

RESOLUTION NO. 221-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF ONE HUNDRED FIVE (105) SEMI-AUTOMATIC PISTOLS, AND ONE HUNDRED ONE (101) HOLSTERS AND ACCESSORIES, FROM LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG 2000) FUNDS, APPROVED AND ACCEPTED BY CITY COUNCIL BY RESOLUTION 218-00; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS OF \$38,010.00 TO GLOCK, INC., POST OFFICE BOX 369, SMYRNA, GEORGIA 30081; AND \$14,982.34 TO LAW ENFORCEMENT SUPPLY COMPANY, INC., 1814 BECK AVENUE, PANAMA CITY, FLORIDA 32405; FROM ACCOUNT NUMBER 136-0817-5290-6405, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approves the purchase of one hundred five (105) semi-automatic pistols from Glock, Inc., based on the testing, research, and evaluation of the Police Department's State Certified Firearms Instructors for the total cost of \$38,010.00 from Account Number 136-0817-5290-6405; and

WHEREAS, the City Council approves the purchase of holsters, and other accessories from Law Enforcement Supply Company, a State Contractor and approved vendor for a total cost of \$14,982.34.

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

Section 1: That City Council approves the purchase of one hundred five (105) semi-automatic pistols from Glock, Inc., Post Office Box 369, Smyrna, Georgia 30081, from Account Number 136-0817-5290-6405, a Local Law Enforcement Block Grant approved by Resolution 218-00 of the City Council of Riviera Beach.

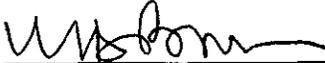
Section 2: That City Council approves the purchase of one hundred one (101) holsters and accessories from Law Enforcement Supply Company, Inc., Panama City, Florida, for a total cost of \$14,982.34, from Account Number 136-0817-5290-6405, a Local Law Enforcement Block Grant approved by Resolution 218-00 of the City Council of Riviera Beach.

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PAGE 2.

Section 3: That the Mayor and Finance Director are authorized to make payments of \$38,010.00, payable to Glock, Inc., and \$14,982.34 payable to Law Enforcement Supply Company, from Account Number 136-0817-5290-6405, respectively.

PASSED and ADOPTED this 19th **day of** November, 2001.

APPROVED:

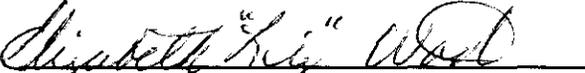

MICHAEL D. BROWN
MAYOR


EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)


DAVID G. SCHNYER, CHAIR PRO-TEM

DONALD R. WILSON

SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE absent

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/14/01

RESOLUTION NO. 222-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE EXPENDITURE OF \$1,259,296 FOR THE CONSTRUCTION OF THE NORTHWEST COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; EXTENDING THE COMPLETION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into an agreement with the City of Riviera Beach in November of 1997 with subsequent amendments in 2000 and 2001 for the acquisition and construction of a community center; and

WHEREAS, the original funding for the community center totaled \$619,296 was insufficient to accommodate a construction bid of \$1,138,000 and to proceed to construction; and

WHEREAS, the Board of County Commissioners approved an additional request from the City of Riviera Beach to reallocate \$640,000 from Bicentennial 2Park for the development and construction of the community center; and

WHEREAS, both parties agree to increase the funding allocated to the project from \$619,296 to \$1,259,296 and extend the project completion date from September 30, 2001 until December 31, 2002; and

WHEREAS, both parties also mutually agree that the original agreement entered into November 18, 1997 with subsequent amendments is hereby amended.

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

Section 1. The above recitations are true and incorporated herein that the City Council approves an amendment to the original agreement between the City and the County increasing the funding from \$619,296 to \$1,259,296.

Section 2. That City Council approves extending the project completion date from September 30, 2001 until December 31, 2002.

Section 3. The Mayor and City Clerk be authorized to execute the amendment to the agreement.

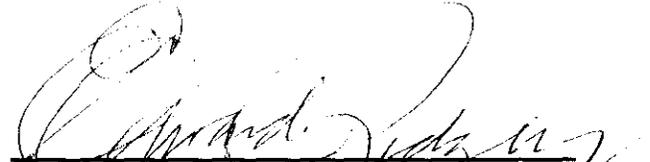
Section 4. This Resolution shall take effect upon its passage.

PASSED AND APPROVED this 19th day of November, 2001

APPROVED:



MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}



DAVID G. SCHNYER, CHAIR PRO-TEM

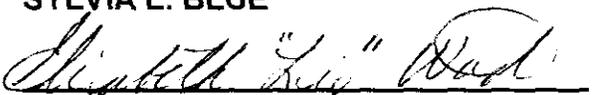


DONALD R. WILSON

ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK

SYLVIA L. BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By: D. Wilson
Seconded By: D. Schnyer

E. Rodgers: aye
D. Schnyer: aye
D. Wilson: aye
S. Blue: absent
E. Wade: aye

Reviewed as to Legal Sufficiency

City Attorney
City of Riviera Beach

Date: _____

AMENDMENT 004 TO THE AGREEMENT
WITH
THE CITY OF RIVIERA BEACH

RECEIVED
JAN 25 2002
COMMUNITY DEVELOPMENT
DEPARTMENT

R2002 0057

Amendment 004 entered into this ___ day of JAN 08 2002, 20___ by and between Palm Beach County and the City of Riviera Beach.

WITNESSETH:

WHEREAS, Palm Beach County entered into an agreement with the City of Riviera Beach, on November 18, 1997, approved by Document R97-2029D, as amended on January 12, 1999, by document R99-66D, as amended on January 19, 2000, by document R2000-0320, and as amended on February 27, 2001, by Document R 2001-0304, to provide \$619,296 of Community Development Block Grant funds for land acquisition and construction of a community center in the City of Riviera Beach.

WHEREAS, the parties wish to extend the project completion date, increase the funding allocated to the project, and modify the terms of the agreement, and

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

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

Substitute "\$1,259,296" for "\$619,296", substitute "December 31, 2002" for "September 30, 2001", and add the following at the end of the paragraph: "The parties recognize that the afore stated sum of \$1,259,296 consists of \$619,296 in Community Development Block Grant funds, and \$640,000 in 1999 General Obligation \$25M Recreation and Cultural Facilities General Obligation Bond funds".

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

Substitute "December 31, 2002" for "September 30, 2001".

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

Delete the contents of this section and replace them with: "The time frame for completion of the outlined activities shall be December 31, 2002".

D. Exhibit A - Section I.I - Use of The Project Facility:

Modify the title of this section to: "Use, Operation, and Maintenance of the Project Facility", and add the following after subsection I.I.c: "Furthermore, the Municipality agrees in regard to the operation and maintenance of the facility whose improvements are being funded in part or in whole by 1999 General Obligation \$25M Recreation and Cultural Facilities General Obligation Bond funds as provided by this Agreement, that for a period of thirty (30) years from the execution of this amendment, the Municipality shall operate and maintain the facility for its intended use by the general public, and shall maintain the facility in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use".

**AMENDMENT 004 TO THE AGREEMENT WITH
THE CITY OF RIVIERA BEACH**

E. Exhibit A - Section II.A:

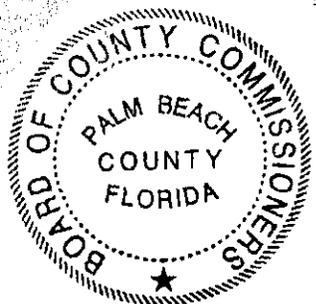
Substitute "\$1,259,296" for "\$619,296".

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

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



(COUNTY SEAL)



ATTEST: Dorothy H. Wilken, Clerk
Board of County Commissioners

By: *Dorothy H. Wilken*
Deputy Clerk

Approved as to Form and
Legal Sufficiency

By: *Tammy K. Fields*
Tammy K. Fields
Assistant County Attorney

CITY OF RIVIERA BEACH

BY: *Michael Brown*
Michael Brown, Mayor

BY: *Carrie E. Ward* 11/19/01
Carrie E. Ward, City Clerk

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

BOARD OF COUNTY COMMISSIONERS

By: *Warren M. Newell*
Warren M. Newell, Chairman
Board of County Commissioners

Document No.: R2002 0057 JAN 08 2002

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

By: *Amin Houry*
Amin Houry, Manager
Housing and Capital Improvements

RESOLUTION NO. 223-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE FINANCING RECOMMENDATION OF PUBLIC FINANCIAL MANAGEMENT ON THE TERM LOAN/NOTE TO FUND SIDEWALKS AND BUILDING IMPROVEMENT PROJECTS AND THE REFINANCING OF THE PUBLIC UTILITY REVENUE NOTES, SERIES 1997, AWARDING THE LOANS TO FIRST UNION NATIONAL BANK OF FLORIDA AND APPROVING APPROXIMATELY \$5.2 MILLION FOR THE LOANS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, in its June 2001 meeting the City Council authorized a loan of up to \$5 million for proposed capital projects; and

WHEREAS, our current budget funds a \$3 million capital project loan, and due to favorable interest rates, it is recommended that we refinance our \$2 million Public Utility Revenue Notes at this time.

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

SECTION 1. That the City Council accepts the recommendation of the City's Financial Advisors, Public Financial Management, to select First Union National Bank of Florida to provide financing for both the refinancing of our outstanding Public Utility Revenue Notes, Series 1997 and the loan to fund the City's Sidewalk and Building Improvement Projects.

SECTION 2. That the City Council makes the award to First Union National Bank of Florida.

SECTION 3. That the City Council approves approximately \$5.2 million for the Sidewalk and Building Improvement Projects and refinancing of Public Utility Revenue Notes, Series 1997.

SECTION 4. That this resolution supersedes resolution number 109-01.

SECTION 5. This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19th day of November, 2001.

APPROVED:

[Signature]
MICHAEL BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]
DAVID SCHNYER, CHAIR PRO-TEM

ATTEST:

[Signature]
DONALD R. WILSON

[Signature]
SYLVIA LEE BLUE

[Signature]
CARRIE E. WARD, CMC/AE
CITY CLERK

[Signature]
ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE absent

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/14/01

BY: _____
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 223-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE FINANCING RECOMMENDATION OF PUBLIC FINANCIAL MANAGEMENT ON THE TERM LOAN/NOTE TO FUND SIDEWALKS AND BUILDING IMPROVEMENT PROJECTS AND THE REFINANCING OF THE PUBLIC UTILITY REVENUE NOTES, SERIES 1997, AWARDING THE LOANS TO FIRST UNION NATIONAL BANK OF FLORIDA AND APPROVING APPROXIMATELY \$5.2 MILLION FOR THE LOANS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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SECTION 4. That this resolution supersedes resolution number 109-01.

SECTION 5. This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19th day of November, 2001.

APPROVED:

[Signature]
MICHAEL BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]
DAVID SCHNYER, CHAIR PRO-TEM

ATTEST:

[Signature]
DONALD R. WILSON

[Signature]
SYLVIA LEE BLUE

[Signature]
CARRIE E. WARD, CMC/AE
CITY CLERK

[Signature]
ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE absent

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/14/01

BY: _____
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 224-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE APPOINTMENT OF BOND COUNSEL, MORRIS G. (SKIP) MILLER, AT A FEE OF \$7,500 TO REPRESENT THE CITY OF RIVIERA BEACH IN CONNECTION WITH THE PROPOSED ISSUANCE OF TAX EXEMPT LOANS.

WHEREAS, the City Council has authorized the issuance of \$5.2 million tax exempt loan, and

WHEREAS, it is necessary to appoint bond counsel to provide legal services on the loan.

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

SECTION 1. That the City Council appoint Morris G. (Skip) Miller from the firm of Adorno & Zeder to serve as bond counsel at a fee of \$7,500 to the City of Riviera Beach in connection with the financing of additional capital improvements and the refinancing of the City's outstanding Public Utility Revenue Notes, Series 1997.

SECTION 2. Authorizing the Mayor and Finance Director to make payment for same from account number 201-0000-519-0-7302.

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

PASSED AND APPROVED this 19th day of November, 2001.

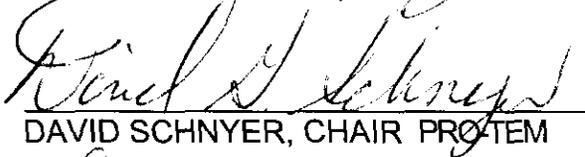
RESOLUTION NO. 224-01
PAGE 2

APPROVED:

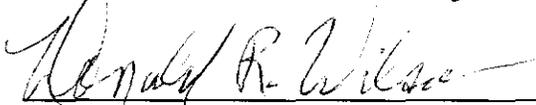

MICHAEL BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

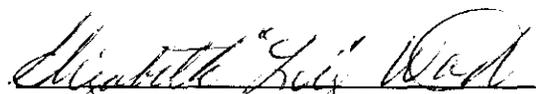
(MUNICIPAL SEAL)


DAVID SCHNYER, CHAIR PRO TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK

SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE absent

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/14/07

BY: _____
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 225-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RELEASING TO THE STATE OF FLORIDA ITS INTEREST IN THE SUBMERGED LAND IMMEDIATELY EAST OF THE ABANDONED OLD SLIP ROAD RIGHT OF WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, per Ordinance No. 2842 the City abandoned the 56 feet of Old Slip Road right of way on December 15, 1999; and

WHEREAS, per Resolution No. 199-99 the City transferred fee simple title of that portion of the abandoned Old Slip Road right of way lying twenty two (22) feet south of the centerline of the abandoned Old Slip Road right of way to J.S. Family Holdings, Inc.; and

WHEREAS, J.S. Family Holdings, Inc. has requested the City of Riviera Beach release to the State of Florida by Quit Claim deed its interest in the submerged land immediately east of the abandoned Old Slip Road right of way as described in Exhibit "A" and Exhibit "B"; and

WHEREAS, the City of Riviera Beach finds that the ownership of that portion of submerged lands is not necessary for City purposes; and

WHEREAS, the City is desirous of encouraging the expansion of businesses in the City to support the positive redevelopment of the City's waterfront within the CRA; and

WHEREAS, utilization of the submerged lands east of the abandoned Old Slip Road right of way by the J. S. Family Holdings, Inc. marine related business will ultimately be of economic benefit to the City of Riviera Beach; and

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

Section 1. The City Council hereby authorizes the Mayor and City Clerk to execute a Quitclaim deed to release to the State of Florida its interest in the submerged land located immediately east of the abandoned Old Slip Road right of way as described in Exhibit "A" and Exhibit "B".

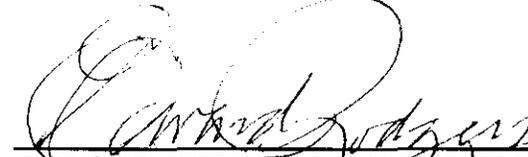
Section 2. This resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 19th day of November 2001.

APPROVED:


MICHAEL D. BROWN, MAYOR

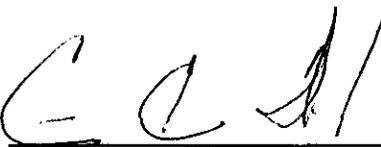
[MUNICIPAL SEAL]


EDWARD RODGERS, CHAIRPERSON


DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK

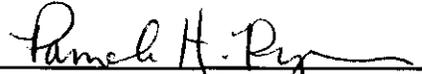
SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer
SECONDED BY: D. Wilson

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

REVIEWED AS TO LEGAL SUFFICIENCY


Pamela H. Ryan
City Attorney
City of Riviera Beach

Date 11/14/01

RECEIVED

OCT 22 2001

QUIT-CLAIM DEED

COMMUNITY DEVELOPMENT
DEPARTMENT

This Instrument Prepared By and Return to:

Name: Lawrence W. Smith, Esquire
Address: Gary, Dytrych & Ryan, P.A.
701 U.S. Highway One, Suite 402
North Palm Beach, FL 33408

Property Appraisers Parcel Identification (Folio) Number(s):

Federal I.D. No. of Grantee:

Grantee(s) S.S. #(s):

-----SPACE ABOVE THIS LINE FOR PROCESSING DATA-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

This Quit-Claim Deed, Executed this 19 day of November, 2001, by

THE CITY OF RIVIERA BEACH, a political subdivision of the State of Florida, hereinafter called Grantor, to THE STATE OF FLORIDA, hereinafter called Grantee

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said Grantor, for and in consideration of the sum of Ten \$10.00 Dollars, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See Exhibits "A" and "B" attached hereto and incorporated herein.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

In Witness Whereof, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

CITY OF RIVIERA BEACH

EXHIBIT "A"

Commencing at the intersection of the centerline of Avenue "C" and the westerly projection of the South line of Lot 8, Block 11, Inlet Grove, according to the Plat thereof recorded in Plat Book 8, Page 14, Public Records of Palm Beach County, Florida; thence South $87^{\circ}22'12''$ East, along said westerly projection and along said South line of Lot 8, Block 11, a distance of 380.00 feet to a point in the high water line on the westerly shore line of Lake Worth, said point being the northeast corner (northwest corner) and point of beginning of the herein described parcel of submerged land; thence continue South $87^{\circ}22'12''$ East, along the easterly projection of said Lot 8, Block 11, a distance of 151.21 feet to a point in the City of Riviera Beach Bulkhead Line Ordinance 691, recorded in Plat Book 28, Pages 95 and 96, Public Records of Palm Beach County, Florida; thence South $3^{\circ}56'02''$ East, along said City of Riviera Beach Bulkhead Line, a distance of 50.33 feet to a line 50 feet south of (when measured at right angles) and parallel to the South Line of said Lot 8, Block 11, Inlet Grove; thence North $87^{\circ}22'12''$ West, along the said parallel line, a distance of 160.02 feet to a point in the aforesaid high water line on the westerly shore of Lake Worth; thence North $6^{\circ}07'48''$ East, along said high water line, a distance of 50.09 feet to the Point of Beginning;

Containing 0.178 acres, more or less.

EXHIBIT "B"

Commencing at the intersection of the centerline of Avenue "C" and the westerly projection of the South line of Lot 8, Block 11, Inlet Grove, according to the Plat thereof recorded in Plat Book 8, Page 14, Public Records of Palm Beach County, Florida; thence South $87^{\circ}22'12''$ East, along said westerly projection and along said South line of Lot 8, Block 11, a distance of 531.21 feet to a point in the City of Riviera Beach Bulkhead Line Ordinance 691, recorded in Plat Book 28, Pages 95 and 96, Public Records of Palm Beach County, Florida, said point being the northwest corner and point of beginning of the herein described parcel of submerged land; thence continue South $87^{\circ}22'12''$ East a distance of 392.73 feet to a point at the northeast corner of a submerged lease parcel to the City of Riviera described in O.R.B. 2762, Page 1418; thence South $01^{\circ}12'42''$ East, along the eastern limits of said lease parcel a distance of 50.11 feet to a line 50 feet south of (when measured at right angles) and parallel to the South Line of said Lot 8, Block 11, Inlet Grove; thence North $87^{\circ}22'12''$ West, along said parallel line a distance of 390.33 feet to a point on said City of Riviera Beach Bulkhead line Ordinance 691; thence North $03^{\circ}56'05''$ West along said Bulkhead line a distance of 50.33 feet to the point of beginning.

Containing 0.45 acres, more or less.

RESOLUTION NO. 226-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY FOR PARTIAL FUNDING OF THE ELEMENTARY SCHOOL ACADEMIC SUMMER CAMP HELD AT WASHINGTON ELEMENTARY SCHOOL JUNE 11 – JULY 20, 2001; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ACCEPT FUNDS FROM COUNTY COMMISSIONER ADDIE L. GREENE'S RECREATION ASSISTANCE ACCOUNT AND DEPOSIT INTO ACCOUNT NO. 134-00-366900; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council approved an Academic Summer Camp for elementary school students to be held June 11 – July 20, 2001 at Washington Elementary School; and

WHEREAS, District Seven County Commissioner Addie L. Greene agreed to provide partial funding for the summer camp in the amount of \$15,000.

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 Mayor and City Clerk are authorized to enter into a funding agreement with Palm Beach County for partial funding of the Academic Summer Camp for elementary school students.

SECTION 2: That the Mayor and Finance Director ~~is~~ ^{are} authorized to accept funds from Palm Beach County in the amount of \$15,000. *are*

SECTION 3: That the reimbursement funds are to be deposited into account no. 134-00-366900.

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

PASSED AND APPROVED THIS 19th day of November, 2001.

APPROVED:

[Signature]
MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

[Signature]
EDWARD RODGERS, CHAIRPERSON

[Signature]
DAVID G. SCHNYER, PRO-TEM

[Signature]
DONALD R. WILSON

SYLVIA LEE BLUE

ATTEST:
[Signature]
CARRIE E. WARD, CMC/AAE
CITY CLERK

[Signature]
ELIZABETH K. WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE absent

E. WADE out

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 11/19/01

RESOLUTION NO. 227-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PLACEMENT OF DENTAL INSURANCE COVERAGE WITH METROPOLITAN LIFE INSURANCE COMPANY, 4902 EISENHOWER WAY, SUITE 200, TAMPA, FLORIDA AND LIFE INSURANCE COVERAGE WITH UNUM PROVIDENT CORPORATION, 1571 SAWGRASS CORPORATION PARKWAY, SUITE 100, SUNRISE, FLORIDA, TO PROVIDE DENTAL AND LIFE INSURANCE RESPECTIVELY FOR CITY EMPLOYEES FOR THE POLICY YEAR 2001-2002 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS DEPARTMENTAL ACCOUNTS 1403 IN THE ESTIMATED AMOUNT OF \$179,074 FOR DENTAL INSURANCE AND VARIOUS DEPARTMENTAL ACCOUNTS 1404 IN THE ESTIMATED AMOUNT OF \$41,317 FOR LIFE INSURANCE.

WHEREAS, the City of Riviera Beach is in need of renewing its Dental and Life Insurance, and

WHEREAS, the City bided the coverage for the Dental and Life Insurance in October 2001, and

WHEREAS, staff recommends placing the City's Dental Insurance Coverage with Metropolitan Life Insurance Company, and

WHEREAS, staff recommends placing the City's Life Insurance coverage with UNUM Provident Corporation.

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 is hereby authorized to bind coverage for the City of Riviera Beach for Dental and Life Insurance.

SECTION 2. That the Finance Director is authorized to make payment for the Dental Insurance from various Departmental Accounts 1403.

SECTION 3. That the Finance Director is authorized to make payment for the Life Insurance from various Departmental Accounts 1404.

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

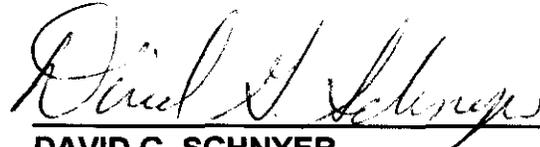
APPROVED:



MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON



DAVID G. SCHNYER
CHAIRPERSON PRO TEM

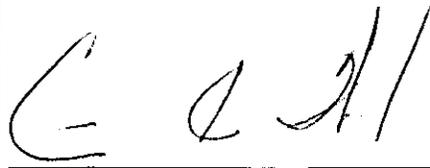


DONALD R. WILSON

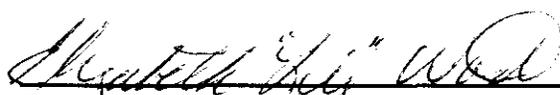
(MUNICIPAL SEAL)

ATTEST :

SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AEE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS	<u>aye</u>
D. SCHNYER	<u>aye</u>
D. WILSON	<u>aye</u>
S. BLUE	<u>absent</u>
E. WADE	<u>aye</u>

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 11/15/01

RESOLUTION NO. 228-01

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 GRANTOR TRUST AGREEMENT TO PROVIDE AN EXCESS BENEFIT PLAN FOR PARTICIPANTS IN THE GENERAL EMPLOYEES PENSION PLAN.

WHEREAS, the City established an Excess Benefit Plan for the benefit of the participants of the General Employees Pension Plan whose accumulated benefits exceed the amounts permitted for qualified retirement plans under Section 415 and 401(a)(17), Internal Revenue Code; and

WHEREAS, the General Employees Pension Board is qualified to manage the Excess Benefit Plan on behalf of the City and the participants; and,

WHEREAS, this Grantor Trust Agreement is necessary and appropriate to establish the rights and obligations of the parties and beneficiaries of this Agreement;

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

SECTION 1. That the Mayor and City Clerk are authorized to execute a Grantor Trust Agreement to provide an excess Benefit Plan for participants in the General Employees Pension Plan.

SECTION 2. That the Interim Finance Director is authorized to make payment from Account No. 001-0203-5190-1402.

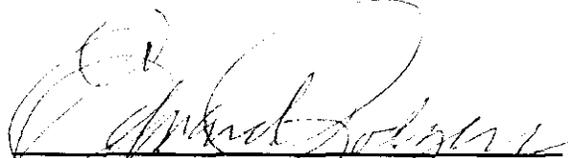
SECTION 3. Copy of Grantor Trust Agreement is attached hereto and made part thereof.

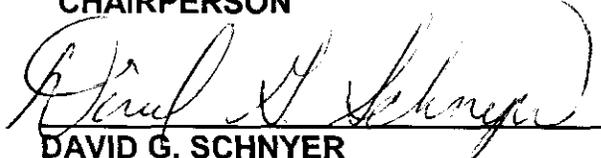
SECTION 4. This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this 19th day of November, 2001.

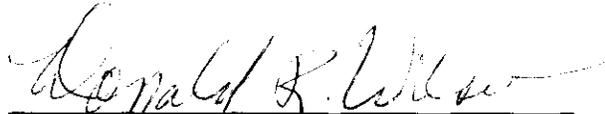
APPROVED:


MICHAEL D. BROWN
MAYOR


EDWARD RODGERS
CHAIRPERSON


DAVID G. SCHNYER
CHAIRPERSON PRO TEM

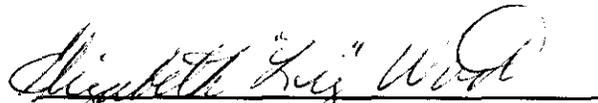
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK

SYLVIA L. BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned by: D. Schnyer

Seconded by: D. Wilson

E. RODGERS aye

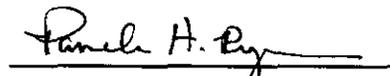
D. SCHNYER aye

D. WILSON aye

S. BLUE absent

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 11/16/01

GRANTOR TRUST

**CITY OF RIVIERA BEACH GENERAL EMPLOYEES
EXCESS BENEFIT PLAN**

THIS AGREEMENT made this **24th** day of **September**, 2001, by and between the **CITY OF RIVIERA BEACH, FLORIDA** (hereinafter called City) and the **BOARD OF TRUSTEES OF THE CITY OF RIVIERA BEACH GENERAL EMPLOYEES RETIREMENT PLAN** (hereinafter called Board or GE Plan) for the purposes of establishing a trust agreement for the management of the **CITY OF RIVIERA BEACH GENERAL EMPLOYEES EXCESS BENEFIT PLAN** (hereinafter called Excess Benefit Plan):

W I T N E S S E T H

WHEREAS, the City has established an Excess Benefit Plan for the benefit of the participants of the GE Plan whose accumulated benefits exceed the amounts permitted for qualified retirement plans under Sections 415 and 401(a)(17), Internal Revenue Code (hereinafter IRC or Code); and

WHEREAS, the Board is best qualified to manage the Excess Benefit Plan on behalf of the City and the participants; and

WHEREAS, this Trust Agreement is necessary and appropriate to establish the rights and obligations of the parties and beneficiaries of this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Establishment of the Excess Benefit Plan; Purpose

The Excess Benefit is established as a non-qualified, public employee excess benefit plan pursuant to Section 415 of the Internal Revenue and the Riviera Beach City Code. The purpose of the Plan is to pay GE Plan participants whose benefits exceed the amounts permitted by Sections 415 and 401(a)(17), IRC the difference between the amount of the accrued benefit and the maximum permitted to be paid from the GE Plan.

Section 2. Appointment of the Trustee

Pursuant to the City Code, the Board is hereby appointed as the Trustee of the Excess Benefit Plan. By its signature on this agreement, through the authorized officers, the Board accepts appointment as the Trustee. The Trustee shall have all of the powers exercised by it in the management of the GE Plan, together with such other powers as are provided by state or federal law. The Trustee shall manage the Excess Benefit Plan for the exclusive use and benefit of the participants and shall be the named fiduciary as provided by Florida Statutes, Section 112.656.

Section 3. Duties of the Trustee; Contributions to the Excess Benefit Plan

The Trustee shall be responsible for the timely collection of the annual payment from the City for deposit in the Excess Benefit Plan. The Trustee shall determine the

amount due on an individual and aggregate basis, in consultation with the actuary for the GE Plan, together with such sums as are necessary for the administration of the Excess Benefit Plan. The amount due shall be reported to the City which shall annually deposit in the Excess Benefit Plan the sum determined by the Trustee to be due. The payment for each fiscal year shall be made no later than by the September 10th which precedes each fiscal year, except the payment for the Excess Benefit Plan's first year shall be paid by November 1, 2001. The amount paid to the Excess Benefit Plan shall reduce the City's payment of normal cost to the GE Plan in the amounts determined by the actuary for the GE Plan. Should the amounts reported to the City prove inadequate due to the number of retirements, or the Plan's administrative expenses, the Trustee shall promptly report the shortfall to the City, which shall, within 45 days, pay to the Excess Benefit Plan the additional amounts required.

The Trustee shall deposit the City contribution in a separate investment pool from the assets of the GE Plan. The assets may be managed by an investment advisor selected by the Trustee. The Trustee shall adopt an investment policy for the management of the City contribution consistent with the requirements of Florida Statutes, Section 112.161, taking into account the need for the cash flow requirements of the Excess Benefit Plan and the preservation of capital.

Section 4. Payments to Participants

The Trustee shall pay benefits to participants monthly at the same time as

benefits are paid by the GE Plan. The GE Plan shall pay the maximum amount of a participant's benefits permitted under Section 415, IRC and the remainder of the Participant's benefit for that month shall be paid by the Excess Benefit Plan.

Section 5. Reporting of Income

The Trustee shall annually provide participants of the Excess Benefit Plan with a timely and proper tax reporting form. This form shall be separate from and in addition to any tax reporting form received from the GE Plan.

Section 6. Custodial and investment accounts

The Trustee shall establish such custodial and investment accounts as are necessary for the management of the Excess Benefit Plan. The cost of such accounts shall be borne by the City, but may be offset by any short-term investment return on the Excess Benefit Plan.

Section 7. Accounting; Legal Services; Administrative Expenses

The Trustee shall cause an annual accounting of the Excess Benefit Plan to be made, contemporaneous with the audit of the GE Plan. The Trustee may employ the same auditor as the GE Plan, provided, however, that the cost of the audit may not be paid from GE Plan funds. The Trustee may employ such legal, consulting, clerical and

administrative services as may be necessary in the management of the Excess Benefit Plan. The cost of the services and the Excess Benefit Plan's share of trustee educational expenses, as determined by the trustees, shall be paid by the City to the Trustee.

Section 8. Spendthrift Provisions; Reversion of Assets

The assets of the Excess Benefit Plan shall be exempt from claims of creditors, loan, pledge, or any legal process except for a valid tax lien from the Internal Revenue Service and the payment of alimony or child support as required by a valid court order. No portion of the assets shall inure to the benefit of the City, unless in the case of a valid plan termination, all obligations to members and beneficiaries and all expenses of the Excess Benefit Plan have first been satisfied.

Section 9. Compliance with the Internal Revenue Code.

It is the intention of the parties that Excess Benefit Plan be managed at all times as required by the provisions of the Internal Revenue Code.

Section 10 Amendment

This agreement shall only be amended in writing and executed by the parties in the same manner as the original agreement.

Section 11. Authority to enter into the Agreement

Each party warrants that it has the authority and legal capacity to enter into this trust agreement.

EXECUTED AT RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ON THE DAY AND DATE SET FORTH ABOVE.

CITY OF RIVIERA BEACH

BOARD OF TRUSTEES

BY: 
MICHAEL D. BROWN
MAYOR

BY: 

(MUNICIPAL SEAL)

ATTEST:

 11/19/01
CARRIE E. WARD, CMC/AAE
CITY CLERK

REVIEWED FOR LEGAL SUFFICIENCY


COUNSELOR
CITY OF RIVIERA BEACH

DATE: 11/16/01

RESOLUTION NO. 229-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING TRANSFER OF SAND FROM THE MUNICIPAL BEACH PER REQUEST FROM PALM BEACH COUNTY FOR THE PURPOSES OF DUNE RESTORATION BETWEEN THE WATERGLADES CONDOMINIUM AND CAPRI CONDOMINIUM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County has an active shoreline protection program and has appropriated funds for dune enhancement and restoration; and

WHEREAS, the County desires to enhance the dune between the Waterglades Condominium and Capri Condominium within the City limits; and

WHEREAS, the County seeks City's approval to use the excess sand at the Municipal Beach for said dune restoration at no costs to the City.

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

SECTION 1. The Palm Beach County is authorized to use up to 10,000 cubic yards of excess sand from the Municipal Beach for dune restoration between the Waterglades Condominium and Capri Condominium within the City limits.

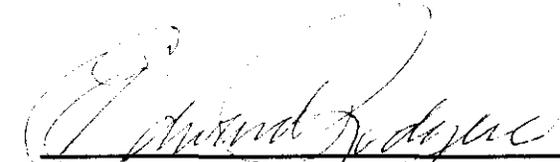
SECTION 2. The Palm Beach County shall bear all costs associated with this sand transfer.

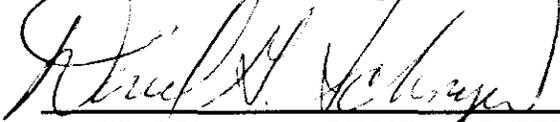
SECTION 3. That this resolution shall take effect upon its passage.

PASSED AND APPROVED this 19th day of November, 2001

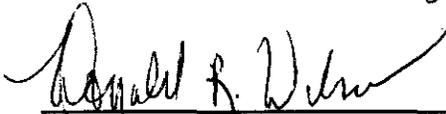
APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON


DAVID SCHNYER, CHAIR PRO-TEM

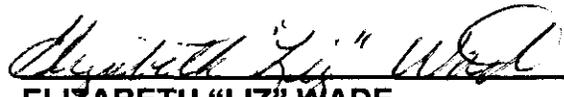
{MUNICIPAL SEAL}


DONALD R. WILSON

SYLVIA LEE BLUE

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By D. Wilson

Seconded By E. Wade

- E. Rodgers aye
- D. Schnyer aye
- D. Wilson aye
- S. Blue absent
- L. Wade aye

Reviewed as to Legal Sufficiency

City Attorney
City of Riviera Beach

Date: _____

RESOLUTION NO. 230-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL OF HORIZON'S EDGE CASINO CRUISES, LLC AS IT RELATES TO REQUEST FOR PROPOSAL NO. 04401, AND AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH HORIZON'S EDGE CASINO CRUISES, LLC TO OPERATE AN INTERNATIONAL WATER GAMING CRUISE SHIP FROM THE CITY OF RIVIERA BEACH MUNICIPAL MARINA.

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 proposal of Horizon's Edge Casino Cruises, LLC as it relates to Request for Proposal No. 04401.

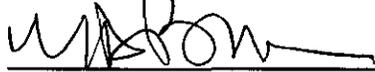
SECTION 2. That the City Council authorizes staff to negotiate an agreement with Horizon's Edge Casino Cruises, LLC to operate an international water gaming cruise ship from the City of Riviera Beach Municipal Marina, which shall be substantially the same as the draft agreement attached hereto.

SECTION 3. That the Mayor and City Clerk are hereby authorized to execute the final agreement on behalf of the City of Riviera Beach, Florida.

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

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

APPROVED:



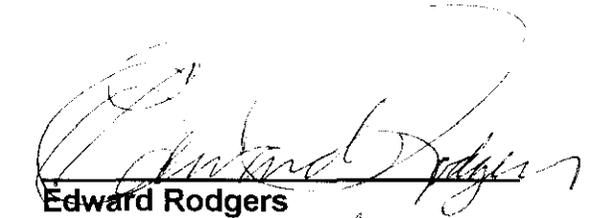
Michael Brown
Mayor

Attest:

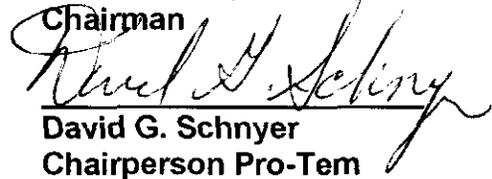
[Municipal Seal]



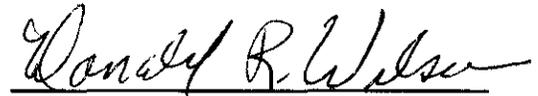
Carrie E. Ward, CMC/AAE
City Clerk



Edward Rodgers
Chairman

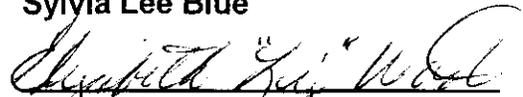


David G. Schnyer
Chairperson Pro-Tem



Donald R. Wilson

Sylvia Lee Blue



Elizabeth "Liz" Wade
Council Members

Motioned by: D. Wilson

Seconded by: E. Wade

E. Rodgers aye

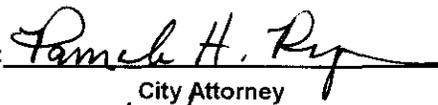
D. Schnyer aye

E. Wade aye

S. Blue absent

D. Wilson aye

Approved as to legal sufficiency

By: 
City Attorney

Date: 11/19/01

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of this 3 day of December, 2001, by and between Horizon's Edge Casino Cruises, LLC, a Massachusetts (the "Company"), and the CITY OF RIVIERA BEACH, a municipality existing under the laws of the State of Florida (the "City").

WITNESSETH

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

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

WHEREAS, the Company was selected by the City from the proposals submitted to the City to base its operation of an international day-cruise gaming ship at the Marina; and

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

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

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

2. Purpose and Scope of Services. The City hereby leases to the Company the Premises (as defined below) for the Term of this Agreement (as defined below) solely for use by the Company as the home port for its international day-cruise gaming vessel operation (the "Company's Business"). The Company shall provide the scope of services as outlined in the City's RFP No. 04401, a copy of which is attached hereto as Exhibit B.

3. Term. The term of this Agreement shall be for the period beginning on the date hereof ("Effective Date") and terminating November 18, 2002, unless sooner terminated in accordance with the terms of this Agreement ("Term").

4. Premises. The premises hereby leased by the City to the Company for the Term are bounded as shown on Exhibit C in the area known as the north space dock of the City's Marina property (such leasehold area constituting approximately 160 feet of concrete dock) and

a space located at Newcomb Hall, suite A, 180 E. 13th Street, Riviera Beach, said space to contain a minimal office facility. Such area is herein sometimes referred to as the "Premises." As lessee, the Company shall be entitled to utilize the Premises for the purpose of berthing and serving a vessel engaged in the business of cruising beyond the territorial waters of the State of Florida for purposes of conducting a gaming and related entertainment business (the "Vessel"), in compliance with all applicable laws and regulations. The Company has the exclusive right to operate the business of an international water gaming cruise ship from the Marina, but no right or option to operate any gaming business at any time with the City's Marina property or otherwise in the City of Riviera Beach. For so long as the Premises (or any successor site) shall be leased to the Company, the City shall make available from its other property at the Marina area and access for parking by patrons of the Company cruise business in areas selected by the City as provided in Section 7 below, but such parking areas shall not be part of the Premises. Except as otherwise expressly provided in this Agreement, all improvements to the Premises or to non-leased area utilized for patron parking by the Company shall be made only upon prior specific written approval by the City at the sole and non-reimbursable expense of the Company. All such improvements shall inure to the City at the conclusion of the Term.

The Company has been advised by the City of the existence of the following lawsuit: Palm Beach Casinos, Inc, F/K/A Riviera International Casinos, Inc., a Florida corporation ("Plaintiffs"), against City Of Riviera Beach, Florida, a municipal corporation and City Of Riviera Beach Municipal Marina ("Defendants"), Case No. CA 01-07961 AO ("Lawsuit") currently pending in the Circuit Court Of The 15th Judicial Circuit In And For Palm Beach County, Florida wherein the Plaintiffs are claiming a right to lease the Premises for the next ten (10) to fifteen (15) years. The Company has had an opportunity to investigate and become familiar with the proceedings in the Lawsuit. Further, the Company understands that while the Plaintiffs are not currently seeking injunctive relief in the Lawsuit, they may do so in the future. If injunctive relief is sought and the Plaintiffs are successful, the court could place the Plaintiffs in possession of the Premises requiring the Company to immediately vacate same or could require the Company to vacate the premises and cease operating without placing Plaintiff in possession of the Premises. Therefore, in either event, this Agreement shall automatically terminate effective the date of the Order granting injunctive relief, and all future obligations of the City to the Company shall immediately cease. Should termination occur because of the Lawsuit, all fees shall be prorated to the month of termination, and the \$15,000 deposit as outlined in section 9 below shall be forfeited by the Company to the City.

5. The Vessel.

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

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

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

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

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

(a) Operation Fee. On the first day of this contract, the Company shall pay to the City seventy thousand dollars (\$70,000), as payment for the first five months of the Contract. Should the Company decide to continue operations past April 30, 2002, the Company will submit to the City an additional twenty thousand dollars (\$20,000) payable in one lump sum, by May 31, 2002. Said additional payment shall be the operation fee until the expiration of the contract.

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

(c) Passenger Wharfage Fee. The Company shall pay to the City during the Term of this Agreement a Passenger Wharfage Fee ("Wharfage Fee") of two dollars (\$2.00) per passenger per cruise, plus applicable taxes, over 10,000 passengers per month. Wharfage Fees shall be paid to the City in advance on the first day of each calendar month and shall be delivered to the Marina Office. Prior to the tenth day of each month, the Company shall provide to the City a copy of all passenger manifests for the previous month along with payment for any additional passenger Wharfage Fees that are due for the preceding month.

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

9. Deposit. Included with this executed Agreement is the Company's good faith deposit check in the amount of Fifteen Thousand Dollars (\$15,000.00) (the "Deposit"). Upon termination, the Deposit shall be applied first to any money due to the City pursuant to this Agreement or any other agreement between the parties. Provided that the Company is not in default of any of the terms of this Agreement, or any other agreement between the parties, the Deposit shall be refunded to the Company within forty-five (45) days of termination of this Agreement, except as provided in section 4 above.

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

11. Company Operations.

(a) The Company shall use the Marina and operate the Vessel in accordance with all governmental requirements. The Company shall operate the Vessel and provide all necessary personnel and services at its own cost and expense for its casino cruise ship operations. It is the intent of both parties to board as many passengers as safely as possible per cruise, and up to the Vessel's legal limit. The Company shall operate no less than two (2) cruises per day, weather permitting, and subject to the Contingencies set forth in Section 23.

(b) The Company may, at the end of five (5) months after the Effective Date, upon ten (10) days prior written notice to the City, remove the Vessel from the Marina and cease operations. The Company's removal of the Vessel shall not relieve it from its obligation to pay all fees required herein. The Company may, at the end of five (5) months, substitute a vessel of equal quality for the duration of the Contract. Should the Company elect to remove the Vessel at any time after five (5) months, and not substitute it with a vessel of equal quality, the City may, at its sole discretion, rent the Company's dock space to a third party, during which time the Company shall still be obligated to pay the Company's dockage fee. If and when the Company removes the Vessel, it may only return the Vessel to the dock if the City has not otherwise leased said space to a third party. In no event will the City lease the Company's space to another casino operation.

(c) The Company shall employ a suitable and sufficient staff to operate the Company's Business at the Premises. All persons employed in the Company's Business operation shall be employees of the Company, and in no event shall the City be deemed to be an

employer of any persons working for the Company. The Company agrees to obtain a written acknowledgement signed by each of its employees acknowledging that they are employees solely of the Company and will look only to the Company for employee benefits and payroll. The Company agrees that each person employed or associated with the Company shall be required to maintain a neat, clean appearance and conduct himself/herself in a professional manner; and, in that regard, the Company will cooperate with the City (including giving due consideration to any complaint registered by the City with respect to any such person or persons) to assure that such required appearance and conduct is maintained at all times.

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

(e) The Company may be permitted to sub-contract for the providing of certain of the shipboard services upon obtaining of the prior written approval of the City and the written agreement of the sub-contracted party to comply with all the terms of this Agreement, a copy of said written agreement to be provided to the City.

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

13. Scholarship. The Company agrees to pay One Thousand Dollars (\$1,000.00) to the City's Scholarship Fund during the months that it operates the Vessel at the Marina. The Scholarship Committee and the Company shall jointly choose the scholarship recipients. The City and the Company shall make the announcement of each month's scholarship recipient and distribute the scholarship check at a presentation made monthly at location mutually agreed upon by the City and the Company.

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

15. Insurance. The Company shall carry and provide:

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

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

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

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

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

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

16. Dispute Resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact or of interpretation of a requirement of this Agreement which is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, the aggrieved party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Agreement. The City Manager shall make such explanation as may be necessary to completely explain or make definite the provisions of this Agreement and the bases for his decision.

17. Indemnification. The Company shall defend and indemnify the City and its officials, employees, agents and authorized persons while such agents and other authorized persons are acting within the scope of their authority, against, and hold them harmless from, any and all losses, expenses (including reasonable attorney's fees and costs, including costs of investigation), claims, demands or liabilities resulting, directly or indirectly, from any bodily injury, including death, any personal injury, any discrimination or any property damage arising out of or connected with the leasing and operation of the Premises and/or the Vessel including, but not limited to, those which occur as a result of (a) the acts or omissions of the Company, its officers, directors, shareholders, employees, agents or suppliers including but not limited to (i) delivering or setting in place equipment and supplies to the Marina or Vessel, or (ii) preparing to conduct or conducting the Company's business at the Marina or elsewhere; or (b) the consumption of food and beverages sold by the Company or its vendors.

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

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

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

19. Assignability and Sublet. This Agreement is not assignable, by the Company or by operation of law. For purposes of the foregoing, an assignment includes an assignment, sale or other transfer, in one or more transactions, of ten percent (10%) or more of any ownership interest in the Company (or voting rights with respect thereto). The City may, directly or indirectly, transfer, license or assign its interest in the management or operation of the Marina. Further, the Company shall neither sublet its berth or space at the Marina in whole or in part, nor permit others to use or occupy such space or berth.

20. Safety.

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

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

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

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

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

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

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

22. Improvements. Within three (3) months of the Effective Date of this Agreement, the City agrees to timely process all permit applications that comply with the law, and the Company agrees to install at the Company's expense not less than Fifteen Thousand Dollars (\$15,000.00) in improvements to enhance the Marina ("Improvements"). Said Improvements shall include, but not be limited to, lighting, landscaping, striping of the parking lot, and repair of the 14th Street gate. In addition, the Company agrees to construct for its own use up to two (2) concrete pads for the Company's ticket sales operations; dredging if necessary; signage; and such other improvements as the parties mutually agree are necessary. Any failure by the Company to construct the Improvements described in this section shall constitute a default and shall render this Agreement null and void. All Improvements made or caused to be made to the City's facilities by the Company shall be the property of the City. No signage or structures will be erected without prior approval of the City, and all signage and structures must comply with all applicable State, County, and City rules, regulations, codes, and ordinances.

23. Contingencies. Neither party hereto shall be liable to the other party for any delay in performance or nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to, declared or undeclared war, sabotage, insurrection, riot, or other acts of civil

disobedience, acts of a public enemy, strikes, labor disputes (except as between the Company and its employees), shortages of fuel, failures of power, floods or other acts of God. In the event that such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's nonperformance shall not constitute a default under Section 24. Notwithstanding the foregoing, if the non-performing party is unable to resume full performance within a reasonable period of time or for any reason fails to make a reasonable attempt to do so, the other party shall have the right to terminate this Agreement pursuant to Section 24.

24. Default; Termination

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

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

(ii) the failure of the Company to comply with all of the Rules and Regulations of the Marina, pursuant to Section 17;

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

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

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

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

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

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

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

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

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

(xii) the Company fails to observe, keep, or perform any other provision of this Agreement required to be observed, kept or performed by the Company and fails to remedy or cure such failure within fifteen (15) days after receipt of written notice thereof from the City, or

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

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

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

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

(iii) To terminate this Agreement; and/or

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

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

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

(c) Termination Without Default. Without an event of default occurring, the City may terminate this Agreement upon the occurrence of the following: the destruction of the Marina and the decision by the City not to rebuild within three (3) months following the destruction or a decision that the City determines not to appeal in the Lawsuit (as defined in

Section 4 above) awarding possession of the Premises to the Plaintiffs therein. Either party may terminate this Agreement upon one (1) month's written notice in the event that gambling is legalized in the State of Florida. This agreement shall be terminated if these gambling cruises are deemed illegal in Florida. Upon such termination, all Wharfage and Dockage fees (but not the Operation Fee) shall be prorated for the month of termination.

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

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

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

(iii) Time for Performance. Except as otherwise provided herein, the parties shall deliver the various payments and perform their other respective termination obligations, as set forth in Section 23, within the times specified therein or, if no time is specified, as soon as reasonably possible, but in any event within fifteen (15) days of the effective date of termination.

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

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

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

If to the Company: Horizon's Edge Casino Cruises
 76 Marine Boulevard
 Lynn, Massachusetts 01705

With a copy to:

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

26. General Matters.

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

(b) Bankruptcy. Neither this Agreement nor any interest herein is assignable by the Company or transferable by operation of law. If any proceeding under the U.S. Bankruptcy Code, as amended, is commenced by the Company, or such an action is commenced against the Company and is not dismissed within thirty (30) days after the commencement thereof, or if the Company is insolvent, or if the Company makes any assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which the Company is a party with authority to take possession or control of the Premises, the City shall have and may exercise any one or more of the remedies set forth in Section 23 hereof, and this Agreement shall, at the option of the City on notice to the Company, immediately terminate and shall not be treated as an asset of the Company after the exercise of said option.

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

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

(e) Inspection. The parties agree that upon written notice to the Company, the City shall have the right to inspect the Vessel, including at the time such Vessel is being

operated. Such inspection will not occur more often than as reasonably necessary to insure compliance by the Company with the terms of this Agreement.

(f) Authority. The City and the Company:

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

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

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

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

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

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

months immediately preceding the date hereof. This notice is required by Florida Statute 287.133(3)(a).

27. Miscellaneous.

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

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

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

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

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

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

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

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

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

(j) Legal Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

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

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

RESOLUTION NO. 238-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO TERMINATE THE 1991 TRACKAGE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA EAST COAST RAILWAY COMPANY FOR THE DELIVERY OF CHEMICALS TO THE WATER TREATMENT PLANT VIA RAILCAR.

WHEREAS, the City of Riviera Beach wishes to terminate the 1991 Trackage Agreement between the City of Riviera Beach and the Florida East Coast Railway Company. The Agreement allowed the usage of the tracks for the delivery of chemicals to the Water Plant via railcar.

WHEREAS, Since 1994 however, chemical deliveries to the Water Plant have been via truck. The Agreement stipulates an annual cost of \$2,000 for switch maintenance.

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 Mayor and City Clerk are hereby authorized to terminate the 1991 Trackage Agreement between the City of Riviera Beach and the Florida East Coast Railway Company.

Section 2: That the City Council hereby terminates the 1991 Trackage Agreement between the City of Riviera Beach and the Florida East Coast Railway Company.

Section 3: That a copy of the 1991 Trackage Agreement of the Florida East Coast Railway Company shall be attached hereto and made a part of this Resolution.

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

APPROVED:


MICHAEL D. BROWN,
MAYOR

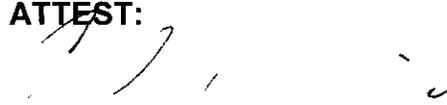

EDWARD RODGERS,
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM

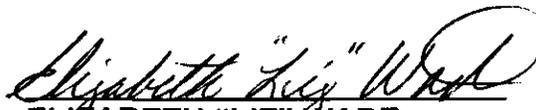
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:


CARRIE E. ARD MC/AAE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

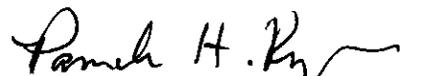
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/7/01

RESOLUTION NO. 239-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE INSTALLATION OF A TRAFFIC SIGNAL ON MILITARY TRAIL AT LEO LANE TO DESIGNED TRAFFIC INSTALLATION COMPANY UNDER THE TERMS AND CONDITIONS OF THE PALM BEACH COUNTY ANNUAL TRAFFIC SIGNAL CONTRACT, PROJECT NO. 99056 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the intersection of Military Trail and Leo Lane has experienced a significant increase in traffic due to recent developments on Leo Lane; and

WHEREAS, the City of Riviera Beach and the Department of Transportation desire to install a traffic signal at this intersection; and

WHEREAS, the City desires to utilize the contractor for the Palm Beach County Annual Traffic Signal Contract, Designed Traffic Installation Company.

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

SECTION 1. The installation of a traffic signal on Military Trail at Leo Lane is awarded to Designed Traffic Installation Company for \$106,912.84.

SECTION 2. The City Manager is authorized to approve change orders up to five (5) percent of the total contract amount.

SECTION 3. The Finance Director is authorized to make payment from account number 143-0714-5410-6301.

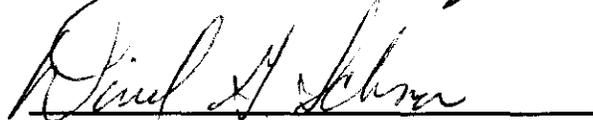
SECTION 4. This resolution shall take affect upon its approval by the City Council.

PASSED AND APPROVED this 19th day of December, 2001

APPROVED:

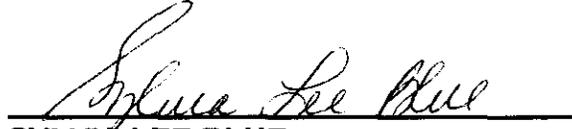

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

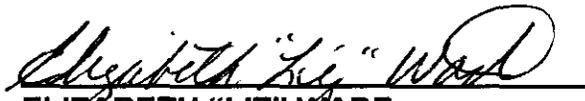

DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

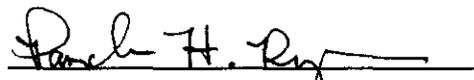

CARRIE E. WARD, OMC/AAE
CITY CLERK

Motioned By D. Schnyer

Seconded By D. Wilson

- E. Rodgers aye
- D. Schnyer aye
- D. Wilson aye
- S. Blue aye
- L. Wade aye

Reviewed as to Legal Sufficiency


City Attorney

City of Riviera Beach

Date: 12/12/01

RESOLUTION NO. 240-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSAL FROM CALVIN, GIORDANO & ASSOCIATES, INC. OF WEST PALM BEACH, FLORIDA IN THE AMOUNT OF \$23,814.00 TO PROVIDE PLANS AND SPECIFICATION FOR THE UTILITIES DEPARTMENT'S SHARE TO RELOCATE THE WATER MAINS IN CONJUNCTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S WIDENING OF MILITARY TRAIL FROM 45TH STREET TO BLUE HERON BOULEVARD PROJECT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 403-0000-5330-4606.

WHEREAS, the Engineering Firm of Calvin, Giordano & Associates, Inc. has prepared and submitted to the City of Riviera Beach a Proposal for Engineering Services; and

WHEREAS, the primary purpose of this project is to relocate the water mains for the widening of Military Trail from 45th Street to Blue Heron Boulevard Project in conjunction with the Florida Department of Transportation; and

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

Section 1: That the City Council approve the Proposal from Calvin, Giordano & Associates, Inc. in the amount of \$23,814.00 to provide professional engineering services during the relocation of the water mains for the Military Trail – 45th to Blue Heron Boulevard Project.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account Number 403-0000-5330-4606 in the amount of \$23,814.00.

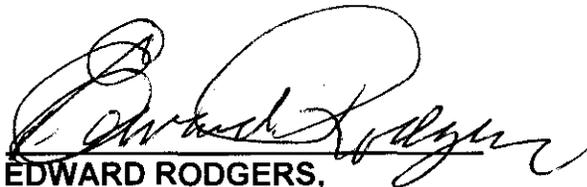
Section 3: This Resolution shall take effect upon its passage and adoption by the City Council.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR

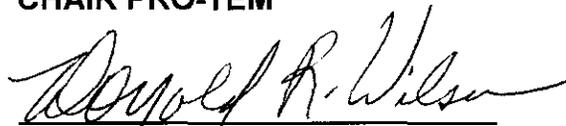


EDWARD RODGERS,
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)

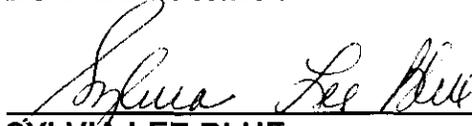


DONALD R. WILSON

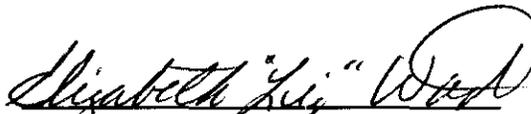
ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

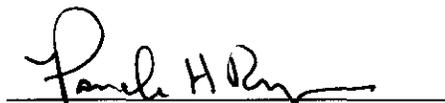
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/7/01



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners

November 5, 2001

RECEIVED
NOV 09 2001
RIVIERA BEACH WATER &
SEWER ADMIN OFFICE

Mr. Albert Valdivia, Asst. Utilities Director
CITY OF RIVIERA BEACH
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

Re: **Military Trail Utility Relocation**
CG&A Project No.: 01-2177

Dear Mr. Valdivia:

We are pleased to submit this proposal for Professional Services on the above referenced project located on Military Trail from 45th Street to Blue Heron Boulevard.

SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements.

I. Professional Civil Engineering Services

This proposal includes the utilities coordination of work with FDOT for the relocation of City of Riviera Beach utilities within the proposed Military Trail improvements from 45th Street to Blue Heron Boulevard

Calvin, Giordano & Associates, Inc. will design the listed work, provide specifications, a construction cost estimate, attendance at four FDOT meetings, and preparation of permit applications. Specific work is as follows:

A. Water Main

1. Lower and/or relocate existing water main and force main to avoid conflicts with the future drainage. Replace all sections of asbestos cement pipe as necessary. Provide a minimum of 24" of cover to existing water main to remain.
2. Abandon and grout existing asbestos cement lines where required.

Reply to:

1800 Eller Drive
Suite 600
Fort Lauderdale, Florida 33316
(954) 921-7781
(954) 921-8807 fax

560 Village Boulevard
Suite 340
Palm Beach, Florida 33409
684-6161
684-6360 fax

II. Bid Phase Services

- A. Calvin, Giordano & Associates, Inc. will provide assistance during the bid phase including interpretation and clarification of contract documents. Potential bidders will be informed to direct any questions about this project to the Calvin, Giordano & Associates, Inc. West Palm Beach office. Should any addenda be necessary, Calvin, Giordano & Associates, Inc. will prepare them.
- B. Contract documents will be available to prospective bidders in the Calvin, Giordano & Associates, Inc. West Palm Beach office where all records will be kept.
- C. Upon bid opening, bids will be reviewed and a certified bid tabulation will be prepared and submitted to the City along with a recommendation of award.
- D. Should the bids be protested, Calvin, Giordano & Associates, Inc. will attend bid protest hearings and provide the necessary documentation required to evaluate the protest at the Owners request. Due to the difficulty in predicting the number and duration of protest hearings, no time has been added in the schedule of fees. Preparation for and attendance, as necessary, will be provided on a time and material basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

III. Contract Administration Services & Project Certification Services (Hourly)

- A. Calvin, Giordano and Associates, Inc. will attend meetings and provide consultation with the City and Contractor during the construction phase of the project.
- B. Contractor submittals including shop drawings, schedules, warranties and guarantees will be reviewed.
- C. Contract documents will be clarified and interpreted as required.
- D. Calvin, Giordano and Associates, Inc. will review materials and workmanship on the job for compliance with the contract documents.
- E. All project records will be kept including correspondence, schedules, construction records, and progress photographs.
- F. Calvin, Giordano and Associates, Inc. will negotiate the scope and cost of all change orders with the contractor and provide a recommendation to the City on approval of change requests.

- G. Periodic payment requests from the Contractor will be evaluated and provided to the City.
- H. An inspector will be provided for this project at an average of ten (10) hours per week for the estimated 4-week contract period.
- I. The Engineer will make field observations as required to properly provide certification services.
- J. Calvin, Giordano and Associates, Inc. will provide project closeout services, including final inspection, review of documentation, and preparation of closeout change orders.
- K. Record drawings will be prepared from Contractor supplied Certified As-built information and submitted to the City.

BASIS OF PROPOSAL

The submittal of this proposal is based upon the following information:

- Calvin, Giordano & Associates, Inc. will have access to all FDOT drawings, including mylar reproduces.
- Calvin, Giordano & Associates, Inc. will prepare plan/profile sheets using the FDOT provided plans as a base.
- Calvin, Giordano & Associates, Inc. will prepare specifications.
- Environmental permits are not anticipated.
- Permit fees and other applications fees will be paid by the City of Riviera Beach.
- Surveying of the route is not provided. Survey information will be derived from the DOT furnished plans.
- Contract administration and project certification services will be done hourly based on the attached schedule of fees.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services (Tasks 1 and 2) for a lump sum fee as shown by the following recap. (Task 3 will be performed on an hourly basis at the rates shown.)

MANHOOR RATE TABLE

PROPOSED SCHEDULE OF FEES			
ACTIVITY/PERSONNEL	ESTIMATED		
	HOURS	AVERAGE RATE	TOTAL
Principal, Engineering	40	150.00	3,000.00
Project Engineer	180	90.00	16,200.00
Permit Administrator	12	60.00	720.00
Sr. CADD	40	65.00	2,600.00
Clerical	16	55.00	880.00
Subtotal			\$22,680.0
Direct Expenses (5% of CGA contract)			\$1,134.00
TOTAL			\$23,814.00

ADDITIONAL FEES

Professional services required due to changes in scope initiated by the client, their representatives or other consultants after either design or preparation of the construction drawings has commenced will be billed as Additional Services.

Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the City of Riviera Beach. All municipal, permit, and agency fees will be paid by the client.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, and postage, as required. We have assumed that 5% of our contract will be sufficient to cover the reimbursable expenses, however should there be additional expenses, they will be invoiced directly to The City of Riviera Beach.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, preparation for and meeting attendance, meetings in excess of those stated earlier in this proposal will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

CLIENT RESPONSIBILITIES

The City of Riviera Beach or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The City of Riviera Beach will provide Calvin, Giordano & Associates, Inc. with plans and other pertinent information, which may be necessary to properly survey or engineer the site.

Client agrees to limit engineer's liability to client for any and all claims by client, owner, or agents of each, including but not limited to claims for breach of contract, breach of warranty and/or negligence against the engineer/surveyor. This liability limit is set at the equivalent of the contracted amount for the engineer/surveyor's fee for said work.

TERMS OF AGREEMENT

The terms of the Agreement shall be valid for the client's acceptance for a period of sixty (60) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the City of Riviera Beach.

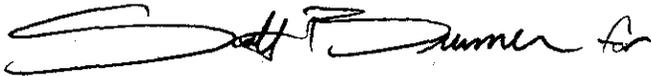
All original documents shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property. This information is proprietary and will not be shared with others without prior written consent. The City of Riviera Beach may request reproducible copies of all original documents upon payment of all outstanding invoices, and at the client's expense.

Invoices for work accomplished to date will be submitted twice monthly and are payable within thirty (30) days. The City of Riviera Beach will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy to this office. We look forward to working with you on this project.

Yours truly,

CALVIN, GIORDANO & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "John P. Downes". The signature is stylized and cursive.

John P. Downes, P.E.
Executive Vice President

JPD/cf

Attachment

Cost of these services are Task 1 & 2 Task 3 (Hourly)	\$23,814.00
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ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: 

Date: 11/9/01

ASSOCIATE

Name: John P. Downes

Title: Executive Vice President

City of Riviera Beach

By: 

Date: 12/19/01

Name: Michael D. Brown

Title: Mayor



Carrie E. Ward, CMC/A&E, City Clerk