

**UTILITY SPECIAL DISTRICT  
BOARD OF DIRECTORS MEETING  
AGENDA**

**Council Chambers  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404**

**MONDAY, APRIL 17, 2017  
6:00 PM**

***NOTICE***

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDING SHALL, CONTACT THE EXECUTIVE ASSISTANT AIDE AT 561-845-4185 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

**DISTRICT BOARD OF DIRECTORS**

**TERENCE. D. DAVIS, BOARD CHAIRPERSON  
(DISTRICT 5)  
KaSHAMBA MILLER-ANDERSON, CHAIR PRO-TEM  
(DISTRICT 2)  
LYNNE L. HUBBARD, BOARD MEMBER  
(DISTRICT 1)  
TONYA DAVIS JOHNSON, BOARD MEMBER  
(DISTRICT 3)  
DAWN S. PARDO, BOARD MEMBER  
(DISTRICT 4)  
MAYOR THOMAS A MASTERS  
(Ex-Officio Board Member)**

**ADMINISTRATION**

**Jonathan E. Evans, City Manager  
Executive Director of Utility Special District**

**Assistant Executive Director of Utility Special District**  
**Claudene L. Anthony, CMC, District Clerk**  
**Andrew DeGraffenreidt, District Attorney**  
**Randy Sherman, District Finance Director**

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PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Utility Special District Board of Directors with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

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LOBBYING - ORDINANCE 4001 ADOPTED SEPTEMBER 2011

Lobbyist registration and reporting forms are available for you online and in Print. Forms can be obtained in the Office of the City Clerk and in the Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

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ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM, PLEASE FILL OUT A SALMON PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY BOARD OF DIRECTORS FOR DISCUSSION. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA. MEMBERS OF THE PUBLIC WILL BE GIVEN THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD AND SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

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**CALL TO ORDER**

**Roll Call**

**Invocation**

**Pledge of Allegiance**

**AGENDA Approval**

**Additions, Deletions, Substitutions**

**Disclosures by Board of Directors**

**Adoption of Agenda**

**Comments From the Public on Consent Agenda (Three Minute Limitation Total)**

**CONSENT AGENDA**

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

**MINUTES**

1. **MINUTES OF THE FEBRUARY 21, 2017 UTILITY SPECIAL DISTRICT MEETING**
2. **MINUTES OF THE MARCH 27, 2017 UTILITY SPECIAL DISTRICT MEETING**

### **RESOLUTIONS**

### **END OF CONSENT AGENDA**

### **AWARDS AND PRESENTATIONS**

### **PUBLIC HEARINGS**

### **REGULAR AGENDA**

3. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TRANSFER OF FUNDS FROM THE UTILITY SPECIAL DISTRICT CONTINGENCY ACCOUNT TO UTILITY SPECIAL DISTRICT SALARY & WAGES AND RELATED ACCOUNTS TO COVER COSTS FOR THE RETROACTIVE STIPEND PAYMENT IN ACCORDANCE WITH USD RESOLUTION #13-15UD; AND PROVIDING AN EFFECTIVE DATE.
4. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE UTILITY BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO REQUEST FOR INVITATION TO BID NUMBER 886-17-3 FOR A QUALIFIED FIRM TO PROVIDE UNDERGROUND STORAGE TANK REMOVAL OR CLOSURE IN PLACE FOR THE UTILITY DISTRICT; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND CITY CLERK TO EXECUTE AGREEMENT BETWEEN THE UTILITY DISTRICT BOARD AND THE FIRST RANKED FIRM ATC ENVIRONMENTAL GROUP SERVICES, LLC. IN AN AMOUNT NOT-TO-EXCEED \$27,902; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED FOR EACH TANK FROM ACCOUNT 412-1430-533-0-4604; AND PROVIDING AN EFFECTIVE DATE.

### **END OF REGULAR AGENDA**

**COMMENTS FROM THE PUBLIC - Non Agenda Item Speakers (Three Minute Limitation)** Public Comment should be restricted to issues, matters, or topics pertinent to the City of Riviera Beach. Please be reminded that the City Council has adopted Rules of Decorum Governing Public Conduct During Official Meetings, which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the District Board Chairperson may have any disruptive speaker or

attendee removed from the podium from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

### **DISCUSSION AND DELIBERATION**

### **DISCUSSION BY THE EXECUTIVE DIRECTOR OF THE UTILITY SPECIAL DISTRICT OR THE CITY MANAGER**

5. UPDATE ON ECR.
6. PROGRESS REPORT UPDATE.
7. UPDATE ON LIFT STATIONS #10 & 50

### **STATEMENTS BY THE DISTRICT BOARD**

### **ADJOURNMENT**

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

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**Subject: MINUTES OF THE FEBRUARY 21, 2017 UTILITY SPECIAL DISTRICT MEETING**

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**Recommendation/Motion: APPROVE THE MINUTES OF THE FEBRUARY 21, 2017 UTILITY SPECIAL DISTRICT MEETING**

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<b>Originating Dept</b>	OFFICE OF THE CITY CLERK	<b>Costs</b>
<b>User Dept.</b>	ALL	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
21FEB17.docx	MINUTES OF THE FEBRUARY 21, 2017 UTILITY SPECIAL DISTRICT	4/11/2017	Minutes

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Robinson, Claudene	Approved	4/11/2017 - 4:45 PM

**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
UTILITY SPECIAL DISTRICT MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
MONDAY, FEBRUARY 21, 2017, 2016 AT 6:00 P.M.**

(The following may contain unintelligible or misunderstood words due to the recording quality.)

[Tapping on mic]

**CHAIR PRO TEM MILLER-ANDERSON:** It's on.

[Inaudible background conversations before meeting]

[Gavel]

**CALL TO ORDER**

**CHAIR PRO TEM MILLER-ANDERSON:** Welcome to the February 21<sup>st</sup> Utility Special District meeting.

**ROLL CALL**

**INVOCATION**

**CHAIR PRO TEM MILLER-ANDERSON:** Madam, roll call.

**DEPUTY DISTRICT CLERK BURGESS:** Board Chair Terence Davis? [Pause].  
Board Pro Tem KaShamba Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Lynne Hubbard?

**BOARD MEMBER HUBBARD:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Tonya Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Dawn Pardo?

**BOARD MEMBER PARDO:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Mayor Thomas Masters?

**MAYOR MASTERS:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Interim District Manager Danny Jones?

**INTERM CITY MANAGER JONES:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** Assistant to the City Manager Troy Perry?

**ASST. TO CITY MANAGER PERRY:** Present.

**DEPUTY DISTRICT CLERK BURGESS:** Deputy District Clerk Jacqueline Burgess is present. District Attorney Andrew Degraffenreidt.

**DISTRICT ATTORNEY DEGRAFFENREIDT:** Here.

**DEPUTY DISTRICT CLERK BURGESS:** You have a quorum.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you.

### **PLEDGE OF ALLEGIANCE**

**CHAIR PRO TEM MILLER-ANDERSON:** We'll now do a moment of silence as well as the Pledge of Allegiance. If Ms. Tonya Davis Johnson wants to lead us.

[Moment of silence]

**BOARD MEMBER DAVIS JOHNSON:** I pledge allegiance...

**ALL:** ...to the Flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible with liberty and justice for all.

### **AGENDA APPROVAL**

### **ADDITIONS, DELETIONS OR SUBSTITUTIONS**

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Do we have any additions, deletions or substitutions?

**INTERM CITY MANAGER JONES:** No, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Any disclosures by the Board or Directors?

**MAYOR MASTERS:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**MAYOR MASTERS:** Just for the record then, for the viewing public, the Mayor is not a Member of the Utility District Board, only an ex official Board Member.



**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**MAYOR MASTERS:** Just needed to say that on the record.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Thank...

**MAYOR MASTERS:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** ...you. Any other..., any disclosures?  
[Pause]. Okay.

### **ADOPTION OF AGENDA**

**CHAIR PRO TEM MILLER-ANDERSON:** 'Have a motion to adopt the Agenda?

**BOARD MEMBER PARDO:** So moved.

**BOARD MEMBER DAVIS JOHNSON:** So moved.

**BOARD MEMBER HUBBARD:** Second.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

### **CONSENT AGENDA**

**CHAIR PRO TEM MILLER-ANDERSON:** ALL MATTERS LISTED UNDER THE.., THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

**CHAIR PRO TEM MILLER-ANDERSON:** Do we have anyone that want to pull an Item from the Consent Agenda?

**BOARD MEMBER HUBBARD:** No. 2 just for a question.

**CHAIR PRO TEM MILLER-ANDERSON:** So, Ms. Hub'., Councilwoman..., Commissioner Hubbard wants to pull No. 2, for discussion. [Pause]. Anyone else? [Pause]. Alright. Do we have a motion to adopt the..., I'm sorry, to adopt the Agenda with the..., No. 2 being pulled?

**BOARD MEMBER DAVIS JOHNSON:** So moved.

**BOARD MEMBER HUBBARD:** Second.

**CHAIR PRO TEM MILLER-ANDERSON:** For the Consent Agenda. I'm sorry. For...

**BOARD MEMBER HUBBARD:** Second.

**CHAIR PRO TEM MILLER-ANDERSON:** ...the Consent Agenda. Alright.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright.

## **2. ITEM NO. 2**

**DEPUTY DISTRICT CLERK BURGESS:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA APPROVING THE CONTRACT WITH P J'S LAND CLEARING AND EXCAVATION, INC. OF LAKE WORTH, FLORIDA BY PIGGYBACKING ON THEIR CONTRACT WITH THE CITY OF LAKE WORTH FOR AN AMOUNT NOT EXCEED \$49,500 FOR LIME SLUDGE HAULING SERVICES AT

**THE UTILITY DISTRICT'S WATER TREATMENT PLANT, AUTHORIZING DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT, AUTHORIZING DISTRICT FINANCE DIRECTOR TO PAY THIS AMOUNT OF ACCOUNT NO. 411143753305208 AND PROVIDE AN EFFECTIVE DATE.**

**BOARD MEMBER PARDO:** So moved.

**BOARD MEMBER DAVIS JOHNSON:** Second.

**BOARD MEMBER HUBBARD:** Second.

**MAYOR MASTERS:** [Chuckle].

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**INTERM CITY MANAGER JONES:** Mr. Mealy.

**PURCHASING MANAGER MEALY:** Good evening. Dean Mealy, Purchasing. This.., the Utility District previously used P J's Hauling for lime. P J's renewed their contract with the City of Lake Worth at 495 a ton, which was the exact same price it had been in the previous contract. The pricing is extended to other municipalities and because of the.., economy is stale.., scale, is in our best interest, at this point, to actually use P J's as a certified hauler of the lime. In checking with other municipalities that, that provide lime sludge hauling, this price is a reasonable price and is actually probably one of the best values around at this point.

We will be seeing an increase. We'll probably be coming back to the Board at some point in discussion with Mr. Perry, in the next year as the water plant becomes more operative. You'll have more lime production as part of the treatment process.., So, the dollar value of the \$49,500 will probably increase, at some point during the.., as the water plant improvements are made.

**BOARD MEMBER HUBBARD:** Question.

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**BOARD MEMBER HUBBARD:** Is the company here?

**PURCHASING MANAGER MEALY:** No, ma'am. They're not.

**BOARD MEMBER HUBBARD:** There's no representative from their company...

**PURCHASING MANAGER MEALY:** No, ma'am. And, and it must be noted that lime sludge hauling is not a normal commodity that can actually be picked up by any firm. It is specialized, considered hazardous waste and that, therefore, you have to

have certain certifications and, uh, and in this market, there's very few firms that actually can provide the removal of lime sludge.

**BOARD MEMBER HUBBARD:** Okay. Thank you.

**PURCHASING MANAGER MEALY:** You're welcome.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Any other questions?

**MAYOR MASTERS:** Yes. Madam Chair? Mr. Mealy, come back. The 49... Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Uhuh. Go ahead.

**MAYOR MASTERS:** The \$49,000.., \$49,500, that's, um, you said it could exceed that next time? I mean, clarify that, for me.

**PURCHASING MANAGER MEALY:** As the water treatment process is actually enhanced by the, the feed units at the plant, as the improvements are made, more lime will actually be used to soften the water, which means you have a better quality of water. This is standard throughout the industry. So, with that being stated, as you use more lime to treat the water, we're gonna have more lime to dispose of. So, the figured bas'.., the forty-nine five, \$49,500 was based on an estimate upon last year's usage. This amo'.., [stammer], this number will increase once the plant expansion or improvements have been made.

**MAYOR MASTERS:** Mr. Perry?

**ASST. TO CITY MANAGER PERRY:** Ms. Chair. Also, as you notice, those large mounds of.., piles of, like, sand in the back of the Utility District, that's lime. We're trynna get rid of that stuff. Wha'.., what's happened, at the last City Council meeting, the Board approved.., the City Council approved for us to have a heavy equipment operator so we'll have a, a heavy equipment operator constantly moving that debris so we can get, you know, get it removed from here. So, you'll see it because we're trynna clean up the plant and, as Mr. Dean Mealy just said, because the, the water should replenish, start more production so we'll turn out more lime.

**MAYOR MASTERS:** So, in re'.., in, in essence, this is more like a guide 'cause it's not.., this is not a fix, this is a prox'.., proximate...

**PURCHASING MANAGER MEALY:** The 495 a ton is, uh, the rate that Lake Worth has a contract with, which is actually a good market price right now in the industry. As the Utility increases production of lime, the 495 would still apply, we'll just increase the tonnage of lime being pulled out which means the dollar amount would be increased. At that point, the Utility District would go through the procurement and we would come back to...

**MAYOR MASTERS:** Come back...

**PURCHASING MANAGER MEALY:** ...the Council and...

**MAYOR MASTERS:** [Inaudible].

**PURCHASING MANAGER MEALY:** ...ask for it to be..., the dollar threshold to...

**MAYOR MASTERS:** I just needed...

**PURCHASING MANAGER MEALY:** ...be increased.

**MAYOR MASTERS:** ...you to clear that. Thank you, Mr. Mealy. Thank you, Madam Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Anyone else? Alright. Madam...

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Anonymous..., unanimous vote.

[Chuckles]

### **END OF CONSENT AGENDA**

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. That ends our Consent Agenda.

### **AWARDS AND PRESENTATIONS**

**CHAIR PRO TEM MILLER-ANDERSON:** Do we have any awards and presentations?

**ASST. TO CITY MANAGER PERRY:** No, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

### **PUBLIC HEARINGS**

**CHAIR PRO TEM MILLER-ANDERSON:** Public hearings? [Pause]. None?

**ASST. TO CITY MANAGER PERRY:** No, ma'am.

### **REGULAR AGENDA**

#### **3. ITEM NO. 3**

**CHAIR PRO TEM MILLER-ANDERSON:** Regular Agenda Item No. 3.

**DEPUTY DISTRICT CLERK BURGESS:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING CONTRACT AWARD TO WHARTON-SMITH, INC., A FLORIDA CORPORATION, FOR COMPLETION OF WORK AT LIFT STATION 10 AND 50 AND AUTHORIZING UTILITY DISTRICT FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT 413143853506301 AND PROVIDE AN EFFECTIVE DATE.

**BOARD MEMBER PARDO:** So moved.

**BOARD MEMBER DAVIS JOHNSON:** Second.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Who's doing this Item?

**UNK:** Mr. Mealy.

**PURCHASING MANAGER MEALY:** Good evening. Dean Mealy, Purchasing.

The Utility District made a recommendation that they needed to expedite the repair of the U repump..., pump station to improve the quality of water on the western portion of the City. With that being stated, in 2012, if you look at the background summary that was attached to your Item No. 3, this Item originally was issued out in 2012 and then again in 2014 and then again in 2015. This Item's been out three times with no previous action taken. The Utility District, based on the recommendations and the review by Global Tech and their, their existing contract with Palm Beach County, it was in the best [pause], best recommendation of the Utility to move forward using Global Tech to make these necessary repairs to improve the immediate quality of water to the western portion of the City. Based on a contract and based on the pricing from the previous three times this, this Item had been out on the street, to actually move forward at this time to award the contract to Global Tech for design and construction.

**CHAIR PRO TEM MILLER-ANDERSON:** Any questions?

[Pause]

**BOARD MEMBER HUBBARD:** Who were some of the other firms that came in with Global Tech?

**PURCHASING MANAGER MEALY:** This, this was sent out previously to other vendors. The, the Utility made a decision to specifically tackle, or task Global Tech due to their expertise. Remember, this was a critical and sensitive issue to the City as far as the chlorination to the western part of the City. The bidding process was done, the previous two times. The last two times you had Close Construction, as one of the vendors, who you just relieved of duty for Stations 10 and 50, you had TLC Diversified in gap design from the previous time. This time, the Utility decided to make an emergency and, and to proceed strictly with Global Tech based on their, their engineering and construction experience to make this repair to get the, the Utility up to..., with the Consent Order.

**BOARD MEMBER HUBBARD:** Okay. Thank you.

**PURCHASING MANAGER MEALY:** And, just to note, the pricing that Global Tech has for the b'..., presented, is, is the same pricing, if..., with more equipment and more modifications to the design and delivery of the water treatment than the previous bid was su'..., that was submitted in 2014.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Any other questions, concerns?

**MAYOR MASTERS:** Yes, Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**MAYOR MASTERS:** For the, for the benefit of those who are viewing and listening, could you be a little bit more geographically descript'..., descriptively, whatever that means of the western part of the City. When you say the western part with the, uh, pump station with the U, when you said the western part, what...

**BOARD MEMBER PARDO:** Gramercy Park.

**MAYOR MASTERS:** ...what area are we talking about generally speaking, that that serves? [Inaudible]...

**ASST. TO CITY MANAGER PERRY:** This, this tank is located at Avenue U and Dr. Martin Luther King Boulevard that..., the large tank right there on the corner and that tank serves the western community, from Riviera Beach all the way out to Gramercy Park.

**MAYOR MASTERS:** Okay. And everything in between?

**ASST. TO CITY MANAGER PERRY:** Yes, sir.

**MAYOR MASTERS:** Even, Military...

**ASST. TO CITY MANAGER PERRY:** And...

**MAYOR MASTERS:** ...and all that?

**ASST. TO CITY MANAGER PERRY:** Yes, sir. And, and, hopefully, once this is all complete, we won't have to do as much flushing as we're doing now to try to cleanse the system and those issues that we had pursuant to that Consent Order, should, should go away.

**MAYOR MASTERS:** Alright. Okay. I just wanted to know, when you said western, I want people to know that's..., what area that is.

**ASST. TO CITY MANAGER PERRY:** Yes.

**MAYOR MASTERS:** Thank you.

**ASST. TO CITY MANAGER PERRY:** Thank you, Madam Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** You're welcome. Anyone else?  
[Pause]. Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

#### **4. ITEM NO. 4**

**DEPUTY DISTRICT CLERK BURGESS:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION RELATING TO REQUEST FOR PROPOSAL NO. 848-17-1 FOR CONSULTING ENGINEERING FIRMS FOR WATER AND WASTEWATER, AUTHORIZING THE PURCHASING DEPARTMENT TO NEGOTIATE PRICING TERMS AND CONDITIONS, AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND CITY CLERK..., DISTRICT CLERK TO EXECUTE AGREEMENTS BETWEEN THE UTILITY DISTRICT BOARD AND THE FIRST FRANKED FIRM, BFA ENVIRONMENTAL CONSULTANTS AND A SECOND RANKED FIRM, CHEN MOORE AND ASSOCIATES AND AUTHORIZING UTILITY DISTRICT FINANCE DIRECTOR TO



**MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED AND PROVIDING AN EFFECTIVE DATE.**

**BOARD MEMBER PARDO:** So moved.

[Pause]

**CHAIR PRO TEM MILLER-ANDERSON:** Do we have a second?

**BOARD MEMBER HUBBARD:** Second.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright.

**PURCHASING MANAGER MEALY:** Good evening. 0Dean Mealy, Purchasing. As I had outlined previously several months ago, we had actually reissued the engineering consulting contract back out, as an RFP. Five firms competed for the contract and we had stated in the RFP that we would select the two top ranked firms. The five firms that competed were BFA Environmental, Chen Moore, AECOM Technical Services, CES and the fifth one I cannot read on here, my paper doesn't show it but the two top ranked firms, by the selection committee were BFA and Chen Moore. It is our recommendation to move forward with the selection committee and the Utility District engineering and Utility District [stammer] Director's recommendation to hire BFA as the top-ranked firm and Chen Moore as the second-ranked top firm.

**BOARD MEMBER PARDO:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**BOARD MEMBER PARDO:** Okay. So, Mr. Mealy, just for the record, the fifth firm was CPH, Inc.

**PURCHASING MANAGER MEALY:** It is cut off...

**BOARD MEMBER PARDO:** Thank you, ma'am.

**PURCHASING MANAGER MEALY:** ...my paper. Thank you.

**BOARD MEMBER PARDO:** You're welcome.

**ASST. TO CITY MANAGER PERRY:** [Stammer], just for the record, so Council... If you, if you choose to approve these Items, we'll have a total of three engineering firms on staff to try to complete all those capital projects. We'll have C Solutions, BFA and Chen Moore. So, those'll be the three engineering firms that we have to choose from when projects come up.

**CHAIR PRO TEM MILLER-ANDERSON:** You said C Solutions?

**ASST. TO CITY MANAGER PERRY:** Yes. They..., they already have an...

**CHAIR PRO TEM MILLER-ANDERSON:** Oh, the...

**ASST. TO CITY MANAGER PERRY:** ...agreement with us, they're already on it.

**INTERM CITY MANAGER JONES:** [Inaudible].

**BOARD MEMBER HUBBARD:** But they're not the construction.

**BOARD MEMBER PARDO:** They're doing...

**BOARD MEMBER HUBBARD:** They're doing...

**BOARD MEMBER PARDO:** ...the Lift Station.

**BOARD MEMBER HUBBARD:** ...[inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** [Chuckle]. Okay.

**ASST. TO CITY MANAGER PERRY:** They're all three engineering firms, totally, that we'll, that we'll have to choose from when these projects come up. We'll have 'em on...

**BOARD MEMBER HUBBARD:** Okay. So, you wanna take them on [inaudible]...

**UNK:** Microphone, please.

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible] microphone.

**BOARD MEMBER HUBBARD:** You won't take them on with a retainer?

**ASST. TO CITY MANAGER PERRY:** No. No.

**UNK.:** [Inaudible].

**ASST. TO CITY MANAGER PERRY:** No. Only when a project comes up, we'll evaluate the project and determine who, who would take on that project.

**UNK:** [Inaudible whisper].

**BOARD MEMBER HUBBARD:** Okay.

**BOARD MEMBER DAVIS JOHNSON:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**BOARD MEMBER DAVIS JOHNSON:** Could.., could you just clarify what you mean by that when you say, 'Would you take them on with a retainer', Madam Councilwoman?

**BOARD MEMBER HUBBARD:** I'm sorry...

**BOARD MEMBER DAVIS JOHNSON:** Would you clarify or just explain what you're, what you mean by that?

**BOARD MEMBER PARDO:** [Inaudible background comment].

**BOARD MEMBER HUBBARD:** You know, when..., if he was taking them on and we were paying them each...

**BOARD MEMBER PARDO:** [Inaudible background comment].

**BOARD MEMBER HUBBARD:** Say, say we took them on and we're paying each of them \$50,000 or whatever and they would be just sitting there until...

**BOARD MEMBER DAVIS JOHNSON:** Gottcha.

**BOARD MEMBER HUBBARD:** ...you know, some work came up. That's what I was thinking. But I..., because..., I'm glad to hear that they're just gonna be...

**BOARD MEMBER DAVIS JOHNSON:** Right.

**BOARD MEMBER HUBBARD:** ...on the list...

**BOARD MEMBER DAVIS JOHNSON:** That they're available.

**BOARD MEMBER HUBBARD:** ...or in the vendor...

**BOARD MEMBER DAVIS JOHNSON:** They're available.

**BOARD MEMBER HUBBARD:** ..in the, in the vendor pool, now. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Anyone else?

**MAYOR MASTERS:** Yes, Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**MAYOR MASTERS:** [Inaudible], where's the, um, the a'..., what is the address of Chen Moore and Associates? Where, where are they from? What is the address?

**UNK:** West Palm.

**MAYOR MASTERS:** I think it's West Palm.

**PURCHASING MANAGER MEALY:** It is West Palm.

**MAYOR MASTERS:** Okay. That's... That's okay. You can give it to me later.

**PURCHASING MANAGER MEALY:** Also, to clarify Councilwoman Hubbard's question, when we negotiate with the two firms for pricing, we will not engage retainage for the firms. It'll be based on the projects issued out.

**MAYOR MASTERS:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay? Anyone else? [Pause]. Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Item No. 6.

**DEPUTY DISTRICT CLERK BURGESS:** 5.

**CHAIR PRO TEM MILLER-ANDERSON:** 5. Mm, skipped it. I'm sorry.

**5. ITEM NO. 5**

**CHAIR PRO TEM MILLER-ANDERSON:** Item 5.

**DEPUTY DISTRICT CLERK BURGESS:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA ACCEPTING STAFF'S RECOMMENDATION RELATING TO C SOLUTIONS, INC. FOR CONTINUATION OF ENGINEER OF RECORD AND ENGINEERING CONSULTING SERVICES FOR LIFT STATION 10 AND 50, AUTHORIZING THE PURCHASING DEPARTMENT, EXECUTIVE UTILITY DIRECTOR AND CITY MANAGER TO NEGOTIATE PRICING TERMS AND CONDITIONS, AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND DISTRICT CLERK OT EXECUTE AGREEMENTS BETWEEN UTILITY DISTRICT BOARD AND C SOLUTIONS, INC. AND AUTHORIZE THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED AND PROVIDE AN EFFECTIVE DATE.

**BOARD MEMBER PARDO:** So moved.

**BOARD MEMBER DAVIS JOHNSON:** Second.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**PURCHASING MANAGER MEALY:** Good evening, Council. Dean Mealy, Purchasing. It is the recommendation, based on the condition of Lift Station 10 and 50 that a third amendment be issued to C'..., C Solutions as engineer of record to complete the projects at both stations with the knowledge base that they have. The pricing is listed in the background summary and that is to be negotiated between the Utility Director, myself and to be brought back to Council.

**CHAIR PRO TEM MILLER-ANDERSON:** Any questions?

**BOARD MEMBER PARDO:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**BOARD MEMBER PARDO:** Okay. Mr. Perry, could...

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am.

**BOARD MEMBER PARDO:** ...you please give us an update on these two lift stations, please?

**ASST. TO CITY MANAGER PERRY:** Sure. I also have our attorney, Mr. Cunningham, here also, if, if you have any additional questions.

**BOARD MEMBER PARDO:** Thank you.

**ASST. TO CITY MANAGER PERRY:** As you know, we signed an agreement last month with Wharton-Smith to complete Lift Stations 10 and 50. We met with them a couple of weeks ago. They've been going through and doing their due diligence. Today, we just issued them an administrative notice to proceed, which means it gives them permission to start going on the various sites, start looking at the equipment, doing inventory so they can get ready to mobilize and start. The hold up for Lift Station 10, which is on the Island is we're waiting on the permits from South Florida Water Management District and DEP. And there's really not very much holding 'em up at 50 but, like I said, they're, they're working to clean the site and get it, get, get, you know, get it organized so they can go ahead and start.

So, we anticipate, you know, soon as they get their permits from South Florida Water Management District and DEP, they'll begin work. Couple things they're gonna do, they're gonna do like a public relations type of campaign to try to let the, the neighborhoods know exactly what they're doing. One of the things they'll be asking is to close down that road while they do st'..., Lift Station 10 on the Island, only when they're ready to go and complete the project. So, I think we, um, I think they're doing an

excellent job. We've been.., they're very thorough and hopefully the next couple of weeks you should see them to start working at both lift stations.

**BOARD MEMBER PARDO:** Okay. So when did they apply for the permits?

**ASST. TO CITY MANAGER PERRY:** I don't have that date. Do you have a date, Mr. Cunningham?

**MR. M. CUNNINGHAM:** [Inaudible].

**ASST. TO CITY MANAGER PERRY:** I don't have the exact date but...

**BOARD MEMBER PARDO:** Like, in the past week or two weeks?

**ASST. TO CITY MANAGER PERRY:** It's been about two weeks.

**BOARD MEMBER PARDO:** And...

**MR. M. CUNNINGHAM:** They ap'.., Malcolm Cunningham.

**BOARD MEMBER PARDO:** Good evening.

**MR. M. CUNNINGHAM:** I represent you, the Utility Board with respect to the completion of Lift Stations 10 and 50. As soon as they signed the contract, they applied for the permits.

**BOARD MEMBER PARDO:** Okay.

**MR. M. CUNNINGHAM:** Including the permit transferring the name of the permit from Close to Wharton-Smith, here at the City of Riviera Beach.

**ASST. TO CITY MANAGER PERRY:** Correct.

**MR. M. CUNNINGHAM:** So, the, the [stammer], they, they were diligent in terms of advancing the permits and they're, they're just waiting on them right now. There's substantial dewatering that had to occur at Lift Station 10. And so, they need the permits from South Florida Water Management District and DEP to accomplish that.

**BOARD MEMBER PARDO:** Okay. And does it usually take a couple of weeks? Do we, [stammer], you know, offhand, do you know?

**MR. M. CUNNINGHAM:** I don't...

**BOARD MEMBER PARDO:** It's just...

**MR. M. CUNNINGHAM:** ...know but...

**BOARD MEMBER PARDO:** ...a question.

**MR. M. CUNNINGHAM:** ...I, I understand a couple weeks.

**BOARD MEMBER PARDO:** Okay. Alright. Thank you.

**MR. M. CUNNINGHAM:** You're welcome.

**BOARD MEMBER PARDO:** Appreciate it. Okay. That's it, Madam Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**BOARD MEMBER PARDO:** Thank you.

**BOARD MEMBER HUBBARD:** Question.

**CHAIR PRO TEM MILLER-ANDERSON:** Anyone else? Go ahead.

**BOARD MEMBER HUBBARD:** Yes. I, I want.., two questions. One, on the..., they will be on the list twice, C Solutions, if, if they..., on the list that you just read, where we have, in number, in number fi'.., in number four. And also, they'll play another role in, in number 5?

**ASST. TO CITY MANAGER PERRY:** Well, currently, they, they have the most information and they're just completing the project for Lift Stations 10 and 50. However, as we agreed, we want to also have a list of engineers so we have a ton of capital projects that we wanna try and complete over the next fiscal year, so we won't have to keep coming back. We already have three...

**BOARD MEMBER HUBBARD:** I...

**ASST. TO CITY MANAGER PERRY:** ...engineering firms. So yes, they will...

**BOARD MEMBER HUBBARD:** That part...

**ASST. TO CITY MANAGER PERRY:** ...remain on the list.

**BOARD MEMBER HUBBARD:** Okay.

**ASST. TO CITY MANAGER PERRY:** Correct.

**BOARD MEMBER HUBBARD:** So, they're gonna be on the list of, um, in the pool...

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am.

**BOARD MEMBER HUBBARD:** ...of engineers that we have.

**ASST. TO CITY MANAGER PERRY:** That's correct.

**BOARD MEMBER HUBBARD:** And they're also going to be the engineer of record for the City, just for this, for Lift Station 10...

**ASST. TO CITY MANAGER PERRY:** This is...

**BOARD MEMBER HUBBARD:** ...and 50?

**ASST. TO CITY MANAGER PERRY:** This is their current project that they're working on...

**BOARD MEMBER HUBBARD:** This is...

**ASST. TO CITY MANAGER PERRY:** ...for the City.

**BOARD MEMBER HUBBARD:** ...the current project...

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am.

**BOARD MEMBER HUBBARD:** ...that they're working on because they're in the pool or because they are our engineer of record for...

**ASST. TO CITY MANAGER PERRY:** Well...

**BOARD MEMBER HUBBARD:** ...the City?

**ASST. TO CITY MANAGER PERRY:** Well, because when they were originally, when they, when they went through the RFP process, they were in the pool. So when this project came up, they were assigned this project.

**BOARD MEMBER HUBBARD:** Okay.

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am.

**BOARD MEMBER HUBBARD:** So they, they were assigned this project?

**ASST. TO CITY MANAGER PERRY:** Correct.

[Inaudible background comment]

**BOARD MEMBER HUBBARD:** Remember.., I wanna find out about this. Remember when they designed the project for Close Construction and we started to have the problem...

**ASST. TO CITY MANAGER PERRY:** Mhmm.

**BOARD MEMBER HUBBARD:** ...and then we brought them back in, like, at over \$200,000 to figure out what the problem was...

**ASST. TO CITY MANAGER PERRY:** Mhmm.



**BOARD MEMBER HUBBARD:** ...that Close Construction was having and, um, tell me the difference between that amount of money and this three hundred and forty some thousand dollars?

**ASST. TO CITY MANAGER PERRY:** And, and I'mma try to do it off the top of my head 'cause I wasn't really intimately involved at the time but I believe, based on the progress of Close, there were change orders, or different submittals that the City had to review. In addition, if you look at that payment, I believe that CI'..., C Solutions conducted work prior to that also. So, in that pay'..., so, in that additional funding was payment for work they had previously done and also because of the resubmittals from Close Construction, there was additional work that had to be completed. And so, therefore, C Solution..., I mean, yeah, C Solution, again 'cause they were the engineer for this project, they were responsible for providing that service. However, for this one, this is to help complete the project.

Now one of the things that we are trying to do and, I believe our attorney can speak to it, a lot of this money we're trying to recoup from the surety bond. So, our attorney's currently working with the surety company, Hartford, to try to see how much the City actually is gonna recoup. So we believe that some of the cost that we paid, uh, C Solutions during that process, we're, we're hoping that we get those costs back because it was a part of the entire project and since we were not moving forward, you know, we believe we're, we're entitled to those costs.

**BOARD MEMBER HUBBARD:** So tell... So tell me..., I'm trying to understand two things. One thing was that they were already our engineer of record and they were getting a fee for that, for that service.

**ASST. TO CITY MANAGER PERRY:** They, they...

**BOARD MEMBER HUBBARD:** So when we...

**ASST. TO CITY MANAGER PERRY:** ... they were... Let me, let me answer that right quick. They were the engineer of record because they were assigned that project. So, when they, when they developed the project, they gave us a proposal and the City accep'..., the District accepted that proposal.

**BOARD MEMBER HUBBARD:** And then that was a certain fee?

**ASST. TO CITY MANAGER:** Correct.

**BOARD MEMBER HUBBARD:** Right?

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am.

**BOARD MEMBER HUBBARD:** So, after they designed the project and they were the engineer of record, there became a problem and we had a problem that, because they were the designers of it, they came back and it was over \$200,000 for them to go out and look at and find the problem that Close Construction was having that they couldn't

finish the project and to narrow it down and bring back to us and tell us what the problem was.

**ASST. TO CITY MANAGER PERRY:** Mhmm.

**BOARD MEMBER HUBBARD:** So, I'm just.., and, and I'm sure.., I'm sure you can tell me why this pot of money for \$350,000 is different from that two hundred and something thousand dollars. Because I'm certain this must be for something totally different that I'm just not understanding you to say. What is it for?

**ASST. TO CITY MANAGER PERRY:** Well, let me [stammer], this additional funding is to assist with the engineering and the design, or, or help to manage the project that's gonna be cl'.., be completed by Wharton-Smith. So, the additional services that the engineer will provide in making sure that this project is complete.

**INTERM CITY MANAGER JONES:** Ms. Hubbard, I think I might be able to...

**ASST. TO CITY MANAGER PERRY:** [Inaudible].

**INTERM CITY MANAGER JONES:** ...assist here.

**BOARD MEMBER HUBBARD:** Thank you. Any...

**INTERM CITY MANAGER JONES:** The, the.., you, you spoke of a problem between C Solution and Close. I think one of the key concerns for C Solutions was Close Construction was not following the direction and the design as outlined, including having the dewatering plan so, so it required additional engineering services as well as inspections by C Solutions to monitor Close. That was a, a.., some.., those were some of the major reasons for the increase fees, I believe, back in July, is the back and forth between the two before C Solutions was terminated. Um, Cl'.., I'm sorry, before Close Construction was terminated.

**ASST. TO CITY MANAGER PERRY:** In, in, in the ba'...

**BOARD MEMBER HUBBARD:** And that's fine. And, and, you know, I, I hear what you're saying. I know that, you know, I'm not even talking about their back and forth or their problems or, or one not sta'.., understanding the others design and he's not building it out to his, his specifications. What I'm talking about is the fact that he charged over \$200,000 to come back to supervise and monitor and locate the problem that, whatever it was, that Close Construction was having. So with that said, we had to bring him back on re'.., on ret'.., we have to retain.., we had to retain his services to figure out what's the, what's the bottleneck. What's the problem? Why can't they move forward? And that cost over \$200,000.

Now, I'm not talking about what the problem was or who created it. I'm talking about the over \$200,000 for after his design fee, he had to come back and, and he charged us over \$200,000 to say, 'Hey, here's where your guy's making a pro'.., have a problem at and your guy's not doing this, we're goin'.., we're going into the field and we're gonna

find out what's wrong with your problem.' And that was over \$200,000. Now mind you, this.., if this \$300,000, for the same Lift Station 10 and 50 that Close Construction was working on, that he charged us to find the problem, so maybe he's charging us \$200,000 to find the problem and now maybe he's charging us \$350,000 to supervise your new contractors.

So, it sounds like that's what it is. Is that case?

**ASST. TO CITY MANAGER PERRY:** Well, if, if.., on, on the, the second page, it says construction and contract administrative services and the field services doing the construction.

**BOARD MEMBER HUBBARD:** Of?

**ASST. TO CITY MANAGER PERRY:** Of, of the, of the.., of the site, Lift Stations 10 and 50. So, he'll be working directly with Wharton-Smith to, to, uh, to provide those services.

And I understand what you're saying, Ms., Ms. Hubbard, about the \$200,000 but like I said before, based on my recollection, and like I said, I wasn't involved at that time but I remember but I don't think it was at all, it was the entire \$200,000. I think some of that was for...

**BOARD MEMBER HUBBARD:** I'm gonna find it for you.

**ASST. TO CITY MANAGER PERRY:** I understand what you're saying and I.., and.., but, but based on my understanding of the project, that there was some, um, in, in discussing what, what the Executive Director, Mr. Giles Rhoads, before he left, for some reason, all the services were not budgeted in the original agreement and that was one of the reasons that he felt that we had to come back and get additional funding. But at the same time, there was a, there was additional services that C Solutions provided that had...

**BOARD MEMBER HUBBARD:** They were...

**ASST. TO CITY MANAGER PERRY:** ...to be paid for.

**BOARD MEMBER HUBBARD:** Such as what?

**ASST. TO CITY MANAGER PERRY:** I can't.., like I said, I don't have it right off the top of my head but I, I just remember...

**BOARD MEMBER HUBBARD:** But I know that...

**ASST. TO CITY MANAGER PERRY:** ... what the services are. It was some type of engineering service. I just can't remember what it was, Ms., Ms. Hubbard but I'll get that information to you.

**BOARD MEMBER HUBBARD:** Okay. The, um., I'll just tell you in, you know, in closing what I know and what I remember. I remember that we were told, he had his one retainer for being the engineer of record. Second thing came up over \$200,000 because you had...

**UNK:** Microphone, please.

**UNK:** Microphone.

**BOARD MEMBER HUBBARD:** Because you had to go back out and get him to find out what the de'., what was the debacle that Close Construction made and now it's \$350,000 to finish the res'., to supervise the remaining of this project that is being done. They've already did the design, mind you and you're hiring your construction guy, Wharton-Smith, and so, it's \$350,000 to supervise the remainder of the project?

**ASST. TO CITY MANAGER PERRY:** That's correct, ma'am. Uh...

**BOARD MEMBER HUBBARD:** There's something wrong with that, don't you think?

**ASST. TO CITY MANAGER PERRY:** Well, based on working with the engineer and our attorney, there're., a lot of the work that C Solutions completed...

**BOARD MEMBER HUBBARD:** Mhmm.

**ASST. TO CITY MANAGER PERRY:** ...will have to be redone, so it will take some additional engineering services.

**BOARD MEMBER DAVIS JOHNSON:** Close Construction.

**ASST. TO CITY MANAGER PERRY:** I'm sorry, Close Construction. I apologize for that. So, a lot of the work has been sitting there for a while so C Solutions will have to do additional work, working with Wharton-Smith.

**BOARD MEMBER HUBBARD:** So you're saying that they would have to redesign their own project for Wharton-Smith to be able to go forward with this?

**ASST. TO CITY MANAGER PERRY:** No.

**INTERM CITY MANAGER JONES:** No. But they'd have to supervise...

**ASST. TO CITY MANAGER PERRY:** Supervise.

**INTERM CITY MANAGER JONES:** ...some of the work...

**ASST. TO CITY MANAGER PERRY:** Correct.

**INTERM CITY MANAGER JONES:** ...that was previously done, not according to specifications, from Close Construction. And, some of these dollars, the City will seek to receive back from the surety company.

**ASST. TO CITY MANAGER PERRY:** Correct.

**BOARD MEMBER HUBBARD:** Okay. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Anyone else? [Pause]. Alright.  
Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**6. ITEM NO. 6**

**CHAIR PRO TEM MILLER-ANDERSON:** Item No. 6.

**DEPUTY DISTRICT CLERK BURGESS:** **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE TOWN OF MANGONIA PARK, FLORIDA FOR THE PROVISION OF WATER SERVICE AND PROVIDING AND EFFECTIVE DATE.**

**BOARD MEMBER DAVIS JOHNSON:** So moved.

**BOARD MEMBER HUBBARD:** Second.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay?

**INTERM CITY MANAGER JONES:** Yes. I have it. As you may recall, the, the Mangonia Park app'.., Mayor and City Manager appeared before the Board last year to talk about this agreement. And, there's a clause in the agreement that requires a 12 month notification for renewal. The or'.., original agreement was signed in 2008. It was for a term of 10 years, which it's set to expire in March of 2018. They are asking that the City amend...

[Inaudible background comment]

**INTERM CITY MANAGER JONES:** ...the agreement to allow them to give us six month notice for renewal as opposed to 12. They're in the middle of trying to do some evaluations on moving their city forward and their Water Services Board and they'd like time to meet with the City to discuss different elements in our current agreement and, therefore, they're asking that we one, amend the timeframe and two, work with them for a workshop to discuss this agreement.

[Inaudible dais comment]

**BOARD MEMBER DAVIS JOHNSON:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**BOARD MEMBER DAVIS JOHNSON:** What does the reduction in the two'..., from..., going from 12 months to 6 months? How does that affect us?

**BOARD MEMBER PARDO:** Budget.

**BOARD MEMBER DAVIS JOHNSON:** Moving forward?

**INTERM CITY MANAGER JONES:** In speaking with Mr. Sherman, he said it'll affect our budget minimally. I know our budget schedule will be done and we will be moving into final adoption of our budget in September because that's when the notification will then come but, based on the revenues that the City receives from this agreement, it will minimally affect our budget.

**CHAIR PRO TEM MILLER-ANDERSON:** That's it, Mrs. Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Ms. Hubbard.

**BOARD MEMBER HUBBARD:** No questions ma'am.

**BOARD MEMBER PARDO:** Madam Chair?

**BOARD MEMBER HUBBARD:** [Inaudible] problem with...

**CHAIR PRO TEM MILLER-ANDERSON:** Hmm.

**BOARD MEMBER PARDO:** So, why d'..., you know, it's, it's not gonna affect our budget right now but God only knows what's gonna happen years down the road. So, why can't we just amend it for this year until they figure out what they're gonna do, if they're gonna go to West Palm Beach or if they're gonna stay with us?

**INTERM CITY MANAGER JONES:** Well, um...

**BOARD MEMBER PARDO:** You know, and this is similar to.., you know, we have agreements with other cities...

**INTERM CITY MANAGER JONES:** Mhmm.

**BOARD MEMBER PARDO:** ...with Palm Beach Shores and, you know...

**INTERM CITY MANAGER JONES:** I think in this...

**INTERM CITY MANAGER JONES:** ...you know, this...

**INTERM CITY MANAGER JONES:** ...particular...

**BOARD MEMBER PARDO:** ...is the same.

**INTERM CITY MANAGER JONES:** At this particular time, they're just asking for more time to meet with the Council in a workshop group to talk about the different elements that are in the agreement.

**BOARD MEMBER PARDO:** Alright. But if we, if we pass this agreement right now, then...

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**BOARD MEMBER PARDO:** ...from now until their contract expires, they, they just have to give us six months notice.

**INTERM CITY MANAGER JONES:** Yes.

**BOARD MEMBER PARDO:** Right. So, what I'm saying, can we somehow amend the.., you know, if everyone else is okay with it, can we just amend the contract for a year? You know? So, from now until.., what's today?

**INTERM CITY MANAGER JONES:** 19.

**BOARD MEMBER PARDO:** To the 20<sup>th</sup>...

**INTERM CITY MANAGER JONES:** March of '19.

**BOARD MEMBER DAVIS JOHNSON:** March '19.

**BOARD MEMBER PARDO:** Right. March nine'.., right, of '19 [pause] or '18? 18.

**INTERM CITY MANAGER JONES:** Well, it, it expires March of 2018.

**BOARD MEMBER PARDO:** Okay. Then, fine. So then, it really is just a year?

**INTERM CITY MANAGER JONES:** Yes.

**BOARD MEMBER PARDO:** Okay. Alright. Then, that's fine.

**INTERM CITY MANAGER JONES:** Alright.

**BOARD MEMBER PARDO:** I thought the co'.., the ten years had additional time.

**INTERM CITY MANAGER JONES:** There are options for renewal in the 10 year agreement and those are some of the elements I think they would like to discuss in a workshop setting.

**BOARD MEMBER DAVIS JOHNSON:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes. Go ahead. Were you finished, Ms. Pardo?

**BOARD MEMBER PARDO:** Yes, thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Go ahead.

**BOARD MEMBER DAVIS JOHNSON:** Although we're talking about the expiration, in March of 2018...

**BOARD MEMBER PARDO:** That's automatic.

**BOARD MEMBER DAVIS JOHNSON:** ...with this change, the language in Section 1, subset A, talks about the agreement shall have a term of 10 years. And so, if we're signing this, we're saying, ten yea'.., are we not saying 10 years from the date of expiration?

**INTERM CITY MANAGER JONES:** But, the, the.., what we're a'.., trying to do tonight is, basically, change the notification that they would like to renew. There's an option in the contract for renewal and there, there's a 12-month notification for that option to renew. So they're asking that instead of a 12 month notification, which will be March of 2017, to reduce that down to six months and they will provide us notification by September of 2017.

**BOARD MEMBER DAVIS JOHNSON:** Okay. I'm clear.

**INTERM CITY MANAGER JONES:** Alright. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** I have a question. For the first whereas, it says that the City entered into the agreement with Mangonia Park on March 10, 2018...

**INTERM CITY MANAGER JONES:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** ...to provide...

**INTERM CITY MANAGER JONES:** That's a typo.



**CHAIR PRO TEM MILLER-ANDERSON:** Oh, okay.

**INTERM CITY MANAGER JONES:** I'm sorry.

**CHAIR PRO TEM MILLER-ANDERSON:** So that...

**INTERM CITY MANAGER JONES:** This'll be 2008.

**CHAIR PRO TEM MILLER-ANDERSON:** 2008?

**INTERM CITY MANAGER JONES:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. And, just for my understanding, I know you just said that but I still don't understand how, what she just read off of the subsection A., Section 1, letter A, said, 'this agreement shall have a term of 10 years.' So, what did.., how does that go away and apply to only just being one year? I didn't understand the... You, you understood that fully? 'Cause I didn't.

**INTERM CITY MANAGER JONES:** Okay.

**BOARD MEMBER DAVIS JOHNSON:** I thought I did.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**INTERM CITY MANAGER JONES:** In the original agreement, there is an option for an additional term period.

**CHAIR PRO TEM MILLER-ANDERSON:** Which is not listed in here. It's in the...

**INTERM CITY MANAGER JONES:** Which is not ...

**CHAIR PRO TEM MILLER-ANDERSON:** ...uh, original...

**INTERM CITY MANAGER JONES:** ...listed in ...

**CHAIR PRO TEM MILLER-ANDERSON:** ...one.

**INTERM CITY MANAGER JONES:** ...the agreement.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. So [inaudible]...

**INTERM CITY MANAGER JONES:** In, in the amendment here.

**CHAIR PRO TEM MILLER-ANDERSON:** Is that on here? The original one?

**INTERM CITY MANAGER JONES:** The original was in...

**ASST. TO CITY MANAGER PERRY:** [Inaudible].

**INTERM CITY MANAGER JONES:** ...should be in your backup.

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible]. Oh, that's what I was looking at.

**INTERM CITY MANAGER JONES:** And...

**CHAIR PRO TEM MILLER-ANDERSON:** [Inaudible].

**INTERM CITY MANAGER JONES:** They're just.., the only thing that's.., they're trying to do here, is reduce the notification period, whether they wanna renew or not from 12 months to 6 months.

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. I understood that part.

**INTERM CITY MANAGER JONES:** Okay.

**CHAIR PRO TEM MILLER-ANDERSON:** It was just the 10 year part I wasn't quite understanding. Alright. Thank...

**BOARD MEMBER DAVIS JOHNSON:** Well, actually, I think, where, where it clears it up, it says, 'six months prior to the expiration of the original term and nothing new.'

**BOARD MEMBER PARDO:** Right.

**INTERM CITY MANAGER JONES:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** And the original...

**BOARD MEMBER DAVIS JOHNSON:** So that...

**CHAIR PRO TEM MILLER-ANDERSON:** ...term was...

**BOARD MEMBER DAVIS JOHNSON:** ...the original term...

**CHAIR PRO TEM MILLER-ANDERSON:** ...the 2008

**BOARD MEMBER DAVIS JOHNSON:** ...was the 2008.

**BOARD MEMBER HUBBARD:** '08, yes.

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** So, the 2018? Okay.

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright.

**INTERM CITY MANAGER JONES:** Okay?

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Anyone else?

**MAYOR MASTERS:** Yes. Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**MAYOR MASTERS:** I just want to thank Mayor Albury and, um, for working through some of the details. Mayor Albury and I have a very good working relationship, together, with our two cities. So he's been right there for us, as well as his city, and I wanna just say on the record, 'Thank you again, Mayor Albury.' Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Thank you. Anyone else?  
[Pause]. Alright. Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

### **END OF REGULAR AGENDA**

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. That ends our regular Agenda.

### **DISCUSSION AND DELIBERATION**

**CHAIR PRO TEM MILLER-ANDERSON:** We now have our discussion and deliberation.

### **7. ITEM NO. 7**

**ASST. TO CITY MANAGER PERRY:** Yes, good evening, Council, Board. We have a request...

**CHAIR PRO TEM MILLER-ANDERSON:** Can we read it first?

**DEPUTY DISTRICT CLERK BURGESS:**      **REQUEST      FROM      BROWN      &  
ASSOCIATES FOR COPY SERVICES PAYMENT.**

**CHAIR PRO TEM MILLER-ANDERSON:**      Thank you. Okay.

**ASST. TO CITY MANAGER PERRY:**    Yes, ma'am. You have before you, a request from Attorney Brown. As you know, Attorney Brown completed a comprehensive report for the Ci'., Utility District Board. I believe it was around May, May or June, he completed a comprehensive report and, as part of that, Mr. Brown is currently requesting the City pay for his, um, reimbursement for his copying costs and other costs related to preparing those reports that he provided to the City. Based on a review by the Attorney's office and, and some of the language outlined in the original agreement, it does provide for the City to reimburse Mr. Brown, Attorney Brown for those costs. Given the lengthy discussion by the Board when this Item originally came up, we felt it necessary to bring it to the Board for consideration and approval so we can determine if you wanna go forward with paying Mr. Brown, Attorney Brown his copying costs and other fees related to preparing those booklets.

**MAYOR MASTERS:**                      Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:**      Okay. Go ahead.

**MAYOR MASTERS:**                      Mr. Perry, do you know why it has..., has it taken ni'..., eight to nine months for us to get this? Why, why now?

**ASST. TO CITY MANAGER PERRY:**    I, I can say two things. First, he, he..., we received the request from Mr. Brown in late December. We met with Attorney, Mr. Degraffenreidt did some review and in mid-January, he provided his opinion and we got it on the Agenda as soon as we could get it available but I didn't receive it until the end..., around the middle, end of December.

**MAYOR MASTERS:**                      And we..., I take it that we have a invoice?

**ASST. TO CITY MANAGER PERRY:**    Yes, sir. We do.

**MAYOR MASTERS:**                      As it relates to the...

**ASST. TO CITY MANAGER PERRY:**    We have the invoice from the, uh, from where he made the copies but there was a separate invoice from the actual Attorney Brown's office that he provided.

**MAYOR MASTERS:**                      So, the copy'..., I ne'..., I need to make sure I understand. The copying that, that was done, was done in-house, at his office?

**ASST. TO CITY MANAGER PERRY:**    No. No, sir.

**UNK:** No.

**MAYOR MASTERS:** Okay. Give us where it was done.

**ASST. TO CITY MANAGER PERRY:** There was a..., in...

**BOARD MEMBER HUBBARD:** [Inaudible]...

**ASST. TO CITY MANAGER PERRY:** ...in, in the backup, we have an invoice...

**MAYOR MASTERS:** Don't have it.

**ASST. TO CITY MANAGER PERRY:** ...from a Better Digital for \$952.30. We have another invoice from A Better Digital from \$559.28. And, internally, in Mr. Brown's office, he's requesting an additional...

**UNK.:** \$280.

**BOARD MEMBER PARDO:** \$280.

**ASST. TO CITY MANAGER PERRY:** \$280 for services that were done inside his office. And that makes up the \$1,791.58.

**MAYOR MASTERS:** [Inaudible].

**DISTRICT ATTORNEY DEGRAFFENREIDT:** The in-house copying was primarily related to the investigation he was conducting and the documents he reviewed and copied to complete it. Most of the copying cost is from the outside cost, outside was for the purposes of finala'.., finalization of the report to you and the bate stamping that's related to potential litigation in order that it would be easy to go into evidence. There's no dispute that we agreed to pay those costs and they are, in fact, reasonable. I spoke with Michael and the \$280 in-house cost, is consistent with the requirement that they be charged at 10 cents a page.

**MAYOR MASTERS:** Mr. Perry, just my final question.

**ASST. TO CITY MANAGER PERRY:** Mhmm.

**MAYOR MASTERS:** When Mr. Brown submitted the report to this Council...

**ASST. TO CITY MANAGER PERRY:** Yes, sir.

**MAYOR MASTERS:** ...at that time, did he submit the copying bill? That's my only question.

**ASST. TO CITY MANAGER PERRY:** I don't recall seeing a copying bill. Mayor, he might have, I just didn't look at the documents before I came over but I know the, the two hundred and whatever dollars were in there because I looked at that invoice, his entire invoice this morning. But I'm not sure of A Better Digital was in there.

**MAYOR MASTERS:** Okay.

**ASST. TO CITY MANAGER PERRY:** Mhmm.

**MAYOR MASTERS:** I., that's all for me. Thank you.

**BOARD MEMBER PARDO:** It was never in...

**BOARD MEMBER HUBBARD:** [Inaudible] Chair.

**BOARD MEMBER PARDO:** ...the backup.

**CHAIR PRO TEM MILLER-ANDERSON:** Go ahead.

**BOARD MEMBER HUBBARD:** Chances are they were all inclusive in the [pause], in the billing. Mr. Degraffenreidt, you know how attorneys bill.

**DISTRICT ATTORNEY DEGRAFFENREIDT:** Nah...

**BOARD MEMBER HUBBARD:** Chances are it wasn't...

[Chuckles]

**BOARD MEMBER HUBBARD:** ...um, was, was the, the copying was probably included in that...

**DISTRICT ATTORNEY DEGRAFFENREIDT:** No, ma'am.

**BOARD MEMBER HUBBARD:** ...one agenda...

**DISTRICT ATTORNEY DEGRAFFENREIDT:** No, ma'am.

**BOARD MEMBER HUBBARD:** ...that he gave us.

**DISTRICT ATTORNEY DEGRAFFENREIDT:** It definitely...

**CHAIR PRO TEM MILLER-ANDERSON:** Use your mic...

**DISTRICT ATTORNEY DEGRAFFENREIDT:** ...was not.

**CHAIR PRO TEM MILLER-ANDERSON:** ...Mr. Degraffenreidt.

**DISTRICT ATTORNEY DEGRAFFENREIDT:** The dispute... I'm sorry. The dispute that we had earlier was only about the issue of compensation and legal fees.

**BOARD MEMBER HUBBARD:** Okay.

**DISTRICT ATTORNEY DEGRAFFENREIDT:** And that's what was submitted and that was the determination that was made based upon untimeliness. It only went to the issue of fees and noncompliance with the agreement. There is nothing in the agreement that...

**BOARD MEMBER HUBBARD:** But...

**DISTRICT ATTORNEY DEGRAFFENREIDT:** ...addresses a time period in terms of our obligation to pay the costs associated with providing the legal, uh, the legal...

**BOARD MEMBER HUBBARD:** I'm not really...

**DISTRICT ATTORNEY DEGRAFFENREIDT:** ...services.

**BOARD MEMBER HUBBARD:** I'm not really sure if you misunderstood me or not...

**DISTRICT ATTORNEY DEGRAFFENREIDT:** I'm sorry.

**BOARD MEMBER HUBBARD:** ...but the, um, but... Let me just say this, I move that we pay him for his copying and his service fees.

**CHAIR PRO TEM MILLER-ANDERSON:** Did anybody else have any comments?

**BOARD MEMBER HUBBARD:** I'm so sorry.

**CHAIR PRO TEM MILLER-ANDERSON:** Yeah. Um...

**BOARD MEMBER PARDO:** Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**BOARD MEMBER PARDO:** I think we just need to clarify again the amounts we're gonna pay him which is \$1,791.58.

**BOARD MEMBER DAVIS JOHNSON:** [Inaudible] second.

[Inaudible dais background comment]

**BOARD MEMBER DAVIS JOHNSON:** \$1,7...

**BOARD MEMBER PARDO:** Seven fifty-nine...

**BOARD MEMBER DAVIS JOHNSON:** ...91.58.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Anyone else? [Pause]. Madam Clerk.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DEPUTY DISTRICT CLERK BURGESS:** Unanimous vote.

**8. DISCUSSION BY THE EXECUTIVE DIRECTOR OF THE UTILITY SPECIAL DISTRICT OR THE CITY MANAGER**

**CHAIR PRO TEM MILLER-ANDERSON:** We have the discussion by the Executive Director of the Utility Special District or the City Manager.

**8. ITEM NO. 8**

**CHAIR PRO TEM MILLER-ANDERSON:** Item 8. Bevin Beaudet, Progress Report.

**ASST. TO CITY MANAGER PERRY:** Yes, Ms. Chair. I have..., Mr. Beaudet wasn't able to be here tonight but he did provide his report, as backup. And some of the, some of the highlights of the report would be that we're still, um, [stammer], as part of the flushing, we have not received any type of hits or anything through the Health Department so we're doing a excellent job in making sure that the water quality in the western community meets acceptable standards. We're still in the process of having that bypass project completed at the Utility District plant. We're in the process also of having a company come in and, and repair, or install, that ChemScan unit that came in about a month ago so we st'.., should start seeing some, some difference in the disinfection process.

We did receive a report back..., a couple months ago, we sent a, a original report that we had for our wastewater force mains, we had that report, um, looked at again by BFA. They updated that report so we will be bringing some recommendations back to the Board on some actions that we should be taking in terms of our force mains.

And everything else in Mr. Beaudet's report is pretty much consistent what it's been over the last couple of months.

And that will be it, Madam Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Any questions, comments from anyone on the Board?

**BOARD MEMBER HUBBARD:** No, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** Alrighty.



**BOARD MEMBER DAVIS JOHNSON:** Is that, any questions on the report?

**CHAIR PRO TEM MILLER-ANDERSON:** Or any...

**BOARD MEMBER DAVIS JOHNSON:** Or just in general?

**CHAIR PRO TEM MILLER-ANDERSON:** ...questions in general...

**BOARD MEMBER DAVIS JOHNSON:** Oh.

**CHAIR PRO TEM MILLER-ANDERSON:** ...about this.

**ASST. TO CITY MANAGER PERRY:** One additional Item you had, Ms. Chair. Did you wanna discuss the..., that...

**CHAIR PRO TEM MILLER-ANDERSON:** Do you wanna do...

**ASST. TO CITY MANAGER PERRY:** ...10%?

**CHAIR PRO TEM MILLER-ANDERSON:** ...it now?

**ASST. TO CITY MANAGER PERRY:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**ASST. TO CITY MANAGER PERRY:** I'll have Mr. Sherman come up and, and just give a brief overview if...

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**ASST. TO CITY MANAGER PERRY:** Mhmm.

**CHAIR PRO TEM MILLER-ANDERSON:** It's regarding the 10% assessment on the water bills.

**BOARD FINANCE DIRECTOR SHERMAN:** Yes, good evening. Randy Sherman, Director of Finance for the District.

**MAYOR MASTERS:** Good evening.

**BOARD FINANCE DIRECTOR SHERMAN:** You want me to...

**INTERM CITY MANAGER JONES:** State the question and...

**BOARD FINANCE DIRECTOR SHERMAN:** State the question and [chuckle] answer it? Okay. There is a, a 10% tax that you see on your utility bill and I believe that that's what the question is, what does that actually represent?

**CHAIR PRO TEM MILLER-ANDERSON:** Right.

**BOARD FINANCE DIRECTOR SHERMAN:** Under state statute, municipalities are allowed to assess a public service tax on utilities that are sold within their municipal boundaries. That includes things like electric, it also includes the water bill, uh, or the water. The City adopted.., [inaudible] going back, you can see in the Ordinances in 1957, the City adopted the public service tax. The maximum rate that you can charge is 10% and that's what the City charges on its water. And again, we do assess it too on your electric bills and if you get natural gas or propane, it's assessed on that as well.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. And how long have we been, um, having that...

**BOARD FINANCE DIRECTOR SHERMAN:** At least...

**CHAIR PRO TEM MILLER-ANDERSON:** ...[inaudible]?

**BOARD FINANCE DIRECTOR SHERMAN:** ...since 1957. [Chuckle].

**CHAIR PRO TEM MILLER-ANDERSON:** Alrighty.

**BOARD FINANCE DIRECTOR SHERMAN:** It's, it's been the same 10%.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Anybody have any questions about it?

**BOARD MEMBER HUBBARD:** Yes. I have a couple of questions on, on the bill itself. The.., how.., I want to look at the impact that it would have on us removing or lowering that 10% assessment to, at least, 5%. So, can you bring back for us the next time, what would be the impact on our.., the financial impact of removing that 10% and also to lowering that percentage to 5%.., what do we do with the money, where does the money go, how are we using those funds and how would it impact whatever we are using those funds, since 1957, uh, for.

And, and secondly, we had an Item on the Agenda about putting.., removing the stormwater and the garbage and putting it on the county tax roll. What I wouldn't like to see is us mo'.., remove the garbage. If we were going to put something on the, you know, on the county tax roll for the sake of spreading it out for the residents, I wouldn't like us to mo'.., [stammer], move the garbage, possibly the stormwater.., we doubled the stormwater from \$4.50 just a straight flat out double to inc'.., to, to, to nine, to \$9.00. One, I wanna, you know, I want to restructure that Item when we bring it back to the Agenda because it wouldn't do us very well for the [inaudible].., it wouldn't do very well if.., we, we wouldn't have enough control over that particular.., those particular funds if we put that on the coun'.., on the country roll. I can see storm'.., stormwater going on the, um, on our tax bill. If we look at the tax bill, we'll see a lot of things that each municipality put on their, on their annual assessment bill that comes to their home and if we're going to try to alleviate some pressure for our residents, that's one way we can do it.

The, the other thing is, [pause], what would be the impact if we didn't put it on the county roll and we lowered it back to the \$4.50? Because we have to do something to try to relieve the, the.., our.., the water bill.

Also, Mr. Perry and Mr. Sherman, [pause], the.., we know that the water bills have gone up exorbitantly high. One lady.., I don't know what the rule is and I'm sure this is not it but this is what's happening and it's happened at least three times that I can attest to. So, you pay your water bill at night, on the phone or online after 12:00 o'clock, and so, because it's after 12:00 o'clock, you're.., you, you're late. But as opposed to the City running a log that morning, whether you paid it at 1:00 a.m. or 3:00 a.m. or 4:00 a.m., before cuttin' people' water off, you should run a list to see who paid their water bill online. Now, the company might not report it in time before you do that and send people out to cut people' water off in.., the very next morning but I don't know how you do it but I think you need to find a way to do it and not cut people off. There was a lady on a walker, her water bill.., her water got cut off because her daughter came and paid it after 12:00 when she got home, she paid it online. And they s'.., and the... So I talked to the water.., the people at the water department over here and they said that if it's after 12:00 o'clock, the company.., it won't be on the report that the company sends back to us. We shouldn't be cuttin' people' water off if they pay their water. I don't care when they pay it. That woman is on a walker and she needed her water.

**BOARD FINANCE DIRECTOR SHERMAN:** Yeah. [Stammer], excuse me. And again, Randy Sherman. In, in that particular case, that bill was paid about 1:00 a.m. and you're absolutely right, the cutoff for the bank to send us the information is midnight.

**BOARD MEMBER HUBBARD:** That's right.

**BOARD FINANCE DIRECTOR SHERMAN:** But that is why, and, and we know it's not a perfect system, but that's why we put online, 'Please call us so that we know that you did pay.'

**BOARD MEMBER HUBBARD:** I'm glad...

**BOARD FINANCE DIRECTOR SHERMAN:** Okay?

**BOARD MEMBER HUBBARD:** ...you brought that up.

**BOARD FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER HUBBARD:** You should...

**BOARD FINANCE DIRECTOR SHERMAN:** And, and it doesn't...

**BOARD MEMBER HUBBARD:** ...read that...

**BOARD FINANCE DIRECTOR SHERMAN:** ...matter...

**BOARD MEMBER HUBBARD:** ...statement again.

**BOARD FINANCE DIRECTOR SHERMAN:** And it doesn't matter...

**BOARD MEMBER HUBBARD:** Read that...

**BOARD FINANCE DIRECTOR SHERMAN:** ...what time you call. You can leave a message. You know, but we ask people to call us so we don't miss it. The...

**BOARD MEMBER HUBBARD:** It's confusing. You know what it says online?

**CHAIR PRO TEM MILLER-ANDERSON:** Microphone, microphone.

**BOARD FINANCE DIRECTOR SHERMAN:** Yeah.

**BOARD MEMBER HUBBARD:** It says, 'If your water is off, please call.' It doesn't say...

**BOARD FINANCE DIRECTOR SHERMAN:** No.

**BOARD MEMBER HUBBARD:** ...if you paid your bill online after 12:00, please call. It says if your water is off, please call.

**BOARD FINANCE DIRECTOR SHERMAN:** No.

**BOARD MEMBER HUBBARD:** That's confusing.

**BOARD FINANCE DIRECTOR SHERMAN:** It, it says if your water is on the disconnect, and they know they're on the disco'.., it's past the shut off date so if you pay...

**BOARD MEMBER HUBBARD:** [Inaudible].

**BOARD FINANCE DIRECTOR SHERMAN:** ...after the shut off date...

**BOARD MEMBER HUBBARD:** Mr. Sherman...

**BOARD FINANCE DIRECTOR SHERMAN:** If, if we...

**BOARD MEMBER HUBBARD:** ...that's still confusing. If you're goin'.., if you want people...

**BOARD FINANCE DIRECTOR SHERMAN:** I, I...

**BOARD MEMBER HUBBARD:** ...to call...

**BOARD FINANCE DIRECTOR SHERMAN:** ...agree. I agree it's confusing.

**BOARD MEMBER HUBBARD:** Yeah. So...

**BOARD FINANCE DIRECTOR SHERMAN:** ...But the...

**BOARD MEMBER HUBBARD:** ...put... So, so clear it up. This is what I'm saying. Okay, you can use your words like 'Disconnect', 'if you're on the disconnect list,' or 'if you're on the shut off list,' but you and I know what we need to know to keep us from cuttin' it off. We need you to call and leave a message if you paid your bill after 12:00 a.m. Period. We all get that. That other stuff, I don't know if you put me on the...

**BOARD FINANCE DIRECTOR SHERMAN:** [Inaudible]...

**BOARD MEMBER HUBBARD:** ...disconnect list yet.

**INTERM CITY MANAGER JONES:** Mr. Sherman.

**BOARD FINANCE DIRECTOR SHERMAN:** Yes. They, they do...

**INTERM CITY MANAGER JONES:** Mr. Sherman?

**BOARD FINANCE DIRECTOR SHERMAN:** Yes.

**INTERM CITY MANAGER JONES:** Just talk about recent, your recent...

**BOARD FINANCE DIRECTOR SHERMAN:** Yeah.

**INTERM CITY MANAGER JONES:** Fix...

**BOARD FINANCE DIRECTOR SHERMAN:** We, we...

**INTERM CITY MANAGER JONES:** ...to this issue.

**BOARD FINANCE DIRECTOR SHERMAN:** ...run a report, we wait until we get the midnight run, it comes in overnight, we run it first thing in the morning and that is now the list so we have everybody up to date, we post all the payments that have been put in the overnight drop box, then we run the report and that's the report they use during that day. If a payment comes in after midnight, it's not going to be on that report, it's not going to show and we don't know that it's been paid until we get the next midnight report. [Stammer], the online payments are currently not real time posting into our system, there're two separate systems. We know it's an issue, which is why we try everything we can to not have this particular issue happen. If we take payments over the counter, if we take payments over the phone, they try to track those all day until we get the next report coming in. But if somebody's paid online, we do not know it until the next morning, if it's after midnight. That's why we ask you call. It, it, it's not the best system, Ms. Hubbard, but that's the system, unfortunately, that we have 'cause we don't know that those payments are out there.

**BOARD MEMBER HUBBARD:** Gottcha. And we have said nothing different than what we said. Now, where's this fix that you were talking about, Mr. Jones? What part of this you find...

**INTERM CITY MANAGER JONES:** Well, there was a...

**BOARD MEMBER HUBBARD:** ...is a fix?

**INTERM CITY MANAGER JONES:** ...there was a gap in between what Mr. Sherman was explaining prior to that last step of them going out that day, checking before the turn off list was printed. Previously, the turn off list was printed maybe a day or a day before...

**BOARD FINANCE DIRECTOR SHERMAN:** Right.

**INTERM CITY MANAGER JONES:** ...but now, that turn off list is more like real time...

**BOARD FINANCE DIRECTOR SHERMAN:** Right.

**INTERM CITY MANAGER JONES:** ...up to date information that we have before it's shut off.

**BOARD FINANCE DIRECTOR SHERMAN:** Right. We refresh the, the disconnect list every morning after all of the known payments are posted.

**BOARD MEMBER HUBBARD:** Well, let me say something. If you really wanna help the people, what you might try to do, is go back and rephrase the statement..., no, no let me rephrase that. I want you to go back and, online, clarify the statement. Have the statement to say clearly and plainly, 'If you pay online after 12:00 o'clock. Please call in and leave a message. I would like us to have that done tomorrow, please.'

**BOARD FINANCE DIRECTOR SHERMAN:** W'.., and we, and I know you did talk to Staff and we talked about it internally, we actually think that that causes more confusion.

**BOARD MEMBER HUBBARD:** [Laughter].

**BOARD FINANCE DIRECTOR SHERMAN:** Because the issue is, is when I do I stop calling?

**BOARD MEMBER HUBBARD:** What do you...

**BOARD FINANCE DIRECTOR SHERMAN:** If you put a time specific, the question is, 'Okay, I paid at 10:00 o'clock in the morning, do I still need to call?'

**BOARD MEMBER HUBBARD:** [Stammer].

**BOARD FINANCE DIRECTOR SHERMAN:** The answer is, yes, you do because, again, we won't get that until midnight. So, there's a 24 hour window [chuckle], that if you pay, you need to call us. And again, that doesn't mean we won't catch it, that doesn't mean you're gonna definitely be turned off the next day but we figure by putting...

[Inaudible dais background comment]

**BOARD FINANCE DIRECTOR SHERMAN:** ...as time specific on there, it actually would cause more confusion. That we just wanna encourage people'... And again, if you make that payment at 1:00 o'clock in the morning, call the number and leave a message. Okay? It doe'.., you don't have to necessarily wait for us to be open but ple'.., you know, and again, that just.., it's a protection for you. It doesn't...

**BOARD MEMBER HUBBARD:** That's what I'm saying...

**BOARD FINANCE DIRECTOR SHERMAN:** ...mean that you're gonna...

**BOARD MEMBER HUBBARD:** Mr.'...

**BOARD FINANCE DIRECTOR SHERMAN:** ...be disconnected...

**BOARD MEMBER HUBBARD:** But what you...

**BOARD MEMBER DAVIS JOHNSON:** May I?

**BOARD FINANCE DIRECTOR SHERMAN:** ...anyway.

**BOARD MEMBER DAVIS JOHNSON:** May I just say something [inaudible]...

**BOARD MEMBER HUBBARD:** Gi'..,gi'.., give... Okay. And I'm gonna let you have it, one second.

**BOARD MEMBER DAVIS JOHNSON:** Madam Chair?

**BOARD MEMBER HUBBARD:** What you're saying.., what you're saying is, 'call if you think you're on the disconnect list.'

**BOARD FINANCE DIRECTOR SHERMAN:** No. They know they're on the disconnect list 'cause the bill says when they go on that list. It says, 'If you're.., if you don't pay by this date...

**BOARD MEMBER HUBBARD:** That, that's...

**BOARD FINANCE DIRECTOR SHERMAN:** ...you're going to be turned off.'

**MAYOR MASTERS:** [Inaudible].

**BOARD FINANCE DIRECTOR SHERMAN:** So they know that...

**BOARD MEMBER HUBBARD:** The due date...

**BOARD FINANCE DIRECTOR SHERMAN:** ...they're on the...

**BOARD MEMBER HUBBARD:** Mr....

**BOARD FINANCE DIRECTOR SHERMAN:** ...disconnect list.

**MAYOR MASTERS:** [Inaudible].

**BOARD MEMBER HUBBARD:** And that's fine. But let me see, that fits for you.

**MAYOR MASTERS:** [Inaudible].

**BOARD MEMBER HUBBARD:** But I'm gonna ask you, I'm gonna ask you without, as a Councilperson here in the City of Riviera Beach, representing the City at large, to please go online and make a statement that if you pay after 12:00 o'clock, to call in. If they pay at 10:00 o'clock the next morning and they call in...

**MAYOR MASTERS:** It's not credited.

**BOARD MEMBER HUBBARD:** ...that's fine. That's better than them being cut off. Thank you.

**INTERM CITY MANAGER JONES:** Is, is that the direction of the Board that you wanna do?

**BOARD MEMBER HUBBARD:** That's...

**BOARD MEMBER DAVIS JOHNSON:** Well, [sigh].

**BOARD MEMBER HUBBARD:** ...a direction of me. I don't know if the Board wants to do that but that's something that I'm asking to do and I think I have the right to ask that we do certain stuff on the Board and everything that I want done, I don't think have to be voted on by the Board.

**BOARD FINANCE DIRECTOR SHERMAN:** [Inaudible].

**CHAIR PRO TEM MILLER-ANDERSON:** Madam..., Ms. Davis Johnson.

**BOARD MEMBER DAVIS JOHNSON:** Okay. So, let's see if we can simplify it. At 5:00 o'clock, at 5:01...

**BOARD FINANCE DIRECTOR SHERMAN:** P.M.

**BOARD MEMBER DAVIS JOHNSON:** ...on any given day...

**MAYOR MASTERS:** Right.

**BOARD MEMBER DAVIS JOHNSON:** ...your payment is considered late?

**BOARD FINANCE DIRECTOR SHERMAN:** No, no, no. If [pause]...

**BOARD MEMBER HUBBARD:** [Inaudible].



**BOARD MEMBER DAVIS JOHNSON:** No. I'm just trying... If, if you're coming into the building at 5:01, you're payment is late? If you're coming to pay it...

**BOARD FINANCE DIRECTOR SHERMAN:** If you...

**BOARD MEMBER DAVIS JOHNSON:** ...physically.

**BOARD FINANCE DIRECTOR SHERMAN:** ...come in and pay us, it gets posted in the system and we know that you have paid.

**BOARD MEMBER DAVIS JOHNSON:** At 5:01, the office is still open or is it closed?

**BOARD FINANCE DIRECTOR SHERMAN:** [Stammer], it may be. I mean, we have people there 'til 5:30 so, it...

**BOARD MEMBER DAVIS JOHNSON:** Okay. So...

**BOARD FINANCE DIRECTOR SHERMAN:** ...it would depend.

**BOARD MEMBER DAVIS JOHNSON:** So, at 5:30, we know that if you're come to..., coming to physically pay it...

**BOARD FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER DAVIS JOHNSON:** ...you are late?

**UNK:** Mhmm.

**BOARD MEMBER DAVIS JOHNSON:** So then, anything after midnight is technically on the next day?

**BOARD FINANCE DIRECTOR SHERMAN:** It gets posted the next morning.

**BOARD MEMBER DAVIS JOHNSON:** It gets posted...

**BOARD FINANCE DIRECTOR SHERMAN:** Correct.

**BOARD MEMBER DAVIS JOHNSON:** ...the next day but it's considered.., you've missed your cutoff, you've missed the deadline for shut off and you are now in line to be shut off?

**CHAIR PRO TEM MILLER-ANDERSON:** The deadline...

**BOARD FINANCE DIRECTOR SHERMAN:** You were probably...

**CHAIR PRO TEM MILLER-ANDERSON:** ...for payment.

**BOARD FINANCE DIRECTOR SHERMAN:** ...in line to be shut off before that but, yes.

**BOARD MEMBER DAVIS JOHNSON:** Okay. You know that you were in line to be shut off...

**BOARD FINANCE DIRECTOR SHERMAN:** Right.

**BOARD MEMBER DAVIS JOHNSON:** ...based on the date that you asked them to make the payment by?

**BOARD FINANCE DIRECTOR SHERMAN:** Correct.

**BOARD MEMBER DAVIS JOHNSON:** Okay. So, if it's midnight.., if it's midnight or anytime thereafter, what would be the harm and what would be the confusion in making the statement to simply call the office and report the payment?

**BOARD FINANCE DIRECTOR SHERMAN:** The.., in the discussion that we had the issue was, is how will people.., we didn't wanna mislead anybody to think that they could not call...

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**BOARD FINANCE DIRECTOR SHERMAN:** ...after a certain period of time. So, when you say call after midnight, [stammer], it's always gonna be after mi'.., you know, if you say...

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**BOARD FINANCE DIRECTOR SHERMAN:** ...if you made your payment after midnight, why is that any different than if you've made your payment at 8:00 o'clock in the morning? I mean, how...

**UNK:** You call and make the payment.

[Inaudible dais comments]

**BOARD FINANCE DIRECTOR SHERMAN:** So my...

**BOARD MEMBER DAVIS JOHNSON:** It's still the next day, right?

**BOARD FINANCE DIRECTOR SHERMAN:** ...point is, by putting a time.., we, we wanna encourage them to always call.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**BOARD FINANCE DIRECTOR SHERMAN:** By putting a time in there, we thought that that may mislead people to make them think that if they make a payment at 10:00 o'clock the next morning, they don't have to call. We still would need them to call 'cause they would still be on the disconnect list until the next morning. So, again, we, we did talk about it and we said it could be more confusing to people if you put a time

specific. So, it's., when you make a payment online, please call. If you know you're on that disconnect list [chuckle], if you're past your due date, please call.

**BOARD MEMBER DAVIS JOHNSON:** So, is there a general statement, right now, online, that says, 'Please contact the office for all payments made.' I mean, wouldn't it be simple just to say for any payments that are made online...

**CHAIR PRO TEM MILLER-ANDERSON:** After...

**BOARD MEMBER DAVIS JOHNSON:** ...to call?

**BOARD FINANCE DIRECTOR SHERMAN:** Yes. That's pretty much...

**BOARD MEMBER DAVIS JOHNSON:** Is that what...

**BOARD FINANCE DIRECTOR SHERMAN:** ...what it says.

**BOARD MEMBER DAVIS JOHNSON:** ...it says?

**BOARD FINANCE DIRECTOR SHERMAN:** That's pretty...

**BOARD MEMBER HUBBARD:** [Inaudible].

**BOARD FINANCE DIRECTOR SHERMAN:** ...much what it says.

**MAYOR MASTERS:** Okay.

**BOARD MEMBER DAVIS JOHNSON:** I need to see it.

**BOARD FINANCE DIRECTOR SHERMAN:** I mean, we'll review it again. I, I'm...

**BOARD MEMBER HUBBARD:** Wait a minute.

**BOARD FINANCE DIRECTOR SHERMAN:** ...willing to...

**BOARD MEMBER HUBBARD:** Let me...

**BOARD FINANCE DIRECTOR SHERMAN:** ...do [chuckle] that.

**BOARD MEMBER HUBBARD:** I'mma say ...

**BOARD FINANCE DIRECTOR SHERMAN:** I just didn't...

**BOARD MEMBER HUBBARD:** ...something to you.

**BOARD FINANCE DIRECTOR SHERMAN:** ...want people to stop calling, is what I didn't wanna...

**BOARD MEMBER HUBBARD:** You know, I...

**BOARD FINANCE DIRECTOR SHERMAN:** ...re-read word it and then people stopped calling.

**BOARD MEMBER HUBBARD:** You know what I find confusing up here? At this, at this very moment, is the fact that you think that ya'll can re'., ya'll can review it and decide what ya'll are going to do. That's not how that.., this should go. I, I'm telling you that I've talked to several people that this has been quite confusing and what you've come up with is not working for the constituency but somehow ya'll are legends in your own mind and laboring under the impression that what we think should happen has to be certified and confirmed by you. I'm asking you to do something. Whether it works or not, then let's try it. If it don't work, then take it down.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Any...

**MAYOR MASTERS:** Yes. Madam...

**CHAIR PRO TEM MILLER-ANDERSON:** Mayor.

**MAYOR MASTERS:** ...Chair. Um, I guess you're pretty clear on it now, Mr. Sherman, if you weren't, um, to try this because if you don't try something, I know your intent is...

[Inaudible dais comment]

**MAYOR MASTERS:** ...is, is, is good but if you never try it, you don't know if it's gonna work or not. So, Council is.., I don't think is asking you anything unreasonable, um, to do.

But this is what I want to add to, to the statements that have been made. I make payments a lot online and I am.., there's something that, that lets me know when I make a payment online that this payment will not be credited for a day or two days or three days. So, I think if people know just because you make it online, doesn't mean that we're gonna see it in five minutes. So, maybe in addition to call, the, the, the customer should know that it... You know? You know what I'm saying?

**BOARD FINANCE DIRECTOR SHERMAN:** Mhmm.

**MAYOR MASTERS:** Clarify...

**BOARD FINANCE DIRECTOR SHERMAN:** Yeah.

**MAYOR MASTERS:** ...in their mind that when it.., because they make it, doesn't mean it's gonna be credited, that we will get it, to be credited. So, that's another reason why... And you can say that in, in one sentence, in addition to, that's another reason why you must call if you want this credited ASAP and not the 24 hour period. That clears everything up for me.

**BOARD FINANCE DIRECTOR SHERMAN:** I, I...

**MAYOR MASTERS:** So that's my addition to...

**BOARD FINANCE DIRECTOR SHERMAN:** I...

**MAYOR MASTERS:** ...Counc'..., Commissioner...

[Inaudible dais background comment]

**MAYOR MASTERS:** ...Hubbard. Would that be okay, Commissioner Hubbard?  
[Stammer] just to add that to it.

**BOARD MEMBER HUBBARD:** That's...

**MAYOR MASTERS:** Okay.

**BOARD MEMBER HUBBARD:** ...fine.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright.

**MAYOR MASTERS:** Thank you, Madam Chair?

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Anyone else? Alright. We have one public comment card from Mr. Willis Williams.

**MR. W. WILLIAMS:** Good evening. Willis Williams, Riviera Beach. I am pleased that someone took the initiative to bring up about the 10% tax on the water bill. And if it has been going back since 1957, that seems like a.., that's a lot of money that, that's been stored, uh, being used for something so we definitely should find out where that 10% has been going and what, what areas has it been taking care of. And the other thing is the [pause], the wa'.., the.., what'ch you call it? The, uh, the district down at Public Works, what do they call the, uh, stormwater and reducing the fee or even taking... I remember when we went into the stormwater and it escalated so fast and the only thing that we do right now in the Public Works is cut grass. We don't, we don't do nothing else down there where we need to be generatin' that type of funds and the taxpayers really need a, need a relief, uh, off of some of these bills that the City has [inaudible]. If there's something being proposed that we could help the citizens out here in Riviera, I think it should be looked at and look like.., looked at it real hardly.

And the other thing is that you, you guys gotta remember and I shouldn't say you guys but you Council people have to remember, you are policymakers. You set the policies and the.., and Staff carries 'em out. To sit here and go back and forth, if you want something to work and if it hasn't worked in the past, it being a problem, set a policy. The policy will stand and you move on but you can't sit here and try to figure out, 'Well, if this much of the Board's [stammer].' That much of the Board may feel the same way that much of the Cou'.., the people in the public. But if you set a policy and it passes, then Staff has to go with what the policy is. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Thank you, Mr. Williams. And that's the end of public comments.

**STATEMENTS BY THE DISTRICT BOARD**

**CHAIR PRO TEM MILLER-ANDERSON:** Do we have any statements by the District Board? We're gonna start on our right and work our way down.

**BOARD MEMBER PARDO:** Thank you, Madam Chair. So, the only thing I'd like to say is, I'd like to thank the pe'.., the hardworking men in the Utility District who have been working on some issues over on Singer Island. You know, we have a major problem over on Park Avenue, we had a problem over on Sunset and, um, I'd just like to thank them for, you know, doing everything that they do. And, most importantly, I'd like to thank Mr. Perry for dealing with, you know.., I'm dealing with the residents over there but he is also. And Mr. Perry, I think you're doing a great job and thank you. You know, some of the calls have been difficult to deal with but, you know, we're getting through this and, uh, I think we need to have a party once...

[Chuckles]

**BOARD MEMBER PARDO:** ...once Lift Station 10 is back up and running again. So, that's all I wanted to say. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**BOARD MEMBER HUBBARD:** All I have to say, Madam Chair, is that I am pleased that the Board is willing to look at some of the different ways that we can give the citizens relief from the, from the water bills that they are experiencing right now and I hope that we continue to work and we, um, can put something on the Agenda the next time we have a meeting that we can really actually offer relief to our residents, if at all possible, or in the very near future, if not.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Alright.

**BOARD MEMBER DAVIS JOHNSON:** Thank you, Madam Chair. I would like to know the status of the executive director and the assistant director. We have been waiting now for the second instrument. I'm imagining that that second instrument should have been received and I would like to know where we are in the process.

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am. As a matter of fact, I was gonna s'.., give a report on it earlier. The closing date was February 10<sup>th</sup>. We met with Human Resources last week. Out of 27 applicants that applied, 12 returned the assessment. So, this week we're meeting with Ms. Hubbard and Mr. Davis to finalize the, the final, um, listing before we start the interviews with the Board that was established...

**BOARD MEMBER DAVIS JOHNSON:** No, no, no. At what point will you be submitting those names to us for review?

**ASST. TO CITY MANAGER PERRY:** The.., you mean the 12 applicants?

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**ASST. TO CITY MANAGER PERRY:** We'll, we'll send, we'll send the 12 applicants to you. I thought we were gonna fina'.., I thought we were gonna knock it down to, like, five and then send those applicants to you but if that's what the Board desire...

**BOARD MEMBER DAVIS JOHNSON:** No. I think...

**ASST. TO CITY MANAGER PERRY:** ...we can send...

**BOARD MEMBER DAVIS JOHNSON:** ...that, um...

**ASST. TO CITY MANAGER PERRY:** ...all 12.

**BOARD MEMBER DAVIS JOHNSON:** ...at the last.., at the last discussion, I believe I asked and I believe...

**ASST. TO CITY MANAGER PERRY:** It's not a problem.

**BOARD MEMBER DAVIS JOHNSON:** ...that the Commission agreed with me that they wanted to see the...

**ASST. TO CITY MANAGER PERRY:** All 12.

**BOARD MEMBER DAVIS JOHNSON:** ...list of the finalists.

**ASST. TO CITY MANAGER PERRY:** Yes.

**BOARD MEMBER PARDO:** Correct.

**CHAIR PRO TEM MILLER-ANDERSON:** Right.

**ASST. TO CITY MANAGER PERRY:** The 12 that returned assessments?

**BOARD MEMBER DAVIS JOHNSON:** Yes, sir.

**ASST. TO CITY MANAGER PERRY:** We'll do that.

**BOARD MEMBER PARDO:** Yes.

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**ASST. TO CITY MANAGER PERRY:** No problem. We'll get that to you this week.

**BOARD MEMBER DAVIS JOHNSON:** Because I believe we each have representatives on the...

**ASST. TO CITY MANAGER PERRY:** Interviewing panel.

**BOARD MEMBER DAVIS JOHNSON:** On the pa'..., well, on the interviewing panel?

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am.

**BOARD MEMBER PARDO:** Mhmm

**ASST. TO CITY MANAGER PERRY:** The panel that's gonna interview the finalists.

**BOARD MEMBER DAVIS JOHNSON:** May I have a list of those people?

**ASST. TO CITY MANAGER PERRY:** Sure.

**BOARD MEMBER DAVIS JOHNSON:** Because I, I don't know who those people are. I know we have individuals that we have recommended to serve on the committee but I wasn't aware that there had been an established committee for interviewing.

**ASST. TO CITY MANAGER PERRY:** Well no. All., those...

[Inaudible dais background comment]

**ASST. TO CITY MANAGER PERRY:** ...individuals that...

**BOARD MEMBER DAVIS JOHNSON:** [Inaudible].

**ASST. TO CITY MANAGER PERRY:** ...you..., that each Councilperson...

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**ASST. TO CITY MANAGER PERRY:** ...the name that they provided...

**BOARD MEMBER DAVIS JOHNSON:** Yeah.

**ASST. TO CITY MANAGER PERRY:** Was the panel that we were gonna use.

**BOARD MEMBER DAVIS JOHNSON:** That's [stammer]...

**ASST. TO CITY MANAGER PERRY:** Correct, Ms..

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**ASST. TO CITY MANAGER PERRY:** Correct.

**BOARD MEMBER DAVIS JOHNSON:** So that...

**ASST. TO CITY MANAGER PERRY:** But I'll...

**BOARD MEMBER DAVIS JOHNSON:** So that...



**ASST. TO CITY MANAGER PERRY:** ...but I'll get you...

**BOARD MEMBER DAVIS JOHNSON:** ...was cleared up?

**ASST. TO CITY MANAGER PERRY:** ...the list.

**BOARD MEMBER DAVIS JOHNSON:** Because initially, it was... Okay.

**ASST. TO CITY MANAGER PERRY:** Yes, ma'am. But I'll get you that list.

**BOARD MEMBER DAVIS JOHNSON:** Okay.

**BOARD MEMBER PARDO:** I'd like...

**BOARD MEMBER DAVIS JOHNSON:** When can we...

**BOARD MEMBER PARDO:** ...it too.

**BOARD MEMBER DAVIS JOHNSON:** ...exp'., when can we expect that list?

**ASST. TO CITY MANAGER PERRY:** I'll get that list to you this week also.

**BOARD MEMBER DAVIS JOHNSON:** Thank you.

**ASST. TO CITY MANAGER PERRY:** And, and...

[Inaudible dais background comment]

**CHAIR PRO TEM MILLER-ANDERSON:** Anyone else? Okay. I mean, that's it, Ms. Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes. Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** Alright. Mr. Mayor.

**MAYOR MASTERS:** Yeah. I have a few statements as..., in this public meeting. One is, there's a great possibility that the demonstrations and the picketing at Stonybrook will probably be suspended after Friday. The Mayor and Citizens Response Team will be meeting with the new management, Millennium Property Managers. And I've been very quiet up here as it relates to Stonybrook because the fight wasn't here, the fight was there. And, um, what., and I'm speaking on behalf of the Mayor., the Mayor and Citizens Response Team, we made certain demands and the demonstrations will continue until every single demand has been met. And I'm pretty sure we're just about there. So, just quickly, and these demands were not a permanent thing, it was just what needed to be done that was just humane. Our kids are no longer playing in dirt, that was a demand. They were playing on broken playground equipment, we have new playground equipment. That was as demand. People should not live without air conditioning. There were several senior citizens who were living without air. That demand has been met.

**BOARD MEMBER PARDO:** That's not true.

**MAYOR MASTERS:** We have a documentation as it relates to pest control that now, on a regular basis, and any mold mitigation as well. Maintenance was little of none until the demonstrations started, now there are three maintenance people who have been added and the trash pickup on the grounds is done two or three times a day. If you go by at night, you can see..., and this was one of our issues as well, it was very dark but now it's [stammer], kind of like Las Vegas lights, it's very, very bright from the beginning of the street, all the way back. The lights on the interior now are working. Security, we've asked for 24 hour security. That demand is, um, we're, we're pretty much satisfied. We still gotta work out some, some details so we can't say definite that the picketing and demonstrations will be suspended until we get an agreement on that but what has happened, we have a working gate and we haven't had that in probably a year or two. So, we do have a working gate now. There is a..., that thing that comes down before the gate..., arm. That, that arm thing. And, you also have two security people there from 6:00 p.m. 'til about 3:00 or 4:00 in the morning. And they don't..., they're not only at the gate but they walk the property throughout those hours and make sure that there isn't anything that shouldn't be going on and, um, I tell you, I have gone there several times of the day and night, throughout the night to see what the security are doing. I'm pretty much satisfied. There is minor, minor things that need to be done.

There is a great working relationship between the security on the grounds and our police department as well. The cameras have been installed. A lot of places there, we're..., they're still installing cameras. The dirt, as I said, the kids are no longer playing in, in the dirt. We were able to partner with a sod company and at cost, we were able through the Citizens Response Team to raise the funding as partnering with the, the sod company to make sure that our children got out of dirt. That's, that's gone. So, they're now playing in sod with new equipment.

The Code issues, if, if not all, most of all of the code issues have been resolved. There may be a few but they were not our issues. Our issues was what I named, air condition, security, the kids in dirt, the, um, the maintenance, the lights and some more stuff. But, we'll meet Friday to discuss and see documentation and, at that point, if we can see the documentation on all our issues in addition to what we see physically, we may have a, um, understanding as it relates to the, the demonstrations and the picketing. We'll make it very clear that if the ball is dropped, at any point, I'm prepared to resume our demonstrations. It's not just, 'Go away.' No, we don't go away. We continue to be vigilant and we continue to watch.

I also met with the HUD people in Washington, D.C. I was really clear to them, as it relates to..., and told them how disappointed I was that they have allowed these kind of conditions to exist where they are funding. Mr. Jones was on the phone at the time and he said, 'Mr. Mayor, I didn't know you could get so rough.' I did because it relates to our children, it relates to our residents. Again, my concerns were not a permanent something. I know some people say tear it down, build a new one, move the people out, get 'em vouchers. And all of that's good and dandy but the immediate things was

the, the lack of air, the lack of security, kids playing in gr'.., dirt. And I know I'm being repetitive and redundant, and also, the, the playground equipment, no lights and a couple other issues.

So I just kinda wanted to update the Council and to the public, mainly. And also, a good thing, we now have a basketball team from Stonybrook that will be playing the Riviera Beach Police Department again and, and so the relation between the residents or the young people and the.., even the police has gotten tre'.., a lot better and they'll be playing. They.., Stonybrook beat the police the last time but the officers said they're gonna come back and beat them this time. So it's 9:00 o'clock, Friday, March the 24<sup>th</sup> from 9:00 to 12:00 p.m.

Last but not least, I'm, as you know, I think everybody knows, the Mayor is an activist, an activist Mayor. I will be participating Friday.., I mean, Wednesday, I'm sorry. This it, Madam Chair, Wednesday, March the 1<sup>st</sup> at 4:30 p.m., adjacent to Stonybrook property as it relates to the, as I have called and others, the, the poison bleach that's proposing to come into this residential area. That mass demonstration will commence March the 1<sup>st</sup>, Wednesday at 4:30 p.m. I'm inviting any elected officials or anyone else to come and participate but I'm very serious about this situation. No bleach on my block.

Thank you, Madam Chair.

**CHAIR PRO TEM MILLER-ANDERSON:** Mayor, you said March 24<sup>th</sup> [inaudible].

**MAYOR MASTERS:** March the 1<sup>st</sup>.

**CHAIR PRO TEM MILLER-ANDERSON:** No, no. For the basketball. Did you mean February?

**MAYOR MASTERS:** I meant February 24<sup>th</sup>.

**CHAIR PRO TEM MILLER-ANDERSON:** February 24<sup>th</sup>.

**MAYOR MASTERS:** It's still...

**CHAIR PRO TEM MILLER-ANDERSON:** This Friday.

**MAYOR MASTERS:** ...Black History Month.

**CHAIR PRO TEM MILLER-ANDERSON:** Right?

**MAYOR MASTERS:** Thank you.

**CHAIR PRO TEM MILLER-ANDERSON:** This Friday?

**MAYOR MASTERS:** This Friday at 9:00 p.m.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. Alright. I don't have any comments. Anyone else?

**ADJOURNMENT**

**CHAIR PRO TEM MILLER-ANDERSON:** Do I have a motion to adjourn?

**BOARD MEMBER DAVIS JOHNSON:** So moved.

**UNK:** Second.

[Gavel]

**CHAIR PRO TEM MILLER-ANDERSON:** Thanks.

[End of video/audio]

**City Employees, Public Speakers and Others**

DEPUTY DISTRICT CLERK JACQUELINE BURGESS.....	DEPUTY DISTRICT CLERK BURGESS
ASSISTANT TO CITY MANAGER TROY PERRY.....	ASST. TO CITY MANAGER PERRY
PURCHASING DIRECTOR DEAN MEALY .....	PURCHASING DIRECTOR MEALY
MALCOLM CUNNINGHAM, ESQ .....	MR. M. CUNNINGHAM
FINANCE DIRECTOR RANDY SHERMAN.....	FINANCE DIRECTOR SHERMAN
WILLIS WILLIAMS.....	MR. W. WILLIAMS

**APPROVED:**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
**CITY CLERK**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**BOARDMEMBER**

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**BOARDMEMBER**

\_\_\_\_\_  
**DAWN S. PARDO**  
**BOARDMEMBER**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:** APRIL 17, 2017

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

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**Subject: MINUTES OF THE MARCH 27, 2017 UTILITY SPECIAL DISTRICT MEETING**

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**Recommendation/Motion: APPROVE THE MINUTES OF THE MARCH 27, 2017 UTILITY SPECIAL DISTRICT MEETING**

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<b>Originating Dept</b>	OFFICE OF THE CITY CLERK	<b>Costs</b>
<b>User Dept.</b>	ALL	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
27MAR17.docx	MINUTES OF THE MARCH 27, 2017 UTILITY SPECIAL DISTRICT MEETING	4/11/2017	Minutes

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Robinson, Claudene	Approved	4/11/2017 - 4:45 PM



**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
UTILITY SPECIAL DISTRICT MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
MONDAY, MARCH 27, 2017, 2016 AT 6:00 P.M.**

(The following may contain unintelligible or misunderstood words due to the recording quality.)

[Gavel]

**CALL TO ORDER**

**CHAIRPERSON DAVIS:** Good afternoon everyone. Welcome to the City of Riviera Beach Utility District. At this time, we're gonna call this wonderful meeting to order.

**ROLL CALL**

**INVOCATION**

**CHAIRPERSON DAVIS:** Madam Clerk, roll call, please.

**DISTRICT CLERK ANTHONY:** Chairperson Terence Davis?

**CHAIRPERSON DAVIS:** Here.

**DISTRICT CLERK ANTHONY:** Chair Pro Tem KaShamba Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Present.

**DISTRICT CLERK ANTHONY:** Board Member Lynne Hubbard? [Pause]. Board Member Tonya Davis Johnson? [Pause]. Board Member Dawn Pardo?

**BOARD MEMBER PARDO:** Present.

**DISTRICT CLERK ANTHONY:** Mayor Thomas Masters is an ex officio Board Member?

**MAYOR MASTERS:** Present.

**DISTRICT CLERK ANTHONY:** City Manager Jonathan Evans?

**CITY MANAGER EVANS:** Present.

**DISTRICT CLERK ANTHONY:** Interim District Director Troy Perry?

**INTERIM DISTRICT DIRECTOR PERRY:** Present.

**DISTRICT CLERK ANTHONY:** District Clerk Claudene Anthony is present. District Attorney Andrew Degraffenreidt, III. [Pause]. District Finance Director Randy Sherman?

**DISTRICT FINANCE DIRECTOR SHERMAN:** Here.

**CHAIRPERSON DAVIS:** Thank you.

### **PLEDGE OF ALLEGIANCE**

**CHAIRPERSON DAVIS:** At this time, we're gonna stand and pause for a moment of silence as the Pledge will be led by Mayor Masters.

[Moment of silence]

**MAYOR MASTERS:** Shall we pledge.

**ALL:** I Pledge allegiance to the Flag of the United States of America and to the Republic, for which it stands, one nation under God, indivisible with liberty and justice for all.

### **ADDITIONS, DELETIONS OR SUBSTITUTIONS**

**CHAIRPERSON DAVIS:** Mr. Evans, do we have any additions, deletions or substitutions, sir?

**CITY MANAGER EVANS:** Not for the sake of this meeting, sir.

**CHAIRPERSON DAVIS:** Thank you.

### **DISCLOSURES BY COUNCIL**

**CHAIRPERSON DAVIS:** Any disclosures by any of the Board Members? [Pause]. Here none. Let the record reflect that Utility and City Attorney Andrew Degraffenreidt is now...

**CHAIR PRO TEM MILLER-ANDERSON:** Is your mic on?

**CHAIRPERSON DAVIS:** ...present at the meeting.

[Inaudible dais comment]

### **ADOPTION OF AGENDA**

**CHAIRPERSON DAVIS:** Do we have a motion to adopt the Agenda?

**BOARD MEMBER PARDO:** So moved.

**CHAIRPERSON DAVIS:** We have a motion, do we have a second?

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**CHAIRPERSON DAVIS:** Properly moved and second. Madam Clerk

**DISTRICT CLERK ANTHONY:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DISTRICT CLERK ANTHONY:** Chair Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DISTRICT CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**DISTRICT CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Thank you. [Pause].

#### **CONSENT AGENDA**

**CHAIRPERSON DAVIS:** So, it looks like we don't have any Consent Items.

#### **AWARDS AND PRESENTATIONS**

**CHAIRPERSON DAVIS:** No awards and presentations.

#### **PUBLIC HEARINGS**

**CHAIRPERSON DAVIS:** Any public hearings?

**DISTRICT CLERK ANTHONY:** No, sir.

#### **REGULAR AGENDA**

**CHAIRPERSON DAVIS:** No regular Agenda.

#### **DISCUSSIONS AND DELIBERATIONS**

**CHAIRPERSON DAVIS:** So, we're gonna go to discussions and deliberations, which we have none.

#### **DISCUSSION BY THE EXECUTIVE DIRECTOR OF THE UTILITY DISTRICT**

**CHAIRPERSON DAVIS:** Discussion by the Executive Director of the Utility District. Mr. Perry.

**INTERIM DISTRICT DIRECTOR PERRY:** Yes, sir.

**CHAIRPERSON DAVIS:** Excuse me, before we get started.

**INTERIM DISTRICT DIRECTOR PERRY:** Mhmm.

**CHAIRPERSON DAVIS:** Let the record reflect that Councilperson Hubbard is in attendance to the meeting. Mr. Perry.

**INTERIM DISTRICT DIRECTOR PERRY:** Thank you, Chair. Under the discussion of Items presented by the Executive Director, we have a first update by Mr. Bevin Beaudet, on his monthly report.

**TECHNICAL CONSULTANT BEAUDET:** Thank you, Mr. Chair, Members of the Board, Honorable Mayor. My name is Bevin Beaudet. I'm your Technical Consultant. I have, in your package, given you a progress report which is a rather lengthy one this time so I will not go through and..., every word of it just to tell you some key items.

No. 1, during this past month, all of our 40 Citywide drinking water samples continue to meet or exceed standards except for two instances. We had two minor exceptions where we had a total chloroform hit. One of them was at 118 10<sup>th</sup> Street and the other at 2700 North Ocean. And, those total chloroform hits are not adverse health issues, they are indicators. They are then..., they were reported to the Health Department, they're resampled..., also, upstream and downstream and the resampling came out clean. So, as a result of that, we did not have to go to public notification. This is not unusual for a Utility to have an occasional hit on chloroforms. So, I continue to be pleased with the quality of the water. And pleased with the efforts that the Staff is making and the improvements that we're making to keep that more reliable.

We've got our well fields, again, continue to be working on. We have enough wells now in production, we, we have no problem meeting the demand, unlike about six or eight months ago when we first started working on the well fields. This is a long-term process. The rehabilitation of some of these old wells that become silted up at the bottom, calcified and the production is lost, they take a while to reclaim. They have to be acidified, they have to be jet cleaned, sometimes the casings have to be replaced. So, this'll be a project, you've authorized it, the contracts are in place and, as we go forward, we'll be seeing improvements over time.

The work at the water treatment plant, good news is that the, based on your approval at the last meeting, the bypass project to get Unit No. 3 back into temporary operation, is under way. So the design build contractor, Global Tech, is working on that project. You're expecting to get it completed sometime early May. The deciding factor will be the delivery date on the mixing unit that we had to order, it's a long-term delivery item and we're trying to get that expedited. So, once that happens, Unit 3 will be back in temporary operation and that will greatly improve the quality of the water and the ability to be consistent in delivery of the water. Also, the ChemScan unit and the chloramine controller, we have received it and we have done the procurement now to install and calibrate the unit. That will also help the operators be more consistent in their operation of the plant.

I have been working to develop a training program and bring it to the Utility District for the operators on, working with them to learn more about chlorine chemistry and the disinfection chemistry that they are dealing with and also on more consistent operation and developing standard operating procedures. So, Rural Water Association is willing to provide this training. We're waiting for a proposal from them on, on how they wanna do it. And, close to my heart, as being one of the most important projects, [stammer], we're working at Avenue U pumping station and tank. Again, you've approved Global Tech, design builder, to come in and make improvements there. Those improvements are going to greatly increase the ability of that pumping station to provide much fresher water out to the western parts of the system.

We're in compliance with our FDEP Consent Order. We, of course, continuing to work on Lift Stations 10 and 50. The Staff is doing a terrific job of repairing and replacing all the lift stations in the system, starting with the priority of those, that need the most assistance, those with only one pump. The procurements are in place and we're getting a lot of that done.

The Consent Order for the Health Department on the Water side, again, we, we met all the requirements. We're in full compliance and as I already reported to you, the major projects at the water plant, the well field, that we're doing for that. I've attached to my report, a three page, single-spaced blueprint, I call it. I'm not going to read it off to you. Three pages, single-spaced, I think you would all fall asleep by that time. But, it is a very important document because it details the projects that we've completed, which are quite a number in the past year that I've been here, almost a year, 11 months, the projects that are underway and the projects that we have yet to do in the next two years. And, and I've laid that all out for you. It's a blueprint for you moving forward. It will keep you in compliance with all your consent orders but, more importantly, it will move you to where I know you wanna be, which is the improvement, reliability and consistency of your drinking water and also the environmental control of your sanitary sewer system.

So now that that's been said, I have also put in here that this will be my last progress report. Due to family issues, I have to step down from my duties with you. I will continue to be available by phone and certainly make sure there's no loose ends and I very much care about the City of Riviera Beach since I've been here, working with the Staff and, and the citizens and, and you all, as the Board. I admire and respect the consensus that you have reached on the importance and the support that you've given the projects that are necessary to do this. And the fact that you have funded them with your bond issue and that they are capable of moving forward. You've done a terrific service to the City in this regard and I'm very proud to have worked with you. Um, I'm proud to have worked with all the Staff but I wanna single out two people. And the first is Troy Perry. When I was told that I was gonna be the technical consultant and had to guide this Utility and they were gonna give me an ex-Fire Chief, you know, to head the, the whole place up, I kinda cringed a little bit, not that I have anything against fire chiefs but, uh, I greatly admire him, especially if I have a fire. But, you know, I thought, 'Oh my gosh,' there was gonna be somebody there that, you know, not know much about Utility. Mr. Perry, has learned [chuckle], so fast and so much about Utilities, and he has brought so much guidance and administrative help and leadership to the Utility and help

me be more effective by helping me guide my reports and what I present to you and I really have enjoyed working with him. And I wanna also single out Layton Walker, your Engineer.

**CHAIRPERSON DAVIS:** Okay.

**TECHNICAL CONSULTANT BEAUDET:** I've worked with many, many Utility Engineers in my career and Layton Walker's a special engineer. He not only gets the technical work but he gets the big picture and, uh, he's been a pleasure to work with.

So, again, thank you for the honor of giving me the opportunity to help you and, again, thank you very much.

**CHAIRPERSON DAVIS:** Thank you, Mr. Beaudet. [Inaudible]...

**BOARD MEMBER PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** Yes, ma'am.

**BOARD MEMBER PARDO:** Okay. Mr. Beaudet, could you come back, please? First of all, I'd like to say thank you very much and it was an honor to work with you for the past year. You know, everyone knows about your reputation with Palm Beach County and, to have you here with us, guiding us, has been an honor. So, thank you for that.

I do have a question. You mentioned in the, in the beginning of your report about chloroform hits, on 10<sup>th</sup> Street and then at 2700 North Ocean?

**TECHNICAL CONSULTANT BEAUDET:** Right.

**BOARD MEMBER PARDO:** Okay. So, can you tell me why you think we may have gotten hits there? I'm really curious about 2700 only because of, you know, it's a fairly new project so there's all new infrastructure and in the roads, you know, under the roads, there's imp'.., you know, new infrastructure. Can you just explain that a little, please?

**TECHNICAL CONSULTANT BEAUDET:** Sure.

**BOARD MEMBER PARDO:** What you think.

**TECHNICAL CONSULTANT BEAUDET:** The test...

**BOARD MEMBER PARDO:** Only because the...

**TECHNICAL CONSULTANT BEAUDET:** ...the test called...

**BOARD MEMBER PARDO:** [Inaudible].

**TECHNICAL CONSULTANT BEAUDET:** ...total chloroform is a test that is a test as an indicator.

**CHAIRPERSON DAVIS:** Mhmm.

**TECHNICAL CONSULTANT BEAUDET:** Okay? It means that potentially, there could be a E.coli which is a health effect...

**BOARD MEMBER PARDO:** Right.

**TECHNICAL CONSULTANT BEAUDET:**...or some form of bacteria like that, harmful bacteria. It doesn't mean there is one, it's a quick indicator test. Now, under the rules, a Utility is allowed to have 5% of their sampling stations, every month, have positive chloroforms because they do happen. Sometimes they're false readings and, you know, sometimes they're, um, in all the pipes, everywhere, have a small coating of bacteria, which is harmless but sometimes it, it might kick off a chloroform bacteria. And, as to new infrastructure, sometimes that can be the worst problem because you've got new pipes, maybe they haven't been totally, uh, you know, cleaned fully before they're put into place. It might be a, a little piece of dirt or something lodged in the new pipe that doesn't come out for six months or a year. So, that's not unusual for new infrastructure to have a chloroform hit. And again, it's nothing to be alarmed about. It was not a violation of, of any of our standards but I, in transparency, I have reported to you every...

**BOARD MEMBER PARDO:** Yes.

**TECHNICAL CONSULTANT BEAUDET:**...result that we've had and I wanted to make sure you were aware of that.

**BOARD MEMBER PARDO:** Okay. Alright. Thank you very much. We appreciate that.

**MAYOR MASTERS:** Mr. Chair?

**CHAIRPERSON DAVIS:** Mayor.

**MAYOR MASTERS:**I, I too want to, um, co'.., well, let me just say this, I'm in total agreement what Ms. Pardo, Councilwoman Pardo said about you and thanking you for your service to our City and your very kind comment as it related to Mr. Perry, who I know. The other gentleman, I don't know but I take your word and, if you say he was good, then he was good. And we thank, thank the both of them for their service.

But, just for the record, I, I wanna ask you, is there anything, to the best of your knowledge, as you make your farewell departure from us, is there anything that, you know that we're not in compliance with?

**TECHNICAL CONSULTANT BEAUDET:** No, sir. You're, you have a lot to do...

**CHAIRPERSON DAVIS:** [Chuckle].

**TECHNICAL CONSULTANT BEAUDET:** to remain in compliance. I've laid that out in the blueprint.

**MAYOR MASTERS:** Correct.

**TECHNICAL CONSULTANT BEAUDET:** You're gonna have a lot more procurements coming up, you're gonna have a lot of engineering procurements coming up in the next six months. You've selected new engineers and they need to be put to work to do these projects. But, you are in compliance at the present time and your, your record of sanitary sewer spills is better. And, of course, you've had that unfortunate incident with pump Stations 10 and 50 which kinda slowed down that compliance process but the FDEP did not indicate a problem with that because they knew that we had a legal issue with a contractor.

So no, we're.., if I felt like there was something that needed to be done now, that wasn't being done...

**MAYOR MASTERS:** Mm.

**TECHNICAL CONSULTANT BEAUDET:** I would tell you.

**MAYOR MASTERS:** I just wanted you to put it on the record that we are in compliance.

**TECHNICAL CONSULTANT BEAUDET:** Thank you, sir.

**MAYOR MASTERS:** Just for the record.

**INTERIM DISTRICT DIRECTOR PERRY:** Just to piggyback on that, Mr. Mayor.

**MAYOR MASTERS:** Mr. Perry.

**INTERIM DISTRICT DIRECTOR PERRY:** I think last year at this time, remember we had an issue with our, our reporting to the South Florida Water Management District? That's in compliance. The next regulatory report that's due is June 1<sup>st</sup> and that's our water quality report. So, we're in the process of trying to get those things done.

**MAYOR MASTERS:** Thank you. Thank you, Mr. Chair.

**CHAIRPERSON DAVIS:** Alright. Thank you, Mr. Beaudet.

**TECHNICAL CONSULTANT BEAUDET:** Thank you.

**CHAIRPERSON DAVIS:** Mr. Perry.



**INTERIM DISTRICT DIRECTOR PERRY:** Mr. Chair, I would also like to thank Mr. Beaudet also for his hard work and dedication, um, his guidance to try to, you know, get us back on track. He's very patient, very knowledgeable in the field and I'm glad he agreed to stay on and, you know, by phone, if we need him, to try to help address those issues that may, may come up. So, I wanna thank him also, on behalf of the Staff.

The next issue up is the hiring of Executive Director. Just to give Council a brief overview, we have some booklets that we put together. As part of the recommended process by Staff, our recommendation was gonna be, um..., first of all, let's say we had 27 total applicants apply. Of those 27, 12 completed the preliminary part of the process, which included an inventory assessment that was sent out by the Human Resource Department. We have put those..., all that information into a booklet which we're prepared to hand out to the City Council. As part of that, we were gonna..., Staff's recommending that if it's the City Council's desire to look through and select five individuals that you feel meet a certain criteria. We also established that those benchmarks within..., some recommended benchmarks within the, the booklet. After that stage, once you identify those five, we were..., Staff was trying to determine which way the C'..., the City Council wanted to move. We know you guys wa'..., I'm sorry, we know the Council wanted to be actively involved in the process but now that we have a new City Manager on board, we were trying to get some direction whether or not you want us to send that information..., do you wanna send that information to the City Manager to complete the rest of, uh, the, the process, something similar to..., he..., what he would do for other department heads or Staff is prepared to give that information and schedule interviews so the City Council can be involved.

But tonight, we do have a memo and booklets for all the City Council with some recommended guidelines to move you through the process. However, we just wanted to get some direction on whether or not you wanted to, since we have a new City Manager, send it to the City Manager so the Manager can look through 'em and make a recommendation to the City Council.

**CHAIRPERSON DAVIS:** I can support that.

**BOARD MEMBER PARDO:** Mr. Chair?

**CHAIRPERSON DAVIS:** Yes, ma'am, Councilperson...

**BOARD MEMBER PARDO:** Okay. So...

**CHAIRPERSON DAVIS:** ...Pardo.

**BOARD MEMBER PARDO:** ...Mr. Perry... Thank you, sir. So, Mr. Perry, are you suggesting that he take a look at all of the resumes or go out or continue receiving resumes?

**INTERIM DISTRICT DIRECTOR PERRY:** Well, and I've ha'..., I've not had this conversation with the Manager but if..., it's up to the Council, if you'd like, I can sit with the Manager and, and take a look at him and make him decide..., I mean, let him decide

however., well, like I was saying, I was just trying to make sure... I'm sorry, Mr. Manager.

[Chuckles]

**INTERIM DISTRICT DIRECTOR PERRY:** I was just trying to say, if you all wanted to continue in the process, out of the 12 candidates, you could each select five and we would put 'em in a format, let every., you know, be transparent, let everybody know who, you know, who selected those five, give that information to the City Manager and let the City Manager continue with the best process. But, we're open to whatever process the Council desires. We just knew from the beginning you wanted to be involved in that process.

**BOARD MEMBER PARDO:** Correct.

**BOARD MEMBER HUBBARD:** Mr. Chair?

**CHAIRPERSON DAVIS:** Before I go to you...

**BOARD MEMBER HUBBARD:** Come back?

**CHAIRPERSON DAVIS:** Mr. Evans wanted to...

**BOARD MEMBER HUBBARD:** Oh.

**CHAIRPERSON DAVIS:** ...make a comment and I'll come back to you.

**CITY MANAGER EVANS:** If it is the pleasure of the Council, one of the things that we can certainly do as part of this process, is I, I do not agree with us going out to conduct a search. I think we have had people that have gone through the process, have taken time and effort to submit the questionnaires, et. cetera. I think, if we were to take the process and look at the existing candidates, if the Council wants to narrow it down to five but certainly, since this position is such a critical position to the organization, one of the things that I would recommend is probably a public interview process whereby the candidate is brought here, similar to that of the City Manager, and Staff can ask the questions and then, individually, I can meet with the Council and get your perspective on each of the candidates and then, ultimately, work with HR to proffer a, a offer to who the successful candidate is, an o'., and an opportunity for the City and the residents to actually be able to ask additional questions of that particular candidate or candidates.

That's just a thought process that I, I just wanted to proffer to the Council and see if that's something that you would entertain.

**BOARD MEMBER PARDO:** Well...

**CHAIRPERSON DAVIS:** Councilperson Hubbard.

[Inaudible dais comment]

**BOARD MEMBER HUBBARD:** The, the only thing that I was going to say is that the process that, or the booklet that Mr. Perry referenced, I think it would be a good idea to let the Manager look at that process to see if there was anything that he would add or take from the, from the process in, um, in the same time, be able to review the 12 and, as Mr. Perry offered in that process, we too would be able to, to weigh in on who we thought the top fi'..., the top five was. But, the process itself, I was just thinking more..., another eye on the process would be good to, to look at it and then we just, you know, move forward as he la'..., as they both laid out.

**CHAIRPERSON DAVIS:** Okay. Councilperson Pardo.

**BOARD MEMBER PARDO:** Okay. So, I have no problem with what Mr. Evans said. However, this is a very technical position. You know, we're hiring an engineer to run the water treatment plant. So, I think there needs to be someone additional on the panel, like a Mr. Beaudet.

**CITY MANAGER EVANS:** [Stammer]...

**BOARD MEMBER PARDO:** Seriously. Because, we are all lay people. Right? I'm not a scientist, I'm a banker. You know, so everyone here has different expertise. So, I just wanna make sure that there is someone who knows which questions to ask. Have you thought about that, sir?

**CITY MANAGER EVANS:** Mr. Chair, I, I did have a conversation with the gentleman about participating in the selection of the Utilities Director and he kindly obliged us. So, he will assist us in selecting who is the individual that is going to be the, the next Executive Director of the Utility, especially bringing that historical knowledge and perspective, I think is extremely valuable to the process 'cause he can ask the questions to see if they in fact, know how to address the challenges we have as an organization.

**BOARD MEMBER PARDO:** Okay. I'm good. Thank you.

**CHAIRPERSON DAVIS:** Okay. I can support that.

**CHAIR PRO TEM MILLER-ANDERSON:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**CHAIR PRO TEM MILLER-ANDERSON:** I, I agree with that, the process. But, the only question I'm just asking is, are we try'..., are we going to select the five or are we going to allow them, 'cause I kinda heard both, I think. Do we want to..., are we doing the five or are we gonna let them...

**CHAIRPERSON DAVIS:** We, we...

**CHAIR PRO TEM MILLER-ANDERSON:** ...select the five?

**CHAIRPERSON DAVIS:** We're all gonna choose..., select five for him to make a final decision and recommendation back to the Board.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay.

**CHAIRPERSON DAVIS:** Give him a strong pool to work with.

**CHAIR PRO TEM MILLER-ANDERSON:** Okay. That's fine.

**MAYOR MASTERS:** Mr. Chair? So, it's just a wonderful thing we won't get back into a ranking controversy again. So, we, we've learned from that experience. So...

**INTERIM DISTRICT DIRECTOR PERRY:** Well, Mr. Ma'...

**MAYOR MASTERS:** ...[inaudible]...

**INTERIM DISTRICT DIRECTOR PERRY:** Well, Mr. Mayor, we tried to go through the document with a fine-tooth comb and try to identify...

**MAYOR MASTERS:** [Chuckle].

**INTERIM DISTRICT DIRECTOR PERRY:** ...those critical issues that were raised last time...

**MAYOR MASTERS:** Well, that's why...

**INTERIM DISTRICT DIRECTOR PERRY:** ...to try to...

**MAYOR MASTERS:** ...we, we grow...

**INTERIM DISTRICT DIRECTOR PERRY:** ...avoid 'em this time. [Chuckle].

**MAYOR MASTERS:** We grow from our experiences.

**INTERIM DISTRICT DIRECTOR PERRY:** Okay.

**MAYOR MASTERS:** Thank you, Mr. Chair.

**CHAIRPERSON DAVIS:** Alright.

**INTERIM DISTRICT DIRECTOR PERRY:** The next item up, Mr. Chair, is the update on the lift stations project.

**CHAIRPERSON DAVIS:** [Inaudible].

**INTERIM DISTRICT DIRECTOR PERRY:** As you know, uh...

**CHAIRPERSON DAVIS:** Excuse me, before you get started, I don't wanna cut you off, before we get started. Let the record reflect that Councilperson Davis Johnson is here. Mr. Perry...

**INTERIM DISTRICT DIRECTOR PERRY:** I'll be...

**CHAIRPERSON DAVIS:** ...thank you, sir.

**INTERIM DISTRICT DIRECTOR PERRY:** ...very brief.

**CHAIRPERSON DAVIS:** Take your time.

**INTERIM DISTRICT DIRECTOR PERRY:** The [stammer], the next update is on the lift station project. As you know. About a month ago, two months ago, you entered into an agreement with Wharton Smith to take over the project of renovating Lift Station 10 and 50.

**CHAIRPERSON DAVIS:** Mhmm.

**INTERIM DISTRICT DIRECTOR PERRY:** Just an update. That project has begun. A couple of weeks ago I think I sent you a letter showing that they were shutting down and, and, uh, shutting down the road over on Singer Island [inaudible] Lift Station. We're still going through that process and they're, um, have began their work and again, we hope to have that project complete probably in the next 60 to 90 days but we haven't had any other issues come up so far but I just wanted to let you know that project is moving forward.

The last item was update on the ECR. As you know, the City contributes a lot of money to this ECR project and I think it's important that sometimes the City Council hear from those individuals who, uh, who we send the money to and we put faith in that they're handling our services. One of the things that was just identified that.., in the upcoming budget, they're making some recommendation', increasing costs. I thought it was important that, you know, City Council have an op'.., the Board has an opportunity to hear a presentation and ask questions and give an overview of what we.., what they anticipate the cost might be going forward. So, I'd like to.., the gentleman from West Palm...

**MR. C. SANDERS:** Good evening, good evening.

**CHAIRPERSON DAVIS:** Good evening.

**UNK.:** Good evening.

**MR. C. SANDERS:** Board Members, Mayor, he stepped out. [Chuckle]. My name is Cliff'.., Clifford Sanders. I'm the Executive Manager of the East Central Regional Wa'.., East Central Regional Water Reclamation Facility and I'm here to give you a brief update on the status of ECR.

Okay. Alright. So, to go over some facts with ya'll, ECR is the largest wastewater treatment plant in the county. We average..., we have an inflowing flow averaging 70,000,000 gallons per day. We're owned and operated by the City of West Palm Beach. And, since 1991, ECR is governed by an interlocal agreement, agreement by five entities who contribute flow and Riviera Beach, as you can see, is o'..., one of the entities that contribute flow to the ECR. ECR produces reused water for FPL cooling towers and irrigation of the ballparks of the Palm Beaches. Now, something that I have to emphasize is that, this plant built in 1977, is a very old plant and there, there's much work that is needed to reha'..., rehabilitate and modernize the plant, which brings me into some of the, the projects that we have slated.

Alright. Major projects, within the next three years that's gonna occur.

**CHAIRPERSON DAVIS:** Mm.

**MR. C. SANDERS:** Now, you ma'..., you all may have been briefed on the Biosolids Improvement Project. That's our big one. It's \$92.6M. That's ongoing now. We have other projects, process water upgrade project, the blower and air piping modifications and, uh, but the major one here is the Biosolids Improvement Project. And with these particular projects, they are needed. Again, I can't emphasize enough how much they're needed to modernize and bring the plant into reliable condition.

Some ma'..., some minor projects that we have coming up within the next three years are transfer system pump rehab. These minor projects are here to help increase the operational efficiency and reliability of..., reliability as we go through..., proceed forward. So, these are some of the minor projects. And, like I say, there are a lot other projects that's not mentioned here but these are some of the major/minor projects I, I should, I should say.

Now, to emph'..., to state the City of Riviera Beach's part in this..., let me go to the next slide..., which is the cost, or Riviera Beach's financial obligations. Now, our, our Capital Improvement Pan, the contribution of Rivera Beach was discussed at a budget workshop on March 8<sup>th</sup>. Riviera Beach's contribution is proposed to be \$869,811, which is \$255,646 more than fiscal year '17. Now, the ECR Board still has to approve this and, once it's approved by the ECR Board, it'll come to the District Board through the 2017-'18 budget process. On the other side of this, or on the other part of this is the O&M budget. There's a workshop scheduled on March 30<sup>th</sup>. Now, currently the budget of..., the O&M budget for the ECR Facility is estimated at \$31,000,000 which is \$3,000,000 more than it was in fiscal year '17. And the esti'..., the estimated flows are factored in here and that if you have any new clients, their part..., the, the uh, the impact is..., the costs are absorbed partly by the new clients. Now, this also has..., this also goes through the Board and a district portion will also come in the 2017-'18 budget process. Now, just to give you an idea, the O&M budget for the City of Riviera Beach last year was 2.6, uh, about \$2.6M. Alright? Roughly, Riviera Beach contribution towards ECR is 11%. So, whatever our O&M budget is, Riviera Beach is usually responsible for 11% of our O&M budget.

Now, to end, I have a video that I'd like to show. We're get'.., we're gonna get ready to see a video, show.., to show of our major Biosolids Improvement Project and I think it's a neat video to show you the improvements that have occurred over the last year. [Pause]. Now, with this Biosolids Improvement Project, this will produce, after this comes online, this will produce methane gas that can'.., that's.., it'll produce methane gas that could be used for profit also, plus, it's gonna reduce the electrical costs of the facility which, in turn, reduces the O&M. But, as you'll see in the video, it shows, like, when things started in 2015 and a year later how they progressed with our major project.

[Video begins to play]

**MR. C. SANDERS:** The big round tanks are our digesters, our anaerobic digesters. We're gonna have four mesophilic digesters and two thermophilic digesters.

[Video continues to play]

**MR. C. SANDERS:** Okay. That was it. Any questions?

**CHAIRPERSON DAVIS:** Yes, sir.

**MR. C. SANDERS:** Yes.

**CHAIRPERSON DAVIS:** You talked about the \$255, 646 more this year, that hasn't been approved yet. What triggered that increase in that number?

**MR. C. SANDERS:** Well, there were other things that.., this was in our CIP, our Capital Improvement Plan, there was other things that, uh, deemed necessary, like, our blower, our blower upgrades. That, that became such a vital part. That became such a vital part that.., and the cost for that is what escalated [stammer], what escalated the cost from last year, basically, new blowers and modi'.., modification of the piping so that we can stay compliant, FDEP compliant.

**CHAIRPERSON DAVIS:** Did, did everyone receive an increase, all the cities that you had listed up top?

**MR. C. SANDERS:** Yes. And it's proportional based on flow.

**CHAIRPERSON DAVIS:** Okay.

**MR. C. SANDERS:** So, Ri'.., like I said earlier, Riviera Beach's portion is 11%, usually 11% so it's, it's based on flow, flow towards the ECR.

**CHAIRPERSON DAVIS:** What is that timeframe of finding.., do we have a deadline before Staff can actually look it and before we make a fin'..., before the Board make' a final decision on, on that number?

**MR. C. SANDERS:** You have time. Um, the final vote is usually scheduled in June.

**CHAIRPERSON DAVIS:** Okay.

**MR. C. SANDERS:** For the ECR Board.

**CHAIRPERSON DAVIS:** That'll be all. Any other questions by the Commission? Mr. Evans, you have anything...

**CITY MANAGER EVANS:** Certainly. The increase from what has been last year to th'.., to the proposed number this years is a 30% increase, from what we've contributed in the past. So, how do we get in a situation that does not allow for us to continue to see a 30% increase when, in the video, there's cited that there was gonna be some profit sharing and some efficiencies that were gonna be gained because of some of the new technologies. So, I'm just concerned as to how do we control the cost associated with that because that 30% increase is going to, in essence, going to provide some challenges for us as we get ready to go through the budget process.

**MR. C. SANDERS:** Right. Okay. Now, one of the things that was discussed with the ECR is that this particular, the next two years are front-end heavy. ECR is a very old plant and there are a lot of things that's, um, going bad. The equipment, you know, structure wise and to remain compliant is becoming a chal'.., more and more challenging each day. So, there was an emphasis to front load this heavy in order to get, to get by these, uh, to get, to get around.., to get through these problems. So, with this, the, the major projects that, the major projects that I had listed up there, those.., between those within the next three years, between those and the minor improvements, we will get by this, at least, within the next three years. Now, after that, things should slow down.

It's front heavy the first two years because that's when most of our major projects are being done, these first two years, most of 'em [stammer]...

**CITY MANAGER EVANS:** Well, and, and, with regards to these types of capital projects taking...

**MR. C. SANDERS:** Right.

**CITY MANAGER EVANS:** ...you know, years to complete, would there be some type of opportunity whereby the City would contribute, not necessarily the 30% up front, but 15% this year and maybe 15% next year because, the reality is, you're not gonna complete all the entire projects in a, in one fiscal year so it's not such a large burden for local governments to be able to absorb as part of their budget.

**MR. C. SANDERS:** Now, that's something that the ECR Board, which, I'm just the Executive Manager of it, but the ECR Board will have to discuss that. Now, however, with the ECR Board, the way that.., how this gets passed is based on the proportions. The county has the biggest proportion, the City, Lake Worth, Riviera



Beach and then the Town of Palm Beach. Now, there's a certain voting majority that will rule out if we get o'..., if two of the big entities say vote for it, then, no matter what the City of Riviera Beach may want, they're just automatically drawn into it.

That's more or less a decision to the Board that you can send to the Board through your representative who sits on the Board.

**INTERIM DISTRICT DIRECTOR PERRY:** Mr., Mr. Chair? One of, one of the things, as you know, Layton Walker, our Engineer, is..., sits as a representative for the City and my, my challenge is to try to get information put together something for the Manager to review and that way, we could take a look at all the numbers and, and see exactly, you know, where the costs, the additional costs lie. And, as a ma'..., matter of fact, I think we should put our position in writing so when our representative does attend the meeting again, he can express the Council's, and the Board's desires.

**CHAIRPERSON DAVIS:** And, and if this is a public meeting, that's something that we all can go and share our sentiments at that meeting, at the time, to support Staff and, and the Board representatives at that time, as well as members from the public.

**INTERIM DISTRICT DIRECTOR PERRY:** Mhmm.

**CHAIRPERSON DAVIS:** Anyone else? [Pause]. Thank you, sir, for your presentation.

**MR. C. SANDERS:** No problem. Thank you.

**CHAIRPERSON DAVIS:** Alright. So, that's the end of Mr. Perry's... I wanna go to public comment 'cause we have two public comment cards. We're gonna go to Mr. Horace Towns.

**MAYOR MASTERS:** One moment, Mr. Chair, I [inaudible].

**MR. H. TOWNS:** Good evening. Good evening to the Board.

**MAYOR MASTERS:** Good evening.

**CHAIRPERSON DAVIS:** Good evening.

**MR. H. TOWNS:** I rarely get the chance to get to these meetings that early but three things that I wanted to touch on real quick. First off, glad to see the City Manager in attendance. Kudos to our, to everyone involved in the water issues that we had the last couple months. I just wanted to give my input.

One, off the top of my head, the percentages towards the CIP investment, the 15 and 15, I thought was a brilliant idea and, hopefully, you know, at least, having that conversation is something that'll be accepted by the Board. Second, just something I wanted to add. When we were talking about the position that we're hiring for, for future references, this is something I always add, we have oftentimes, where you'll have

candidates that have major degrees in certain areas but their experience is something that lacks. Oftentimes, you have guys that have had investment of 20 or 30 years in that field and there's certain certifications that are required that we're gonna need and it allows them to sign off on certain projects, and that will save the City money. So, oftentimes we'll get someone with a major degree and, and major credentials but they don't have the experience and they really don't function well with the employees that have been there for so long.

And, the last issue, is something unpopular but I am thankful that we have tackled the issues regarding water and, but this is something that, hopefully, in the future, we can start to address., the, the young man kinda was going down that road, the conversation of a new plant. We have become proactive in this City and I, I love what the Council is doing now but oftentimes, there are repairs that are necessary now, that are emergency repairs but if we get ahead of the curve, I would love for us to make repairs but not over repair to the point that we have a, a plant that still needs addressing in additional areas. So if, down the road, we can have that discu'., conversation about a new plant that'll put us ahead and it's able to handle the growth of Riviera Beach. We're growing on a residential and commercial level and having a plant that can handle more volume and, and a plant that is not stressed that much, will be essential.

You know, I like what we're doing but we can have that conversation for the future to get a, a plant will be something. I don't know if it will be a bond project but, um, I really believe that, if we talk to the residents in this City, that they will be on board to have that kind of investment in our future.

Thank you, guys.

**CHAIRPERSON DAVIS:** Thank you, sir. Ms. Bonnie Larson.

**MS. B. LARSON:** Bonnie Larson. My apologies for being late. I just read about the meeting this morning and my... I'm here late. So, um, the thing that I wanna talk about, you may or may not have discussed 'em already but, we had two sewer spills in Riviera Beach, this month, one January 31<sup>st</sup> and one the first part of March. Something is wrong. Bad for tourism, even worse for us. There was a lady on TV this week and I saw she was pouring water out of her faucet and it was green. The City spokesman came on and said, 'Nothing's wrong with our water, it's fine, it's been tested. It's fine.' It is not fine. In Alcoholics Anonymous, I understand, the first thing they do is make you stand up and say, 'I am an alcoholic.' I'm not but you have to admit to a problem before you can fix it. And for someone from the City to come on and say there's no problem with this water, that's sweeping it under the rug and we can't be doing that all the time. I don't know if you're an animal person but, you know, if you don't., dogs have very, very sensitive noses, they can now sniff out cancer, they're doing all kinds of things with dogs and I have told you twice... Oh, the spokesman said that there have been no complaints. I have stood right here and said twice, 'Our animals will not drink this water.' It'll sit there all day, they will dehydrate themselves before they do it. So, go to my car, water bottles in there, all the time. It's

really inconvenient to have to go out and buy water and our water bill went up \$20 this month. Even taking the laundry out, what are we using the water for? I don't know. If I could somehow shower without using it, I would. But certain things you have to do. Our water is not fine.

Now, someone mentioned to me that we may..., we're probably on the main line 'til we get more chlorine than somebody else but, no, everybody has to get chlorine equally or whatever they're putting in the water. I, I don't wanna be, for the next 20, 30 years, having bad water because we're on the main line. Everybody should be getting the same amount and the water should be good. It is not good.

So, I don't know what you talked about, about hiring someone for that position but we need to do it and we need to get someone who knows what they're doing. The gentleman who just spoke said something about, 'Well, they won't know our employees.' That has no'..., that's the least of our worries, that they won't know our employees. We need to ha'..., know someone who's got experience with this type of thing. You can't just hire somebody because you like them or because they live in the City. [Pause]. So, you know, we need, we need to get that position filled. It's been, it's been vacant too long and we're suffering because of it. I'm trying to be patient, going out and buying water every three days but I'm gettin' tired of it. And I wanna know that our water's good. It's not and I'm tired of Riviera Beach saying, 'It's wonderful water.'

Thank you.

**MAYOR MASTERS:** Mr. Chair?

**CHAIRPERSON DAVIS:** Ms. Bon'..., uh, Ms. Mary Bram.

**MAYOR MASTERS:** Mr. Chair, I just wanna make Ms., make Ms. Bonnie know that the Health Department did test the water and we have the document, I have it, and we have the article that it came back the water was fine. They didn't find anything... Well, I'll give you the report. You can have it.

[Pause]

[Beep]

**MS. M. BRABHAM:** Ms. Mary Bram, Riviera Beach.

I too still have concerns about the water. Early in the morning when you turn on the faucet there is a foul smell there, early in the morning. I am too disturbed about this announcement, this meeting at 5:30. There was no announcement for this meeting here. I am also disturbed about, I was in the meeting a couple weeks ago when the committee for finding the Utility director, it was 15 or 12 applicants and you said that you wanted these applicants to come before the Board. And I'm also, along with other residents, are disturbed because no one, in Riviera Beach, represents this Board here. The residents concerned. You had..., each one of you all Council

representatives picked out someone. Cunningham, Pat Johnson, Richard Ryles, Mami Kisner, Michael Brown and Mr. Hunter. That was, was on the list for the committee for the Utility District to select the Utility Director. That's an injustice. We've already gone through this with Michael Brown. I know each one of you who picked these people here. Mr. Hunter, I would assume Ms. Pardo...

**BOARD MEMBER PARDO:** No.

**MS. M. BRABHAM:** Not, not you, Ms. Pardo?

**BOARD MEMBER PARDO:** No. I was, uh, my choice was Mr. Stuart Cunningham.

**MS. M. BRABHAM:** Okay. Mr. Cunningham, okay. Thank you. Ms. Pardo, Mr. Cunningham. Raise your hand for Pat Johnson. [Pause]. Who was Pat Johnson?

**BOARD MEMBER DAVIS JOHNSON:** She's Riviera Beach [inaudible].

**MS. M. BRABHAM:** Thank you. Richard Ryles? [Pause]. Mami Kisner? I know the Mayor did that because I talked to him about it.

[Inaudible dais comments]

**MS. M. BRABHAM:** [Pause]. Michael Brown, TD Davis. I was informed that TD Davis did that.

**CHAIRPERSON DAVIS:** That's not true, just for the record.

**MS. M. BRABHAM:** Okay. For the record, make the clarifications now because we have this list. We have this list.

**CHAIRPERSON DAVIS:** [Inaudible] questions just let her speak.

**UNK.:** [Inaudible].

**MS. M. BRABHAM:** So, you don't have to answer the question 'cause I'm puttin' it out because it, it, it is in black and white.

**BOARD MEMBER HUBBARD:** Ms., Ms., um, [stammer], Mr. Chair...

**CHAIRPERSON DAVIS:** Let', let's...

**BOARD MEMBER HUBBARD:** Let me just say...

**MS. M. BRABHAM:** So, so...

**BOARD MEMBER HUBBARD:** ...this about...

**MS. M. BRABHAM:** ...if you...

**BOARD MEMBER HUBBARD:** ...that.

**MS. M. BRABHAM:** ...would care...

**BOARD MEMBER HUBBARD:** [Stammer].

**MS. M. BRABHAM:** ...to...

**BOARD MEMBER HUBBARD:** No. I don't want you, I..., no, people have a tendency to listen to stuff but as, as you remember, we put together a technical advisory committee. Michael Brown, Richard Ryles, Mr. Hunter, they all were st'..., were, were a part of the original Board. Now, when we came back and allowed the other Council Members, when we moved into the phase of picking, picking a Chair, some of the people remained on the Board. Mr. Davis said, 'Ms. Hubbard, in order to keep some of the people that you have, you can have my slot. I won't, I won't pick anybody. You can leave some of your people in place.' The other Council people named, um, some persons that they want, both Ms. Johnson and Ms. Pardo. Mrs. Anderson said the person that she named did not get back to her, to go ahead and leave the people from the technical committee that was in place there. So therefore, you have Mr. Brown, Ms. Ry'..., Mr. Ryles and Mr. Hunter. That's how they stayed there. I just want to..., sometime, Mr. Chair, you have to clear up stuff upfront. It's not a matter of going back and forth. I just wanted to get the..., set the record straight as to how the people got on the Board and who chose who. Mr. Ryles was chosen for the technical sup'..., asked to be on the technical committee by me, as the [stammer] liaison, so was Mr. Brown because he'..., the fact that he had did the report. Mr. Hunter is an exquisite expertise in the field and he has knowledge of, of Riviera Beach. So, people were chosen for a real reason, not fly by night, uh, peo'..., reasons. And, as I've explained to you, is how everybody got on that Board and why they're on that Board. They are on there because they're solid people with background and knowledge and have a, a connection with the Water District and Riviera Beach.

Thank you.

**MS. M. BRABHAM:** Some of these peoples mean this City no good. Some of 'em are lobbyists and they're lined up with these developers. And, and, and, and you stated that TD Davis had that slot. But, but, but the names that are in here, remained. You can't get around this.

**CHAIRPERSON DAVIS:** [Inaudible].

**MS. M. BRABHAM:** You can't get around this. It, it, it is more qualified people to address the needs and concerns of our Utility District. That governs our water entity because it is life. We are..., we are tired of the people that comes with these hidden agendas.

Thank you.

**CHAIRPERSON DAVIS:** Mhmm. Okay.

**MS. M. BRABHAM:** Thank you.

**CHAIRPERSON DAVIS:** Thank you.

**MS. M. BRABHAM:** And Michael Brown.

**CHAIRPERSON DAVIS:** Thank you.

**MS. M. BRABHAM:** Thank you.

**CHAIRPERSON DAVIS:** Just for the record...

**MS. M. BRABHAM:** Yeah.

**CHAIRPERSON DAVIS:** That was a volunteer committee and we've asked publicly for over a month, for those to put in applications and those were the applications that were.., that came before us and there's some folks are still waitin' for others. And, like I s'.., like was stated by Councilperson Hubbard, I chose not to select anyone. So, I gave my selection away so that the Board can have peace so we can make sure everybody else got their membership on board. So, if we have qualified people in Riviera Beach that wanna apply, they can apply and I welcome them all. So, let's...

**BOARD MEMBER PARDO:** Mr....

**CHAIRPERSON DAVIS:** ...let's keep encouraging our people to participate in the process. Councilperson Pardo.

**BOARD MEMBER PARDO:** Okay. I just need to put this on the record. So, Mr. Cunningham has been a resident of Riviera Beach for over 25 years and he has been an engineer for over 40 years.

**CHAIRPERSON DAVIS:** Yep.

**BOARD MEMBER PARDO:** So, I just wanna put that on the record. And that's why he decided to come onto the committee and help us. So, you know, I wanted [stammer], everyone needs to know he's not just, you know, some fly by night.

**CHAIRPERSON DAVIS:** Well, a lot of folks...

**BOARD MEMBER PARDO:** He has...

**CHAIRPERSON DAVIS:** I received a lot of phone calls on his behalf. At least, in my office, and a lot of emails on behalf of...

**BOARD MEMBER PARDO:** Yeah.

**CHAIRPERSON DAVIS:** ...Mr. Cunningham.

**BOARD MEMBER PARDO:** He is.., you know...

**CHAIRPERSON DAVIS:** So, he came highly recommended as well.

**BOARD MEMBER PARDO:** Highly recommended, highly respected.

**CHAIRPERSON DAVIS:** Thank you.

**BOARD MEMBER PARDO:** Thank you.

**MAYOR MASTERS:** Mr. Chair?

**CHAIRPERSON DAVIS:** Mayor.

**MAYOR MASTERS:** I'll just ask a quick question. I was told by someone, and I don't remember exactly which administrator, but I was told that once we be'..., once we choose the department head for the Utility District, that they would..., this committee would be dissolved. Or will this committee continue?

[Inaudible dais comments]

**MAYOR MASTERS:** Yeah. Somebody..., I'm just asking a question.

**BOARD MEMBER DAVIS JOHNSON:** It should be...

**MAYOR MASTERS:** 'Cause I was...

**BOARD MEMBER DAVIS JOHNSON:** ...dissolved.

**MAYOR MASTERS:** ...told...

**BOARD MEMBER DAVIS JOHNSON:** [Stammer], my understanding was that it was going to be dissolved.

**UNK.:** Mine too.

**MAYOR MASTERS:** It would be dissolved? Okay. I, I just..., I wanted to make sure that I got the correct information.

**CHAIRPERSON DAVIS:** Yeah. That was the purpose of the committee.

**MAYOR MASTERS:** Thank you.

**CHAIRPERSON DAVIS:** So, we're done with public comment at this time.

#### **STATEMENTS BY THE BOARD**

**CHAIRPERSON DAVIS:** We can start off with statements by the, by the Board. We can start to the right. Councilperson..., Commissioner Pardo.

**BOARD MEMBER PARDO:** I have nothing, thank you.

**CHAIRPERSON DAVIS:** Hubbard.

**BOARD MEMBER HUBBARD:** The.., the only comment, Mr. Chair, that I wanna make is that, I don't know of any of the persons on the Board being registered lobbyists. If they were a registered lobbyist on the Board, we would, we would not have chosen them. There aren't any registered lobbyists to date on, on, on that Board. And again, everybody that was on there was chosen for their experience and their back'.., their background knowledge and, of course, once this process is over, the Board will be.., will be dissolved.

**BOARD MEMBER DAVIS JOHNSON:** I just need to get a point of clarification. At this particular point, what is best for this Board to do? For this technical advisory committee, what is left for them to do?

**CHAIRPERSON DAVIS:** Miss.., for the committee?

**BOARD MEMBER DAVIS JOHNSON:** Mhmm. What's left for the committee to do?

**CHAIRPERSON DAVIS:** Um, no. Nothing.

**MAYOR MASTERS:** Nothing.

**BOARD MEMBER DAVIS JOHNSON:** So, therefore, it should be dissolved immediately?

**CHAIRPERSON DAVIS:** Yeah.

**MAYOR MASTERS:** Yeah.

**BOARD MEMBER DAVIS JOHNSON:** Because, what's happening is, the Board.., if I walked in and understood the conversation with regards to the, um, finalists that we were going to submit to the City Manager, that's reviewed by this Board? This body. So, there's no further need, unless there's something else that we are not being told as it relates to what their role is.

**BOARD MEMBER HUBBARD:** The Board didn't get a chance review it, Madam, um...

**BOARD MEMBER DAVIS JOHNSON:** Which Board?

**BOARD MEMBER HUBBARD:** The, the committee that you're speaking of, they didn't get a chance to review it because the, um, questionnaire had gone out to some people and not to all so we waited until it, you know, came, came back.

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**BOARD MEMBER HUBBARD:** But it does not have to take, take place. It can be dissolved and we can just shift it from that piece straight to the City Manager. That's



not, not necessary'..., you know, not necessary. But you're correct, the process was that they would review once we got them in, once we got them back and then they would, you know, come up here.

**BOARD MEMBER DAVIS JOHNSON:** Mhmm.

**CHAIRPERSON DAVIS:** Mr....

**BOARD MEMBER HUBBARD:** So, you're right.

**CHAIRPERSON DAVIS:** Mr. Evans, would you mind repeating to Councilperson Davis Johnson on the recommendation that you wanted to see happen?

**CITY MANAGER EVANS:** Certainly. What is Staff's recommendation is for the Council to short list the candidates up to five and then, from that point, we will then bring those candidates before the Council in a public interview session whereby the Council and the public will have an opportunity to question the candidates on their expertise. I've also asked the gentleman that we have secured a rela'..., a relationship with as it relates to providing technical assistance on our utilities to serve in the interview panel [stammer] in that professional capacity. After we then sel'..., discuss the expertise with those particular candidates, then I would meet with the Council individually to get your perspective on the Utility District Executive Director and then we would proffer an offer to the number one candidate and then proceed forward.

**BOARD MEMBER DAVIS JOHNSON:** Okay. With that being said, then there's no future actions for the technical advisory committee to undertake so then we should then make a motion to dissolve that, that committee and move forward with the, um, with this Board's review and submission of finalists.

**CHAIR PRO TEM MILLER-ANDERSON:** Second.

**CHAIRPERSON DAVIS:** Any questions before we call...

**MAYOR MASTERS:** I agree.

**CHAIRPERSON DAVIS:** Madam Clerk.

**DISTRICT CLERK ANTHONY:** Board Member Pardo?

**BOARD MEMBER PARDO:** Yes.

**DISTRICT CLERK ANTHONY:** Board Member Hubbard?

**BOARD MEMBER HUBBARD:** Yes.

**DISTRICT CLERK ANTHONY:** Board Member Davis Johnson?

**BOARD MEMBER DAVIS JOHNSON:** Yes.

**DISTRICT CLERK ANTHONY:** Pro Tem Miller-Anderson?

**CHAIR PRO TEM MILLER-ANDERSON:** Yes.

**DISTRICT CLERK ANTHONY:** Chair Davis?

**CHAIRPERSON DAVIS:** Yes.

**DISTRICT CLERK ANTHONY:** Unanimous vote.

**CHAIRPERSON DAVIS:** Thank you. Vice Chair Miller-Anderson.

**CHAIR PRO TEM MILLER-ANDERSON:** I don't... For comments?

**CHAIRPERSON DAVIS:** Yes, ma'am.

**CHAIR PRO TEM MILLER-ANDERSON:** No. I don't have any.

**CHAIRPERSON DAVIS:** Mayor?

**MAYOR MASTERS:** Yes. I was gonna say it at, at the other meeting but since it does relate to the Utility, I can say it now. I've always thought this, for many years, I'm guilty for not saying it publicly but I really think that the Council, this Board, CRA Board should look at the selection process of Chair and Pro Tem...

[Inaudible dais comment]

**MAYOR MASTERS:** We have a lotta.., I think I'm probably the eldest person here, we got a lot of these young, brilliant minds up here and I don't think it's really necessary for one person to Chair all of these boards and not to have to wait a year, or whatever the time may be, to have an opportunity. So, at, at the appropriate time, whenever you all think it's appropriate, I would like for some discussion as to.., if the Utility Board could also have the selection as to who that Chair could be, not necessarily the same person. Why not spread the brilliant minds around?

[Inaudible dais comment]

**MAYOR MASTERS:** Training, it gives [stammer], it gives 'em time to train and not have to wait for one position to open a year later. That's just me. I don't know, no one in the room may not feel that way but that's just my personal opinion and I just wanted to put it on the record, Mr. Chair.

Thank you.

**CHAIRPERSON DAVIS:** Alright. At this time, I have no further comments. I'll let Mr. Evans, if you'd like to close... Oh, Mr. Atkins, I see you got a card, did you wanna be in the public comment for the Council meeting which is right after this meeting or did you wanna say it now?

**MAYOR MASTERS:** If you do it now, you don't have to wait. [Chuckle].

[Inaudible comments]

**CHAIRPERSON DAVIS:** No. 'Cause he p'.., he want.., he told me he's gonna speak at the Council meeting. He submitted a card and I wanna respect...

[Inaudible comments]

**CHAIRPERSON DAVIS:** Thank you, sir.

[Inaudible comment]

**CHAIRPERSON DAVIS:** Mr. Evans, you got anything you wanna close it out with?

**CITY MANAGER EVANS:** No, sir.

**CHAIRPERSON DAVIS:** Thank you, sir.

### **ADJOURNMENT**

**CHAIRPERSON DAVIS:** At this time, can I have a motion to adjourn the meeting?

**BOARD MEMBER PARDO:** So...

**BOARD MEMBER DAVIS JOHNSON:** So moved.

**BOARD MEMBER PARDO:** ...moved.

**BOARD MEMBER DAVIS JOHNSON:** Second.

**CHAIRPERSON DAVIS:** Alright.

[Gavel]

[End of video/audio]

### **City Employees, Public Speakers and Others**

TECHNICAL CONSULTANT BEVIN BEAUDET .....MR. B. BEAUDET  
EXECUTIVE MANAGER ECR CLIFFORD SANDERS MR. C. SANDERS  
HORACE TOWNS.....MR. H. TOWNS  
BONNIE LARSON.....MS. B. LARSON  
MARY BRABHAM .....MS. M. BRABHAM



**APPROVED:**

\_\_\_\_\_  
**TERENCE D. DAVIS**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**CLAUDENE L. ANTHONY**  
**CERTIFIED MUNICIPAL CLERK**  
**CITY CLERK**

\_\_\_\_\_  
**KaSHAMBA L. MILLER-ANDERSON**  
**CHAIR PRO TEM**

\_\_\_\_\_  
**LYNNE L. HUBBARD**  
**BOARDMEMBER**

\_\_\_\_\_  
**TONYA DAVIS JOHNSON**  
**BOARDMEMBER**

\_\_\_\_\_  
**DAWN S. PARDO**  
**BOARDMEMBER**

**MOTIONED BY:** \_\_\_\_\_

**SECONDED BY:** \_\_\_\_\_

**L. HUBBARD** \_\_\_\_\_

**K. MILLER-ANDERSON** \_\_\_\_\_

**T. DAVIS JOHNSON** \_\_\_\_\_

**D. PARDO** \_\_\_\_\_

**T. DAVIS** \_\_\_\_\_

**DATE APPROVED:** APRIL 17, 2017

**CITY OF RIVIERA BEACH CITY COUNCIL**  
**AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

---

**Subject:** BUDGET TRANSFER IN SUPPORT USD BOARD MEMBER STIPEND

---

**Recommendation/Motion:** Approve Budget transfer resolution

---

<b>Originating Dept</b>	FINANCE DEPARTMENT	<b>Costs</b>	\$32,792
<b>User Dept.</b>	FINANCE DEPARTMENT	<b>Funding Source</b>	USD Contingency
<b>Advertised</b>	No	<b>Budget Account Number</b>	
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

---

**Background/Summary:**

The Board of Directors of the City of Riviera Beach Utility Special District (USD) approved as compensation a \$1,000 per month stipend for each member serving on the USD Board and the Mayor as an Ex-Officio member commencing in October 2015 through Resolution No. 13-15UD dated August 31, 2015. The compensation of stipend is not mandatory and the City Attorney requested each Board member individually accept or reject same by way of written authorization.

During the annual operating budget process, the payment of stipend is budgeted for those board members who have individually accepted such compensation by way of written authorization.

Recently the City Attorney opined that the written authorization was not an arrangement of the resolution and not a requirement to receive compensation, therefore, determining that the stipend should be paid retroactive from date of approval, beginning October 2015 to each board member who had not previously elected to reject said stipend. A payment for retroactive stipend was made to the USD Board member on March 27, 2017 for a total cost of \$26,571, to cover the period from October 23, 2015 to March 24, 2017. Total payment includes payroll taxes, FICA, and Employer FRS contributions and said payment places the stipend budget in a deficit position.

After adoption of the FY17 budget one Board Member accepted the stipend.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

### **III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

The original resolution submitted by the Finance Department has been amended by the City Attorney.  
The recitals do not fully represent the position of the finance Director.

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### **ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
041117_Amended_Resolution_RE_USD_STIPEND_(002).docx	RESOLUTION	4/12/2017	Resolution
td_stipend_calculation_spreadsheet.pdf	COUNCILPERSON TD STIPEND CALCULATION FORM	4/11/2017	Backup Material
City_Council_Stipend_Forms.pdf	STIPEND FORMS	4/11/2017	Backup Material
stipend_memos.pdf	STIPEND MEMOS	4/11/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Finance	sherman, randy	Approved	4/11/2017 - 3:25 PM
Purchasing	Mealy, Dean	Approved	4/11/2017 - 6:47 PM
Finance	sherman, randy	Approved	4/12/2017 - 1:18 PM
Attorney	James, Sheila	Approved	4/12/2017 - 2:49 PM
City Clerk	Robinson, Claudene	Approved	4/12/2017 - 2:59 PM
City Manager	Jones, Danny	Approved	4/12/2017 - 5:09 PM



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CITY OF RIVIERA BEACH UTILITY SPECIAL  
DISTRICT, PALM BEACH COUNTY, FLORIDA,  
AUTHORIZING THE TRANSFER OF FUNDS FROM THE  
UTILITY SPECIAL DISTRICT CONTINGENCY ACCOUNT  
TO UTILITY SPECIAL DISTRICT SALARY & WAGES AND  
RELATED ACCOUNTS TO COVER COSTS FOR THE  
RETROACTIVE STIPEND PAYMENT IN ACCORDANCE  
WITH USD RESOLUTION 13-15UD ; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of the City of Riviera Beach Utility Special District (USD) approved as compensation a \$1,000 per month stipend for each member serving on the USD Board and the Mayor as an Ex-Officio member commencing in October 2015 through Resolution No. 13-15UD dated August 31, 2015; and

**WHEREAS**, certain USD Board members voluntarily elected in writing to waive their respective entitlements to the compensation in accordance with Resolution No. 13-15UD; and

**WHEREAS**, USD Board members who did not voluntarily elect in writing to waive any entitlement to the compensation provided in accordance with Resolution No. 13-15UD were to receive the compensation authorized and prescribed by USD Board in accordance with Resolution No. 13-15UD; and

**WHEREAS**, the payment of stipend is budgeted for those board members who have not voluntarily elected in writing to waive entitlement to the compensation provided in accordance with Resolution No. 13-15UD and was to be provided as part of the annual operating budget process; and

**WHEREAS**, recently the City Attorney opined that the unambiguous terms of Resolution No. 13-15UD contained no provision that a written election by a Board member was required to receive the compensation authorized by the USB Board in that resolution; and

**WHEREAS**, a payment for retroactive stipend was made to the USD Board member Terence Davis on March 27, 2017 for a total cost of \$26,571, to cover the period from October 23, 2015 to March 24, 2017; and

**WHEREAS**, total payment includes payroll taxes, FICA, and Employer FRS contributions and said payment places the stipend budget in a deficit position; and

RESOLUTION NO. \_\_\_\_\_  
PAGE 2 of 3

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the District Board approves the amount of \$26,571 to cover the costs associated with the retroactive payment of stipend to the District's Board member.

**SECTION 2.** That the District Board authorizes the transfer of said amount from the District's Contingency account to the District's salary, FICA, and retirement accounts and the transfer of \$6,221 to cover stipend costs not budgeted in FY17as follows:

**TRANSFER FROM:**

USD CONTINGENCY	411-1417-536-0-5999	\$32,792
-----------------	---------------------	----------

**TRANSFER TO:**

USD SALARY ACCOUNT	411-1417-536-0-1201	\$21,692
--------------------	---------------------	----------

USD FICA ACCOUNT	411-1417-536-0-2101	1,660
------------------	---------------------	-------

USD FRS ACCOUNT	411-1417-536-0-2202	9,440
-----------------	---------------------	-------

**SECTION 3.** This Resolution shall take effect upon its passage and approval by the District's Board.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**\*\*\*\*\* SIGNATURES ON THE FOLLOWING PAGE. \*\*\*\*\***

RESOLUTION NO. \_\_\_\_\_  
PAGE 3 of 3

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIR

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
BOARD CLERK

\_\_\_\_\_  
KASHAMBA MILLER-ANDERSON  
CHAIR PRO-TEM

\_\_\_\_\_  
LYNNE L. HUBBARD  
BOARD PERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
BOARD PERSON

\_\_\_\_\_  
DAWN S. PARDO  
BOARD PERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

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

K. MILLER-ANDERSON \_\_\_\_\_

T. DAVIS JOHNSON \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
ANDREW DEGRAFFENREIDT  
BOARD ATTORNEY

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

**T. DAVIS**

---

**City's Cost for Terence Davis Retroactive Stipend Payment**  
**Monthly Stipend (October 4, 2015 to March 17, 2017)**

Annual payment 12,000.00  
 Number of pay periods 26  
 Bi-weekly amount 461.54

Pay Date	B-Weekly Stipend	Monthly Stipend for FRS Calculation	FICA	FRS Contribution Rate	FRS	Total
10/23/2015	461.54	461.54	35.31	45.80%	211.39	708.23
11/6/2015	461.54					
11/20/2015	461.54	923.08	70.62	45.80%	422.77	1,416.47
12/4/2015	461.54					
12/18/2015	461.54	923.08	70.62	45.80%	422.77	1,416.47
1/1/2016	461.54					
1/15/2016	461.54					
1/29/2016	461.54	1384.62	105.92	45.80%	634.16	2,124.70
2/12/2016	461.54					
2/26/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
3/11/2016	461.54					
3/25/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
4/8/2016	461.54					
4/22/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
5/6/2016	461.54					
5/20/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
6/3/2016	461.54					
6/17/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
7/1/2016	461.54					
7/15/2016	461.54					
7/29/2016	461.54	1384.62	105.92	42.10%	582.93	2,073.47
8/12/2016	461.54					
8/26/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
9/9/2016	461.54					
9/23/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
10/7/2016	461.54					
10/21/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
11/4/2016	461.54					
11/18/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
12/2/2016	461.54					
12/16/2016	461.54					
12/30/2016	461.54	1384.62	105.92	42.10%	582.93	2,073.47
1/13/2017	461.54					
1/27/2017	461.54	923.08	70.62	42.10%	388.62	1,382.31
2/10/2017	461.54					
2/24/2017	461.54	923.08	70.62	42.10%	388.62	1,382.31
3/10/2017	461.54					
3/24/2017	461.54	923.08	70.62	42.10%	388.62	1,382.31
	<b>17,538.52</b>	<b>17,538.52</b>	<b>1,341.70</b>		<b>7,691.10</b>	<b>26,571.32</b>



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

Per Resolution Number 13-15UD, the Utility Special District approved a \$12,000.00 Stipend for the Board of Directors and the Mayor as an ex-officio member. The resolution will take effect on October 1, 2015.

Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

\_\_\_\_\_

I wish to receive the stipend.

✓

I do not wish to receive the stipend.

Tonya Davis Johnson

Name

[Signature]

Signature

May 18, 2016

Date



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

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Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

☒ I wish to receive the stipend.

☐ I do not wish to receive the stipend.

# 5987  
# 101  
# 102  
# 461.54  
P/eq  
12/24/16

Tonya Davis Johnson  
Name

[Signature]  
Signature

12/22/16  
Date

RECEIVED  
DEC 22 2016  
FINANCE



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

5795

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Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

☒

I wish to receive the stipend.

☐

I do not wish to receive the stipend.

TAMM S. PARDO

Name

[Signature]

Signature

9/22/2015

Date

9/22  
10/17/15



**DATE: SEPTEMBER 17, 2015**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**CC: RUTH C. JONES, CITY MANAGER  
PAMALA H. RYAN, CITY ATTORNEY**

**FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES**

**SUBJECT: UTILITY SPECIAL DISTRICT BOARD STIPEND ELECTION**

---

The City Attorney has confirmed that the Utility Special District Board stipend is voluntary. It is not mandated that a Board member accept the payment. In light of this information, it is necessary for each eligible member of the Board to make an individual election to receive or to not receive the stipend.

As such, please find attached to this memo an election form drafted by the City Attorney. Document your election on the form, sign the form and return it to the Finance Department by September 25, 2015. This will allow adequate time to properly create the payroll adjustments.

Thank you very much for your cooperation. If I can answer any questions, please do not hesitate to contact me directly.

council stipend

monthly stipend	Yearly amount
1,000.00	12 12,000.00
	26
bi-weekly amount	461.54



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

6354

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Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

☐ I wish to receive the stipend.

☒ I do not wish to receive the stipend.

KASHAMBA MILK-ANDERSON  
Name

Kasha Milk-Anderson  
Signature

9/23/15  
Date

RECEIVED  
SEP 24 2015  
FINANCE

9/24  
10/17/15

**DATE:** SEPTEMBER 17, 2015

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**CC:** RUTH C. JONES, CITY MANAGER  
PAMALA H. RYAN, CITY ATTORNEY

**FROM:** RANDY M. SHERMAN, DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES

**SUBJECT:** UTILITY SPECIAL DISTRICT BOARD STIPEND ELECTION

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# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

Per Resolution Number 13-15UD, the Utility Special District approved a \$12,000.00 Stipend for the Board of Directors and the Mayor as an ex-officio member. The resolution will take effect on October 1, 2015.

Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

☒

I wish to receive the stipend.

☐

I do not wish to receive the stipend.

Lynne L. Hubbard  
Name

Lynne L. Hubbard  
Signature

9/15/14  
Date

5650  
#101  
\$461.54  
P/g  
9/17/16



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

Per Resolution Number 13-15UD, the Utility Special District approved a \$12,000.00 Stipend for the Board of Directors and the Mayor as an ex-officio member. The resolution will take effect on October 1, 2015.

Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

☒ I wish to receive the stipend.

☐ I do not wish to receive the stipend.

\*101  
461.54

Thomas Master  
Name

Thomas Master  
Signature

Sept, 20, 16'  
Date

plg  
9/17/16



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BOULEVARD • RIVIERA BEACH, FLORIDA 33404  
(561) 845-4040 FAX (561) 845-8843

OFFICE OF  
FINANCE DIRECTOR

5648

Per Resolution Number 13-15UD, the Utility Special District approved a \$12,000.00 Stipend for the Board of Directors and the Mayor as an ex-officio member. The resolution will take effect on October 1, 2015.

Please be advised that the stipend amount will be subject to Federal Taxation and FRS deductions (3%).

Please advise if you wish to receive the stipend (it is not mandatory).

☐ I wish to receive the stipend.

☒ I do not wish to receive the stipend.

RECEIVED  
SEP 24 2015

FINANCE

Thomas A. Master  
Name

Thomas A. Master  
Signature

Sept. 18, 2015  
Date

pg  
10/17/15

**DATE: SEPTEMBER 17, 2015**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**CC: RUTH C. JONES, CITY MANAGER  
PAMALA H. RYAN, CITY ATTORNEY**

**FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES**

**SUBJECT: UTILITY SPECIAL DISTRICT BOARD STIPEND ELECTION**

---

The City Attorney has confirmed that the Utility Special District Board stipend is voluntary. It is not mandated that a Board member accept the payment. In light of this information, it is necessary for each eligible member of the Board to make an individual election to receive or to not receive the stipend.

As such, please find attached to this memo an election form drafted by the City Attorney. Document your election on the form, sign the form and return it to the Finance Department by September 25, 2015. This will allow adequate time to properly create the payroll adjustments.

Thank you very much for your cooperation. If I can answer any questions, please do not hesitate to contact me directly.



## MEMORANDUM

TO: RANDY SHERMAN, DIRECTOR OF FINANCE AND ADMIN. SVCS.  
FROM: ANDREW DEGRAFFENREIDT, CITY ATTORNEY  
CC: DANNY JONES, CITY MANAGER  
DATE: MARCH 7, 2017  
RE: TERENCE DAVIS' ENTITLEMENT TO UTILITY DISTRICT STIPEND  
COMPENSATION

Please be advised that pursuant to Resolution 13-15UD which provides compensation to the Utility District Board members, Terence Davis is entitled to the compensation provided therein. It is my understanding that there was a procedure developed that was utilized for members of the Board to waive their entitlement to the compensation provided in resolution however I am informed that Mr. Davis never executed that voluntary waiver.

Thank you for your attention to this matter.

AD:syj

RECEIVED  
MAR 07 2017  
FINANCE



**CITY OF RIVIERA BEACH  
FINANCE AND ADMINISTRATIVE SERVICES**

---

**FINANCE DEPARTMENT**

**INTER-DEPARTMENTAL COMMUNICATION**

---

**DATE: MARCH 10, 2017**

**TO: ANDREW DEGRAFFENREIDT, CITY ATTORNEY**

**FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES**

**CC: DANNY JONES, CITY MANAGER**

**SUBJECT: CHAIR T.D. DAVIS REQUEST TO RECEIVE UTILITY SPECIAL DISTRICT STIPEND RETRO-ACTIVE TO OCTOBER 1, 2015**

---

I am in receipt of your memos dated February 27, 2017 and March 7, 2017 regarding Chair Davis' request to receive the Utility Special District (USD) Stipend retro-active back to October 2015. Neither memo addresses the concern that I have raised, so please allow me to further explain what it is I need in order to honor such a request.

Attorney Ryan wrote the Resolution 13-15UD providing for the Stipend. Attorney Ryan also provided guidance on how the Stipend should be implemented. Attorney Ryan's position was that the Charter governing the USD permitted compensation. Therefore, the USD would make compensation available, but each Board member would be required to say "Yes, I want the compensation", or "No, I do not want the compensation". Compensation was not being imposed, it was being made available. This requires a simple Yes or No answer.

At this time, I am being requested to take an action contrary to the instructions from the City Attorney. You are correct in your understanding that Mr. Davis never executed a waiver, however, he also never elected to receive the stipend as required by Attorney Ryan. Since I am the final level of authority before this payment would be made, I am hard pressed to change what has previously been done without a clear statement or legal sufficiency from you. At some point this may be in front of the Inspector General or possibly the State Attorney General and I will need to be able to provide support as to why I retro-actively changed the process and payment requirement.

I take no position on whether or not Mr. Davis should be paid. If you can provide a statement of legal sufficiency, I will gladly see to it that the payment is made. Please be mindful of the fact that every other elected official has made their written election and that a budget adjustment would be necessary to make the payment as neither the Stipend or the associated Florida Retirement contribution are budgeted for the retro-activity.

If you are comfortable to simply stamp and sign this memo for legal sufficiency that would meet my needs.

RMS/sde

## MEMORANDUM

TO: RANDY SHERMAN, DIRECTOR OF FINANCE AND ADMIN. SVCS.  
FROM: ANDREW DEGRAFFENREIDT, CITY ATTORNEY  
CC: DANNY JONES, CITY MANAGER  
DATE: MARCH 13, 2017  
RE: TERENCE DAVIS' ENTITLEMENT TO UTILITY DISTRICT STIPEND  
COMPENSATION

Please reference your memo to me dated March 10<sup>th</sup> 2017 regarding the payment of the Utility District stipend to Terence Davis.

The official action of the Utility District Board is contained in Resolution 13-15UD. It is my understanding that there is no subsequent action by the Utility District Board that modifies that resolution. The language in the resolution is unambiguous and contains no reference to any of the restrictions that you are concerned with. The resolution specifically provides for the benefit requested and you agree that "Mr. Davis never executed a waiver".

Therefore, it is my legal opinion that Mr. Davis is entitled to receive the specific benefit provided by Resolution 13-15UD and it is requested that you comply with the same as soon as practicable.

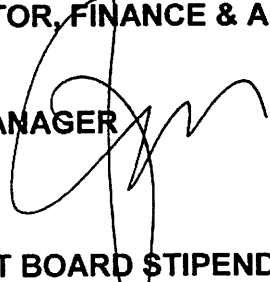
Thank you for your attention to this matter.

AD:syj

MAR 13 2017

# MEMORANDUM

**TO: RANDY SHERMAN, DIRECTOR, FINANCE & ADMINISTRATIVE SERVICES**

**FROM: DANNY D. JONES, CITY MANAGER** 

**DATE: MARCH 17, 2017**

**RE: UTILITY SPECIAL DISTRICT BOARD STIPEND**

---

As a follow-up to the meetings we have held between you, Mr. DeGraffenreidt, and myself concerning the stipend pay for Utility Special District (USD) Board Members, please find attached a copy of Attorney DeGraffenreidt's memo to you.

It is my understanding from Attorney DeGraffenreidt's memo that the USD Board Members are entitled to the stipend benefit from the date in which the board approved the resolution.

No additional step is required to authorize payment for such entitlement.

In an effort to bring this matter to closure, I am authorizing you to compensate Board Member Terence Davis from the date in which he was entitled to receive the benefit.



CITY OF RIVIERA BEACH  
FINANCE DEPARTMENT

---

INTER-DEPARTMENTAL COMMUNICATION

---

**DATE:** March 20 2017

**TO:** DANNY JONES, DEPUTY CITY MANAGER

**COPY:** JONATHAN EVANS, CITY MANAGER  
RANDY SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

**FROM:** KAREN HOSKINS, ASSISTANT DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES *KH*

**SUBJECT:** TERENCE DAVIS' ENTITLEMENT TO UTILITY DISTRICT STIPEND  
COMPENSATION

Further to your memorandum dated March 17, 2017 to Mr. Randy Sherman regarding the above referenced matter, the retroactive payment is estimated to be \$25,900.00 which includes USD's costs for the stipend, FICA and FRS contribution for pay periods from October 4, 2015 to March 4, 2017. The attached document outlines the calculation for the retroactive payment. This amount is not included in USD's FY 2017 operating budget.

Therefore, a resolution will be required to authorize this amount to be transferred from USD's Contingency account to the relevant salaries and benefits accounts. Please be aware that the retroactive payment will not be included in Chairman Davis's salary to be paid on March 24, 2017. Payment for the retroactive stipend will be made upon approval by the USD Board.

Please be aware that it is the understanding of the Finance Department that the Board Member and Mayor is required to sign a form stating that he or she accepts or rejects the stipend. Finance Department does not have a record of this signed form from Chairman Davis. However, based on your directive authorizing compensation in your memorandum dated March 17, 2017 and the legal opinion of Mr. Andrew Degraffenreidt, City Attorney, stated in memorandum dated March 13, 2017, please advise the Finance Department if the biweekly stipend amount of \$461.54 should commence for Chairman Davis starting with pay period March 5 to March 17, 2017 to be paid on March 24, 2017.

We look forward to your response by Tuesday, March 21, 2017.

Thank you.

*Attachment*

## Sherman, Randy

---

**From:** Evans, Jonathan  
**Sent:** Wednesday, March 22, 2017 1:33 PM  
**To:** Hoskins, Karen  
**Cc:** Sherman, Randy; Degraffenreidt, Andrew; Davis, Terence  
**Subject:** UD Payment - T. Davis

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

The intent of this email is to authorize staff to provide compensation to Mr. Terrence Davis as it relates to the stipend in which the elected officials are intended to receive pursuant to Resolution 13 – 15UD. After conversations with the city attorney, the document that Mr. Davis was requested to execute was not consummated as part of Resolution 13 – 15UD; thus making it an administrative policy outside of the authority adopted by the Utility District Board. Furthermore, in the future any individual member of the Utility District Board are to receive this compensation unless they explicitly communicate it in writing that they are declining receipt of the stipend provided for in the Resolution. In the memorandum dated March 20, 2017, from finance department it was communicated that Mr. Davis would not be afforded retroactive payment, that is not consistent with the adopted Resolution and it is my direction that staff cure this issue immediately and issue a check immediately.

Respectfully Submitted,

**Jonathan E. Evans, MPA, MBA, ICMA-CM**  
City Manager - Riviera Beach

600 W. Blue Heron Blvd.  
(O) 561-845-4010  
(C) 561-379-4505  
Email: [jevans@Rivierabch.com](mailto:jevans@Rivierabch.com)  
Website: [Rivierabch.com](http://Rivierabch.com)  
Twitter: @\_JonathanEvans\_

All mail sent to and from Riviera Beach Government is subject to the public records law of the State of Florida.



**CITY OF RIVIERA BEACH  
FINANCE DEPARTMENT**

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**INTER-DEPARTMENTAL COMMUNICATION**

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**DATE:** March 29, 2017  
**TO:** JONATHAN EVANS - CITY MANAGER  
**COPY:** DANNY JONES - DEPUTY CITY MANAGER  
**FROM:** RANDY SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES  
**SUBJECT:** **TERENCE DAVIS – RETROACTIVE STIPEND PAYMENT FOR UTILITY SPECIAL DISTRICT**

---

Finance Department has prepared the retroactive stipend payment for Chairman Terence Davis for the period from October 2015 to March 24, 2017 for a total amount of \$26,571.32 as detailed below:

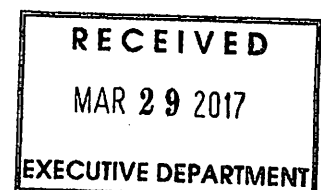
Stipend	17,538.52
FICA	1,341.70
FRS	<u>7,691.10</u>
<b>Total</b>	<b><u>\$26,571.32</u></b>

This retroactive payment of stipend has resulted in an over expenditure in the FY2017 operating budget. Staff is currently preparing a resolution to authorize the transfer of the amount from the USD's Contingency account to the appropriate account.

It is anticipated that a presentation and approval of the resolution will occur at the April 2017 USD meeting. Please sign off on the documentation for the stipend payment which is attached to this memorandum.

Thank you.

*Attachment*



**City's Cost for Terence Davis Retroactive Stipend Payment**  
**Monthly Stipend (October 4, 2015 to March 17, 2017)**

Annual payment 12,000.00  
 Number of pay periods 26  
 Bi-weekly amount 461.54

Pay Date	B-Weekly Stipend	Monthly Stipend for FRS Calculation	FICA	FRS Contribution Rate	FRS	Total
10/23/2015	461.54	461.54	35.31	45.80%	211.39	708.23
11/6/2015	461.54					
11/20/2015	461.54	923.08	70.62	45.80%	422.77	1,416.47
12/4/2015	461.54					
12/18/2015	461.54	923.08	70.62	45.80%	422.77	1,416.47
1/1/2016	461.54					
1/15/2016	461.54					
1/29/2016	461.54	1384.62	105.92	45.80%	634.16	2,124.70
2/12/2016	461.54					
2/26/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
3/11/2016	461.54					
3/25/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
4/8/2016	461.54					
4/22/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
5/6/2016	461.54					
5/20/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
6/3/2016	461.54					
6/17/2016	461.54	923.08	70.62	45.80%	422.77	1,416.47
7/1/2016	461.54					
7/15/2016	461.54					
7/29/2016	461.54	1384.62	105.92	42.10%	582.93	2,073.47
8/12/2016	461.54					
8/26/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
9/9/2016	461.54					
9/23/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
10/7/2016	461.54					
10/21/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
11/4/2016	461.54					
11/18/2016	461.54	923.08	70.62	42.10%	388.62	1,382.31
12/2/2016	461.54					
12/16/2016	461.54					
12/30/2016	461.54	1384.62	105.92	42.10%	582.93	2,073.47
1/13/2017	461.54					
1/27/2017	461.54	923.08	70.62	42.10%	388.62	1,382.31
2/10/2017	461.54					
2/24/2017	461.54	923.08	70.62	42.10%	388.62	1,382.31
3/10/2017	461.54					
3/24/2017	461.54	923.08	70.62	42.10%	388.62	1,382.31
	<b>17,538.52</b>	<b>17,538.52</b>	<b>1,341.70</b>		<b>7,691.10</b>	<b>26,571.32</b>

Approved by City Manager: \_\_\_\_\_

Johathan Evans, City Manager

Date: \_\_\_\_\_



**CITY OF RIVIERA BEACH CITY COUNCIL**  
**AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

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**Subject:** Removal of One Underground Storage Tank and One Above Ground Storage Tank

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**Recommendation/Motion:** That the Utility Board accept the staff's recommendation selecting the top ranked firm ATC Environmental Group Services LLC to address one abandoned underground storage tank and one above ground storage tank

---

<b>Originating Dept</b>	Utility/Purchasing	<b>Costs</b>	\$27,902
<b>User Dept.</b>	Utility / Purchasing	<b>Funding Source</b>	
<b>Advertised</b>	No	<b>Budget Account Number</b>	412-1430-533-0-4604
<b>Date</b>			
<b>Paper</b>			
<b>Affected Parties</b>	Not Required		

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**Background/Summary:**

The Utility had requested for closure of one (1) underground storage tank, with a capacity of 2,500 gallons and the removal of one (1) above ground tank with a capacity of 8,000 gallons. Due to the proximity of the 2,500 underground tank to an existing structure, it is recommended to leave the tank in place and provide closure vs. removal. The underground tank is double walled.

Both tank processes will be under the supervision of a State of Florida Professional Geologist.

A solicitation was issued with a mandatory pre-bid meeting. ATC Group LLC. was noted as the low responsive, responsible bidder. Staff recommends award to ATC Group, LLC.

<b>Fiscal Years</b>	2017
<b>Capital Expenditures</b>	27,902
<b>Operating Costs</b>	
<b>External Revenues</b>	
<b>Program Income (city)</b>	
<b>In-kind Match (city)</b>	
<b>Net Fiscal Impact</b>	
<b>NO. Additional FTE Positions (cumulative)</b>	

### III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

#### ATTACHMENTS:

File Name	Description	Upload Date	Type
886_RESOLUTIUOIN_TANK_REMOVAL__1600.docx	Resolution	4/11/2017	Resolution
BID_TAB_886.pdf	Bid Tabulation	4/10/2017	Cover Memo
CONTRACT.pdf	Contract	4/10/2017	Cover Memo
PR_Tanks.pdf	Purchasing Recommendation	4/10/2017	Cover Memo
INSURANCE_CERTIFICATE.pdf	Insurance	4/10/2017	Cover Memo

#### REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	4/11/2017 - 2:56 PM
Attorney	Degraffenreidt, Andrew	Approved	4/12/2017 - 10:20 AM
City Clerk	Robinson, Claudene	Approved	4/12/2017 - 1:27 PM
City Manager	Jones, Danny	Approved	4/12/2017 - 4:52 PM

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE UTILITY SPECIAL DISTRICT BOARD OF THE DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION RELATING TO REQUEST FOR INVITATION TO BID NUMBER 886-17-3 FOR A QUALIFIED FIRM TO PROVIDE UNDERGROUND STORAGE TANK REMOVAL OR CLOSURE IN PLACE FOR THE UTILITY DISTRICT; AUTHORIZING UTILITY DISTRICT CHAIRPERSON AND CITY CLERK TO EXECUTE AGREEMENT BETWEEN THE UTILITY DISTRICT BOARD AND THE FIRST RANKED FIRM ATC ENVIRONMENTAL GROUP SERVICES, LLC. IN AN AMOUNT NOT-TO-EXCEED \$27,902; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED FOR EACH TANK FROM ACCOUNT 412-1430-533-0-4604; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach solicited Invitation to Bid 886-17-3 for the removal or closure in place of one underground storage tank and one above ground tank in accordance with FDEP and Palm Beach policy guidelines; and

**WHEREAS**, two firms attended the mandatory site visit and both firms submitted proposals; and

**WHEREAS**, it was determined to maintain one underground tank in place due to proximity of utility structure and remove the above ground storage tank; and

**WHEREAS**, based on bid proposals and background verification, it is recommended to proceed with ATC Environmental Group Services, LLC.

**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 Utility Board accept the staff's recommendation selecting the top ranked firm ATC Environmental Group Services LLC to address one abandoned underground storage tank and one above ground storage tank.

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE 2**

**SECTION 2.** That the Utility District Chairperson and City Clerk authorized to execute agreements.

**SECTION 3.** The Utility Finance Director shall be authorized to make payments from work authorizations issued by the Utility Director.

**SECTION 4.** This resolution shall take effect immediately upon its passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

RESOLUTION NO. \_\_\_\_\_  
PAGE 3

APPROVED:

\_\_\_\_\_  
TERENCE D. DAVIS  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
KASHAMBA L. MILLER-ANDERSON  
CHAIR PRO TEM

\_\_\_\_\_  
LYNNE HUBBARD  
COUNCILPERSON

\_\_\_\_\_  
DAWN S. PARDO  
COUNCILPERSON

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

T. DAVIS \_\_\_\_\_

K. MILLER-ANDERSON \_\_\_\_\_

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

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

T. D. JOHNSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

Date: \_\_\_\_\_



Project Name: Utility Special District - 909 AVE. U Fuel Tanks  
 Description of Services: Remove and Dispose Two Diesel Fuel Tanks

Quotes Line Items Internal Use Only (WDC-DM)

Item No.	Description	Quantity	Unit Price (USD)	Quantity	Unit Price (USD)	Extended Price	Quantity	Unit Price (USD)	Extended Price	Quantity	Unit Price (USD)	Extended Price
001	Removal of One 8,000 Gallon Above Ground Storage Tank (steel) and One 2,500 Gallon Underground Storage Tank (Bevergas)			1	LS	\$32,000.00	1	LS	\$27,902.00			
	Continued Proposal Line Items Subtotal:											
A.	Total Base Proposed Price (USD)					\$32,000.00			\$27,902.00			
C.	Total Evaluated Price (USD)					\$32,000.00			\$27,902.00			
D.	Work Schedule / Milestones (see Additional Factors page)					60 days +			81 days			
E.	Payment Terms					Net 30 Days			Net 30 days			
F.	Proposal validity duration, expiration date (60 days)					Not Specified			Not Specified			
G.	Assumptions (see Evaluation Worksheets)					Yes			Yes			
H.	Insurances (see Evaluation Worksheets)					Yes			Yes			

Source Selection Method / Non-Competitive:

☐ Lowest Price  
☒ Lowest Price Technically Acceptable  
☐ Trade-Off

☐ Included Parties Listing  
☐ Representations & Certifications  
☐ FIPS & CERTS N/A FOREIGN AWARD <100,000 USD

Advance Notification Required

☐ 3-5  
☒ 30

Consent Required

☐ 3-5  
☒ 30

Recommendation:

We recommend an award for the services or supplies covered by this solicitation to the following offeror(s) for the reason set forth. **ATC Group Services, LLC**

Reason:

Quote submitted is comprehensive. ATC have consulted with (PBOCERH) and are to follow their recommendations accordingly with this work per regulations. As per the specified regulations, all work closure/removal work will performed a State of Florida Licensed Pollutant Storage System Specialty Contractor and environmental closure tasks will be performed under the supervision of a State of Florida licensed Professional Geologist. **Due to the close proximity of the UST to the concrete padwall containing the wet well odor control system and depth of the base of the UST, excavation of the UST may jeopardize the structural integrity of the of the concrete padwall and/or the soil beneath the pad. Therefore, ATC proposes closure in place of the UST versus removal. Lab sampling are included. Collect Soil sampling is a must. City Permits to be billed at cost (i.e. this quote does not include city permits fees). No sledge or solids are expected to be found but if does the cost is higher than CEI (See assumptions). CEI scope is not comprehensive as ATC in it's context.**

Award to: **ATC Group Services, LLC**

Requestor: **Utility Special District Representative**

Award amount: **\$27,902.00**

Payments: **Net 30 days**

Buyer: **Wilmer de Choudens**

## Quotation Analysis Summary



Project Name: Utility Special District - 909 AVE. U Fuel Tanks  
 Description of Services: Remove and Disposed Two Diesel Fuel Tanks

## Additional Factors

Item No.	"X" if Selected	Additional Factors	Independent Cost Estimate (None)	Cherokee Enterprises, Inc. 14474 Commerce Way Miami Lakes, FL 33016 305.828.3353 POC: Mr. Jeffrey S. Northrup, P.G., PSSC	ATC Group Services, LLC 9955 NW 116 Way, Suite 1 Miami, FL 33178 Phone: 305.882.8200 POC: Mr. Dwight W. Schwendeman Senior Project Manager	Advance Petroleum Systems, Inc 16600 NW 54 Avenue Unit 1 Miami, Florida 33014 Phone: 305.430. 8500 POC: Mr. Ronald E. Payne	
		Work Schedule / Milestones Start Work Final Completion	N/A	60 days + 30 days for final draft report TBD TBD  • Permitting through PBCERM: 30 Days Scheduling and AST and UST Removal: 30 Day	81 days TBD TBD  • Permitting process will take approximately 30-days; • Closure in place and AST removal will be completed with 6 business days; and • A draft SRSSAR will be available for review within in 45 days of completing the on-site work.	No quote, declined as booked through July 2017	
G	X	Assumptions (Describe for each offeror or indicate "None")		<ul style="list-style-type: none"> <li>• No soil or groundwater sampling will be required;</li> <li>• Deadman anchors or concrete placed below the USTs will remain in-place;</li> <li>• Disposal of contaminated groundwater or soil, if found, will be completed at an additional cost;</li> <li>• If there is additional product is present, it will be disposed, at an additional cost of \$0.40/gallon;</li> <li>• Compaction testing, if required, will be conducted by others;</li> <li>• A source of water is available for usage by CEI on-site; and,</li> <li>• No demolition plans or associated permits will be procured from City of Riviera Beach.</li> </ul>	<ul style="list-style-type: none"> <li>• ATC will have free and unobstructed access to the areas necessary to perform the proposed scope of work scheduled for work;</li> <li>• There are no unidentified underground obstructions, conduits, pipelines or other surface and/or subsurface structures that would affect the site assessment work efforts. ATC will not be responsible for damage to utilities not located by the City of Riviera Beach and Sunshine State One-call;</li> <li>• Laboratory analytical services will be conducted on a standard ten business-day turnaround time;</li> <li>• All work can be performed in OSHA Level D or a modified Level D;</li> <li>• This proposal assumes that all waste materials are non-hazardous. Up to 1,000 gallons of wash liquids disposal is included. Any additional volume of wash liquids will be charged at \$0.85/gallon;</li> <li>• This proposal assumes that no sludge is present in the two tanks. If any sludge or solids are recovered during the cleaning process, disposal will charged at \$2.38/gallon; and</li> <li>• The total volume of diesel fuel requiring recycling is estimated at 2,500 gallons. If addition volume of fuel requires recycling, disposal will be charged at \$65.00/gallon.</li> </ul>		
H	X	Insurance / Bonding Exceptions (Describe for each offeror or indicate "None")		<ul style="list-style-type: none"> <li>• Employer's Liability <input type="checkbox"/> Each accident \$ 1,000,000 <input type="checkbox"/> Disease – Each Employee \$ 1,000,000 <input type="checkbox"/> Disease – Policy Limit \$ 1,000,000</li> <li>• Commercial General Liability <input type="checkbox"/> Each Occurrence \$3,000,000 <input type="checkbox"/> Personal and Advertising Injury \$3,000,000 <input type="checkbox"/> General Aggregate \$3,000,000 <input type="checkbox"/> Products and Completed Operations Aggregate \$3,000,000</li> <li>• Commercial Automobile Liability <input type="checkbox"/> Combined Single Limit \$1,000,000</li> <li>• Errors and Omissions / Professional Liability <input type="checkbox"/> Each Claim \$3,000,000 <input type="checkbox"/> Annual Aggregate \$1,000,000</li> <li>• Contractor's Pollution Liability <input type="checkbox"/> Each Claim \$3,000,000 <input type="checkbox"/> Annual Aggregate \$1,000,000</li> </ul>	<ul style="list-style-type: none"> <li>• Employer's Liability <input type="checkbox"/> Each accident \$ 1,000,000 <input type="checkbox"/> Disease – Each Employee \$ 1,000,000 <input type="checkbox"/> Disease – Policy Limit \$ 1,000,000</li> <li>• Commercial General Liability <input type="checkbox"/> Each Occurrence \$1,000,000 <input type="checkbox"/> Personal and Advertising Injury \$1,000,000 <input type="checkbox"/> General Aggregate \$2,000,000 <input type="checkbox"/> Products and Completed Operations Aggregate \$2,000,000</li> <li>• Commercial Automobile Liability <input type="checkbox"/> Combined Single Limit \$1,000,000</li> <li>• Errors and Omissions / Professional Liability <input type="checkbox"/> Each Claim \$1,000,000 <input type="checkbox"/> Annual Aggregate \$1,000,000</li> <li>• Contractor's Pollution Liability <input type="checkbox"/> Each Claim \$1,000,000 <input type="checkbox"/> Annual Aggregate \$1,000,000</li> </ul>		



**CITY OF RIVIERA BEACH  
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **the CITY OF RIVIERA BEACH**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **ATC GROUP SERVICES, LLC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **46-0399408**.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide construction services in the area of Lift Station 909 Avenue U 1380 North Federal Highway, Suite 110 Riviera Beach, Florida FDEP Facility No. 50/9101990, set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liaison during the performance of this Contract shall be David Danford, telephone no. 561-845-4185, email address [ddanford@rivierabch.com](mailto:ddanford@rivierabch.com)

**ARTICLE 2 - SCHEDULE**

- A. Time of Completion - Construction work must begin within six (6) business days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within eighty one (81) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract. (See Appendix A- for Schedule days)
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to N/A hundred dollars (\$\_00) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."



### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20<sup>th</sup> day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice

are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

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

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", must be made known to the CITY's representative and written approval, at CITY's sole discretion, must be granted by the CITY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

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

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

## **ARTICLE 7 - SUBCONTRACTING**

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR's subcontractors must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall

require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

#### **ARTICLE 8 – SBE PARTICIPATION**

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

The CITY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

#### **ARTICLE 11 - INSURANCE**

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

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

## **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this

Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

### **ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES**

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. 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.

### **ARTICLE 15-REMEDIES**

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.

### **ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and 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, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

#### **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

## **ARTICLE 18 - INDEBTEDNESS**

The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

## **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

## **ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 22 - ACCESS AND AUDITS**



The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

### **ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

### **ARTICLE 24 - ENFORCEMENT COSTS**

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

### **ARTICLE 25 – LICENSES, APPROVALS AND PERMITS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining, paying for, and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

### **ARTICLE 26 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 27 - PUBLIC ENTITY CRIMES**

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and, (3) advise the CITY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY's designated representative and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH.

#### **ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

**City Of Riviera Beach  
Purchasing Department  
2051 Martin Luther King Blvd., Suite 310  
Riviera Beach, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**ATC Group Services, LLC  
Dept. #2030 – P.O. Box 11407  
Birmingham, AL 35246-2630**

## **ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

## **ARTICLE 31 - SPECIAL CONDITIONS**

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

- A. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
- B. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
- C. For projects that do not exceed \$500,000, the CITY will accept bonds in accordance with section 287.0935, Florida Statutes.
- D. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

## **ARTICLE 32 – INSPECTION OF WORK**

The CITY's representative and the CITY's Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR's expense.

### **ARTICLE 33– WARRANTY/GUARANTY (N/A)**

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of N/A shall be guaranteed by the Manufacturer, if any, for a period of **0** years from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to N/A for a period of N/A years. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct N/A

### **ARTICLE 34 – PROTECTION OF WORK AND PROPERTY**

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

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

### **ARTICLE 35 – TIME**

The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits,

shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

#### **ARTICLE 36 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

#### **ARTICLE 37 - WAIVER**

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

#### **ARTICLE 38 - PREPARATION**

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

#### **ARTICLE 39 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

#### **ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY**

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Dwight W. Schwendeman hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

#### **ARTICLE 41 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

#### **ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of Fuel Diesel Tanks Removal. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that there exists a conflict this Contract the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

#### **ARTICLE 43 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

#### **ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

#### **ARTICLE 45 – SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

#### **ARTICLE 46 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier

subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;

- C. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- D. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR's notice of any such default.

#### **ARTICLE 47 - FLORIDA PUBLIC RECORDS ACT**

The CONTRACTOR shall comply with Florida Public Records Act, Chapter 119, Florida Statutes, and if determined to be acting on behalf of the City as provided under section 119.011 (2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the service.
- B. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- D. Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information



technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT CLAUDENE L. ANTHONY, CMC, CITY CLERK, TELEPHONE NUMBER 561-849-3419, EMAIL [CROBINSON@RIVIERABCH.COM](mailto:CROBINSON@RIVIERABCH.COM), OFFICE OF THE CITY CLERK, 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404.**

#### **ARTICLE 48 - WAIVER OF SUBROGATION**

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

#### **ARTICLE 49 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

#### **ARTICLE 50 – SUBRECIPIENT REQUIREMENTS**

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent upon, among other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.



#### **ARTICLE 51 – WAIVER OF TRIAL BY JURY**

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

#### **ARTICLE 52 – INSPECTOR GENERAL AND ETHICS**

In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The CONTRACTOR further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector general when requested may be deemed by the CITY to be a material breach of this Contract justifying its termination.

This Contract is subject to any and all applicable conflict of interest provisions found in the CITY procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the CITY any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

CORPORATE SEAL

BY: \_\_\_\_\_  
THOMAS A. MASTERS,  
MAYOR

BY: \_\_\_\_\_  
PRINT NAME:  
PRINT TITLE:

ATTEST:

BY: \_\_\_\_\_  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
(PRINT NAME & TITLE)  
DEPARTMENT DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
PAMALA H. RYAN, B.C.S.  
CITY ATTORNEY

Date: \_\_\_\_\_

## **EXHIBIT “A”**

### **SCOPE OF WORK**

#### **Tank Removal Riviera Beach City – Lift Station 909 Avenue U 1380 North Federal Highway, Suite 110 Riviera Beach, Florida FDEP Facility No. 50/9101990**

##### **A. Background:**

CONTRACTOR will provide works for “closure in place” (abandonment) of one 2,500-gallon capacity underground storage tank (UST) and to remove one 8,000-gallon capacity aboveground storage tank (AST) from the subject site.

The scope for work was developed based on: Chapter 62-761, Florida Administrative Code (FAC) Underground Storage Tank Systems; Chapter 62-762, FAC Aboveground Storage Tank Systems, recently updated and effective as of January 11, 2017; and the Florida Department of Environmental Protection (FDEP) document Instructions for Conducting Sampling During Underground Storage Tank Closure, dated April 2016 and effective as of January 11, 2017.

As per the specified regulations, all work closure/removal work will performed a State of Florida Licensed Pollutant Storage System Specialty Contractor and environmental closure tasks will be performed under the supervision of a State of Florida licensed Professional Geologist

##### **B. Scope of Work:**

CONTRACTOR conducted a preliminary site inspection on February 24, 2017 to observe the condition of the UST and AST systems and the layout of the site. Based on the 4.5 foot measured depth to the top of the UST and the tank diameter of 6.4 feet, the base of the tank is located approximately 11 feet below grade.

Due to the close proximity of the UST to the concrete pad/wall containing the wet well/odor control system and depth of the base of the UST, excavation of the UST may jeopardize the structural integrity of the of the concrete pad/wall and/or the soil beneath the pad. Therefore, the contractor will closure in place of the UST versus removal.

Based on review of the FDEP Storage Tank Database, the above referenced regulations and guidance documents, and discussion with supervisor of the PBCERM storage tank compliance section, a closure assessment is not required for the AST system due to the double-wall construction and no portions of the system are in direct contact with soil.

The UST will require a closure assessment to include soil and groundwater sampling and analysis per the FDEP document Instructions for Conducting Sampling during Underground Storage Tank Closure.

## **Permitting and Preliminary Services**

- Prepare and submit a permit application for tank closure in place and removal to the Palm Beach County Department of Environmental resources Management (PBCERM) and City of Riviera Beach Building Department as necessary.
- Prepare a site specific Health and Safety Plan (HASP) per 40 CFR, 1910.
- Contact Sunshine State One-Call for subsurface utility location clearance as per Chapter 556, Florida Administrative Code.
- Conduct a pre-construction meeting with the City of Riviera Beach to review necessary site access, safety procedures, scope of work and schedule.
- Notify PBCERM Storage Tank Section three days prior to initiating work and schedule inspection.

## **Closure in Place – 2,500-Gallon Capacity UST**

- Mobilize a track hoe, a backhoe, crew, fully fitted utility truck and all necessary equipment to site.
- Saw cut, remove, and dispose of concrete above the UST (assume 4-inches thick per plans provided) and excavate down to top of UST and to gain access through bungs.
- Mobilize a vacuum truck to the site and remove the diesel fuel from the UST and day tank (estimated 2,500 gallons) and transport to a licensed recycling/disposal facility.
- Drain and flush the fuel lines. Pressure wash the interior of the UST using a Butterworth system. All wash water will be recovered, containerized in a vacuum truck and transported to a licensed recycling/disposal facility.
- Remove fuel transfer lines or properly abandon place.
- Verify interior of the UST is inert with “explosimeter” and cut access ports in top of tank for inspection by PBCERM inspector. • Upon completion of inspection by PBCERM inspect, fill UST with structural foam. • Backfill and compact to grade with material removed from top of UST.
- Final site cleanup.

## **Closure Assessment – 2,500-Gallon Capacity UST**

- Collect soil samples from around the fill port from a five foot grid pattern during removal of the soil from the top of the UST for field screening with an organic vapor analyzer (OVA).
- Advance a soil boring on each side of the UST (total of four) to the water table (estimated 8 to 10 feet below grade) and screen soil samples collected at two foot intervals with an OVA.
- Advance one soil boring adjacent to the fuel lines at the entry to the generator building to the water table and screen soil samples collected at two foot intervals with an OVA.
- Collect the soil sample exhibiting the highest OVA reading, or in the absence of positive OVA response from beneath/adjacent to the fill port for analysis in accordance with EPA Test Methods 8260B for volatile organic aromatics (VOAs), 8270C for polycyclic aromatic hydrocarbons (PAHs), and the FL-Pro Method for total recoverable petroleum hydrocarbons (TRPH) at a state certified laboratory.
- Install a temporary monitoring well at, or as close as possible to the location of the soil sample exhibiting the highest OVA reading, or in the absence of a positive OVA response as close to the fill port as possible.
- Collect a groundwater sample from the temporary monitoring well for analysis in accordance with EPA Test Methods 8260B for VOAs, 8270C for PAHs and the FL-Pro Method for TRPH at a state certified laboratory.
- Preparation of a Closure Report, including all disposal documentation and forms required by Chapter 62-761, FAC and FDEP document Instructions for Conducting Sampling during Underground Storage Tank Closure.

## **Removal of 8,000-Gallon Capacity AST**

- Mobilization of all personnel, equipment and vacuum truck to the site.
- Remove the residual diesel fuel from the AST (estimated 200 gallons) and transport to a licensed recycling/disposal facility.
- Safely inert tank, confirm with an explosimeter and cut open for access.
- Drain and flush integral piping.
- Clean interior of the AST with degreaser and pressure washer. All wash water will be recovered, containerized in a vacuum truck and transported to a licensed recycling/disposal facility.
- Coordinate inspection by PBCERM inspector.

- Transport AST to a metal recycling facility.

### **General Notes:**

- CONTRACTOR will have free and unobstructed access to the areas necessary to perform the scope of work.
- CONTRACTOR assumes that all waste materials are non-hazardous.
- There are no unidentified underground obstructions, conduits, pipelines or other surface and/or subsurface structures that would affect the site assessment work efforts.
- Laboratory analytical services will be conducted on a standard ten business-day turnaround time.
- All work can be performed in OSHA Level D or a modified Level D.

### **Schedule:**

<b>Description</b>	<b>Duration</b>
Initiate the permitting process (after NTP)	Seven (7) days
Permitting Process	Thirty (30) days
UST Closure in place and AST Removal Completion	Six (6) days

### **Deliverable:**

A draft SRSSAR will be available for review within in Forty Five (45) days upon on-site completion.

## EXHIBIT “B”

### SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit “A” is based on 100% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

Work Description	Quantity	UOM	Cost
Permitting and Preliminary Services	1	LS	\$840.00
Closure in Place – 2,500-Gallon Capacity UST	1	LS	\$12,030.00
Closure Assessment – 2,500-Gallon Capacity UST	1	LS	\$3,375.00
Removal of 8,000-Gallon Capacity AST	1	LS	\$10,082.00
Removal/Recycling of 2,500 Gallons of Diesel Fuel	1	LS	\$1,575.00
Reimbursable for City Building Permit Fees	1	LS	

**Total Project Cost \$27,902.00**

#### Notes:

If additional services are required to complete the project due to unforeseen circumstances, a change order will be submitted for approval by the client. The estimated costs are based upon the assumptions in the scope of work above and the following:

- Up to **1,000 gallons** of wash liquids disposal is included. Any additional volume of wash liquids will be charged at **\$0.85/gallon**.
- It is assumed that no sludge is present in the two tanks. If any sludge or solids are recovered during the cleaning process, disposal will be charged at **\$2.38/gallon**.
- The total volume of diesel fuel requiring recycling is estimated at **2,500 gallons**. If additional volume of fuel requires recycling, disposal will be charged at **\$65.00/gallon**.



# CITY OF RIVIERA BEACH

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## PURCHASING DEPARTMENT

April 10, 2017

### Letter of Recommendation – Invitation to Bid 886-17-3. Removal of Two Underground Storage Tanks

**Background:** The Utility had a requirement for closure of one (1) underground storage tank, one with a capacity of 2,500 gallons and the removal of an above ground storage tank with a capacity of 8,000 gallons. Due to proximity of the 2,500 underground tank to an existing wall and storage pad, it is recommended by both proposers to leave the tank underground and provide closure in place vs. removal. The existing underground tank is double wall construction which permits this type of action.

Both the underground and above ground tank processes will be performed the supervision of a State of Florida Licensed Professional Geologist.

**Recommendation:** Purchasing conducted mandatory site visits with both contractors. Both contractors submitted responsive, responsible bids. The background check provided good references for the low, responsive, responsible bidder ATC Group Services, LLC. It is the recommendation by purchasing to proceed with ATC Group Services, LLC.

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

Respectfully,

Dean Mealy, II  
City Purchasing Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL</b> <b>ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Steadfast Insurance Company <b>INSURER B:</b> Zurich American Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> ATC Group Services LLC 221 Rue De Jean Suite 200 Lafayette LA 70508-3283 USA	<b>NAIC #</b> 26387 16535	

**COVERAGES**

CERTIFICATE NUMBER: 570066101421

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GPL021708501	11/13/2016	11/13/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP0217109-01	11/13/2016	11/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input checked="" type="checkbox"/> CLAIMS-MADE	Y	Y	SXS021707701	11/13/2016	11/13/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC021711101	11/13/2016	11/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Contr Poll	Y	Y	GPL021708501	11/13/2016	11/13/2017	Policy Aggregate \$6,000,000 Each Incident \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: City of Riviera Beach Tank Removal, 909 Avenue U, Riviera Beach FL 33404.  
City of Riviera Beach is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Auto Liability and Excess Liability policy. General Liability and Auto Liability evidenced herein is Primary and Non-Contributory to other insurance available to City of Riviera Beach, but only to the extent required by written contract with the Insured. A waiver of Subrogation is granted in favor of City of Riviera Beach as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Auto Liability, Excess Liability and Workers Compensation

**CERTIFICATE HOLDER****CANCELLATION**

City of Riviera Beach 600 West Blue Heron Boulevard, Suite 140 Riviera Beach FL 33404 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570066101421



**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services LLC	
POLICY NUMBER See Certificate Number: 570066101421		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066101421	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

policy. Excess liability provides Excess of General liability, Auto liability, Professional Liability, Pollution Liability and Employers' liability policies. General Liability includes Bodily Injury and Property Damage Liability, Ongoing-Completed Operations, Contractual Liability and XCU. Errors and Omissions are included under Professional Liability Policy.

## A.M. Best Rating Services

## Steadfast Insurance Company (?)

A.M. Best #: 003557 NAIC #: 26387 FEIN #: 520981481

## Administrative Office

1299 Zurich Way  
 Schaumburg, IL 60196-1056  
[United States](#)

[View Additional Address Information](#)Web: [www.zurichna.com](http://www.zurichna.com)

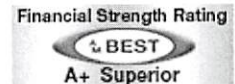
Phone: 800-987-3373

Fax: 877-962-2567



Assigned to  
 insurance  
 companies that

have, in our opinion, a superior ability to  
 meet their ongoing insurance obligations.



View additional [news, reports and  
 products](#) for this company.

Based on A.M. Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

## Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: **A+ (Superior)**  
 Affiliation Code: g (Group)  
 Financial Size Category: XV (\$2 Billion or greater)  
 Outlook: Negative  
 Action: Affirmed  
 Effective Date: **December 01, 2016**  
 Initial Rating Date: June 30, 1974

## Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.  
 Senior Financial Analyst: Darian Ryan  
 Senior Director: Michael J. Lagomarsino, CFA, FRM

## Disclosure Information

View A.M. Best's [Rating Disclosure Form](#)Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-  
 Outlook: Negative  
 Action: Affirmed  
 Effective Date: December 01, 2016  
 Initial Rating Date: September 14, 2004

A.M. Best Affirms Credit Ratings of Zurich Insurance  
 Company Limited and Its Main Rated Affiliates  
 December 01, 2016

u Denotes [Under Review Best's Rating](#)

## Rating History

A.M. Best has provided ratings &amp; analysis on this company since 1974.

## Financial Strength Rating

Effective Date	Rating
12/1/2016	A+
10/2/2015	A+
11/26/2014	A+
11/21/2013	A+
11/27/2012	A+

## Long-Term Issuer Credit Rating

Effective Date	Rating
12/1/2016	aa-
10/2/2015	aa-
11/26/2014	aa-
11/21/2013	aa-
11/27/2012	aa-

## AMB Credit Reports



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 2/22/2017 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

## Press Releases

Date	Title
Dec 01, 2016	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates</a>
Oct 02, 2015	<a href="#">A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates</a>
Nov 26, 2014	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 21, 2013	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 27, 2012	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 18, 2011	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 19, 2010	<a href="#">A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries</a>
Dec 17, 2009	<a href="#">A.M. Best Affirms Ratings of Zurich Financial Services Ltd. and Its Subsidiaries</a>
Dec 11, 2008	<a href="#">A.M. Best Affirms Ratings of Zurich Financial Services; Revises Outlook on Ratings of Zurich Insurance Company to Stable</a>
Dec 11, 2007	<a href="#">A.M. Best Revises Outlook on Ratings of Zurich Insurance Company to Positive; Affirms Ratings of Zurich Financial Services</a>
1 2	Page size: 10
17 items in 2 pages	

### European Union Disclosures

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### Australian Disclosures

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## A.M. Best Rating Services

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## Zurich American Insurance Company (?)

A.M. Best #: 002563 NAIC #: 16535 FEIN #: 364233459

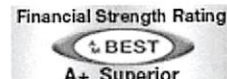
## Administrative Office

1299 Zurich Way  
Schaumburg, IL 60196-1056  
[United States](#)[View Additional Address Information](#)Web: [www.zurichna.com](http://www.zurichna.com)

Phone: 800-987-3373

Fax: 877-962-2567

B

Assigned to  
insurance  
companies thathave, in our opinion, a superior ability to  
meet their ongoing insurance obligations.View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

## Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: **A+ (Superior)**  
 Affiliation Code: g (Group)  
 Financial Size Category: XV (\$2 Billion or greater)  
 Outlook: Negative  
 Action: Affirmed  
 Effective Date: **December 01, 2016**  
 Initial Rating Date: June 30, 1922

## Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.  
 Senior Financial Analyst: Darian Ryan  
 Senior Director: Michael J. Lagomarsino, CFA, FRM

## Disclosure Information

View A.M. Best's [Rating Disclosure Form](#)Long-Term Issuer Credit Rating [View Definition](#)

Long-Term: aa-  
 Outlook: Negative  
 Action: Affirmed  
 Effective Date: December 01, 2016  
 Initial Rating Date: September 14, 2004

A.M. Best Affirms Credit Ratings of [Zurich Insurance Company Limited and Its Main Rated Affiliates](#)  
 December 01, 2016

u Denotes [Under Review Best's Rating](#)

## Rating History

A.M. Best has provided ratings &amp; analysis on this company since 1922.

## Financial Strength Rating

Effective Date	Rating
12/1/2016	A+
10/2/2015	A+
11/26/2014	A+
11/21/2013	A+
11/27/2012	A+

## Long-Term Issuer Credit Rating

Effective Date	Rating
12/1/2016	aa-
10/2/2015	aa-
11/26/2014	aa-
11/21/2013	aa-
11/27/2012	aa-

## Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<a href="#">019793</a>	Zurich U.S. Pool (CS)	Represents Property/ Casualty business of this legal entity.

**004430** Zurich U.S. Pool (SG) Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity.

## AMB Credit Reports



**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 2/22/2017 (represents the latest significant change).



Historical Reports are available in [AMB Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
Dec 01, 2016	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates</a>
Apr 05, 2016	<a href="#">A.M. Best Removes from Under Review and Upgrades Ratings of Rural Community Insurance Company</a>
Dec 21, 2015	<a href="#">A.M. Best Comments on Zurich Insurance Group's Ratings Following Announcement to Acquire Wells Fargo Crop-Insurance Subsidiaries</a>
Dec 21, 2015	<a href="#">A.M. Best Places Ratings of Rural Community Insurance Company Under Review With Developing Implications</a>
Oct 02, 2015	<a href="#">A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates</a>
Nov 26, 2014	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 21, 2013	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 27, 2012	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 18, 2011	<a href="#">A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates</a>
Nov 19, 2010	<a href="#">A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries</a>
1 2 3	Page size: 10
21 items in 3 pages	

### European Union Disclosures

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**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

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**Subject:** UPDATE ON ECR

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**Recommendation/Motion:**

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<b>Originating Dept</b>	UTILITY DISTRICT	<b>Costs</b>
<b>User Dept.</b>	UTILITY DISTRICT	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

AT THE MARCH 21, 2017 CITY COUNCIL MEETING, COUNCIL ASKED STAFF TO MEET WITH ECR STAFF TO SEE IF THEY WOULD CONSIDER PAYMENTS FOR THE INCREASED PROPOSED PAYMENT THE DISTRICT WOULD HAVE TO PAY FOR THE ECR EXPANSIONS AND UPDATES TO THEIR FACILITIES.

**Fiscal Years**

**Capital Expenditures**

**Operating Costs**

**External Revenues**

**Program Income (city)**

**In-kind Match (city)**

**Net Fiscal Impact**

**NO. Additional FTE Positions  
(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:



C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Response_to_Directive_from_Council.pdf	MEMO	4/17/2017	Cover Memo
Operating_Budget.pdf	ECR Operating Budget	4/17/2017	Backup Material
Water_Reclamation_Facility_10-Year_CIP.pdf	Water Reclamation Facility 10-Yr CIP	4/17/2017	Backup Material
RES_8-10UD_-_9_09_2022_-_9_09_2052.pdf	RESOLUTION 8-10UD	4/17/2017	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Perry, Troy	Approved	4/10/2017 - 3:51 PM
Purchasing	Mealy, Dean	Approved	4/10/2017 - 3:53 PM
Utility	Perry, Troy	Approved	4/10/2017 - 5:34 PM

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**INTER-DEPARTMENTAL COMMUNICATION**

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**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**FROM: JONATHAN E. EVANS, CITY MANAGER**

**DATE: APRIL 13, 2017**

**SUBJECT: RESPONSE TO DIRECTIVE FROM COUNCIL TO MEET WITH ECR REPRESENTATIVES**

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As a follow-up to the directive from the Utility District Board at the meeting on Monday, March 27, 2017, directing staff to meet with representatives from the East Central Water Reclamation Facility (ECR) Board, staff followed the directive and are providing the Board with the following summary:

Records reflect that The City of Riviera Beach became a partner in the East Central Regional Wastewater Treatment Plant (ECR) on September 9, 1992. At that time, the City signed a 30-year agreement that included an approximate 12% ownership based on wastewater flows. That agreement was renewed by the Utility District Board on April 20, 2010, for an additional 30 years. The purpose of the Agreement was to consolidate prior separate agreements into a single unified agreement to establish rules and procedures for the operation and management of the existing facility. The additional participants in the ECR include the Cities of Lake Worth, West Palm Beach, Town of Palm Beach and Palm Beach County. Each participating entity holds a financial interest in the ECR, whose purpose is to receive, treat, and dispose of sewage generated within each municipality and the County.

The Agreement provides for the establishment of a Governing Board (the Board), comprised of one representative from each entity participating in the Agreement. Under the Agreement, the Board has the power to enter into contracts, employ personnel and enter into debt in accordance with Florida Statutes. The City of West Palm Beach operates and manages the ECR on behalf of the Board and is paid an administrative fee by ECR members for those services. The Agreement may be terminated only with the unanimous consent of the Entities. An Entity may withdraw from participation in the Agreement; however, the Entity will forfeit its interest and allocation in the ECR and would still be required to meet its obligations under the Agreement. In the event the ECR is sold or disposed of, proceeds of the sale or disposition shall be prorated among the Entities, based on their reserve capacity as of the date of disposition.

The terms of the Agreement provide that each entity is required to pay a proportional part of the annual operating costs, fund a separate renewal and replacement account based on a percentage of the capital cost of the facility and make other contributions. Costs of operating the ECR are shared by each of the Entities based on actual flows of wastewater. Costs associated with capital projects, renewal and replacement, and debt service are shared among the participating Entities based on their share of reserve capacity.

The reserve capacity percentages by Entity are as follows:

<b>Participant</b>	<b>Reserve Capacity</b>
City of West Palm Beach	29.2857 %
Palm Beach County	34.2857
City of Lake Worth	16.4286
City of Riviera Beach	11.4286
Town of Palm Beach	8.5714
	<b>100.0000 %</b>

As you recall during the March 27, 2017, Utility Board Meeting, a representative from the ECR updated the Board and public with a brief overview of the services provided by the ECR and submitted a brief outline of the proposed budget increase for operational and capital project costs for the ECR for the coming fiscal year. On Tuesday, April 11, 2017, staff and I met with Mr. Sanders and Mr. Shultz from the ECR to discuss the proposed budgetary increase. During the meeting, they provided staff with a copy of the ECR's proposed ten-year Capital Plan and Operating Budget Detail for 2018.

The proposed increase in the capital plan is attributed to the ECR's request to address the immediate needs in the wastewater treatment process and to renovate the aeration basins that in some cases have not been rehabilitated since 2007. Based on the review of the documents and the need to perform on-going repairs and maintenance that are crucial to the functions of the ECR, staff expressed concerns that the information they provided indicates approximately 2.8 million dollars originally allocated to perform capital repairs in previous years, was not used and was reallocated to their capital reserve funds. I questioned the need for the City to absorb such a drastic increase in capital costs for the next fiscal year, especially if the projects will not be completed or will not be shovel ready in that fiscal year. In addition, staff expressed concern for the proposed contribution requirements over the next ten years. We suggested a smoothing or consistent contribution pattern versus the fluctuation in rates over the next ten years that would allow for a systematic approach in funding future costs.

The increase in operating costs is largely a result of phased efforts to accommodate the bio-solids facility expected to come online in the coming months. In an effort to minimize the proposed increase in costs this year, the ECR is recommending the use of approximately \$1,360,000 from the bio-solids contingency fund to help offset a portion of the increase in operating cost. The remaining funds would be charged to the additional partners.

Below is the payment history for the past five fiscal years.

<b>Fiscal Year</b>	<b>Status</b>	<b>Operating</b>	<b>Capital</b>	<b>Total</b>
2013	Actual	\$ 1,310,068.00	\$ 445,250.00	\$ 1,755,318.00
2014	Actual	1,498,419.00	524,122.00	2,022,541.00
2015	Actual	2,163,021.93	404,884.00	2,567,905.93
2016	Actual	2,145,664.00	556,041.00	2,701,705.00
2017	Actual	3,303,918.43	460,624.00	3,764,542.43

Prepared by Finance

The increase in operational costs from Fiscal 2014 to Fiscal 2015 is primarily due to the issuance of bonds for the bio-solids processing plant. In 2014, the ECR issued \$86,590,000 of revenue bonds. The increases from Fiscal 2016 to Fiscal 2017 are due primarily to an increase in sludge hauling costs.

The ECR Board has presented to the City the following budgets for Fiscal 2018:

<u>Fiscal Year</u>	<u>Status</u>	<u>Operating</u>	<u>Capital</u>	<u>Total</u>
2018	Proposed	\$ 3,342,183.00	\$ 790,738.00	\$ 4,132,921.00

Prepared by Finance

The ECR operating budget for Fiscal 2018 reflects only a minimal increase of \$334,814. By applying the City's capacity reserve of 11.4286%, the City will experience an increase of \$38,265.

The requested contribution for the Renewal & Replacement Fund - funds used to cash finance capital projects - for Fiscal 2018 will have a far greater impact on the Utility District's budget. The Renewal & Replacement Fund annual contributions are determined based on a percentage of the treatment plant's value. Historically the ECR has assessed between 1 and 1.5% of the plant's value annually. For Fiscal 2017, the assessment was at 1.5% allocated to the entities based on the capacity reserve. For Fiscal 2018, the ECR is proposing calculating the assessment at 2.5% thereby causing a \$330,276 increase for the Utility District. The ECR projects various fluctuations in the assessment rate over the next ten years including 3.0% for fiscal years 2019-2027.

It should be noted that the rate study projected the Fiscal 2018 ECR payment to be \$3,472,836. The request from the ECR exceeds this amount by \$660,085.

The next ECR Board meeting is April 27, 2017, and the board is scheduled to vote on the 2018 fiscal budget at a meeting scheduled for May 10, 2017. Staff recommends the Board consider two requests from the City to the ECR Board.

1. Utilize the current reserves held by the ECR (\$11 million) to soften the increase in Fiscal 2018 possibly reducing the increase by 35-50%, and
2. Eliminate the fluctuation of rates over the next ten years. The staff understands that the ECR has placed itself in a position that is unfavorable for borrowing in the short-term, and therefore, would recommend 2% for five years to be revisited for Fiscal 2023.




Should you have any questions, please contact my office.

JEE/tfp

C: Danny D. Jones, Deputy City Manager  
Troy F. Perry, Acting Executive Director of Utilities  
Randy Sherman, Director of Finance and Administrative Services  
Department file




Attachments

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND		
	AWT DIRECT EXPENSE	
	REUSE DIRECT EXPENSE	
	5% ALLOCATION TO REUSE	




ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
301	<b>ADMINISTRATIVE EXPENSE</b>									
30101	PERSONAL SERVICES -	\$3,507,262	\$3,385,882		\$3,860,469		\$3,860,469	\$3,281,399	\$0	\$579,070
30102	UTILITIES ADMINISTRATION -	296,000	396,800		408,700		408,700	347,395	0	61,305
30103	CITY SERVICES	341,040	358,000		375,900		375,900	319,515	0	56,385
30104	OPEB (OTHER POST EMPLOYMENT BENEFITS)	30,000	30,000		30,000		30,000	25,500	0	4,500
	<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>\$4,174,302</b>	<b>\$4,170,682</b>	<b>\$0</b>	<b>\$4,675,069</b>	<b>\$0</b>	<b>\$4,675,069</b>	<b>\$3,973,809</b>	<b>\$0</b>	<b>\$701,260</b>
311	<b>LEGAL SERVICES</b>									
	GENERAL LEGAL SERVICES FOR ECR	\$70,767	\$60,000		\$70,000		\$70,000	\$59,500	\$0	\$10,500
	PADILLA MEDIATION- PROJ#: 42272217	10,563	0		0		0	0	0	0
	PADILLA LITIGATION- PROJ#: 42272222	32,733	117,268		50,000		50,000	50,000	0	0
	<b>TOTAL LEGAL SERVICES EXPENSE</b>	<b>\$114,062</b>	<b>\$177,268</b>	<b>\$0</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$120,000</b>	<b>\$109,500</b>	<b>\$0</b>	<b>\$10,500</b>
316	<b>ENGINEERING SERVICES</b>									
31601	ENGINEERING DEPT - ENG SERVICES TO ECR / REUSE	\$9,258	\$10,000		\$10,000		10,000	\$10,000	\$0	\$0
31602	GENERAL ENGINEERING CONSULTING SERVICES	144,635	135,515		135,000		135,000	135,000	0	0
31603	INSTRUMENTATION & CONTROL SERV (SCADA SYS ADM)-ECR	11,790	66,910		60,000		60,000	57,000	0	3,000
31604	INSTRUMENT & CON SERV (SCADA SYS ADM)-REUSE	0	27,000		20,000		20,000	0	0	20,000
31605	FACILITY RISK MGMT. AUDIT DUE FY 2021	0	0		0		0	0	0	0
31606	REIMBURSEMENT TO CWPB FOR BIOSOLIDS OWNER'S REPRESENTATIVE	190,751	265,000		292,255		292,255	292,255	0	0
31607	INSTRUMENT & CON SERV- EFFLUENT PUMP STATION SCADA UPGRADE	0	5,000		5,000		5,000	5,000	0	0
	NAT'L POLLUT DISCHRG ELIMIN SYS PERMIT (every 5 yrs- DUE 2018)	0	0		10,000		10,000	10,000	0	0
	<b>TOTAL ENGINEERING SERVICES EXPENSE</b>	<b>\$366,435</b>	<b>\$508,425</b>	<b>\$0</b>	<b>\$532,255</b>	<b>\$0</b>	<b>\$532,255</b>	<b>\$509,255</b>	<b>\$0</b>	<b>\$23,000</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND		
	AWT DIRECT EXPENSE	
	REUSE DIRECT EXPENSE	
	5% ALLOCATION TO REUSE	




ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
320	ACCOUNTING AND AUDITING									
	FINANCIAL STATEMENTS AUDIT	\$35,000	\$36,000		\$37,000		\$37,000	\$31,450	\$0	\$5,550
		<b>\$35,000</b>	<b>\$36,000</b>	<b>\$0</b>	<b>\$37,000</b>	<b>\$0</b>	<b>\$37,000</b>	<b>\$31,450</b>	<b>\$0</b>	<b>\$5,550</b>
340	OTHER CONTRACTUAL SERVICES									
34001	OUTSIDE LAB TESTING-ECR	\$9,204	\$38,067		\$38,000		\$38,000	\$38,000	\$0	\$0
34002	PUB UTIL IN-HOUSE LAB SERV-ECR-	200,264	200,000		200,000		200,000	200,000	0	0
34003	MULTI SERVICES	24,135	31,000		31,000		31,000	26,350	0	4,650
34007	COPY MACHINE ANNUAL LEASE	5,305	5,000		5,500		5,500	4,675	0	825
34008	GENERATOR SERVICE CONTRACT (4 TURBINES)-ECR	91,074	60,730		60,000		60,000	60,000	0	0
	<b>Contractual Services Sub-Total</b>	<b>\$329,982</b>	<b>\$334,797</b>	<b>\$0</b>	<b>\$334,500</b>	<b>\$0</b>	<b>\$334,500</b>	<b>\$329,025</b>	<b>\$0</b>	<b>\$5,475</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND		
	AWT DIRECT EXPENSE	
	REUSE DIRECT EXPENSE	
	5% ALLOCATION TO REUSE	

ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 087341	FY 2018 REUSE-PBC 097342
34009	ENTITIES & PLANT METER CALIBRATION	19,460	37,500		35,000		35,000	29,750	0	5,250
34010	EQUIPMENT INPSECTIONS	3,160	30,140		25,000	(20,000)	5,000	4,250	0	750
34011	LAB D.I. WATER FOR METER COVERAGE	2,734	11,616		10,000	(6,000)	4,000	3,400	0	600
34012	JANITORIAL SERVICES	28,308	25,000		30,000		30,000	28,500	0	1,500
34013	SYSTEM TRAINING 71	0	0		0		0	0	0	0
34018	OUTSIDE LAB TESTING-REUSE	4,123	4,578		4,500		4,500	0	0	4,500
34019	PUB UTIL IN-HOUSE LAB SERV-REUSE	32,712	35,000		35,000		35,000	0	0	35,000
34020	VIBRATION ANALYSIS-REUSE	0	10,000		10,000		10,000	0	0	10,000
34021	STRUCTURAL REPAIRS & PAINTING	13,770	10,000		12,000		12,000	10,200	0	1,800
34022	PHONE LINES FOR ALARM SERVICE-REUSE	1,364	1,861		2,000		2,000	0	0	2,000
<b>Contractual Services Sub-Total (Cont'd)</b>		<b>\$105,531</b>	<b>\$165,695</b>	<b>\$0</b>	<b>\$163,500</b>	<b>(\$26,000)</b>	<b>\$137,500</b>	<b>\$76,100</b>	<b>\$0</b>	<b>\$61,400</b>




**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND		
	AWT DIRECT EXPENSE	
	REUSE DIRECT EXPENSE	
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ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
34023	INSTRUMENTATION SERVICE HACH-ECR	22,484	81,034		80,000	(50,000)	30,000	30,000	0	0
34024	INSTRUMENTATION SERVICE ANDRES HAUSER-ECR	(3,137)	5,000		10,000		10,000	10,000	0	0
34025	INSTRUMENTATION SERVICE HACH-REUSE	22,915	42,731		40,000		40,000	0	0	40,000
34026	OSG MAINTENANCE CONTRACT-REUSE	19,445	133,497		125,000	(75,000)	50,000	0	0	50,000
34027	SOFTWARE SERVICE SUPPORT CMMS-REUSE	0	0		0		0	0	0	0
34028	LANDSCAPE MAINTENANCE	150,000	130,000		130,000		130,000	110,500	0	19,500
34029	THERMOGRAPHIC SCAN AT FPL PLANT-REUSE	5,934	3,000		10,000		10,000	0	0	10,000
34030	DEEP BED FILTER INSPECTION-REUSE	0	9,000		9,000		9,000	0	0	9,000
34031	DIVERS TO REPAIR AIR DIFFUSER SYSTEM- ECR	38,628	45,000		40,000		40,000	40,000	0	0
34032	ACID WASH CLEANING- REUSE	0	4,000		4,000		4,000	0	0	4,000
34033	SECURITY SERVICES	147,778	146,743		148,000		148,000	125,800	0	22,200
34035	GENERAL AND FINANCIAL CONSULTING SERVICES	9,084	10,917		10,000		10,000	8,500	0	1,500






**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND	
	AWT DIRECT EXPENSE
	REUSE DIRECT EXPENSE
	5% ALLOCATION TO REUSE




ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
34036	LAB.D.I.WATER FOR METER COVERAGE- REUSE	0	700		1,000		1,000	0	0	1,000
37037	CONTRACT/PM ELECTRICAL SYSTEM	0	25,000		25,000		25,000	21,250	0	3,750
34038	ITURAN GPS SERVICE FOR VEHICLES- ECR	0	7,000		7,000		7,000	7,000	0	0
34039	24/7 SERVICE AGREEMENT FOR 600hp POWER FLEX DRIVES- REUSE	0	114,737		115,000	(55,000)	60,000	0	0	60,000
34040	INFOR SUPPORT LICENSING	0	40,000		1,000		1,000	850	0	150
34041	PBC IT SERVICES	450	750		750		750	638	0	113
34042	STREET SWEEPING SERVICES	11,518	7,500		7,500		7,500	6,375	0	1,125
34043	SAFETY REPAIRS	0	120,000		110,000	(20,000)	90,000	76,500	0	13,500
34034	CENTRIFUGE SLUDGE HAULING SERVICES- ECR	944,255	3,281,081		3,400,000	(1,380,000)	2,040,000	2,040,000	0	0
	PROPERTY INS ECR- DIRECT PAY POLICY# EUT NO 9177395	255,148	264,347		255,000		255,000	255,000	0	0
	PROPERTY INS AWT- DIRECT PAY POLICY# EUT NO 9177395	18,463	20,576		20,000		20,000	0	20,000	0
	PROPERTY INS REUSE- DIRECT PAY POLICY# EUT NO 9177395	22,502	25,077		25,000		25,000			25,000
	GENERAL LIABILITY INS ECR AND REUSE- DIRECT PAY POLICY# GPQA-PF	49,075	50,000		50,000		50,000	42,500	0	7,500
	SLUDGE CONVEYOR SHORING-ECR	18,470	0		0		0	0	0	0
	<b>Contractual Services Sub-Total</b>	<b>1,733,012</b>	<b>4,667,890</b>	<b>0</b>	<b>4,623,250</b>	<b>(1,560,000)</b>	<b>3,063,250</b>	<b>2,774,913</b>	<b>20,000</b>	<b>268,338</b>
	<b>TOTAL OTHER CONTRACTUAL SERVICES EXPENSE</b>	<b>\$2,168,625</b>	<b>\$5,068,182</b>	<b>\$0</b>	<b>\$5,121,250</b>	<b>(\$1,586,000)</b>	<b>\$3,535,250</b>	<b>\$3,180,038</b>	<b>\$20,000</b>	<b>\$335,213</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND	
	AWT DIRECT EXPENSE
	REUSE DIRECT EXPENSE
	5% ALLOCATION TO REUSE




ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
345	MIS MAINTENANCE SERVICES (ISF CHARGES)									
	MIS-CITYWIDE SVCS-ESTIMATE FROM FINANCE	\$152,506	\$218,315		\$229,231	\$0	\$229,231	\$194,846	\$0	\$34,385
400	TRAVEL AND PER DIEM									
40001	TRAVEL AND PER DIEM	\$0	\$17,900		\$15,000		15000	12750	0	2250
	<b>TOTAL TRAVEL AND PER DIEM EXPENSE</b>	<b>\$0</b>	<b>\$17,900</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$12,750</b>	<b>\$0</b>	<b>\$2,250</b>
403	TRAINING									
40301	MULTI MISC TRAINING	\$1,885	\$27,500		\$25,000	(\$10,000)	15,000	12,750	0	2,250
40302	PROFESSIONAL ENGINEER LICENSE RENEWAL/CEU	0	0		0		0	0	0	0
	<b>TOTAL TRAINING EXPENSE</b>	<b>\$1,885</b>	<b>\$27,500</b>	<b>\$0</b>	<b>\$25,000</b>	<b>(\$10,000)</b>	<b>\$15,000</b>	<b>\$12,750</b>	<b>\$0</b>	<b>\$2,250</b>
411	411 ISF - RADIO SYSTEM CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
412	CELLULAR TELEPHONES & PAGERS									
	OFFICE CELL PHONE	\$2,218	\$2,195		\$1,000		\$1,000	\$850	\$0	\$150
413	ISF TELECOMMUNICATIONS CHRGS (ISF CHARGES)- ESTIMATE FROM FINANCE	\$19,869	\$20,862		\$21,905		\$21,905	\$18,619	\$0	\$3,286
420	POSTAGE									
42001	MINOR AUXILIARY CHARGES	\$1,134	\$4,500		\$3,500		\$3,500	\$2,975	\$0	\$525
	<b>TOTAL POSTAGE EXPENSE</b>	<b>\$1,134</b>	<b>\$4,500</b>	<b>\$0</b>	<b>\$3,500</b>	<b>\$0</b>	<b>\$3,500</b>	<b>\$2,975</b>	<b>\$0</b>	<b>\$525</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND	
	AWT DIRECT EXPENSE
	REUSE DIRECT EXPENSE
	5% ALLOCATION TO REUSE




ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
<b>431</b>	<b>ELECTRIC SERVICE</b>									
43101	FUEL CHGS-ECR	\$1,831,855	\$2,100,000		\$2,300,000		\$2,300,000	\$2,300,000	\$0	\$0
43102	ELECTRICAL CONTINGENCY FOR COST INCR-ECR	0	0		0		0	0	0	0
43103	FUEL/NON-FUEL CHRGs-ECR/AWT	15,186	10,000		10,000		10,000	0	10,000	0
43103	FUEL/NON-FUEL CHRGs-EFFL/REUSE	616,616	700,000		700,000		700,000	0	0	700,000
43104	ELECTRICAL CONTINGENCY FOR COST INCR-EFFL/REUSE	0	0		0		0	0	0	0
	<b>TOTAL ELECTRIC SERVICE EXPENSE</b>	<b>\$2,463,658</b>	<b>\$2,810,000</b>	<b>\$0</b>	<b>\$3,010,000</b>	<b>\$0</b>	<b>\$3,010,000</b>	<b>\$2,300,000</b>	<b>\$10,000</b>	<b>\$700,000</b>
<b>433</b>	<b>WATER SERVICE (CITY UTILITY SERVICES)</b>									
43301	WATER CONSUMPTION/SERV	\$287,528	\$190,000		\$200,000		\$200,000	\$170,000	\$0	\$30,000
43302	STORMWATER MANAGEMENT	33,079	33,000		33,000		\$33,000	28,050	0	4,950
43303	SOLID WASTE COLLECTION	12,312	12,500		12,500		\$12,500	10,625	0	1,875
	<b>TOTAL WATER SERVICE EXPENSE</b>	<b>\$332,919</b>	<b>\$235,500</b>	<b>\$0</b>	<b>\$245,500</b>	<b>\$0</b>	<b>\$245,500</b>	<b>\$208,675</b>	<b>\$0</b>	<b>\$36,825</b>
<b>435</b>	<b>WASTE DISPOSAL</b>									
43501	TIPPING FEES FOR ( EST. 56,000 TONS @ (\$58.00/TON)	\$2,573,487	\$2,300,000		\$3,240,000		\$3,240,000	\$3,240,000	\$0	\$0
NEW	BIOSOLIDS SLUDGE HANDLING				240,000		240,000	240,000	0	0
43502	GRIT REMOVAL	66,917	100,000		100,000	(30,000)	70,000	70,000	0	0
	<b>TOTAL WASTE DISPOSAL EXPENSE</b>	<b>\$2,640,404</b>	<b>\$2,400,000</b>	<b>\$0</b>	<b>\$3,580,000</b>	<b>(\$30,000)</b>	<b>\$3,550,000</b>	<b>\$3,550,000</b>	<b>\$0</b>	<b>\$0</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND	
	AWT DIRECT EXPENSE
	REUSE DIRECT EXPENSE
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440	<b>RENTALS &amp; LEASES</b>									
	MISCELLANEOUS RENTAL OF EQUIPMENT	\$61,335	\$50,000		\$50,000		\$50,000	\$50,000	\$0	\$0
	<b>TOTAL RENTAL &amp; LEASES EXPENSE</b>	<b>\$61,335</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>
450	<b>INSURANCE</b>									
45001	PROPERTY/ BOILER & MACHINERY INS - MOVED TO 500340									
45003	PROPERTY/BOILER & MACHINERY INS: REUSE MOVED TO 500340									
	<b>TOTAL INSURANCE EXPENSE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
451	<b>INSURANCE - GENERAL LIABILITY</b>									
	INSURANCE-MOVED TO 500340									
	<b>TOTAL GENERAL LIABILITY INSURANCE EXPENSE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
455	<b>INSURANCE - AUTO LIABILITY</b>									
	INSURANCE-ESTIMATE FROM FINANCE	\$14,067	\$14,770		\$15,509		\$15,509	\$13,183	\$0	\$2,326
	<b>TOTAL AUTO LIABILITY INSURANCE EXPENSE</b>	<b>\$14,067</b>	<b>\$14,770</b>	<b>\$0</b>	<b>\$15,509</b>	<b>\$0</b>	<b>\$15,509</b>	<b>\$13,183</b>	<b>\$0</b>	<b>\$2,326</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

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460	<b>REPAIR &amp; MAINTENANCE</b>									
46001	MECHANICAL REPAIRS TO PUMPS, VALVES, ETC.	\$844,548	\$399,930		\$380,000	(\$80,000)	\$300,000	\$300,000	\$0	\$0
46002	ELECTRICAL REPAIRS TO MOTORS, VFDS, ETC.	399,320	458,941		450,000	(25,000)	425,000	425,000	0	0
46003	INSTRUMENTATION REPAIRS	52,336	113,666		110,000		110,000	110,000	0	0
46004	BUILDINGS AND GROUNDS REPAIRS, ETC.	102,614	101,236		100,000		100,000	100,000	0	0
46005	REPAIRS MAINTENANCE PAINT	0	50,000		50,000		50,000	50,000	0	0
46006	BELT FILTER PRESS MAINT./PARTS/REPAIRS	3,765	10,000		2,000		2,000	2,000	0	0
	<b>AWT REPAIRS MAINTENANCE</b>	(574)	4,720		4,500		4,500	0	0	0
46007	MECHANICAL REPAIRS-REUSE	105,547	71,308		100,000		100,000	0	0	100,000
46008	ELECTRICAL REPAIRS-REUSE	52,241	44,397		50,000		50,000	0	0	50,000
46009	INSTRUMENTATION REPAIRS-REUSE	51,206	41,151		45,000		45,000	0	0	45,000
46010	PAINTING-REUSE	3,703	0		3,000		3,000	0	0	3,000
	AIR PIPING REPAIRS	17,863	0		5,000		5,000	5,000	0	0
46013	SEPTAGE FACILITY MAINT/PARTS	7,903	0		5,000		5,000	5,000	0	0
46017	EMERGENCY RENTAL OF 2 AIR COMPRESSORS	56,772	28,770		0		0	0	0	0
	<b>TOTAL REPAIR &amp; MAINTENANCE EXPENSE</b>	<b>\$1,697,244</b>	<b>\$1,324,119</b>	<b>\$0</b>	<b>\$1,304,500</b>	<b>(\$165,000)</b>	<b>\$1,199,500</b>	<b>\$997,000</b>	<b>\$4,500</b>	<b>\$198,000</b>

**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND	
<span style="background-color: black; color: black;"> </span>	AWT DIRECT EXPENSE
<span style="background-color: #cccccc; color: black;"> </span>	REUSE DIRECT EXPENSE
<span style="background-color: #e0e0e0; color: black;"> </span>	5% ALLOCATION TO REUSE




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468	EQUIPMENT MAINTENANCE (ISF CHARGES)-ESTIMATE FOR FINANCE	\$190,909	\$195,000		\$204,750	\$0	\$204,750	\$174,038	\$0	\$30,713
475	PRINTING SERVICES									
47502	PHOTOCOPY CHARGES	\$1,611	\$4,000		4,000		4,000	3,400	0	600
	TOTAL PRINTING SERVICES EXPENSE	\$1,611	\$4,000	\$0	\$4,000	\$0	\$4,000	\$3,400	\$0	\$600
490	OPERATIONAL EXPENSES									
49001	SOLID WASTE AUTHORITY DISPOSAL ASSESSMENTS-ECR	\$26,904	\$35,000		\$35,000		\$35,000	\$35,000	\$0	\$0
49002	(NPBCID) NORTHERN PBCO. IMPROV. DIST. ASSMTS.	5,675	6,000		6,000		6,000	5,700	0	300
49003	PBC HEALTH DEPT. PERMIT-ECR	2,835	3,000		3,000		3,000	3,000	0	0
49004	FL DEP WW REGULATORY SURVEILLANCE FEE FOR GATE-ECR	0	500		500		500	500	0	0
49005	MISC SUPPLIES	17,300	17,750		17,500		17,500	14,875	0	2,625
46006	CUSTODIAL SUPPLIES	0	1,000		1,200		1,200	1,140	0	60
	OPERATING EXPENSES- REUSE	10,060	20,000		20,000		20,000	0	0	20,000
49007	OPERATING EXPENSES-ECR	211,005	174,850		200,000		200,000	200,000	0	0
49008	TOOLS	942	18,000		12,000		12,000	10,200	0	1,800
49009	ECR BOARD MEETINGS/EMPLOYEE RECOGNITION DAY	11	3,500		3,000		3,000	2,550	0	450
49010	FIVE-YEAR MIT FOR 7 DEEP WELLS- FY 2018 PROJ# 4227037 -ECR	0	641,300		0		0	0	0	0
NEW	FIVE-YEAR MIT FOR 7 DEEP WELLS- FY 2023 PROJ# XXXXXXXX -ECR		0		128,260		128,260	128,260	0	0
49011	ECO ADVISORS- INSTALLATION OF MONITORING WELLS- ECR	6,686	38,949		30,000		30,000	30,000	0	0
49012	IPP SERVICES TO CITY-ECR	1,000	3,500		9,000		9,000	9,000	0	0
49014	BACKFLOW PREVENTER TESTING/PERMIT	0	5,000		5,000		5,000	4,250	0	750
49015	ECR JANUARY 2015 EVENT PROJ# 42272102-ECR	0	47,017		0		0	0	0	0
49016	FDEP OPERATING PERMIT (DUE 2021) PROJ# 42272196	41,827	18,112		10,000		10,000	10,000	0	0
	SEPTAGE CREDIT CARD FEES	0	7,200		7,000		7,000	5,950	0	1,050
	TOTAL OPERATIONAL EXPENSE	\$324,244	\$1,040,678	\$0	\$487,460	\$0	\$487,460	\$460,425	\$0	\$27,035

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521	<b>GASOLINE</b>									
	SMALL EQUIPMENT- PROJ# 503	\$10,168	\$17,343		\$18,210		18,210	\$15,479	\$0	\$2,732
	<b>TOTAL GASOLINE EXPENSE</b>	<b>\$10,168</b>	<b>\$17,343</b>	<b>\$0</b>	<b>\$18,210</b>	<b>\$0</b>	<b>\$18,210</b>	<b>\$15,479</b>	<b>\$0</b>	<b>\$2,732</b>
522	<b>DIESEL FUEL</b>									
52201	TURBINE GENERATORS	\$50,927	\$89,034		\$80,000		80,000	\$80,000	\$0	\$0
52202	PUMPS-PROJ#503-ESTIMATE FROM FINANCE	79,704	15,986		16,764		16,764	16,764	0	0
	<b>TOTAL DIESEL FUEL EXPENSE</b>	<b>\$130,631</b>	<b>\$105,000</b>	<b>\$0</b>	<b>\$96,764</b>	<b>\$0</b>	<b>\$96,764</b>	<b>\$96,764</b>	<b>\$0</b>	<b>\$0</b>
523	<b>LUBRICANTS</b>									
52301	BELT FILTER PRESS OIL	\$0	\$250		\$200		\$200	\$200	\$0	\$0
52302	BLOWER OIL	0	3,000		\$2,000		2,000	2,000	0	0
52303	TURBINE OIL	2,259	4,300		\$4,000		4,000	4,000	0	0
52304	MISC. OILS & LUBRICANTS	16,788	10,136		\$15,000		15,000	15,000	0	0
	<b>TOTAL LUBRICANTS EXPENSE</b>	<b>\$19,047</b>	<b>\$17,686</b>	<b>\$0</b>	<b>\$21,200</b>	<b>\$0</b>	<b>\$21,200</b>	<b>\$21,200</b>	<b>\$0</b>	<b>\$0</b>
524	<b>CHEMICALS</b>									
52401	POLYMER - DEWATERING BLDG. & GBT	\$303,326	\$20,000		\$790,000		\$790,000	\$790,000	\$0	\$0
52402	100 LB CALCIUM HYPOCHLORITE	2,500	4,000		4,000		4,000	4,000	0	0
52403	GREASE STRIP II (SEWER DEGREASER)	5,000	1,500		5,000		5,000	5,000	0	0
52404	SODIUM/HYPOCHLORITE/HYDROXIDE -ODOR CONT HWS	43,509	90,000		90,000	(20,000)	70,000	70,000	0	0
52405	SODIUM/HYPOCHLORITE PROCESS WATER	30,510	90,000		90,000	(30,000)	60,000	60,000	0	0
52406	ODOR CONTROL CHEMICALS	5,028	20,000		15,000		15,000	15,000	0	0
	<b>Sub-Total (ECR) CHEMICALS</b>	<b>\$389,873</b>	<b>\$225,500</b>	<b>\$0</b>	<b>\$994,000</b>	<b>(\$50,000)</b>	<b>\$944,000</b>	<b>\$944,000</b>	<b>\$0</b>	<b>\$0</b>




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FISCAL YEAR 2018**

LEGEND	
	AWT DIRECT EXPENSE
	REUSE DIRECT EXPENSE
	5% ALLOCATION TO REUSE

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	<b>CHEMICALS-AWT</b>	4,751	0		0		0			
	<b>Sub-Total (AWT) CHEMICALS</b>	<b>\$4,751</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>CHEMICALS-REUSE</b>									
52407	ALUM AND POLYMER-REUSE	\$38,020	\$40,000		\$40,000		\$40,000	\$0	\$0	\$40,000
52408	MAG OX-REUSE	0	15,000		15,000		15,000	0	0	15,000
52409	SALT-REUSE	112,209	184,271		180,000		180,000	0	0	180,000
52410	SODIUM HYPOCHLORITE-REUSE	5,113	90,000		90,000		90,000	0	0	90,000
	<b>Sub-Total (REUSE) CHEMICALS</b>	<b>\$155,342</b>	<b>\$329,271</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$325,000</b>
	<b>TOTAL CHEMICALS EXPENSE</b>	<b>\$649,967</b>	<b>\$664,771</b>	<b>\$0</b>	<b>\$1,319,000</b>	<b>(\$50,000)</b>	<b>\$1,269,000</b>	<b>\$344,000</b>	<b>\$0</b>	<b>\$325,000</b>
525	<b>UNIFORMS</b>									
52501	UNIFORMS	\$258	\$9,000		\$9,000		\$9,000	\$7,650	\$0	\$1,350
	<b>TOTAL UNIFORMS EXPENSE</b>	<b>\$258</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$9,000</b>	<b>\$0</b>	<b>\$9,000</b>	<b>\$7,650</b>	<b>\$0</b>	<b>\$1,350</b>
530	<b>ROAD MATERIALS &amp; SUPPLIES</b>									
	POT HOLE PATCHING OF ROADS	\$0	\$5,000		\$5,000		\$5,000	\$4,250	\$0	\$750
	<b>TOTAL ROAD MATERIALS &amp; SUPPLIES</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$4,250</b>	<b>\$0</b>	<b>\$750</b>
540	<b>BOOKS, SUBSCRIPTIONS &amp; MEMBERSHIPS</b>									
54001	MINOR MEMBERSHIP EXPENSES	\$608	\$1,400		\$1,500		\$1,500	\$1,275	\$0	\$225
54002	LICENSURE/MEMBERSHIP EXPENSES	465	5,100		5,000		5,000	4,250	0	750
	<b>TOTAL BOOKS, SUBSCRIPTIONS &amp; MEMBERSHIPS EXPENSE</b>	<b>\$1,073</b>	<b>\$6,500</b>	<b>\$0</b>	<b>\$6,500</b>	<b>\$0</b>	<b>\$6,500</b>	<b>\$5,525</b>	<b>\$0</b>	<b>\$975</b>



**EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY  
FUND 470 OPERATING BUDGET DETAIL  
FISCAL YEAR 2018**

LEGEND	
	AWT DIRECT EXPENSE
	REUSE DIRECT EXPENSE
	5% ALLOCATION TO REUSE

ACCT #	DESCRIPTION	FY 2016 ACTUAL EXPENSES	FY 2017 REVISED BUDGET	FY 2017 ESTIMATED EXPENSES	FY 2018 PROPOSED BUDGET	FY 2018 BUDGET REVISIONS	FY 2018 ADOPTED BUDGET	FY 2018 ECR 097340	FY 2018 AWT-WPB 097341	FY 2018 REUSE-PBC 097342
560	MINOR EQUIPMENT									
56001	MISC MINOR EQUIPMENT	\$3,220	\$9,000		\$12,000		\$12,000	\$12,000	\$0	\$0
56002	DELL COMPUTERS FOR FPL BLDG (4)-REUSE	0	2,000		2,400		2,400	0	0	2,400
58013	ONE NEW MULE	0	10,000		10,000		10,000	10,000	0	0
	<b>TOTAL MINOR EQUIPMENT EXPENSE</b>	<b>\$3,220</b>	<b>\$21,000</b>	<b>\$0</b>	<b>\$24,400</b>	<b>\$0</b>	<b>\$24,400</b>	<b>\$22,000</b>	<b>\$0</b>	<b>\$2,400</b>
630	IMPROVEMENTS OTHER THAN BUILDINGS	\$0	\$0				\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
640	MACHINERY AND EQUIPMENT									
64001	MISCELLANEOUS EQUIPMENT	\$14,535	\$50,500		\$50,000		\$50,000	\$50,000	\$0	\$0
	<b>TOTAL MACHINERY &amp; EQUIPMENT EXPENSE</b>	<b>\$14,535</b>	<b>\$50,500</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>
641	AUTOMOTIVE EQUIPMENT									
64101	MISCELLANEOUS AUTOMOTIVE EQUIPMENT	0	22,000		22,000		22,000	22,000	0	0
	FORKLIFT- ECR	\$0	\$0				0	0	0	0
	<b>TOTAL AUTOMOTIVE EQUIPMENT EXPENSE</b>	<b>\$0</b>	<b>\$22,000</b>	<b>\$0</b>	<b>\$22,000</b>	<b>\$0</b>	<b>\$22,000</b>	<b>\$22,000</b>	<b>\$0</b>	<b>\$0</b>
910	TRANSFER TO OTHER FUNDS									
	TRANSFER TO FUND 472- LOAN 1 CONSTRUCTION PROJS	\$1,830,150	\$1,825,365		\$1,830,118		1,830,118	\$1,830,118	\$0	\$0
	TRANSFER TO FUND 472- LOAN 2 SWA	1,251,544	1,250,904		1,249,880		1,249,880	1,249,880	0	0
	TRANSFER TO FUND 472- 2014 BONDS 473	4,505,888	4,505,808		4,505,888		4,505,888	4,505,888	0	0
	TRANSFER TO FUND 472- 2016 BONDS 477	0	1,629,669		1,584,139		1,584,139	1,584,139	0	0
	<b>TOTAL TRANSFER TO OTHER FUNDS</b>	<b>\$7,587,582</b>	<b>\$9,211,746</b>	<b>\$0</b>	<b>\$9,170,025</b>	<b>\$0</b>	<b>\$9,170,025</b>	<b>\$9,170,025</b>	<b>\$0</b>	<b>\$0</b>
950	ECR BOARD CONTINGENCY									
95001	OPERATING CONTINGENCY-ECR	\$0	\$467,879		\$800,000	(\$300,000)	500,000	\$500,000	\$0	\$0
95003	OPERATING CONTINGENCY-REUSE	0	93,883		100,000		100,000	0	0	100,000
	<b>TOTAL ECR BOARD CONTINGENCY</b>	<b>\$0</b>	<b>\$561,762</b>	<b>\$0</b>	<b>\$900,000</b>	<b>(\$300,000)</b>	<b>\$500,000</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$100,000</b>
	<b>GRAND TOTAL</b>	<b>\$23,068,908</b>	<b>\$28,909,214</b>	<b>\$0</b>	<b>\$31,325,028</b>	<b>(\$2,081,000)</b>	<b>\$29,244,028</b>	<b>\$26,562,454</b>	<b>\$34,500</b>	<b>\$2,547,074</b>

## Revised March 16, 2017

Page 1 of 3

EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY 10-YEAR CIP

Project Description	Total FY17-26	Adopted Budget FY 17	Carryforward Projects In FY17	FY 17 Revised	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
<b>10 Electrical System</b>	\$ 9,295,165													
10-A Electrical System Evaluation & Improvements (14993413)	0		22,584	22,584										
10-C Remote Racking System	113,907			0		113,907								
10-D Replace Main Switchgear (Main Electric Building)	2,986,839			0				2,986,839						
10-E Replace MCC-1 to MCC-5, and Panelboard PDP, PA, PAA	1,008,286			0					1,008,286					
10-M Install Portable Generator Switchboards	2,372,981			0						2,372,981				
10-X Replace MCC-5 (East Effluent Pump Station) & Install Second Feeder	408,947			0							408,947			
10-Z1 Electrical Maintenance Testing (42272233)	2,404,205	1,028,900		1,028,900					1,136,197					1,268,009
<b>11 Septage Receiving Station &amp; Sand Drying Beds</b>	\$ 113,907			0										
11-B Abandon/Modify Septage Facility	113,907			0		113,907								
11-C Septage Facility Building Upgrade (13993404)	0		0	0										
<b>12 Site Related Projects (Landscaping, Security Upgrades, Process Water Piping, Roadway, Etc.)</b>	\$ 5,763,928			0										
12-A ECR Roadway Rehab & Resurfacing (14993409) (In House Project)	750,905		119,909	119,909		341,720								409,185
12-B Process Water/Reuse Irrigation System Upgrade (42272060)	0		6,484,060	6,484,060										
12-C ECRWRF Expand Security System CCTV (14993415) (42272137)	0	256,200	130,216	386,416										
12-D Process Water Valve and Pipe Replacement (42272138)	0		21,350	21,350										
12-E Enhance Turnpike Landscape Buffer (In House Project)	116,663			0			116,663							
12-G AWT Motor Operated Valve Replacement	255,623			0										
12-H AWT Replace 2 Reclaimed Water Vertical Turbine Pumps	106,510			0							255,623			
12-I AWT Replace 2 Lift Station Submersible Pumps	206,619			0							106,510			
12-J AWT Replace 2 Filter Feed Pumps	299,113			0							206,619			
12-K AWT Pumps, Piping, and Structures Recoating	298,123			0								299,113		
12-L AWT Filter Media Replacement	496,870			0										298,123
12-M AWT Backwash Pump Replacement	331,246			0										496,870
12-N AWT VFD, Instrumentation, and Control Panel Replacement	668,222			0										331,246
12-O Gate and Valve Repair and Replacement Program (40172515)	2,234,034			0	200,000	205,840	210,820	215,900	220,857	225,695	230,939	236,195	241,310	668,222
<b>13 General Facility Needs (Machinery &amp; Equipment)</b>	\$ 147,581			0										246,479
13-A Laboratory Rehab/Equipment Replacement (42272017) - (In House Project)	147,581		49,130	49,130	66,400					81,181				
13-B 2009 ECR Improvements Project (09993419)	0		0	0										
13-C Replace Buried Waste Oil Tank at Generator Building (42272139)	0		242,500	242,500										
<b>14 Computer Upgrades</b>	\$ 980,234			0										
14-A SCADA HMI Modernization (09993424) (In House Project) (40172524)	300,000		16,557	16,557	300,000									
14-B ECR Fiber Cable Installation (42272054)	0		0	0										
14-C PLC Replacement (42272140)	680,234			0	110,700	569,534								
<b>15 Emergency Generation Systems</b>	\$ 2,919,532			0										
15-A Inlet Silencers (42272230)	0			213,500										
15-B Generator Rehab for Units 3&4 (In House Project)	1,266,389			0		1,266,389								
15-C Generator Rehab for Units 1&2 (In House Project)	1,453,143			0								1,453,143		
15-D Rehab Roof Oil Coolers (40172516)	200,000			0	200,000									

EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY 10-YEAR CIP

Project Description	Total FY17-26	Adopted Budget FY 17	Carryforward Projects In FY17	FY 17 Revised	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
16 Buildings & Structures	\$ 691,682			0										
16-A Replace/Rehab HVAC Equipment (14993412) (42272141)	0	77,400	69,015	146,415										
16-B Control Building AC Replacement(14993411)	0		237,232	237,232										
16-C Warehouse Awning Installation (40172097)	0		0	0										
16-D ECR Control Building Improvements (14993414)	0		290,627	290,627										
16-E Building Envelope Repairs (12993409) (42272142)	0	80,000	158,703	238,703										
16-F Handrail, Grating, Walkway, Stair Repairs (42272143) (Safety Improvements)	0		1,191,033	1,191,033										
16-G Miscellaneous Concrete Repairs (42272144)	0	53,670	51,600	105,270										
16-H Replace Generator, Level Control Station And Effluent Pump Station Building Roof (42272229)	0	533,700		533,700										
16-I Rehabilitate South Blower Building (42272231)	0			0										
16-J Rehabilitate North Blower Building (42272232)	0			0										
16-K Abandon/Secure/Modify Decant Tank No. 3	341,694			0		341,694								
16-L Convert Dewatering Building to Storage/Repair Building	349,988			0			349,988							
17 CIP Administrative	\$ 12,680,378			0										
17-B Biosolids Contingency (13993422)	0		4,630,100	4,630,100										
17-C ECR Board Discretionary CIP Reserve - 8% of Annual CIP (40172517)	6,294,730			0	470,905	970,964	766,737	982,870	224,426	440,196	634,455	684,679	574,238	545,260
17-D Project Management (40172518)	6,385,648			0	385,247	607,228	621,919	636,905	651,527	665,799	681,270	696,775	711,866	727,112
10 YR PROJECTED CAPITAL EXPENDITURES FY 2018-2027	\$ 91,364,510	\$ 2,339,370	\$ 17,490,769	\$ 20,375,639	\$ 6,742,468	\$ 13,715,245	\$ 10,972,871	\$ 13,905,647	\$ 3,681,272	\$ 6,608,449	\$ 9,246,418	\$ 9,939,940	\$ 8,464,079	\$ 8,088,123
		FY16 Budget	Carryforward Projects In FY17	FY 17 Revised	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Contributions FY 2018-2027	94,090,967				6,918,936	11,551,805	11,898,359	12,255,310	6,311,485	7,584,301	10,043,781	10,043,781	9,195,639	8,287,570
(Shortfall) Surplus Funding					176,468	(2,163,440)	925,489	(1,650,337)	2,630,213	975,852	797,362	103,841	731,561	199,447
Cash Balance January 31, 2017	32,391,215				32,567,683	30,404,243	31,329,732	29,679,395	32,309,608	33,285,460	34,082,822	33,389,301	34,120,862	34,320,309
Value of 1% Reserve Requirement				2,686,965	2,767,574	3,850,602	3,966,120	4,085,103	4,207,656	4,333,886	4,463,903	4,463,903	4,597,820	4,735,754
Less Project Encumbrances	\$ (2,727,282)													
Less Remaining Project Budget	\$ (17,531,904)													
Subtotal	\$ 12,132,029													
Less 1% Reserve Requirement (FY17)	\$ (2,686,965)													
Subtotal	\$ 9,445,064													
Estimated Unrestricted Reserve Balance	\$ 9,445,064													
Estimated Transfer of Fund 476 WPB AWT R&R Cash Balance January 31, 2017	\$ 1,685,149													
Estimated Unrestricted Reserve Balance	\$11,130,213			\$ 11,130,213	11,226,072	7,979,605	8,789,576	7,020,255	9,527,915	10,377,537	11,044,883	10,351,362	10,948,006	11,010,518
Contributions FY 2018-2027	\$ 98,121,415	\$ 4,865,349		\$ 4,030,448	\$ 6,918,936	\$ 11,551,805	\$ 11,898,359	\$ 12,255,310	\$ 6,311,485	\$ 7,584,301	\$ 10,043,781	\$ 10,043,780.99	\$ 9,195,639	\$ 8,287,570.08
West Palm Beach	28,735,543			1,180,345	2,026,259	3,383,027	3,484,518	3,589,053	1,848,362	2,221,116	2,941,392	2,941,392	2,693,007	2,427,073
Town of Palm Beach	8,410,379			345,466	593,050	990,151	1,019,856	1,050,452	540,983	650,081	860,893	860,893	788,195	710,361
Lake Worth	16,119,975			662,146	1,136,684	1,897,800	1,954,734	2,013,376	1,036,889	1,245,994	1,650,053	1,650,053	1,510,715	1,361,532
Palm Beach County	33,641,614			1,381,867	2,372,206	3,960,617	4,079,436	4,201,819	2,163,937	2,600,331	3,443,581	3,443,581	3,152,789	2,841,451
Riviera Beach	11,213,904			460,624	790,738	1,320,210	1,359,816	1,400,610	721,314	866,779	1,147,864	1,147,864	1,050,933	947,153
Annual Percent Contribution				1.50%	2.50%	3.00%	3.00%	3.00%	1.50%	1.75%	2.25%	2.25%	2.00%	1.75%
Est Plant Value (3% increase/year) (FY17 Add AWT Value \$ 18,131,047)(FY19 Add BioSolids Value \$100,000,000)		\$ 243,267,474		\$ 268,696,545	\$ 276,757,442	\$ 385,060,165	\$ 396,611,970	\$ 408,510,329	\$ 420,765,639	\$ 433,388,608	\$ 446,390,266	\$ 446,390,266	\$ 459,781,974	\$ 473,575,433
Value of 1% Reserve Requirement		2,432,675		2,686,965	2,767,574	3,850,602	3,966,120	4,085,103	4,207,656	4,333,886	4,463,903	4,463,903	4,597,820	4,735,754

**RESOLUTION NO. 8-10UD**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, CONSENTING TO THE RENEWAL OF THE ECR INTERLOCAL AGREEMENT FOR A TERM OF THIRTY YEARS COMMENCING SEPTEMBER 9, 2022 THROUGH SEPTEMBER 9, 2052; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT BOARD OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1: Pursuant to the Interlocal Agreement dated September 9, 1992 (the ECR Interlocal Agreement), a copy of which is attached hereto, which established the duties and responsibilities among the participating entities (Cities of Lake Worth, Riviera Beach and West Palm Beach, Town of Palm Beach, Palm Beach County) (hereafter collectively referred to as "Entities" or individually as "Entity") in the East Central Regional Wastewater Treatment Facility, the ECR Interlocal Agreement has an initial term of thirty years with a renewal term of thirty years upon the consent of all of the Entities.**

**SECTION 2: That the Utility District Board hereby consents to the renewal of the ECR Interlocal Agreement for a thirty year renewal term as provided in the Interlocal Agreement, which renewal term shall commence upon the expiration of the initial thirty year term of the ECR Interlocal Agreement.**

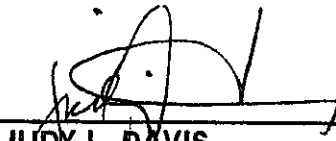
**SECTION 3: This Resolution shall take effect upon its passage and adoption by the Utility District Board.**

**PASSED AND ADOPTED THIS 20<sup>th</sup> day of APRIL, 2010.**


UTILITY SPECIAL DISTRICT BOARD OF DIRECTORS


APPROVED:

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

  
\_\_\_\_\_  
JUDY L. DAVIS  
VICE-CHAIRPERSON

ATTEST:

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

  
\_\_\_\_\_  
BILLIE E. BROOKS  
BOARD MEMBER

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
BOARD MEMBER

  
\_\_\_\_\_  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: S. Lowe

SECONDED BY: J. Davis

D. PARDO aye

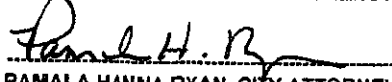
J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 4/14/10



**TO:** Chairman and Board Members

**DATE:** April 4, 2008

**FROM:** Dr. Edward E. Sierra  
Utilities Director

**SUBJECT:** EAST CENTRAL  
REGIONAL FACILITY  
(ECR) INTERLOCAL

Attached for your use is a copy of the Interlocal Agreement for establishing the duties and responsibilities for the operation of the ECR.

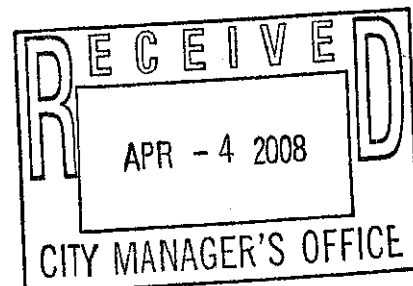
Should you have any questions, please contact me directly.

RECEIVED

APR 04 2008

CITY ATTORNEY'S OFFICE

cc: W. E. Wilkins, City Manager  
P. Hanna-Ryan, District Attorney  
File



INTERLOCAL AGREEMENT  
ESTABLISHING DUTIES AND RESPONSIBILITIES  
AMONG THE ENTITIES FOR THE OPERATION OF THE  
EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES

THIS AGREEMENT entered into this 9 day of September 1992, by and among the CITY OF WEST PALM BEACH, a municipality organized under the laws of the State of Florida, hereinafter referred to as "WPB;" PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY;" the CITY OF LAKE WORTH, a municipality organized under the laws of the State of Florida, hereinafter referred to as "LW;" the CITY OF RIVIERA BEACH, a municipality organized under the laws of the State of Florida, hereinafter referred to as "RB;" and the TOWN OF PALM BEACH, a municipality organized under the laws of the State of Florida, hereinafter referred to as "PB," collectively referred to as the "ENTITIES."

WITNESSETH:

WHEREAS, the COUNTY, LW, RB and PB currently have separate individual Interlocal Agreements with WPB, which involve the ownership, operation, maintenance, renewal, replacement and expansion of the existing East Central Regional Wastewater Facilities (the "FACILITIES"), as listed on Exhibit "A" - Interlocal Agreements.

WHEREAS, the ENTITIES believe that it is the most efficient use of their respective powers to cooperate with each other on a basis of mutual advantage to consolidate the separate Agreements into a single unified Interlocal Agreement, to own, operate and manage the FACILITIES, presently operated by WPB for the benefit of the ENTITIES, in a manner that will accord best with the citizens and utility consumers of the ENTITIES and with other geographic, economic and population factors influencing the needs and development of the ENTITIES; and

WHEREAS, the ENTITIES believe for the following reasons, without limitation, that it is essential, necessary and in the ENTITIES' best interest to establish rules and procedures under which WPB operates and manages the FACILITIES for the benefit of the ENTITIES.

(A) The ENTITIES must meet the comprehensive planning requirements of State law which mandate that each coordinate their community plans for future growth with available sources of funding and the availability of infrastructure. The provision of utilities is a major factor in such infrastructure coordination. The entering into of an Interlocal Agreement pursuant to Part I of Chapter 163, Florida Statutes (F.S.) will facilitate the ENTITIES' ability to meet their statutory mandate with respect to the utilities elements of the comprehensive plans.

(B) To provide for a unified system of wastewater service for Central Palm Beach County, to assure the continued provision of a safe and healthy environment for the users of the



FACILITIES.

(C) To ensure that the customers of the FACILITIES are provided efficient and cost-effective service and rates and assure that proper expansion of the FACILITIES will occur to meet the demands of development as approved in each jurisdiction.

(D) To ensure the public health, safety and welfare of the residents by establishing a cooperative arrangement among the ENTITIES to provide essential government services in the Central County area; and

WHEREAS, Chapter 163, F.S., Part I, provides a mechanism to accomplish the above-described purpose of the ENTITIES by permitting the joint exercise of any power, privilege or authority which each entity shares in common and which each might exercise separately.

NOW, THEREFORE, pursuant to Chapter 163, F.S., Part I, the ENTITIES do hereby enter into an Interlocal Agreement for the purposes as set forth herein, as follows:

1. Purpose. The purpose of this Interlocal Agreement is to establish uniform rules and procedures for the operation and management of the FACILITIES by WPB for the benefit of the ENTITIES, to provide wastewater treatment and disposal and sludge treatment and disposal services as herein defined in an economical and efficient manner and to provide wastewater treatment and disposal and sludge treatment and disposal services to all others who can be legally serviced.

2. Legal Authority/Consent to Serve. The ENTITIES designate and acknowledge that WPB shall be the ENTITY which formally retains legal title of the FACILITIES, which are held for the benefit of the ENTITIES, and WPB accepts full responsibility for the operation and management of the FACILITIES for the benefit of the ENTITIES, pursuant to the terms of this Agreement.

3. Definitions.

(A) "FACILITIES" shall mean and shall include all existing plant structures, equipment, piping, valves, roads, buildings, pumps, injection wells, electrical switchgear, and any improvement or expansion thereto required to receive, convey between process units, treat, stabilize, thicken, dewater, pump, and dispose of wastewater from the ENTITIES, and the real property and easements on which the FACILITIES are located, the real property encompassing the area described on Exhibit "B" - Legal Description, attached hereto, also commonly referred to as East Central Regional Wastewater Treatment Plant (ECRWTP).

(B) "Commission" shall mean the governing body of WPB, which holds the operating permits for the FACILITIES and operates and manages the FACILITIES in accordance with this Interlocal

Agreement for the benefit of the ENTITIES.

(C) "Cost" as applied to the acquisition and construction of expansions, additions or improvements to the FACILITIES shall include the cost of construction or reconstruction, the cost of all labor, materials, machinery and equipment, easements and franchises of any nature whatsoever, finance charges, interest, the creation of initial reserve or debt service funds, bond discount, cost of plans and specifications, surveys and estimates of costs and revenues, cost of engineering, financial, audit and legal services and all other expenses necessary or incidental in determining the feasibility or practicability of such construction, reconstruction, administrative expenses or such other expenses as may be necessary or incidental to financing authorized by law, and including reimbursement of the ENTITIES for any monies advanced in connection with any of the foregoing items of cost.

(D) "Reserve Capacity" shall mean the capacity allocations as defined in Section 19 below, as shown on Exhibit "E" - Reserve Capacity Percentages.

(E) "Excess Flow" shall mean any three month moving average that exceeds Reserve Capacity.

4. Establishment of BOARD Functions; Membership. The ENTITIES hereby create an Operation BOARD (hereinafter referred to as the "BOARD"), under Section 163.01(7), to administer this Agreement. The BOARD shall have the powers enumerated in this Agreement and the additional powers enumerated in Section 163.01(7). The BOARD shall decide all matters related to the FACILITIES, including, but not limited to, approval of all construction contracts, FACILITIES budget and expansion of the FACILITIES and direct WPB as to the operation and management of the FACILITIES. The BOARD so created shall be comprised of five (5) members, one from each ENTITY, who shall be the designated Staff Officials from the respective ENTITIES. Each ENTITY shall appoint an alternate, whom shall represent the ENTITY in the absence of the designated Staff Official, but shall not vote.

(A) Voting of the members of the BOARD shall be by one (1) vote per ENTITY for Administrative and Parliamentary matters including, but not limited to, operating budget approval, establishment of flow charges and dispute resolution amongst the ENTITIES (the "Equal Voting Percentages").

(B) Voting on matters involving the expenditure of capital for existing FACILITY improvements and renewal and replacement items, including, but not limited to, consultant selection and removal, change orders, award of construction contracts, value engineering, approval of engineering documents and settlement of contractor and other third-party disputes, shall be weighted as follows (the "Weighted Voting Percentages"):

The voting percentages shall be calculated

according to each of the ENTITIES' respective reserve capacity. Each ENTITY shall have a minimum of one percent (1%) voting percentage in all BOARD decisions. A super majority vote of greater than fifty percent (>50%) of reserve capacity is required on any decision except as delineated in Paragraph A above. In addition to greater than fifty percent of capacity for a vote to pass, a minimum of three ENTITIES must vote in the majority.

(C) The BOARD members so appointed shall serve at the pleasure of the ENTITY by whom the BOARD member was appointed, and may be removed at any time by such ENTITY, without cause or requirement of hearing. Members shall be deemed to hold office until a successor has been appointed.

(D) WPB shall be charged with providing operational reports as reasonably determined by the BOARD and financial reports to be provided quarterly within 60 days from the end of the quarter in accordance with generally accepted accounting principles at the meetings along with recording the meetings, and providing minutes of the meetings to all members. The BOARD members shall elect a Chair of the BOARD to serve on an annual basis. The elected Chair in conjunction with WPB shall set the agenda for the meetings in accordance with the requests of the BOARD members. The BOARD members shall elect a Vice-Chair to serve as Chair in the Chair's absence.

(E) The BOARD shall meet regularly at least once in every quarter at such time and places as the BOARD may prescribe by rule and all meetings shall be publicly noticed. Special meetings may be held on the call of the Chair or any other two BOARD members, and, whenever practicable, upon no less than twenty-four (24) hours' notice to each member and the public. The BOARD shall determine its own rules and orders of business. A majority (three out of five ENTITIES) of the members of the BOARD shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the BOARD. No action of the BOARD, except as otherwise provided in the preceding sentence, shall be valid or binding unless adopted as set forth above.

(F) The BOARD may, from time to time, create subcommittees to address specific issues related to the operation, improvement, permitting and expansion of the FACILITIES. The subcommittees shall serve in an advisory role and shall only provide recommendations to the BOARD for action.

(G) Decisions of the BOARD shall be administered and carried out by WPB. As a mechanism to carry out the actions of the BOARD, the BOARD shall utilize the personnel, purchasing, industrial pretreatment, and Minority Business Enterprise policies and procedures of WPB currently in existence as of

June 17, 1992, Exhibit "F" - WPB Policies and Procedures, and shall consider any future changes to such policies and procedures proposed by WPB, taking into consideration changes to such policies and procedures approved by the Board.

5. Wastewater Flow Charge Budget.

A. The BOARD shall establish, and WPB shall implement, a Regional Wastewater Enterprise Fund. Wastewater flow charges will be implemented to provide sufficient funding to properly and efficiently operate and maintain the FACILITIES, to fulfill all bonding requirements, including coverage tests, and to maintain compliance with all regulatory requirements. The BOARD shall establish an annual budget from which the wastewater flow charges will be determined using the formula for sewer flow charges in Exhibit "C" - Flow Charge Formula. Wastewater charges shall be adjusted for increases or decreases accordingly for ancillary charges such as sludge processing as applicable. The formula for establishing flow charges may be modified as determined by the BOARD. Penalties will be assessed by the BOARD for ENTITY flows exceeding reserve capacity on a three-months moving average basis at the rate of 150% of normal charges.

(B) WPB shall submit to the BOARD a proposed annual budget not later than one hundred fifty (150) days prior to the completion of the fiscal year. The proposed budget shall detail the operational expenditures for the FACILITIES for the previous two (2) years, the current year-to-date expenditure, projected year-end total and a budgetary amount for the upcoming fiscal year. The budget shall include the line items as listed in Exhibit "D" - Budget Line Items. The BOARD shall approve a final budget by July 1st or as amended by the BOARD. WPB shall implement the approved budget.

(C) The annual budget shall include the projected costs of services of outside consultants necessary to assist in the operation, maintenance, operational improvement and regulatory compliance of the FACILITIES. The cost of these services shall be included in the wastewater flow charge formula.

(D) WPB shall report monthly to the BOARD members on the year-to-date expenditures and projected year-end costs by line item. WPB may request the BOARD amend the budget to adjust line item expenditures. In the event that the annual budget will not be sufficient to properly operate and maintain the FACILITIES during any fiscal year, WPB shall so notify the ENTITIES through the BOARD and a revised budget and flow charge shall be established by the BOARD. If the budget insufficiency is directly related to gross negligence on the part of WPB in implementing the annual budget, WPB shall be responsible for shortfall.

(E) Decisions of the BOARD shall bind all ENTITIES, and for such decisions, WPB, COUNTY, LW, RB, PB, shall in no way be liable to any of the other ENTITIES of the BOARD.

6. Renewal and Replacement Fund. The BOARD shall ensure that adequate funds are available for renewal and replacement (R&R) of the FACILITIES. R&R funds shall be deposited into a separate Agency Fund for the sole purpose of funding each ENTITY's pro-rata share of extraordinary expenses, renewal and improvements, or replacement of capital assets or any part thereof at the FACILITIES. An annual payment shall be made by each ENTITY into the R & R Agency Fund according to the following formula:

(Replacement plant value) X (ENTITY reserve capacity percentage) X (one percent (1%)). Each ENTITY shall make R&R Agency Fund payments until the amount in the R&R Agency Fund allocated to such ENTITY has reached 10% of such ENTITY's proportionate share of the replacement plant value. No further payments to the R&R Agency Fund will be required by an ENTITY until that ENTITY's share of the Agency Fund falls below 5% of its proportionate share of the replacement plant value. At that time, annual payments shall again be made by the ENTITY until the 10% level has again been reached. The BOARD shall determine the replacement plant value of the FACILITIES at the first meeting of the BOARD every fiscal year, absent which the previous year's value shall carry over until changed by the BOARD. The replacement value as of the effective date of this Agreement shall be as shown on Exhibit "G" - Replacement Plant Value.

Under no circumstances shall any ENTITY's proportionate share of the R&R Agency Fund drop below 1% of its proportionate share of the replacement plant value, except when directed by the Board. From time to time the BOARD may require special non-annual payments be made by each ENTITY to the R&R Agency Fund in anticipation of projects which will require additional funding. Such special non-annual payments shall be calculated in accordance with each ENTITY's Reserve Capacity Percentage of anticipated project costs. All interest earned by the R&R Agency Fund shall accrue to the R&R Agency Fund and be credited proportionately to each ENTITY's account.

All funds currently held by WPB or in escrow on behalf of each ENTITY shall be transferred to the R&R Agency Fund upon execution of this Agreement and shall accrue to such ENTITY'S account, limited to 10% of such ENTITY'S replacement plant value at the request of the ENTITY. This accrual may require an ENTITY to commence making annual payments hereunder while other ENTITIES may already have attained their 10% maximum in the R&R Agency Fund. WPB shall submit to the BOARD a proposed annual budget for R&R not later than one hundred fifty (150) days prior to the completion of the fiscal year. The proposed R&R budget shall detail the improvements expenditures for the FACILITIES for the current year-to-date expenditure, projected year-end total and a budgeting amount for the upcoming fiscal year. WPB shall administer the R&R Agency Fund according to this Section and shall submit a monthly status report of the R&R Agency Fund to the BOARD members. At the end of each fiscal year, WPB shall submit, to the BOARD, a year-end financial analysis of the R&R Agency Fund which shall include all

debits, credits, investment, interest and year-end Fund balances prepared in accordance with generally accepted accounting principles. The analysis shall break this information out by ENTITY. The BOARD shall have the power to modify the R&R Agency Fund formula or percentages as needed.

7. Expansion Policy. Each ENTITY shall have the right to expand the FACILITIES to meet capacity or special treatment or disposal requirements of the ENTITY provided the following conditions are adhered to:

(A) The BOARD is given written notice, with a reasonable schedule, to provide the additional capacity or special treatment or disposal requirements, and such requirements can feasibly be accomplished given the state of the FACILITIES at the time of request.

(B) The ENTITY(s) involved in the expansion shall execute a separate Participatory Agreement with each other and the BOARD, which shall set forth the responsibility of the affected ENTITY(s) for all costs, direct and indirect, associated with the request. Prior to entering into construction contracts for such separate expansions the ENTITY or ENTITIES shall show financial capability and technical feasibility for such a project in a manner acceptable to the BOARD.

(C) The BOARD shall be responsible for directing WPB in the procurement of all services required to comply with the request, including but not limited to, consultant's selection and removal, award of construction contracts, change orders, approval of engineering documents and settlement of construction disputes.

8. System Operation. Operation and maintenance of the FACILITIES shall be the responsibility and obligation of WPB provided that an adequate budget is adopted by the BOARD. WPB shall provide sufficient personnel, with appropriate experience to undertake all FACILITIES operations and maintenance, comply with all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Regulation, the Palm Beach County Health Department and U.S. Environmental Protection Agency. Each ENTITY shall comply with the rules and regulations governing a sewage flow into the FACILITIES as set forth in the Pretreatment Ordinance as adopted by the BOARD, and as such rules and regulations may be changed from time to time by the BOARD. If new regulatory requirements necessitate capital improvements or budget amendments, the BOARD shall take all necessary actions to accomplish the same, and WPB shall implement the decisions of the BOARD. The failure or inaction of the BOARD to carry out or authorize the recommendations as presented by WPB for compliance of any consent order, regulatory agency or operating permit by WPB shall preclude such liability as may be placed on WPB and shall entitle WPB to indemnification for all costs and penalties by the other ENTITIES. WPB shall be liable for all regulatory violations, including compliance costs or penalties assessed for same, which

arise out of or are solely related to: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the FACILITIES; or (2) the failure of WPB to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. Other regulatory violations, caused by action of the BOARD including the costs of bringing the FACILITIES into compliance and penalties assessed, shall be included as an expense of the FACILITIES and shared by the ENTITIES. WPB shall maintain adequate catastrophic insurance on the FACILITIES on such terms and amounts as set by the BOARD.

9. Metering. The metering for flow charges shall be accomplished by WPB as directed by the BOARD. This shall include a metering system owned by an ENTITY as approved by the BOARD. Such metering shall be acceptable to regulatory agencies in addition to the BOARD. The meters shall be calibrated quarterly by an independent contractor as selected by the BOARD. In the event of meter malfunction, flow shall be calculated using the previous year's 3-month average consisting of the month in question plus the preceding and subsequent months.

10. Reports of the System. WPB shall cause to be made, at least once each year, financial statements prepared in accordance with generally accepted accounting principles and shall have performed an independent audit in accordance with generally accepted auditing standards. Copies of such reports shall be filed promptly with the ENTITIES within 210 days and shall be open to public inspection. WPB shall also provide monthly operating and financial reports (including regulatory submissions) and quarterly financial statements in accordance with generally accepted accounting principles to the BOARD members. WPB shall comply with the requirements of Chapter 189, F.S., as it applies to the BOARD.

11. Payments to BOARD. On behalf of the BOARD, WPB shall invoice each ENTITY monthly thirty (30) days prior to the beginning of the month for its wastewater flow charges. The ENTITIES shall make required payments to WPB within thirty (30) days of the date of invoice. Payments not received within thirty (30) days shall accrue interest at the legal rate of twelve percent (12%) per annum, as amended by law from time to time. WPB shall hold all unspent funds in an interest-bearing account until expended.

12. Compensation. The members of the BOARD shall serve without compensation under this Agreement.

13. Expenses. The BOARD is established on the basis that the schedule of wastewater flow charges and other charges cause the FACILITIES to be self-sustaining. The BOARD shall not be authorized to create or distribute a profit or surplus to any ENTITY, including WPB. This shall not, however, prevent the BOARD from establishing reserves or adding to existing R & R Reserves, for capital projects and/or unanticipated expenses in keeping with sound, prudent, and reasonable operation of the system in accordance with industry standards or from fulfilling any other requirements imposed by bond financing, law, or previous agreements.

not superseded.

14. **Term and Termination.** The term of this Agreement is for an initial period of thirty years with a renewable term of thirty years upon the mutual consent of the parties. This Interlocal Agreement shall terminate only upon the consent of one hundred percent (100%) of the ENTITIES. Any ENTITY can withdraw from participation in this Agreement but will lose its interest and allocation in the FACILITIES and shall continue to meet its obligations. Any ENTITY may assign its interest to one or more of the other ENTITIES or any other BOARD approved designee.

15. **Disposition of the System.** Should the FACILITIES be sold or disposed of by the BOARD (by one hundred percent (100%) vote), proceeds of the sale or disposition shall be prorated among the ENTITIES in proportion to the allocated reserve capacity of each jurisdiction as of the date of disposition.

16. **Miscellaneous.** This Agreement may not be amended, except upon the written agreement of the ENTITIES holding a cumulative capacity allocation of one hundred percent (100%). In the event of any dispute arising out of or in relation to this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including attorney's fees through all appellate procedures.

17. **Dispute Resolution.** In the event of a dispute involving payment of an amount due from any ENTITY hereunder, the full amount shall be paid to WPB, with the amount in dispute to be held by WPB in escrow pending resolution of the dispute. Such escrow funds shall be invested with interest, with the interest accruing to the prevailing party (BOARD or disputing ENTITY).

In the event a dispute arises between or among any of the ENTITIES as to any matter arising out of this Agreement, exclusive of matters that relate to WPB's responsibility to comply with Federal, State, and local regulatory requirements, such dispute shall be resolved as follows:

(A) The disputed issue will be presented to the BOARD. If the parties in dispute do not agree with the majority (three out of five ENTITIES) decision of the BOARD, then the disputing parties may, if in full agreement, refer the item to non-binding arbitration before one (1) arbitrator, pursuant to the rules of the American Arbitration Association. The arbitrator shall be selected by joint agreement of all parties to the proceeding from a list of arbitrators prepared by the American Arbitration Association experienced in engineering and operation of municipal wastewater treatment facilities. If the parties do not agree within twenty (20) days of the date of request for arbitration, the selection shall be made pursuant to the rules of such Association.

The award rendered by the arbitrator shall be non-binding upon the parties to the proceeding. Each party shall pay its own expenses of arbitration and the expenses of the arbitrator shall be equally shared. Nothing herein shall prevent the parties from settling any dispute between or among them by mutual agreement at any time.



(B) Before filing any legal action in court pertaining to any dispute or other matter in question arising out of or relating to the Agreement or the breach thereof, the claimant/objector shall first define the dispute to the other party to this Agreement in writing and make a specific demand or offer a specific counterproposal thereto within thirty (30) days of the receipt of such claim demand and settlement proposal, or if the claimant/objector fails to accept any counterproposal from the other party within thirty (30) days of receipt thereof, the other party shall be free to pursue all legal remedies available in a court of competent jurisdiction in accordance with Paragraph C hereof.

(C) Any dispute arising out of the terms of this Agreement shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

18. Filing. Upon execution of this Agreement and subsequent amendments thereto, this Agreement, and such subsequent amendments shall be filed with the Clerk of the Circuit Court of Palm Beach County. This Agreement shall be effective upon filing with the Clerk.

19. Reserve Capacity Percentages. The ENTITIES agree and acknowledge that the existing capacity allocated to each of the ENTITIES is as set forth in Exhibit "E" - Reserve Capacity Percentages attached hereto and made a part hereof. This capacity shall be adjusted from time to time by the BOARD to reflect changes due to expansion under Paragraph 7 above or agreement of the ENTITIES to reallocate capacity.

20. Prior Agreement. The ENTITIES agree that this Interlocal Agreement constitutes the entire agreement of the parties hereto on the matters set forth herein and supersedes only those prior Interlocal Agreements as shown in Exhibit "A" attached hereto, between the parties relating to the FACILITIES.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Peter B. Ebell

Cindy Cousins  
(OFFICIAL SEAL)

TOWN OF PALM BEACH, FLORIDA

John A. Cruz  
Mayor

ATTEST:

By: Jaquelyn Reedy  
Acting Clerk

WITNESSES:

Judith E. Cashie

Linda M. Blair  
(OFFICIAL SEAL)

PALM BEACH COUNTY, FLORIDA

John M. Morris  
Chairman

ATTEST:

MILTON T. BAUER, CLERK  
By: Linda C. Hickman  
Deputy Clerk

WITNESSES:

David L. Thomas  
(OFFICIAL SEAL)

CITY OF RIVIERA BEACH, FLORIDA

ATTEST:  
By: Edna K. Williams  
Mayor

WITNESSES:

Barbara A. Griffin  
(OFFICIAL SEAL)

CITY OF LAKE WORTH, FLORIDA

ATTEST:  
By: Frank E. Collins  
Mayor

WITNESSES:

Agnes E. Hayhurst  
(OFFICIAL SEAL)

CITY OF WEST PALM BEACH, FLORIDA

ATTEST:  
By: Tracy M. Graham  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

Bill J. Caputo  
COUNTY ATTORNEY

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

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**Subject:** PROGRESS REPORT UPDATE

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**Recommendation/Motion:**

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<b>Originating Dept</b>	UTILITY DISTRICT	<b>Costs</b>
<b>User Dept.</b>	UTILITY DISTRICT	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
April_10_UD_PROGRESS_REPORT_TROY_F__PERRY.docx	PROGRESS REPORT	4/10/2017	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Utility	Perry, Troy	Approved	4/10/2017 - 3:59 PM

**PROGRESS REPORT**  
**RIVIERA BEACH SPECIAL UTILITY DISTRICT**  
**APRIL 10, 2017**

**SUBMITTED BY: TROY F. PERRY**

**Drinking Water Quality**

District staff continues to conduct the flushing regime in an effort to comply with regulatory standards and as a result we are in compliance with all water quality standards.

**Work at Avenue U Pumping Station and Tank**

The Utility District Board approved staff's recommendation to enter into an agreement with Globaltech Design-Builders to perform improvements to the water tank located on Avenue U which includes the addition of a mixer in the water storage tank, automated water quality sensors, new liquid chlorine and ammonia chemical addition equipment. These improvements will boost chloramine residual at Ave U and assist the District in complying with the PBCHD consent order and to improve water quality leaving the tank and serving the far Western area of the distribution system, including Gramercy Park. A Notice to Proceed will be issued by the Purchasing Department this week.

**Wellfield Rehabilitation**

The District's on-going well rehabilitation program continues to be a top priority. The constant repair and maintenance of all of the drinking water wells are progressing. The District has 27 drinking water wells, 18 are now fully operational; five wells are functional but operating at reduced capacity and are in line to be rehabilitated; four wells remain out of service and have pump or motor issues that are being addressed. The District has two well contractors working to restore full service to the entire wellfield.

**Work at the Water Treatment Plant**

The Water Treatment Plant Unit 3 temporary By-Pass project has been completed. The District is now in the process of repairing and replacing equipment inside the tank. Once all of the repairs have been completed and the operation of Unit 3 resumes, customers should experience an improvement in the color and treatability of the District's drinking water.

As reported last month, the Chem-Scan Ammonia and Chloramine controller has been received and a company has been secured to install the unit. Once installed, training will be provided to all Water Plant Operators. This improvement will greatly assist the water treatment plant operators in controlling finished water quality.

## **Training**

As part of the District's commitment to providing Water treatment Plant Operators with additional training, on May 11, 2017, Florida Rural Water Association will provide a class on disinfection and chemical safety, chlorine, chloramines, and chlorine safety, etc. On the following day May 12, 2017, the company will provide hands-on training for all Water Plant Operators. The purpose of this program will be to train the operators in the operation of the plant in its current configuration and to prepare them for their new operational duties as the plant is modified and rehabilitated in the future. Operators will receive 0.5 CEUs for participating.

In addition, staff is currently working with the Florida Rural Water Association and the University of Florida TREEO Center to provide training in the areas of;

1. Basic water & Wastewater Pump Maintenance
2. Water Distribution System Pipes & Valves
3. Pumping System Operation & Maintenance – 2 days
4. Alternative Oxidants for DBP Compliance
5. Pump Maintenance and Electrical Safety

## **Consent Order Compliance (No change since Mr. Beaudet's March 30, 2017 report)**

1. FDEP Consent Order WP-15-0459 – The District is in full compliance with the Consent Order at this time. All deadlines to date have been met.
  - BFA Engineers has completed a report which updates the condition assessment of all the wastewater force main pipeline aerial crossings over canals in the Utility District. This update will be used as a blueprint to prioritize, design and construct any needed repairs that will decrease the potential for spills. A Work Order under BFA's new contract is being negotiated for design, specifications and construction administration in order that this project, a key requirement of the FDEP Consent Order, can begin.
  - As previously reported, future requirements require the District to adhere to its Capital Plan in conducting system improvements on Lift Stations and pipeline renewal. The rehabilitation of Lift Stations 10 and 50 is a project which the District is committed to complete for Consent Order compliance. The FDEP has been apprised that the District has chosen Simmons and White as the contractor to take over and finish this critical project. The new contractor has met with staff and is diligently pursuing completion of the project. A schedule for completion is in the process of being developed.
  - Repair and replacement of lift station pumps, motors and control equipment is currently underway and significant progress has been achieved in upgrading numerous lift stations. There is still much more work to be done in this area.
  - The design and preparation of bid specifications for Pump Station 47 is the next major project in the District's Capital Plan that is needed to be done under the Consent Order. Issuance of a Work Order for Design, Specifications, Bidding Assistance and Construction Administration for this project is a priority requirement of the FDEP Consent Order.

2. PBCHD Consent Order WP-020-16 – The District is in full compliance with the Consent Order at this time. All deadlines to date have been met.
- Required monitoring and flushing is being conducted, as is the finalization of a workable flushing plan to be submitted to the PBCHD.
  - Repair and replacement of pumps, motors and other electrical and mechanical equipment is being conducted. These repairs are required by the Consent Order based on the US Water Assessment Report.
  - As previously reported, improvements to the Ave U repump station and storage tank, as well as the Unit 3 by-pass are underway.

#### **Current Work Status**

- a. Continuing Construction Work at Lift Stations # 10 and 50.
- b. Ave U Pump Station Rehabilitation – Under Contract.
- c. Continued Well Rehabilitation – Under Contract.
- d. Treatment Unit #3 By-pass – Under Contract.
- e. Continued Repair/Replacement of Wastewater Lift Station Pumps. Priority based on 2013 Master Plan and Current Inspection by Staff. – Under Contract and being performed by Staff.
- f. Installation of Disinfection Chemical Auto Analyzer at Water Treatment Plant.
- g. Repair/Replacement of Water Treatment Plant and Remote Pumping Station Pumps and Motors. Priority based on US Water Report. –Procurement Underway.
- h. Staff is currently preparing for the 2017/18 Fiscal Budget.

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Meeting Date:** 4/17/2017

**Agenda Category:**

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**Subject:** UPDATE ON LIFT STATIONS #10 & 50

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**Recommendation/Motion:**

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<b>Originating Dept</b>	UTILITY DISTRICT	<b>Costs</b>
<b>User Dept.</b>	UTILITY DISTRICT	<b>Funding Source</b>
<b>Advertised</b>	No	<b>Budget Account Number</b>
<b>Date</b>		
<b>Paper</b>		
<b>Affected Parties</b>	Not Required	

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**Background/Summary:**

**Fiscal Years**  
**Capital Expenditures**  
**Operating Costs**  
**External Revenues**  
**Program Income (city)**  
**In-kind Match (city)**  
**Net Fiscal Impact**  
**NO. Additional FTE Positions**  
**(cumulative)**

**III. Review Comments**

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date



Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
UPDATRE_on_Renovation_of_Lift_Station_s_10____50.pdf	UPDATE MEMO	4/12/2017	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Utility	Perry, Troy	Approved	4/12/2017 - 12:49 PM

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**INTER-DEPARTMENTAL COMMUNICATION**

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**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

**THROUGH: JONATHAN E. EVANS, CITY MANAGER**

**FROM: TROY F. PERRY, ACTING EXECUTIVE DIRECTOR OF UTILITIES**

**DATE: APRIL 12, 2017** 

**SUBJECT: UPDATE ON RENOVATION OF LIFT STATION'S 10 AND 50**

Attached, please find an update on renovation efforts at lift station 10 and 50 as submitted by the assigned contractor Wharton-Smith, Inc.

Based on discussions with the contractor, the overall work performed is consistent with the proposed schedule for completion.

Should you have any questions, please contact my office.

C: Department file

Attachment (2)



**Wharton-Smith, Inc.**  
**CONSTRUCTION GROUP**

City of Riviera Beach utility District  
Rehabilitation and Replacement of Lift Station No. 10 and No. 50  
WSI Job #17-12

Construction Progress Meeting – April 12<sup>th</sup>, 2017

**Work Complete in Last 30 Days**

**1. Lift Station 10**

- a. Mobilized
  - i. Clean up and Organized
  - ii. Relocated temporary fencing
  - iii. Installed erosion control
  - iv. Installed Turbidity Barrier
- b. Established MOT
  - i. Road Closure
- c. Installed new dewatering system
- d. Temporary By-Pass System altered for Valve Vault work
- e. Located existing underground structure
- f. Excavated and installed shoring system for the removal of 24" pipe
- g. Removed 24" pipe from Wet Well

**2. Lift Station 50**

- a. Mobilized
  - i. Set up Site Trailer
  - ii. Clean and Organized
  - iii. Installed erosion control
  - iv. Inventoried existing site materials and surveyed existing pipe
- b. Underground Piping
  - i. Pot-holed tie in locations and known conflicts
  - ii. Installed and set location of 24" Tee, critical for tie into pump suction header
  - iii. Installed 16" FM piping at north end of property from NW tie in location to NE tie in location
  - iv. Installed 6" FM piping from 16" tee south
  - v. Installed 16" FM at discharge piping
- c. Aboveground Piping
  - i. Disassembled suction and discharge headers
  - ii. Removed pipe support rebar



**Wharton-Smith, Inc.**  
**CONSTRUCTION GROUP**

**Work to Be Performed in Next 30 Days**

**1. Lift Station 10**

- a. Infill Wet Well openings
- b. Demolish existing below ground structure
- c. Layout and install remaining auger cast piles
- d. Form and install reinforcement for Valve Vault slab
- e. Painter to clean and rehabilitate Wet Well
- f. Install influent piping
- g. Form and pour Wet Well fillet

**2. Lift Station 50**

- a. Underground
  - i. Installation of 16" discharge piping
  - ii. Completion on 16" pipe at south end of property
  - iii. Tie-ins to existing FMs
- b. Aboveground
  - i. Reinstallation of discharge and suction headers
  - ii. Install pipe supports
  - iii. Relocate existing End-Suction Pumps
- c. Electric
  - i. Install electric duct bank
- d. Building
  - i. Roofer to complete scope