

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

**MARINA EVENT CENTER - 190 E. 13TH STREET
Riviera Beach, FL 33404**

**WEDNESDAY, AUGUST 18, 2021
5:30 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

CHAIRPERSON

SHIRLEY D. LANIER - DISTRICT 3

VICE CHAIRPERSON

KaSHAMBA MILLER-ANDERSON - DISTRICT 2

BOARD MEMBERS

TRADRICK McCOY - DISTRICT 1

JULIAA. BOTEL, Ed. D - DISTRICT 4

DOUGLAS A. LAWSON - DISTRICT 5

Ex-Officio Board Member

MAYOR RONNIE L. FELDER

ADMINISTRATION

Jonathan Evans, City Manager
Deirdre Jacobs, Acting Executive
Claudene L. Anthony, CMC, District Clerk
Dawn S. Wynn, District Attorney
Randy Sherman, District Finance Director

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.

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. Registration and reporting forms shall be submitted to the Office of the City Clerk.

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM PLEASE COMPLETE A GREEN PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY THE BOARD OF DIRECTORS FOR DISCUSSION. MEMBERS OF THE PUBLIC WILL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA AND THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. THE TIME LIMIT FOR PUBLIC COMMENT MAY BE REDUCED BY A VOTE OF THE BOARD OF DIRECTORS BASED ON THE VOLUMINOUS NATURE OF PUBLIC COMMENT CARDS. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

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. **JUNE 23, 2021 UTILITY SPECIAL DISTRICT BOARD MEETING MINUTES**

RESOLUTIONS

END OF CONSENT AGENDA

AWARDS AND PRESENTATIONS

PUBLIC HEARINGS

REGULAR AGENDA

2. RESOLUTION NUMBER 23-21UD A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT TO PARTICIPATE IN THE PROCUREMENT OF GOODS AND SERVICES THAT HAVE BEEN PUBLICLY SOLICITED BY OTHER GOVERNMENTAL ENTITIES; AUTHORIZING THE USE OF PROPRIETARY SERVICES, SOLE SOURCE PURCHASES, ANNUAL SERVICE, MAINTENANCE AND REPAIR RENEWAL AGREEMENTS ROUTINELY USED IN DAILY DEPARTMENTAL OPERATIONS FOR FISCAL YEARS 2021-2025; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, ACTING EXECUTIVE DIRECTOR, 561-845-4185

3. RESOLUTION NUMBER 24-21UD A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AN ADDITIONAL \$250,000.00 FOR EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER INFRASTRUCTURE WITH JOHNSON-DAVIS, INC. OF LANTANA, FL; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE CONTRACT SERVICES-SEWER PROJECT NUMBER 18143 AT A COST NOT TO EXCEED \$250,000.00 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, ACTING EXECUTIVE DIRECTOR, 561-845-4185

4. RESOLUTION NUMBER 25-21UD A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVES THE PROPOSAL FROM BROWN & CALDWELL TO CONDUCT A PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR THE PROPOSED WATER TREATMENT PLANT SITE; AUTHORIZING THE UTILITY SPECIAL DISTRICT FINANCE DIRECTOR TO MAKE PAYMENTS FROM PROJECT NUMBER 18160 IN THE AMOUNT NOT TO EXCEED \$42,810.00 AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, ACTING EXECUTIVE DIRECTOR, 561-845-4185

END OF REGULAR AGENDA

COMMENTS FROM THE PUBLIC - 5:45 PM Non-Agenda Item Speakers (Three Minute Limitation)

Please be reminded "Rules of Decorum Governing Public Conduct during Official Meetings" has been adopted and posted. In an effort to preserve order, if any of the rules are not adhered to, the Board's 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.

Public Comments shall begin at 5:45 PM unless there is no further business of the Board of Directors, which in that event, it shall begin sooner. In addition, if an item is being considered at 5:45 PM, then comments from the public shall begin immediately after the item has been concluded.

Any person who would like to speak, during public comments, please fill out a public comment card located at the front desk and give it to staff before the public comments section is announced.

DISCUSSION AND DELIBERATION

5. DISCUSSION AND DELIBERATION OF THE UTILITY SERVICE AGREEMENT, SPECIFICALLY TO AMEND THE SERVICE AGREEMENT TO MORE CLEARLY DESIGNATE THE FUNCTIONS OF THE USD DIRECTION AND THE CITY MANAGER IN OVERSEEING THE OPERATIONS AND ADMINISTRATIVE FUNCTIONS OF THE USD.

DAWN S. WYNN, DISTRICT ATTORNEY, 561-845-4068

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

STATEMENTS BY THE DISTRICT BOARD

ADJOURNMENT

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

Meeting Date: 8/18/2021

Agenda Category:

**Subject: JUNE 23, 2021 UTILITY SPECIAL DISTRICT BOARD MEETING
MINUTES**

**Recommendation/Motion: APPROVE THE JUNE 23, 2021 UTILITY SPECIAL
DISTRICT BOARD MEETING MINUTES**

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

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:

File Name	Description	Upload Date	Type
23JUN21.docx	JUNE 23, 2021 UTILITY SPECIAL DISTRICT BOARD MEETING MINUTES	7/8/2021	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Robinson, Claudene	Approved	7/8/2021 - 3:07 PM

**UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS MEETING
June 23, 2021
5:30 p.m.**

PRESENT AT MEETING¹:

CHAIRPERSON SHIRLEY D. LANIER, DISTRICT 3	CHAIRPERSON LANIER
VICE CHAIRPERSON KASHAMBA MILLER-ANDERSON, DISTRICT 2	
	VICE CHAIRPERSON MILLER-ANDERSON
BOARD MEMBER TRADRICK MCCOY, DISTRICT 1	BOARD MEMBER MCCOY
BOARD MEMBER DOUGLAS LAWSON, DISTRICT 5	BOARD MEMBER LAWSON
BOARD MEMBER JULIA BOTEL, Ed.D, DISTRICT 4	BOARD MEMBER BOTEL
<i>EX OFFICIO</i> BOARD MEMBER RONNIE FELDER	MAYOR FELDER
CITY MANAGER JONATHAN EVANS	CITY MANAGER EVANS
ACTING EXECUTIVE DIRECTOR OF UTILITIES DEIRDRE JACOBS	
	INTERIM EXECUTIVE DIRECTOR JACOBS
DISTRICT CLERK CLAUDENE ANTHONY	DISTRICT CLERK ANTHONY
DISTRICT ATTORNEY DAWN WYNN	DISTRICT ATTORNEY WYNN
DISTRICT FINANCE DIRECTOR RANDY SHERMAN	
	DISTRICT FINANCE DIRECTOR SHERMAN

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¹ List of Public Comment Speakers and Others on Page 28

**CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA
UTILITY SPECIAL DISTRICT MEETING MINUTES
WEDNESDAY, JUNE 23, 2021 AT 5:30 P.M.**

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

CALL TO ORDER

Vice Chair Miller-Anderson: I'd like to call to order the Utility Special District meeting, Wednesday, June 23, 2021, 5:35 p.m.

ROLL CALL

Vice Chair Miller-Anderson: Madam, roll call.

District Clerk Anthony: Chairperson Shirley Lanier? [Pause]. Vice Chair Pro Tem KaShamba Miller-Anderson?

Vice Chair Miller-Anderson: Present.

District Clerk Anthony: Board Member Tradrick McCoy? [Pause]. Board Member Julia Botel?

Board Member Botel: Here.

District Clerk Anthony: Board Member Douglas Lawson?

Board Member Lawson: Here.

District Clerk Anthony: *Ex Officio* Board Member Mayor Ronnie Felder? [Pause]. City Manager Jonathan Evans?

City Manager Evans: Present.

District Clerk Anthony: Acting Executive Director Deirdre Jacobs?

Acting Executive Director Jacobs: Here.

District Clerk Anthony: District Clerk Claudene Anthony is present. District Attorney Dawn Wynn?

District Attorney Wynn: Here.

District Clerk Anthony: District Finance Director Randy Sherman?

District Finance Director Sherman: Here.

District Clerk Anthony: Thank you, Madam Chair.

INVOCATION

PLEDGE OF ALLEGIANCE

Vice Chair Miller-Anderson: Alright. We'll have a moment of silence, followed by the Pledge of Allegiance led by Councilwoman Botel.

[Moment of silence]

Board Member Botel: I pledge of 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.

Vice Chair Miller-Anderson: ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM, PLEASE COMPLETE A GREEN PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY THE BOARD OF DIRECTORS FOR DISCUSSION. MEMBERS OF THE PUBLIC WILL BE GIVEN A TOTAL OF THREE MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA, AND THREE MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. THE TIME LIMIT FOR PUBLIC COMMENT MAY BE REDUCED BY A VOTE OF THE BOARD OF DIRECTORS BASED ON THE VOLUMINOUS NATURE OF PUBLIC COMMENT CARDS. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM IS CONSIDERED.

AGENDA APPROVAL

ADDITIONS, DELETIONS, SUBSTITUTIONS

Vice Chair Miller-Anderson: Do we have a motion... Do we have any additions, deletions or substitutions?

City Manager Evans: None, Madam Chair.

DISCLOSURES

Vice Chair Miller-Anderson: Any disclosures by the Board of Directors?

District Attorney Wynn: Madam Chair?

Vice Chair Miller-Anderson: Yes.

District Attorney Wynn: I thought we were deleting..., did we delete that already?

City Manager Evans: Oh, this is for the USD.

District Attorney Wynn: Oh. I'm so sorry.

Vice Chair Miller-Anderson: Disclosures by Board of Directors?

Board Member Botel: None.

District Attorney Wynn: No, Madam Chair.

ADOPTION OF AGENDA

Vice Chair Miller-Anderson: Have a motion to adopt the Agenda?

Board Member Botel: Move to adopt the Agenda.

Board Member Lawson: Second.

Vice Chair Miller-Anderson: Madam, roll call.

District Clerk Anthony: Board Member Lawson?

Board Member Lawson: Yes.

District Clerk Anthony: Board Member Botel?

Board Member Botel: Yes.

District Clerk Anthony: Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes. Could you.., you know how you used to say, 'We had three...

District Clerk Anthony: Okay. Madam Chair, that's now the responsibility of the Chairperson, according to the parliamentary procedure training that was done.

Vice Chair Miller-Anderson: Okay. Well, I'm, I'm not doing it at the moment, so if you could please do that for me as we did before, and then we'll get...

District Clerk Anthony: That motion was...

Vice Chair Miller-Anderson: ...back on track.

District Clerk Anthony: ...approved.

Vice Chair Miller-Anderson: Thank you. Alright. There's a lotta extra stuff on here, so I'm sorry, I'm just trying to read through it.

CONSENT AGENDA

Vice Chair Miller-Anderson: Consent Agenda.

Vice Chair Miller-Anderson: **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. APRIL 7, 2021 SPECIAL UTILITY SPECIAL DISTRICT MEETING MINUTES

2. MAY 19, 2021 UTILITY SPECIAL DISTRICT MEETING MINUTES

3. MAY 12, 2021 SPECIAL UTILITY SPECIAL DISTRICT MEETING MINUTES

RESOLUTIONS

Vice Chair Miller-Anderson: Do we have anyone that would like to pull an Item?

Board Member Botel: No.

Vice Chair Miller-Anderson: Can we have a motion to accept the Consent Agenda?

Board Member Botel: Move to accept the Consent Agenda.

Board Member Lawson: Second.

Vice Chair Miller-Anderson: Madam, roll call.

District Clerk Anthony: Board Member Botel?

Board Member Botel: Yes.

District Clerk Anthony: Board Member Lawson?

Board Member Lawson: Yes.

District Clerk Anthony: Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes.

District Clerk Anthony: Motion approved.

END OF CONSENT AGENDA

AWARDS AND PRESENTATIONS

PUBLIC HEARINGS

REGULAR AGENDA

4. Vice Chair Miller-Anderson: Regular Agenda Item No. 4.

District Clerk Anthony: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AWARDING BID NUMBER 1026-21-2 TO B&B UNDERGROUND CONSTRUCTION, INC., TO REPLACE A WATER MAIN ALONG LAKE DRIVE FROM BAMBOO ROAD TO INLET WAY AND ALONG INLET WAY FROM LAKE DRIVE TO SOUTH OCEAN AVENUE IN THE AMOUNT OF \$1,425,036.40; AUTHORIZING THE UTILITY SPECIAL DISTRICT CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THIS AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$756,727.00 FROM PROJECT NUMBER 18160 TO PROJECT NUMBER 18153; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN

PERCENT (10%); AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM PROJECT NUMBER 18153 IN AN AMOUNT NOT TO EXCEED \$1,567,540.04; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, ACTING EXECUTIVE DIRECTOR, 561-845-4185

District Clerk Anthony: Madam Chair, Members of the Board, there are no public comment cards on this Item. The acceptance of public comment cards on this Item is now closed.

Board Member Botel: Move to award Bid No. 1026-21-2.

Board Member Lawson: Second.

Vice Chair Miller-Anderson: Alright. Mr. Evans or Ms. Jacobs.

City Manager Evans: Madam Chair, if I can have the Interim Executive Director, Ms. Deirdre Jacobs, make this presentation.

Acting Executive Director Jacobs: Sure. Thank you, Mr. Evans. [Stammer]... Good evening...

Vice Chair Miller-Anderson: Good evening.

Acting Executive Director Jacobs: ...Co-Chairperson Miller-Anderson, other Councilpersons in your respective places, City Manager Evans, City Attorney Wynn. For the record, my name is Deirdre Jacobs and I'm the Acting Director of the Utility Special District.

This particular Item deals with the Town..., the Town of Palm Beach Shores water main installation project. If you would remember, like, over the last few months, we had inquires that came over, from the Town Palm Beach Shores, as well as Councilperson Botel, making mention of this particular project.

At this time, the Utility Special District Staff, in particular, City Engineer John Armstrong, has come to a point where in a bid was actually put out and the company B&B Undergr'..., Underground Construction was selected to participate in the construction activities to being the installation project, is primarily a result of install'..., of [stammer] infrastructure improvement projects that are already taking place over in..., at the Town of Palm Beach Shores.

So, it was ideal, at this particular time, that we go ahead and install the new water main infrastructure.

In the event that you have any particular questions, our City Engineer, Mr. Armstrong, is here to answer.

Vice Chair Miller-Anderson: Alright.

Board Member Botel: Madam Chair?

Vice Chair Miller-Anderson: Do we have any ques'...

Board Member Botel: Yes.

Vice Chair Miller-Anderson: Go ahead.

Board Member Botel: Thank you.

I, I don't have a question about this particular Item. I, I support this Item. But, at some point in the future, I would like to have a presentation about the age of all of the water mains in the City and some kind of a timeline about when we intend to replace them going forward. I, I, I just wanna know where we stand, particularly, I guess, on the Island, from, from my perspective, with the age of the..., of the infrastructure.

And, it doesn't have to be tonight. Just at some point. Maybe the next meeting.

Acting Executive Director Jacobs: So, Mrs. Miller-Anderson, I have a response...

Vice Chair Miller-Anderson: Go ahead.

Acting Executive Director Jacobs: ...to Dr. Botel's question.

Mr. Armstrong is here this evening. And, in preparations for some of the questions that we realized that might come to us, he's prepared to, to address that question. So, I can't tell you how much detail he has available for you. But, in the event if it's not sufficient, we can bring you back the information at a later date.

Board Member Botel: Thank you.

Acting Executive Director Jacobs: So, at the..., it was our intent to do that after we went through these Agenda...

Board Member Botel: Okay.

Acting Executive Director Jacobs: ...Items.

Board Member Botel: Thank you.

Acting Executive Director Jacobs: You're welcome.

Vice Chair Miller-Anderson: Alright. Anyone else? [Pause]. Alright. Madam Clerk.

District Clerk Anthony: Board Member Botel?

Board Member Botel: Yes.

District Clerk Anthony: Board Member Lawson?

Board Member Lawson: Yes.

District Clerk Anthony: Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes.

District Clerk Anthony: Motion improved.

5. Vice Chair Miller-Anderson: Item No. 5.

District Clerk Anthony: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM CHEN MOORE AND ASSOCIATES, INC. TO PERFORM ENGINEERING INSPECTION SERVICES ASSOCIATED WITH THE CONSTRUCTION BY A CONTRACTOR TO REPLACE A WATER MAIN ALONG LAKE DRIVE FROM BAMBOO ROAD TO INLET WAY AND ALONG INLET WAY FROM LAKE DRIVE TO SOUTH OCEAN AVENUE IN THE AMOUNT OF \$61,540; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$61,540 FROM PROJECT NUMBER 18160 TO PROJECT NUMBER 18153; AND AUTHORIZING THE UTILITY DISTRICT FINANCE DIRECTOR TO MAKE SUBSEQUENT PAYMENTS AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED IN THE TOTAL AMOUNT NOT TO EXCEED \$61,540 FROM ACCOUNT PROJECT NUMBER 18153; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, ACTING EXECUTIVE DIRECTOR, 561-845-4185

District Clerk Anthony: Madam Chair, Members of the Board, there are no public comment cards on this Item. The acceptance of public comment cards on this Item is now closed.

Board Member Botel: I move to approve the proposal from Chen Moore and Associates.

Board Member Lawson: Second.

Vice Chair Miller-Anderson: Mr. Evans. [Pause]. Ms. Jacobs.

City Manager Evans: Madam Chair, if I can have Ms. Jacobs make this presentation.

Acting Executive Director Jacobs: Again, thank you, Mr. Evans. And, for the record, my name is Deirdre Jacobs, again, and I'm the Active Director of the Utility Special District.

This is a companion Item to Resolution 20-21 and it's simply asking the Board if you would consider engineering inspection services for that particular installation of the water main over in the Town of Palm Beach Shores.

Vice Chair Miller-Anderson: Alright. Any questions or comments from the Board?

Board Member Botel: No.

Vice Chair Miller-Anderson: Alright. Thank you, Madam. Madam Clerk.

District Clerk Anthony: Board Member Lawson?

Board Member Lawson: Yes.

District Clerk Anthony: Board Member Botel?

Board Member Botel: Yes.

District Clerk Anthony: Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes.

District Clerk Anthony: Motion approved.

6. Vice Chair Miller-Anderson: Item No. 6.

District Clerk Anthony: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, RATIFYING THE ONGOING CONTRACT WITH THE HINTERLAND GROUP TO CONSTRUCT IMPROVEMENTS TO SIXTEEN (16) LIFT STATIONS IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00); AUTHORIZING THE FINANCE DIRECTOR TO BRING FORWARD AND TRANSFER \$1,700,000.00 FROM PROJECT NUMBER 18133 TO PROJECT NUMBER 18135; AUTHORIZING THE CITY MANAGER TO APPROVE WORK AUTHORIZATIONS UP TO \$1,700,000.00; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM PROJECT NUMBER 18135 IN AN AMOUNT NOT TO EXCEED \$1,700,000.00; AND PROVIDING AN EFFECTIVE DATE.

DEIRDRE JACOBS, MRA, INTERIM DIRECTOR OF UTILITIES, 561-845-3457

District Clerk Anthony: Madam Chair, Members of the Board, we do not have public comment cards on this Item. The acceptance of public comment cards on this Item is now closed.

Board Member Botel: I move to ratify the ongoing contract with the Hinterland Group.

Board Member Lawson: Second.

Vice Chair Miller-Anderson: Mr. Evans.

City Manager Evans: Madam Chair, Members of the Board, if I can have the Interim Executive Director, Ms. Deirdre Jacobs, make this presentation.

Acting Executive Director Jacobs: Thank you, Mr. Evans. Again, for the record, I'm Deirdre Jacobs, the Acting Director of the Utility Special District.

This particular Resolution 22-21 is asking your consideration and approval to allow for the Hinterland Group to perform lift station improvements to sixteen of our lift stations.

I'm not really sure if you're familiar with the many conditions and issues that we have at our lift stations over at the Utility District, but in the last couple of weeks, we really understood the urgency of it. We speak to our Staff on a regular basis, who are intimately involved in those particular work activities, wherein they have to actually enter the lift

stations. It is our understanding that there are safety and health issues that are on..., that are pending and on the rise.

So, if, if we beg your approval to go ahead and allow us to conduct the necessary rehab activities so that we can begin the process of making the lift stations safe for our employees and our City in general.

Vice Cahir Miller-Anderson: Alright.

Board Member Botel: Madam Chair?

Vice Chair Miller-Anderson: Yes. Go ahead.

Board Member Botel: Thank you.

I wholeheartedly support this motion to ratify this contract. I, I've seen some of the conditions of the lift stations. Not recently, but within the last couple of years and I know that some of them are in dire need.

The one that I'm concerned about is Lift Station 10 on the Island. We have had an ongoing problem with that Lift Station and the smell associated with it. There have been a number of [stammer] remedies, going back to the previous Director of the Utility District, and they never seem to get corrected. And I'm wondering, number one, if something can be done about the odor. And, number two, we were promised that there would be some beautification around that Lift Station. Is there some thought to having that happen in the, in the near future?

Acting Executive Director Jacobs: Yes, ma'am. We've, in anticipation of the inquiries dealing with Lift Station 10, Staff has worked, over the last few days, with installing landscaping materials.

Board Member Botel: Oh.

Acting Executive Director Jacobs: Our Parks & Recreation Director, Mr. Blankenship, is here this evening. I will just ask if Mr. Blankenship, if you could come forward and let the Board know, and the public know, of the improvements that we've made, just in the last couple of days.

Board Member Botel: How wonderful.

Vice Chair Miller-Anderson: And then also, we..., there are some..., a scent that usually comes from the one off of 20th and H Avenue as well. Would that help with that improvement..., the improvement help with that as well?

Acting Executive Director Jacobs: Yes. Along with the, the landscaping activities that were done over at Lift Station 10 just recently, in the research of, not only the landscaping but the odor issues with Lift Station 10, and I believe that one is [inaudible]. And then, there was another one, Lift Station No. 12. There was an engineering company, I believe it was EAC, that actually went out and conducted an odor test and assessment of what was going on.

From my understanding, by this Friday, we should have a, a report from them, a complete report, that tells us..., tells us of the findings that were realized as a result of their testing, is my understanding. I talked to the engineer on the way over to the meeting tonight. There are a couple of vendors that they are going to present to us, wherein we could work with those vendors to go ahead and install odor control measures, in those three lift stations in particular.

Vice Chair Miller-Anderson: Okay. Thank you.

Board Member Botel: Thank you.

Acting Executive Director Jacobs: Mhmm.

Vice Chair Miller-Anderson: Mr. Blankenship.

Parks & Recreation Director Blankenship: Good evening everyone. Richard Blankenship, Parks & Recreation Director

A couple months ago, we planted shrubbery around the Lift Station itself, as a beautification effort. Yesterday, we planted some native grasses behind the guardrail to kind of beautify and clean up that area. And then, shortly, we'll be planting a, another row of something along the sidewalk, just to give it more of a, a park-like feeling, than a, than a lift station feeling.

Board Member Botel: Thank you.

Vice Chair Miller-Anderson: What about the building over..., the, the Utility District building? Well, I guess, that Lift Station building? That has a lot of, I guess, it's mold or something on the outside. The actual building that they go to when they're working with the Utility District equipment over there.

Acting Executive Director Jacobs: This is the Lift Station on Avenue H? The, the building itself?

Vice Chair Miller-Anderson: Yeah.

Acting Executive Director Jacobs: So, that was brought to our [stammer] attention as well, excuse me, with regards to, from my understanding, as something that's on the side of the building.

Vice Chair Miller-Anderson: Mhmm.

Acting Executive Director Jacobs: So, as a part of the lift station improvement project, we'll be addressing aesthetic issues as well.

Vice Chair Miller-Anderson: Okay. Alright. Thank you.

Board Member Lawson: Madam Chair?

Vice Chair Miller-Anderson: Any other questions?

Board Member Botel: No.

Board Member Lawson: Madam Chair?

Vice Chair Miller-Anderson: Go ahead.

Board Member Lawson: Thank you.

Ms. Jacobs, one of the concerns that a few residents have addressed is just the money that we're spending for repairs. In the Agenda review, I was actually updated in regards to repairs that we're going to be doing for the lift stations, and they're going to interchangeable.., still be able to be utilized with the new water plant.

So, can you just kinda give some update to let them know that, with this new updating, with these renovations we're doing to these lift stations,, that it still will be used for the water plant we're gonna instill.., or install?

Acting Executive Director Jacobs: Yeah. Actually, all of the improvements that are being done to the lift stations, they deal with the sewer collection system, the lift...

Board Member Lawson: Mhmm.

Acting Executive Director Jacobs: ...stations do. So, just simply put, even if we weren't getting a new water plant, it would be enhancements to our existing system.

So, in concert with the new water plant that we'll be getting, these could be just simply considered updated activities, infrastructure improvements.

Board Member Lawson: And we won't need to change out or bring in new lift stations when the water plant comes in, correct?

Acting Executive Director Jacobs: Not to my understanding.

Board Member Lawson: Okay. It was just a concern that residents had.

Acting Executive Director Jacobs: [Inaudible].

Board Member Lawson: I, I spoke with Mr. Evans about that, but I just wanted to make sure that they were clear and understanding that these dollars that are being expended are gonna be necessary regardless.

Acting Executive Director Jacobs: Yeah. They deal with the collection system.

Board Member Lawson: Perfect.

Acting Executive Director Jacobs: As opposed to the distribution system.

Board Member Lawson: Excellent. Thank you, Ms. Jacobs.

Acting Executive Director Jacobs: Mhmm.

Vice Chair Miller-Anderson: Alright. Any other questions or comments?

Board Member Botel: No.

Vice Chair Miller-Anderson: Alright. Madam Clerk.

District Clerk Anthony: Board Member Lawson?

Board Member Lawson: Yes.

District Clerk Anthony: Board Member Botel?

Board Member Botel: Yes.

District Clerk Anthony: Chair Miller-Anderson?

Vice Chair Miller-Anderson: Yes.

District Clerk Anthony: Motion approved.

END OF REGULAR AGENDA

Vice Chair Miller-Anderson: That's the end of the Regular Agenda.

**COMMENTS FROM THE PUBLIC – 5-45 P.M. – NON-AGENDA ITEM SPEAKERS
(Three Minute Limitation)**

Vice Chair Miller-Anderson: Public comments.

Vice Chair Miller-Anderson: PLEASE BE REMINDED THE BOARD OF DIRECTORS HAS ADOPTED "RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS" WHICH HAS BEEN POSTED AT THE FRONT DESK. IN AN EFFORT TO PRESERVE ORDER, IF ANY OF THE RULES ARE NOT ADHERED TO, THE BOARD OF DIRECTOR'S CHAIR MAY HAVE ANY DISRUPTIVE SPEAKER OR ATTENDEES REMOVED FROM THE PODIUM, FROM THE MEETING AND/OR BUILDING, IF NECESSARY. PLEASE GOVERN YOURSELVES ACCORDINGLY.

PUBLIC COMMENTS SHALL BEGIN AT 6:15 PM UNLESS THERE IS NO FURTHER BUSINESS OF THE CITY BY THE BOARD OF DIRECTORS, WHICH IN THAT EVENT, IT SHALL BEGIN SOONER. IN ADDITION, IF AN ITEM IS BEING CONSIDERED AT 6:15 PM, THEN COMMENTS FROM THE PUBLIC SHALL BEGIN IMMEDIATELY AFTER THE ITEM HAS BEEN CONCLUDED.

ANY PERSON WHO WOULD LIKE TO SPEAK, DURING PUBLIC COMMENTS, PLEASE FILL OUT A PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF BEFORE THE PUBLIC COMMENT SECTION IS ANNOUNCED.

Vice Chair Miller-Anderson: Madam Clerk.

District Clerk Anthony: Madam Chair, Member of the Board, we do not have any public comment cards.

Vice Chair Miller-Anderson: Alright.

District Clerk Anthony: The acceptance of public comment cards is now closed.

Vice Chair Miller-Anderson: Thank you.

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

Vice Chair Miller-Anderson: Discussion by the Executive Director of the Utility Special District or the City Manager.

City Manager Evans: None from me, Madam Chair.

Vice Chair Miller-Anderson: Okay.

COMMENTS BY DISTRICT ATTORNEY

Vice Chair Miller-Anderson: Comments by District Attorney.

District Attorney Wynn: No, thank you, Madam Chair.

STATEMENTS BY THE DISTRICT BOARD

Vice Chair Miller-Anderson: Statements by the District Board. Mr. Lawson.

Board Member Lawson: Thank you, Madam Chair.

Mr. Evans or Ms. Jacobs, do we..., what is the date that we're looking for to have responses for the RFP that was put out for the new water plant?

Acting Executive Director Jacobs: June the... July the 20th.

Board Member Lawson: July 20th?

Acting Executive Director Jacobs: Yes, sir.

Board Member Lawson: And then there will be..., we're looking to have that on, possibly, the August or September's meeting?

Acting Executive Director Jacobs: I'm sorry. What was your question?

Board Member Lawson: When will we be looking to have that..., those selections of those responses on the meeting?

Acting Executive Director Jacobs: August.

Board Member Lawson: By August's meeting?

Acting Executive Director Jacobs: Yes.

Board Member Lawson: Excellent. Thank you, Ms. Jacobs. Thank you for the work you've been doing as well.

Board Member Botel: Ms. Jacobs, did Mr. Armstrong want to make that presentation? But, we could, we could wait until the next time un'.., unless it's very short. Is it a brief.., 'cause our, our Council meeting starts in seven minutes.

Acting Executive Director Jacobs: Okay. So, Madam Chair, could I make a comment?

So, Dr. Botel, no. We want.., Mr. Armstrong is prepared to answer questions. And he's worked really hard on these Items, so it would be fitting and proper, especially the lift station Item to, to, to answer your questions that you have.

With r regards to your question, Mr. Lawson.

Board Member Lawson: Yes, ma'am.

Acting Executive Director Jacobs: It's my understanding, in speaking with our consultant on yesterday, that we'll work as a team internally to bring before you.., I think it was the second meeting, arou'.., in August. I think the date was around the 16th, to bring the presentations before you, so that you could make your selection.

Board Member Lawson: Okay. On the.., I'm sorry. August 17th?

Acting Executive Director Jacobs: I think it was the.., I don't, I don't have... I think it was the second meeting in August. I don't have...

Board Member Lawson: Okay.

Acting Executive Director Jacobs: ...it in front of me.

Board Member Lawson: No worries.

Acting Executive Director Jacobs: Okay?

Board Member Lawson: Just wanted to kinda give the public an idea of the rate that we're going for trying to get this water plant up and running, the work that you guys are doing, the amazing work, and how we're gonna be bringing this to the Board for approval within the next few months.

So, thank you.

Acting Executive Director Jacobs: Yeah. Yeah. I believe it was the second meeting in August. And then, by the second meeting in September, we wanted to have a contract in place.

Board Member Lawson: Beautiful. Thank you.

Acting Executive Director Jacobs: So, if it's okay, Madam Chair? Mr. Armstrong is here to answer any questions and to make a short presentation about the Palm Beach Shores...

Vice Chair Miller-Anderson: Okay.

Acting Executive Director Jacobs: ...water main project.

Vice Chair Miller-Anderson: He can go ahead. I didn't see him, or didn't realize he was going to do one. But, go ahead. You're free to go.

Senior Utility Engineer Armstrong: Thank you.

Well, I, I don't really wanna make a presentation on Palm Beach Shores, if that's okay, since you already approved it. I don't want you to change your mind.

Board Member Botel: This is exa'... I'm sorry. Madam Chair? Yeah. This is exactly what I was interested in. I wanna...

Senior Utility Engineer Armstrong: Yeah.

Board Member Botel: ...know the age of the distribution system. And, particularly on the Island, what..., at what point do the..., does the infrastructure on the Island get replaced?

Senior Utility Engineer Armstrong: Okay.

Board Member Botel: Just for my..., I mean, I'm not only concerned about the Island, but that's the question that came up...

Senior Utility Engineer Armstrong: Okay.

Board Member Botel: ...at my last town hall.

Senior Utility Engineer Armstrong: In the Palm Beach Shores water main project, in, in your packet was the location of that. And this, this was the third slide of that, for the Palm Beach Shores project to justify why..., one of the reasons who we were gonna do the Palm Beach Shores water main project.

This map shows water mains based on age, pipe age. And, the water treatment plant was built in the 1950s. And so, the water mains, for the most part, that were constructed in the 1950s are in red or pinkish red there. Like at Palm Beach Shores, in the eastern City of Riviera Beach.

The water mains that were constructed in the 1960s..., between 1961 and 19790s, are shown in green. So, Singer Island, basically, for the most part, the water mains were constructed in the 1960s. And..., depending on pipe age, the, the type of pipe..., the typical pipe age is around seventy years.

So, based on that, the water main should be replaced in about [pause], let's see... Like in, in 1930. [Inaudible].

Board Member Botel: Madam Chair? I'm sorry. Mr. Armstrong, could you just say again where in the backup this is? 'Cause I'm having trouble finding it.

Senior Utility Engineer Armstrong: Okay.

Vice Chair Miller-Anderson: I'm looking at...

Senior Utility Engineer Armstrong: On the Palm Beach Shores water main project...

Vice Chair Miller-Anderson: Ho'... Mr. Armstrong. Do we have this presentation? Or no?

Board Member Botel: You're..., are you just saying we have this particular slide?

City Manager Evans: Madam Chair, if I may add? I don't know if you have this particular slide. We have provided this slide before in...

[Inaudible dais comment]

City Manager Evans: ...in previous Items, but, we can make sure that the Board gets this in an email.

Vice Chair Miller-Anderson: Are you looking for an answer to a question?

Board Member Botel: Yeah. I thought that Mr. Armstrong said that this slide was in the backup for the Bamboo...

Senior Utility Engineer Armstrong: It, it was in the..., for the Palm Beach Shores water main project, under the, the B., the award...

Board Member Botel: Is that I'...

Senior Utility Engineer Armstrong: ...and the contract to B&B.

Board Member Botel: Is it Item 4? Is it Item 4 or Item 5? Do you know? Was it under the Chen Moore?

Vice Chair Miller-Anderson: I mean...

Senior Utility Engineer Armstrong: The one before that, for B&B...

Board Member Botel: 4. Okay.

Senior Utility Engineer Armstrong: ...Contractors, to award the contract to B&B Construction.

Board Member Botel: So, there are..., there are eight backup. There's a memo, Resolution...

Vice Chair Miller-Anderson: Dr. Botel, what are you trying to find out though?

Board Member Botel: I want...

Vice Chair Miller-Anderson: I mean...

Board Member Botel: I wanna...

Vice Chair Miller-Anderson: ...you can't see it?

Board Member Botel: I can't see it. [Chuckle]. I can't see it. Can you see that?

Vice Chair Miller-Anderson: I... Yeah. I mean...

Board Member Botel: You're good.., you good eyes that...

Vice Chair Miller-Anderson: I mean...

Board Member Botel: I was...

Vice Chair Miller-Anderson: See it right... Can you see it better there?

Board Member Botel: Oh, now, I can see it.

Vice Chair Miller-Anderson: Yeah. That's what I'm...

Board Member Botel: That's...

Vice Chair Miller-Anderson: ...looking at.

Board Member Botel: ...that's better.

Vice Chair Miller-Anderson: Yeah.

Board Member Botel: Thank you.

Vice Chair Miller-Anderson: Okay.

Board Member Botel: Thank you. Now, I couldn't see the colors. But now I can see the colors.

Vice Chair Miller-Anderson: Yeah.

Board Member Botel: Thank you.

Vice Chair Miller-Anderson: Alright. Go ahead. Thank you.

Senior Utility Engineer Armstrong: So, that's the last slide. [Stammer]... So, the water mains that are the oldest were installed when the water plant was installed in the 1950s, and that's the red or pinkish color there.

Board Member Botel: Okay.

Senior Utility Engineer Armstrong: So, that's basically To'.., Town of Palm Beach Shores, eastern part of the City.

Board Member Botel: Okay.

Senior Utility Engineer Armstrong: Excluding Singer Island.

So those, just based on pipe age, those are the ones we want to replace first. And I, I asked Mr. Bailey if he could..., when he does his CDBG projects, to try and select them based on those areas from a water and sewer perspective. I mean, there's other..., I mean, all the CDBG projects that are projected in the future, except for one, are in, in that area.

And so, the next ones..., the next oldest are shown in green, that were installed in the ninet'..., between 1960 and 1970, and that includes Singer Island, for the most part. Some water mains, you know, have been replaced but... So, those will be, like, in 1930 to 1940, those should be replaced.

However, one of the things is, when we place them, a lot of times they tear up the streets, they interfere with..., you know, create traffic. So, we try and get them done the same time that the street improvements are done because, if we..., if we just go in and replace the pipe, we're tearing up the streets and we gotta pay for the..., repair the streets versus...

Board Member Botel: Right.

Senior Utility Engineer Armstrong: ...if we're gonna... And then you're gonna have..., have to basically do a whole lane. So it's, it's more cost effective to do it at the same time that streets are done. So...

Board Member Botel: Madam Chair? I just have a question. I'm sorry.

So, when the streets were done in some of the neighborhoods on the Island, were the water mains replaced at that time? 'Cause the street'..., many of the streets were recently done.

Senior Utility Engineer Armstrong: Yes, ma'am.

Board Member Botel: So, they were... Oh good.

Senior Utility Engineer Armstrong: At, at Yacht Harbor Manor, there's, like, five streets there that were..., it was completed in 2019.

Board Member Botel: And new water mains were put in?

Senior Utility Engineer Armstrong: Yes, ma'am.

Board Member Botel: Okay. Good.

Senior Utility Engineer Armstrong: And, and the gravity sewer line..., the pipes were lined.

Board Member Botel: Oh good. Okay.

Senior Utility Engineer Armstrong: So...

Board Member Botel: Thank you.

Senior Utility Engineer Armstrong: I know there's..., north of that, in Palm Beach Isles, there was two bridges that were done, so the water main and the sewer main across there were replaced.

Board Member Botel: Okay. Good.

Senior Utility Engineer Armstrong: There's a, a third bridge in Palm Beach Isles, and those..., that's planned to be replaced, a water...

Board Member Botel: Okay.

Senior Utility Engineer Armstrong: ...main and a force main there.

Board Member Botel: Good.

Senior Utility Engineer Armstrong: And then, there was also..., Palm Beach Isles, a few years ago, Public Works retained an engineering firm to design..., to replace the, the streets, upgrade the streets and replace the water and sewer lines. Replace the water and, and line the sewer lines, replace the force mains crossing the bridges.

But...

Board Member Botel: Okay.

Senior Utility Engineer Armstrong: ...that is not on the CDBG..., one of their projects at, at this point.

Board Member Botel: Okay. Thank you very much. You've answered my question. I appreciate it. Thanks.

Senior Utility Engineer Armstrong: Thank you.

Vice Chair Miller-Anderson: Any other questions or comments, or want to hear from the presentation?

Let the record reflect Counc'..., Chairperson Lanier is on the dais.

Alright. Did you have your comments, Ms. Botel?

Board Member Botel: Yeah. I've done [inaudible].

Vice Chair Miller-Anderson: You're done? Okay.

Chairperson, we were at the end. We're doing comments. So, if you have any comments?

Chairperson Lanier: [Chuckle].

Vice Chair Miller-Anderson: [Chuckle]. Otherwise. We'll probably go ahead and adjourn.

Chairperson Lanier: Go ahead.

Vice Chair Miller-Anderson: Alright.

ADJOURNMENT

Vice Chair Miller-Anderson: We'll adjourn this meeting at this time.

[Gavel]

Board Member Botel: What time are we gonna start the...

[End of video/audio]

City Employees, Public Speakers and Others

Parks & Recreation Director Richard Blankenship

Parks & Recreation Director Blankenship

Senior Utility Engineer John Armstrong.....Senior Utility Engineer Armstrong

APPROVED:

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
VICE CHAIRPERSON

TRADRICK MCCOY
BOARDMEMBER

JULIA BOTEL, Ed.D
BOARDMEMBER

DOUGLAS LAWSON
BOARDMEMBER

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

DATE APPROVED: JULY 21 2021

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

Meeting Date: 8/18/2021

Agenda Category:

Subject: AGREEMENTS WITH COOPERTIVE AND OTHER GOVERNMENTAL ENTITIES

Recommendation/Motion: Staff recommends that Utility Special District Board of Directors authorizes administration to utilize cooperative and governmental cost saving contracts offered by the listed cooperatives, State and Local entities as well as sole source vendors, proprietary vendors and annual service, maintenance and repair agreements.

Originating Dept	UTILITY SPECIAL DISTRICT	Costs	NOT APPLICABLE
User Dept.	UTILITY SPECIAL DISTRICT	Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

In an effort to minimize duplication in solicitations when other government entities have publicly solicited for certain services and goods required by the City, staff recommends that the City be allowed to utilize other publicly solicited contracts from other government entities listed as follows:

1. Southeast Florida Chapter of NIGP
2. State of Florida Contract
3. U.S. Communities Government Purchasing Alliance
4. Sourcewell (Formerly National Joint Powers Alliance (NJPA))
5. National IPA (Formerly The Cooperative Purchasing Network (TCPN))
6. Florida Sherriff Association
7. Palm Beach County
8. Various Governmental Agencies, County Agencies to include sole source vendors, proprietary vendors and annual services, maintenance and repair agreements.

The combined Purchasing needs of the above listed member agencies provide for volume discounts and favorable pricing for supplies, services and equipment. These agencies have joined to lower costs of commonly used commodities, which would not otherwise be attainable by individual member agencies.

Overall, the cost savings will be at an estimated savings of 10% to 15% eliminating the excess time spent by Procurement in an attempt to find competitive vendors that will provide the best services and savings to the District. Equally important, this will provide staff with much needed flexibility, as well as, a practical and timely means for procuring annually budgeted goods, services, and equipment needed to support the daily operations of the District.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions

(cumulative)

(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
Memo_to_Board__Cooperative_Agreements1dj.docx	Memo to Board	8/11/2021	Cover Memo
RESOLUTION_PIGGYBACKING_VARIOUS_GOVERNMENT_AGENCIES.djdoc_(002).doc	Resolution	8/11/2021	Resolution
Copy_of_Sourcewell_Contract_Selection_Form_-_September_2020.xlsx	COOPERATIVE SPREADSHEET	5/28/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Monroe, Luecinda	Approved	8/10/2021 - 3:21 PM
Purchasing	Admin, Default	Approved	8/10/2021 - 3:45 PM
Finance	sherman, randy	Approved	8/10/2021 - 5:49 PM
Attorney	Wynn, Dawn	Approved	8/10/2021 - 6:30 PM
City Clerk	Robinson, Claudene	Approved	8/11/2021 - 8:01 AM
City Manager	Jacobs, Deirdre	Approved	8/11/2021 - 7:36 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: DEIRDRE M. JACOBS, ACTING EXECUTIVE DIRECTOR

SUBJECT: **AGREEMENTS WITH COOPERATIVE AND OTHER GOVERNMENTAL ENTITIES**

DATE: **AUGUST 18, 2021**

CC: **GENERAL PUBLIC**

Background:

In an effort to minimize duplication in solicitations when other government entities have publicly solicited for certain services and goods required by the City, staff recommends that the City be allowed to utilize other publicly solicited contracts from other government entities listed as follows:

1. Southeast Florida Chapter of NIGP
2. State of Florida Contract
3. U.S. Communities Government Purchasing Alliance
4. Sourcewell (Formerly National Joint Powers Alliance (NJPA))
5. National IPA (Formerly The Cooperative Purchasing Network (TCPN))
6. Florida Sheriff Association
7. Palm Beach County
8. Various Governmental Agencies, County Agencies to include sole source vendors, proprietary vendors and annual services, maintenance and repair agreements.

The combined Purchasing needs of the above listed member agencies provide for volume discounts and favorable pricing for supplies, services and equipment. These agencies have joined to lower costs of commonly used commodities, which would not otherwise be attainable by individual member agencies.



Overall, the cost savings will be at an estimated savings of 10% to 15% eliminating the excess time spent by Procurement in an attempt to find competitive vendors that will provide the best services and savings to the District. Equally important, this will provide staff with much needed flexibility, as well as, a practical and timely means for procuring annually budgeted goods, services, and equipment needed to support the daily operations of the District.

Citywide Goal:

Accelerate Operational Excellence.

Budget/Fiscal Impact:

This item has no immediate budget impact.

Recommendation(s):

Staff recommends that Utility Special District Board authorizes utilization of cooperative and governmental cost saving contracts offered by the listed cooperatives, state and local entities as well as sole source vendors, proprietary vendors and annual service, maintenance and repair agreements.

Attachment:

Resolution



RESOLUTION NUMBER 23-21UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT TO PARTICIPATE IN THE PROCUREMENT OF GOODS AND SERVICES THAT HAVE BEEN PUBLICLY SOLICITED BY OTHER GOVERNMENTAL ENTITIES; AUTHORIZING THE USE OF PROPRIETARY SERVICES, SOLE SOURCE PURCHASES, ANNUAL SERVICE, MAINTENANCE AND REPAIR RENEWAL AGREEMENTS ROUTINELY USED IN DAILY DEPARTMENTAL OPERATIONS FOR FISCAL YEARS 2021-2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Procurement Department and the Utility Special District currently use cooperative agreements from the Florida Sheriff Association, Southeast Florida Chapter of NIGP, State of Florida, US Communities Government Purchasing Alliance, Palm Beach County, SourceWell (Formerly National Joint Powers Alliance), National IPA (Formerly TCNP), WSCA, Palm Beach County, Dade and Broward School Boards and other government entities; and

WHEREAS, these Cooperatives are composed of various government purchasing entities; that have joined together to provide volume discounts and favorable pricing for supplies, services and equipment, to lower the costs of commonly used commodities, as well as, promote purchasing professionalism; and

WHEREAS, utilizing cooperative agreements where available contracts from other government entities will create cost savings to the District and provide efficient procurement of annually budgeted operating supplies and services.

NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

RESOLUTION NUMBER 23-21UD

PAGE: 2 of 3

SECTION 1. Staff is hereby given authorization to purchase goods and services from various cooperative contracts publicly solicited by other government entities, to include sole source, proprietary purchases and maintenance, repair and renewal agreements for the fiscal years of 2021-2025.

SECTION 2. The Utility Special District is further authorized to participate in this cost saving program for the purchase of supplies, equipment, and services.

SECTION 3. This Resolution shall take effect upon its passage and approval by the Utility Special District Board of Directors.

PASSED and APPROVED this _____ day of _____, 2021.

THE REMAINDER OF THIS DOCUMENT WAS INTENTIONALLY LEFT BLANK

RESOLUTION NUMBER 23-21UD
PAGE: 3 of 3

APPROVED:

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

KASHAMBA MILLER-ANDERSON
CO-CHAIRPERSON

TRADRICK MCCOY
BOARD MEMBER

JULIA A. BOTEL
BOARD MEMBER

DOUGLAS A. LAWSON
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN WYNN
DISTRICT ATTORNEY

DATE: _____

Vendor's Name
Airgas, Tanner
Bob's Barricades, Road Safe Traffic System Motplans.com
Airgas USA
Environmental Reagents Service, Professional Environmental Testing & Consulting
Allied Universal Chemrite
City Fire, Inc.
Southeast Highway Guardrail and alternators, LLC, Complete Highway Improvement, Inc.
Horizon Distributors, Inc. Melrose Supply and Sales Corp. Rice Pump and Motor Repair, Inc. SiteOne Landscape Supply LLC
Suburban Propane, LP
FPL Energy Services
Above All Garage door of South FL, best Garage Doors, INC.
Lhoist North America of Alabama, LLC
Allied Universal
Allied Universal
Shreive Chemical Company
Port Consolidated
Ferguson (Core & Main). HD Supply Waterworks.
Ferguson, Fortline Waterworks, HD Supply Waterworks, Lehman Pip & Plumbing, Manifold Industries
Vendor's Name
Home Depot/ Facilities Maintenance
Graybar
Herc Rentals
TRANE
Applied Industrial technologies
Amazon Business
Safeware Mallory Contract

Vendor's Name
Ditch Witch
Grainger
Gordian
JOHNSON CONTROLS, INC
Johnson Controls Fire Protection
United Rentals
Thompson Pump
Cummins Inc.
Bobcat/Doosan/Clark Equip
Sewer Equipment
Johnston
Vendor's Name
Southeastern Equipment
WILLSCOT
Vendor's Name
DATA FLOW SYSTEMS (DFS)
XYLEM DEWATERING SOLUTIONS, INC.
Vendor's Name
Barney's Pumps
Technical Sales Corp
Southeastern wastewater Equipment Corp.
Tires
Condo Electric
AMPS
CR Dunn
PC Control, Inc.

J & J INC (D/B/A EAGEL PAINT, INC.)
Tom Evans Environmental, Inc.
HACH
DS Eakins
Tripp
Lime Sludge
Johnson - Davis
Tencarva Machinery co d/b/a Hudson Pump & Equipment
PACE ANALYTICAL SERVICES LLC

Vendor's Name
Medium and Heavy Trucks
Grainger
MSC
FASTNEL
Fisher Scientific
SimplexGrinnel LP

Southeast Florida Governmental Purchasing C

Contract #	Contract Period Expire	Agency
City of Riviera Beach #19-146	6/30/2023	NIGP SEFL
City of Ft. Lauderdale #12265-393	8/1/2021	NIGP SEFL
City of Pompano Beach #T-36-19	10/6/2021	NIGP SEFL
Town of Davie #RM-20-69	6/9/2022	NIGP SEFL
City of Ft. Lauderdale #12288-393	9/19/2021	NIGP SEFL
City of Hollywood #F-4507-16-RD	8/31/2022	NIGP SEFL
City of Miami Gardens #19-20-2019	9/14/2022	NIGP SEFL
City of Ft. Lauderdale #12391-502-C19	11/1/2021	NIGP SEFL
City of Miami #IFB 501332	12/13/2021	NIGP SEFL
City of Hollywood #F-4644-20-GJ	4/23/2022	NIGP SEFL
City of Deerfield Beach	6/18/2021	NIGP SEFL
City of Tamarac #20-21B	10/31/2023	NIGP SEFL
City of Margate #2018-013	4/16/2022	NIGP SEFL
City of Ft. Lauderdale #12006-372	10/2/2021	NIGP SEFL
City of Deerfield Beach #2018-19/22	5/31/2022	NIGP SEFL
City of Ft. Lauderdale # E-13-17	5/14/2022	NIGP SEFL
City of Pompano Beach #12138-382	11/18/2021	NIGP SEFL
City of Deerfield Beach #2018-19/12	3/5/2022	NIGP SEFL

US COMMUNITIES GOVERNMENT PURCHA

Contract #	Contract Period Expire	Agency
16154	12/31/2026	US Communities
EV2370	1/31/2023	US Communities
2019000318	10/31/2023	US Communities
15-JLP-023	9/30/2022	US Communities
16154-RFP	12/31/2021	US Communities
R-TC-17006	1/18/2022	US Communities
159469	4/1/2026	US Communities

SourceWell		
Contract #	Contract Period Expire	Agency
#012418-CMW	3/14/2022	SourceWell
#121416-WWG	2/1/2022	SourceWell
#091620-GGI	10/1/2025	SourceWell
#030817-JHN	5/8/2022	SourceWell
#031517-SGL	6/30/2022	SourceWell
#062320-URI	8/27/2024	SourceWell
#012418-TPM	3/14/2022	SourceWell
#120617-CMM	1/29/2022	SourceWell
#042815-CEC	5/19/2021	SourceWell
#122017-SCA	2/20/2022	SourceWell
#122017-JTN	2/20/2022	SourceWell
National IPA (now "OMNIA Partners, Pul		
Contract #	Contract Period Expire	Agency
RH-15-034	4/30/2021	NATIONAL IPA
R160101	9/30/2021	NATIONAL IPA
Sole Source/ Proprietary/Annual Technical Support & Maint		
Contract #	Contract Period Expire	Agency
PIGGYBACKS		
Contract #	Contract Period Expire	Agency
18-T00028B	5/7/2021	Hernando County
18-T00028A	5/7/2021	Hernando County
18-T00090B	7/23/2021	Hernando County
FSA 19-TRS21.0		FL SHERIFF ASSOC
RTQ-00888	3/31/2027	CITY OF MIAMI
45-0-2017	7/30/2021	City of Palm Bay
153-2018	9/9/2018	PB County
ITB-RM-21-04	11/18/2022	Pompano Beach

12194-593	11/19/2021	City of Ft. Lauderdale
2017-121	11/27/2022	City of Clermont
OPN2116493Q1_1	10/28/2021	BROWARD COUNTY
20-0096	9/30/2021	Palm Beach County
RFB2018-3087	10/23/2021	Martin County
R-2020-003	1/7/2022	Tamarac
S2029	7/21/2022	Town of Jupiter
SS750816	1/18/2022	Palm Beach County
19-T00060/DK	5/25/2021	Hernando County FL

State of Florida Contracts

Contract #	Contract Period Expire	Agency
25101600-16-1	9/30/2021	State of FL
31160000-20-NASPO-ACS	6/30/2023	State of FL
31160000-20-NASPO-ACS	6/30/2023	State of FL
31160000-20-NASPO-ACS	6/30/2023	State of FL
41120000-20-ACS	3/31/2022	State of FL
72101509-15-ACS	5/31/2025	State of FL

operative Group

Service
Anhydrous Ammonia Tank Rental & Tank Maintenance
Barricade and Flasher Rental
Carbon Dioxide, Liquid, Bulk Delivery
Chemical Reagents
Chlorine, Liquid in Cylinder & Calcium Hypochlorite
Fire Extinguisher and Systems Service
Guardrail Replacement and Installation
Irrigation Supplies
Liquid Petroleum Gas (LPG)
Natural Gas, Supply and Deliver
Overhead Doors and Grills (Purchase, Installation, Service & Repair)
Quicklime, Furnish, Deliver and Discharge
Sodium Hydroxide 50% by Weight (Furnish & Deliver)
Sodium Hypochlorite
Sulfuric Acid (Bulk)
Unleaded Gasoline & Diesel Fuel
Water Meter Boxes
Water Meter Fittings and Water Line Accessories
Total

SING ALLIANCE

Service
Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions
Equipment Rentals and Related Products and Services
HVAC Products, Installation, Services and Related Products and Services
Industrial Supplies
Online Marketplace for the Purchase of Products and Services
Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Total
Service
Underground Utility Construction Equipment
Public Safety Equipment, Supplies, & Apparel
Building & Infrastructure Repairs, Alterations & Restoration Services
HVAC
Facility Security Equipment, Systems, & Services
Equipment Rental
Public Utility Sewage, Dewatering, & Bypass Pumps
Generators & Related Equipment
Construction & Agricultural Equipment
Sewer Cleaning & Hydro Excavating Equipment
Street Sweepers & Sewer Vacuums
Total
Public Sector")
Service
Combination Sewer Trucks, Parts, Accessories, Supplies, Related Services and Related Equipment
Modular Buildings, Portable Storage & Relocatable Walk
Total
Enhance for Proprietary Software
Service
Total
Service
Submersible Sewage Pumps and Accessories
Submersible Sewage Pumps and Accessories
SUPPLY OF ELECTRICAL PANELS
Tires
ELECTRICAL AND ELECTRONIC COMPONENTS, TOOLS, PARTS AND SUPPLIES
Wells Pump and motor rehab
Electrical Services Final
Calibration and replacement flow meters and related devices

Industrial Painting Services
GRUNDFOS PUMPS, PARTS AND REPAIR SERVICES
Lab testing Equipment
On call services for infrastructure repairs and improvements
Motor & Pump Repair
Lime Sludge Removal
Stormwater Utility Infrastructure Repairs
Pumps, ITT Goulds, Purchase, Delivery and other related services
ANALYTICAL LABORATORY SERVICES
Total
Service
Medium and Heavy Trucks
Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies
Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies
Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies
Laboratory Equipment and Supplies
Fire Sprinkler System Inspection Services

Estimated not Exceed Annual Usage
\$ 45,000.00
\$ 38,000.00
\$ 45,000.00
\$ 30,000.00
\$ 85,000.00
\$ 60,000.00
\$ 50,000.00
\$ 185,000.00
\$ 55,000.00
\$ 125,000.00
\$ 75,000.00
\$ 250,000.00
\$ 75,000.00
\$ 55,000.00
\$ 35,000.00
\$ 90,000.00
\$ 75,000.00
\$ 500,000.00
\$ 1,873,000.00
Estimated not Exceed Annual Usage
\$ 80,000.00
\$ 60,000.00
\$ 300,000.00
\$ 185,000.00
\$ 400,000.00
\$ 125,000.00
\$ 27,500.00

\$	1,177,500.00
Estimated not Exceed Annual Usage	
\$	85,000.00
\$	350,000.00
\$	5,000,000.00
\$	150,000.00
\$	65,000.00
\$	350,000.00
\$	350,000.00
\$	150,000.00
\$	400,000.00
\$	500,000.00
\$	600,000.00
\$	8,000,000.00
Estimated not Exceed Annual Usage	
\$	350,000.00
\$	600,000.00
\$	950,000.00
Estimated not Exceed Annual Usage	
\$	75,000.00
\$	125,000.00
\$	200,000.00
Estimated not Exceed Annual Usage	
\$	325,000.00
\$	250,000.00
\$	250,000.00
\$	250,000.00
\$	350,000.00
\$	500,000.00
\$	100,000.00

\$	600,000.00
\$	275,000.00
\$	85,000.00
\$	350,000.00
\$	75,000.00
\$	75,000.00
\$	200,000.00
\$	275,000.00
\$	80,000.00
\$	<i>4,040,000.00</i>

--

Estimated not Exceed Annual Usage
--

Under review for contract 21-T00062/TM

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/18/2021

Agenda Category:

Subject: Emergency utilities repair contract with Johnson-Davis, Inc.

Recommendation/Motion: The Utility Special District recommends the approval of the associated Resolution so that it has a mechanism to repair and replace failed infrastructure systems quickly.

Originating Dept	UTILITY SPECIAL DISTRICT	Costs	NOT TO EXCEED \$250,000.00
User Dept.	UTILITY SPECIAL DISTRICT	Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

On November 18, 2021, the Utility Special District Board, in an amount not to exceed \$400,000.00 annually for emergency repair work, approved Resolution 22-20UD. In the past 2 ½ months, the Utility Special District had over 17 planned and emergency breaks. As such, these improvement activities were mostly completed by emergency contractor, Johnson-Davis.

Accordingly, the monies for emergency services have been depleted and staff is requesting an additional \$250,000.00 be added to the Johnson-Davis emergency contract to cover current and other unforeseen costs that may be realized.

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
Memo_to_Board.DJdocx.docx	Memo to Board	8/11/2021	Cover Memo
RES_Johnson-Davis.djdocx.pdf	Resolution	8/12/2021	Resolution
12_5_20_Johnson-Davis_Contract.pdf	Johnson-Contract	8/9/2021	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Monroe, Luecinda	Approved	8/10/2021 - 3:44 PM
Purchasing	Admin, Default	Approved	8/10/2021 - 3:46 PM
Finance	sherman, randy	Approved	8/10/2021 - 5:52 PM
Attorney	Wynn, Dawn	Approved	8/10/2021 - 6:42 PM
City Clerk	Robinson, Claudene	Approved	8/11/2021 - 8:02 AM
City Manager	Jacobs, Deirdre	Approved	8/11/2021 - 7:36 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: DEIRDRE M. JACOBS, ACTING EXECUTIVE DIRECTOR

SUBJECT: EMERGENCY UTILITIES REPAIR CONTRACT WITH JOHNSON-DAVIS, INC.

DATE: AUGUST 18, 2021

CC: GENERAL PUBLIC

Background:

On November 18, 2021, the Utility Special District Board, in an amount not to exceed \$400,000.00 annually for emergency repair work, approved Resolution 22-20UD. In the past 2 ½ months, the Utility Special District had over 17 planned and emergency breaks. As such, these improvement activities were mostly completed by emergency contractor, Johnson-Davis.

Accordingly, the monies for emergency services have been depleted and staff is requesting an additional \$250,000.00 be added to the Johnson-Davis emergency contract to cover current and other unforeseen costs that may be realized.

City Goals:

The Citywide goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

This is a budgeted expenditure from Project 18143 USD Underground On-call Contractor.

Recommendation:

The Utility Special District recommends the approval of the associated Resolution so that it has a mechanism to repair and replace failed infrastructure systems quickly.

Attachment:

Resolution



RESOLUTION NUMBER 24-21UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING AN ADDITIONAL \$250,000.00 FOR EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER INFRASTRUCTURE WITH JOHNSON-DAVIS, INC. OF LANTANA, FL; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE CONTRACT SERVICES-SEWER PROJECT NUMBER 18143 AT A COST NOT TO EXCEED \$250,000.00 ANNUALLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Special District Board approved a contract with Johnson-Davis on November 18, 2020 that is effective until July 11, 2023 with two 1-year options to renew; and

WHEREAS, this contract allows Johnson-Davis, Inc. to supply the subject services to other agencies under the same conditions and prices; and

WHEREAS, over the past 2 ½ months, the Utility Special District had in excess of 17 planned and emergency breaks, mainly repaired by emergency contractor, Johnson-Davis; and

WHEREAS, this Resolution shall take effect upon approval of the Utility Special District Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH, UTILITY SPECIAL DISTRICT, RIVIERA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District Board approves the additional \$250,000.00 for emergency services with Johnson-Davis, Inc.

SECTION 2. That the Utility Special District Finance Director is authorized to make payments from Project Number 18143 in an amount not to exceed \$250,000.00.

SECTION 3: This Resolution shall take effect upon passage and approval by the Utility Special District Board.

PASSED AND APPROVED this _____, day of August, 2021.

RESOLUTION NUMBER 24-21UD

PAGE 2

APPROVED:

JULIA A. BOTEL, Ed.D.
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL
CLERK DISTRICT CLERK

KASHAMBA MILLER- ANDERSON
CO CHAIRPERSON

TRADRICK MCCOY
BOARD MEMBER

DOUGLAS A. LAWSON
BOARD MEMBER

SHIRLEY D. LANIER
BOARD MEMBER

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN WYNN,
DISTRICT ATTORNEY

Date: _____

MATERIALS AND/OR SERVICE CONTRACT

THIS CONTRACT made and entered into this 5th day of December, 2020 by and between **JOHNSON-DAVIS, INC.** hereinafter referred to as "**Independent Contractor**," whose mailing address is 604 Hillbrath Drive, Lantana, FL 33462, and the **CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, FLORIDA**, a municipal corporation, hereinafter referred to as "**District**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the CITY OF LAKE WORTH BEACH, FLORIDA posted an Invitation to Bid, to wit, IFB; and for Emergency Utility Repairs for Water, Wastewater and Stormwater; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the IFB allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, Independent Contractor desires to extend such to the District.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the IFB and 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.
3. That the District does hereby retain the services of the Independent Contractor for the purpose of Emergency Utility Repairs for Water, Wastewater and Stormwater as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. The initial term of this Contract shall be from the date of execution by the DISTRICT for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Contract. Rates shall remain firm for the first three (3) years of the Contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the District, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between 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 section 14, herein.
6. The District agrees to accept percentage of index as identified in the bid tabulation from the Independent Contractor, as set forth in more detail in the fee proposal, attached hereto as Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The District shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the District in pursuance of the scope of work contained herein or in an exhibit.
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.
8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the District.
9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of the Independent Contractor's personnel (and all Subcontractors) while on District premises will comply with all District requirements governing conduct, safety and security.
10. The Independent Contractor agrees that it is fully responsible to the District for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the District.
11. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed (and emailed) to:

Dr. Jimmie Johnson, Executive Director of Utilities
City of Riviera Beach
Utility Special District
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404
jljohnson@rivierabeach.org

And if sent to the Independent Contractor shall be mailed (and emailed) to:

Scott J. Johnson, President
Johnson-Davis, Inc.
604 Hillbrath Dr.
Lantana, FL 33462
561-585-5252

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

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

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

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

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

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

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

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

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

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

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

23. If the District elects to make the change, the District shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until

such written amendment is signed by the Independent Contractor, approved, and executed by the Executive Director for the District.

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

25. If applicable, the Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the District'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 District or employees of the District, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

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

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

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

29. 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. Moreover, in the event of litigation arising from this Contract, all parties voluntarily and intentionally waive any right to a trial by jury. The parties hereunder hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this Contract.

30. In accordance with Palm Beach County ordinance number 2011-009, the Independent Contractor understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Independent 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 District to be a material breach of this Contract justifying its termination.

31. 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, Independent Contractor shall continue to disclose to the District any possible conflicts of interests. The Independent Contractor's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the District.

32. The Independent Contractor shall comply with Florida's Public Records Act, and if determined to be acting on behalf of the City as provided under section 119.0701, Florida Statutes, by agreeing to:

- (a) Keep and maintain all public records by the City to perform the services.
- (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 Anthony, District Clerk, 600 West Blue Heron Blvd. Riviera Beach Florida, 33404, 561-845-4090 crobinson@rivierabeach.org

33. Time is of the essence in all respects under this Contract.

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

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE UTILITY SPECIAL DISTRICT OF RIVIERA BEACH

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

UTILITY SPECIAL DISTRICT
CITY OF RIVIERA BEACH

BY: 

JULIA A. BOTEL, Ed.D
CHAIRPERSON

JOHNSON-DAVIS INCORPORATED

BY: 

SCOTT J. JOHNSON
PRESIDENT

ATTEST

(SEAL)

BY: 

CLAUDENE L. ANTHONY, CMC
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 

DAWN S. WYNN
DISTRICT ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 

DR. JIMMIE JOHNSON
DIRECTOR OF UTILITIES

DATE: 12/5/2020

ATTACHMENT B

		Johnson-Davis Incorporated		
ITEM	DESCRIPTION	-	UNIT	PRICE
GENERAL CONDITIONS				
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$3,000.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$3,000.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$2,000.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$2,000.00
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	\$1,500.00
GC-6	Record Drawing (more than 40 LF of Utility Work)		LS	\$3,500.00
GC-7	Construction Survey		LS	\$500.00
GC-8	M.O.T. Residential Street		EA	\$500.00
GC-9	M.O.T. City Arterial Roadway		EA	\$1,500.00
GC-10	M.O.T. DOT Roadway		EA	\$3,000.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE	N/A
GC-12	Density Tests (actual cost reimbursement by City)		---	N/A
GC-13	Proctor Tests (actual cost reimbursement by City)		---	N/A
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)		---	N/A
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	N/A
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	N/A
GC-17	Applicable Permits (actual cost reimbursement by City)		---	N/A
WASTEWATER				
WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	\$40.00
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	\$75.00
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	\$45.00

F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	\$60.00
F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	\$55.00
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	\$65.00
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	\$65.00
F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	\$70.00
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	\$70.00
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	\$95.00
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	\$75.00
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	\$130.00
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	\$90.00
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	\$140.00
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	\$95.00
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	\$150.00
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	\$150.00
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	\$190.00
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	\$180.00
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	\$200.00
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	\$250.00
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	\$350.00
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	\$550.00
GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$40.00
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$75.00
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$45.00

F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$60.00
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$55.00
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$65.00
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$65.00
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$70.00
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$70.00
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$95.00
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$75.00
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$130.00
F-36	Furnish & Install 12-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$90.00
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$140.00
F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$95.00
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$150.00
F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$150.00
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$190.00
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$180.00
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$200.00
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$250.00
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$350.00
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$550.00
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$300.00
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$320.00
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$320.00
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$450.00
F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$620.00

F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$360.00
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$400.00
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$340.00
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$470.00
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$680.00
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$400.00
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$520.00
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$380.00
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$510.00
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$740.00
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$620.00
F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$780.00
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$800.00
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$700.00
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	\$800.00
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$680.00
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$1,000.00
Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation				
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	\$2,500.00
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	\$3,000.00
F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	\$4,500.00
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	\$5,000.00
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	\$3,500.00
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	\$4,000.00
Furnish & Install Gate Valve & Valve Box				
F-75	4" Gate Valve & Valve Box		EA	\$1,400.00

F-76	6" Gate Valve & Valve Box		EA	\$1,600.00
F-77	6" Plug Valve & Valve box		EA	\$2,700.00
F-78	8" Plug Valve & Valve box		EA	\$3,500.00
F-79	10" Plug Valve & Valve box		EA	\$4,000.00
F-80	12" Plug Valve & Valve box		EA	\$7,000.00
F-81	16" Plug Valve & Valve box		EA	\$10,000.00
F-82	20" Plug Valve & Valve box		EA	\$20,000.00
Furnish & Install Tapping Sleeve with Valve & Valve Box				
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,000.00
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,500.00
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$3,900.00
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,600.00
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,000.00
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$5,500.00
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,800.00
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,100.00
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,600.00
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$6,500.00
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,500.00
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,600.00
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$17,500.00
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,500.00
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,200.00
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,000.00
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$12,000.00
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$29,000.00
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,500.00
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$11,500.00
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$16,500.00
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$17,500.00
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$20,500.00
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$35,000.00
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$27,000.00
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$36,000.00
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$55,000.00

F-118	Wastewater Force Main 2" Air Release Valve w/Manhole		EA	\$8,000.00
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve		EA	\$3,000.00
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole		EA	\$8,000.00
Furnish & Install Line Stop inclusive of all appurtenances for a complete installation				
F-121	4" Insertion Line Stop		EA	\$4,000.00
F-122	6" Insertion Line Stop		EA	\$4,500.00
F-123	8" Insertion Line Stop		EA	\$5,500.00
F-124	10" Insertion Line Stop		EA	\$6,500.00
F-125	12" Insertion Line Stop		EA	\$10,000.00
F-126	16" Insertion Line Stop		EA	\$12,000.00
F-127	18" Insertion Line Stop		EA	\$18,000.00
F-128	20" Insertion Line Stop		EA	\$20,000.00
F-129	24" Insertion Line Stop		EA	\$30,000.00
F-130	30" Insertion Line Stop		EA	\$40,000.00
F-131	36" Insertion Line Stop		EA	\$50,000.00
Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:				
F-132	0' - 4' FT Deep		EA	\$5,000.00
F-133	4' - 6' FT Deep		EA	\$8,000.00
F-134	6' - 8' FT Deep		EA	\$10,000.00
F-135	8' - 10' FT Deep		EA	\$11,000.00
F-136	10' - 12' FT Deep		EA	\$12,000.00
F-137	12' - 14' FT Deep		EA	\$16,000.00
F-138	14' - 16' FT Deep		EA	\$18,000.00
F-139	16' - 20' FT Deep		EA	\$21,000.00
MISCELLANEOUS				
F-140	Core drill exist manhole (Any size)		EA	\$1,500.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$460.00
WATERMAIN**				
**Prices Quoted in the Water Main Section are Interchangeable with Raw Water Lines as needed				
WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological.				

W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main		LF	\$30.00
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main		LF	\$40.00
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main		LF	\$32.00
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main		LF	\$42.00
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main		LF	\$40.00
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main		LF	\$50.00
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main		LF	\$46.00
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main		LF	\$55.00
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main		LF	\$50.00
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main		LF	\$65.00
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main		LF	\$75.00
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main		LF	\$100.00
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main		LF	\$83.00
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main		LF	\$110.00
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main		LF	\$110.00
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main		LF	\$140.00
W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main		LF	\$140.00
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main		LF	\$160.00
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main		LF	\$150.00
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main		LF	\$200.00
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main		LF	\$220.00
W-22	Furnish & Install 36-Inch Class 200 DIP Water Main		LF	\$300.00
Furnish & Install Gate Valve & Valve Box				
W-23	4" Gate Valve & Valve Box		EA	\$1,400.00
W-24	6" Gate Valve & Valve Box		EA	\$1,600.00
W-25	8" Gate Valve & Valve Box		EA	\$1,800.00
W-26	10" Gate Valve & Valve Box		EA	\$3,000.00

W-27	12" Gate Valve & Valve Box		EA	\$3,500.00
W-28	16" Gate Valve & Valve Box		EA	\$8,500.00
Furnish & Install Butterfly Valve & Valve Box				
W-29	14" Butterfly Valve & Valve Box		EA	\$4,000.00
W-30	16" Butterfly Valve & Valve Box		EA	\$4,500.00
W-31	18" Butterfly Valve & Valve Box		EA	\$5,000.00
W-32	20" Butterfly Valve & Valve Box		EA	\$7,000.00
W-33	24" Butterfly Valve & Valve Box		EA	\$10,000.00
W-34	30" Butterfly Valve & Valve Box		EA	\$15,000.00
W-35	36" Butterfly Valve & Valve Box		EA	\$24,000.00
Furnish & Install Tapping Sleeve with Valve & Valve Box				
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,500.00
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
W-38	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$4,500.00
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,600.00
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,000.00
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$6,000.00
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,000.00
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,500.00
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,000.00
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$10,000.00
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,000.00
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,600.00
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$17,500.00
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,500.00
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,200.00
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,000.00
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$12,000.00
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$29,000.00
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,500.00
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,400.00
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,200.00
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,200.00
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$20,500.00
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$35,000.00
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,800.00

W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,600.00
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,800.00
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$12,000.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$16,800.00
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$27,000.00
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,600.00
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,800.00
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$16,400.00
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$32,000.00
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$10,000.00
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,500.00
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$12,600.00
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$14,500.00
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$33,800.00
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$39,000.00
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$62,000.00
Furnish & Install Line Stop includes all appurtenances for a complete installation				
W-88	4" Insertion Line Stop		EA	\$6,000.00
W-89	6" Insertion Line Stop		EA	\$8,000.00
W-90	8" Insertion Line Stop		EA	\$10,000.00
W-91	10" Insertion Line Stop		EA	\$12,000.00
W-92	12" Insertion Line Stop		EA	\$14,000.00
W-93	16" Insertion Line Stop		EA	\$30,000.00
W-94	18" Insertion Line Stop		EA	\$32,000.00
W-95	20" Insertion Line Stop		EA	\$33,000.00
W-96	36" Insertion Line Stop		EA	\$75,000.00
Fire Hydrants, Sample Points, ARVs				
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.		EA	\$7,000.00
W-98	Remove & Replace Fire Hydrant Assembly		EA	\$7,800.00
W-99	Bollards for Fire Hydrant		LS	\$300.00
W-100	Sample Points w/double strap saddle & corp stop		EA	\$1,000.00
W-101	Sample Points on Fire Hydrants		EA	\$1,000.00
W-102	2" Blowoff piping with box		EA	\$1,000.00
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")		EA	\$6,500.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")		EA	\$9,000.00
Water Services				

W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,200.00
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,400.00
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)		EA	\$2,000.00
W-108	Additional services on short service meter bank		EA	\$1,000.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$1,800.00
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$2,000.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)		EA	\$2,200.00
W-112	Additional services on long service meter bank		EA	\$1,000.00
Abandonment				
W-113	Cut existing watermain and connect proposed watermain		EA	\$4,000.00
W-114	Cut and plug existing watermain to be abandoned		EA	\$1,000.00
W-115	Abandon & grout fill existing 4-6" watermain		LF	\$15.00
W-116	Remove & dispose existing watermain		LF	\$20.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)		--	N/A
Miscellaneous				
W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$420.00
STORM WATER				
GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation				
S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	\$80.00
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	\$100.00
S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	\$80.00
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	\$100.00
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$80.00
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$100.00
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	\$100.00
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	\$120.00
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	\$110.00
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	\$120.00

S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	\$110.00
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	\$120.00
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$110.00
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$120.00
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	\$120.00
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	\$140.00
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	\$120.00
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	\$140.00
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$120.00
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$140.00
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	\$140.00
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	\$160.00
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	\$140.00
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	\$160.00
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	\$180.00
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	\$160.00
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	\$180.00
S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	\$160.00
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	\$180.00
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	\$200.00
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	\$200.00
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	\$220.00
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	\$180.00
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	\$200.00
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	\$220.00
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	\$240.00
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	\$280.00
S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	\$550.00
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	\$600.00
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	\$320.00
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	\$340.00
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	\$500.00
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	\$760.00
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	\$300.00
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	\$400.00
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	\$600.00
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	\$880.00
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	\$340.00

S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	\$440.00
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	\$640.00
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	\$920.00
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	\$400.00
S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	\$500.00
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	\$800.00
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	\$1,000.00
Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:				
S-56	0' - 4' FT Deep		EA	\$5,000.00
S-57	4' - 6' FT Deep		EA	\$7,000.00
S-58	6' - 8' FT Deep		EA	\$8,000.00
S-59	8' - 10' FT Deep		EA	\$10,000.00
S-60	10' - 12' FT Deep		EA	\$12,000.00
S-61	12' - 14' FT Deep		EA	\$14,000.00
S-62	14' - 16' FT Deep		EA	\$16,000.00
S-63	16' - 20' FT Deep		EA	\$20,000.00
Outfall Check Valves - includes pipe cleaning and installation for complete system				
S-64	15" WAPRO Check Valve		EA	\$8,500.00
S-65	18" WAPRO Check Valve		EA	\$9,500.00
S-66	24" WAPRO Check Valve		EA	\$16,000.00
S-67	36" WAPRO Check Valve		EA	\$24,000.00
S-68	42" WAPRO Check Valve		EA	\$35,000.00
S-69	48" WAPRO Check Valve		EA	\$45,000.00
S-70	54" WAPRO Check Valve		EA	\$55,000.00
S-71	60" WAPRO Check Valve		EA	\$65,000.00
S-72	66" WAPRO Check Valve		EA	\$75,000.00
S-73	72" WAPRO Check Valve		EA	\$85,000.00
MISCELLANEOUS				
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$460.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying		HR	\$600.00

	or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup.			
RESTORATION				
R-1	Removal and disposal of 6" thick concrete		SF	\$10.00
R-2	Furnish & Install 4" Concrete without wire		SF	\$18.00
R-3	Furnish & Install 6" Concrete without wire		SF	\$24.00
R-4	Furnish & Install ADA compliant detectable surface		EA	\$500.00
R-5	Furnish & Install FDOT Type "D" Curb - by hand		LF	\$100.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine		LF	\$80.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand		LF	\$100.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine		LF	\$80.00
R-9	Furnish & Install FDOT Valley Gutter - by hand		LF	\$100.00
R-10	Furnish & Install FDOT Valley Gutter - by machine		LF	\$80.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF		SF	\$2.00
R-12	Furnish & Install Bahia Sod - over 1000 SF		SF	\$1.00
R-13	Furnish & Install Floratam Sod - up to 1000 SF		SF	\$4.00
R-14	Furnish & Install Floratam Sod - over 1000 SF		SF	\$2.00
R-15	Furnish & Install FDOT seed & mulch mix		SY	\$10.00
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix		HR	\$100.00
R-17	Removal and Disposal of Existing Asphalt Pavement		SY	\$10.00
R-18	Mill Existing Pavement (3/4" - 1" avg)		SY	\$60.00
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)		SY	\$90.00
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course		SY	\$78.00
R-21	Furnish and Install 1" Type S-III Surface Course		SY	\$60.00
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way		SY	\$80.00
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way		SY	\$100.00
R-24	FDOT Flowable Fill (Excavatable)		CY	\$400.00
R-25	Leak Repairs (structures) - Grouting		GAL	\$200.00
R-26	Ground Stabilization Grouting		CY	\$600.00
R-27	6" Limerock/ Crushed Concrete Base, primed		SY	\$46.00
R-28	8" Limerock/ Crushed Concrete Base, primed		SY	\$50.00

R-29	12" Compacted Subgrade, 98% T-180		SY	\$24.00
R-30	Adjust manhole ring and cover to grade		EA	\$750.00
R-31	Adjust valve box to grade		EA	\$500.00
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)		SF	\$40.00
CURED-IN-PLACE PIPE LINING*				
*Cured-in-place lining prices shall be inclusive of pre-video, cleaning, post-video and anything else for a complete installation in gravity sanitary or storm sewer				
L-1	Furnish and install 6"-12" diameter CIPP sectional liner, up to 6-ft in length		EA	\$6,000.00
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$100.00
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length		EA	\$8,000.00
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$120.00
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length		EA	\$12,000.00
L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$150.00
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	\$75.00
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	\$80.00
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	\$85.00
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	\$80.00
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	\$85.00
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	\$90.00
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	\$85.00
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	\$90.00
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	\$95.00
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	\$90.00
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	\$95.00
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	\$100.00
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	\$95.00
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	\$100.00
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	\$105.00
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	\$100.00
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	\$105.00
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	\$110.00
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	\$105.00
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	\$110.00
L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	\$115.00
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	\$130.00
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	\$135.00
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	\$145.00
L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	\$170.00

L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	\$175.00
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	\$180.00
BY-PASS PUMP SET UP WITH BY-PASS PUMPING				
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	\$1,200.00
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	\$1,400.00
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	\$1,800.00
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	\$2,000.00
WELL POINT SYSTEM AND DE-WATERING				
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$2,800.00
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$3,000.00
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL				
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	\$60.00
BF-2	Imported Backfill & Compaction		CY	\$50.00

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 8/18/2021

Agenda Category:

Subject: PHASE II ENVIRONMENTAL SITE ASSESSMENT

Recommendation/Motion: The Utility Special District recommends the approval of the associated Resolution for the Phase II Environmental Site Assessment.

Originating Dept	UTILITY SPECIAL DISTRICT	Costs	\$42,810
User Dept.	UTILITY SPECIAL DISTRICT	Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

The City of Riviera Beach (City) Utility Special District (USD) plans to develop a new Water Treatment Plant (WTP) that will be located at the old Public Works (PW) property located on Avenue L just south of Blue Heron Boulevard (site). The existing site once held PW facilities, which have been demolished with only an operating vehicle fueling facility remaining. The City recently acquired a 1.9-acre adjoining parcel of land that fronts Blue Heron Boulevard to create a combined parcel of 8.3 acres that may be used to locate the planned TP and multiple City departmental functions include:

1. Utilities Special District;
2. Public Works; and
3. Other City departments/facilities, to be determined.

A Phase I Environmental Site Assessment (ESA) was conducted at the site in January 2020 to provide an initial assessment of environmental conditions. Several recognized environmental conditions (RECs) were identified in the Phase I ESA related to areas where there is a potential for subsurface contamination (i.e. existing and former underground storage tanks (USTs) and groundwater contamination migrating beneath the site from an offsite property (Solitron). A limited Phase II ESA was recommended around the identified RECs to enhance RBUSD's understanding of baseline environmental conditions prior to initiating development activities at the Site.

To ensure environmental conditions are taken into account prior to design and construction of a new water treatment plant, BC is to conduct a limited Phase 2 Environmental Site Assessment at the former PW site.

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
8_9_21_Brown__Caldwell_Memo_to_Board_JBDJ.docx	Memo to Board	8/11/2021	Cover Memo
Phase_II_ESA_Resolution_(002)dj.docx	Resolution	8/11/2021	Resolution
RBUSD_Phase_2_ESA_proposal_5_27_21_Final.pdf	RBUSD Phase 2 ESA proposal	8/10/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Utility	Monroe, Luecinda	Approved	8/10/2021 - 3:44 PM
Purchasing	Admin, Default	Approved	8/10/2021 - 3:47 PM
Finance	sherman, randy	Approved	8/10/2021 - 5:51 PM

Attorney	Wynn, Dawn	Approved	8/10/2021 - 6:41 PM
City Clerk	Robinson, Claudene	Approved	8/11/2021 - 8:02 AM
City Manager	Jacobs, Deirdre	Approved	8/11/2021 - 7:36 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: DEIRDRE M. JACOBS, ACTING EXECUTIVE DIRECTOR

SUBJECT: PHASE II SITE ASSESSMENT

DATE: AUGUST 18, 2021

CC: GENERAL PUBLIC

Background:

The City of Riviera Beach (City) Utility Special District (USD) plans to develop a new Water Treatment Plant that will be located at the old Public Works (PW) property located on Avenue L just south of Blue Heron Boulevard. The respective existing site once held Public Works facilities that have been demolished and only an operating vehicle fueling facility remains.

The City recently acquired a 1.9-acre adjoining parcel of land that fronts Blue Heron Boulevard to create a combined parcel of 8.3 acres that is intended to be used to locate the planned Water Treatment Plant, as well as multiple City departments to include:

1. Utilities Special District,
2. Public Works Department and
3. Possibly other City departments/facilities (yet to be determined).

A Phase I Environmental Site Assessment (ESA) was conducted in January 2020 to provide an initial assessment of environmental conditions. Several recognized environmental conditions (RECs) were identified in the Phase I ESA related to areas where there is a potential for subsurface contamination (i.e., existing and former underground storage tanks (USTs) and groundwater contamination migrating beneath the site from an offsite property (Solitron).



As a result, a limited Phase II ESA was recommended around the identified RECs to enhance RBUSD's understanding of baseline environmental conditions prior to initiating development activities at the subject site.

To this end, in an effort to ensure environmental conditions are taken into account prior to designing and constructing a new water treatment plant, Brown and Caldwell is being contracted to conduct a limited Phase 2 Environmental Site Assessment at the former Public Works site.

City Goal:

The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

This is a FY2021 Capital Budget expenditure, page 254 in an amount not to exceed \$42,810 for Facility Enhancement, Project Number 18160.

Recommendation:

The Utility Special District recommends the approval of the associated Resolution for the Phase II Environmental Site Assessment.

Attachment:

Resolution



RESOLUTION NUMBER 25-21UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVES THE PROPOSAL FROM BROWN & CALDWELL TO CONDUCT A PHASE II ENVIRONMENTAL SITE ASSESSMENT FOR THE PROPOSED WATER TREATMENT PLANT SITE; AUTHORIZING THE UTILITY SPECIAL DISTRICT FINANCE DIRECTOR TO MAKE PAYMENTS FROM PROJECT NUMBER 18160 IN THE AMOUNT NOT TO EXCEED \$42,810.00 AFTER WORK AUTHORIZATIONS HAVE BEEN ISSUED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach (City) Utility Special District (USD) plans to develop a new Water Treatment Plant that will be located at the old Public Works property located on Avenue L just south of Blue Heron Boulevard (the “site”); and

WHEREAS, the City has elected to pursue a design-build approach to advance its development objectives for the site and anticipates moving ahead with initiating the procurement of a Design-Build Development Team; and

WHEREAS, a Phase I Environmental Site Assessment (ESA) was conducted at the site in January 2020 to provide an initial assessment of environmental conditions; and

WHEREAS, several recognized environmental conditions (RECs) were identified in the Phase I ESA related to areas where there is a potential for subsurface contamination (i.e. existing and former underground storage tanks and groundwater contamination migrating beneath the site from an offsite property (Solitron); and

WHEREAS, a limited Phase II ESA was recommended around the identified RECs to enhance RBUSD’s understanding of baseline environmental conditions prior to initiating development activities at the respective site.

RESOLUTION NUMBER 25-21UD
PAGE 2 OF 3

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

SECTION 1. That the Utility Special District Board approves the proposal from Brown & Caldwell to conduct a Phase II Environmental Site Assessment for the proposed water treatment plant site.

SECTION 2. Authorizing the Utility Special District Finance Director to make payments from Project Number 18160, in an amount not to exceed \$42,810.00.

SECTION 3. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED THIS ____ DAY OF ____ 2021.

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**RESOLUTION NUMBER 25-21UD
PAGE 3 OF 3**

APPROVED:

**SHIRLEY D. LANIER
CHAIRPERSON**

ATTEST:

**CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK**

**KASHAMBA MILLER-ANDERSON
VICE CHAIRPERSON**

**TRADRICK MCCOY
BOARD MEMBER**

**JULIA A. BOTEL, Ed.D
BOARD MEMBER**

**DOUGLAS A. LAWSON
BOARD MEMBER**

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

REVIEWED AS TO LEGAL SUFFICIENCY

**DAWN S. WYNN,
DISTRICT ATTORNEY**

DATE: _____

EXHIBIT A
SCOPE OF SERVICES

**Proposal to City of Riviera Beach Utilities Special District for Development of Site Plan for
the Proposed Utilities and Public Works Campus
Work Authorization No. 6
(May 27th , 2021)**

1. BACKGROUND

The City of Riviera Beach (City) Utilities Special District (RBUSD) plans to develop a new Water Treatment Plant (WTP) that will be located at the old Public Works (PW) property located on Avenue L just south of Blue Heron Boulevard (site). The existing site once held PW facilities which have been demolished with only an operating vehicle fueling facility remaining. The City recently acquired a 1.9 acre adjoining parcel of land that fronts Blue Heron Boulevard to create a combined parcel of 8.3 acres that may be used to locate the planned WTP and multiple City departmental functions inclusive of:

1. Utilities Special District (USD);
2. Public Works (PW); and
3. Other City departments/facilities, to be determined.

A Phase I Environmental Site Assessment (ESA) was conducted at the site in January 2020 to provide an initial assessment of environmental conditions. Several recognized environmental conditions (RECs) were identified in the Phase I ESA related to areas where there is a potential for subsurface contamination (i.e. existing and former underground storage tanks (USTs) and groundwater contamination migrating beneath the site from an offsite property (Solitron). A limited Phase II ESA was recommended around the identified RECs to enhance RBUSD's understanding of baseline environmental conditions prior to initiating development activities at the Site. BC's objectives are to support this procurement initiative in the following areas:

1. Conduct a limited Phase 2 Environmental Site Assessment (ESA) at the former PW site
2. Provide as-needed advisory support related to the Phase II ESA findings

2. SCOPE OF SERVICES

Brown and Caldwell (Consultant) will perform the scope of services as described herein.

Task 1 - Phase II ESA Project Kickoff and Coordination

Task Objectives: This task includes project planning, project kick off, team coordination and a project kickoff meeting.

Activities:

1. Conduct project set-up activities that include administrative activities required to manage project delivery.
2. Prepare for and participate in kickoff meeting (will be held using Microsoft Teams video conferencing system)

Task 2 – Limited Phase 2 ESA

Task Objectives: Supplemental site investigation activities, consisting of a limited Phase II ESA, will be conducted at the former PW site to determine whether environmental conditions exist that could impact the future use of the site (e.g., location of major structures and/or require special consideration during construction). This task will build on the results of a previous Phase I ESA that indicated the potential presence of soil and groundwater contaminants at the former PW site arising from 1) the former and/or current USTs, 2) the historical use and storage of hazardous materials on the site, and 3) the migration of contaminated groundwater beneath the site from a nearby offsite property (Solitron).

The limited Phase II ESA will generally target areas of potential contamination, based on the results of the Phase I ESA, and will provide an overall screening level assessment of environmental conditions at the former PW site. The proposed sample locations examined will not be tied to specific planned building locations since specific development plans have not yet been developed. Based on the results of this limited Phase II ESA, additional limited Phase II ESA activities may be needed in the future once the layout of the planned WTP and buildings have been determined to further evaluate environmental conditions in proposed construction/building areas and determine if environmental remediation is needed in these areas prior to and/or during construction. In addition, RBUSD should be aware that appropriate regulatory agencies may require notification if contaminants are detected above regulatory criteria.

The scope of the limited Phase II ESA is provided below.

Activities:

1. Coordination and Health and Safety - Prior to initiating the limited Phase II ESA at the Site, Brown and Caldwell will coordinate with the subcontractors (driller, surveyor, and analytical laboratory) regarding schedule and work scope. In addition, a project-specific Health and Safety Plan (HASP) will be prepared for this proposed scope of work. The HASP will be in compliance with current State of Florida and Federal OSHA regulations.
2. Limited Phase II ESA - This activity includes all field work associated with the proposed limited Phase II ESA. The limited Phase II ESA at the Site will consist of soil,

soil vapor, and groundwater sample collection. All field work will be performed under the supervision of a State of Florida Professional Geologist or Engineer and will be completed in accordance with the Project-specific HASP. The proposed limited Phase II ESA is intended to assess for the presence of constituents of concern (COCs) originating from the former PW Site (i.e., hazardous materials storage areas and the former and/or current USTs and fueling system) and whether groundwater contamination has migrated beneath the Site from offsite (i.e. Solitron). Delineation or further assessment of any identified impacts is not proposed as part of this limited Phase II ESA. Twelve borings are proposed at the Site with five of the borings being converted to temporary groundwater monitoring wells. See attached figure for proposed sampling locations. Brown and Caldwell will work with the RBUSD representative to coordinate safe access to proposed sample locations and limit disruption to any site activities to the extent possible. The work will generally proceed as follows:

Soil and Groundwater Sampling

- a. Prior to mobilization, drilling subcontractor will notify Sunshine 811 to allow affected utility companies the opportunity to mark the location of any buried utility lines at the site. The locations of the utility lines on the site are to be provided by RBUSD prior to commencement of the field work. In addition, drilling subcontractor will perform utility locates to minimize the risk of encountering underground utilities during drilling operations.
- b. Final boring locations will be identified in the field based on the utility locate and location accessibility. The soil borings will be advanced by hand auguring to a depth of 5 feet below ground surface (bgs) to minimize the potential for damage to unidentified subsurface utilities. The borings will then be advanced approximately 5 feet into the groundwater table to their final depth of approximately 15 feet bgs using direct push drilling technology (DPT). Based on the Phase I ESA, groundwater is expected to be encountered between approximately 8 and 10 feet bgs. Decontamination activities will be performed, as needed, to prevent cross contamination of media between boring and sampling locations.
- c. In order to assess for a potential vapor encroachment condition for the proposed buildings, 5 soil vapor samples will be collected across the site. The vapor samples will be collected at approximate 5 feet bgs and the vapor samples will be analyzed by a Florida-certified analytical laboratory for VOCs using USEPA method TO-15 on a 10-day turnaround time (TAT).
- d. Twelve soil borings will be installed with soil samples collected at approximately 1, 5 and 10 feet bgs. For locations located in asphalt or concrete, a sample will be collected immediately below the base of the fill beneath the asphalt or concrete. One soil sample from each boring will be submitted for laboratory analysis. The samples submitted for analysis will be those evidencing the most potential for impact based on field screening [e.g., photoionization potential detector (PID)] and visual observations (e.g., sheen, staining/discoloration). If there is no indication of contamination via field screening then the 1 or 5-foot sample will be analyzed

depending upon its location. The surficial samples from the former debris areas will be analyzed for asbestos and metals due to the historical storage of transite clay piping and other debris in these areas.

- e. One grab groundwater sample will be collected from 5 of the 12 borings via temporary piezometers (1-inch PVC with a 5-foot screen). The groundwater samples will be analyzed on 10-day TAT for Total Petroleum Hydrocarbons (TPH) and volatile organic compounds (VOCs).
- f. The soil and groundwater samples will be placed on ice and shipped under chain of custody to a Florida-certified laboratory for analysis. The soil samples will be analyzed on 10-day TAT for TPH. In addition, based on PID readings and TPH results, soil samples may be analyzed for semi-volatile organic compounds (SVOCs), and/or RCRA-8 metals. Quality assurance/quality control (QA/QC) samples will consist of one duplicate (for groundwater), one equipment blank, and one trip blank. Samples requested to be analyzed on an expedited TAT, if any, will incur analytical laboratory surcharges.
- g. The laboratory data will be reviewed in accordance with USEPA Level 2 Data Review.
- h. The sample locations will be surveyed and then the borings will be backfilled per the appropriate State guidelines with a surface completion that is consistent with the existing surface.
- i. Contaminated personal protective equipment (PPE), soil, well purge water, and decontamination water generated during the limited Phase II ESA shall be placed in 55-gallon drums for management and disposal as investigation-derived waste material (IDW). Estimated disposal costs have been included in this scope of work.

Deliverables:

- 1. Phase II ESA Technical Memorandum (TM). Brown and Caldwell shall submit a draft TM to RBUSD for review and comment. The TM will contain a summary of the Phase 2 results with analytical data tables and a site map with surveyed sample locations and estimated areas of impacted soil/soil vapor/groundwater, if any. Any detected concentrations will be compared to applicable FDEP screening criteria. The draft TM will be submitted approximately 45 days after receipt of laboratory analytical results. Brown and Caldwell budgeted for one 60-minute conference call with RBUSD to review/discuss the findings identified in draft TM and potential next steps. Following receipt of one set of compiled comments on the draft TM from RBUSD, a final TM will be prepared incorporating RBUSD comments, as appropriate.

Schedule

The project will be completed within 90 days of authorization to proceed.

Compensation

The Consultant shall perform the services defined in Tasks 1 and 2 of this Scope of Work on a time and materials basis for a fee of \$42,810. Invoices shall be submitted monthly and identify the breakdown of actual hours worked on approved activities for the billing period.

A breakdown of the proposed fee is provided below.

Task	Description	Proposed Fee
1	Project Kickoff and Coordination Activities	\$2,000
2	Limited Phase 2 ESA (BC labor)	\$18,500
	Subcontractors and Expenses	\$22,310
	Equipment and Expenses	\$1,850
	Cascade Drilling	\$8,800
	Pace Analytical Laboratories	\$7,150
	Brown and Phillips Surveyors	\$2,310
	Waste disposal (TBD) – Budget Allocation	\$2,200
	Total	\$42,810

Agreement

The proposed work will be implemented under the existing General Engineering Consultant Services Agreement, dated August 21st, 2018, between the City of Riviera Beach Utility Special District and Brown and Caldwell.

Assumptions

The following general assumptions in preparing the scope of work and costs for the Phase 2 ESA task:

1. Client is responsible for providing BC with unrestricted access to the site. BC is not responsible for delays in the project schedule that result from delays in obtaining access to the site. BC and our subcontractors will follow any COVID-19 health and safety Site requirements.
2. The cost assumes one mobilization to the site and one drilling team working two 10-hour days. Additional time or mobilizations due to weather or other factors out of Brown and Caldwell's control are not included.
3. Field costs for drilling assumes asphalt/concrete coring may be necessary at the boring locations.
4. A maximum of twelve (12) soil samples and up to eight (8) water samples will be analyzed for TPH and VOCs. A maximum of 4 soil samples will be analyzed for SVOCs and metals and 2 soil samples will be analyzed for asbestos content. Six vapor samples will be analyzed for VOCs. Samples will be submitted to Pace Laboratories (Pace), a State of Florida certified analytical testing laboratory.
5. Risk assessment and/or vapor intrusion modeling for any detected constituents is not included but can be added at a later date for additional fee, if requested.
6. The IDW will be characterized as non-hazardous. Decontamination of the drilling equipment will be performed in a designated area and coordinated with the property

owner. IDW drum(s) will be staged in an area designated by the property owner and picked up by the Brown and Caldwell subcontractor for disposal at a later date.

7. Any waste materials existing or generated at the Site, whether or not associated with this scope of work, shall at no time become the property of or liability of BC.

SUBMITTED FOR APPROVAL BY:

A handwritten signature in blue ink, appearing to read 'Albert'.

Albert Perez, P.E., Vice President

BROWN AND CALDWELL

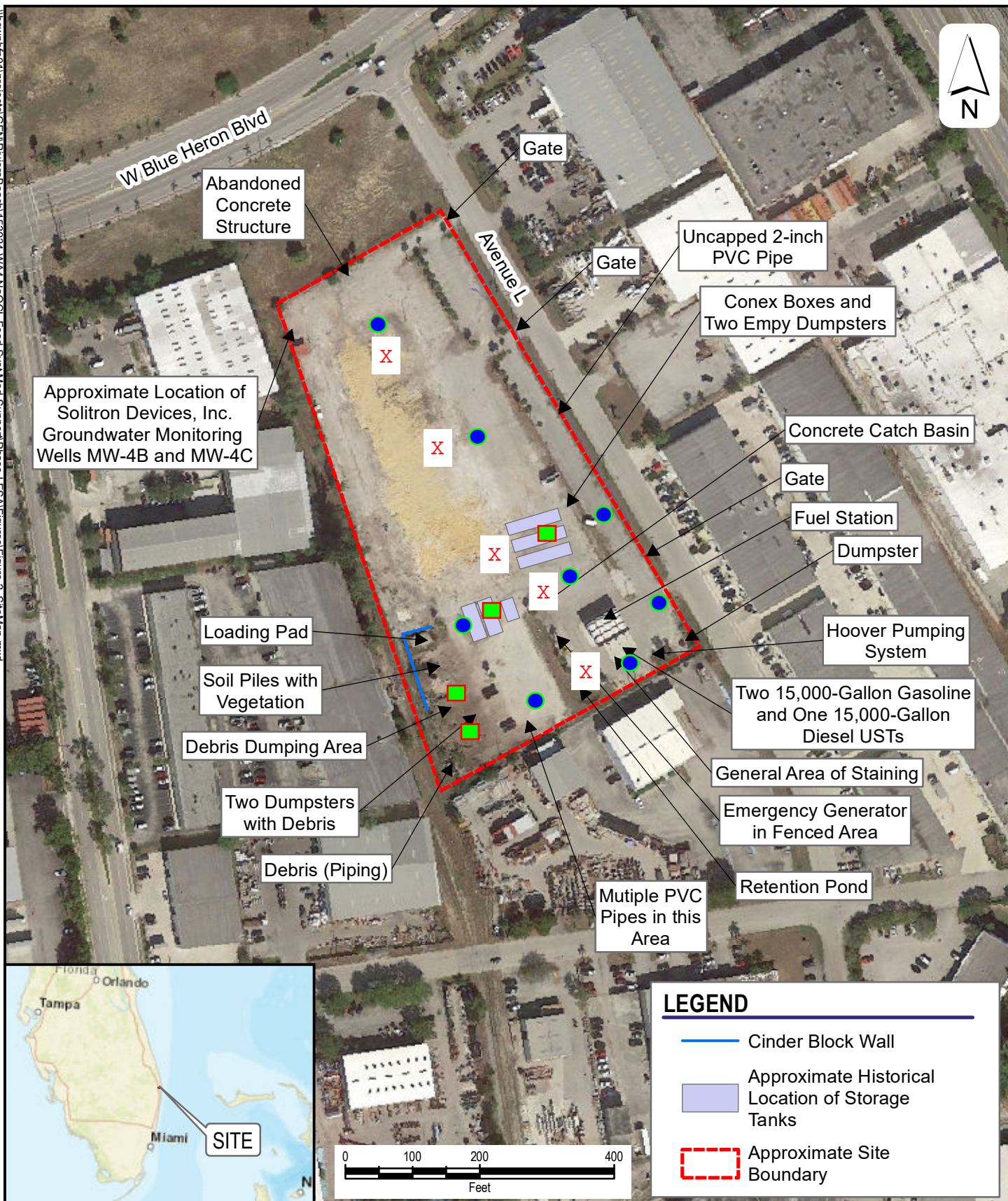
PREPARED BY:

A handwritten signature in blue ink, appearing to read 'Nigel'.

Nigel Grace, P.E., Vice President

BROWN AND CALDWELL

\\owbpb01\projects\GEN\River\Beach\153934 W4\NaOCL Feed Syst Mod Support\Phase 1\ESAT\figures\Figure 2_SiteMap.mxd



Brown AND Caldwell

PREPARED FOR:
City of Riviera Beach, FL

DATE:	02/03/2020
SCALE:	AS SHOWN
DRAWN BY:	DRM
CHECKED BY:	RR
PROJECT #:	153116

Figure 2
Site Map

2391 Avenue L
Riviera Beach, Florida

All locations Approximate

- Proposed groundwater sampling location
- Proposed soil vapor sampling location
- Proposed soil sampling location

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

Meeting Date: 8/18/2021

Agenda Category:

Subject: DISCUSSION AND DELIBERATION OF THE UTILITY SERVICE AGREEMENT, SPECIFICALLY TO AMEND THE SERVICE AGREEMENT TO MORE CLEARLY DESIGNATE THE FUNCTIONS OF THE USD DIRECTOR AND THE CITY MANAGER IN OVERSEEING THE OPERATIONS AND ADMINISTRATIVE FUNCTIONS OF THE USD.

DAWN S. WYNN, DISTRICT ATTORNEY, 561-845-4068

Recommendation/Motion:

Originating Dept	DISTRICT ATTORNEY	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

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:

File Name	Description	Upload Date	Type
Memo_to_Mayor_and_District_Board_Discussion_to_Amend_Service_Agreement.docx	Memo to Mayor and Board Discussion	8/2/2021	Cover Memo
Resolution_creating_the_USD_and_USD_Charter.pdf	USD Charter	8/2/2021	Agreement
Utility_Services_Agreement_between_CRB_and_CRB_Utility_Special_District.pdf	Utility District Service Agreement	7/27/2021	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Busby, Lina	Approved	8/5/2021 - 9:47 AM
Purchasing	Williams, Glendora	Approved	8/5/2021 - 10:33 AM
Finance	sherman, randy	Approved	8/9/2021 - 2:07 PM
Attorney	Busby, Lina	Approved	8/10/2021 - 3:44 PM
City Clerk	Robinson, Claudene	Approved	8/10/2021 - 4:46 PM
City Manager	Jacobs, Deirdre	Approved	8/11/2021 - 7:36 PM



CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, DISTRICT CHAIRPERSON AND DISTRICT BOARD

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: DAWN S. WYNN, DISTRICT ATTORNEY

SUBJECT: DISCUSSION TO AMEND THE UTILITY SERVICE AGREEMENT TO MORE CLEARLY DESIGNATE THE FUNCTIONS OF THE UTILITY DISTRICT DIRECTOR AND THE CITY MANAGER IN OVERSEEING THE OPERATIONS AND ADMINISTRATIVE FUNCTIONS OF THE UTILITY SPECIAL DISTRICT.

DATE: AUGUST 18, 2021

CC: GENERAL PUBLIC

Florida Statutes, Section 189, authorizes the creation of special districts. Specifically, Section 189.4041, F.S., authorizes the creation of dependent special districts pursuant to a Charter adopted by ordinance of the city. On May 26, 2004, the City of Riviera Beach adopted the Charter for the Utility Special District (hereinafter “District”) via Ordinance No. 2972.

Pursuant to the District Charter, the Board is authorized to enter into a Utility Services Agreement, an agreement between the City and the District pursuant to which the City shall provide operating and management personnel to the District and shall provide other general fund services for the District, including, but not limited to, the services of the City Financial Department, Legal Department, Clerk’s Office and City Manager’s Office.

On September 23, 2004, the City and the District entered into a Utility Services Agreement in which, amongst other things, the City agreed to provide employees to the District for operational and administrative services.

The USD Board will discuss amending the Utility Service Agreement to more clearly designate the functions of the Utility District Director and the City Manager in overseeing



the operations and administrative functions of the District.

Citywide Goals:

Enhance Government Stewardship.

Budget/Fiscal Impact:

There is no fiscal impact associated with this item

Recommendation(s):

The Office of the City Attorney recommends the Board engage in a discussion about proposed amendments to the Utility Service Agreement.

Attachment:

1. Utility Special District Charter.
2. Utility Services Agreement between the City and the District.



ORDINANCE NO. 2972

**AN ORDINANCE OF THE CITY OF RIVIERA BEACH,
PALM BEACH COUNTY, FLORIDA CREATING THE
CITY OF RIVIERA BEACH UTILITY SPECIAL
DISTRICT; ADOPTING THE SPECIAL DISTRICT
CHARTER; PROVIDING FOR CONFLICTS,
CODIFICATION AND SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Article VIII, Section 1, of the Florida Constitution, and other applicable laws, the City Council of the City of Riviera Beach, Florida, as a Home Rule municipality, has all powers of local self government to perform city functions and to render city services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of city ordinances; and

WHEREAS, pursuant to Chapter 189, Florida Statutes, the Uniform Special District Accountability Act of 1989, as amended from time to time, municipalities may create a Special District to perform special purposes, including, but not limited to, the acquisition, financing, operation, management, repair, replacement, renewal, extension and expansion of public infrastructure for the provision of municipal services; and

WHEREAS, the City has determined that it is in its best interests and the best interests of its residents and the public to create, own, improve, construct, operate and maintain a utility special district, and that a utility special district is the best alternative to accomplish the City's utility infrastructure purposes, for the following reasons:

(1) From the public perspective, in order to promote the public health, safety and welfare of the City, and to protect and preserve the environment in and around the City, the creation of a utility special district best serves the public and is in the public interest by allowing greater flexibility for the City to fund and operate necessary capital infrastructure projects.

(2) The City must meet the comprehensive planning requirements of Chapter 163, Florida Statutes, which mandate that Florida local governments, including the City, coordinate available sources of funding and the availability of infrastructure. The creation of a utility special district will be a major factor in such required infrastructure funding and project coordination between utility infrastructure and City general fund infrastructure development.

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

ORDINANCE NO. 2972
PAGE 2

SECTION 1. The City is authorized by the Florida Constitution and the provisions of applicable Florida laws, including, but not limited to, Section 189.4041, Florida Statutes, to create a dependent utility special district, and to construct, reconstruct, improve, and extend City utility systems and to issue revenue bonds and other debts if needed to finance in whole or part the cost of such utility systems and to establish just and equitable rates, fees, and charges for the services and facilities provided by the utility systems.

SECTION 2. In accordance with the requirements of Section 189.4041, Florida Statutes, the City hereby adopts the Utility Special District Charter which is attached to this Ordinance (the "Charter") and made a part hereof. The Charter sets forth each of the requirements of Section 189.4041(4), Florida Statutes.

SECTION 3. All ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance or Charter are repealed to the extent of any conflict.

SECTION 4. The provisions of the Charter shall be codified in the City Code.

SECTION 5. In the event that any portion or section of this Ordinance, including, but not limited to, the Charter, is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance or the Charter which shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect immediately upon its adoption by the City Council.

PASSED AND APPROVED on first reading this 2ND day of JUNE, 2004.

PASSED AND ADOPTED on second and final reading this 16 day of June, 2004.

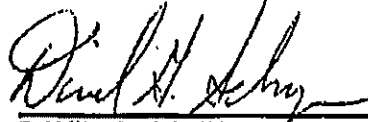
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ORDINANCE NO. 2972
PAGE 3

APPROVED:

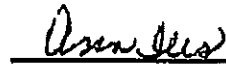


MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

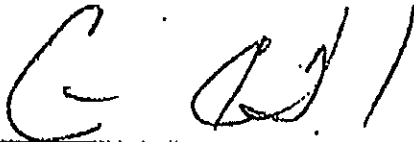


ANN ILES
CHAIR PRO-TEM

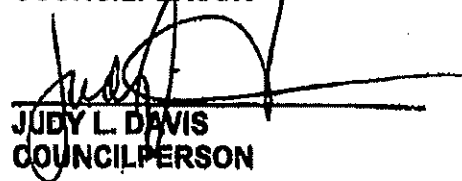
ATTEST:



DONALD R. WILSON
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



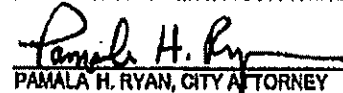
JUDY L. DAVIS
COUNCILPERSON

ABSENT



ELIZABETH "LIZ" WADE
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE: 5/26/04

ORDINANCE NO. 2972
PAGE 4

MOTIONED BY: E. WADE

MOTIONED BY: D. WILSON

SECONDED BY: D. WILSON

SECONDED BY: A. ILES

1ST READING

2ND & FINAL READING

D. SCHNYER AYE

AYE

A. ILES AYE

AYE

D. WILSON AYE

AYE

J. DAVIS AYE

AYE

E. WADE AYE


ABSENT

ORDINANCE NO. 2972
PAGE 5

CERTIFICATION OF PUBLICATION

I hereby certify that notice of the proposed enactment of this Ordinance was duly published in a newspaper of general circulation within the City of Riviera Beach as required by the applicable Florida Statutes.

June 16, 2004
Date



Carrie E. Ward, MMC
City Clerk

EXECUTION COPY

**CHARTER OF THE
CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

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**CHARTER OF THE
CITY OF RIVIERA BEACH UTILITY DISTRICT**

THIS CHARTER, enacted by the City of Riviera Beach, Florida ("City") as of _____, 2004 (the "Charter"), by Ordinance No: 2004-__ (the "Enabling Ordinance");

WHEREAS, Chapter 189, Florida Statutes (the "Special District Act"), authorizes the creation of special districts; and

WHEREAS, Section 189.4041, Florida Statutes, authorizes the creation of dependent special districts pursuant to a Charter adopted by Ordinance of the City; and

WHEREAS, the City has determined that it is in the City's best interests to create such a legal entity to acquire, own, improve, expand, operate and maintain the City's water and wastewater utilities.

NOW, THEREFORE, in consideration of the foregoing the Charter for "The City of Riviera Beach Utility Special District," a legal entity and public body and special district of the City, with all of the privileges, benefits, powers and terms of the Special District Act, the City's Charter, and this Charter, is hereby created for the purposes described herein, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. The following definitions shall govern the interpretation of this Charter:

"Act" shall mean, collectively, the Special District Act, Chapter 166, Florida Statutes, Chapter 180, Florida Statutes, the City Charter, and other applicable provisions of law.

"AGRF" represents certain fixed costs of the District's Utility System not used and useful to the on-line customers incurred by the Utility System to preserve unused system capacity for future customers until such customers connect to the Utility System and begin paying monthly service fees. The Utility System has determined that based on industry standards, such preservation of capacity for future customers reasonably extends for a period of sixty months. Accordingly, AGRF is calculated based upon the then current monthly readiness to serve charge at the appropriate meter size for a connected customers times sixty, and shall be paid for all equivalent residential units (ERU's) associated with any future customers connecting the Utility System at the time of service initiation by the future customer.

"Board" shall mean the governing board of the District.

"City" shall mean the City of Riviera Beach, Florida.

"City Council" shall mean the City of Riviera Beach, Florida Council.

"City Utility Facilities" shall mean the water and wastewater facilities, property and assets owned by the City which shall be acquired by the District.

"Charter" shall mean this Charter, including any amendments hereto.

"Cost" when used in connection with a Project, shall mean (1) the District's cost of construction; (2) costs of acquisition by or for the District of such Project; (3) costs of land and interests thereon and the cost of the District incidental to such acquisition; (4) the cost of any indemnity and/or surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Obligations relating to the Project during the period of acquisition and construction of such Project and for a reasonable period subsequent to completion of acquisition and construction as the Board may determine by resolution; (6) engineering, legal and other consulting fees and expenses; (7) costs and expenses of the financing incurred for such Project, including audits, fees and expenses of any paying agent, registrar, trustee, consultants, attorneys, engineers, credit enhancers or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Project; (9) costs of machinery, equipment, supplies and spare parts required by the District for the commencement of operation of such Project or continuation of operation of such Project; and (10) any other costs properly attributable to such Project or to the issuance of Obligations which finance or refinance such Project, as determined by generally accepted accounting principles applicable to such Project, and shall include reimbursement to the District for any such items of cost paid by the District prior to issuance of the Obligations issued to finance such Project. Additional items of cost may be provided pursuant to the Financing Documents.

"Director" shall mean each individual member of the Board.

"District Facilities" shall mean the District's water production, transmission, treatment and distribution facilities and property, and the District's wastewater treatment, collection and disposal facilities and property, including reuse and reclaimed water facilities, as they may be modified, improved or expanded from time to time, which are owned, leased, operated, managed and/or used, from time to time, by the District to provide public water and wastewater services. District Facilities shall include all property, real or personal, tangible or intangible, now or hereafter owned, leased, operated or managed by the District in connection with the provision of public water and wastewater services, and any other facilities acquired by the District from time to time for the provision of any other utility services.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the District Board, as well as any indenture of trust, trust agreement or other instrument relating to the issuance or security of the Obligations.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"Obligations" shall mean a series of bonds or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the District issued hereunder and pursuant to the Financing Documents. Obligations also include payments made to a counterparty in connection with an interest rate swap arrangement relating to other Obligations of the District.

"PILOT" shall mean a payment in lieu of taxes from the District to the City, as determined by City from time to time, which recognizes that the properties of the District are governmentally owned and exempt from payment of ad valorem and other applicable taxes to the City that would otherwise be due to the City to fund the provision of City services which benefit the properties and utility business of the District.

"Pledged Funds" shall mean (1) the revenues, fees, charges, special assessments and other moneys received by the District or its designee relating to its ownership or operation of the District Facilities, or any portion thereof, (2) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and subaccounts established thereby, including investments therein, and (3) such other property, assets and moneys of the District as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds do not include the fees, charges, special assessments and other moneys derived from a Special Purpose Project.

"Project" shall mean any structure, property or facility which the District, from time to time, may determine to construct or acquire as part of its District Facilities, together with all improvements, equipment, structures and other facilities necessary or appropriate in connection therewith. This term is to be broadly construed so as to include any lawful undertaking which will accrue to the benefit of the District Facilities, including joint ventures and acquisitions of partial interests or contractual rights. "Project" shall include, but not be limited to, acquisition of the City Utility Facilities, and the construction of any improvements thereto. "Project" may also include working capital, as well as any costs or judgments associated with litigation.

"Special District Act" shall mean Chapter 189, Florida Statutes, as amended from time to time.

"Special Purpose Obligations" shall mean Obligations issued to finance or refinance a Special Purpose Project.

"Special Purpose Project" shall mean a Project, the revenues and expenses of which, as determined by the District Board, are allocated solely to the financing and operations of such Project.

"State" shall mean the State of Florida.

"Utility Acquisition Agreement" shall mean the agreement between the District and the City relating to the acquisition of the Utility System.

"Utility Code" shall mean Chapter 20, Article III "Water", and Chapter 20, Article IV "Wastewater Disposal System", of the Code of Ordinances of the City, which Utility Code, as amended from time to time by the District, is adopted by the District as the Utility Code of the District.

"Utility Services Agreement" shall mean the agreement between the City and the District pursuant to which the City shall provide operating and management personnel to the District and shall provide other general fund services for the District, including, but not limited to, the services of the City Financial Department, Legal Department, Clerk's Office and City Manager's Office.

"Utility System" shall mean the District Facilities.

Capitalized terms used in this Charter shall have the meanings, if any, given to them above, and in addition shall have the meanings, if any, given to them in the Utility Code. Whenever any words are used in this Charter in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Charter in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

THE DISTRICT

SECTION 2.01 CREATION. Pursuant to the provisions of the Special District Act, as adopted and amended from time to time by the Florida Legislature, and the singular uniform method of creation of special districts set forth therein, the City hereby creates and establishes the "City of Riviera Beach Utility District", a special district, legal entity, and local unit of special purpose government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

SECTION 2.02 PURPOSES. (A) The purpose of this Charter is for the establishment of the District in accordance with the Special District Act in order to: (i) acquire the City Utility Facilities, and to make improvements and extensions to such facilities; (ii) construct, own, improve, expand, operate, manage and maintain the District Facilities; (iii) provide the most economic and efficient water, wastewater and reclaimed water utility services to retail and bulk service customers within and without the municipal boundaries of the City in a non-discriminatory manner; and (iv) make provision for rates, fees and charges sufficient to fully fund the operations, maintenance, administration, renewal, replacement, expansion, debt service and reserves for the Utility System.

(B) The creation and organization of the District and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the persons or entities served and to be served by the District Facilities. The District is performing an essential governmental

function. All property of the District is and shall in all respects be considered to be public property, and the title to such property shall be held by the District for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the District may deem appropriate. Insofar as provided for by law, all Obligations and interest or income thereon and all the property, facilities, services, activities and revenues of the District are declared to be nontaxable for any and all purposes by the State or federal government or any unit of the State or federal government to the same extent as if owned or issued directly by or on behalf of the City.

SECTION 2.03 DURATION OF DISTRICT. The District shall exist so long as any portion of the District Facilities is owned, operated, leased or managed by the District or the District has Obligations outstanding. At such time as the District no longer owns, operates, leases or manages any portion of the District Facilities and no Obligations are outstanding, the District shall automatically dissolve unless the City adopts a resolution providing otherwise. In the event of dissolution, any assets of the District shall be distributed to the City.

SECTION 2.04 GEOGRAPHIC BOUNDARY OF DISTRICT. The geographic boundary of the District shall encompass the municipal boundaries of the City. The District shall be authorized to provide water, wastewater and reclaimed water utility service both within and outside its geographic boundary to such areas currently being provided service by the City, as expanded from time to time by the District Board.

SECTION 2.05 DECLARATION REGARDING COMPREHENSIVE PLAN. The City declares that the creation of the District is consistent with the City's approved Comprehensive Plan.

SECTION 2.06 DISTRICT BEST ALTERNATIVE. The District is the best alternative for providing utility services as the creation of the District provides for better allocation of City resources, better financing opportunities for Projects and more flexibility for the provision of utility services.

SECTION 2.07 DISTRICT FINANCIAL DISCLOSURE, NOTICING AND REPORTING REQUIREMENTS. The District shall comply with the financial disclosure, noticing and reporting requirements set forth in the Special District Act, and other applicable laws.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.01 DIRECTORS.

(A) There shall be five (5) members of the Board of Directors of the District, which shall be appointed by the City Council. The current members of the City Council shall be the initial Board of Directors. The Mayor of the City shall automatically be an ex-officio member of the Board of Directors. The members of the Board of Directors shall serve terms equal to the

period of time remaining on the City Council members' terms of office. A member whose term has expired shall continue to serve on the Board until his or her replacement is appointed. Thereafter, the City Council shall appoint members of the Board of Directors for __ () year terms. Members of the Board of Directors may only be removed by a two-thirds (2/3) vote of the City Council for cause.

(B) In the event a member of the Board of Directors shall resign or be removed the City Council shall appoint such member's replacement to serve the un-expired term of the resigned or removed Director.

(C) The Board of Directors shall have plenary power to acquire, operate, manage, improve, repair, replace, extend, expand, and renew any type of utility property, to borrow money, grant liens to secure its obligations, to enter into contracts relating to its activities, condemn property through the exercise of eminent domain, and to fix, charge and collect rates, fees and charges for the use of, or in connection with, with facilities of the District without the necessity of review, oversight, input or approval from the City, the State or any other commission or authority of the foregoing.

(D) The City shall have no authority to require the District to use the District's funds or assets for any particular purpose, to cause the dissolution of the District, or to review the District's books, other than the general rights granted to the City under State Law. The City may, however, contract with the District to provide such services as may be deemed necessary or desirable by the City.

SECTION 3.02 ACTION.

(A) The affairs, actions and duties of the District shall be undertaken at a duly called meeting pursuant to Section 3.06 hereof.

(B) At any meeting of the District at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the District, except as hereinafter provided or otherwise provided by law.

(C) A certificate, resolution or instrument signed by the Chairperson, Vice-Chairperson or such other person of the District as may be hereafter designated and authorized by the Board shall be evidence of the action of the District and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.03 OFFICERS. The Directors shall annually elect a Chairperson and Vice Chairperson of the Board. Pursuant to the Utility Services Agreement, the City Clerk, City Finance Director, and City Attorney shall act as the District Clerk, District Finance Director and District Attorney.

SECTION 3.04 AUTHORITY OF OFFICERS.

(A) The Chairperson and the Vice-Chairperson shall take such actions, have all such powers and sign all documents on behalf of the District and in furtherance of the purposes of this Charter as may be approved by resolution of the Board adopted at a duly called meeting.

(B) The Clerk, or its designee, shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the District shall be sent by Clerk to all Directors to the District. The Clerk may also attest to the execution of documents. The Finance Director shall have such powers and duties over the finances of the Board as over the finances of the City, and further powers and duties as may be approved by resolution of the Board adopted at a duly called meeting.

SECTION 3.05 POWERS AND DUTIES OF THE BOARD. The Board shall act as the governing board of the District and shall have, in addition to all other powers and duties described herein and provided by law, the following powers and duties:

(A) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(B) To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, the Act or this Charter, necessary for the governance and management of the affairs of the District, for the execution of the powers, obligations and responsibilities vested in the District, and for carrying into effect the provisions of this Charter.

(C) To create any and all necessary offices in addition to Chairperson, Vice-Chairperson, Clerk and Finance Director; to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the District.

(D) To enter into the Utility Service Agreement and other required agreements with the City for the provision of services by the City to the District, including, but not limited to, secondment of City employees for the operation and administration of the District facilities and financial and accounting services.

(E) To employ or hire such attorneys or firm(s) of attorneys, as it deems appropriate to provide legal advice and/or other legal services to the District, and to employ and hire such other consultants as it deems appropriate.

(F) To acquire, by any means, including, but not limited to, eminent domain, any real or personal, tangible or intangible property, both within and without the boundaries of the District.

SECTION 3.06 MEETINGS.

(A) The Board shall convene at a meeting duly called by either a majority of the Directors, the Chairperson or the Utility Director. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairperson. Notice of a meeting, unless otherwise waived, shall be furnished to each Director not less than seven (7) calendar days prior to the date of such meeting; provided the Chairperson or, in his absence or unavailability, the Vice-Chairperson, may call a meeting upon twenty-four (24) hours written notice, if such officer determines an emergency exists. All meetings shall be noticed in accordance with applicable law. Provided there is a quorum of Directors physically present at the meeting, the Board of Directors may permit any other Director to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating, and all members of the public present, may simultaneously hear each other during the meeting. A Director participating by this means is deemed to be present in person at the meeting.

(B) Within thirty (30) calendar days of the creation of the District, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Charter.

SECTION 3.07 EXPENSES. The District may establish, from time to time, procedures for reimbursement for reasonable expenses incurred in furtherance of the District's operation. The Directors shall determine compensation, if any, to be paid to the Directors, as limited by the requirements of law.

SECTION 3.08 LIABILITY. No Director, agent, officer, official or employee of the District shall be liable for any action taken pursuant to this Charter or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the District.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01 POWERS.

(A) The District shall have all powers to carry out the purposes of this Charter, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act:

(i) To exercise all powers that were exercisable by the City prior to transfer of the District Facilities to the District, and that would be exercisable by the City had the City retained ownership of the District Facilities.

(ii) To acquire, construct, own, operate, manage, maintain, dispose of, improve, extend and expand the District Facilities, and to have the exclusive control and jurisdiction thereof.

(iii) To provide for mandatory water, wastewater and reclaimed water or other utility service of potential customers upon availability of service by the District.

(iv) To fix, levy and collect rates, fees and other charges from persons or property, or both, for the use of the services, facilities and product of the District Facilities or to pay the operating or financing costs of the District Facilities available to potential users; to fix and collect charges for making connections with the District Facilities to impose impact fees, AGRF, and reservation fees on new customers of the District Facilities and, to the extent provided by law, to provide for reasonable penalties to be imposed on any customers or property for any such rates, fees or charges that are delinquent, all as more specifically described in the Utility Code.

(v) To enter into the Utility Services Agreement and to contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents and employees as the Board may require or deem appropriate from time to time.

(vi) To acquire such lands and rights and interests therein, including lands under water and riparian rights and to acquire such personal property, tangible or intangible, as the District may deem necessary and appropriate in connection with the acquisition, ownership, expansion, improvement, operation and maintenance of the District Facilities, to hold and dispose of all real and personal property under its control, and to exercise the power of eminent domain in accordance with applicable law both within and outside the municipal boundaries of the City for the purpose of carrying out the intent of this Charter.

(vii) To exercise exclusive jurisdiction, control and supervision over the District Facilities and to make and enforce such rules and regulations for the maintenance, management and operation of the District Facilities as may be, in the judgment of the Board, necessary or desirable for the efficient operation of the District Facilities in accomplishing the purposes of this Charter.

(viii) To enter into charters and interlocal Agreements or join with any other special purpose or general purpose local governments, public agencies or authorities in the exercise of common powers or to assist the District in acquiring land and rights or interests therein, and to assume any such existing agreements of the City relating to the District Facilities.

(ix) To contract with private or public entities or persons to provide, treat or receive water or to provide or receive wastewater disposal, collection or treatment, or to provide or receive any other utility service. To contract with the City or any private or public entity or person for the operation or administration of the District or the District Facilities.

(x) To prescribe methods of pretreatment of industrial wastes not amenable to treatment with domestic wastewater before accepting such wastes for treatment and to refuse to accept such industrial wastes when not sufficiently pretreated as may be prescribed, and, to the extent permitted by law, to prescribe penalties for the refusal of any person or corporation to so pretreat such industrial wastes.

(xi) To the extent provided by law, to require and enforce the use of services, products and facilities of the District whenever and wherever they are accessible, and to require and enforce the installation and dedication to the District of water and wastewater facilities or easements as a condition precedent to the provision of service by the District or by another entity authorized by the District to provide interim service until District services, products and facilities are available.

(xii) To accomplish construction directly or by letting construction contracts to other entities, whether public or private, for all or any part of the construction of improvements to the District Facilities as determined by the Board in accordance with applicable law.

(xiii) To construct, maintain and operate connecting, intercepting, or outlet wastewater, wastewater and reclaimed water mains and pipes and water mains, conduits or pipelines in, along or under any streets, alleys, highways or other public places or ways regulated by or under the jurisdiction of the State or any political subdivision or municipal corporation when necessary or convenient for the purposes of the District.

(xiv) Subject to such provisions and restrictions as may be set forth in any Financing Document, to enter into contracts with the government of the United States or any agency or instrumentality thereof, the State, or with any municipality, county, district, District, political subdivision, private corporation, partnership, association or individual providing for or relating to the treatment, collection and disposal of wastewater, or the treatment, supply and distribution of water, or the treatment, supply and distribution of reclaimed water, and any other matters relevant thereto or otherwise necessary to effect the purposes of this Charter. To receive and accept from any federal or State agency, grants or loans for or in aid of the planning, construction, reconstruction or financing of improvements, additions or extensions to the District Facilities and to receive and accept aid or contributions or loans from any other source of either money, labor or other things of value, to be held, used and applied only for the purpose for which such grants, contributions or loans may be made.

(xv) To assume the ownership, lease, operation, management and/or control of any publicly or privately owned water, wastewater and reclaimed water facilities, including the assumption of the financial liabilities associated with such water, wastewater and reclaimed water facilities.

(xvi) To impose special assessments and to divide the District Facilities into separate units, benefit areas, subsystems or subdistricts, including Utility Systems, for

imposing special assessments, setting rates, accounting or financing improvements or additions, or any other purpose.

(xvii) To appoint advisory boards and committees to assist the Board in the exercise and performance of the powers and duties provided in this Charter.

(xviii) To sue and be sued in the name of the District.

(xix) To adopt and use a seal and authorize the use of a facsimile thereof.

(xx) To contract with the City to administer and operate the District Facilities, or any portion thereof.

(xxi) Subject to such provisions and restrictions as may be set forth herein and in any Financing Document, to sell or otherwise dispose of the District Facilities, or any portion thereof, upon such terms as the Board deems appropriate.

(xxii) To acquire, by purchase, gift, devise, eminent domain or otherwise, and to dispose of, real or personal property, tangible or intangible, or any estate therein.

(xxiii) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(xxiv) To provide for audits of the District as the Board deems appropriate and as required by applicable law.

(xxv) To maintain an office or offices at such place or places as the Board may designate from time to time.

(xxvi) To hold, control and acquire by donation or purchase, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this Charter and to make use of such easements, dedications and reservations for any of the purposes authorized by this Charter, and to utilize all easements, dedications and reservations in favor of or in the name of the City, which rights, to the extent legally necessary, are specifically assigned, licenses and granted to the District by the City.

(xxvii) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Charter.

(xxviii) To incur or issue Obligations including Special Purpose Obligations to finance and refinance Projects including Special Purpose Projects.

(xxix) To assess, levy, impose, collect and enforce special assessments to provide assessable improvements upon all or any portion of the lands served by the District, both

within and outside the municipal boundaries of the District. Such special assessments may be apportioned among benefited property in a manner proportionate with the benefits received or commensurate with the burdens alleviated by the maintenance and use of property based upon such factors or combination of factors as determined by resolution of the Board. Such special assessments may, in the discretion of the Board, be imposed, collected and enforced using any methods and procedures authorized by law, including Section 197.3632, Florida Statutes; or the Board may adopt by resolution its own method or procedures or use any other method or means for levy, imposition, collection and enforcement not inconsistent with law.

(xxx) To apply for and accept grants, loans and subsidies from any governmental entity for the acquisition, construction, operation and maintenance of the District Facilities, and to comply with all requirements and conditions imposed in connection therewith.

(xxxi) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(xxxii) To invest its moneys in such investments as directed by the Board in accordance with State law and which shall be consistent in all instances with the applicable provisions of the Financing Documents.

(xxxiii) To purchase such insurance as it deems appropriate.

(xxxiv) To make PILOT payments to the City, and to pay any other federal, state and local governmental fees and charges related to the operation and ownership of the District Facilities.

(xxxv) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Charter or the Act, provided that the District shall have no taxing power.

(B) In exercising the powers conferred by this Charter the Board shall act by resolution or motion made and adopted at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the District.

SECTION 4.02 ANNUAL BUDGET.

(A) Prior to October 1 of each year the Board will adopt an annual budget for the District. Such budget shall be prepared in the manner and within the time periods required for the adoption of a tentative and final budget for the City. The annual budget shall contain an

estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the District.

(B) The adopted budget shall be the operating and fiscal guide for the District for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(C) This District is a Dependent Special District as defined in the Special District Act. Accordingly, the District shall provide financial reports in such form and in such manner as prescribed pursuant to this Charter, the Special District Act, Chapter 218, Florida Statutes, and other applicable laws.

(D) The Board shall cause to be made at least once a year, within one hundred eighty (180) days of the end of the Fiscal Year, a report of the District Facilities, including all matters relating to expansions, acquisitions, rates, revenues, expenses, principal and interest requirements of the Obligations and the status of all funds and accounts. Copies of such report shall be filed with the Clerk and shall be open to public inspection. The report shall be known as the "Annual District Facilities Report". The Annual District Facilities Report may be included as a part of any other report or reports required by law or may be issued separately. The Clerk shall provide the City with a copy of the Annual District Facilities Report.

SECTION 4.03 ADOPTION OF RATES, FEES OR OTHER CHARGES.

(A) The Board shall adopt by resolution a schedule of rates, fees or other charges for the use of the services, facilities and products of the District Facilities to be paid by each customer which may be connected with or provided service by such District Facilities. The District may establish separate rates, fees and charges for different portions of the District Facilities. Upon acquisition of the District Facilities by the District, the existing rates, fees and other charges of the City set forth in the Utility Code will be automatically adopted as the rates, fees and other charges of the District, until revised by the District Board, and the provisions of the Utility Code will be recodified by the City to reflect the provisions of this Charter.

(B) Such rates, fees and charges shall be adopted and revised by the Board so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of operating, managing, expanding, improving and maintaining the District Facilities, including renewal and replacement reserves for such District Facilities, to pay the expenses of the Utility Services Agreement, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide a reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in this Charter, such rates, fees and charges should always be sufficient to comply fully with any covenants contained in the Financing Documents. The District shall charge and collect such rates, fees and charges so adopted and revised, and such rates, fees and charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision of the State.

(C) Such rates, fees and charges for the District Facilities shall be just and equitable and uniform for the users in the same class and may be based upon or computed upon any factor or combination of factors affecting the use of the services, products or facilities furnished to the customers of such District Facilities, as may be determined by the Board from time to time. No rates, fees or charges shall be fixed, adopted or revised under the foregoing provisions of this Section 4.04 until after notice in accordance with Section 180.136, Florida Statutes, is provided by the District.

(D) The rates, fees or charges adopted for any class of customers served shall be extended to cover any additional customers thereafter served which shall fall within the same class, without the necessity of any further hearing or notice.

(E) The rates, fees and charges of the District shall be automatically increased without further action of the District Board based upon the application of the Florida Public Service Commission utility price indices, as established from time to time by the Florida Public Service Commission pursuant to Florida Statute section 367.081(4)(a), as amended, to the then existing rates, fees and charges of the District. Prior to application of this automatic cost escalation provision, the District Utility Director shall submit to the Board at a Board meeting a report detailing the amount of the escalation and the new rates as revised. Unless the Board votes to withhold the automatic cost escalation, the District's rates, fees, and charges tariff shall be adjusted pursuant to this section as required effective as of the first billing cycle after the Board's meeting. The rates, fees and charges of the District shall further be automatically increased without further action of the Board based upon the implementation of a rate increase to the Board by any utility which provides utility service to the Board, or upon implementation or increase of any taxes or PILOT levied by a governmental authority against the Board, or upon an increase of costs incurred for water quality or wastewater quality testing required by the Department of Environmental Protection. Prior to application of this automatic cost escalation provision, the District Utility Director shall submit to the Board at a Board meeting a report detailing the amount of the escalation and the new rates as revised. Unless the Board votes to withhold the automatic cost escalation, the District's rates, fees, and charges tariff shall be adjusted pursuant to this section as required effective as of the first billing cycle after the Board's meeting. Notwithstanding the provisions of Section 4.03(C) hereof, no public hearing shall be required for the automatic adjustments set forth in this section (E).

SECTION 4.04 OBLIGATIONS.

(A) The Board shall have the power and it is hereby authorized to provide pursuant to the Financing Documents, at one time or from time to time in series, for the issuance of Obligations of the District, or notes in anticipation thereof, for one or more of the following purposes:

- (i) Paying all or part of the Cost of one or more Projects,
- (ii) Refunding any bonds or other indebtedness of the District,

(iii) Assuming or repaying the indebtedness relating to District Facilities, acquired or leased by the District from a public or private entity,

(iv) Setting aside moneys in a renewal or replacement account,

(v) Funding a debt service reserve account,

(vi) Capitalizing interest on the Obligations,

(vii) Paying costs of issuance relating to the Obligations,

(viii) Funding capital obligations of the District pursuant to Interlocal Agreements, including, but not limited to, the funding obligations of the City set forth in the East Central Regional Water Reclamation Facility Interlocal Agreement; and

(ix) Any other purpose relating to this Charter.

The principal of and the interest on each series of Obligations shall be payable from the Pledged Funds, all as determined pursuant to the Financing Documents. The District may grant a lien upon and pledge the Pledged Funds in favor of the holders of each series of Obligations in the manner and to the extent provided in the Financing Documents. Such Pledged Funds shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District.

(B) The Obligations of each series shall be dated, shall bear interest and such rate or rates, shall mature at such time or times not exceeding forty (40) years from their date or dates, may be made redeemable before maturity, at the option of the District, at such price or prices and under such terms and conditions, all as shall be determined by the Board pursuant to the Financing Documents. The Board shall determine the form of the Obligations, the manner of executing such Obligations, and shall fix the denomination of such Obligations and the place of payment of the principal and interest, which may be at any bank or trust company within or without the State. In case any officer whose signature or a facsimile of whose signature shall appear on any Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until delivery. The Board may sell Obligations in such manner and for such price as it may determine to be in the best interest of the District in accordance with the terms of the Financing Documents. In addition to the Pledged Funds, the Obligations may be secured by such credit enhancement as the Board determines to be appropriate pursuant to the Financing Documents. The Obligations may be issued as capital appreciation bonds, current interest bonds, term bonds, serial bonds, variable bonds or any combination thereof, all as shall be determined pursuant to the Financing Documents.

(C) Prior to the preparation of definitive Obligations of any series, the Board may issue interim receipts, interim certificates or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The

Board may also provide for the replacement of any Obligation which shall become mutilated, or be destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Charter, the Financing Documents or other applicable laws.

(D) The proceeds of any series of Obligations shall be used for such purposes, and shall be disbursed in such manner and under such restrictions, if any, as the Board may provide pursuant to the Financing Documents.

(E) The Financing Documents may also contain such limitations upon the issuance of additional Obligations as the Board may deem appropriate, and such additional Obligations shall be issued under such restrictions and limitations as may be prescribed by such Financing Documents. The Financing Documents may contain such provisions and terms in relation to the Obligations and the Pledged Funds as the Board deems appropriate and which shall not be inconsistent herewith.

(F) Obligations shall not be deemed to constitute a general obligation debt of the District or the City or a pledge of the faith and credit of the District or the City, but such Obligations shall be payable solely from the Pledged Funds and any moneys received from the credit enhancers of the Obligations, in accordance with the terms of the Financing Documents. The issuance of Obligations shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatsoever therefor. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or the right to enforce payment of such Obligations, or the interest thereon, against any property of the District or the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the District or the City, except the Pledged Funds in accordance with the terms of the Financing Documents. The District shall have no ad valorem taxing power.

(G) All Pledged Funds shall be deemed to be trust funds, to be held and applied solely as provided in the Financing Documents. Such Pledged Funds may be invested by the District in such manner as provided in the Financing Documents.

(H) Any holder of Obligations, except to the extent the rights herein given may be restricted by the Financing Documents, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under the Financing Documents, and may enforce and compel the performance of all agreements or covenants required by this Charter, or by such Financing Documents, to be performed by the District or by any officer thereof.

(I) The Obligations may, but shall not be required to, be validated, at the sole discretion of the Board, pursuant to Chapter 75, Florida Statutes. Obligations may be issued pursuant to and secured by a resolution of the Board.

(J) In addition to the other provisions and requirements of this Charter, any Financing Documents may contain such provisions as the Board deems appropriate.

(K) All Obligations issued hereunder shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of such Obligations shall be necessary except such as are required by this Charter, the Financing Documents and general law. The provisions of the Financing Documents shall constitute an irrevocable contract between the District and the holders of the Obligations issued pursuant to the provisions thereof.

(L) Holders of Obligations shall be considered third party beneficiaries hereunder and may enforce the provisions hereof.

(M) The Board may enter into such swap, hedge or other similar arrangements relating to any Obligations as it deems appropriate.

(N) Special Purpose Obligations may be issued to finance and refinance Special Purpose Projects, and all provisions set forth above relating to Obligations shall apply to such Special Purpose Obligations.

SECTION 4.05 AD VALOREM TAXATION NOT AUTHORIZED. The District shall not have the power to levy and assess an ad valorem tax on any property within the District for any reason.

SECTION 4.06 CAPITAL IMPROVEMENT CHARGES.

(A) The District is empowered to levy and collect, and revise from time to time, Capital Improvement Charges relating to the District Facilities for capital improvements and debt service on such capital improvements under such conditions as shall be prescribed by the Board. Capital Improvement Charges may become Pledged Funds in accordance with the terms of the Financing Documents.

(B) All Capital Improvement Charges shall be reviewed at least once every three (3) years by the Board to determine whether such Capital Improvement Charges are equitable and proportionate to the current estimate of costs for providing the capital improvements.

SECTION 4.07 UNPAID FEES. The Board shall have the power, under such reasonable procedures as the Board may adopt from time to time, to discontinue and shut off either or both water and wastewater services until delinquent fees, rates or charges, including reasonable interest and charges for the discontinuance and the cost of restoration of such water and wastewater services, or both, are fully paid; and, for such purposes, the District may enter onto any lands, waters or premises of any person, firm, corporation or body, public or private, served by the District. The District shall have a municipal lien on all lands and premises served by the District for all unpaid rates, fees and charges until paid, which liens shall be prior to all other liens on such lands and premises except the lien of state, county and municipal taxes and shall be on a parity with such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property.

SECTION 4.08 DISTRICT APPROVAL OF CONSTRUCTION OF DISTRICT FACILITIES.

(A) The Board may adopt all necessary regulations by resolution that provide design and construction specifications and procedures for the dedication of facilities to the District.

(B) The District may require, as a condition precedent to the approval of any connection to the District Facilities, (i) that all subdivision-type infrastructure, or other contributed transmission or distribution infrastructure necessary to serve a particular project or customer, and necessary easements be dedicated to the District, (ii) that the developer make available interim treatment facilities or services or contract for same on an interim basis from an authorized service provider, and (iii) that the developer, or the person or entity the developer has contracted with, to provide interim treatment service, or lease back for nominal consideration and maintain such dedicated or contributed facilities until such time as the District provides services; provided in each case the foregoing actions shall be consistent with applicable regulations of the City.

SECTION 4.09 PLANNING REQUIREMENT.

(A) In addition to the other powers enumerated in this Charter, the District shall have the power to adopt a master plan for the provision of utility services by the District. Such master plan may include: the identification of current customers and the projections of future customers and their profiles (residential, commercial, industrial); a review and general inventory of all existing infrastructure and facilities; and an identification of water supply and treatment alternatives, available wastewater treatment and disposal alternatives, and available reclaimed water alternatives.

(B) Prior to the adoption of the annual budget, a five-year capital improvement plan shall be reviewed by the Board for a determination that the capital improvement plan is consistent with the City's comprehensive plan adopted pursuant to Chapter 163, Part II, Florida Statutes.

(C) All utility expansion or line extension policies adopted by the Board shall be consistent with the land development regulations, local comprehensive plans and other applicable regulations.

SECTION 4.10 FREE SERVICE. The District shall not provide free service to any class of users. Notwithstanding the foregoing, upon a finding by a majority of the Board plus one (1) that the provision of free or reduced service to any user of the system would avoid unjust hardship to such user, such user may be entitled to such benefit for a period not exceeding one (1) year.

ARTICLE V

MISCELLANEOUS

SECTION 5.01 DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the unauthorized delegation of any of the constitutional or statutory duties of the State or the City or any officers thereof.

SECTION 5.02 IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the City shall apply to the officials, officers, agents or employees of the District when performing their respective functions and duties under the provisions of this Charter.

(B) The City intends to utilize Section 768.28, Florida Statutes, the Act, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. The City may not be held jointly liable for the torts of the officers or employees of the District, or any other tort attributable to the District, and that the District alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The City intends that the District shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Charter is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.03 LIMITED LIABILITY. The City shall in no manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the District, the Directors or any other agents, employees, officers or officials of the District, except to the extent otherwise mutually agreed upon, and neither the District, the Directors or any other agents, employees, officers or officials of the District have any District or power to otherwise obligate the City in any manner.

SECTION 5.04 AMENDMENTS. This Charter may not be amended so as to (A) permit any profits of the District to inure to the benefit of any private person, (B) permit the diversion or application of any of the moneys or other assets of the District for any purposes other than those specified herein, (C) adversely affect the tax-exempt status, if applicable, of interest on the Obligations, or (D) materially, adversely affect the security for any Obligations. This Charter may be amended only as follows: The District Board shall approve a recommended amendment to the Charter for presentation to the City Council. Such recommended amendment to the Charter shall be approved only by Ordinance duly adopted by the City Council.

SECTION 5.05 SEVERABILITY. In the event that any provision of this Charter shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Charter shall remain in full force and effect.

SECTION 5.06 CONTROLLING LAW. This Charter shall be construed and governed by Florida law.

SECTION 5.07 EFFECTIVE DATE. This Charter shall become effective immediately upon passage by the City Council.

SECTION 5.08 SAVINGS CLAUSE. In the event that the District is prohibited by law or contract from fully or partly owning and operating the District Facilities and exercising its powers, duties, responsibilities and obligations under the Charter (the "District Functions"), the City shall, on behalf of the District, perform such District Functions as necessary to fully implement the intent of this Charter, and the City shall include such performance of District Functions within the Utility Services Agreement, with the District reimbursing the City for such performance.

Passed and Adopted this _____ day of _____, 2004, by ordinance no. _____.

**UTILITY SERVICES AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA
AND
THE CITY OF RIVIERA BEACH UTILITY SPECIAL
DISTRICT**

THIS UTILITY SERVICES PURCHASE AGREEMENT ("Agreement"), is made and entered into as of this 23rd day of September, 2004, (the "Effective Date"), by and between the City of Riviera Beach, Florida, a Florida municipal corporation ("CITY") and the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Ordinance No. 2972, of the CITY, and Chapter 189, Florida Statutes ("District").

In consideration of the mutual promises, covenants, representations and agreements contained herein, and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

DEFINITIONS

"Agreement Year" is defined as any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on each and every October 1st and ends on each and every subsequent September 30.

"Applicable Law" is defined as those laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties' respective responsibilities under this Agreement (b) operation or maintenance of the Facilities, (c) health and welfare of individuals working at or visiting the Facilities, and (d) the collection, delivery, pretreatment, treatment and disposal of the District's wastewater. This definition specifically includes the terms, conditions, requirements or schedules of any administrative or judicial settlement or enforcement related, in any way, to the Facilities, to the collection, delivery, pretreatment or treatment of the District's water and/or wastewater and to the environmental permits issued for the Facilities.

"Asset Purchase Agreement" is defined as the Asset Purchase Agreement between the CITY and the District dated 9/23, 2004.

"Capital Improvement(s)" shall mean changes, modifications, additions, or upgrades to the Facilities constructed or implemented by the District or with the District's prior approval.

"CERCLA" is defined as the federal Comprehensive Environmental Response Compensation and Liability Act, as same may be amended from time to time, 42 USC §9601 et seq.

"Change of Law" the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in either (a) the need to make a Capital Improvement at any of the Facilities in order for the CITY to operate the Facilities in accordance with this Agreement and Applicable Law and/or (b) an increase to the cost of operating or maintaining the Facilities in accordance with this Agreement and Applicable Law:

(i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date of execution of this Agreement and which requires the implementation/construction of a Capital Improvement or a change in the Facilities' manner of operation;

(ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation following the date of this Agreement which requires the implementation/construction of a Capital Improvement or a change in Facilities' manner of operation;

(iii) there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body with jurisdiction over the Facilities following the execution of this Agreement, containing interpretations of any federal, state, or other local law, statute, ordinance, rule or regulation relating to the operation or maintenance of the Facilities or the health and safety of the CITY's employees that is inconsistent with generally accepted interpretations in effect on the date of execution of this Agreement; provided that an order or judgment of any federal, state, or local court, administrative agency or other governmental body after the date of execution of this Agreement which determines that the Facilities have been operated in a manner inconsistent with the CITY's obligations hereunder shall not constitute a "Change of Law"; and

(iv) (a) there is imposed by operation of any federal, state, or other local law, statute, ordinance, rule or regulation, any condition different from those existing on the date of execution of this Agreement on the issuance or renewal, or (b) there shall be a suspension, termination, interruption, revocation, denial or failure of renewal (for reasons other than CITY fault or failure by the CITY to comply with the terms of this Agreement), of any official permit, license or necessary approval, including without limitation such of the foregoing as are issued or approved by the USEPA, the Occupational Safety and Health Administration or the State Environment Department.

"CITY" is defined in the Preamble to this Agreement.

"*Clean Water Act*" is defined as the Federal Water Pollution Control Act, as same may be amended from time to time, 33 USC §1251 et seq.

"*Commencement Date*" is defined in Section 6.1(a).

"*District*" is defined in the Preamble to this Agreement.

"*District's Industrial Pretreatment Program*" is defined as the program implemented by the District to, inter alia, license, monitor and police persons or industries discharging wastewater into the District's sewer system.

"*Facilities*" is defined as the District's water and wastewater utility system. This water and wastewater utility system includes (i) the District's water supply, water distribution and wastewater collection systems, including all underground and above ground potable water and sanitary piping, lift stations and the water meters and (ii) the WTP.

"*Force Majeure*" is defined as any act, event or condition to the extent that it materially and adversely impacts the cost of performance of, or materially and adversely affects the ability, of either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as a willful or negligent act, error or omission or a lack of reasonable diligence of either party.

(a) Inclusions subject to the forgoing, such acts, events or conditions may include, but shall not be limited to, the following:

(i) an act of God (but not including reasonable anticipated weather conditions for the geographic area of the Facilities as of the Commencement Date), landslide, earthquake, fire, explosion, flood, sabotage, or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) a Shutdown;

(iv) any failure of title to any of the Facilities or any placement or enforcement of any lien, charge or encumbrance on any of the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

(v) the preemption, confiscation, diversion, destruction, or other interference in the possession or performance of materials located at or Operational Services performed at any of the Facilities and necessary for any such Facility to operate in accordance with the requirements of District's water supply, wastewater discharge or other permits, on behalf of or with authority of a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action of any portion of the Facilities; and

(vi) the presence at any of the Facilities of (i) subsurface structures, materials or conditions, having historical, geological, archeological, religious or similar significance; (ii) any habitat of an endangered or protected species; or (iii) functioning subsurface structures used by utilities on, underneath, near or adjacent to such Facility.

(b) None of the following acts, events or conditions shall constitute an event of Force Majeure:

(i) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

(ii) changes in the financial condition of the District, the CITY, or any of their affiliates or subcontractors;

(iii) union work rules that increase the CITY's operating cost for the Facilities;

(iv) any impact of prevailing wage laws on the CITY's costs;

(v) the consequence of CITY error, including any errors of CITY affiliates or subcontractors;

(vi) failure of any subcontractor or supplier to furnish labor, Operational Services, materials or equipment on the dates agreed to;

(vii) strikes, work stoppages or labor disputes involving CITY's employees;

(viii) litigation against the District and/or CITY; and

(ix) an inability to locate qualified labor in the local market.

"Operational Services" is defined in Section 3.1.

"Process Residue" is defined in Section 3.8(a).

"RCRA" is defined as the Resource Conservation Recovery Act, as same may be amended from time to time, 42 USC §8921 et seq.

"Shutdown" is defined as the cessation or substantial interruption of normal operations at any of the Facilities due to failure of operating equipment or interruption of the processes of any of the Facilities for reasons other than the negligence of the CITY or its employees, agents or subcontractors.

"State" is defined as the State of Florida.

"USEPA" refers to the United States Environmental Protection Agency.

"WTP" shall mean the District's water treatment plant and appurtenant facilities.

ARTICLE I

PURPOSE

Pursuant to the Asset Purchase Agreement, during the term of this Agreement, the District agrees to engage the CITY to manage, operate and maintain the Facilities, perform the District's utility billing, collection and customer service functions, and perform administrative services for the District, and CITY agrees to manage, operate and maintain the Facilities and perform such utility billing, collection and customer service functions in accordance with the terms and conditions of this Agreement and Applicable Law. Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Undefined terms in this Agreement shall have the same definition as provided in the Asset Purchase Agreement, except as specifically defined to the contrary in this Agreement.

ARTICLE II

SCOPE OF OPERATION AND MAINTENANCE SERVICES OF CITY

2.1 General.

The CITY shall provide the labor, tools, utilities, materials, vehicles and supplies necessary for the management, operation, and maintenance and repair of the Facilities to the extent specifically set forth in this Article III (hereinafter the "Operational Services"). The Operational Services include:

- (a) The operation of the Facilities in accordance with Applicable Law.
- (b) The routine predictive and preventive maintenance of the Facilities on a timely basis.
- (c) The repair and replacement of equipment on an as needed basis.
- (d) The timely preparation and prompt delivery of all applicable and required filings to regulatory agencies as prescribed by Applicable Law.
- (e) The implementation of the District's Capital Improvement Plan.

2.2 Process Control Standards.

- (a) Subject to the District's obligations and duties under this Agreement, the goal of the CITY is to manage and operate the Facilities in a manner

designed to meet all the requirements of the existing water supply and wastewater permits, safe drinking water standards, and any other provision of Applicable Law.

(b) The CITY shall operate the Facilities using reasonable efforts to provide this level of treatment.

2.3 Routine Maintenance of the Facilities and Equipment.

Subject to the limitations set forth in Sections 3.5 and 3.20 below, the CITY shall provide the labor necessary to: (i) perform routine maintenance consisting of predictive and preventative maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities; (ii) repair and/or replace equipment; (iii) clean and lubricate equipment; (iv) make equipment inspections and needed adjustments; (v) perform building and grounds janitorial services for the Facilities and cleaning of all equipment and vehicles; (vi) maintain vehicles and light duty service trucks necessary for daily operations; and (vii) maintain all Facilities' instrumentation, including instrumentation provided to the CITY by the District pursuant to this Agreement. CITY shall schedule and track all preventive and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice.

2.4 Repairs and Replacement.

(a) The CITY shall be responsible for all routine maintenance, repair and replacement of District Facilities, including, but not limited to, building repairs, vehicle repairs, equipment repairs, line repairs and repairing and repaving utility cuts.

(b) The CITY shall not incur an Extraordinary Cost without the prior written approval of the District. Except in the case of emergencies threatening the immediate Shutdown of, or substantial reduction in the productive capacity of a Facility or the Facilities, or the life, health or property of the District, its employees and/or agents or others (for purposes of this Section 3.5 only, an "Emergency"), the CITY shall give the District at least five (5) days written notice of an anticipated need to incur an Extraordinary Cost. Notwithstanding the foregoing, the CITY shall have the right to take the necessary action in an Emergency in the event it is not reasonably possible to give the five (5) days' prior written notice to the District of the need to incur an Extraordinary Cost.

(c) In connection with the performance of its repair and replacement obligations under this Agreement, the CITY shall, within a period of not less than thirty (30) days prior to each Adjustment Date, prepare and submit for the District's review and approval (which review and approval shall not be unreasonably withheld or delayed) the Annual R&R Budget projecting in reasonable detail the Annual R&R Expenses for the succeeding Fiscal Year.

2.5 Capital Improvements.

CITY shall provide to District annually a listing of recommended Capital Improvements and the corresponding proposed Extraordinary Costs in order to ensure that the operation of the Facilities will continue to conform with Applicable Law and/or in order to improve the reliability of operations. The CITY shall manage all Capital Improvement projects authorized by the District.

2.6 Staffing.

(a) CITY shall use its professional judgment to determine and provide a sufficient number of qualified and, where required, certified staffing, with demonstrated experience necessary to operate and maintain the Facilities, for all positions associated with the operation and maintenance of the Facilities.

(b) The CITY shall staff the Facilities as required by Applicable Law.

(c) The City shall be responsible for payment of all payroll, employee benefits, workers compensation insurance, and other human resource services with respect to City employees providing services to the District under this Agreement.

2.7 Testing and Laboratory Analysis.

(a) CITY shall cause the performance of all sampling and laboratory analysis required by District permits and the District's Industrial Pretreatment Program and necessary for process control.

(b) The CITY shall prepare the data for all permit monitoring and operating reports, including such monitoring undertaken as part of the District's Industrial Pretreatment Program, and shall deliver and certify such results to the District and to all required regulatory agencies.

2.8 Training.

CITY shall provide an appropriate level of training for its personnel in areas of operation, maintenance, safety, supervisory skills, laboratory and energy management. A proper safety program shall be implemented by CITY prior to beginning its Operational Services under this Agreement. Such safety program shall comply with Applicable Law and CITY agrees that it will adhere to all portions of that safety program.

2.9 Communications.

(a) To keep the District informed about the status of the Facilities, the CITY shall develop an informational communications program, subject to District's approval, which shall include a written monthly report to District on the operational status and maintenance of the Facilities.

(b) CITY may interface with regulatory agencies as needed. CITY shall conduct its dealing with all third parties, including individuals, regulators, media or community groups in a professional manner.

2.10 Management Information Systems.

CITY shall install, to the extent necessary in the reasonable opinion of the CITY, computer hardware and software to assist in the operation, management, and financial reporting and all other MIS and GIS requirements of the District.

2.11 Reports.

(a) CITY shall maintain computerized and all other necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the District, if requested, a monthly report, including a narrative summary of operations, maintenance, repair and replacement activities and all data required for monthly reporting to local, state and federal agencies.

(b) CITY shall prepare all reports and comply with all filing, monitoring and information reporting obligations required by District's environmental permits and local, state and federal regulatory agencies, including, but not limited to the annual Consumer Confidence Report as required by the US EPA and Plans updates to the Emergency Response that was submitted in the Proposal. Prior to submitting such reports to regulatory agencies or customers, CITY shall provide the same to District for its review, approval and signature. The CITY shall certify the results all permit monitoring and operating reports to the District and to all regulatory agencies as required by law or permit.

(c) All Facility records and data, including but not limited to operation reports, laboratory reports and monitoring documentation, but excluding CITY's budgetary and financial information, are the sole property of the District and cannot be destroyed by CITY without written consent of the District. All site-specific operating procedure guidelines, preventative maintenance and safety programs and plant evaluation reports will, in hard copies and electronic copies, upon termination of this Agreement, become and remain the property of the District.

2.12 Emergency Response.

(a) CITY shall provide emergency response when required. Emergencies include, but are not limited to, situations in which, absent CITY's action, there is a risk of circumstances affecting the safety of persons or property.

(b) CITY shall provide said emergency response as promptly as possible.

(c) In the event of sudden damage or destruction of any portion of the Facilities, or in the event of an emergency which in the reasonable judgment of the CITY is likely to result in material loss or damage to any portion of the Facilities, or constitute a

threat to human health or safety, the CITY may suspend operations of those portions of the Facilities which are reasonably determined to be affected by the emergency and may make such emergency repairs as are necessary to mitigate or reduce such loss, damage or threat.

2.13 Manufacturers' Warranties.

The CITY shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the District after the Commencement Date and CITY shall assist the District in enforcing existing warranties and guarantees for equipment used in connection with the operation of the Facilities.

2.14 Additional Operation and Maintenance Costs and Expenses

The District will bear the following operational, maintenance and/or repair and replacement expenses:

(a) Expenses resulting from a change in the scope of service or physical change to any of the Facilities, except to the extent incurred for the convenience of the CITY

(b) Expenses resulting from a Change of Law;

(c) Extraordinary Costs including without limitation any and all Extraordinary Costs necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure hereunder;

(d) Additional operating expenses necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure hereunder;

(e) Fire protection;

(f) Professional engineering fees and activities outside the scope of technical services to be provided pursuant to Section 3.10 herein;

(g) Expenses incurred from the treatment of Non-Processible Wastewater, including without limitation, any penalties and fines that may be assessed as a result therefrom;

(h) Expenses resulting from the treatment of wastewater discharged into the Wastewater Treatment Facility in violation of any part of the Sewer Use Ordinance;

(i) Process Residue transportation and disposal expenses resulting from any increase in such transportation and disposal expenses;

(j) Transportation and disposal expenses associated with the disposal of residue from the industrial waste stream blending and treatment; and

- (k) Expenses resulting from damage to any of the Facilities; and

District shall reimburse and/or compensate the CITY for all expenses incurred or paid by the CITY for those items listed in (a) through (k) above. Expenses subject to reimbursement under this Section shall include, but shall not be limited to with respect to each of the items specified above, the costs of subcontractors hired by the CITY, CITY's own overtime and/or additional direct labor expenses, the costs of fuels and other expendable supplies, etc.

ARTICLE III UTILITY BILLING AND CUSTOMER SERVICE

3.1 General Billing Responsibilities for the CITY.

- (a) The CITY shall provide the District general billing, meter reading and customer service.

- (b) The CITY shall have full responsibility to provide all billing and customer services in a manner consistent with the following standards (hereinafter "Basic Billing and Customer Service Performance Standards"):

- (i) Meter Reading.
 - (ii) All water meters shall be read on a monthly basis.
 - (iii) Malfunctioning meters, visible leaks or damage to the meter or box shall be repaired by CITY.
 - (iv) Meter readers are required to read every meter in the route. Any instances where a meter reader suspects an illegal hook-up should be reported immediately to the CITY's office. If a meter is present, the CITY will have a meter reader note the serial number and reading. Illegal hook-ups will be reported to the District for action.
 - (v) Individual accounts on routes which are "no reads" (skips) will be reviewed daily by the CITY. If upon further investigation, it is determined that a reading could have been obtained, the CITY shall take immediate steps to obtain the reading.

3.2 Field Services.

- (a) The CITY shall provide field personnel to accomplish the following meter service functions:

- (i) Turn-on and turn-off of customer meters in response to account changes,
 - (ii) Delinquent accounts, customer requests, or emergencies;

- (iii) Verify meter sizes;
 - (iv) Verify meter reading accuracy;
 - (v) Meet with customer at property to discuss and evaluate disputes and make a report to customer service; and
 - (vi) Review with customers at property, how to read meter, typical usage of water, and conservation measures that customer can implement.
- (b) All field service shall be made via work orders with prompt notification of the maintenance service provider when applicable. The CITY agrees to complete work orders for disconnections, reconnections, meter test, and other general work orders relating to existing water services or distribution system in a timely manner.
- (c) The CITY shall provide a business recovery functions plan to the District.

3.3 Processing Utility Bills; Problem Resolutions.

- (a) The CITY shall compose, prepare, print and mail customer bills monthly. Customer bills shall be prepared in such cycles as mutually agreed by the CITY and the District. The cost of postage for customer bills shall be at the expense of the District. The City may establish electronic billing and mailing.
- (b) The CITY shall undertake and perform all billing services required to timely and regularly process customer utility bills. Such billing services shall include, by way of example and not limitation, the following:
- (i) Create a working file of prepared meter readings formatted for the billing system;
 - (ii) Review notes or trouble codes from meter readers and issue appropriate work orders to rectify problems;
 - (iii) Follow up on notices (e.g., apparent leaks, reasons for high usage, inaccessible meters, broken register, vacant houses, stuck meters) left by meter readers to the customers or owners;
 - (iv) Produce consumption reports for the billing process and analyze unusual usage or stuck meters; issue work orders and contact customers as appropriate;
 - (v) Produce a billing from consumption reports, and review the billing for appropriateness of charges and suspected errors;
 - (vi) Develop quality assurance procedures to insure, by sample testing and review, the accuracy of bills on a periodic basis;

(vii) Work with the operation and maintenance field service personnel in verifying any unusual situations found in the billing process that are related to meter or meter reading problems;

(viii) Issue work orders designed to clarify questions raised during the billing process and categorize and analyze work orders and make recommendations as to how to minimize work orders and gain efficiencies;

(ix) Mail special notices to customers; and

(x) Insert "bill stuffers".

3.4 Computer Processing and Related Services.

(a) The CITY shall maintain, on its own computer system, the master customer records of the District's water customers. This information shall be made available to the District. The District may provide the CITY other fees and assessments to be added as separate items on the bills.

(b) All date-related data shall be formatted as required by the District.

(c) The CITY shall develop necessary special programming and controls that show customer accounts on a billed versus collected basis and provide a percentage of collection on each of the items. Such special programming and controls which will be provided by the CITY, by way of example and not limitation, shall include water revenues, wastewater revenues, special assessment revenues, connection fee revenues, reuse revenues, and revenues from any other fees approved by the District.

3.5 Basic Billing and Customer Service Reports.

The CITY shall timely prepare and provide the customer billing and customer service reports, as requested by the District.

3.6 General Customer Service Responsibility of the CITY.

To satisfy the customer service objectives of the District as stated in the preamble to this Agreement, the following general customer services shall be required of and timely provided by the CITY.

(a) The CITY shall be responsible for the accuracy of all customer information such as deposits, new accounts, file information, changes to accounts and charges.

(b) Customer accounts shall be closed and finalized upon the request of the customer. No customer account shall be deleted until a new account with a deposit is opened. A work order to discontinue service may be issued to eliminate delinquent customer usage charges.

(c) If at any time a customer account is opened or a meter set without a deposit, the CITY will notify a field service representative to issue notice to the property that service will be terminated unless a deposit is provided.

(d) The CITY shall be responsible for the enforcement of delinquent customer accounts in accordance with the District's reasonably established policies and procedures.

3.7 Office Customer Service; Remittance Processing.

(a) The CITY shall respond in a timely manner to all customer inquiries including, by way of example and not limitation, bill inquiries and inquiries pertaining to service initiation and termination, and reports of water breaks, low water pressure, water quality concerns, odors and wastewater discharge. The CITY's customer service personnel shall also be prepared to answer commonly asked questions without referral to other personnel.

(b) The CITY shall be responsible for answering questions regarding delinquent account information. It shall be the responsibility of the CITY's customer service personnel to respond to these questions and respond how to rectify the delinquent situation.

(c) The CITY shall be responsible for setting up new accounts, computing necessary deposits in accordance with District tariffs, closing accounts, and relaying this information to the District. The CITY shall immediately enter this information into the CITY's computer system and verify it for quality assurance.

(d) The CITY shall provide for walk-in customer service, for setting up temporary meters, or for the collection of fees charged for tapping and connection based on District tariffs.

3.8 Field Customer Service.

The CITY shall provide field customer service by qualified personnel consistent with the Basic Billing and Customer Service Performance Standards. Customer service provided in the field shall include, by way of example and not limitation, activation and termination of service during the hours on the days when the customer service center is open and the investigation of customer problem reports. Customer service activation (turn-on) occurring other than normal business hours will be provided by the CITY for an additional fee not included in the Base Compensation.

3.9 Remittance of Funds to District.

All receipts will be combined daily for deposit to the District's designated bank account. These moneys will be promptly deposited except for legal holidays, weekends, and disasters beyond the control of the CITY.

ARTICLE IV ADMINISTRATIVE SERVICES

4.1 General Administrative Services.

The CITY shall provide the District the following general administrative department services:

- (a) District Utility Director
- (b) District Clerk, including, but not limited to, official records custodian.
- (c) District Finance Department, including, but not limited to, Finance Director to the District.
- (d) District Legal Department, including, but not limited to, general counsel to the District.
- (e) District Procurement Department.
- (f) District Information Services Department.
- (g) District Risk Management Department
- (h) District Human Resources Department

4.2 Additional Administrative Services.

The CITY shall provide such other District administrative services as required by the District from time to time during the term of this Agreement.

ARTICLE V RESPONSIBILITIES OF THE DISTRICT

5.1 Permits.

The District shall be responsible for obtaining and maintaining all State, federal and local permits and licenses required for ownership and operation of the Facilities, including without limitation, any water supply permit and/or NPDES permit. District shall also be responsible for the payment of all regulatory and governmental fees associated with ownership and operation of the Facilities and the District's equipment used in connection with the operation and maintenance of the Facilities. The CITY shall provide all necessary assistance to the District in obtaining and maintaining all required State, federal and local permits, licenses, and, to the extent allowable, all approvals required for the operation of the District's Industrial Pretreatment Program developed for the District, associated with the operation and maintenance of the Facilities.

5.2 Compliance with Laws.

The District will comply with Applicable Law pertaining to the Facilities to the extent that the responsibility of complying with those laws is not specifically assumed by the CITY under the terms of this Agreement.

5.3 Taxes.

The District shall be responsible for all applicable real estate, personal property, sales, excise and utility taxes applicable to the Facilities and the services provided by the CITY to the District under this Agreement. The CITY shall be responsible for all CITY-employee related wages and taxes.

5.4 Support.

The District shall permit use by the CITY, without charge, of all District equipment, structures, buildings, meeting rooms, facilities, GIS hardware and software, MIS hardware and software, and vehicles. CITY shall be responsible for the maintenance and operation of all equipment, structures, facilities and vehicles which belong to the District and which are used by the CITY.

5.5 Notice of Litigation.

In the event that the District receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with either the ownership, management operation and/or maintenance of the Facilities, and/or the performance of billing, collection and customer service functions, the District shall give the CITY notice within five (5) business days or receipt of notice by District of such proceedings and shall inform the CITY in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. In the event the CITY receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with either the ownership, management, operation and/or maintenance of the Facilities, and/or the performance of billing, collection and customer service functions, the CITY shall give District notice within five (5) business days of receipt of notice by CITY of such proceedings.

5.6 General Authority.

The District shall perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities and the performance of billing, collection and customer service functions not expressly assumed by the CITY pursuant to the terms of this Agreement.

ARTICLE VI TERM AND TERMINATION

6.1 Term.

(a) This Agreement will commence on Closing of the Asset Purchase Agreement (the "Commencement Date") and will continue for the longer of the duration

of the term of the District or the term of the Acquisition Bonds as defined in the Asset Purchase Agreement, unless cancelled in writing by the parties or otherwise terminated in accordance with this Agreement.

(b) If the Agreement is not otherwise terminated, all terms and conditions of this Agreement shall remain in full force and effect unless modified in writing and signed by both parties.

6.2 Termination.

(a) The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send a written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party one hundred eighty (180) days to cure the default. If the default is capable of being cured within one hundred eighty (180) days but is not cured within one hundred eighty (180) days, the Agreement shall terminate at midnight of the one hundred eightieth (180th) day following receipt of the Notice. In the case of a default that cannot be cured within one hundred eighty (180) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party.

(b) In the event of the termination of this Agreement under (a) above, the District shall pay CITY for the services provided and invoiced by CITY (including all unpaid Extraordinary Costs) up to the effective date of termination.

ARTICLE VII COMPENSATION

7.1 Compensation.

(a) The District shall pay the CITY for services rendered under Article II, Article III, Article IV, and any other provisions of this Agreement compensation equal to the CITY's cost of providing such services. The CITY shall invoice the District at such time(s) as determined by the CITY in accordance with the CITY's annual budget, as amended from time to time by the CITY. The District's Finance Director is authorized to pay all invoices upon receipt.

7.2 Other Fees and Expenses.

The District shall reimburse or pay the CITY for all costs and expenses and additional services provided by the CITY.

7.3 Accounting Records.

CITY shall maintain up-to-date financial and accounting records as they apply to the services rendered by the CITY under the terms of this Agreement including all bills,

receipts, and invoices related to Extraordinary Costs. All records must be kept in accordance with the CITY's standard accounting practices and made available to the District within fifteen (15) working days of District's written request.

ARTICLE VIII RISK MANAGEMENT

8.1 CITY's Insurance.

CITY agrees to secure, at District's expense, insurance necessary to protect itself and shall secure and maintain in force the following insurance policies, with the limits set forth below, or such other limits as the CITY determines from time to time are in the public interest:

(a) Workers' Compensation and Employers' Liability insurance in an amount sufficient by virtue of the laws of the jurisdiction in which the services or any portion of the services are performed;

(b) General Liability Insurance in which the limit of liability for injuries, including accidental death, shall be at least One Million (\$1,000,000) Dollars for any one occurrence;

(c) General Liability Insurance in which the limit of liability for property damage shall be at least One Million (\$1,000,000) for any one occurrence;

(d) Automobile Liability Insurance in which the limit of liability for injuries, including accidental death, shall be at least One Million (\$1,000,000) Dollars for any one occurrence;

(e) Automobile Liability Insurance in which the limit of liability for property damage shall be at least One Million (\$1,000,000) for any one occurrence; and

All insurance policies shall be issued by reputable insurance companies authorized to do business under the laws of the jurisdiction in which the services hereunder are to be performed and shall contain mutual waivers of subrogation. All such insurance policies will be primary in the event of the occurrence of a loss that is insured under the CITY's insurance policies hereunder and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured. Insurance certificates evidencing such insurance naming the District as an additional insured shall be filed with District on or before the CITY begins performing any services hereunder.

CITY agrees to provide the District with a thirty (30) day prior written notice of the cancellation of any policy hereunder.

CITY agrees to insert in all subcontracts issued hereunder, provisions which shall conform substantially to the language of this section, including this paragraph.

8.2 District Insurance.

The CITY will obtain for the District property and structures liability insurance, flood and fire insurance policies, including extended coverage plus coverage for vandalism, theft and malicious mischief, to the full insurable value of the Facilities. The CITY may include insurance for the District within the CITY's insurance policies.

ARTICLE IX MISCELLANEOUS

9.1 Relationship.

The relationship of the CITY to the District is that of Independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between CITY and District, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

9.2 Entire Agreement; Amendments.

This Agreement contains the entire agreement between the District and the CITY and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both parties.

9.3 Headings, Attachments and Exhibits.

The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Appendices, attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

9.4 Waiver.


The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

9.5 Assignment.

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

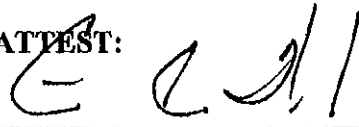
[Signature Page to Follow]

CITY OF RIVIERA BEACH, FLORIDA



MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:


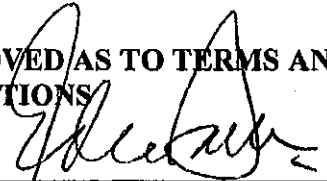
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

**REVIEWED AS TO LEGAL
SUFFICIENCY**




PAMALA H. RYAN
CITY ATTORNEY

**APPROVED AS TO TERMS AND
CONDITIONS**

BY: 


DEPARTMENT DIRECTOR

**CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT**



DAVID G. SCHNYER
CHAIRPERSON

(DISTRICT SEAL)

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK

**REVIEWED AS TO LEGAL
SUFFICIENCY**



PAMALA H. RYAN
DISTRICT ATTORNEY