, ranges from approximately \$2,500,000 to over \$7,500,000. We are currently manufacturing these luxury yachts out of the country and our expansion plans will allow us to conduct manufacturing at our present location in Riviera Beach.

The luxury motor coaches are approximately 9 feet wide and range in length from 40 to 45 feet. As with the luxury yachts, the interiors of our motor coaches are luxuriously designed. They range in price from approximately \$800,000 to \$1,500,000.

### TRANSPORTATION PROBLEM

We receive manufacturing supplies and distribute our finished products to the market via U.S Highway One to access Blue Heron Boulevard to gain access Interstate 95 to the north and we use U.S. Highway One to access the port to the south. The primary access point into our facility is on 20<sup>th</sup> Street at U.S. Highway One. Our problem is we cannot get our oversized finished yachts and motor coaches to the market safely because:

1. The existing configuration of the lanes on U.S. Highway One does not allow large vehicles adequate turning radius. This situation is especially problematic when northbound vehicles waiting to turn west from U.S. Highway One onto Blue Heron have to back up (often an impossibility with several cars waiting) to allow the large vehicles to complete the turn. This scenario also creates a dangerous situation for the traveling public and thus putting my company and our products at risk as well as increasing the liability for damages. Further, and more importantly, this problem increases liability for our company.
2. At the intersection of US Highway One and 20<sup>th</sup> Street, which is the major access road to our Company, vehicles turning from U.S. Highway One onto 20<sup>th</sup> Street to enter the Company's property have a limited turning radius. As a result, we cause the traffic flow on US Highway One to be interrupted by our eastbound delivery vehicles turning onto 20<sup>th</sup> Street.

### WHAT WILL ELIMINATE THE TRANSPORTATION PROBLEM

Our Company currently employs twenty-five (25) full-time employees at our existing Riviera Beach facility. With the expansion we expect to increase the full-time permanent positions to one hundred fifty (150). Consequently, staff and delivery truck traffic generated by our project will dramatically increase. In order to remain and expand at this site, the following transportation improvements will have to be made:

1. Widen the center lane on U.S. Highway One from Blue Heron to 20<sup>th</sup> Street;
2. Widen the turning radius of the intersection at U.S. Highway One and Blue Heron Boulevard; and
3. Widen the turning radius of the intersection at U.S. Highway One and 20<sup>th</sup> Street.

William E. Wilkins  
Page Three  
January 29, 2002

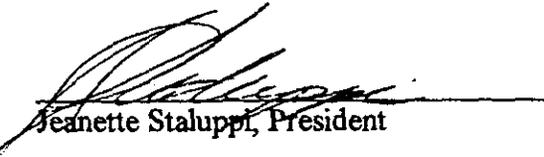
If these improvements are made, we will keep our existing facility in Florida and expand our existing Riviera Beach operations. We will average hourly wages of \$17, (excluding benefits). Most importantly, we anticipate spending \$6,000,000 of capital investment for the expansion of our facility. The expansion will consist of dock improvements, a new boat storage building, several manufacturing buildings and interior improvements, as well as new and additional machinery. This expansion is expected to include approximately 75,000 square feet on 9.4 acres.

We look forward to working closely with you and your staff to find a prompt and effective resolution of these transportation impediments as they now hamper our business, the economic development of the area, and our future expansion in Riviera Beach and in the state of Florida. Please contact us if you need any further information.

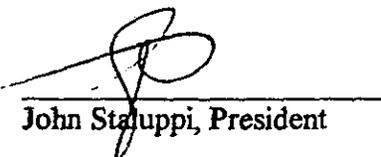
Sincerely,

MILLENNIUM LUXURY COACH CO.

GOLDEN YACHTS, INC.



Jeanette Staluppi, President



John Staluppi, President

Cc: The Honorable Michael D. Brown, Mayor  
Dr. James E. Baugh, CRA Executive Director

Gillman, Marla

From: Rockfeler Herisse [rbkra@bellsouth.net]  
Sent: Wednesday, February 27, 2002 6:21 PM  
To: Alberta Simmons  
Cc: marla.gillman@myflorida.com; DWRIGHT@rivierabch.com; 'Wynnelle Wilson'  
Subject: Re: STATUS OF EDTF APPLICATION



edtfwvr.doc

Please find the attached memo from Dr. Baugh which responds/addresses the questions raised in your 2/20/01 message.

Thank you

Rockfeler Herisse

----- Original Message -----

From: "Alberta Simmons" <asimmons@floridabusiness.com>

To: <jbaugh1@bellsouth.net>

Cc: <marla.gillman@myflorida.com>; <rbkra@bellsouth.net>;

<DWRIGHT@rivierabch.com>; "'Wynnelle Wilson'" <wilsonw@eog.state.fl.us>

Sent: Wednesday, February 20, 2002 12:05 PM

Subject: STATUS OF EDTF APPLICATION

> Dr. Baugh:

>

> This morning I met with Ms. Marla Gillman on the City's EDTF project.

> Pursuant to that meeting the city needs to submit either an e-mail or an

> addendum letter that provides the following information.

>

> 1. Confirmation from FDOT indicating the city's \$2 million grant request

> for the revised transportation project is within reasonable.

> NOTE: OTTED already has a copy of the 2/1/01 e-mail from Mr. Gerry

> O'Reilly, FDOT's District Office, Acting Director of Planning and

> Production, indicating the city's \$2 million cost estimate is within reason

> (see attachments). Ms. Gillman did not have a copy the e-mail during her

> review. For this reason, I am forwarding her a copy directly.

>

> In his e-mail, Mr. O'Reilly included an attachment that provides a breakout

> of the estimated cost. In that attachment the estimated cost is \$4 million.

> To cover your bases, your e-mail or letter should reiterate how the city

> will generate the remaining \$2 million that will be needed to complete the

> transportation improvements. In other words, if the total cost to make

> the improvements is \$4 million and the city is requesting \$2 million from the

> state, where will the remaining \$2 million come from.

>

> Furthermore, there are several items on the cost breakout that may or may

> not be eligible under the EDTF program, e.g.,

> Sidewalks -- if this is to remove existing sidewalks then that

> activity is eligible. However, if the cost is to construct new sidewalks,  
> the activity is not eligible to be paid for under the EDTF program.  
> b. Drainage improvements - if the drainage improvements are for the revised transportation project (road) only, then it is eligible.  
however,  
> if the drainage improvements are associated with something other than the  
> transportation project, the activity is not eligible to be paid for under  
> the EDTF program.  
> c. Utility relocations - if this cost is only for removal of  
> utilities associated with the revised transportation project (road) only,  
> then the cost is eligible. However, if the cost includes re-installation  
of  
> utilities, the activity is not eligible to be paid for under the EDTF  
> program.  
> d. \$425,000 worth of miscellaneous items - dependent upon what  
> those items are, they may or may not be eligible under the EDTF program.  
>  
> Recall, EDTF can be used only to pay hard cost (construction, design and  
> engineering, etc.) associated with transportation improvements for which  
> EDTF funds are being requested. You need to also indicate in your  
> correspondence that although the estimated total cost is \$4 million, specify  
> the \$2 million EDTF grant will be used to pay for only EDTF eligible costs  
> e.g., mobilization and traffic maintenance, milling, resurfacing, base,  
> curb & gutter, traffic signal improvement, pavement marking, signage, design  
> and engineering, etc. NOTE: if and when the \$2 million request is approved,  
> the city needs to remain in constant communication with OTTED to determine  
> exactly what is and is not an eligible EDTF expenditure, prior to incurring  
> any cost.  
>  
> 2. Request a waiver of the cost per job criteria based on the economic  
> conditions described in the city's October 4th letter,  
> page two, 2nd paragraph, and as indicated in the application on page 4.  
> NOTE: Although the city listed the criteria upon which to base the waiver  
> request, it did not specifically request the state to waive the cost per  
job  
> criteria. The fact that EFI made the written request in its recommendation  
> letter is apparently insufficient. Therefore, please request the waiver  
and  
> base the request on the information in the city's letter and the  
> application, e.g.,  
> a. the project will be located in an Enterprise Zone;  
> b. the project will be located in a distressed urban community  
> wherein its unemployment rate of 12.4 percent exceeds the state's  
> unemployment rate of 3.8 percent by 8.6 percentage points;  
> c. the project will be located in a distressed urban community  
> wherein its poverty rate of 22.6 percent exceeds the state's poverty  
rate

of  
> 16 percent by 6.6 percentage points.  
> d. provide any other information you wish the state to consider.  
> . A statement from the FDOT District Office confirming the  
reasonableness  
> of the city's cost estimate. Marla has indicated the attached e-mail  
from  
> FDOT may be sufficient. Therefore, by way of this e-mail, I am  
forwarding  
> her both e-mails.  
>  
> <<Re: EDTF Estimate for City of Riveria Beach>> <<RE: EDTF Estimate  
for  
> City of Riveria Beach>>  
> I believe OTTED is prepared to make a final funding decision once  
staff  
has  
> received all of the requested information. Please contact me if you  
have  
> any questions, need clarification, or assistance.  
>  
> Alberta Simmons  
> Enterprise Florida, Inc.  
> 325 John Knox Road  
> The Atrium Bldg., Suite 201  
> Tallahassee, FL 32303  
> Phone: 850-922-8737  
> FAX: 850-922-9595  
> e-mail: asimmons@eflorida.com  
> www.eflorida.com  
> www.workforce.floridajobs.org  
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>

Gillman, Marla

From: Alberta Simmons [asimmons@floridabusiness.com]  
To: Wednesday, February 20, 2002 12:05 PM  
Cc: 'jbaughl@bellsouth.net'  
'marla.gillman@myflorida.com'; 'rbkra@bellsouth.net'; 'DWRIGHT@rivierabch.com'; 'Wynnelle Wilson'  
Subject: STATUS OF EDTF APPLICATION



Re: EDTF Estimate for City of ... E: EDTF Estimate for City of ...

Dr. Baugh:

This morning I met with Ms. Marla Gillman on the City's EDTF project. Pursuant to that meeting the city needs to submit either an e-mail or an addendum letter that provides the following information.

1. Confirmation from FDOT indicating the city's \$2 million grant request

for the revised transportation project is within reasonable.

NOTE: OTTED already has a copy of the 2/1/01 e-mail from Mr. Gerry O'Reilly, FDOT's District Office, Acting Director of Planning and Production, indicating the city's \$2 million cost estimate is within reason

(see attachments). Ms. Gillman did not have a copy the e-mail during her review. For this reason, I am forwarding her a copy directly.

In his e-mail, Mr. O'Reilly included an attachment that provides a breakout of the estimated cost. In that attachment the estimated cost is \$4 million.

To cover your bases, your e-mail or letter should reiterate how the city will generate the remaining \$2 million that will be needed to complete the transportation improvements. In other words, if the total cost to make the improvements is \$4 million and the city is requesting \$2 million from the state, where will the remaining \$2 million come from.

Furthermore, there are several items on the cost breakout that may or may

not to be eligible under the EDTF program, e.g.,

a. Sidewalks -- if this is to remove existing sidewalks then that

activity is eligible. However, if the cost is to construct new sidewalks,

the activity is not eligible to be paid for under the EDTF program.

b. Drainage improvements - if the drainage improvements are for the revised transportation project (road) only, then it is eligible.

However, if the drainage improvements are associated with something other than the transportation project, the activity is not eligible to be paid for under the EDTF program.

c. Utility relocations - if this cost is only for removal of utilities associated with the revised transportation project (road)

y,

then the cost is eligible. However, if the cost includes re-installation of utilities, the activity is not eligible to be paid for under the EDTF program.

d. \$425,000 worth of miscellaneous items - dependent upon what these items are, they may or may not be eligible under the EDTF program.

Recall, EDTF can be used only to pay hard cost (construction, design and engineering, etc.) associated with transportation improvements for which EDTF funds are being requested. You need to also indicate in your correspondence that although the estimated total cost is \$4 million, specify the \$2 million EDTF grant will be used to pay for only EDTF eligible costs e.g., mobilization and traffic maintenance, milling, resurfacing, base, curb & gutter, traffic signal improvement, pavement marking, signage, design and engineering, etc. NOTE: if and when the \$2 million request is approved, the city needs to remain in constant communication with OTTED to determine exactly what is and is not an eligible EDTF expenditure, prior to incurring any cost.

2. Request a waiver of the cost per job criteria based on the economic conditions described in the city's October 4th letter, page two, 2nd paragraph, and as indicated in the application on page 4. NOTE: Although the city listed the criteria upon which to base the waiver request, it did not specifically request the state to waive the cost per job criteria. The fact that EFI made the written request in its recommendation letter is apparently insufficient. Therefore, please request the waiver and base the request on the information in the city's letter and the application, e.g.,

- a. the project will be located in an Enterprise Zone;
- b. the project will be located in a distressed urban community wherein its unemployment rate of 12.4 percent exceeds the state's unemployment rate of 3.8 percent by 8.6 percentage points;
- c. the project will be located in a distressed urban community wherein its poverty rate of 22.6 percent exceeds the state's poverty rate of 16 percent by 6.6 percentage points.
- d. provide any other information you wish the state to consider.

3. A statement from the FDOT District Office confirming the reasonableness of the city's cost estimate. Marla has indicated the attached e-mail from FDOT may be sufficient. Therefore, by way of this e-mail, I am forwarding her both e-mails.

<<Re: EDTF Estimate for City of Riveria Beach>> <<RE: EDTF Estimate for City of Riveria Beach>>  
I believe OTTED is prepared to make a final funding decision once staff has received all of the requested information. Please contact me if you have questions, need clarification, or assistance.

Alberta Simmons  
Enterprise Florida, Inc.  
325 John Knox Road  
The Atrium Bldg., Suite 201  
Tallahassee, FL 32303  
Phone: 850-922-8737  
FAX: 850-922-9595  
e-mail: [asimmons@eflorida.com](mailto:asimmons@eflorida.com)  
[www.eflorida.com](http://www.eflorida.com)  
[www.workforce.floridajobs.org](http://www.workforce.floridajobs.org)

Gillman, Marla

From: gerry.oreilly@dot.state.fl.us  
Sent: Friday, February 01, 2002 5:17 PM  
To: Simmons, Alberta  
Cc: beth.welch@dot.state.fl.us; rbcra@bellsouth.net  
Subject: Re: EDTF Estimate for City of Riveria Beach



cost est2.xls

I got an estimate from Rockfeler Herisse's office. We have reviewed the estimate (copy attached) and approve it as is. If you need anything else please contact me.

(See attached file: cost est2.xls)

Gerry O'Reilly  
Acting Director of Planning and Production  
(954) 777-4411 SC 436-4411  
gerry.oreilly@dot.state.fl.us

Alberta Simmons

<asimmons@floridabus To:  
"gerry.oreilly@dot.state.fl.us" <gerry.oreilly@dot.state.fl.us>,  
iness.com>  
"beth.welch@dot.state.fl.us" <beth.welch@dot.state.fl.us>

cc:

02/01/2002 10:24 AM

Subject:

Good Morning Mr. O'Reilly:

I am working with the City of Riviera Beach to secure a \$2 million grant under the Economic Development Transportation Fund Program. You signed Page

7 of the EDTF application indicating the city's transportation project would

cost approximately \$18 million to construct and another \$4 million to design. That cost estimate was provided for the project that entailed widening U.S. One from 13th Street to 23rd Street. Since your estimate

was provided, the city has revised its transportation project, but is still

requesting a \$2 million grant to make the following improvements:

1. Widening the center lane on U.S. Highway One from  
the  
on  
20th Street from 11 feet to 16 feet;
2. Widen the turning radius of the intersection at  
U.S.  
Highway  
One and Blue Heron; and
3. Widen the turning radius of the intersection at U.S.  
Highway  
One and 20th Street.

I need your assistance in providing a revised cost estimate for the  
above  
project. You can provide your estimate to me via e-mail, as  
EnterpriseFlorida and OTTED are working with the city to expedite the  
project. Thank you so much for your assistance.  
Please contact me if you have any questions or need clarification.

Alberta Simmons  
Enterprise Florida, Inc.  
325 John Knox Road  
The Atrium Bldg., Suite 201  
Tallahassee, FL 32303  
Phone: 850-922-8737  
FAX: 850-922-9595  
e-mail: [asimmons@eflorida.com](mailto:asimmons@eflorida.com)  
[www.eflorida.com](http://www.eflorida.com)  
[www.workforce.floridajobs.org](http://www.workforce.floridajobs.org)

**City Of Riviera Beach, Fl**  
**FDSTF Grant Request**  
**Opinion of Probable Cost**

ITEM	Units	Unit Price	Impv 1 Quant	Impv 2 Quant	Total Quant	Improvement 1&2 COST
Mobilization	LS	\$300,000.00			1	\$300,000
Maintain Traffic	LS	\$250,000.00			1	\$250,000
Conc/AC Removal	LS	\$50,000.00	1		1	\$50,000
Milling	SY	\$2.00		40000	40000	\$80,000
Resurfacing	SY	\$4.00		40000	40000	\$160,000
Base	SY	\$12.00	500	24000	24500	\$294,000
A/C 3"	SY	\$4.00	500	24000	24500	\$98,000
Conc sidewalk	SY	\$15.00	200	1000	1200	\$18,000
Type F curb&gutter	LF	\$15.00	200	25000	25200	\$378,000
Drainage Improvements	LS	\$140,000.00			1	\$140,000
Traffic Signal Improv	EA	\$100,000.00	1	1	2	\$200,000
Pavement Markings	LS	\$50,000.00		1	1	\$50,000
Signage	LS	\$15,000.00			1	\$15,000
Utility Relocations	LS	\$330,000.00			1	\$330,000
Miscellaneous Items	LS	\$425,000.00			1	\$425,000
Constr. Cost Sub-total						\$2,788,000
Contingency (15%)						\$418,200
Constr. Cost Total						\$3,206,200
Survey/aerials	LS	\$75,000				\$75,000
Design	LS	\$298,800				\$298,800
Permits	LS	\$20,000				\$20,000
CE&I	LS	\$400,000				\$400,000
Engr/CEI Total						\$793,800
<b>TOTAL COST</b>						<b>\$4,000,000</b>

Prepared by:  
Kimley-Horn and Asso. Inc.

**Gillman, Marla**

---

**From:** Wilson, Wynnelle  
**Sent:** Friday, February 01, 2002 12:03  
**To:** Gillman, Marla  
**Subject:** FW: EDTF Grant Exhibit  
**Importance:** High

FYI

-----Original Message-----

**From:** Alberta Simmons [mailto:asimmons@floridabusiness.com]  
**Sent:** Friday, February 01, 2002 10:39 AM  
**To:** 'Rockfeler Herisse'  
**Cc:** 'Wynnelle Wilson'; 'Pam Dana'; 'beth.welch@dot.state.fl.us'; 'gerry.orielly@dot.state.fl.us'  
**Subject:** RE: EDTF Grant Exhibit  
**Importance:** High

Rockfeler

The city has to confirm to the state that the revised transportation project will cost approximately \$2 million to construct. It could cost less or it cost more. The state accepts a comment from FDOT (a state agency) to confirm that the amount an applicant is requesting is reasonable for the described transportation project. Note, if there is a discrepancy between the city's request and the FDOT estimate, the discrepancy will have to be resolved prior to OTTED's final funding decision. I have taken the liberty of contacting your district DOT office to request the estimate on your behalf (please see the attached e-mail). I strongly suggest you contact Mr. Gerry O'Reilly regarding the request. He is currently in a meeting, but his assistant (Beth Welch) will attempt to get him to act on this today, to expedite the process. Mr. O'Reilly is the EDTF cost estimate provider for your district, and he can be reached at (954) 777-4101. His assistant, Beth, can be reached at (954) 777-4593. Their address is: 3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309.

Based on the assumption the FDOT cost estimate will be \$2 million, I am proceeding with drafting my recommendation to OTTED and will get it to them today, providing Mr. O'Reilly is able to supply a new cost estimate. Otherwise, the recommendation will be submitted when I get DOT's estimate for the revised project.

Please contact me if you have any questions, comments or concerns. Thanks, Alberta

-----Original Message-----

**From:** Rockfeler Herisse [mailto:rbcra@bellsouth.net]  
**Sent:** Thursday, January 31, 2002 5:52 PM  
**To:** Alberta Simmons  
**Subject:** Re: EDTF Grant Exhibit

Alberta:

Great suggestions. Will forward an electronic copy ahead of our FEDEX PaK.

Looks like we've stayed within the financial/work guidelines for the \$2 million. As you could see from the explanation process, the original project to address the transportation impediments was not sufficiently/clearly explained. Should an additional letter from FDOT be required, we will provide it.

Regards,  
 Rockfeler Herisse

----- Original Message -----

**From:** Alberta Simmons  
**To:** 'Rockfeler Herisse'  
**Sent:** Thursday, January 31, 2002 3:16 PM  
**Subject:** RE: EDTF Grant Exhibit

2/13/2002

Rockfeler, I suggest the following:

1. highlight the intersection of 20th street and US One, as it is done at the intersection of Blue Herod and U.S. 1
- 2.remove all references to the phases and all of the text.
- 3.highlight the company's existing plant and label it. highlight in a different color the expansion site and label.

**Don't forget to a letter or revised page 7 from FDOT confirming that the transportation improvements will cost \$2 million.**

-----Original Message-----

**From:** Rockfeler Herisse [mailto:rbcra@bellsouth.net]

**Sent:** Thursday, January 31, 2002 2:07 PM

**To:** Alberta Simmons

**Subject:** Fw: EDTF Grant Exhibit

Alberta:

Here's the graphic/drawing that will be attached to our submission. Any comments on the letter?

Rockfeler

Gillman, Marla

---

From: Gillman, Marla  
Sent: Monday, December 17, 2001 2:04 PM  
To: Simmons, Alberta  
Cc: Wilson, Wynnelle  
Subject: EDTF-- Millenium

Alberta,

On Friday, OTTED had a conversation with representatives from Riveria Beach re: Millenium's EDTF application. It was explained to the city that more information needed to be provided, i.e. site sketches, that would detail how the traffic impediment impacts the business and how the proposed improvements would better the situation. Once the information is received, OTTED will review it and the application will be considered complete as of that date. If there are any questions, please call.

Marla



GOVERNOR'S OFFICE  
TOURISM TRADE & ECON. DEV.  
DIRECTOR'S OFFICE

**Florida Department of Transportation** **OCT 22 PM 3:10**

**JEB BUSH**  
GOVERNOR

605 Suwannee Street  
Tallahassee, Florida 32399-0450

**THOMAS F. BARRY, JR.**  
SECRETARY

October 22, 2001

Ms. Wynelle Wilson, Economic Development Incentives Coordinator  
Office of Tourism, Trade, and Economic Development  
Executive Office of the Governor  
The Capitol  
Tallahassee, Florida 32399-2000

**Subject: Economic Development Transportation Fund (EDTF) Project for City of Riviera Beach/ Millennium Luxury Coach and Yachts.**

Dear Ms. Wilson:

The Department of Transportation has reviewed the subject project application for consistency with the Department's policies, plans and standards. Based upon the information provided in the application, the project does not appear to adversely impact the State Highway System. The Department has programmed \$4,000,000 for the relocation of US 1 in Fiscal Year 2004/2005 and \$1,000,000 in Fiscal Year 2005/2006. Permitting and coordination with the Department will be required prior to construction of this project. Upon finalization of the project plans, the applicant should contact the following person to determine what requirements must be met before construction can begin:

Mr. Gerry O'Reilly, Acting District Director of Planning and Production  
Florida Department of Transportation  
3400 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421  
Phone Number: (954) 777-4411

If you have any questions, please contact Sandra Whitmire at (850) 414-4812. Thank you.

Sincerely,

*Robert P. Roy*  
Ysela Llori  
State Transportation Planner

YL:sw

cc: Alberta Simmons  
Gerry O'Reilly



# Florida Department of Transportation

JEB BUSH  
GOVERNOR

605 Suwannee Street  
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.  
SECRETARY

October 22, 2001

Ms. Wynnelle Wilson, Economic Development Incentives Coordinator  
Office of Tourism, Trade, and Economic Development  
Executive Office of the Governor  
The Capitol  
Tallahassee, Florida 32399-2000

Subject: Economic Development Transportation Fund (EDTF) Project for City of Riviera  
Beach/ Millennium Luxury Coach and Yachts.

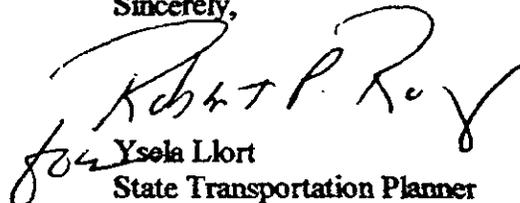
Dear Ms. Wilson:

The Department of Transportation has reviewed the subject project application for consistency with the Department's policies, plans and standards. Based upon the information provided in the application, the project does not appear to adversely impact the State Highway System. The Department has programmed \$4,000,000 for the relocation of US 1 in Fiscal Year 2004/2005 and \$1,000,000 in Fiscal Year 2005/2006. Permitting and coordination with the Department will be required prior to construction of this project. Upon finalization of the project plans, the applicant should contact the following person to determine what requirements must be met before construction can begin:

Mr. Gerry O'Reilly, Acting District Director of Planning and Production  
Florida Department of Transportation  
3400 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421  
Phone Number: (954) 777-4411

If you have any questions, please contact Sandra Whitmire at (850) 414-4812. Thank you.

Sincerely,

  
Ysela Llort  
State Transportation Planner

YL:sw

cc: Alberta Simmons  
Gerry O'Reilly

GOVERNOR'S OFFICE  
TOURISM TRADE & ECON. DEV.  
DIRECTOR'S OFFICE  
01 OCT 24 AM 11:50



Jeb Bush  
Governor

Department of  
**Environmental Protection**

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

David B. Scrubs  
Secretary

October 15, 2001

Ms. Alberta Simmons  
Enterprise Florida  
The Atrium Building, Suite 201  
325 John Knox Road  
Tallahassee, Florida 32303

Re: EDTF Submittal by the City of Riviera Beach Millennium Coach and Yachts

Dear Ms. Simmons:

The Office of Intergovernmental Programs has reviewed the above-described project proposal and based on the information provided, we submit the following comments and recommendations.

We were unable to determine from the information submitted if the project will involve the development of wetlands (the required site plan map in Section III of the EDTF form was not attached). The applicant will need to confer with the South Florida Water Management District to determine if an Environmental Resource Permit (ERP) will be required. Further, if the property on Singer Island is federally owned, or will require federal permits, an environmental impact statement will probably be required pursuant to the National Environmental Policy Act. If the property in question is state owned, the Governor and Cabinet sitting as the Trustees of the Internal Improvement Trust Fund, will need to take action on any request to use State Lands.

We appreciate the opportunity of reviewing your project. If you have questions, please give me a call at 850/487-2231.

Sincerely,

Robert W. Hall

Office of Legislative and Governmental Affairs

cc: Cheryl McKee



# CITY OF RIVIERA BEACH

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

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

OFFICE OF  
CITY MANAGER

October 4, 2001

Enterprise Florida  
Attention: Alberta Simmons  
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. Simmons:

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 on behalf of the Millennium Luxury Coach & Yachts, an international company, which specializes in manufacturing, sales, marketing and servicing of luxury motorcoaches and yachts worldwide. The funds will be used to alleviate a severe transportation problem to Millennium Luxury Coach & Yachts expansion plans, which is the poor design of U. S. Highway One in Riviera Beach. The current design of U. S. Highway One hampers the maneuverability of the trucks and luxury motorcoaches to and from the proposed expansion facility causing problems in the delivery of the boats and motorcoach shells.

The City of Riviera Beach is in the process of revitalizing the community consistent with the Governor's initiative to create a "Livable Community". This process includes the development of a master plan for about 860 acres of the City, which includes about 800 acres on the mainland and 60 acres on Singer Island. The boundary on the mainland is the Lake Worth Lagoon to the east, Avenue F (a city street) to the west, the Port of Palm Beach to the south, and Silver Beach Road to the north, the existing U. S. Highway One intersects this mainland portion.

The Millennium Luxury Coach & Yachts Company (company) is one example of what our efforts have produced. The company currently markets and sells their products worldwide, including the Middle East, Europe, North and South America and Asia. It handles boats and yachts from 17 feet to 135 feet in length. The price of these yachts ranges from \$2,500,000.00 to over \$7,000,000.00. The yachts are currently manufactured out of the country in the Middle East and the company intends to merge the manufacturing process with its service facility located in the Riviera Beach Community Redevelopment District and the city's enterprise zone. The Millennium Luxury Coach & Yachts Company is situated on a twelve-acre tract, east of the existing

Ms. Alberta Simmons  
October 4, 2001  
Page 2 of 2

U. S. Highway One. The company has planned a 75,000 square feet expansion of its current facility, which includes dock improvements, a new boat storage facility, several manufacturing buildings, interior improvements, as well as new and additional machinery required for the manufacturing process.

Additionally, the Millennium Luxury Coach & Yachts Company is projecting approximately \$6,000,000.00 in capital investments for the expansion project. Furthermore, the company employs twenty-five (25) full-time people at its Riviera Beach facility who will be retained and with the expansion project intends to increase the full-time permanent positions to one hundred forty (140). The average hourly wage, excluding benefits, of the jobs to be created or retained is \$17.00 per hour.

The company's expansion is contingent on the relocation of U. S. Highway One and funding under the Economic Development Transportation Grant Program. The City is committed to the project but does not have the necessary funding for the road improvements. If the proposed U. S. Highway One improvements are not made the company's expansion will not occur and the company will be forced to relocate its facilities to New York. Also, the proposed economic development is essential to the well being of the community since unemployment and poverty rates for Riviera Beach exceeded the State of Florida average by 8.6 percent and 6.6 percent, respectively. Furthermore, Riviera Beach's per capita income level is well below the State of Florida and Palm Beach County.

Pertinent unemployment, poverty and per capita income data from the 1990 Census and 1999 Annual Average Wage Data are as follows:

	<u>Unemploy. Rate</u>	<u>Poverty Rate</u>	<u>Per Capita Income</u>
Riviera Beach	12.4%	22.6%	\$14,674
Palm Beach County	4.2%	12.3%	\$40,044
Florida	3.8%	16.0%	\$28,406
United State	4.2 %	12.7%	\$28,518

If you have question or require additional information, please contact Mr. David Wright, Intergovernmental Relations Coordinator, at (561) 845-4097. Thank you in advance for your assistance in this matter.

Sincerely,

*William E. Wilkins*  
gs

William E. Wilkins  
City Manger

Enclosures

**MILLENNIUM**  
LUXURY COACH & YACHTS

September 17, 2001

William Wilkins, City Manager  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Re: Millennium Luxury Coach & Yachts  
Expansion Plans

Dear Mr. Wilkins:

You have requested that we provide the City of Riviera Beach (City) with a statement describing Millennium Luxury Coach & Yachts (Company) expansion plans. Our Company is an affiliation of two companies with a variety of related interests. Golden Yachts, Inc. d/b/a South Florida Yachts, and Millennium Luxury Coach Co., both Florida corporations with a common ownership interest, have joined together with the objective of providing products and services to the luxury yacht and motorcoach clientele. As you know, our Company's present facility is located just off of U.S. Highway One in Riviera Beach. It is our intent to expand in our present location provided that certain improvements to U. S. Highway One are accomplished generally in accordance with the City's current redevelopment planning efforts as described below. The following information is provided relating to our planned expansion.

Our Company's business is the manufacture, sales, marketing and service of yachts and luxury motorcoaches. We currently market and sell our products worldwide, including the Middle East, Europe, North and South America and Asia. Our sales and service handles boats and yachts from 17 feet to 135 feet in length. Our luxury yacht manufacturing facility constructs yachts from 75 feet long to 135 feet long. The price of our manufactured yachts ranges from about \$2,500,000.00 to over \$7,000,000.00. We are currently manufacturing these luxury yachts out of the country in the Middle East, and our intent is to merge the manufacturing with our present location in Riviera Beach.

The luxury motorcoaches are approximately 9 feet wide and range in length from 40 to 45 feet. As with the luxury yachts, the interiors of our motorcoaches are luxuriously appointed, and the motorcoaches range in price from approximately \$800,000.00 to \$1,500,000.00.

The existing transportation problem, which constitutes an impediment to our expansion plans is the poor design of U. S. Highway One which hampers the maneuverability of our trucks and luxury motorcoaches to and from our facility causing problems in delivery of the boats and motorcoach shells. As an example of the constraints presented by the current U. S. Highway One configuration, is at the intersection of U. S. Highway One (Broadway) and Blue Heron

2010 AVENUE B, RIVIERA BEACH, FLORIDA 33404  
(561) 841-5330 TEL (561) 844-6473 FAX

Mr. William E. Wilkins

Page Two

September 17, 2001

Boulevard, which is the major east-west roadway in the City, is configured so as to make it nearly impossible for an eastbound truck or luxury coach coming from I-95 to turn south without completely disrupting the intersection and/or causing northbound vehicles turning west to have to back up to allow the large vehicles to complete the turn. Further, we experience difficulty in the delivery of our products to customers and/or dealers. Since our facility is a manufacturing facility, our vendors currently experience problems with the constraints of U.S. Highway One in its existing condition. Finally, our expansion is limited on the west by U. S. Highway One in its present location. Our facility needs to expand and, with the relocation of U. S. Highway One, additional land would be made available contiguous to our location.

As part of the City of Riviera Beach redevelopment plan to create a "Livable Community" consistent with the Governor's initiative, the City will be relocating existing U. S. Highway One about 500 feet westward. This relocation will allow existing U. S. Highway One to be turned over to the City of Riviera Beach to become part of their redevelopment efforts. Our property is adjacent to existing U. S. Highway One and we will be given the opportunity to purchase land as a result of the relocation. Additionally, the new relocated U. S. Highway One will greatly improve the transportation network, which is vital.

It is anticipated that our Company will make approximately \$6,000,000.00 of capital investment for the expansion of our facility. The expansion will consist of dock improvements, a new boat storage building, several manufacturing buildings, interior improvements, as well as new and additional machinery required for the manufacturing process for our various products. Our anticipated expansion is expected to include approximately 75,000 square feet on about 12 acres. In addition to our Company's planned expansion, our subcontractors and vendors are anticipated to invest an additional \$2,000,000.00 in capital for facilities which will be needed to support our Company's expanded manufacturing process.

Our facility currently employs twenty-five (25) full-time people who will be retained. With the expansion we expect to increase the full-time permanent positions to one hundred forty (140). The average hourly wage (excluding benefits) of the jobs to be created or retained is \$17.00 per hour. In the event we are able to expand, we intend to initiate a program to train skilled workers needed for production facilities. We anticipate that we will apply for workforce development dollars to implement this training program.

Millennium Luxury Coach & Yachts wholeheartedly supports the City's redevelopment planning efforts. We are proud to be a corporate citizen of Riviera Beach and are extremely interested in expanding as stated above. However, if the proposed U. S. Highway One improvements are not made, our expansion will not occur and our alternative is that we will be forced to relocate our facilities to West Islip, New York, in close proximity to several of our affiliated companies.

Mr. William E. Wilkins  
Page Three  
September 17, 2001

Conversely, if the U. S. Highway One transportation problems we are currently experiencing are alleviated, our Company will most definitely remain in its present location and as stated above. Please contact us if you need any further information.

Sincerely,

MILLENNIUM LUXURY COACH CO.

GOLDEN YACHTS, INC.

By:

  
Jeanette Staluppi, President

  
John Staluppi, President

cc: The Honorable Michael Brown, Mayor  
Dr. James Baugh, CRA Director

Riviera Beach, FL

Windsor Landing  
Cove and Yacht

Windsor Landing  
Resort

US-1 / Broadway

19th Street

20th Street

Blue Heron Blvd



# 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 Comptroller, 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 \$300,000 in any fiscal year of such 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 Comptroller, 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 nonstate 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 \$300,000 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 \$300,000 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).
4. The City must include the record keeping requirements found herein in subrecipient 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 subrecipient of state financial assistance the information needed by the subrecipient to comply with the

requirements of the Single Audit Act. Pursuant to Section 215.97(6), Florida Statutes, the City shall review and monitor subrecipient audit reports and perform other procedures as specified in the agreement with the subrecipient, which may include onsite visits. The City shall require subrecipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Comptroller, and the Auditor General access to the subrecipient'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 for the Governor's Office located at <http://www.flgov.com/> for assistance. In addition to the above website, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, the Department of Banking and Finance's Website <http://www.dbf.state.fl.us/aadir/FSAAIndex.html>, and the Auditor General's Website <http://sun6.dms.state.fl.us/audgen>.

### **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:

Vera Greenwood  
Office of Tourism, Trade, and Economic Development  
The Capitol, Suite 2001  
Tallahassee, Florida 32399 -0001  
**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.

**FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT (OTED)  
ECONOMIC DEVELOPMENT TRANSPORTATION FUND (EDTF)  
QUARTERLY STATUS REPORT**

PROJECT NUMBER: \_\_\_\_\_  
 APPLICANT NAME: \_\_\_\_\_  
 DATE OF REPORT: \_\_\_\_\_  
 QUARTERLY PERIOD COVERED: \_\_\_\_\_  
 BUSINESS' VERTICAL CONSTRUCTION BEGAN: \_\_\_\_\_  
 TRANSPORTATION PROJECT (ROAD CONSTRUCTION) BEGAN: \_\_\_\_\_

**I. NARRATIVE - attach on separate page**

(BRIEF summary of project-related activities. For example, bid opening date and contract award, construction or permitting delays, percentage of road construction completed, status of construction of company, etc. **Note:** Only a few sentences are needed each quarter to update us on the progress of the project or any problems related to the project.)

**List any minority vendors used, if applicable (include vendor name, federal employer identification number, address, phone, fax, e-mail, amount of contract)**

\_\_\_\_\_  
 \_\_\_\_\_

**II. BUDGET SUMMARY**

Warrant #/\$ Amt/Date Rec'vd: \_\_\_\_\_  
 \_\_\_\_\_

Amount of Funds Awarded: \_\_\_\_\_

Less: Funds Requested &  
 Received to Date: \_\_\_\_\_

**Total Funds Available:** \_\_\_\_\_

\*\*\*\*\*

Costs Incurred/Expended

	Inception to Date	This Period
Project Expenditures:	_____	_____
Government Contributions:	\$ _____	\$ _____
Company Contributions:	\$ _____	\$ _____

	Inception to Date	This Period
Interest Earned*:	\$ _____	\$ _____
Interest Returned*:	\$ _____	\$ _____

(\*Unless expenses were reimbursed, ALL interest is due to OTTED as specified in the EDTF Agreement regardless of when funds were received.)

---

**This section is to be completed ONLY after all prerequisites (section 6.0 of the EDTF Agreement) have been met and appropriate documentation submitted.**

	Inception to Date	This Period
Total Funds Requested:	\$ _____	\$ _____

---

III. **ACTUAL vs. PLANNED EXPENDITURES**

List all ACTUAL expenditures for the current quarter and PLANNED expenditures for the upcoming quarter; send copies of the invoices from the vendor(s) (contractors/sub-contractors) for design and engineering and road construction.

---

IV. **DESCRIPTION OF ANY CHANGE ORDERS** (as appropriate)

---

V. Is the most recent Comprehensive Annual Financial Report on file with OTTED?  
 YES \_\_\_\_\_ NO \_\_\_\_\_

If not, please send the latest volume.

**FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT (OTTED)  
ECONOMIC DEVELOPMENT TRANSPORTATION FUND (EDTF)  
QUARTERLY STATUS REPORT**

PROJECT NUMBER: 97/9868A  
 APPLICANT NAME: XYZ County  
 DATE OF REPORT: July 23, 1998  
 QUARTERLY PERIOD COVERED: April 16, 1998 - July 15, 1998  
 BUSINESS' VERTICAL CONSTRUCTION BEGAN: \_\_\_\_\_  
 TRANSPORTATION PROJECT (ROAD CONSTRUCTION) BEGAN: JUNE 30, 1998

**I. NARRATIVE - attach on separate page**

(BRIEF summary of project-related activities. For example, bid opening date and contract award, construction or permitting delays, percentage of road construction completed, status of construction of company, etc. **Note:** Only a few sentences are needed each quarter to update us on the progress of the project or any problems related to the project.)

**List any minority vendors used, if applicable (include vendor name, federal employer identification number, address, phone, fax, e-mail, amount of contract)**

See separate page.

**II. BUDGET SUMMARY**

Warrant #/\$ Amt/Date Rec'vd:	<u>056123</u>	<u>\$23,957.63</u>	<u>06/05/98</u>
Amount of Funds Awarded:		<u>\$56,500.00</u>	
Less: Funds Requested & Received to Date:		<u>23,957.63</u>	
<b>Total Funds Available:</b>		<u>\$32,542.37</u>	

\*\*\*\*\*

**Costs Incurred/Expended**

	<u>Inception to Date</u>	<u>This Period</u>
Project Expenditures:	<u>66,156.14</u>	<u>22,955.85</u>
Government Contributions:	<u>\$ 25,280.78</u>	<u>\$ 6,038.12</u>
Company Contributions:	<u>\$ _____</u>	<u>\$ _____</u>

	Inception to Date	This Period
Interest Earned*:	\$ _____	\$ _____
Interest Returned*:	\$ _____	\$ _____

(\*Unless expenses were reimbursed, ALL interest is due to OTTED as specified in the EDTF Agreement regardless of when funds were received.)

(\*Unless expenses were reimbursed, ALL interest is due to OTTED as specified in the EDTF Agreement regardless of when funds were received.)

**This section is to be completed ONLY after all prerequisites (section 6.0 of the EDTF Agreement) have been met and appropriate documentation submitted.**

	Inception to Date	This Period
Total Funds Requested:	\$ <u>23,957.63</u>	\$ _____

**III. ACTUAL vs. PLANNED EXPENDITURES**

List all **ACTUAL** expenditures for the **current** quarter and **PLANNED** expenditures for the **upcoming**; send copies of the invoices from the vendor(s) (contractors/sub-contractors) for design and engineering and road construction.

**Current Quarterly Expenditures**

	<u>ACTUAL</u>
JKL Engineering Firm, Inc.	\$ 4,998.38
PDQ Paving Company	7,744.03
Pro-Tech Concrete, Inc.	6,038.12
S & L Geological Testing	<u>4,175.32</u>
	\$22,955.85

**Upcoming (Next) Quarterly Expenditures**

	<u>PLANNED</u>
JKL Engineering Firm, Inc.	\$ 5,054.96
PDQ Paving Company	7,025.36
Pro-Tech Concrete, Inc.	6,250.00
S & L Geological Testing	<u>4,200.00</u>
	\$22,530.32

**IV. DESCRIPTION OF ANY CHANGE ORDERS (as appropriate)**

Change Order #1—Increase of \$718.67 in contract price with PDQ Paving Company due to increased cost of materials

**V. Is the most recent Comprehensive Annual Financial Report on file with OTTED?**  
 YES  NO

If not, please send the latest volume.

Project # 97/9868A  
Quarter—4/16/98 - 7/15/98

**Narrative:**

The design of the road construction project is complete. The contract was bid out on 5/26/98 and the bid was awarded to PDQ Paving Company. A copy of the bid tally sheets and the bid contract are being forwarded under separate company. PDQ began road work on 6/16/98. The County decided to upgrade some of the materials that led to a change order increasing the contract by \$718,67.

As reported in the previous quarter, the company has experienced permitting problems that have delayed construction considerably. These problems were resolved in late April. The company began construction on its expansion on 5/5/98. The expansion was completed on 6/30/98.

**Minority Vendor:**

XYZ Minor Construction Company (59-1234567)  
123 N.E. Road Way Street  
This Town, FL 32222  
P: 555/123-1234  
F: 555/123-2345  
\$65,750.00

**FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR  
OFFICE OF TOURISM, TRADE, AND ECONOMIC DEVELOPMENT (OTTED)  
ECONOMIC DEVELOPMENT TRANSPORTATION FUND (EDTF)**

**REQUEST FOR MODIFICATION**

RE:    APPLICANT NAME: \_\_\_\_\_  
      COMPANY: \_\_\_\_\_  
      GRANT AMOUNT:    \$ \_\_\_\_\_  
      PROJECT NUMBER: \_\_\_\_\_

The (applicant) \_\_\_\_\_ is requesting a modification to extend  
the: (check one)

- \_\_\_\_\_ Road construction commencement date from \_\_\_\_\_ to \_\_\_\_\_.
- \_\_\_\_\_ Road construction ending date from \_\_\_\_\_ to \_\_\_\_\_.
- \_\_\_\_\_ Contract termination date from \_\_\_\_\_ to \_\_\_\_\_.
- \_\_\_\_\_ Other: \_\_\_\_\_.

Please state REASON requested modification is needed:

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Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_



**This is not a substitute for the EDTF Agreement.**

Project Specification	Important Dates	Comments
<p><b>Release of Funds Requirements - CONTINUED:</b></p> <p>Written Notification of Intent to Either ([6.0(f)]) –</p> <p><input type="checkbox"/> Award construction of the EDTF project to the lowest and best bidder,</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> Construct the EDTF project utilizing existing EDTF Applicant employees.</p>	<p>Not Specified.</p> <p>Not Specified.</p>	
<p><b>EDTF Project: [15.0]</b></p> <p>Transportation Commencement</p> <p>Transportation Completion</p>	<p>January 15, 2003</p> <p>September 17, 2005</p>	<p>If unable to meet either of the specified dates, a <u>Request for Modification</u> must be submitted on or before the specified date.</p> <p>Upon failure to meet either of the specified dates, OTTED has the option to terminate the EDTF Agreement.</p>
<p><b>Reporting Requirements:</b></p> <p>Quarterly Reports</p>	<p>March 6</p> <p>June 3</p> <p>September 3</p> <p>December 2</p>	<p>For the quarter –</p> <p>November 21 - February 19</p> <p>February 20 - May 19</p> <p>May 20 - August 19</p> <p>August 20 - November 20</p> <p>Quarterly Reports must include a narrative of project activity that occurred during each quarter and a breakout of <u>actual</u> versus <u>planned</u> expenditures.</p>



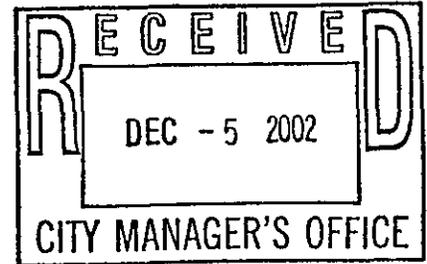
JEB BUSH  
GOVERNOR

STATE OF FLORIDA

# Office of the Governor

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com  
850-488-7146  
850-487-0801 fax



December 2, 2002

Mr. William Wilkens  
City of Riviera Beach  
6000 Blue Heron Boulevard  
Riviera Beach, FL 33404

Dear Mr. William Wilkens:

**RE: EDTF #01/0250A on behalf of Millennium Luxury Coach & Yachts**

Enclosed is the original fully executed Agreement under the Economic Development Transportation Fund (EDTF) on behalf of the project and company stated above. Additionally, along with the Quarterly Status Report w/sample and Request for Modification forms, a Project Recap Sheet, intended to assist with the administration of this project, is enclosed.

Please make a note of the following:

All required reports and requests concerning the above referenced project should be forwarded to:

Ms. Marcia Campbell  
Sharpton, Brunson & Company  
215 South Monroe Street, Suite 600A  
Tallahassee, Florida 32301  
P: 850/577-1574  
F: 850/224-0099

**Paragraph 2.0 Term:** The effective date of this EDTF Agreement is November 21, 2002. Only project costs incurred on or after this date and on or prior to the September 17, 2006, termination date are eligible for reimbursement. The November 21, 2002, date is also important because it signifies the start date for quarterly project reports that are to be submitted to Sharpton, Brunson & Company. Please feel free to make copies of the enclosed Quarterly Status Report form. Your first report is due March 6, 2003, for the period November 21, 2002 through February 19, 2003, and should be submitted even if there has been no activity on the project.



Governor's Mentoring Initiative  
BEA MENTOR. BEA BIG HELP.  
1-800-825-3786

**Mr. William Wilkens**  
**Page Two**  
**December 2, 2002**

**Release of Funds:** Under the terms and conditions of the EDTF Agreement, five (5) provisions must be met and appropriate documentation sent to OTTED before any money can be requested. These are:

- 1) A resolution to accept future maintenance and attendant costs in connection with the project. [Section 6.0(a)]
- 2) Certification that the business on whose behalf the application was made has secured any necessary permits and initiated vertical construction of its facility. [Paragraph 6.0(b)]

*The City has until December 2, 2002, (270 days) in which to provide this certification. In reviewing the paragraph, please note that OTTED may, at its discretion, terminate this Agreement if the certification is not provided within the 270-day period that began when the Agreement was fully executed. If Millennium Luxury Coach & Yachts is unable to secure all necessary permits and initiate construction by December 2, 2002, please inform us in writing of the reasons and request an extension of the default date.*

- 3) A letter certifying compliance with the requirements of Chapter 163, Part II, Florida Statutes. [Section 6.0(d)]
- 4) Certification and a copy of appropriate documentation substantiating that all right-of-way has been obtained and meets the definition of right-of-way. Please submit a copy of the deeds of all necessary right-of-way. [Section 6.0(e)]
- 5) Written notification of the City's intent to award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules and regulations, OR, construct the transportation project utilizing existing City employees. [Section 6.0(f)]

Mr. William Wilkens  
Page Three  
December 2, 2002

**Paragraph 15.0 Commencement:** The construction commencement date is January 15, 2003, and final completion date for the transportation project is September 17, 2005.

*If construction on the transportation project will not begin by the commencement date specified in the EDTF Agreement, please complete the enclosed Request for Modification form. This will serve as written notice that a modification is requested. If a modification is necessary, the request must be received by Sharpton, Brunson & Company before the construction commencement or completion date, whichever is to be amended. The written request will then be considered pursuant to the modification provision of the Agreement.*

Sincerely,



Vera A. Greenwood, Incentives Coordinator  
Office of Tourism, Trade, and Economic Development

Enclosures: Quarterly Status Report w/sample  
Request for Modification form  
Project Recap Sheet

## MEMORANDUM

**TO:** CARRIE WARD  
CITY CLERK

**DATE:** JANUARY 8, 2003

**FROM:** MARY McKINNEY  
DIRECTOR OF COMMUNITY DEVELOPMENT *MMK*

**RE:** EDTF GRANT #01/0250A

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Attached to this memorandum, for your file, is the original executed copy of the EDTF grant between the City and the State of Florida Office of Tourism, Trade, and Economic Development (OTTED). The grant was approved by the City Council on September 18, 2002.

Should you have any questions regarding this material, please do not hesitate to contact me.

RECEIVED  
JAN 09 2003  
OFFICE OF THE CITY CLERK

cc William E. Wilkins, City Manager  
Dr. James Baugh, CRA Executive Director  
Paul White, Assistant City Manager  
EDTF Grant File - Millenium Yachts











































































7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

10. The Independent Contractor agrees that that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

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

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

13. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

17. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

19. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

21. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

22. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

23. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of 6 months from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

25. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

26. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

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

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

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

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

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

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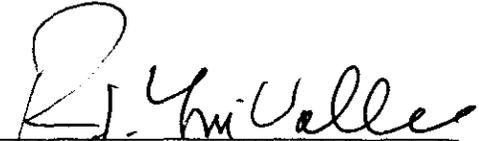
**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

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

CITY OF RIVIERA BEACH

3M Library Systems

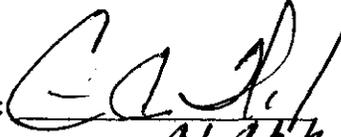
BY:   
MICHAEL D. BROWN  
MAYOR

BY:   
Name: R. J. LaValle  
Title: Contract Administrator

ATTEST:

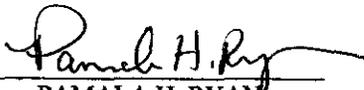
CARRIE E. WARD, CITY CLERK

(SEAL)

BY:   
City Clerk 9/18/02

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
DEPARTMENT DIRECTOR

DATE: 9/11/02



**3M Library Systems**

P.O. Box 33682  
St. Paul, MN 55133-3682

1-800-328-0067 ext. 2

Fax 1-800-223-3363

73-0299 8230.7 (Form 10/91 to PWD)

Library <b>City of Riviera Beach</b>		Purchase Order #	
Contact Name <b>Anne Sutton</b>		Authorized by	
Phone Number <b>561-845-4185</b>	Fax Number <b>561-881-7308</b>	Date	
Address <b>600 W. Blue Heron Blvd.</b>		Mail To <b>3M Library Systems</b> P.O. Box 33682	
City, County, State, Zip <b>Riviera Beach, Fl. 33419</b>		or Fax To <b>St. Paul, MN 55133-3682</b> Fax 1-800-223-5567	

**Product Description**

	Quantity	Unit Price	Install Price	Item Price
3M m3802 Direct mount, double aisle detection system.	1	\$10,745.480		\$10,745.48
				\$0.00
3M m763 mag/med desensitizer	1	\$256.280		\$256.28
3M m2011 mag/med resensitizer	1	\$256.280		\$256.28
3M m995 Staff Workstation	1	\$8,393.760		\$8,393.76
3M m966 In-counter bookcheck	1	\$2,346.680		\$2,346.68
3M m325 Mediacheck	1	\$2,874.300		\$2,874.30
3M m611 Strip applicator - promotional price: purchase three rolls of 7500 each strips at \$4.050 and two years of service agreement for \$1,050 and cart and applicator are free.	1	\$5,100.000		\$5,100.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Subtotal Equipment and Markers</b>		<b>\$20,972.780</b>	<b>\$0.00</b>	<b>\$20,972.78</b>

**Service Agreement**

Equipment	Zone	Qty	Duration/ Months	Unit Price	Total Unit Price	\$20,972.76
3802	2	1	12 mons	included	Unit Tax	\$0.00
995	2	1	12 mons	included	Install Charge	included
966	2	1	12 mons	included	Install Tax	\$0.00
325	2	1	12 mons	included	Service Agreement	included
					Freight	\$0.00
<b>Subtotal Service</b>					<b>Total Proposal</b>	<b>\$20,972.76</b>

**Other Information**

All prices except m611 are priced from Florida State	<b>Technology Solution - Financing Option</b>	
SNAPS contract #6002301-2 and include freight, service agreements and installation	12 Monthly Payments	\$2,497.73
	24 Monthly Payments	#VALUE!
	36 Monthly Payments	#VALUE!
3M Representative <b>John Riley</b>	Phone <b>800-328-0067-3-32</b>	Date <b>8/16/2002</b>

Quotations are good for 90 days from the above date. Mail or Fax purchase order to the address above.

Terms are NET 70 Days



RESOLUTION NO. 169-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RIVIERA BEACH PUBLIC LIBRARY LONG-RANGE PLAN FOR A THREE-YEAR PERIOD, 2002-2005; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the proposed Long-Range Plan for the Riviera Beach Public Library is one of the requirements to receive a State Aid Grant under Chapter 257, Florida Statutes and guidelines for the State Aid to Libraries Grant Program; and

**WHEREAS**, the Long-Range Plan will provide a pattern for the growth of the Library over the next three years (2002-2005).

**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 Riviera Beach Public Library Long-Range Plan outlining the Library's operation for a three year period of 2002-2005.

**SECTION 2.** The City Council hereby accepts a copy of the Long-Range Plan attached hereto and made a part of the Resolution.

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

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

**PASSED AND APPROVED** this 18th day of September 2002

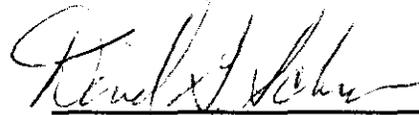
**APPROVED:**

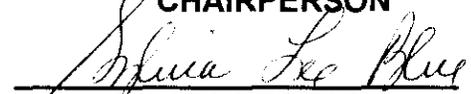
  
\_\_\_\_\_  
MICHAEL D. BROWN,  
MAYOR

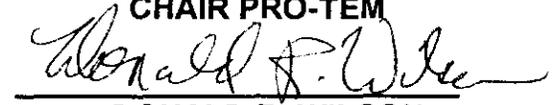
(MUNICIPAL SEAL)

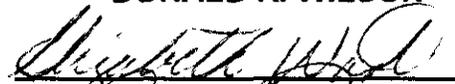
**ATTEST:**

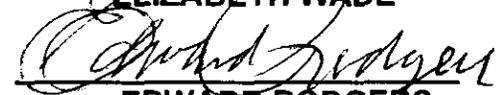
  
\_\_\_\_\_  
CARRIE E. WARD, CMC/AEE

  
\_\_\_\_\_  
DAVID G. SCHNYER  
CHAIRPERSON

  
\_\_\_\_\_  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

  
\_\_\_\_\_  
DONALD R. WILSON

  
\_\_\_\_\_  
ELIZABETH WADE

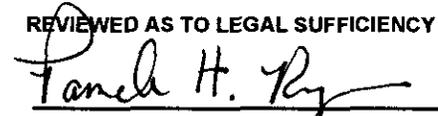
  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCILMEMBERS

**MOTIONED BY:** D. Wilson

**SECONDED BY:** E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: \_\_\_\_\_

**RESOLUTION NO. 170-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT TO THE BANK OF NEW YORK IN THE AMOUNT OF \$6,500 FOR SHORT FALLS IN THE 1978 ESCROW DEPOSIT ACCOUNT FOR WATER AND SEWER REVENUE BONDS.**

**WHEREAS**, the Water & Sewer Revenue Bonds Series 1963 were defeased by the 1978 Escrow Agreement and according to the Official Bond Statement the scheduled debt service payment for the November 1, 2002 sinking fund maturity is \$370,000; and

**WHEREAS**, the 1978 escrow and the Verification Report delivered with the escrowed funds indicated that the sinking fund maturity was in the amount of \$365,000, it has been determined and verified by the escrow agent that the outstanding certificate numbers contained on the bond registry is \$370,000; and

**WHEREAS**, a cash projection has been performed for the 1978 escrowed funds and there will be a shortfall on November 1, 2002 in the amount of \$5,000 principal and \$100 interest; and

**WHEREAS**, the Bank of New York is requesting reimbursement in the amount of \$1,400 for interest paid on the \$5,000 portion of bonds outstanding not covered by the Escrow Account that they have paid since The Bank of New York became the successor Escrow Agent in 1994.

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

**SECTION 1.** That the City Council approves payment to The Bank of New York in the total amount of \$6,500 as follows: \$5,000 (principal) , \$100 (interest), and \$1,400 (interest paid on \$5,000 portion of bonds outstanding not covered by the Escrow Account).

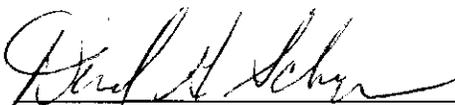
**SECTION 2.** That the City Council authorizes the Finance Director to transfer \$6,500 from Water and Sewer contingency account number 401-1417-536-0-5999 to the Water and Sewer Debt Service Fund in the following manner: \$5,000 account number 404-1417-536-0-7101 Principal and \$1,500 account number 404-1417-536-0-7201 Interest.

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

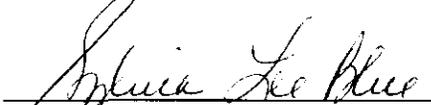
PASSED AND APPROVED this 18<sup>th</sup> day of September, 2002.

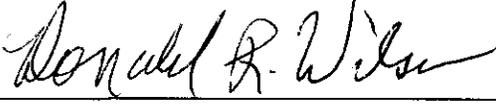
APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

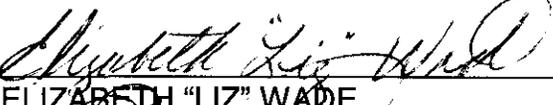
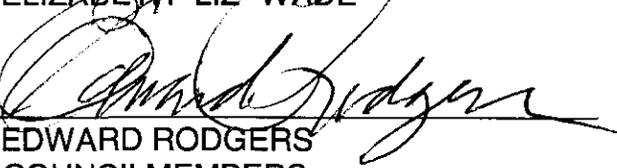
(MUNICIPAL SEAL)

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE out

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 9/9/02