

RESOLUTION NO. 121-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION AND SITE PLAN APPLICATION FOR THE CONSTRUCTION OF A 150 FOOT MONOPOLE COMMUNICATION TOWER BY LOCKHEED MARTIN AT 100 EAST 17<sup>TH</sup> STREET, RIVIERA BEACH, FLORIDA, 33404; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31-727 of the City of Riviera Beach Land Development Code establishes the requirements for the review of communication towers and antennas; and

WHEREAS, communication towers are allowed by Special Exception in the CG: General Commercial Zoning District; and

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for the granting of a Special Exception; and

WHEREAS, the Planning & Zoning Board met on September 11, 2008 review the Special Exception and site plan application and recommended approval; and

WHEREAS, the City Council finds that the proposed Special Exception and site plan is consistent with Sections 31-727 and 31-62 of the Land Development Code.

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

SECTION 1. The Special Exception and site plan application from CommStructures Inc. on behalf of Lockheed Martin for the construction of a 150 foot monopole communication tower is approved with the following conditions:

1. Space will be made available on the tower for City of Riviera Beach communications or public safety hardware.
2. Construction will be initiated within 18 months of final site plan approval.

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

PASSED and APPROVED this 1 day of October, 2008.

RESOLUTION NO. .121-08  
PAGE 2

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN S. PARDO  
CHAIR PR. TEM

  
JUDY L. DAVIS  
COUNCILPERSON

  
LYNNE L. HUBBARD  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: D. Pardo

C. THOMAS aye \_\_\_\_\_

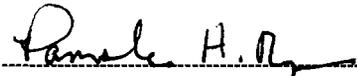
D. PARDO aye \_\_\_\_\_

J. DAVIS aye \_\_\_\_\_

L. HUBBARD aye \_\_\_\_\_

S. LOWE aye \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/19/08

RESOLUTION NO. 123-08

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 INTERLOCAL AGREEMENT FOR THE SINGER ISLAND EROSION CONTROL PROJECT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH IN AN AMOUNT NOT TO EXCEED \$6,000,000 PLUS A 17% CONTINGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Singer Island has experienced severe erosion north of the County Ocean Reef Park to the north end of Singer Island; and

WHEREAS, Palm Beach has proposed erosion control structures to be placed in the ocean from Ocean Reef Park to the north City limit east of the condominium properties that have been affected by the severe beach erosion; and

WHEREAS, The City finds it is in the best interest of the residents of the City to protect the northern portion of Singer Island from continuing severe erosion by way of erosion control structures; and

WHEREAS, Palm Beach County is preparing the design and installation of the erosion control structures; and

WHEREAS, The City, Palm Beach County and the State of Florida have considered a cost sharing proposal for payment of the erosion control structures; and

WHEREAS, The total cost of the erosion control project is estimated to be approximately \$30,000,000; and

WHEREAS, The City's share of the project cost is 20% of the \$30,000,000; 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 Mayor and City Clerk are authorized to execute an Interlocal Agreement with Palm Beach County for the purpose of sharing costs for the Singer Island Erosion Control Project.

SECTION 2. That the City Finance Director is authorized to budget funds to be reimbursed to Palm Beach County in an amount not to exceed \$6,000,000 plus a 17% contingency.

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PAGE -2-

SECTION 3. This Resolution shall become effective upon its passage.

PASSED and APPROVED this 1ST day of OCTOBER, 2008.

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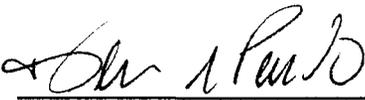
APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO \_\_\_\_\_

SECONDED BY: J. DAVIS

C. THOMAS \_\_\_\_\_ AYE

D. PARDO \_\_\_\_\_ AYE

J. DAVIS \_\_\_\_\_ AYE

L. HUBBARD \_\_\_\_\_ AYE

S. LOWE \_\_\_\_\_ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/24/08

# **R200B 2220**

## **INTERLOCAL AGREEMENT FOR THE SINGER ISLAND EROSION CONTROL PROJECT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH**

**DEC 0 2200B**

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the CITY OF RIVIERA BEACH, a municipal corporation in the State of Florida, (the "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

### **WITNESSETH**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the CITY is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the CITY intend to make the most efficient use of their powers by cooperating with each other on the Singer Island Erosion Control Project (the "PROJECT") within the municipal limits of the City of Riviera Beach, Florida; and

WHEREAS, the COUNTY and the CITY desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources; and

WHEREAS, the CITY wishes to cost share with the COUNTY, by reimbursing 20% of the total eligible PROJECT costs (as further described herein) to the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, promises and

representations herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
3. The PROJECT.
  - A. Description. The PROJECT consists of construction of break water structures as necessary for shoreline protection and erosion control within the boundaries of the City of Riviera Beach as further described in Exhibit A. The PROJECT does not include any dune or beach restoration efforts.
  - B. PROJECT components. PROJECT components include project management, engineering, design, permitting, construction, mitigation, and environmental and project performance monitoring.
4. Term. The term of this Agreement shall be from the date of execution through September 30, 2015, unless otherwise provided herein. Work conducted on this PROJECT by the COUNTY and its consultants/contractors beginning on or after May 3, 2005, and occurring prior to the expiration or termination of this Agreement shall be eligible for reimbursement by the CITY if said work qualifies as an eligible PROJECT costs as defined herein.
5. Funding. The parties agree that the CITY will cost share in the eligible costs for the PROJECT as described in this Agreement. Each party agrees to diligently pursue the approval and procurement of its funding obligation.
6. COUNTY Obligations.
  - A. No later than January 15<sup>th</sup> of each year, the COUNTY shall submit in writing to the CITY a list of the anticipated PROJECT tasks to be undertaken in the succeeding fiscal year, including estimated costs.
  - B. The COUNTY shall pay all expenses of the PROJECT in anticipation of reimbursement from the Federal and State governments and the CITY.
  - C. Upon the completion of a PROJECT task and payment for said task by the COUNTY, the COUNTY shall submit invoices for reimbursement to the CITY not more frequently than quarterly. For reimbursement to occur, the COUNTY shall submit invoices to the CITY that shall include a reference to this Agreement; identify the task completed under the PROJECT; identify the COUNTY's total expenditure for the task; identify the amount due and payable to the COUNTY; include a copy of each contractor's

InVOICE; and include a statement certifying that the invoice amount includes only eligible expenses, that said eligible expenses have been incurred by the COUNTY, and that all related contractor(s)' invoices have been paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide further documentation deemed necessary by the CITY, if requested in writing, within fourteen (14) days of the request.

- D. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least three (3) years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The CITY shall have access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during normal business hours.
- E. The COUNTY may submit requests for Federal and State funding assistance, shall provide a copy of any such submittal to the CITY, and shall seek the CITY's support of the COUNTY's requests for said funding assistance.
- F. The COUNTY shall provide the CITY with copies of all contracts, plans and specifications. The COUNTY shall invite the CITY to pre-bid and pre-construction meetings.
- G. The COUNTY shall provide the CITY with a copy of the PROJECT schedule and all revisions thereto.
- H. The COUNTY shall prepare and submit any and all applications for State and Federal permits required for the PROJECT and provide a copy thereof to the CITY.
  - 1. The COUNTY shall be responsible for management, design, construction and monitoring of the PROJECT.
- J. The COUNTY shall secure competitive bids by advertisement for work to be performed by contractors in accordance with the COUNTY Purchasing Ordinance.
- K. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

7.

CITY Obligations.

- A. The CITY shall cost share with the COUNTY on a reimbursement basis. Cost sharing responsibility shall be limited to twenty percent (20%) of the eligible PROJECT costs paid for by the COUNTY. Funding received from Federal, State or other local governments for the PROJECT shall not be utilized to determine the eligible PROJECT costs.
- B. The CITY shall appropriate adequate funds to cover the CITY's share of the eligible PROJECT costs, which are estimated to be Six Million Dollars (\$6,000,000) and which shall not exceed Six Million Dollars (\$6,000,000) plus a 17% contingency without amendment to this Agreement. City staff shall notify City Council if the 17% contingency is necessary. This notification is for informational purposes only, as the expenditure of the 17% contingency is hereby approved. Eligible PROJECT costs are limited to: project management, engineering, design, permitting, construction, mitigation, and environmental and project performance monitoring paid for or completed by the COUNTY. The amount of funding by the CITY will depend upon the physical condition of the PROJECT area, which the parties acknowledge will change based on weather events or other events beyond of the control of the parties. Therefore, each year, the CITY shall draft a yearly funding memorandum that corresponds to the PROJECT tasks to be completed by the COUNTY in that fiscal year as provided in paragraph 6.A. above. The yearly funding memorandum shall include a list of the anticipated PROJECT tasks, estimated costs for each task, and a commitment to include the funding request in the proposed budget for that fiscal year. The County shall provide the information needed to complete the funding memorandum at least sixty (60) days prior to the submission of the funding memorandum.
- C. The CITY shall submit to the COUNTY a memorandum of commitment indicating that the CITY has appropriated the required funds that the COUNTY requests in the next year's budget.
- D. Invoices received from the COUNTY will be reviewed and approved by the CITY to insure that expenditures have been made in conformity with this Agreement and will be sent to the CITY's Finance Department for final approval and payment. Invoices will normally be paid by the CITY within thirty (30) days following said approval by the Finance Department. In no event shall the CITY provide advance funding to the COUNTY. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management at the address provided for Notices in Section 9.

E. Notwithstanding any other provision herein, the CITY's obligation to pay under this Agreement is contingent upon an appropriation for its purpose by its Council in its annual fiscal year budget during the term of this Agreement.

8. Party Representatives.

A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.

B. The CITY'S representative/contract monitor during the term of this Agreement shall be the CITY Manager, whose telephone number is (561) 845-4000.

9. Notices. All formal notices, which may be or are required to be given by either the CITY or the COUNTY under this Agreement shall be properly given only if made in writing and sent by hand delivery or certified or registered mail, postage prepaid, return receipt requested, with all delivery charges paid by the sender and addressed to the party's Representative identified above in Section 8, at the below cited address. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 <sup>th</sup> Floor West Palm Beach, FL 33411-2743	City Manager City of Riviera Beach 600 W. Blue Heron Blvd. City of Riviera Beach, FL 33404	Palm Beach County Attorney's Office 301 North Olive Avenue 6 <sup>th</sup> floor West Palm Beach, FL 33401
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10. Default and Termination.

A. If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period. If the Agreement is terminated before the Project is complete due to a default by the CITY, the CITY shall pay all costs incurred and due under the terms of this Agreement up to and including the date of termination.

B. Either party may terminate this Agreement at any time for convenience

upon ninety (90) calendar days prior written notice to the other party and upon payment of all costs incurred and due under the terms of this Agreement as up to and including the date of termination.

11. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.
12. Filed. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
13. Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.
14. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the CITY against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the CITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the CITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This Indemnification provision shall survive the expiration or termination of this Agreement.
15. Insurance. The parties shall maintain a fully funded insurance or self-insurance program pursuant to Section 768.28, Florida Statutes. The COUNTY agrees to require any contractor performing work on the PROJECT to maintain adequate insurance coverage, naming both the CITY and COUNTY as additional insured. When requested, either party shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the other party agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve either party of its liability and obligations under the Agreement or any amendments hereto.
16. Equal Opportunity. The COUNTY and the CITY agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.
17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall

remain in full force and effect.

18. Waiver of Breach. It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provision.
19. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in Paragraph 8. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.
20. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the CITY. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
21. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
22. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

25. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.
27. Entirety of Agreement. The CITY and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

[THE REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairperson of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Riviera Beach has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its City Clerk, the date and year first above written.

R2008 2220 DEC 02 2008

CITY OF RIVIERA BEACH,  
FLORIDA

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: *Thomas Masters*  
Thomas Masters, Mayor

By: *John F. Koons*  
John F. Koons, Chairman

ATTEST:  
Carrie E. Ward

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By: *Carrie E. Ward*  
City Clerk  
10/11/08

By: *Sharon R. Bock*  
Deputy Clerk  


Date: 10/11/08

Date: DEC 02 2008

(Seal)

(Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *Pamela H. Ryan*  
Pamala H. Ryan, City Attorney

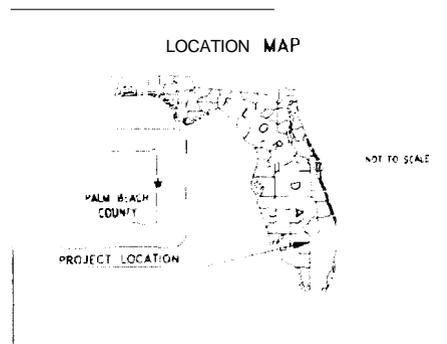
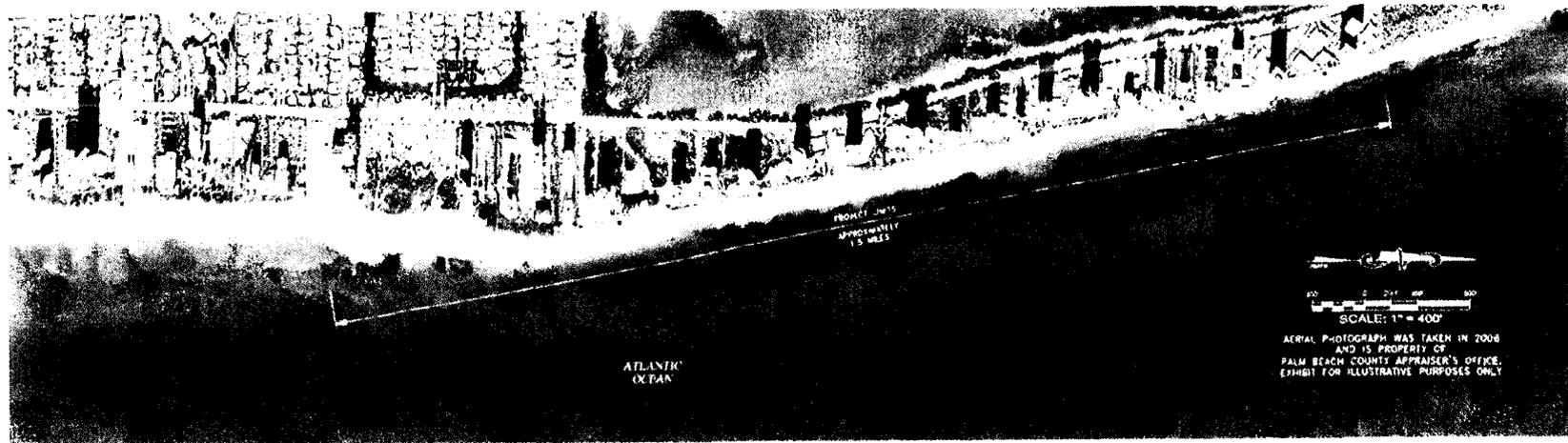
By: *[Signature]*  
Assistant County Attorney

Date: 9/24/08

APPROVED AS TO TERMS  
AND C O N D I T I O N S

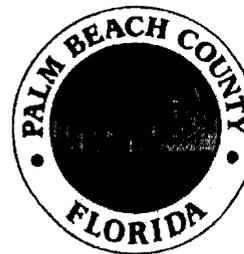
By: *Richard E. Walesky*  
Richard E. Walesky, Director  
Dept. of Env. Resources Management

# SINGER ISLAND, PALM BEACH COUNTY, FLORIDA EROSION CONTROL PROJECT



SHEET INDEX

COVER SHEET AND LOCATION MAP  
PROJECT SITE PLAN  
SEGMENTED BREAKWATER PLAN VIEW  
W/ TYPICAL SECTION & DETAILS  
VESSEL CORRIDOR



**NOTES:**

THESE PLANS COMPLY WITH THE DESIGN STANDARDS ESTABLISHED IN CHAPTER 62B-4, FLORIDA ADMINISTRATIVE CODE.

PLAN DIMENSIONS AND ELEVATIONS HEREIN ARE IN FEET AND WERE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAS ZONE.

THESE CONSTRUCTION DRAWINGS SHALL NOT BE CONSIDERED VALID FOR CONSTRUCTION PURPOSES UNLESS SIGNED AND SEALED BY EITHER:

BRETT D. MOORE, P.E. #37326  
KENNETH A. HUMISTON, F.C. #33326

	SINGER ISLAND EROSION CONTROL PROJECT		- 400'
	COVER SHEET AND LOCATION MAP		
FOR: PALM BEACH COUNTY			
5670 STRADA COURT PALM BEACH, FL 33410 PH: (561) 594-2021 FAX: (561) 594-2025 www.hurstonandmoore.com	DATE: 08/24/06	FILE: 14-011 5' SHI-01	SHEET: 1
PROJECT NO.: 14-011		DATUM: NGVD	



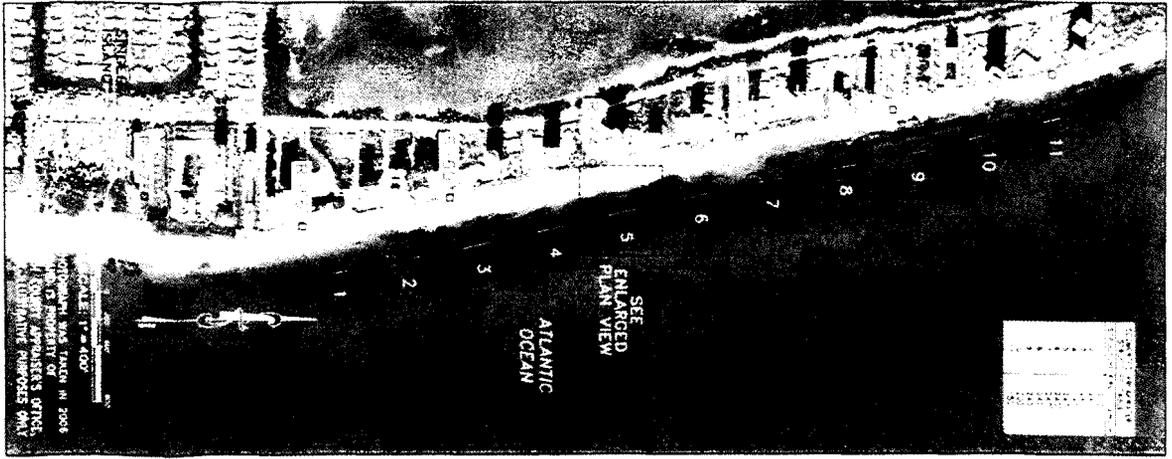
LEGEND

— 36 NOV 02  
 — SEAWALL  
 - - - - - SEAWALL (RAMP PENDING)  
 R-XX DEP REFERENCE POINTS  
 CONDOMINIUM NAMES:

- ① SEADUNES
- ④ RAMP
- ⑤ CONDUIT

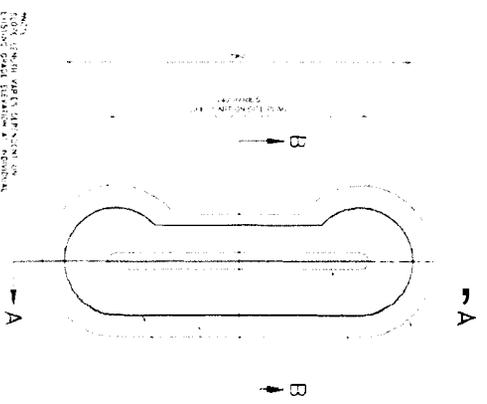
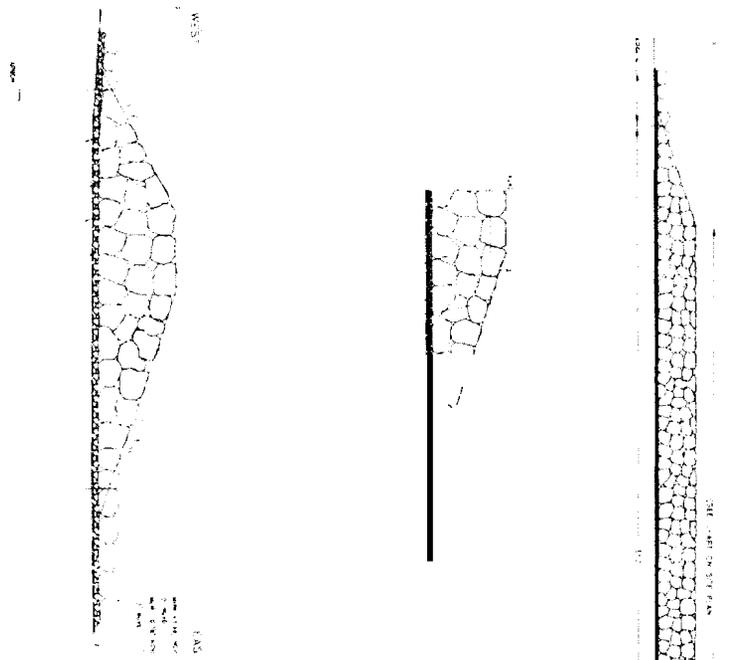

 HFM  
 CONSULTING ENGINEERS  
 1001 N. W. 10th St.  
 Ft. Lauderdale, FL 33304  
 TEL: (954) 561-2300  
 FAX: (954) 561-2301  
 WWW: www.hfm.com

SINGER ISLAND EROSION CONTROL PROJECT  
 SITE PLAN  
 DATE 02/08 FILED 01-01-07 SCALE:  
 PROJECT NO. 03 AUM 54

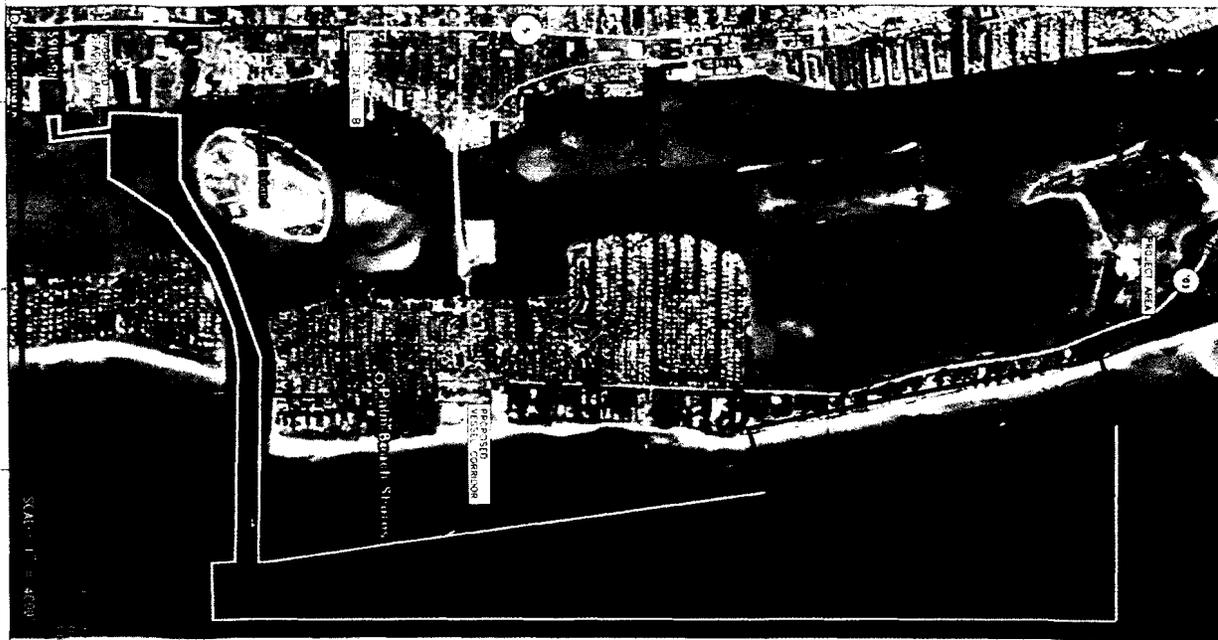
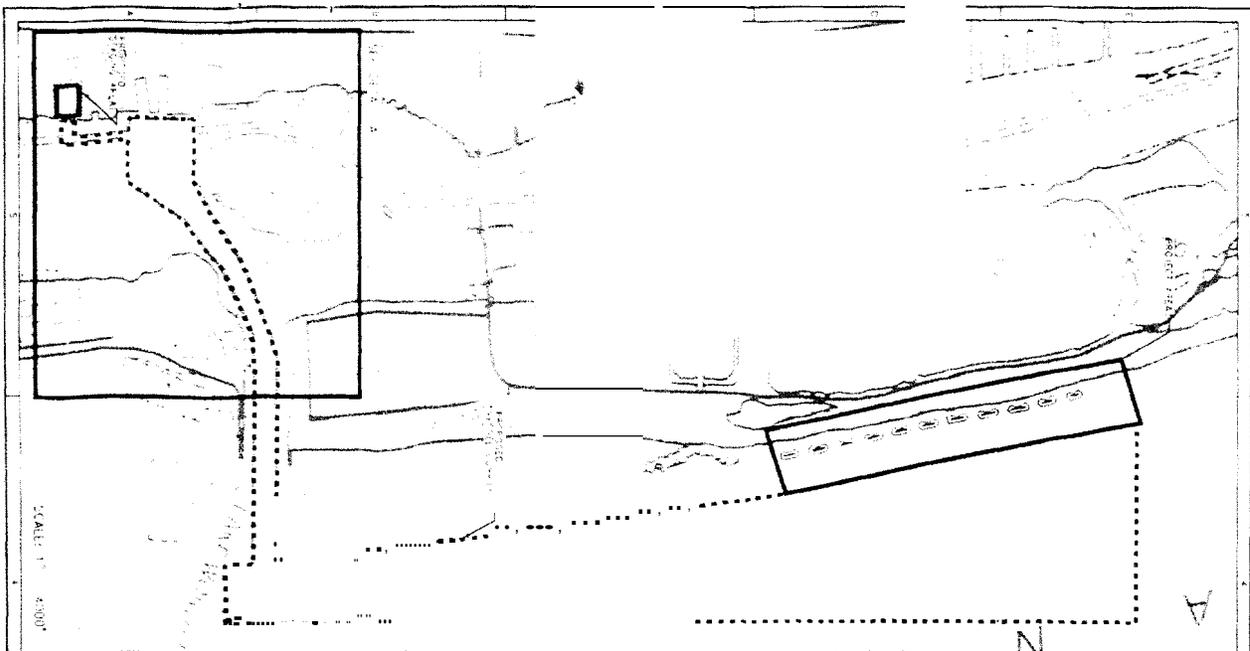


SEE  
 ENLARGED  
 PLAN VIEW

ATLANTIC  
 OCEAN



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 6/24/08  
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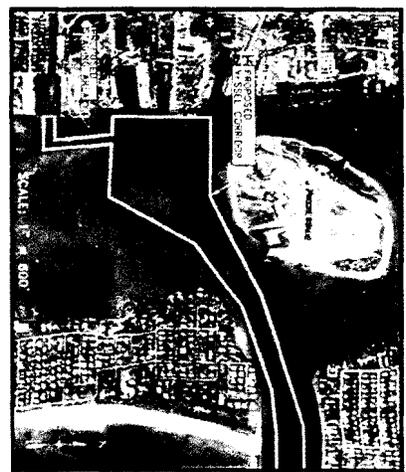


DATE: 08/04/78	PROJECT NO.: 1000	SCALE: 1" = 400'	SCALE: 1" = 400'
<p>ENGINEER: JAMES H. HARRIS, INC.</p> <p>ARCHITECT: JAMES H. HARRIS, INC.</p>			

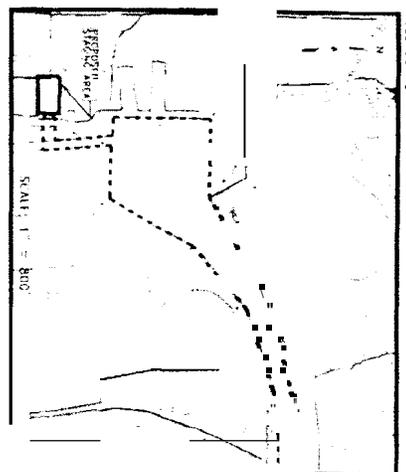
1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE IN FEET AND DECIMALS THEREOF.

2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE SPECIFIED.



SEE DETAIL B



SEE DETAIL A

RESOLUTION NO. 124-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM FLORIDA POWER AND LIGHT (FPL) FOR A NATURAL GAS POWER PLANT AND A 23,700 SQUARE FOOT ADMINISTRATION/CONTROL BUILDING WITH 50 PARKING SPACES TO BE LOCATED ON A 25.46 ACRE SITE AT 300 BROADWAY, RIVIERA BEACH, FLORIDA, IN THE UTILITY ZONING DISTRICT.

WHEREAS, the Florida Power & Light Company (FPL) seeks to convert the existing Riviera Beach Power Plant into a Natural Gas Power Plant; and

WHEREAS, the existing generators at the Power Plant went into operation in 1962 and 1963; and

WHEREAS, converting the Power Plant to a Natural Gas facility will generate more electricity with a lower emissions rate; and

WHEREAS, the Community Redevelopment Agency Board met on August 13, 2008 to review the site plan application and found that it was consistent with the adopted Redevelopment Plan and recommended approval; and

WHEREAS, the City Council finds that the proposed site plan is consistent with adopted City of Riviera Beach Comprehensive Plan and the Land Development Code.

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

SECTION 1. The site plan application from the Florida Power and light Company for the conversion of the Riviera Beach Power Plant is approved with the following conditions:

1. The site plan and approved use shall be vested for development upon the receipt of a Final Order granting certification pursuant to the Florida Electric Power Plant Siting Act (PPSA). FPL shall record a copy of the Final Site Plan approved by the Siting Board in the public records of the City of Riviera Beach prior to commencement of development.
2. FPL shall comply with the Florida Building Code for the construction of the administration portion of the administration/warehouse/control building.

**RESOLUTION NO.** 124-08  
**PAGE 2**

3. At least thirty (30) days prior to recording the Final Site Plan, FPL shall submit a construction coordination plan to the City to address issues such as fire coordination, demolition coordination, traffic coordination and inspections.
4. The building permit and impact fees associated with the administrative portion of the administration/warehouse/control room shall be paid by FPL within 30 days of recording the Final Site Plan.
5. FPL shall complete the landscaping on the site plan within 90 days of the commercial operation date of the Riviera Beach Clean Energy Center.
6. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.

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

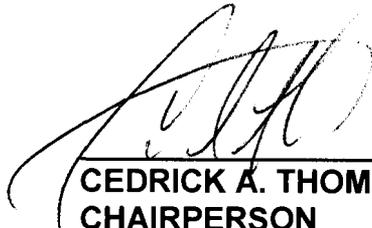
**PASSED and APPROVED** this   1   day of October, 2008.

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RESOLUTION NO. 124-08  
PAGE 3

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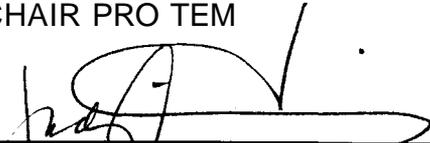
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

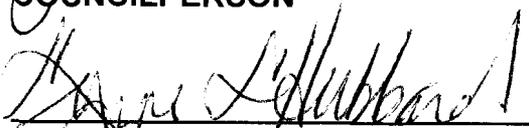
  
\_\_\_\_\_  
CEDRICK A. THOMAS  
CHAIRPERSON

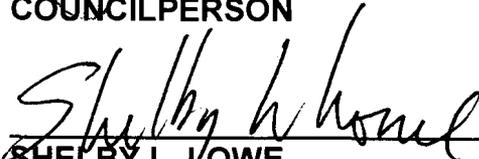
ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIR PRO TEM

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

  
\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: L. HUBBARD

C. THOMAS            aye \_\_\_\_\_

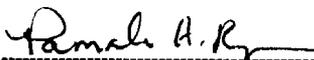
D. PARDO            aye \_\_\_\_\_

J. DAVIS              aye \_\_\_\_\_

L. HUBBARD          aye \_\_\_\_\_

S. LOWE                aye \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/24/08

• RESOLUTION NO. 125-08 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENT FOR SERVICE OF TELEPHONE EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 2008/2009, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. (MOTOROLA), AT A TOTAL COST OF \$47,834.40, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has contracted with Motorola to maintain the Radio equipment since 1994.

WHEREAS, the contract is renewed annually.

WHEREAS, Motorola has submitted a contract to continue to service and maintain the City's Radio equipment for the total sum of \$47,834.40.

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

SECTION 1. The City Council authorizes the Mayor and City Clerk to sign said agreement on behalf of the City.

SECTION 2. The Finance Director is authorized to make monthly payments in the amount of \$3,986.20 from account number 001-0817-521-0-4601 to Motorola for maintenance of the 800 MHz trucking Radio equipment and portable radios.

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

APPROVED OCTOBER 1, 2008

RESOLUTION NO. 125-08

PAGE 2

APPROVED:



**THOMAS A. MASTERS**  
MAYOR



**CEDRICK THOMAS**  
CHAIRPERSON

ATTEST:

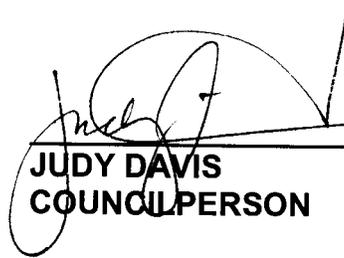


10/20/2008

CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



DAWN PARDO  
CHAIR PRO TEM



**JUDY DAVIS**  
COUNCILPERSON

LYNNE L. HUBBARD  
COUNCILPERSON



**SHELBY L. LOWE**  
COUNCILPERSON

MOTIONED BY: D. Pardo \_\_\_\_\_

SECONDED BY: L. Hubbard \_\_\_\_\_

C. THOMAS \_\_\_\_\_  
aye

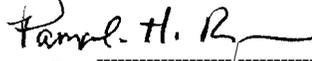
D. PARDO \_\_\_\_\_  
aye

J. DAVIS \_\_\_\_\_  
aye

L. HUBBARD \_\_\_\_\_  
aye

S. LOWE \_\_\_\_\_  
aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/22/08

RESOLUTION NO. 126-08 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN OPERATIONAL ASSISTANCE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE TOWN OF PALM BEACH SHORES AND THE CITY OF RIVIERA BEACH TO FACILITATE OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION; SAID AGREEMENT TO REMAIN IN EFFECT ONE (1) CALENDAR YEAR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach and the Town of Palm Beach Shores, the two entities encompassing Singer Island, share similar and mutually supportive objectives and goals for the future of the Singer Island Community; and

**WHEREAS**, the City of Riviera Beach and the Town of Palm Beach Shores have agreed to implement a focused and fully coordinated program to eradicate the existent petty crime from Singer Island; and

**WHEREAS**, the City of Riviera Beach wishes to execute an Operation Assistance Agreement with the Town of Palm Beach Shores to facilitate operational assistance and voluntary cooperation; and

**WHEREAS**, by entering this agreement, each Agency may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not be limited to investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, DUI violations, backup services during patrol activities, inter-agency task force and joint operations, and coverage of overtime details; and

**WHEREAS**, this agreement shall remain in effect for one (1) calendar year upon its passage and adoption by City Council.

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

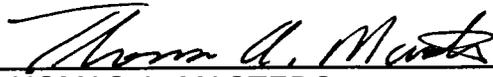
**SECTION 1.** The Mayor and City Clerk are hereby authorized to execute the Operational Assistance Agreement between the Town of Palm Beach Shores and the City of Riviera Beach.



RESOLUTION NO. 126-08

PAGE 3

APPROVED:



THOMAS A. MASTERS  
MAYOR

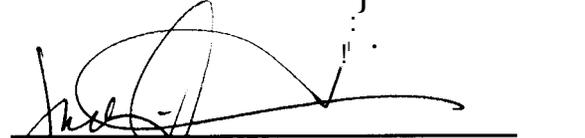
  
CK THC

ATTEST:

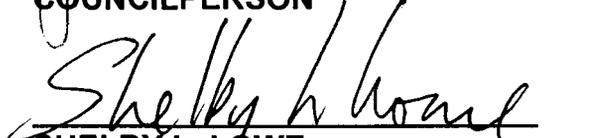
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CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
DAWN PARDO  
CHAIR PRO TEM

  
JUDY DAVIS  
COUNCILPERSON

  
LYNNE L. HUBBARD  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: L. Hubbard

C. THOMAS aye

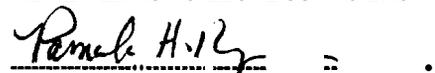
D. PARDO aye

J. DAVIS aye

L. HUBBARD nay

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/24/08

**TOWN OF PALM BEACH SHORES, FLORIDA AND  
CITY OF RIVIERA BEACH, FLORIDA  
COMBINED VOLUNTARY COOPERATION AND OPERATIONAL  
ASSISTANCE AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into this 1 day of October, 2008, by and between the Town of Palm Beach Shores, Florida a municipal corporation and political subdivision of the State of Florida ("Town") and the City of Riviera Beach, Florida, a municipal corporation and political subdivision of the State of Florida ("City") on behalf of their municipal Law Enforcement agencies, respectively, (hereinafter those Town and City Law Enforcement Agencies, respectively, shall be referred to individually as a "Cooperating Agency").

WITNESSETH:

WHEREAS, the Town and City Law Enforcement Agencies have the authority under Section 23.1225, *Florida Statutes*, et. seq., cited as the "Florida Mutual Aid Act," to enter Operational agreements for law enforcement service which:

- (1) Permit voluntary cooperation and assistance of a routine Law Enforcement nature across jurisdictional lines; and,
- (2) Provide for the rendering of assistance in a law enforcement emergency as defined in Section 252.34, *Florida Statutes*; and,

WHEREAS, the Town and City recognize that criminal activity extends beyond jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities when the need arises; and

WHEREAS, Town and City Law Enforcement Officers in the Town and City are often powerless to detain criminal offenders who pose a danger to the public on streets located in view of the jurisdictional boundaries of the Police Officer's respective employing Town or City but in the jurisdiction of the other Cooperating Agency; and

WHEREAS, the Town and City recognize that there is a need for a continuing multi-jurisdictional response to criminal offenders who are operating vehicles in violation of criminal traffic laws on streets located in view of the jurisdictional boundaries of the Police Officer's employing Town or City but in the jurisdiction of the other cooperating agency; and

WHEREAS, the Town and City desire to secure benefits of such mutual Law Enforcement aid for their respective jurisdictions; and,

WHEREAS, the Town and City are located in such close proximity to each other that it is advantageous to receive and extend Law Enforcement assistance in the form of Law Enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, *Florida Statutes*; and,

WHEREAS, the Town and City have detennined that it is in the best interest of the health, safety and welfare of their citizens to enter into this Voluntary Cooperation and Operational Assistance Agreement.

NOW, THEREFORE, the Town and the City hereby agree as follows:

### **I. Provisions for Operational Assistance**

The undersigned Town and City, on behalf of their Law Enforcement Agencies, currently participate in the Palm Beach County law enforcement mutual aid agreement. The provisions of this section will be governed by the current Palm Beach County Law Enforcement mutual aid agreement.

### **II. In-Progress Crime Assistance**

Currently both parties participate in the Palm Beach County law enforcement mutual aid agreement. The provisions of this section will be governed by the current Palm Beach County Law Enforcement mutual aid agreement, attached hereto as Exhibit A.

### **III. Voluntary Information Exchange / Technology Sharing**

In order to further facilitate a more substantial and sustaining effort to combat crimes that mutually affect each cooperating agency, each jurisdiction will make available certain services share infonnation to include the following:

1. Exchange on duty patrol shift information and briefing information.
2. Exchange Command Staff InfOlmation.
3. Install radio talk groups in each Cooperating Agency's Communications Center.
4. Cooperating Agencies will work to develop Operational plans to provide ongoing and periodic beach sweep operations.
5. Cooperating Agencies will share Records Management Systems(RMS) information.
6. Palm Beach Shores will provide the City of Riviera assistance in developing an ordinance(s) governing rental property.
7. Cooperating Agencies will work to develop Operational plans to investigate and target violators of rental/temporary housing laws in accordance with City Ordinances and State Statutes. Cooperating agencies will develop and share a database for such violators and property owners.
8. The City of Riviera Beach is to provide access to it Mobile Data Tenninal (MDT) to the City of Palm Beach Shores, with Palm Beach Shores paying all fees and cost associated with providing access to this System.
9. The City of Riviera Beach is to provide access to City of Riviera's MESH Broadband wireless system when it is fully operational, adjacent to the City of Palm Beach Shores.
10. Cooperating Agencies will work to develop a marketing campaign using Riviera Beach's Channel 18 to educate residents of Riviera Beach and Palm Beach Shores as to the importance of reporting crime.
11. The City of Riviera Beach will assist Palm Beach Shores with certain approved (by the Agency Head or his/her authorized designee by each party) Criminal Court Cases by making available the Community Prosecutor assigned to Riviera Beach by the State Attorney's Office, as approved by the State Attorney's Office.

12. The City of Riviera Beach will assist Palm Beach Shores with certain approved (by the Agency Head or his/her authorized designee by each party) Automated Fingerprint Information System submission comparison using Riviera's in-house AFIS system.

#### IV. Traffic Control Assistance

There is a need for ongoing and periodic traffic investigations within the Cooperating agencies' jurisdictions. Said traffic investigation will be conducted jointly and governed by an Operational Plan agreed upon by the Agency Head or his/her authorized designee for each party, targeting specific traffic situations and/or events that may cause traffic congestion or an increase or influx in traffic to areas within each party's jurisdiction. In addition, each party will share information gathered from the use of Automatic License Plate Readers (ALPR) by participating in database sharing of stored information as it relates to ALPR.

#### V. Definitions

For purposes of this Operational Agreement the following definitions shall apply:

- A. "Street" means as defined in Section 316.003(53), *Florida Statutes*, or amendments thereto.
- B. "Joint Task Force" means in this section those task forces composed of Law Enforcement Officers from the Town and City that are intended to address significant Law Enforcement problems that cross the jurisdictional lines of each of the cooperating agencies, including but not limited to, the sale and possession of narcotics or criminal traffic enforcement.

#### VI. Inter-Operational Joint Task Forces

A. Law Enforcement Officers assigned to joint task force operations pursuant to this Operational Agreement may enforce all applicable state laws while engaged in the joint task force operation and shall take enforcement action in accordance with applicable law including, but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), *Florida Statutes*, and completing appropriate documentation.

B. Law Enforcement Officers assigned to joint task force operations pursuant to this Operational Agreement shall be under the supervision of those individuals specified in the joint task force operational plan approved by the Agency Head or his/her authorized designee for the Cooperating Agencies.

#### VII. General Procedure for Requesting Assistance

In the event that a cooperating agency is in need of assistance as set forth above, such agency shall notify the agency from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer (officer) be in another subscribed agency's jurisdiction and witness commission of a crime of violence, the Officer shall be empowered to exercise authority as a law enforcement officer as if the officer was in the Officer's own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

Furthermore, sworn law enforcement officers (officer) of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

#### VIII. Command and Supervisory Responsibility

Both cooperating agencies participate in the Palm Beach County law Enforcement mutual aid agreement and the provision of this section shall follow the provisions of the Palm Beach County Law Enforcement mutual aid agreement. In the event of a special operational incident the Agency Head or his/her authorized designee for the Cooperating Agencies may mutually agree on the command structure for each individual operational plan prior to the incident.

#### IX. Powers, Privileges, Immunities and Costs

Both cooperating agencies participate in the Palm Beach County Law Enforcement Mutual-Aid agreement; this section shall follow the provisions of the Palm Beach County Law Enforcement mutual aid agreement.

#### X. Liability

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

**XI. Term of Operational Agreement**

A. Either agency may cancel its participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the discretion of any subscribing agency. This Operational Agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect for one (1) year. After this period Cooperating Agencies shall review this Agreement and mutually agree to continue or discontinue this Operational Agreement. If the Cooperating Agencies agree to continue this Operational Agreement, this Agreement will be extended for an additional one (1) year period and authorized by the City Manager / Administrator for each Cooperating Agency. Any modification to this Operational Agreement must be mutually agreed upon by the parties.

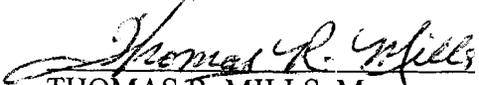
**XII. Forfeiture Provisions**

A. The jurisdiction in which the seizure took place will have the ability to advance the seizure action. The seizing agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, *Florida Statutes*, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

B. All proceeds from forfeited property seized as a result of or in accordance with this Operational Agreement shall be divided equally between the parties, less the costs associated with the investigation and less the costs associated with the forfeiture action.

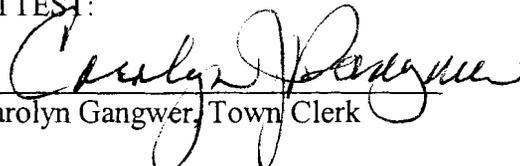
IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified at the Town of Palm Beach Shores, Palm Beach County, Florida and the City of Riviera Beach, Palm Beach County, Florida.

TOWN OF PALM BEACH SHORES

  
THOMAS R. MILLS, Mayor

(Town Seal)

ATTEST:

  
Carolyn Gangwer, Town Clerk

CITY OF RIVIERA BEACH

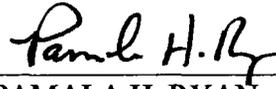
  
THOMAS A. MASTERS, Mayor

ATTEST:

(City Seal)

  
Carrie E. Ward, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:  •  
PAMALA H. RYAN -  
CITY ATTORNEY

DATE: 9/24/08

RESOLUTION NO. 127-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY TWO PERCENT (2%) FOR FISCAL YEAR 2008-2009 PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff recommends that a two percent (2%) salary adjustment be granted to department heads, and administrative, supervisory and confidential employees; and

WHEREAS, the minimum and maximum of the salary schedule for department heads, administrative, supervisory and confidential employees shall be increased by two percent (2%); and

WHEREAS, funds have been provided in the 2008-2009 Budget for salary increase; 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 a salary adjustment be granted and the salaries of the department heads, administrative, supervisory and confidential employees be increased by two (2%) effective October 1, 2008 for the 2008-2009 Fiscal Year and there shall be no merit/step increases on an employee's anniversary date for Fiscal Year 2008-2009.

SECTION 2. That the minimum and maximum salary for the pay grades will be adjusted by two percent (2%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

SECTION 3. Only those employees on the City's payroll at the time of payment will be eligible for retroactivity to October 1, 2008.

RESOLUTION NO. 127-08

PAGE 2

SECTION 4. This resolution shall take effect October 1, 2008,  
upon its passage and approval by the City Council.

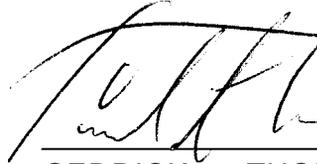
PASSED AND APPROVED this 1 day of October, 2008.

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APPROVED:



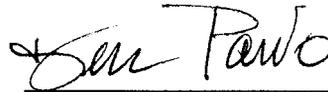
THOMAS A. MASTERS  
MAYOR



CEDRICK A. THOMAS  
CHAIRPERSON

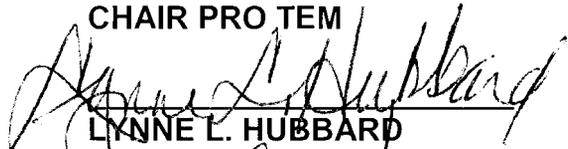
ATTEST:

7



DAWN PARDO  
CHAIR PRO TEM

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



LYNNE L. HUBBARD  
COUNCILPERSON

  
JUDY L. DAVIS  
COUNCILPERSON  
SHELBY LOWE  
COUNCILPERSON

Motioned by: J. Davis

Seconded by: D. Pardo

C. THOMAS      aye

D. PARDO        aye

L. HUBBARD     aye

J. DAVIS         aye

S. LOWE         aye

REVIEWED AS TO LEGAL SUFFICIENCY



Pamala H. Ryan, City Attorney

DATE 9/22/08

NOT APPROVED

RESOLUTION NO. 128-08

OCTOBER 1, 2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE PALM BEACH COUNTY RESOURCE CENTER WILLIAMS & HOPE CORP., JOINT VENTURE PARTNERSHIP, FOR THE IMPLEMENTATION OF A SMALL AND LOCAL BUSINESS/CONTRACTOR DEVELOPMENT PROGRAM FOR IN THE AMOUNT OF \$407,390.88; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$407,390.88 FROM ACCOUNT 608-00-220175 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, THE City Council of the City of Riviera Beach supports the development of local small and minority businesses; and

WHEREAS, small and medium size businesses create the largest numbers of new jobs; and

WHEREAS, City Council is desirous of increasing the employment opportunities for City of Riviera Beach residents; and

WHEREAS, the implementation of a Small and Local Business Contractor Development Program will facilitate the expansion of businesses in Riviera Beach and employment opportunities for residents; and

WHEREAS, the City of Riviera Beach has funding available in the Community Benefits fund; and

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

SECTION 1. The City Council authorizes the Mayor and City Clerk to execute the agreement with Palm Beach County Resource Center Williams & Hope Corp., joint venture partnership.

SECTION 2. The City Council authorizes the Finance Director to appropriate \$407,390.88 from the Community Benefits Fund, account 608-00-220175.

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

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008

APPROVED:

\_\_\_\_\_  
THOMAS MASTERS  
MAYOR

\_\_\_\_\_  
CEDRICK THOMAS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
DAWN PARDO  
CHAIR PRO-TEM

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
LYNNE L. HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

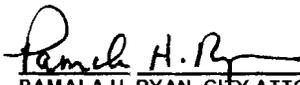
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JUDY L. DAVIS  
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: J. Davis

C. THOMAS       nay    
D. PARDO       nay    
L. HUBBARD     aye    
S. LOWE        nay    
J. DAVIS        nay  

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA H. RYAN, CITY ATTORNEY

DATE:   9/23/08