

RESOLUTION NO. 201-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE NEGOTIATED SALE OF THE \$4,135,000 CITY OF RIVIERA BEACH, FLORIDA SALES TAX REVENUE REFUNDING BONDS, SERIES 2002; AWARDING THE SALE THEREOF TO JACKSON SECURITIES, LLC., SUBJECT TO THE TERMS AND CONDITIONS OF A BOND PURCHASE AGREEMENT; AUTHORIZING THE DISTRIBUTION OF PRELIMINARY AND OFFICIAL STATEMENTS IN CONNECTION WITH THE DELIVERY OF THE SERIES 2002 BONDS; AUTHORIZING THE PURCHASE OF BOND INSURANCE; AUTHORIZING THE PURCHASE OF A SURETY BOND FOR THE RESERVE FUND AND THE EXECUTION AND DELIVERY OF A GUARANTY AGREEMENT; APPOINTING AN ESCROW AGENT; AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AMENDING RESOLUTION NO. 180-02; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Florida (hereinafter referred to as "Issuer" or "City") by Resolution No. 180-02 adopted on October 2, 2002 (the "Resolution") authorized the issuance of not exceeding \$6,000,000 City of Riviera Beach, Florida Sales Tax Revenue Refunding Bonds, Series 2002 (the "Series 2002 Bonds"); and

WHEREAS, the proceeds of the Series 2002 Bonds will be used to refund the remaining outstanding of the Issuer's \$6,280,000 Waterfront Improvement Refunding Revenue Bonds, Series 1992 (the "Refunded Bonds"); and

WHEREAS, due to the critical importance of the timing of the sale of the Series 2002 Bonds, the low interest rates which are currently available in the market, the sensitivity of the interest rates to the market, the ability of the Issuer to access markets which would produce a significant savings for the Issuer and to the willingness of Jackson Securities, LLC (the "Underwriter") to purchase the Series 2002 Bonds, at interest rates favorable to the Issuer, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Series 2002 Bonds at a negotiated sale; and

WHEREAS, the Issuer has received an offer from the Underwriter to purchase the Series 2002 Bonds subject to the terms and conditions set forth in the Bond

Purchase Agreement (the "Bond Purchase Agreement"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Issuer now desires to sell its Series 2002 Bonds pursuant to the Bond Purchase Agreement and in furtherance thereof authorize the distribution of the Preliminary Official Statement and the Official Statement in connection with the issuance of the Series 2002 Bonds; authorize the purchase of bond insurance and authorize the purchase of a surety bond for the Reserve Fund; and

WHEREAS, the Issuer has been or will be provided all applicable disclosure information required by Section 218.385(6), Florida Statutes; and

WHEREAS, all capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

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

SECTION 1. Definitions:

"Bond Insurance Policy" shall mean the financial guaranty insurance policy of the Insurer which insures payment when due of the principal of and interest on the Series 2002 Bonds as provided therein.

"Escrow Agent" shall mean Wells Fargo Bank, National Association and its successors and assigns.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement entered into between the Issuer and the Escrow Agent in the form attached hereto as Exhibit "D".

"Insurer" means MBIA Insurance Corporation, and any successor thereto.

"Refunding Securities," with respect to the Series 2002 Bonds, shall mean:

1. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs").
2. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.
3. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

4. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
5. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

- a. U.S. Export-Import Bank (Eximbank)

Direct obligations or fully guaranteed certificates of beneficial ownership

- b. Farmers Home Administration (FmHA)

Certificates of beneficial ownership

- c. Federal Financing Bank

- d. General Services Administration

Participation certificates

- e. U.S. Maritime Administration

Guaranteed Title XI financing

- f. U.S. Department of Housing and Urban Development (HUD)

Project Notes

Local Authority Bonds

New Communities Debentures – U.S. Government guaranteed debentures

U.S. Public Housing Notes and Bonds – U.S. Government guaranteed public housing notes and bonds

"Surety Bond" means the surety bond issued by MBIA Insurance Corporation guaranteeing certain payments into the Reserve Fund with respect to the Series 2002 Bonds as provided therein.

SECTION 2. Due to the present instability in the market for tax-exempt obligations, the critical importance of the timing of the sale of the Series 2002 Bonds, and the willingness of the Underwriter to purchase \$4,135,000 principal amount of City

of Riviera Beach, Florida Sales Tax Revenue Refunding Bonds, Series 2002, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Series 2002 Bonds at a negotiated sale, to the Underwriter and the sale is hereby authorized and approved.

SECTION 3. The Series 2002 Bonds are hereby sold to the Underwriter, upon the terms and conditions set forth in the Bond Purchase Agreement attached hereto as Exhibit "A" and incorporated herein by reference. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such Bond Purchase Agreement in substantially the form attached as Exhibit "A", with such additional changes, insertions and omissions therein as do not change the substance thereof and as may be approved by the said officer of the Issuer executing the same, such execution to be conclusive evidence of such approval.

SECTION 4. The Series 2002 Bonds shall be issued as fully registered bonds in denominations of \$5,000 and integral multiples thereof, shall be numbered consecutively from one upward in order of maturity. Said Series 2002 Bonds shall be payable semi-annually, on April 1 and October 1 of each year (the "Interest Dates") commencing April 1, 2003. The Series 2002 Bonds shall be dated October 1, 2002, shall bear interest at the rates, shall mature in the years and amounts, and shall be issued in such amounts as Serial and Term Bonds, all as set forth in Appendix A to the Bond Purchase Contract. The Series 2002 Bonds are not subject to redemption prior to maturity.

SECTION 5. The Series 2002 Bonds shall be issued under and secured by the Resolution and shall be executed and delivered by the Mayor, and attested by the City Clerk in substantially the form set forth in the Resolution, with such additional changes and insertions therein as conform to the provisions of the Bond Purchase Contract, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 6. The distribution by the Underwriter, of the Preliminary Official Statement, dated October 24, 2002 (the "Preliminary Official Statement") relating to the Series 2002 Bonds in the form attached hereto as Exhibit "B" is hereby approved, confirmed and ratified and the distribution of the Official Statement is hereby approved, such Official Statement to be in substantially the form attached to the Bond Purchase Agreement with such additional changes, insertions and omissions as do not change the substance thereof except in conformity with the Bond Purchase Agreement and as may be made and approved by officers of the Issuer executing the same, such execution to be conclusive evidence of any such approval. At closing, the appropriate officers of the Issuer are authorized and directed to furnish a certificate to the effect that the Preliminary Official Statement did not as of its date and does not contain any untrue statement or omission of a material fact.

SECTION 7. A financial guaranty insurance policy to insure the holder of any Series 2002 Bond the scheduled payment of principal and interest on behalf of the

Issuer is hereby authorized to be purchased from MBIA Insurance Corporation and payment for such Bond Insurance Policy is hereby authorized from Series 2002 Bond proceeds. A statement of insurance is hereby authorized to be printed on or attached to the Series 2002 Bonds for the benefit and information of the Series 2002 Bondholders.

As long as the bond insurance shall be in full force and effect, the Issuer and any Paying Agent agree to comply with the following provisions:

A. In the event that, on the second Business Day, and again on the Business Day prior to the payment date on the Series 2002 Bonds, the Paying Agent has not received sufficient moneys to pay all principal of, and interest on the Series 2002 Bonds due on the second following, or next following as the case may be, Business Day, the Paying Agent shall immediately notify the Insurer or its designee on the same Business Day by telephone or telegraph confirmed in writing by registered or certified mail, of the amount of the deficiency.

B. If the deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent shall so notify the Insurer or its designee.

C. In addition, if the Paying Agent has notice that any Series 2002 Bondholder has been required to disgorge payments of principal, or interest on the Series 2002 Bonds to a trustee in Bankruptcy or creditors or others pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Series 2002 Bondholder within the meaning of any applicable bankruptcy laws, then the Paying Agent shall notify the Insurer or its designee of such fact by telephone or telegraphic notice, confirmed in writing by registered or certified mail.

D. The Paying Agent is hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for Holders of the Series 2002 Bonds as follows:

1. If and to the extent there is a deficiency in amounts required to pay interest on the Series 2002 Bonds, the Paying Agent shall (a) execute and deliver to State Street Bank and Trust Company, N.A., or its successors under the Policy (the "Insurance Paying Agent"), in form satisfactory to the Insurance Paying Agent, an instrument appointing the Insurer as agent for such Holders in any legal proceeding related to the payment of such interest and an assignment to the Insurer of the claims for interest to which such deficiency relates and which are paid by the Insurer, (b) receive as designee of the respective Holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy (the "Bond Insurance Policy") payment from the Insurance Paying Agent with respect to the claims for interest so assigned, and (c) disburse the same to such respective Holder; and

2. If and to the extent of a deficiency in amounts required to pay principal of the Series 2002 Bonds, the Paying Agent shall (a) execute and deliver to the Insurance Paying Agent in form satisfactory to the Insurance Paying Agent an

instrument appointing the Insurer as agent for such Holder in any legal proceeding relating to the payment of such principal and an assignment to the Insurer of any of the Series 2002 Bond surrendered to the Insurance Paying Agent of so much of the principal amount thereof as has not previously been paid or for which moneys are not held by the Paying Agent and available for such payment (but such assignment shall be delivered only if payment from the Insurance Paying Agent is received), (b) receive as designee of the respective Holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment therefor from the Insurance Paying Agent, and (c) disburse the same to such Holders.

E. Payments with respect to claims for interest on and principal of Series 2002 Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Series 2002 Bonds, and the Insurer shall become the owner of such unpaid Series 2002 Bonds and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

F. Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent hereby agree for the benefit of the Insurer that:

1. They recognize that to the extent the Insurer makes payments, directly or indirectly (as by paying through the Paying Agent), on account of principal of or interest on the Series 2002 Bonds, the Insurer will be subrogated to the rights of such Holders to receive the amount of such principal and interest from the Issuer, with interest thereon as provided and solely from the sources stated in the Resolution and the Series 2002 Bonds; and

2. They will accordingly pay to the Insurer the amount of such principal and interest (including principal and interest recovered under subparagraph (ii) of the first paragraph of the Bond Insurance Policy, which principal and interest shall be deemed past due and not to have been paid), with interest thereon as provided in the Resolution and the Series 2002 Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Series 2002 Bonds to Holders, and will otherwise treat the Insurer as the owner of such rights to the amount of such principal and interest.

G. Copies of any amendments made to the documents executed in connection with the issuance of the Series 2002 Bonds which are consented to by the Insurer shall be sent to S&P.

H. The Insurer shall receive notice of the resignation or removal of the Paying Agent and the appointment of a successor thereto.

I. The Insurer shall receive copies of all notices required to be delivered to Series 2002 Bondholders and, on an annual basis, copies of the Issuer's audited financial statements and annual budget.

Any notice that is required to be given to a holder of the Series 2002 Bonds or to the Paying Agent pursuant to the Resolution shall also be provided to the Insurer. All notices required to be given to the Insurer under the Resolution shall be in writing and shall be sent by registered or certified mail addressed to MBIA Insurance Corporation, 113 King Street, Armonk, New York 10504, Attention: Surveillance.

SECTION 8. A surety bond for the Series 2002 Bonds, together with other amounts on deposit or other credit instruments on deposit therein, equal to the Reserve Requirement is hereby authorized to be purchased from MBIA Insurance Corporation ("MBIA") and payment for such surety bond is hereby authorized from Series 2002 Bond proceeds. In furtherance thereof, the Issuer is hereby authorized to enter into a Financial Guaranty Agreement for the Series 2002 Bonds (the "Guaranty Agreement") with MBIA and the Mayor is hereby authorized to execute and deliver and the City Clerk is hereby authorized to attest such Guaranty Agreement in substantially the form attached hereto as Exhibit "C" with such changes, insertions and omissions as shall be made by the officers of the Issuer executing the same, with execution thereof being conclusive evidence of such approval.

As long as the surety bond shall be in full force and effect, the Issuer and any Paying Agent agree to comply with the following provisions:

A. At such time as the Reserve Fund contains both the MBIA surety bond and cash, the cash shall be drawn down completely before any demand is made on the surety bond. In any event where the reserve fund contains a surety bond from another entity and an MBIA surety bond, there shall be a pro-rata draw on each of the surety bonds.

B. Any available monies, used to replenish the Reserve Fund, should be used first to reimburse MBIA, thereby reinstating the surety bond, and second to replenish the cash in the Reserve Fund.

C. The Paying Agent shall deliver a Demand For Payment at least three days prior to the date on which funds are required.

D. With respect to any security interest in collateral granted to the bondholders, MBIA is hereby granted that same interest subject only to that of the bondholders. This would apply to existing security, if any, as well as any to be granted in the future.

E. All amounts owed to MBIA under the terms of the Guaranty Agreement or any other documents shall be paid before the Resolution or other bond documents may be terminated.

F. It will be the responsibility of the Paying Agent to maintain adequate records, verified with MBIA, as to the amount available to be drawn at any given time under the Surety Bond and as to the amounts paid and owing to MBIA under the terms

of the Guaranty Agreement.

G. There may be no optional redemption of bonds or distribution of funds to the Issuer unless all amounts owed to MBIA under the terms of the Guaranty Agreement or any other documents have been paid in full.

SECTION 9. The proceeds, including accrued interest and premium, if any, received from the sale of any or all of the Series 2002 Bonds shall be applied by the Issuer simultaneously with the delivery of such Series 2002 Bonds to the purchaser thereof, as follows:

(A) Accrued interest shall be deposited in the Interest Account and shall be used only for the purpose of paying the interest which shall thereafter become due on the Series 2002 Bonds;

(B) A sufficient amount of the Series 2002 Bond proceeds shall be applied to the payment of the premiums of any Bond Insurance Policy and Reserve Fund Insurance Policy applicable to the Series 2002 Bonds, and to the payment of costs and expenses relating to the issuance of the Series 2002 Bonds; and

(C) A sufficient amount of the Series 2002 Bond proceeds shall be applied to the Escrow Account in accordance with the Escrow Deposit Agreement.

(D) The remaining proceeds of the Series 2002 Bonds shall be used for any lawful purpose.

SECTION 10. Wells Fargo Bank, National Association (the "Escrow Agent"), is hereby appointed to serve as Escrow Agent under the Escrow Deposit Agreement for the Refunded Bonds. The Mayor is hereby authorized to execute the Escrow Deposit Agreement between the Issuer and Wells Fargo Bank, National Association in substantially the form attached hereto as Exhibit "D", with such additional changes and insertions therein as necessary, and such execution and delivery shall be conclusive evidence of the approval thereof.

SECTION 11. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Such Continuing Disclosure Certificate shall be in such form as attached hereto as Exhibit "E". Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate will not be considered an event of default; however any Series 2002 Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section. Series 2002 Bondholders shall not be entitled to any damages for failure of the Issuer to comply with the terms of the Continuing Disclosure Certificate.

SECTION 12. The Refunded Bonds scheduled to mature on October 1, 2003 and thereafter are hereby irrevocably called for redemption on or before January 2, 2003 at 100% of the principal amount thereof. The Paying Agent is hereby authorized and directed to provide written notice of such redemption to the paying agent for the Refunded Bonds being called for redemption and to provide at least thirty (30) days before redemption date such written notice to each of the registered owners of such Refunded Bonds at their respective addresses as they appear upon the registration books of the Registrar.

SECTION 13. Moneys in the various funds and accounts created under the resolution authorizing the Refunded Bonds shall be transferred as provided by a certificate to be executed by the Mayor and the Finance Director.

SECTION 14. Resolution No. 180-02 of the Issuer is hereby amended as follows:

A) Article I, Section 1.1 Definitions is hereby amended as follows:

"Pledged Funds" shall mean (A) the Sales Tax Revenues and (B) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder except for the Rebate Fund.

"Sales Tax Revenues" shall mean the proceeds received by the Issuer from the levy and collection of the local government half-cent sales tax pursuant to Chapter 218, Part VI, Florida Statutes.

B) The first paragraph of Section 4.4 of Resolution No. 180-02 is hereby amended as follows:

The Issuer covenants and agrees to establish special funds to be known as the "City of Riviera Beach Sales Tax Revenue Fund", the "City of Riviera Beach Sales Tax Debt Service Fund," and the "City of Riviera Beach Sales Tax Revenue Bonds Rebate Fund." The Issuer shall maintain in the Debt Service Fund four accounts: the "Interest Account," the "Principal Account," the "Bond Amortization Account" and the "Reserve Account." Moneys in the aforementioned funds and accounts, other than the Rebate Fund, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

C) Section 4.5(A) of Resolution No. 180-02 is hereby amended and restated as follows:

SECTION 4.5 DISPOSTION OF REVENUES.

(A) The Issuer shall promptly deposit or credit the Sales Tax Revenues to the Revenue Fund. The Issuer shall further deposit sufficient funds to meet the debt service payments on the Parity Bonds under Resolution No. 243-01 and shall be paid according to Resolution No. 243-01. Such deposit and payments for the Parity Bonds shall be pari passu to the moneys deposited in the Revenue Fund.

The moneys in the Revenue Fund shall be deposited or credited on or before the last day of each month, commencing in the month immediately following receipt of Sales Tax Revenues from the State, in the following manner and in the following order of priority.

(1) Interest Account. There shall be deposited or credited to the Interest Account an amount which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the current calendar month (assuming that a year consists of twelve (12) months of thirty (30) days each). Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Interest Account not later than the month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date.

(2) Principal Account. Commencing in the month which is one (1) year prior to the first principal payment date, there shall be deposited or credited to the Principal Account an amount which, together with the balance in said Account, shall equal the principal on Serial Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on said Bonds during the then current calendar month if such principal amounts were deemed to accrue daily (assuming that a year consists of twelve (12) months of thirty (30) days each), in equal amounts from the next preceding principal due date, or if there is no such preceding principal due date, from a date one year preceding the due date of such principal amount. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose. Serial Capital Appreciation Bonds shall be payable from the Principal Account in the Bond Year in which such Bonds mature and monthly deposits or credits into the Principal Account shall commence in the month which is one year prior to the date on which such Bonds mature. The Issuer shall adjust the amount of deposit to the Principal Account not later than the month immediately preceding any

principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Bond Amortization Account. Commencing in the month which is one year prior to any Amortization Installment due date, there shall be deposited or credited to the Bond Amortization Account an amount which, together with the balance in said Account, shall equal the Amortization Installments of all Bonds Outstanding due and unpaid and that portion of the Amortization Installment next due which would have accrued on said Bonds during the then current calendar month if such Amortization Installment were deemed to accrue daily (assuming that a year consists of twelve (12) months of thirty (30) days each), in equal amounts from the next preceding Amortization Installment due date, or if there is no such preceding principal due date, from a date one year preceding the due date of such Amortization Installment. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. The Issuer shall adjust the amount of the deposit into the Bond Amortization Account not later than the month immediately preceding any date for payment of an Amortization Installment so as to provide sufficient moneys in the Bond Amortization Account to pay the Amortization Installments on the Bonds coming due on such date. No further deposit need be made to the Bond Amortization Account when the moneys therein are equal to the Amortization Installments coming due on the Outstanding Bonds on the next succeeding Amortization Installment due date. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

Amounts accumulated in the Bond Amortization Account with respect to any Amortization Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the Issuer, on or prior to the sixtieth (60th) day preceding the due date of such Amortization Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established at a price not exceeding par plus accrued interest, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms at a price not exceeding par plus accrued interest. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Amortization Account until such Amortization Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the sixtieth (60th) day preceding the due date of any such Amortization Installment, the Issuer shall

proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.3 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Bond Amortization Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

(4) Reserve Account. The Issuer shall next deposit into the Reserve Account a sum which shall not be less than one twelfth (1/12th) of the amount which shall enable the Issuer to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement. Moneys in the Reserve Account shall be used only for the purpose of the payment of maturing principal of or interest or Amortization Installments on the Bonds when the other moneys in the Debt Service Fund are insufficient therefor, and for no other purpose. However, whenever the moneys on deposit in the Reserve Account exceed the Reserve Account Requirement, such excess shall be withdrawn and deposited into the Interest Account.

Upon the issuance of any Additional Bonds under the terms, limitations and conditions as herein provided, the Issuer shall, on the date of delivery of such Additional Bonds, increase the sum required to be accumulated and maintained on deposit in the Reserve Account to be at least equal to the Reserve Account Requirement on all Outstanding Bonds including the Additional Bonds then issued. Such required sum may be paid in full or in part from the proceeds of such Additional Bonds or may be accumulated in equal monthly payments to the Reserve Account over a period of months from the date of issuance of the Additional Bonds, which shall not exceed the greater of (a) twelve (12) months, or (b) the number of months for which interest on such Additional Bonds has been capitalized, as determined by Supplemental Resolution. In the event moneys in the Reserve Account are accumulated as provided above, (i) the amount in said Reserve Account on the date of delivery of the Additional Bonds shall not be less than the Reserve Account Requirement on all Bonds Outstanding (excluding the Additional Bonds) on such date, and (ii) the incremental difference between the Reserve Account Requirement on all Bonds Outstanding (excluding the Additional Bonds) on the date of delivery of the Additional Bonds and the Reserve Account Requirement on all such Bonds and the Additional Bonds shall be fifty percent (50%) funded upon delivery of the Additional Bonds.

Notwithstanding the foregoing, in lieu of or in substitution for the required deposits into the Reserve Account, the Issuer may, with the prior written consent of the Insurer cause to be deposited into the Reserve Account a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Account Requirement and the sums then on deposit in the Reserve Account plus the amounts to be deposited therein pursuant to the preceding paragraph. The issuer providing such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall either be (a) an insurer (i) whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issue results in such issues being rated in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such category) by either Standard & Poor's Corporation, Moody's or Fitch or (ii) who holds the highest policyholder rating accorded insurers by A.M. Best & Company, or any comparable service, or (b) a commercial bank, insurance company or other financial institution the obligations payable or guaranteed by which have been assigned a rating by Moody's, Standard & Poor's Corporation or Fitch in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories); provided, that notwithstanding the foregoing, such insurer or commercial bank must be rated by any rating agency or agencies providing a rating on the Bonds secured by such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

In the event the Reserve Account contains both a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and cash, the cash shall be drawn down completely prior to any draw on the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit. In the event more than one Reserve Fund Insurance Policy or Reserve Fund Letter of Credit is on deposit in the Reserve Account, amounts required to be drawn thereon shall be done on a pro-rata basis calculated by reference to the maximum amounts available thereunder. The Issuer agrees to pay all amounts owing in regard to any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit from the Sales Tax Revenues. Sales Tax Revenues shall be applied in accordance with this Section 4.5 (A)(4), on a pro-rata basis, to reimburse the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for amounts advanced under such instruments, replenish any cash deficiencies in the Reserve Account, and to pay the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit interest on amounts advanced under such instruments. This Resolution shall not be discharged or defeased while any obligations are owing in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in the Reserve Account. The Issuer agrees not to optionally redeem or refund Bonds unless all amounts owing in regard to a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit in the Reserve Account have been paid in full.

If five (5) days prior to an interest payment date, principal payment date or mandatory amortization installment is due or such other period of time as shall be established pursuant to a Supplemental Resolution, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest, principal or mandatory amortization installment due on the Bonds on such date, the Issuer shall immediately notify (1) the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit, and (2) the Paying Agent of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such Issuer to provide moneys sufficient to pay all amounts due on such interest payment date.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering to such issuer a promissory note or reimbursement agreement therefore; provided, however, any such note or agreement (1) shall not be or create a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (2) shall be payable or obligate the Issuer to pay solely from the Pledged Funds in the manner provided herein.

To the extent the Issuer causes to be deposited into the Reserve Account a Reserve Fund Insurance Policy and/or a Reserve Fund Letter of Credit for a term of years shorter than the life of the Bonds, then the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall provide, among other things, that the issuer thereof shall provide the Issuer and the Paying Agents with notice as of each anniversary of the date of the issuance of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit of the intention of the issuer thereof to either (1) extend the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit beyond the expiration dates thereof, or (2) terminate the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit on the initial expiration dates thereof or such other future date as the issuer thereof shall have established. If the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit notifies the Issuer pursuant to clause (2) of the immediately preceding sentence or if the Issuer terminates the Reserve Fund Letter of Credit and/or Reserve Fund Insurance Policy, then the Issuer shall deposit into the Reserve Account, on or prior to the end of the first full calendar month following the date on which such notice is received by the Issuer and each month hereafter, such sums as shall be sufficient to pay an amount equal to a fraction, the numerator of which is one (1) and the denominator of which is equal to the number of months remaining in the term of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit on the date such notice was received multiplied by the maximum amount available, assuming full reimbursement by the Issuer, under the Reserve Fund Letter of Credit and/or the Reserve Fund Insurance Policy until amounts on

deposit in the Reserve Account, as a result of the aforementioned deposits, and no later than upon the expiration of such Reserve Fund Insurance Policy and/or such Reserve Fund Letter of Credit, shall be equal to the Reserve Account Requirement.

Additionally, Reserve Fund Letters of Credit shall be for a term of not less than three years. The issuer of the Reserve Fund Letter of Credit shall be required to notify the Issuer and the Paying Agent, not later than 30 months prior to the stated expiration date of the Reserve Fund Letter of Credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

The Reserve Fund Letter of Credit shall permit to draw in full not less than two weeks prior to the expiration or termination of such Reserve Fund Letter of Credit if the Reserve Fund Letter of Credit has not been replaced or renewed. The Reserve Fund Letter of Credit shall direct the Paying Agent to draw upon the Reserve Fund Letter of Credit five days prior to its expiration or termination unless an acceptable replacement is in place or the funds contained in the Reserve Account is equal to the Reserve Account Requirement on all outstanding Bonds theretofore issued.

The use of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit pursuant to this Section shall be subject to receipt of an opinion of counsel acceptable to the Insurer and in form and substance satisfactory to the Insurer as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the Insurer. In addition, the use of a Reserve Fund Letter of Credit shall be subject to receipt of an opinion of counsel acceptable to the Insurer and in form and substance satisfactory to the Insurer to the effect that payments under such Reserve Fund Letter of Credit would not constitute avoidable preference under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against the Issuer of the Bonds (or any other account party under the Reserve Fund Letter of Credit).

The obligation to reimburse the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit for any fees, expenses, claims or draws upon such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be subordinate to the payment of debt service on the Bonds. The right of the issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit to payment of reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Account, and subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be prior to the replenishment of the cash drawn from the Reserve Account. The Reserve

Fund Insurance Policy or Reserve Fund Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit reimbursement will be further subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit and the amount then available for further draws or claims. If (1) the issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit becomes insolvent or (2) the issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit defaults in its payment obligations thereunder or (3) the claims-paying ability of the issuer of the Reserve Fund Insurance Policy falls below a S&P "AAA" or Moody's "Aaa" or Fitch "AAA" or (4) the rating of the issuer of the Reserve Fund Letter of Credit falls below a S&P "AA", the obligation to reimburse the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be subordinate to the cash replenishment of the Reserve Fund.

If (1) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (2) the rating of the claims paying ability of the issuer of the Reserve Fund Insurance Policy falls below the S&P "AAA" or a Moody's "Aaa" or (3) the rating of the issuer of the Reserve Fund Letter of Credit falls below a S&P "AA", the Issuer shall either (i) deposit into the Reserve Account an amount sufficient to cause the cash or permitted investment on deposit in the Reserve Account to equal the Reserve Account Requirement on all outstanding Bonds, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit meeting the requirements of this Section within six months of such occurrence. In the event (1) the rating of the claims-paying ability of the issuer of the Reserve Fund Insurance Policy falls below "A," or (2) the rating of the issuer of the Letter of Credit falls below "A," or (3) the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit defaults in its payment obligations, or (4) the issuer of the Reserve Fund Insurance Policy or Reserve Fund Letter of Credit becomes insolvent, the Issuer shall either (i) deposit into the Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Reserve Account to equal the Reserve Account Requirement on all outstanding Bonds, such amount to be paid over the ensuing year in equal installments on at least a monthly basis or (ii) replace such instrument with a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit meeting the requirements of this Section above within six months of such occurrence.

If any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy shall terminate prior to the stated expiration date thereof, the Issuer agrees that it shall fund the Reserve Account over a period not to exceed twelve (12) months during which it shall make consecutive equal monthly payments in order that the

amount on deposit in the Reserve Account shall equal the Reserve Account Requirement; provided, the Issuer may obtain a new Reserve Fund Letter of Credit or a new Reserve Fund Insurance Policy in lieu of making the payments required by this paragraph.

(5) (A) The balance of any moneys after the deposits required by Sections 4.5 (A)(1) through 4.5 (A)(4) hereof may be used for any lawful purpose.

D) Section 5.2 of Resolution No. 180-02 is hereby amended and restated as follows:

SECTION 5.2 ISSUANCE OF ADDITIONAL BONDS. No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided.

The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: financing the Cost of a Project, or the completion thereof, or refunding any or all Outstanding Bonds or of any Subordinated Indebtedness of the Issuer. No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except as otherwise provided in Section 5.2(H) hereof, there shall have been obtained and filed with the Issuer a statement of the Finance Director: (1) stating that the books and records of the Issuer relating to the Sales Tax Revenues have been reviewed by such officer; (2) setting forth the amount of the Sales Tax Revenues which have been received by the Issuer during any twelve (12) consecutive months designated by the Issuer within the twenty-four (24) months immediately preceding the date of delivery of such Additional Bonds with respect to which such statement is made; and (3) stating that the amount of the Sales Tax Revenues received during the aforementioned 12-month period equals at least 1.20 times the Maximum Annual Debt Service on all Bonds then Outstanding and such Additional Bonds with respect to which such statement is made. Such report of the Finance Director may be partially based upon certification of certain matters related to the calculation of Maximum Annual Debt Service by the Issuer's financial advisor or auditors.

(B) For the purpose of determining the Maximum Annual Debt Service under this Section 5.2, the interest rate on additional parity Variable Rate Additional Bonds then proposed to be issued and on Variable Rate Bonds then Outstanding shall be deemed to be the lesser of (1) the interest rate for the 30 year Revenue Bond Index published by The Bond Buyer no more than two weeks prior to the sale of the Variable Rate Additional Bonds, or (2) the Maximum Interest Rate.

(C) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. Except as provided in Sections 4.2 and 4.5 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other; provided, however, that the Issuer shall include a provision in any Supplemental Resolution authorizing the issuance of Additional Bonds issued as Variable Rate Bonds pursuant to this Section 5.2 that in the event the principal thereof is accelerated due to such Bonds being held by the issuer of a Credit Facility, the lien of such Bonds on the Pledged Funds shall be subordinate in all respects to the pledge of the Pledged Funds created by this Resolution.

(D) Each resolution authorizing the issuance of Additional Bonds will recite that all of the covenants herein contained applicable to the Outstanding Bonds, will be applicable to such Additional Bonds and shall require the debt service requirements of such Additional Bonds be included in the determination of the Maximum Annual Debt Service for purposes of meeting the Reserve Account requirements.

(E) The Issuer shall not be in breach of the covenants and obligations assumed hereunder, and all payments herein required to have been made into the funds and accounts, as provided hereunder, shall have been made to the full extent required.

(F) In the event that the Act is amended to provide for additional sales tax revenues and the Issuer elects by supplemental resolution to include such additional sales tax revenues within the pledge created by the Resolution, the Finance Director shall assume that such additional amounts were collected during the applicable twelve (12) consecutive month period if such additional sales tax revenues are a result of (1) an increase in the sales tax levied on the same sales tax base, or (2) an increase in the minimum portion of sales tax revenues distributed to the Issuer on the same sales tax base.

(G) Prior to the issuance of Additional Bonds, the Issuer shall certify to each provider of Reserve Fund Insurance Policies and Reserve Fund Letters of Credit that Sales Tax Revenues are sufficient to meet the requirements of subparagraph (A) of this Section 5.2 and be sufficient to pay all policy costs then due and owing under such Reserve Fund Insurance Policies and Reserve Fund Letters of Credit.

(H) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 5.2 hereof shall

not apply, provided that the issuance of such Additional Bonds shall not result in an increase of aggregate debt service. The conditions of Section 5.2(A) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 15. All prior resolutions or other actions of the Issuer inconsistent with the provisions of the Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and except as otherwise modified, supplemented and amended hereby shall remain in full force and effect.

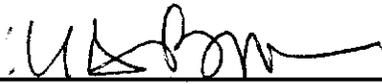
SECTION 16. The Mayor and the City Clerk, City Manager, or other officers or representatives of the Issuer are hereby authorized and directed to execute any and all certifications or other instruments or documents required by the Resolution, the Bond Purchase Contract, the Guaranty Agreement, this Resolution or any other document referred to above as a prerequisite or precondition to the issuance of the Series 2002 Bonds and any such representation made therein shall be deemed to be made on behalf of the Issuer. All action taken to date by the officers of the Issuer in furtherance of the issuance of the Series 2002 Bonds is hereby approved, confirmed and ratified.

SECTION 17. This Resolution shall take effect immediately upon adoption.

[Remainder of page intentionally left blank]

PASSED AND APPROVED this 6th day of November, 2002.

APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIR PRO-TEM

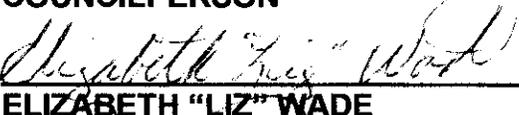
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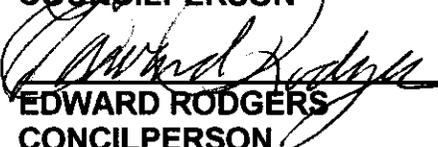
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DONALD R. WILSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



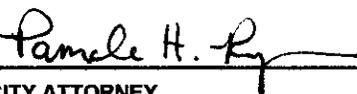
EDWARD RODGERS
CONCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

REVIEWED AS TO LEGAL SUFFICIENCY

- D. Schnyer** _____ aye
- S. Blue** _____ aye
- E. Rodgers** _____ aye
- E. Wade** _____ aye
- D. Wilson** _____ aye



PAMELA H. RY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/29/02

November 18, 2002

The Bank of New York
Towermarc Plaza
10161 Centurion Parkway, 2nd Floor
Jacksonville, Florida 32256

RE: City of Riviera Beach, Florida
Waterfront Improvement Refunding Revenue Bonds, Series 1992
(the "Series 1992 Bonds")

Dear Ladies and Gentlemen:

This letter is in regard to the above referenced bonds for which The Bank of New York acts as Paying Agent (the "Paying Agent"). The City of Riviera Beach, Florida (the "City") acknowledges the following in connection with the notice of redemption pursuant to Resolution No. 96-92 of the City adopted on June 17, 1992 authorizing the Series 1992 Bonds:

1. The notice of redemption to the registered securities depositories was sent on November 15, 2002.
2. The notice of redemption will be published in THE BOND BUYER on November 18, 2002.
3. The City hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless the Paying Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements), which may be imposed on, incurred by, or asserted against, at any time, the Paying Agent and in any way relating to or arising out of the mailing, publication and timeliness of the notices of redemption.

CITY OF RIVIERA BEACH, FLORIDA

By: 

William E. Wilkins
City Manager

CERTIFICATE OF INCUMBENCY

I, Carrie E. Ward, the City Clerk of the City of Riviera Beach, Florida hereby certify that the persons designated hereon are qualified and authorized to act on behalf of the City of Riviera Beach, Florida, that the signatures opposite the names and titles of said officers are genuine. You are further authorized to recognize these signatures as authorized to direct The Bank of New York, as Paying Agent, for the City of Riviera Beach, Florida Waterfront Improvement Refunding Revenue Bonds, Series 1992 (the "Refunded Bonds"), by fax or in writing, in matters pertaining to the redemption of the Refunded Bonds.

Name	Title	Signature
<u>Michael D. Brown</u>	<u>Mayor</u>	
<u>William E. Wilkins</u>	<u>City Manager</u>	

IN WITNESS WHEREOF, I have executed this certificate on the 18th day of November, 2002.

By: 
Name: Carrie E. Ward,
Title: Master Municipal Clerk
City Clerk

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B
PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C
FORM OF GUARANTY AGREEMENT

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

RESOLUTION NO. 202-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SECOND AMENDMENT TO AGREEMENT ENTERED INTO ON JULY 15, 1997 BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR THE DESIGN AND CONSTRUCTION OF THE RIVIERA BEACH AQUATIC COMPLEX TO PROVIDE FOR A TWELVE (12) MONTH EXTENSION TO THE PROJECT COMPLETION DATE; ALL OTHER TERMS OF THE AGREEMENT, AS PREVIOUSLY AMENDED, WILL REMAIN THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 1997, Palm Beach County entered into an Agreement with the City of Riviera Beach to provide funding of up to \$1,500,000 for design and construction of the Riviera Beach Aquatic Complex to be completed on or before July 14, 2002; and

WHEREAS, the City of Riviera Beach has requested a time extension of twelve (12) months of the project completion date in order to complete construction of the Riviera Beach Aquatic Complex which will provide a new completion date of July 14, 2003; and

WHEREAS, Palm Beach County desires to allow for additional project completion time for construction of said Riviera Beach Aquatic Complex, which will benefit all citizens of Palm Beach County.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute the Second Amendment to Agreement between Palm Beach County and the City of Riviera Beach to provide a time extension of twelve (12) months of the project completion date of the Riviera Beach Aquatic Complex; all other terms of the agreement, as previously amended, will remain the same.

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

RESOLUTION NO. 202-02

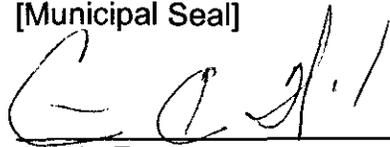
-2-

APPROVED:

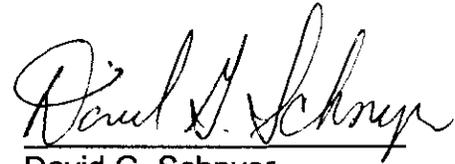


Michael D. Brown
MAYOR

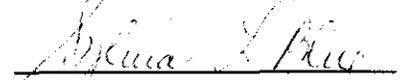
[Municipal Seal]



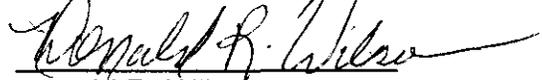
Carrie E. Ward
Master Municipal Clerk
CITY CLERK



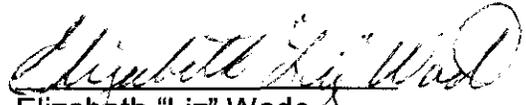
David G. Schnyer
CHAIRPERSON



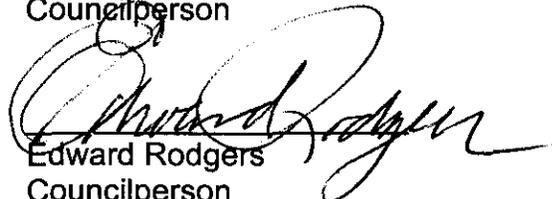
Sylvia L. Blue
CHAIRPERSON PRO TEM



Donald R. Wilson
Councilperson



Elizabeth "Liz" Wade
Councilperson



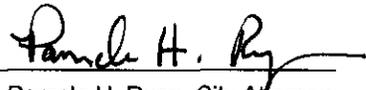
Edward Rodgers
Councilperson

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

D. Schnyer aye
S. Blue aye
D. Wilson aye
E. Wade aye
E. Rodgers out

PDW:dpm (102302)

Approved as to legal sufficiency:

By: 

Pamala H. Ryan, City Attorney

Date: 10/30/02

R2003 0209

SECOND AMENDMENT TO AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH

FEB 04 2003

THIS SECOND AMENDMENT TO AGREEMENT is entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "RIVIERA BEACH".

WITNESSETH:

WHEREAS, on July 15, 1997, COUNTY entered into an Agreement with RIVIERA BEACH (R-97-877-D), as amended to provide funding of up to \$1,500,000 for design and construction of the Riviera Beach Aquatic Complex to be completed on or before July 14, 2002; and

WHEREAS, RIVIERA BEACH has requested a time extension of twelve (12) months of the project completion date in order to complete construction of the Riviera Beach Aquatic Complex; and

WHEREAS, COUNTY desires to allow for additional project completion time for construction of said Riviera Beach Aquatic Complex, which will benefit all citizens of Palm Beach County; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

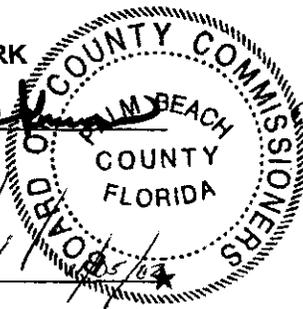
1. Section 2.06 of the Agreement, as amended, shall be further amended by deleting "sixty (60) months from the date of execution" and inserting "seventy two (72) months from the date of execution" in its place.

2. Except as provided herein, each and every other term of the Agreement, as amended, shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:
DOROTHY H. WILKEN, CLERK

By: *Dorothy H. Wilken*
Deputy Clerk



PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: *Karen T. Marcus*
Chair Karen T. Marcus

ATTEST:

By: *[Signature]*
City Clerk

CITY OF RIVIERA BEACH

By: *[Signature]*
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Paul F. [Signature]*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Dennis L. Eshleman, Director
Parks and Recreation Department

REVIEWED FOR LEGAL SUFFICIENCY

[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/22/02

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/10/02

PRODUCER
Arthur J. Gallagher & Co.
200 N.W. 41st Street
Suite 200
Miami, FL 33166

INSURED
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: UNITED NATIONAL INSURANCE CO.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP0065367	10/01/02	10/01/03	EACH OCCURRENCE \$SEE BELOW FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 GL LIMITS: FS768.28 \$100,000 EACH CLAIMANT/\$200,000 PER ACCIDENT INCL. \$100,000 SIR
 RE: PROOF OF INSURANCE. THE INTEREST OF PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS ADDED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PARKS & REC DEPT 2700 6 AVENUE SOUTH Lake Worth, FL 33461		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

RESOLUTION NO. 203-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, APPROVING THE RENEWAL OF THE CONTRACT FOR WILLIAM E. WILKINS AS CITY MANAGER FOR THE CITY OF RIVIERA BEACH; EFFECTIVE NOVEMBER 1, 2002 THROUGH OCTOBER 31, 2005 FOR A PERIOD OF THREE YEARS; PROVIDING AN EFFECTIVE DATE.

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

Section 1. That William E. Wilkins' contract be renewed as City Manager of the City of Riviera Beach, Florida, pursuant to the Charter of the City of Riviera Beach, and the laws of the State of Florida.

Section 2. That the terms and conditions of the employment of William E. Wilkins as City Manager of the City of Riviera Beach have been detailed in the Employment Contract which is made a part of this Resolution.

Section 3. That this Resolution shall take effect November 6, 2002.

PASSED and APPROVED this 6th day of November, 2002.

EMPLOYMENT CONTRACT – CITY MANAGER

THIS AGREEMENT made this 6th day of November, 2002, by and between the City of RIVIERA BEACH, State of Florida, duly organized and validly existing municipal corporation, (hereinafter referred to as "City"), and WILLIAM E. WILKINS, (hereinafter referred to as "Second Party").

WITNESSETH:

IN CONSIDERATION of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Second Party do mutually agree as follows:

1) Employment and Salary – The City shall employ Second Party as City Manager of the City of Riviera Beach, Florida pursuant to the Charter of the City of Riviera Beach for a period commencing on November 1, 2002 through October 31, 2005. This contract shall be renewed automatically for an additional three years unless either party notifies the other at least six (6) months prior to the end of the term that it does not wish to renew. Second Party shall remain in the exclusive employment of the City until termination of this agreement, and shall not become employed by any other employer until said termination. The term "employed", however, shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Riviera Beach. In the first year of this contract, beginning on November 1, 2002, the City shall pay Second Party an annual base salary of \$118,806, payable in installments at the same time other management employees of the City are paid. For each year thereafter, the Second Party shall receive an increase on the anniversary of the contract. In addition, the City may agree to increase salary and/or benefits of the City in such amounts and to such extent as the City may determine. The City may make such increase on the basis of an annual salary review of Second Party.. However, in the first year of

the contract, effective November 1, 2002, the City shall award Second Party a bonus of \$10,000. Thereafter a bonus may be made on a yearly basis as determined by the City. This contract shall continue on the same terms and conditions as to either party in accordance with Section 5 herein.

2) Serve at Pleasure – Second Party shall serve at the pleasure of the City Council of the City of Riviera Beach and, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services and employment of Second Party. Furthermore, nothing in this agreement shall prevent, limit or otherwise interfere with the right of Second Party to resign at any time from his position.

3) Responsibilities – Second Party shall be responsible only to the City Council and shall perform the duties of the City Manager set forth in the Riviera Beach City Charter, Florida Statutes, City Ordinances, and other applicable laws. Second Party shall have the authority and responsibility to direct and supervise the operation of the City and to appoint, employ and terminate the employment of such individuals as may be necessary for the proper and efficient operation of the City subject only to the requirements of the City Charter, Ordinances, State and Federal laws. In addition, neither the City Council, nor any of its members shall direct or request the appointment of any person to or removal from office by the City Manager or any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the service of the City of Riviera Beach. The City Council and its members shall communicate regarding Policy Issues with employees of the City solely through the City Manager, and neither the Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately, unless otherwise authorized by law.

4) Benefits – The City shall provide Second Party with all of the benefits accruing to City employees in administrative positions, except to the extent modified by this agreement.

5) Termination – This agreement may only be terminated by the City, in accordance with the procedure set forth in this section. The City may at any

time, terminate this agreement at its pleasure and without cause. If termination of employment occurs during the contract period, Second Party shall be entitled - to any time Second Party has left under the contract and all other accumulated employment benefits per City policy.

In the event the Second Party voluntarily resigns his position with the City before the expiration of the term of this agreement, Second Party shall provide the City with sixty (60) days written notice of said resignation. Upon receipt of such notice, the City at its option, may require Second Party to terminate his employment at an earlier date than set forth in the notice of resignation, provided that the City may not require Second Party to terminate his employment less than ten (10) days after receipt of said notice. In such event, the City's obligation shall be to pay Second Party for all time actually worked, as well as all remaining accrued employment benefits pursuant to City policy, plus accrued vacation and sick leave as provided in this agreement. All sums to be paid upon receipt of a final status report from Second Party which reasonably advises the City Council of the status of the City's departments and all major projects affecting the City.

6) Retirement – Second Party will participate as a member of the City Managed Retirement System.

7) Deferred Compensation – The City will pay Second Party annual deferred compensation in an amount equal to the maximum permitted by Law Said deferred compensation shall be paid to the Public Employees Benefit Services Corporation (PEBSCO) or other qualified 457 designated retirement fund designated by Second Party beginning November 1, 2002. Such payments shall be made on a bi-weekly basis or at such other pay periods as may be established by the City until the maximum annual contribution has been made. The City agrees to transfer ownership of said plan to succeeding employers upon Second Party resignation or discharge.

8) Insurance – The City will provide Second Party with individual and dependent medical and dental insurance coverage, paid in full, equivalent to such insurance generally provided to the City's Department Heads. Further, the City shall pay for a Long Term Disability policy which will pay Second Party sixty

percent (60%) of his compensation. The City will provide Second Party with Term Life Insurance, fully paid by the City, with a face value of \$160,000.00. Second Party acknowledges that the Long Term Disability and the Term Life Insurance policies referenced above were identified and obtained solely by the Second Party and the City is not responsible for the quality, quantity or adequacy of said policies.

9) Vacation – Second Party shall be entitled to twenty (20) days paid vacation annually, accrued and available on the first day of this contract. Any unused vacation days shall accrue to Second Party in accordance with City policy. Upon termination of this agreement, Second Party shall be paid for each vacation day accrued at his then current salary. Payment for said vacation days shall be made to Second Party regardless of the manner of termination of this agreement upon completion of the final status report referenced in section five (5) above.

10) Sick Days – Second Party shall be entitled to twelve (12) sick days per year accrued and available on the first day of this contract. Any unused sick days shall accrue to Second Party in accordance with City policy.

11) Transportation Allowance – The City shall pay Second Party the sum of five hundred dollars (\$500.00) per month for a transportation allowance. Second Party shall not seek, and is not entitled to reimbursement for vehicular travel within 150 miles of the City.

12) Cellular Telephone – The City shall provide Second Party with cellular telephone capacity in accordance with City policy.

13) Dues and Subscriptions – The City agrees to budget for and to pay for professional dues and subscriptions of Second Party necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

14) Professional Development – The City agrees to budget for and to pay for travel and subsistence expenses of Second Party for professional and

official travel, meetings, and occasions adequate to continue the professional development of Second Party and to adequately pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which Second Party serves as a member.

15) Evaluation – The City Council may initiate an evaluation of the City Manager's performance at any time during the contract. The evaluation may set forth findings of fact and future goals requested of the City Manager. The procedure may be established by the City Council. The results of the evaluation shall be given to Second Party and he shall be provided adequate opportunity to discuss the evaluation with the City Council. Said evaluation is not mandatory.

16) Indemnification of Employee – The City agrees, pursuant to Section 111.07, Florida Statutes, and Section 2-3, City of Riviera Beach Code, to provide reasonable attorney's fees and other expenses of litigation to defend any civil action rising from a complaint for damages or injuries suffered as a result of any act or omission of Second Party while serving as the City Manager arising out and in the scope of this employment or function as well as costs, disbursements claims, payments, judgements, or settlements, or settlements resulting from any lawsuit or claim, unless the case of a tort action he has been determined in final judgement to have caused the harm intentionally, in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard to human rights, safety, or property. In addition, the City agrees to provide reasonable attorney's fees and costs to defend criminal investigation or prosecution of Second Party while serving as the City Manager arising out of or in the scope of his employment. A reasonable fee should not exceed the amount the City pays for its attorneys, but in any case should not exceed \$300 per hour without prior approval of the City Council. Said indemnification provision to continue in effect after termination of employment.

17) Residency – During the period of this contract, Employee shall establish residency within the City, and shall remain a resident for the duration of this contract.

18) General Provision – The text of this document constitutes the entire agreement between the parties and may only be modified in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the date set for above.

THE CITY OF RIVIERA BEACH

BY: 
Michael D. Brown
Mayor

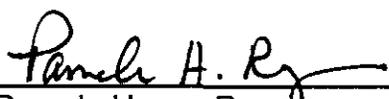

William E. Wilkins
City Manager

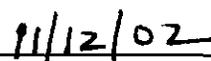
(MUNICIPAL SEAL)

ATTEST:


Carrie E. Ward
Master Municipal Clerk
City Clerk

Reviewed As To Legal Sufficiency


Pamala Hanna Ryan
City Attorney


Date

mem
11/12/02

RESOLUTION NO. 204-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$586,007.52 FOR THE REPLACEMENT OF WATER MAINS AND SEWER FORCE MAINS LOCATED FROM MILITARY TRAIL (SR #809) FROM 45TH STREET TO SOUTH OF MARTIN LUTHER KING BOULEVARD (SR #710); AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 403-0000-5350-6508.

WHEREAS, the Florida Department of Transportation is initiating the upgrade of Military Trail (SR #809) from 45th Street to south of Martin Luther King Boulevard (SR #710); and

WHEREAS, the Utilities Department has sanitary and potable water mains in this area and the utilities must be relocated as shown on design plans prepared and submitted by Calvin, Giordano & Associates; and

WHEREAS, the Florida Department of Transportation submitted a construction cost estimate in the amount of \$586,007.52 for the City's portion of the water main and sewer force mains relocation; and

WHEREAS, staff recommends that City Council approve payment to the Florida Department of Transportation for replacement of mains located at Military Trail (SR #809) from 45th Street to south of Martin Luther King Boulevard (SR #710).

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

Section 1: That the City Council hereby accepts the construction cost estimate submitted by the Florida Department of Transportation and approves said payment to the Florida Department of Transportation in the amount of \$586,007.52 for the replacement of water mains and sewer force mains.

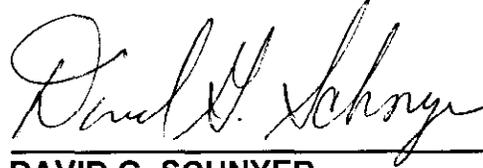
Section 2: The Mayor and Finance Director are authorized to make payment for same under Account No. 403-0000-5350-6508.

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

APPROVED:



MICHAEL D. BROWN
MAYOR

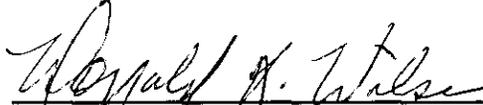


DAVID G. SCHNYER
CHAIRPERSON



SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

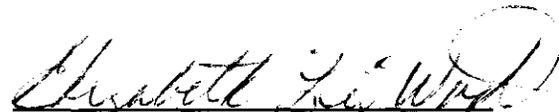


DONALD R. WILSON
COUNCILPERSON

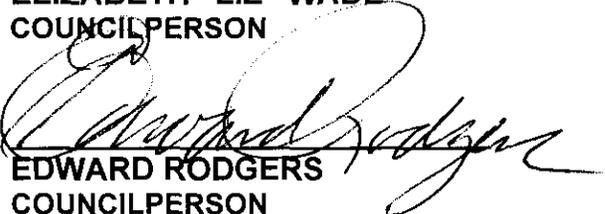
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

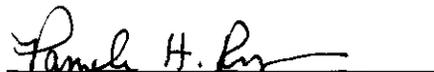
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA H. BY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10/30/02

SCHEDULE 2

BID/RFP NUMBER: 02700
Community Center

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: West Construction, Inc.
(NAME OF PRIME BIDDER)

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

a individual a corporation a partnership a joint venture

The undersigned is certified as an M/WBE.

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

Concrete work, carpentry and supervision for the project.

as the following price: \$ 315,000.00
(Amount must match subcontractor's quote)

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

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
_____	_____	_____
_____	_____	_____

0 % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

West Construction, Inc.
(NAME OF MINORITY CONTRACTOR)

Martha A. Morgan
(SIGNATURE OF MINORITY/WOMAN CONTRACTOR)
Martha A. Morgan, President

DATE: 12/12/02

Re: Community Center
Project No. 02700

CITY OF RIVIERA BEACH
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 of leases or 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 in excess of the threshold amount provided in S. 287.017 {F.S.} for CATEGORY TWO {\$10,000.00} for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

WEST CONSTRUCTION, INC.

Firm Name

Martha A. Morgan
Signature

Martha A. Morgan, President
Name & Title (Print or Type)

Dated: 12/11/02

Re: Community Center
Project No. 02700

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

WEST CONSTRUCTION, INC.

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

WEST CONSTRUCTION, INC.

By: Martha A. Morgan

Bidder's Signature

Martha A. Morgan, President

Date 12/11/02



600 SANDTREE DRIVE
SUITE 101
PALM BEACH GARDENS, FLORIDA 33403
TELEPHONE (561) 776-9001
FACSIMILE (561) 776-9605
www.calinc.com

Contract No.: 02700

Surety Bond No.: 929245376

Contractor Name: WEST CONSTRUCTION INC.

Surety Company: AMERICAN CASUALTY CO.
OF READING, PENNSYLVANIA

Address: 319-A WICKLINE BLVD.
LANTANA, FLORIDA 33462

Address: 2600 LUCIEN WAY, #130
MAITLAND, FLORIDA 32751

Phone Number: 561/588-2027

Phone Number: 407/919-2260

Owner Name: CITY OF RIVIERA BEACH

Project Name: RIVIERA BEACH COMMUNITY
CENTER

Address: 600 W. BLUE HERON BLVD
RIVIERA BEACH, FLORIDA 33404

Project Location: AVENUE "R" BETWEEN
28TH & 29TH STREET

Phone Number: 561/845-4060

Contract Amount: ONE MILLION FORTY SIX THOUSAND FIVE HUNDRED FIFTY AND 00/100-----
\$1,046,550.00

Description of Work: CONSTRUCTION OF THE RIVIERA BEACH COMMUNITY CENTER ON AVE. "R"

Legal Description of Project: SEE ATTACHED

This bond has been furnished to comply with requirements of F.S.A. 255.05. This bond is hereby amended such that all provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provision of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/payment bond(s) regardless of preprinted numbers on other pages issued in compliance with Florida Statute 255.05.

COMMUNITY CENTER

EXHIBIT "A"

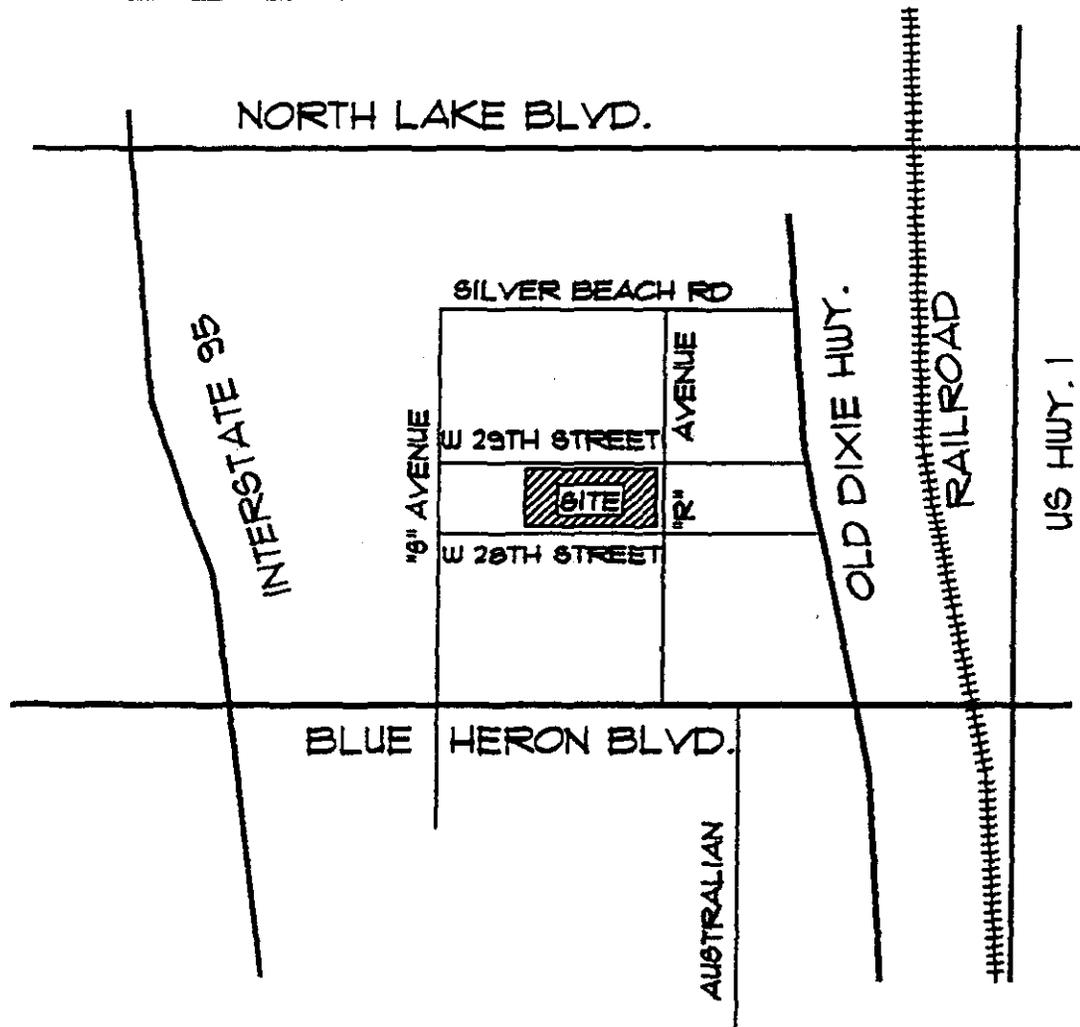
LEGAL DESCRIPTION:

LOTS 1 TO 7, INCLUSIVE, BLOCK 37, FIRST ACREHOME PARK ADDITION TO KELSEY CITY, LESS THE SOUTH 5 FEET OF LOTS 1 TO 7, INCLUSIVE, AND LESS THE EAST 10 FEET OF LOT 1, BLOCK 37, CONVEYED TO THE CITY OF RIVIERA BEACH IN OFFICIAL RECORD BOOK 2691, PAGE 1816, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 3, PAGE 34, AND PLAT BOOK 9, PAGE 44, AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FL.

(CONTAINS 0.82 ACRES, MORE OR LESS)



LOCATION MAP:



RIVIERA BEACH COMMUNITY CENTER

West 28th St. & West 29th St.
at Avenue 'R'
RIVIERA BEACH FL.

W ALL MEN BY THESE PRESENTS: that

WEST CONSTRUCTION, INC.

(Name of Contractor)

319-A WICKLINE BOULEVARD, LANTANA, FLORIDA 33462

(Address of Contractor)

a CORPORATION, hereinafter called Principal, and
(Corporation/Partnership/Individual)

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

(Name of Surety)

2600 LUCIEN WAY, SUITE 130, MAITLAND, FLORIDA 32751

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF RIVIERA BEACH

(Name of Owner)

600 WEST BLUE HERON BOULEVARD, RIVIERA BEACH, FLORIDA 33404

(Address of Owner)

hereinafter called OWNER, in the penal sum of ONE MILLION FOURTY SIX THOUSAND

FIVE HUNDRED FIFTY AND NO/00 Dollars, (\$1,046,550.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, truly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER dated the ____ day of _____, 19__, a copy of which is hereto attached and made a part hereof for the construction of:

RIVIERA BEACH COMMUNITY CENTER

PROJECT NO. 02700

CONSTRUCTION OF THE RIVIERA BEACH COMMUNITY CENTER AT AVENUE "R"

BETWEEN 28TH AND 29TH STREET, RIVIERA BEACH, FLORIDA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, ratifies and agrees that no change, extension of time, alteration or

in addition to the terms of the Contract or to WORK to be performed thereunder
of the SPECIFICATIONS accompanying the same shall in any way affect its
operation on this BOND, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the
Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the
CONTRACTOR shall abridge the right of any beneficiary hereunder, whose
claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts,
each one of which shall be deemed an original, this _____ day of
_____, 19__.

ATTEST:


(Principal) Secretary
DON E. WEST

(SEAL)


(Witness to Principal)

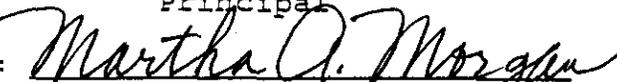
(Address)

319-A WICKLINE BOULEVARD
LANTANA, FL 33462-3162

WEST CONSTRUCTION, INC.

Principal

BY:


MARTHA A. MORGAN, PRESIDENT

319-A WICKLINE BOULEVARD

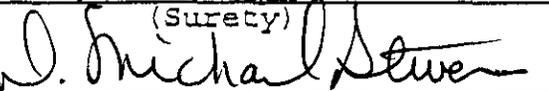
(Address)

LANTANA, FLORIDA 33462

AMERICAN CASUALTY OF
READING, PENNSYLVANIA

(Surety)

BY:



D. MICHAEL STEVENS

Attorney-in-Fact

600 SANDTREE DRIVE, SUITE 101

(Address)

PALM BEACH GARDENS, FLORIDA 33403

600 SANDTREE DRIVE, SUITE 101

(Address)

PALM BEACH GARDENS, FLORIDA 33403

NOTE:

Date of BOND must not be prior to date of CONTRACT. If
CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must appear on the
Treasury Department's most current list (Circular 570 as
amended) and be authorized to transact business in the
state where the PROJECT is located.

END OF SECTION

PAYMENT BOND

BOND NO. 929245376

ALL MEN BY THESE PRESENTS: that

WEST CONSTRUCTION, INC.

(Name of Contractor)

319-A WICKLINE BOULEVARD, LANTANA, FLORIDA 33462

(Address of Contractor)

a CORPORATION, hereinafter called Principal, and
(Corporation/Partnership/Individual)

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

(Name of Surety)

2600 LUCIEN WAY, SUITE 130, MAITLAND, FLORIDA 32751

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF RIVIERA BEACH

(Name of Owner)

600 WEST BLUE HERON BOULEVARD, RIVIERA BEACH, FLORIDA 33404

(Address of Owner)

hereinafter called OWNER, in the penal sum of ONE MILLION FOURTY SIX THOUSAND

FIVE HUNDRED FIFTY AND NO/100-----Dollars, (\$1,046,550.00-----) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, mly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER dated the ____ day of _____, 19__, a copy of which is hereto attached and made a part hereof for the construction of:

RIVIERA BEACH COMMUNITY CENTER

PROJECT NO. 02700

CONSTRUCTION OF THE RIVIERA BEACH COMMUNITY CENTER AT AVENUE "R"

BETWEEN 28TH AND 29TH STREET, RIVIERA BEACH, FLORIDA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to WORK to be performed thereunder

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Don A. Lambert, Jr., D. Michael Stevens, Lynn C. Lambert, Carleen A. Holmes, Individually

of Palm Beach Gardens, Florida

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

-- In Unlimited Amounts -- for any and all surety bonds and any and all consents required by the State Department of Transportation of the State of Florida, incident to the release of retained percentages and/or estimates on engineering and/or construction contracts.-

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 20th day of December, 2001.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Group Vice President

State of Illinois, County of Cook, ss:

On this 20th day of December, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2005

Diane Faulkner Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this _____ day of _____.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

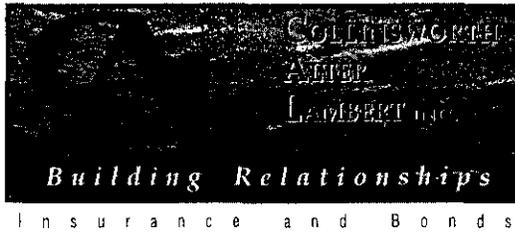
ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."



November 11, 2002

Mr. Benjamin Guy
Purchasing Director
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, Florida 33404

**Re: West Construction, Inc.
Riviera Beach Community Center
Project No. 02700**

Dear Mr. Guy:

This letter will serve as American Casualty Company of Reading, Pennsylvania's authority for the City of Riviera Beach to date the Performance Bonds, Payment Bonds and necessary Powers of Attorney for the above captioned project.

We acknowledge that this must be handled in this manner, as the necessary forms must be filed with the City of Riviera Beach prior to the physical execution of the contract.

Yours truly,

A handwritten signature in black ink that reads 'D. Michael Stevens'.

D. Michael Stevens
Attorney-in-Fact
American Casualty Company of Reading, Pennsylvania

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