

The City of **Boynton Beach**



City Commission Agenda

Tuesday, May 2, 2017, 6:30 PM

Commission Chambers

100 E. Boynton Beach Blvd., Boynton Beach, FL 33435

Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)

Vice Mayor Justin Katz (District I)

Commissioner Mack McCray (District II)

Commissioner Christina L. Romelus (District III)

Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager

James Cherof, City Attorney

Judith A. Pyle, City Clerk

MISSION

**To create a sustainable community by providing exceptional
municipal services, in a financially responsible manner.**

America's Gateway to the Gulfstream



www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

**GENERAL RULES & PROCEDURES FOR PUBLIC PARTICIPATION AT
CITY OF BOYNTON BEACH COMMISSION MEETINGS**

THE AGENDA:

There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

SPEAKING AT COMMISSION MEETINGS:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:

When addressing the Commission, please step up to either podium and state, for the record, your name and address.

DECORUM:

Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all pagers and cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

City Commission meetings are held in the Boynton Beach City Commission Chambers, 100 East Boynton Beach Boulevard, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

- A. Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Roll Call

Agenda Approval:

- 1. Additions, Deletions, Corrections
- 2. Adoption

2. OTHER

- A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

- A. Proclaim May 7-13, 2017 as Municipal Clerks Week. Judith A. Pyle, City Clerk of Boynton Beach will be present to accept the proclamation.
- B. Proclaim May 2017 as National Mental Health Month. Boynton Beach Mental Health Committee.
- C. Proclaim the month of May as National Mental Health Awareness Month. Katherine Murphy, Director of Programs NAMI/PBC will be present to accept the proclamation.
- D. Proclaim the week of May 14, 2017 as Water Reuse Week. Laura R. Corry, Regional Representative with South Florida Water Management District will be present to accept the proclamation.
- E. Proclaim May as National Drowning Prevention Month. Amy Blackman Recreation Superintendent of Boynton Beach will be present to accept the proclamation.
- F. Presentation by Eleanor Krusell, Public Information Manager, highlighting Communications/Marketing operations for the City.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

- A. Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Alt

Building Board of Adjustments & Appeals: 2 Reg and 2 Alts
Library Bd: 2 Regs
Recreation & Parks Bd: 2 Alts
Senior Advisory Bd: 2 Alts

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

- A. **PROPOSED RESOLUTION NO. R17-045** - Authorize the City Manager to sign the proposal, dated April 25, 2017 with Stantec Consulting Services for Advisory Consultant Services for the Town Square Redevelopment project during Phase I planning for an amount not to exceed \$90,000, in accordance with RFQ No. 017-2821-14/DJL, General Consulting Services Contract, Scope Category D awarded by Commission on July 1, 2014.
- B. Approve funding in the amount not to exceed \$12,000 for a Commercial Rent Reimbursement Grant and an amount not to exceed \$15,000 for a Commercial Interior Build-Out Grant to Non-Prophet Brewing Company, 2910 NW Commerce Park Drive, Boynton Beach, FL 33426.
- C. Approve a \$3,000 donation to the 211 Helpline from the Law Enforcement Trust Fund to support their crisis hotline and community helpline.
- D. Approve utilizing the St. Johns County School District vendor agreement with U.S. Water Services Corporation (RFP 2014-20) in the amount of \$89,200 for water and wastewater operation and management services thru September 30, 2017. St. Johns County School District procurement process satisfies the City's competitive bid requirements.
- E. Approve an increase to Purchase Order No. 170835 with Pantropic Power for the rental of a 1,000 kilowatt (KW) backup emergency generator and cables at the East Water Treatment Plant for a monthly cost of \$9,066.00 for an additional six (6) months, increasing the purchase order from \$16,901.00 to \$71,297.00.
- F. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2017.
- G. Approve the minutes from the Regular City Commission meeting held on April 18, 2017.

7. BIDS AND PURCHASES OVER \$100,000 - None

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

- A. **PROPOSED ORDINANCE NO. 17-010 - SECOND READING - PUBLIC HEARING** - Approve Nurse 1 Future Land Use Map Amendment from High Density Residential (HDR) to Local Retail Commercial (LRC). Agent: Bradley D. Miller of Miller Land Planning, Inc. for CM&J Boynton Properties, LLC, property owner.
- B. Approve New Site Plan request for a one-story, 2,338 square foot office building and related site improvements on property located on the east side of SE 3rd Street, one lot north of SE 23rd Avenue. Applicant: Bradley Miller, Miller Land Planning, Inc. ***(Tabled to May 2, 2017 to correspond with the 2nd Reading of the Land Use Amendment application.)***

10. CITY MANAGER'S REPORT - None

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS - None

13. LEGAL - None

14. FUTURE AGENDA ITEMS

A. Monthly Departmental Presentations:

ITS/GIS - June, 2017

Public Works - July, 2017

B. The Commission has scheduled a Public Input - Budget Workshop on:

Tuesday, May 30, 2017 @ 6:30 P.M. in the City Commission Chambers

C. July 5, 2017 Commission Meeting has been cancelled.

D. Budget workshops for the FY 17/18 budget are scheduled in the Library Program Room on the following dates and times:

Monday, July 17, 2017 @ 5:00 P.M.

Tuesday, July 18, 2017 @ 10:00 A.M.

Wednesday, July 19, 2017 @ 2:00 P.M.

E. Proposed Medical Cannabis Dispensary Ordinance - 6/20/17

F. Draft workforce housing ordinance for discussion - 6/20/17

15. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CITY'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CITY'S WEB SITE CAN BE OBTAINED FROM THE OFFICE OF THE CITY CLERK.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department
City Clerk

Reviewer
Pyle, Judith

Action
Approved

Date
3/14/2017 - 3:47 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/14/2017 - 3:47 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Proclaim May 7-13, 2017 as Municipal Clerks Week. Judith A. Pyle, City Clerk of Boynton Beach will be present to accept the proclamation.

EXPLANATION OF REQUEST:

To recognize the vital and appreciated services performed by Municipal and Deputy Clerks in serving the changing needs of their communities.

Municipal Clerks Week was initiated in 1969 by IIMC and is endorsed by all of its members throughout the United States, Canada and 15 other countries. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES: Not to Proclaim May 7-13 2017 as Municipal Clerks Week

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	4/26/2017 - 1:17 PM
Finance	Howard, Tim	Approved	4/26/2017 - 1:20 PM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:47 PM

Proclamation

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and the Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants and:

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, does recognize the week of May 7 through May 13, 2017, as:

Municipal Clerks Week

and further extend appreciation to our Municipal Clerk, Judith A. Pyle, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, this 2nd day of May 2017.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Proclaim May 2017 as National Mental Health Month.
Boynton Beach Mental Health Committee.

EXPLANATION OF REQUEST:

The Boynton Beach community has access to coordinated and integrated networks of behavioral health services and supports that enhance mental health, wellness and quality of life.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: Not to proclaim May 2017 as National Mental Health Month

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	4/26/2017 - 10:52 AM
Finance	Howard, Tim	Approved	4/26/2017 - 11:07 AM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:35 PM

Proclamation

WHEREAS, mental illness is recognized as a prevalent health problem in America, exceeding cancer, lung disease, heart disease and obesity combined, and early diagnosis and treatment can enable most individuals to recover and lead productive lives; and

WHEREAS, one in four adults in Palm Beach County, as well as 21 percent of children and youth have mental illness and nearly half of those suffer from two or more conditions simultaneously, including schizophrenia, bipolar disorder, substance abuse and depression which may result in joblessness, domestic violence, homelessness, absenteeism, divorce, bullying, school dropouts and suicide; and

WHEREAS, all of us must strive to start the conversation to remove the fear and misunderstanding around mental illness and its treatment so that those with a mental disorder can take action to get the help they need; and

WHEREAS, advocates and elected officials in South County have proclaimed mental health a priority and have combined efforts to provide leadership and assistance to break the silence throughout Palm Beach County through the Action Alliance on Mental Health; and

WHEREAS, every citizen shares the burden of mental health problems and has a responsibility to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for early identification and accessible services for all people struggling with mental illness

NOW, THEREFORE, in recognition of the efforts of the Boynton Beach Mental Health Committee to promote mental health education and awareness in the community, I, Steven B. Grant, by virtue of the authority vested in me as Mayor of the City of Boynton Beach, Florida, hereby proclaim May 2017 as:

National Mental Health Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida the 2nd day of May, Two Thousand and Seventeen.

Steven B. Grant, Mayor

ATTEST:

City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Proclaim the month of May as National Mental Health Awareness Month.

Katherine Murphy, Director of Programs NAMI/PBC will be present to accept the proclamation.

EXPLANATION OF REQUEST: NAMI, the National Alliance on Mental Illness, is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness. What started as a small group of families gathered around a kitchen table in 1979 has blossomed into the nation's leading voice on mental health. Today, we are an association of hundreds of local affiliates, state organizations and volunteers who work in your community to raise awareness and provide support and education that was not previously available to those in need. - See more at: <http://www.nami.org/About-NAMI#sthash.ZUf0DldW.dpuf>

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: Not to proclaim the month of May National Mental Health Awareness Month.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	4/26/2017 - 1:20 PM
Finance	Howard, Tim	Approved	4/26/2017 - 1:21 PM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:42 PM

Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, everyone experiences times of stress and struggle in their lives; and

WHEREAS, one in four adults and one in five youth ages 13-18 experience serious mental illness; and

WHEREAS, 60 % of adults and 50 % of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame; and

WHEREAS, community understanding and available supports and services can greatly impact a person's ability to handle their stress and struggle and move forward; and

WHEREAS, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares accountability for the community's mental health needs and has a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, the City of Boynton Beach alongside NAMI Palm Beach County recognizes the impact of awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success;

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month May 2017 as:

Mental Health Awareness Month

and we the City will stand with the nation in recognizing May as "Mental Health Awareness Month" hereby committing to focusing on the mental health needs of our citizens and encouraging conversation and collaboration to counteract the stigma and barriers to services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 2nd day of May, Two Thousand Seventeen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Proclaim the week of May 14, 2017 as Water Reuse Week. Laura R. Corry, Regional Representative with South Florida Water Management District will be present to accept the proclamation.

EXPLANATION OF REQUEST: Florida Water Reuse Week highlights the importance of Water Reuse—the utilization of highly treated wastewater effluent for beneficial purposes—to the sustainability of Florida's water supply and ecosystem. Water Reuse Week was first celebrated in Florida in 2007, the year after DEP's Reuse Program was recognized by the EPA as a Leader in Water Efficiency. The Board of Trustees of WaterReuse Florida in partnership with Florida Water Environment Association and FDEP supported the Florida's Governor in 2009 through 2013 in celebrating Florida Water Reuse Week around the third week in May.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES: Not to proclaim the week of May 14, 2017 as Water Reuse Week.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Proclamation	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	4/26/2017 - 10:53 AM
Finance	Howard, Tim	Approved	4/26/2017 - 11:08 AM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:43 PM

Proclamation

WHEREAS, safe, clean and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors; and

WHEREAS, although Florida's water supplies are finite, the state's population and need for water resources continue to increase; and water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the state's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes, and

WHEREAS, Florida has risen to be the national leader in water reuse -- reusing 727 million gallons of reclaimed water per day to conserve freshwater supplies and replenish our rivers, streams, lakes, and aquifers; and

WHEREAS, Florida's permitted reuse capacity is almost 1.7 billion gallons per day (more than 65% of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

WHEREAS, WaterReuse Florida, the state section of the WaterReuse Association, has proclaimed the week of May 14, 2017 as Florida Water Reuse Week; and the City of Boynton Beach has joined with WaterReuse Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District in encouraging and promoting water reuse and conservation; and

WHEREAS, the City of Boynton Beach has implemented a water reuse program and encourages efficient and effective use of reclaimed water; and

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the May 14-20, 2017 as:

WATER REUSE WEEK

the City of Boynton Beach is calling upon each citizen and business to help protect our precious water resources by practicing efficient and effective use reclaimed water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the Second Day of May, Two Thousand Seventeen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk
(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Proclaim May as National Drowning Prevention Month. Amy Blackman Recreation Superintendent of Boynton Beach will be present to accept the proclamation.

EXPLANATION OF REQUEST:

The month of May is the beginning of warmer weather which brings a larger number of people to the water. This brings an increase in drowning tragedies; therefore May is officially National Drowning Prevention Month. Drowning is a leading cause of unintentional injury death worldwide, and the highest rates are among children. Unfortunately, Florida leads the nation in drowning deaths in children between the ages of one and four and Brevard County ranks 8th in the state. It takes less than thirty seconds for a child to drown. Simple water safety steps can save lives. You should stay close, always be alert and watch your children at all times. Seconds count so all parents, caregivers, and children should learn and practice survival swimming skills, CPR and have life-saving equipment such as life rings and jackets available for use. You should use barriers such as fencing, pool alarms, or covers. It is also important to avoid drain entrapments. Do not let your children play or swim near drains or suction outlets.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES: Not to proclaim May as National Drowning Prevention Month

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type

Description

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	4/28/2017 - 10:02 AM
Finance	Howard, Tim	Approved	4/28/2017 - 10:22 AM
City Manager	LaVerriere, Lori	Approved	4/28/2017 - 10:41 AM

Proclamation

WHEREAS, Drowning prevention Month was established through a collaborative effort across the county to promote water safety and drowning prevention; and

WHEREAS, drowning is a leading cause of death and disability to children under the age of five; and

WHEREAS, each year, near drowning accidents result in life-long disabilities; and

WHEREAS, the Department of Developmental Services and the Drowning Prevention Foundation continue to raise awareness on this issue, and remind parents and care givers that “kids are not drown proof”; and

WHEREAS, the month of May, has been identified as Drowning Prevention Month by the National Drowning Prevention Alliance; and

WHEREAS, with temperatures on the rise, more people are heading out to enjoy summer activities, many of which include water and swimming; and

WHEREAS, by becoming informed each of us can enjoy a fun and safe summer.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of May Two Thousand Seventeen as:

DROWNING PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 2nd day of May, Two Thousand Seventeen.

Steven B. Grant, Mayor

ATTEST:

Judith A. Pyle, CMC
City Clerk
(Corporate Seal)



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Presentation by Eleanor Krusell, Public Information Manager, highlighting Communications/Marketing operations for the City.

EXPLANATION OF REQUEST: 5-10 minute Powerpoint presentation about the department

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Assistant City Manager	Groff, Colin	Approved	4/27/2017 - 6:46 PM
Finance	Howard, Tim	Approved	4/27/2017 - 10:16 AM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:51 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Alt
Building Board of Adjustments & Appeals: 2 Reg and 2 Alts
Library Bd: 2 Regs
Recreation & Parks Bd: 2 Alts
Senior Advisory Bd: 2 Alts

EXPLANATION OF REQUEST: The attached list contains the names of those who have applied for vacancies on the various Advisory Boards. A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type

Description

- ▣ Attachment
- ▣ Other

Appointments 05-02-17
Ammon

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/14/2017 - 3:47 PM

APPOINTMENTS AND APPLICANTS FOR MAY 2, 2017

Arts Commission

II	McCray	Alt	1 yr term to 12/17 Tabled (2)
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Applicants

None

Building Board of Adjustments and Appeals

I	Katz	Reg	3 yr term to 12/17 Tabled (2)
II	McCray	Alt	1 yr term to 12/17 Tabled (2)
III	Romelus	Alt	1 yr term to 12/17 Tabled (2)
IV	Casello	Reg	3 yr term to 12/17 Tabled (2)

Applicants

None

Library Board

I	Katz	Reg	3 yr term to 12/17
II	McCray	Reg	3 yr term to 12/17

Applicants

None

Recreation & Parks Board

I	Katz	Alt	1 yr term to 12/17 Tabled (2)
II	McCray	Alt	1 yr term to 12/17 Tabled (2)

Applicants

Eric Ammon

Senior Advisory Board

III	Romelus	Alt	1 yr term to 12/17 Tabled (3)
IV	Casello	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None

Ellis, Shayla

From: ericammon <noreply@123contactform.com>
Sent: Thursday, April 27, 2017 9:16 AM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	04/27/2017
Name	Eric Ammon
Gender	Male
Phone number	914-924-0421
Address	3100 Fernwood Dr Boynton Beach FL 33435 United States
Email	<u>ericammon@gmail.com</u>
Current occupation or, if retired, prior occupation	Executive
Education	
Are you a registered voter?	Yes <i>OK</i>
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board
Personal Qualifications	Owned and operated multiple franchises. Years of professional advertising experience. Currently organizes and runs private jet company with offices around the world.
Professional Memberships	
Certification	I, the applicant, hereby certify that the statements and answers provided herein

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
17 APR 27 AM 9:41

are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 76.108.76.48 (United States) at 2017-04-27 08:16:10 on Chrome 57.0.2987.133

Entry ID: 215

Referrer: www.boynton-beach.org/officials/recreation_and_parks_board.php



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: **PROPOSED RESOLUTION NO. R17-045** - Authorize the City Manager to sign the proposal, dated April 25, 2017 with Stantec Consulting Services for Advisory Consultant Services for the Town Square Redevelopment project during Phase I planning for an amount not to exceed \$90,000, in accordance with RFQ No. 017-2821-14/DJL, General Consulting Services Contract, Scope Category D awarded by Commission on July 1, 2014.

EXPLANATION OF REQUEST: Stantec Consulting Services Inc. was approved to provide consulting services to the City under the General Consulting Services contract. Stantec has expertise in providing these services on Public-Private Partnership projects. These advisory consulting services are needed to supplement current City staff to develop the Phase I product for this project.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted The funds for this proposal are utilizing the payment from the selected development team of E2L Real Estate Solutions as specified in the Request for Proposals. The funds have been received and have been placed into the budget for this use.

ALTERNATIVES: Utilize staff only to complete Phase I and stop other projects currently underway to provide the time necessary for this project.

STRATEGIC PLAN: Energetic Downtown: Focal Point for Boynton Beach

STRATEGIC PLAN APPLICATION: The Town Square Redevelopment project was identified as a top priority for the City Commission for the FY2016-2017 Strategic Plan

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Resolution	Resolution approving proposal with Stantec Consulting Services
▣ Other	Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	4/26/2017 - 12:45 PM
Finance	Howard, Tim	Rejected	4/26/2017 - 12:49 PM
Utilities	Groff, Colin	Approved	4/26/2017 - 1:29 PM
Finance	Howard, Tim	Approved	4/27/2017 - 9:52 AM
Legal	Swanson, Lynn	Approved	4/27/2017 - 4:35 PM
City Manager	LaVerriere, Lori	Approved	4/28/2017 - 10:06 AM

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30 Stantec Consulting Services for the Town Square Redevelopment project during Phase I
31 planning for an amount not to exceed \$90,000.00, a copy of which is attached hereto as
32 Exhibit "A".

33 Section 3. This Resolution shall become effective immediately upon passage.

34 **PASSED AND ADOPTED** this ____ day of _____, 2017.

35 CITY OF BOYNTON BEACH, FLORIDA

36		YES	NO
37			
38			
39	Mayor – Steven B. Grant	_____	_____
40			
41	Vice Mayor – Justin Katz	_____	_____
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43	Commissioner – Mack McCray	_____	_____
44			
45	Commissioner – Christina L. Romelus	_____	_____
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47	Commissioner – Joe Casello	_____	_____
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49	VOTE	_____	

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51 ATTEST:

52
53
54 _____
55 Judith A. Pyle, CMC
56 City Clerk

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58
59
60 (Corporate Seal)
61



Stantec Consulting Services Inc.

777 S Harbour Island Boulevard, Suite 600, Tampa FL 33602

April 25, 2017
Project # 179801770

Mr. Colin Groff
Assistant City Manager
City of Boynton Beach
100 East Boynton Beach Blvd.
Boynton Beach, FL 33435

Dear Mr. Groff:

Reference: Town Square P3 Project: Phase 1 Owner Advisory Services

In accordance with the terms and conditions of the consulting agreement between the City of Boynton Beach (hereinafter referred to as the "City" or "Client") and Stantec Consulting Services, Inc., (hereinafter referred to as "Consultant", "We" or "Stantec"), dated September 8, 2014, we are pleased to provide this proposal in support of the Town Square P3 Project.

I have attached a scope and fee for your review and approval. We look forward to the opportunity of working with you on this important project.

GENERAL DESCRIPTION OF PROJECT

Town Square has the potential to become the anchor of new downtown corridors for the City of Boynton Beach along both Ocean Avenue and Boynton Beach Boulevard. Redevelopment can trigger the long-term economic resilience of the City, both within the 16 acres of Town Square and on adjoining properties. The City also seeks to upgrade civic infrastructure that is either obsolete or planned for relocation, including City Hall, the Police Headquarters and a downtown fire station. The strategy that the City has adopted to achieve revitalization and redevelopment is to use the financial mechanism and creativity inherent in a Public-Private Partnership between the City of Boynton Beach, the City of Boynton Beach Community Redevelopment Agency (CRA), and the private development community.

Stantec has assisted the City in preparation of a two-part Request for Qualifications (RFQ), in compliance with Florida Statute 287.05712 "Public-private partnerships", as a first step to selecting a private developer for Town Square and the provision of needed public facilities to be located within Town Square and upon other possible City-owned parcels, including a site on High Ridge Road and another at Rolling Green. The RFQ has been issued and responses to RFQ Part I were received and subsequently reviewed by the City. At that time the City selected a short list of three developers who submitted additional information related to their potential development intentions and deal structure as RFQ Part II. The City then selected a developer, E2L Real Estate Solutions and is working to negotiate a development partnership contract that will best meet the

Design with community in mind



April 25, 2017

Page 2 of 5

Reference: Town Square P3 Project

City's objectives. The City has asked Stantec to submit a follow up proposal to assist them further defining the deal with the selected developer, E2L Real Estate Solutions and negotiating the development contract. Scope of Services are as follows:

SCOPE OF SERVICES

A. Development Contract Negotiation

1. Work with City departments to provide programs, plans, and specifications to provide guidance and help define the product that the Selected Developer, E2L Real Estate Solutions will be responsible for providing.
2. Based upon the City's objectives and the Selected Developer, E2L Real Estate Solutions, help the City negotiate a development contract in conjunction with City's counsel and senior staff.
3. Review initial cost estimates and evaluate financial analysis.
4. Advise the City on Real Estate Terms and Financial Structure as necessary during the course of the negotiation.
5. Assist the City departments with e-Builder Implementation as outlined below:

Phase 1: Discovery of Current State and Recommendations for Town Square P3 project

- a. Stantec will meet with the City and review currently implemented e-Builder configuration.
 - i. Review and Summarize Findings
- b. Stantec will conduct discovery sessions to determine the needs of the Town Square P3 Project in the context of e-Builder.
 - i. This includes but may not be limited to the following:
 1. Project structure
 2. Cost tracking
 3. Automated business workflow processes
 4. Schedule management



April 25, 2017

Page 3 of 5

Reference: Town Square P3 Project

5. Issue tracking
 6. Document Management
 7. Reporting
 8. Access Controls
- ii. At the conclusion of the discovery process Stantec will provide a list of recommendations for the City's approval before executing any updates to the e-Builder system.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. RFP Development on behalf of the City for Owner's Representative and Program & Project Management Services.
2. Based on discussions with Colin Groff, Stantec would like to pursue moving forward with Phase 2 Owner Advisory / Program and Project Management Services for the Town Square Redevelopment. Services are excluded from this proposal.
3. License fees and any software specific configuration costs (by eBuilder) are not included.
4. Phase 2: Discovery of Current State and Recommendations for Town Square P3 project
 - a. *Execute the configuration changes in the e-Builder system
 - b. Stantec can provide onsite training for system administrators and users if requested by the City.

*Note - Stantec Recommends that configuration changes be made in accordance with the "Program Management Plan".

5. Any services not specifically identified and described in the above Scope of Services.

SCHEDULE AND STAFFING

As discussed with Colin Groff, Phase 1 services are anticipated to take approximately 4-6 months beginning May 2, 2017.



April 25, 2017
Page 4 of 5

Reference: Town Square P3 Project

Project Team

Task A will be undertaken by Drew Leff (Principal in Charge), Zach Mariacher (Project Executive), Alexandra Phillips (Project Manager), Eric Hjelle (Senior Controls Specialist) and Daniel Moscovitz (Systems Implementation Manager) with input from Dave Walker and Brian Sirbovan, all from Stantec's Programs and Business Solutions group.

FEE AND BILLING

Stantec will accomplish the services outlined in the scope of services for the fee structure as follows plus expenses:

- Task A, above, will be performed hourly with a not to exceed (NTE) \$90,000 (Ninety Thousand Dollars) without approval.

Reimbursable Expenses are in addition to the fees above and include plans, reproductions, travel, etc. Invoicing and payment will be in accordance with the terms and conditions of the consulting agreement between the City of Boynton Beach and Stantec dated September 8, 2014 and shall govern this agreement as applicable.

Fees and expenses will be invoiced monthly. Payment will be due within 30 days of the date on the Stantec invoice. We will apprise the City of the budget status monthly to control expenditures.

If you concur with the foregoing and wish to direct us to proceed with the services, please execute the enclosed copy of this letter agreement in the space provided and return. Fees and time stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. appreciates the opportunity to submit this letter agreement. Please contact me at 617.654.6039 if you have any questions.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.

Drew Leff
Principal
Phone: (617) 654-6039
Fax: (617) 523-4333
Drew.Leff@stantec.com

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April 25, 2017
Page 5 of 5

Reference: Town Square P3 Project

cc. Zachary Mariacher

Agreed to this _____ day of April, 2017

CITY OF BOYNTON BEACH
A Municipality

By: _____,

(Print or Type Name)

Attest: _____, Witness

(Print or Type Name)

Official Seal:



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Approve funding in the amount not to exceed \$12,000 for a Commercial Rent Reimbursement Grant and an amount not to exceed \$15,000 for a Commercial Interior Build-Out Grant to Non-Prophet Brewing Company, 2910 NW Commerce Park Drive, Boynton Beach, FL 33426.

EXPLANATION OF REQUEST:

Non-Prophet Brewing Company, a new kombucha brewing company within the Boynton Beach city limits submitted two applications for financial assistance to the Economic Development Division. The first application is for \$15,000 from the Commercial Interior Build-Out Grant Program and the second application is for \$12,000 from the Commercial Rent Reimbursement Program. The Commercial Interior Build-Out Grant program offers financial assistance up to \$15,000 to help offset upfront commercial remodel expenses associated with starting up or expanding business operations. The Commercial Rent Reimbursement Grant program offers financial assistance up to \$12,000 in the form of rent payment reimbursement up to half of the business's monthly rent or \$1,000 per month, whichever is less. The applicant meets all program guidelines required to be awarded funds from the Commercial Interior Build-Out and Rent Reimbursement Grants.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

As part of the City's Economic Development Program, incentives have been designed to provide financial assistance to new and existing businesses during the critical first or expansion year of operation.

FISCAL IMPACT: Budgeted

A maximum of \$27,000 from fund 001-2419-559-49-68. City will reimburse applicant on a quarterly basis.

ALTERNATIVES:

Modify funding amount or do not award.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
▢ Attachment	Commercial Rent Reimbursement Program Application
▢ Attachment	Commercial Interior Build-Out Grant Program Application

REVIEWERS:

Department	Reviewer	Action	Date
Development	Grissom, Patsy	Approved	4/26/2017 - 4:55 PM
Development	Mack, Andrew	Approved	4/26/2017 - 4:57 PM
Development	Groff, Colin	Approved	4/27/2017 - 7:20 AM
Finance	Howard, Tim	Approved	4/27/2017 - 9:02 AM
Legal	Swanson, Lynn	Approved	4/27/2017 - 1:59 PM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:43 PM



2013/2014
City of Boynton Beach
Commercial Rent Reimbursement Program Guidelines

The Commercial Rent Reimbursement Program is designed to help facilitate the establishment of new businesses and aide in the expansion of existing businesses within the City who are not located in the Community Redevelopment Area. The program is designed to provide financial assistance to new and existing businesses in the form of a Rent Reimbursement intended to help businesses during the critical first or expansion year of operation.

I. Program

The Commercial Rent Reimbursement Program offers financial assistance in the form of rent payment reimbursement for up to half of the business's monthly rent or \$1,000.00 per month, whichever is less. The time period of eligibility for assistance is up to twelve months within the first eighteen months of a multi-year lease. The maximum total reimbursement per business is \$12,000.00.

Commercial Rent Reimbursement Program funding may be budgeted annually and will be awarded on a first-come, first-serve basis. All applications are subject to City Commission approval. Making application to the program is not a guarantee of funding.

II. Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding under the Commercial Rent Reimbursement Program:

1. The business location must be within the City limits, in Commercial, Industrial or Suburban Mixed-Use districts, excluding those within the Community Redevelopment Area (see attached map).
2. The business must have or obtain a Business Tax Receipt to operate within the City of Boynton Beach and Palm Beach County and must provide proof that the business is properly licensed by all necessary level of government and professional agencies or associations.
3. A new business venture is defined as a company in operation for less than six months or is relocating to Boynton Beach.
4. An existing business is defined as being in operation for more than six months at the time of application.

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5. An existing business must expand to occupy more than thirty percent (30%) of its current square footage size, or add a minimum of one (1) additional employee. If an additional employee will be hired, the applicant shall be required to pay at least \$17.33 which is 10% higher than Palm Beach County's median wage. The Verification of this threshold must be provided in the application package.
6. Applicant must have a proposed or executed multi-year lease (two year minimum).
7. Businesses must employ a minimum of two (2) full-time equivalent W-2 or 1099 contracted employees whose wages are reported to the state and federal government; a position occupied by the business owner may count toward one of the required job positions. For the purposes of this grant, a full time equivalent employee (FTE) is defined as working a minimum of 2,080 annual hours at or above the prevailing Federal minimum wage.
8. The Applicant's Experian consumer report must reflect an acceptable level of financial stability, within the sole discretion of the City, as an eligibility requirement for funding.

III. Ineligible Businesses & Conditions

Subletting of the property by grant recipient is prohibited. Violation will constitute repayment of the City grant funding.

The City considers the following to be subletting: Any business entity in which the (a) grant recipient is not listed as the registered agent, owner, officer or director of said business, and (b) lists its place of business as the leased premises of the grant recipient and (c) has obtained a business tax receipt from the City of Boynton Beach for the grant recipient's leased premises or any part thereof.

The following businesses are considered **ineligible** for assistance under the Commercial Rent Reimbursement Program:

- a. Non-profit or not-for-profit entities
- b. Businesses that employ less than two full-time equivalent W-2 employees or 1099 contracted employees.
- c. Businesses who do not report employees' wages to the State of Department of Revenue.
- d. New businesses using a D/B/A that has been used by another business within the past twelve (12) months.

IV. Grant Terms and Conditions

Applicant must be a tenant and have a proposed or executed multi-year lease (two year minimum). The commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented including square footage and a drawing of the space.

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- Description of utilities that the tenant is responsible for.
- Rental rate and deposits along with terms of lease and methodology for future rent increases.
- Responsible party for interior and exterior repairs and/or improvements.
- Insurance requirements.
- Conditions/ability of lease termination.
- Consequences of default on the lease.

Rent reimbursements will not be paid until all construction has ended, certificate of use, business tax receipt are issued (City and County), and the business is open for operation.

The City will issue reimbursement on a quarterly basis directly to the applicant for the monthly rent payment made to the Landlord upon receipt and verification that the payment has been cleared by the bank.

The responsibility for all rental payments is between the contracted parties to the lease, as such the tenant and the landlord. As grantor, the City neither bears nor accepts any responsibility for payment of rent at any time, nor penalties incurred for the late arrival of payments by any party.

The Commercial Rent Reimbursement program may only be used one time by any one specific business entity or business owner.

The City reserves the right to approve or deny any Commercial Rent Reimbursement Program application and to discontinue payments at any time if in its sole and absolute discretion it determines that the business will not further the goals and objectives established for the economic development of the City. The receipt of past payments is not a guarantee of future reimbursement payments.

V. Procedures for Application and Approval

Application Process

All applicants are strongly encouraged to meet with Development Department staff in order to determine eligibility before submitting an application. Funding requests will not be considered until all required documentation is submitted to the City's Development Department. Application packets must include the following documentation:

1. Complete and signed application.
2. W9 Form (attached to grant application).
3. Copy of all business tax receipts (City and County).
4. Copy of the corporate documents for the applying business entity.
5. Copy of executed or proposed multi-year commercial lease agreement.
6. Resume or qualifications including, experience and track records of each business owner describing prior experience.

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7. Two (2) years of corporate tax returns (for existing businesses only).
8. Two (2) years of personal tax returns for the principals/owners of a new business.
9. List of jobs to be created including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule.
10. For business expansion, a copy of design/floor plans and/or construction plans associated with the proposed improvements, indicating the existing and proposed square footage size (expansion size must be minimum 30% of existing)

Approval of Funding Request – Once eligibility is verified and all required documentation has been submitted, City staff will present the funding request to the City Commission for approval. The City Commission meets on the first and third Tuesday of each month. Applicant will be notified of the date and time their application will be presented to the City Commission. It is recommended that the Applicant attend the City Commission Meeting in order to answer any questions the Commission may have regarding their application. City Staff will notify the applicant of approval or denial in writing. **Proposed leases must be executed within thirty (30) days of City Commission approval or the grant award is terminated.**

VI. Procedures for Reimbursement

Quarterly Rent Reimbursement Payments

Rent Reimbursement payments will be reimbursed to grant recipient on a quarterly basis beginning the first full month that the business is open for operations subsequent to City Commission approval. A maximum of twelve (12) consecutive monthly rent payments will be reimbursed to the approved applicant.

By accepting the grant, the applicant agrees to comply with the quarterly reporting requirement of providing the City with proof of employee wage reporting for the four consecutive quarters following the grant approval. This is to verify that the required job positions are properly fulfilled and maintained. Each report shall be made within ten (10) days of the start of the next applicable quarter, following the initial reimbursement request.

In order to receive quarterly rent reimbursement the grant applicant must submit a written request for that quarter's reimbursement payment along with:

1. Written request for reimbursement.
2. Proof of rent payment (i.e. copies of the front and back of cancelled rent checks for that quarter's reimbursement or proof of direct deposit).
3. For W-2 eligible employees, timely Florida Department of Revenue Employers Quarterly Report (**UCT-6**) for each consecutive quarter must be submitted.

or

For sole proprietorships, partnerships, s-corporations and 1099-MISC eligible employees copies of all cancelled salary checks or proof of direct deposits for

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each full time/full time equivalent employee for each month within that specific quarter

If applicant does not submit its quarterly reimbursement request with a copy of its quarterly UCT-6 form within thirty (30) days following the end of the quarter in which applicant is requesting reimbursement, applicant forfeits that quarter's reimbursement.

Site Visits – City staff will conduct a site visit before reimbursement payments begin in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.

Discontinuation of Payment – The receipt of past payments is no guarantee of future payments. The City retains the right to discontinue Rent Reimbursement payments at any time according to its sole and absolute discretion.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program Application and Guidelines.

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2013/2014
City of Boynton Beach
Commercial Rent Reimbursement Program Application
(Please Type or Print Only – Use Additional Sheets if Necessary)

BUSINESS INFORMATION:

Applicant's Name: NON PROPHET BREWING Co (Chris Montelius)
Applicant's Mailing Address: 3200 SE 1st Ct
Boynton Beach FL 33435
Business Name (D/B/A if applicable): NON PROPHET BREWING Co
Current Business Address: 2912 NW Commerce Park Dr
1 + 5
Phone: 786 320 8578 Fax: _____
Email: chrismontelius@gmail.com Fed ID# 46-2015752
Months/years @ Current Location: 6 mo
New Business to Boynton Beach: Yes X No _____
Do you have an executed lease agreement? Yes X No _____ Monthly Rent: 2500-
New Business Address (if applicable): _____

Existing Business: Yes X No _____ Number of years in existence: 2
Square footage of existing location 750 Square footage of new location 2000
Type of Business: Beverage Manufacturing
Number of Employees: 1 Hours of Operation 9-6
Are you applying for grant assistance under any other program offered by the City?
Yes X No _____ If yes, what additional programs are you applying for:
Buildout
Are you receiving grant assistance from any other governmental agencies? Yes _____
No X
If yes, list any additional grant sources and amounts: _____

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CERTIFICATION AND WAIVER OF PRIVACY:

I, the undersigned, applicant(s) certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the City of Boynton Beach Commercial Interior Build-Out Program, and it is true and complete to the best of the applicant(s) knowledge and belief. The applicant(s) further certifies that he/she is aware of the fact that he/she can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the City of Boynton Beach Commercial Interior Build-Out Program Guidelines.

I understand that this application is not a guarantee of grant assistance. Should my application be approved, I understand that the City may at its sole discretion discontinue subsidy payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer benefiting the furtherance of the City mission.

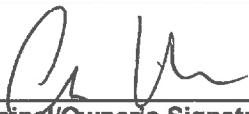
I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the City of Boynton Beach, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the City or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will not be processed.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program Application and Guidelines.

	<u>2/7/17</u>
Principal/Owner's Signature	Date
<u>Chris Montelius</u>	<u>President</u>
Printed Name	Title

Principal/Owner's Signature	Date
-----------------------------	------

Printed Name	Title
--------------	-------

Principal/Owner's Signature	Date
-----------------------------	------

Printed Name	Title
--------------	-------

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NOTARY

Notary as to Principal/Owner's Signatures. Multiple Notary pages may be used if signing individually.

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, Christopher Montelus personally appeared Christopher Montelus, who is personally known to me or produced Florida as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.
IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 20 day of September, 2016

(Notary seal/stamp)




[Signature]
NOTARY PUBLIC
My Commission Expires:

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Boynton Beach, FL 33425-0310
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SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program Application and Guidelines.

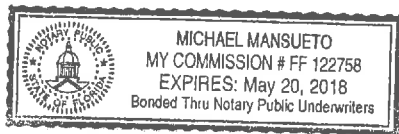

Landlord/Property Owner's Signature
Date 9/22/16
Printed Name Theodore P. Ciaccia Title Pres. Mny. & V.P. PEBB Group

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, Theodore P. Ciaccia personally appeared Theodore P. Ciaccia, who is personally known to me or produced FLDL as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 22 day of September, 20 16

(Notary seal/stamp)




NOTARY PUBLIC
My Commission Expires:

Initials CM



2013/2014
City of Boynton Beach
Commercial Interior Build-Out Assistance Program Guidelines

The Commercial Interior Build-Out Assistance Program is designed to help facilitate the establishment of new businesses and aide in the expansion of existing businesses within the City who are not located in the Community Redevelopment Area. The program is designed to provide financial assistance to new and existing businesses in the form of a subsidy intended to reduce a business's initial costs associated with the construction and interior finishing of a new or expanding location. Improvements must be permanent and stay with the building.

Applicants may be eligible for up to \$15,000 in grant funding to assist with the cost of commercial interior construction or renovations. The amount of grant funding is determined by the number of jobs created by the applicant. Each full-time equivalent (FTE) job created is worth \$5,000.00 in funding assistance from the City with a maximum grant award of \$15,000.

Businesses applying for financial assistance with the cost of interior build out must receive City of Boynton Beach Development Department Building Division building permit approval. The City reserves the right to approve or deny any Commercial Interior Build-Out Assistance Program application and to discontinue payments at anytime if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for the economic development of the City.

I. Program

The Commercial Interior Build-Out Program offers financial assistance in the form of a reimbursable grant to the landlord or business owner for eligible expenses associated with the construction or renovation of the interior elements of the commercial operating space. Items eligible for funding under the program are limited to:

1. Interior walls
2. Interior plumbing
3. Interior electrical system including lighting
4. HVAC system
5. Flooring
6. Fire and/or Burglar Alarm systems
7. Fire suppression systems

The Commercial Interior Build-Out Program funding may be budgeted annually by the City and awarded on a first-come, first-serve basis. All applications are subject to City Commission approval. Making application to the program is NOT a guarantee of funding.

II. Eligibility Requirements

Applicants must meet all of the following requirements in order to be considered eligible to receive grant funding under the Commercial Interior Build-Out Program:

1. The business location must be within the City limits, in Commercial, Industrial or Suburban Mixed-Use districts, excluding those within the Community Redevelopment Area (see attached map).
2. The business must provide proof that it is properly licensed by all necessary levels of government, professional associations or agencies, including applications or business tax receipts with the City of Boynton Beach and Palm Beach County.
3. A new business venture is defined as a company in operation for less than six months.
4. An existing business is defined as being in operation for more than six months at the time of application.
5. An existing business must expand to occupy more than thirty percent (30%) of its current square footage size. Verification of this threshold must be provided in the application package.
6. Applicant must own the building it plans to operate within or it must have an executed multi-year lease (two year minimum).
7. Businesses must employ a minimum of two (2) full-time equivalent W-2 or 1099 contracted employees whose wages are reported to the state and federal government; a position occupied by the business owner may count toward one of the required job positions. For the purposes of this grant, an FTE is defined as working a minimum of 2,080 annual hours at the prevailing Federal minimum wage.
8. Applicants shall pay 10% above than Palm Beach County's average wage for all new FTEs required to be created (1 per \$5,000 in awarded grant funds). The hourly wage shall be determined by the most recent available Census data or American Community Survey data. Currently, the average per capita wage is \$15.98/hour or \$33,239 annually.
9. The applicant's Experian Consumer report must reflect an acceptable level of financial stability, within the sole discretion of the City, as an eligibility requirement for funding.

The following businesses are considered **ineligible** for assistance under the Commercial Interior Build-Out Program:

- a. Businesses that employ less than two full-time equivalent W-2 employees or 1099 contracted employees.
- b. Businesses who do not report employees' wages to the State of Florida Department of Revenue.
- c. New businesses using a D/B/A that has been used by another business within the past twelve (12) months.

Page 2 of 9
100 E. Boynton Beach Blvd
P.O. Box 310
Boynton Beach, FL 33425-0310
Phone 561-742-6350 Fax 561-742-6357
www.boynton-beach.org

Initials 

III. Grant Terms and Conditions

A commercial lease must define the landlord-tenant relationship and at minimum provide the following information:

- A description of the space being rented including square footage and a drawing of the space.
- Description of utilities that the tenant is responsible for.
- Rental rate and deposits along with terms of lease and methodology for future rent increases.
- Responsible party for interior and exterior repairs and/or improvements.
- Insurance requirements.
- Ability to terminate.
- Consequences of default on the lease.

The City reserves the right to approve or deny any Commercial Interior Build-Out Program application and to discontinue payments at any time if in its sole and absolute discretion it determines that the business will not further the goals and objectives established for the economic development of the City.

IV. Procedures for Application and Approval

Application Process - All applicants are strongly encouraged to meet with Development Department staff in order to determine eligibility before submitting an application. Funding requests will not be considered until all required documentation is submitted to the City's Development Department. Application packets must include the following documentation:

1. Completed and signed application ✓
2. Copy of the corporate documents for the applying business entity. ✓
3. Copy of executed multi-year commercial lease agreement. ✓
4. Qualifications, experience and track records of business owners. ✓
5. Two (2) years of corporate tax returns (for existing businesses only). ✓
6. Two (2) years of tax returns for the owners of a new business.
7. W9 Form (attached with this grant application) ✓
8. List of jobs to be created and filled including job descriptions, pay range and weekly schedule. For existing businesses, provide a list of all current positions including job descriptions, pay range and weekly schedule. ✓
9. Copy of design and construction plans associated with the proposed improvements. If an existing business, indicate expansion area (30% or greater) on floor plan. ✓
10. Specific list (quotes) breaking down the use of the funds and providing the total cost of the project. ✓
11. A minimum of four (4) 3"x5" color "before" photos of the project. ✓
12. Proof of funds to complete the build-out. ✓

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Initials 

Approval of Funding Request – Once eligibility is verified and all required documentation has been submitted, City staff will present the funding request to the City Commission for approval. The City Commission meets on the first and third Tuesday of each month. Applicant will be notified of the date and time their application will be presented to the City Commission. It is recommended that the Applicant attend the City Commission Meeting in order to answer any questions the Commission may have regarding their application. City Staff will notify the applicant of approval or denial in writing.

Site Visits – Proof of required building permit(s) must be provided on site. City staff will conduct a site visit before the reimbursement payment is made in order to verify that the business is in operation and in compliance with the requirement of the building permit(s). Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement.

Initial Expense Reimbursement - This program is designed as a quarterly reimbursement grant. That is, all work must be done and paid for by the Applicant, prior to the City's funds being released. The City will provide quarterly reimbursements to the grantee upon submittal of a complete Reimbursement Request package. The total monies expended by the grant applicant (up to a maximum of \$15,000) will be divided into four equal payments and released on a quarterly basis following the Initial Reimbursement Request.

The property owner, or tenant if applicable, must complete the interior improvement project, obtain a Certificate of Occupancy (CO) from the City of Boynton Beach and submit for reimbursement within one hundred twenty (120) days of the grant award. Failure to complete the improvements within the specified timeframe may result in the property owner, or tenant if applicable, losing the grant reimbursement opportunity. Applicants may apply for only one ninety (90) day time extensions.

Once the work is completed the Initial Reimbursement Request shall be summarized in a report and accompanied by proper documentation.

Proper documentation will consist of:

- (1) Project accounting including invoices, receipts or other acceptable evidence of payment from suppliers and licensed contractor(s) that have been marked "paid in full". Proposals for "work to be completed" or "bids" are not considered proper documentation. Each item will be supported by a canceled check showing the face of the check, as well as the back of the canceled check.
- (2) Copy of Certificate of Occupancy/Completion for all permits related to this work.
- (3) A release of lien signed by each licensed contractor.
- (4) Copy of City and County Business Tax Receipts.
- (5) Applicant shall warrant that all bills related to the Project are paid in full including, but not limited to, all contractors, subcontracts, labor, materials, related fees and permits, and
- (6) Applicant shall provide color digital "during" and "after" photos of the Project. Photos should be from approximately the same position as the "before" photos submitted in the Application and the "during" photos.
- (7) For W-2 eligible employees, timely Florida Department of Revenue Employers Quarterly Report (**UCT-6**) for each consecutive quarter must be submitted.

For sole proprietorships, partnerships, s-corporations and 1099-MISC eligible employees

copies of all cancelled salary checks or proof of direct deposits for each full time/full time equivalent employee for each month within that specific quarter.

By submitting for reimbursement, the applicant warrants that all bills related to this project are paid in full, including, but not limited to, all contractors, subcontracts, labor, materials, related fees and permits.

Quarterly Reimbursement Requests - By accepting the grant, the applicant agrees to comply with the reporting requirement of providing the City with proof of employee wage reporting for the three consecutive quarters following the Initial Reimbursement Request. This is to verify that the required job positions are properly fulfilled and maintained. In order to receive quarterly funding after the Initial Reimbursement Request grant applicant must submit a written request for that quarter's reimbursement payment along with:

If the applicant does not submit its quarterly reimbursement request with a copy of its quarterly UCT-6 form within thirty (30) days following the end of the quarter in which the applicant is requesting reimbursement, the applicant forfeits that quarter's reimbursement.

This is to verify that the required job positions are properly filled and maintained. In order to receive quarterly funding after the initial reimbursement request, grant applicant must submit a written request for that quarter.

For W-2 eligible employees, timely Florida Department of Revenue Employers Quarterly Report **(UCT-6)** for each consecutive quarter must be submitted.

or

For sole proprietorships, partnerships, s-corporations and 1099-MISC eligible employees copies of all cancelled salary checks or proof of direct deposits for each full time/full time equivalent employee for each month within that specific quarter.

Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed and paid for **after** the grantee has received notification that the Grant Application has been approved by the City. Any work completed **prior** to receiving grant approval is ineligible for reimbursement.

Grantees may not submit work improvements for reimbursement which have been used as reimbursement requests in any other grant program offered by the City of Boynton Beach, Palm Beach County or the State of Florida. The Commercial Interior Build-Out Assistance program will only honor new expenditures that have not been submitted under other grant programs.

The Commercial Interior Build-Out Assistance program may only be used one time in any five year period for any one specific commercial unit or business entity. Businesses are limited to one Commercial Interior Build-Out Assistance Program award.

Grantees shall allow the City the rights and use of photos and project application materials.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

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Initials 



City of Boynton Beach 2013/2014

Commercial Interior Build-Out Assistance Program Application

(Please Type or Print Only – Use Additional Sheets if Necessary)

Applicant Name: Chris Mantelins
Affiliation with Business: President
Applicant Mailing Address: 3200 SE 1st Ct
Boynton Beach FL 33435
Business Name (D/B/A if applicable): Non - PROPHET BREWING Co.
Current Business
Address: 2600 E Atlantic Blvd
Pompano
Phone: 786-300-8578 Fax: _____
Email: chris.mantelins@gmail.com Fed ID# 46-2015782
Months/Years @ Current Location: 11 mo. Monthly Rent: \$1000
Do you have an executed lease agreement: Yes ☒ No ☐
Landlord Name: PEBE Group
Landlord SSN/EIN: 47-1304473
Landlord's Mailing Address: 1025 Gateway Blvd
Boynton Beach FL 33426
New Business Address (if applicable): 2910 NW Commerce Park Dr #145
New Business to Boynton Beach: Yes ☒ No ☐ Existing Business: Yes ☒ No ☐
Number of years in existence 2
Square footage of existing space: 800 Square footage of expansion: 2000
Type of Business: Beverage Manufacturing (Lombardi Brewery)
Number of Employees: 1 Hours of Operation: 9-6
Are you applying for grant assistance under any other program offered by the City: Yes ☒ No ☐
If yes, what additional programs are you applying for? Rent Reimbursement
Are you receiving grant assistance from any other governmental agencies: Yes ☐ No ☒
If yes, list any additional grant sources and amounts: _____

CERTIFICATION AND WAIVER OF PRIVACY:

I, the undersigned, applicant(s) certify that all information presented in this application, and all of the information furnished in support of the application, is given for the purpose of obtaining a grant under the City of Boynton Beach Commercial Interior Build-Out Program, and it is true and complete to the best of the applicant(s) knowledge and belief. The applicant(s) further certifies that he/she is aware of the fact that he/she can be penalized by fine and/or imprisonment for making false statements or presenting false information. I further acknowledge that I have read and understand the terms and conditions set forth and described in the City of Boynton Beach Commercial Interior Build-Out Program Guidelines.

I understand that this application is not a guarantee of grant assistance. Should my application be approved, I understand that the City may at its sole discretion discontinue subsidy payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or is no longer benefiting the furtherance of the City mission.


I hereby waive my rights under the privacy and confidentiality provision act, and give my consent to the City of Boynton Beach, its agents and contractors to examine any confidential information given herein. I further grant permission, and authorize any bank, employer or other public or private agency to disclose information deemed necessary to complete this application.

I give permission to the City or its agents to take photos of myself and business to be used to promote the program.

I understand that if this application and the information furnished in support of the application are found to be incomplete, it will not be processed.

SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program Application and Guidelines.

 _____ Principal/Owner's Signature	9/20/2016 _____ Date
Chris Montelius _____ Printed Name	President _____ Title

_____ Principal/Owner's Signature	_____ Date
_____ Printed Name	_____ Title

_____ Principal/Owner's Signature	_____ Date
_____ Printed Name	_____ Title

NOTARY

Notary as to Principal/Owner's Signatures. Multiple Notary pages may be used if signing individually.

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements,
personally appeared Christopher Montelius, who is personally
known to me or produced FL DL as identification, and
acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it
and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County
aforesaid on this 20 day of September, 2014.


(Notary seal/stamp)


NOTARY PUBLIC
My Commission Expires: 05/20/18



SUBMISSION OF AN APPLICATION IS NOT A GUARANTEE OF FUNDING

It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the Grant Program Application and Guidelines.


Landlord/Property Owner's Signature Property manager of POBE Group Date 9/22/16
Theodore P. CICCIO Property Mgr. & V.P. of POBE Group
Printed Name Title

STATE OF Florida
COUNTY OF De Bouch

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Ted Ciccio^{aka} (Theodore Ciccio), who is personally known to me or produced FLDL as identification, and acknowledged he/she executed the foregoing Agreement for the use and purposes mentioned in it and that the instrument is his/her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 22 day of September, 2016

(Notary seal/stamp)




NOTARY PUBLIC
My Commission Expires: 05/20/18

Initials CM

CHECKLIST FOR RENT and/or BUILDOUT GRANT SUBMITTAL

Non-Prophet Brewing Company

Business Name

☐

New Business

☒

Existing Business

☒

Rent Reimbursement

☒

Build Out Request

2910 NW Commerce Park Dr, Boynton Beach, FL 33426

Street Address

Chris Montelius

CHRISMONTELIUS@GMAIL.COM

Contact Name

Email

786-300-8578

786-300-8578

Phone#

Cell#

DOCUMENTATION		YES	N/A	COMMENTS
Complete & signed application		X		
1	W9 Form	X		
2	Business Tax Receipt – City	X		
3	Business Tax Receipt – County		X	<i>In the Process</i>
4	Corporate Documents	X		
5	Executed/Proposed Multi-Year Commercial Lease Agreement	X		
6	<i>Resume or qualifications of all owners</i> <i>[describing experience & track record]</i>	X		
7	Two [2] years of Corporate Tax Returns <i>[existing businesses]</i>			
7	Two [2] years of Personal Tax Returns <i>[new businesses]</i>	X		
8	Jobs to be Created <i>[new business]</i> <ul style="list-style-type: none"> Job Descriptions Pay Range Weekly Schedule 	X		Will hire new employees for a total of 3 fulltime workers
8	Jobs Established <i>[existing business]</i> <ul style="list-style-type: none"> Job Descriptions Pay Range Weekly Schedule 		N/A	
9	BUSINESS EXPANSION Design/floor plan and/or construction plans associated with proposed improvements, indicating the existing and proposed square footage size <i>[expansion size must be minimum 30% of existing]</i>		N/A	
10	Additional information			



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Approve a \$3,000 donation to the 211 Helpline from the Law Enforcement Trust Fund to support their crisis hotline and community helpline.

EXPLANATION OF REQUEST: This request is for a \$3,000 donation to "Call 211 Helpline, Help.Starts.Here". Call 211 Helpline serves as a resource for law enforcement officers when they are dealing with members of the community who are suffering from substance abuse, depression, suicide, grief, homelessness, or a domestic violence incident. Further, 211 Helpline handles calls that might otherwise burden of 911 dispatchers thus, freeing them to concentrate on urgent police matters.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will have a positive impact, as the Boynton Beach Police Department remains committed to building public trust and partnerships in the community. This donation will aide in our endeavor to provide resources to the community through crime prevention and public private partnerships

FISCAL IMPACT: Non-budgeted This donation should be drawn from account number 5000-590-04-25. The current balance of this account is \$63,429.62.

ALTERNATIVES: Do not provide a donation at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Letter	Letter from 211 HelpLine

REVIEWERS:

Department	Reviewer	Action	Date
Police	Snow, Vanessa	Approved	4/13/2017 - 11:25 AM
Finance	Howard, Tim	Approved	4/24/2017 - 4:20 PM
Legal	Swanson, Lynn	Approved	4/25/2017 - 4:36 PM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:46 PM



BOARD OF DIRECTORS

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George Elmore
Hardrives of Delray

Pat Hamilton
Power of Ten Consulting, LLC

Nancy Lambrecht
Community Representative
Palm Beach County

Sarah Marcadis
Business Development Board

Daria Postolnik
Shatts & Bowen, LLP

Edward Schmidt
Table 26

Therese M. Shehan
TMS Partners, LLC

George Siragous
Royal Bank of Canada

Robert Van Gieson
Community Representative
Palm Beach County

Sharon L'Herrou
President / CEO

March 27, 2017

Chief Jeffrey S. Katz
Boynton Beach Police Department
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

Dear Chief Katz,

As you know, 211 HelpLine is the local, non-profit crisis hotline and community helpline, providing empathetic guidance, support and information, as well as crisis intervention services to individuals in need. 211 HelpLine is a free and confidential service that is accessible 24 hours a day, 7 days a week, 365 days a year by dialing three simple numbers, 2-1-1.

Last year we assisted nearly 90,000 callers in our five county service area. **In Boynton Beach alone, we provided guidance, support and crisis intervention to 4,768 residents. Of these calls, 1,248 were struggling with mental health and addiction issues, 58 of which were suicidal. Another 3,354 callers were in need of some form of financial assistance.**

The majority of 211 HelpLine's callers are facing the same issues that your officers encounter from citizens on a daily basis such as substance abuse, domestic violence, depression, suicide, grief, and homelessness. 211 HelpLine serves as a resource for law enforcement officers when they are dealing with people who are experiencing these issues. Further, 211 HelpLine handles calls that might otherwise burden 9-1-1 dispatchers, alleviating some of the daily demand placed on your officers and freeing them to concentrate on urgent police matters.

In light of the work we do in support of your agency and the residents of Boynton Beach, we are asking for funding in the amount of \$3,000 through the Department's Law Enforcement Trust Fund.

Thank you for your consideration of our request. Attached is a brief overview of our agency's services. We would be happy to have you come tour our facility. Please contact me at 561-533-1065 or Sharon.LHerrou@211pbtc.org to schedule a visit or if you have any questions or require further information.

Sincerely,

Sharon L'Herrou
President / CEO

SGT. TURCO

\$3,000.00

PLS

Thank You!

211 HELPLINE | P.O. BOX 3588 | LANTANA, FL 33465 | TEL 561.547.8637 | FAX 561.547.8639

211PalmBeach.org



211TreasureCoast.org



BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Lori LaVerriere
City Manager

FROM: Jeffrey S. Katz
Chief of Police

REF: Call 211 Helpline
HELP.STARTS.HERE.

DATE: April 10, 2017

				
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04.11.17

Florida State Statute 932.7055 (5)(C)1 mandates the following regarding forfeiture funds:

As of July 1, 1992 and during every fiscal year thereafter, any law enforcement agency that acquires at least \$15,000.00 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhoods, or school resource officer program(s).

This request is for a \$3,000.00 donation to "Call 211 Helpline, Help.Starts.Here". Call 211 Helpline serves as a resource for law enforcement officers when they are dealing with members of the community who are suffering from substance abuse, depression, suicide, grief, homelessness, or a domestic violence incident. Further, 211 Helpline handles calls that might otherwise burden of 911 dispatchers thus, freeing them to concentrate on urgent police matters.

The Boynton Beach Police Department remains committed to building public trust and partnerships in the community. This donation will aide in our endeavor to provide resources to the community through crime prevention and public private partnerships. This donation fulfils both our legal obligation and under FSS 932 and the strategic intent of our mission statement. This donation should be drawn from account number 5000-590-04-25. The current balance of this account is \$63,429.62. This is a one-time expenditure with no recurring associated costs.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Approve utilizing the St. Johns County School District vendor agreement with U.S. Water Services Corporation (RFP 2014-20) in the amount of \$89,200 for water and wastewater operation and management services thru September 30, 2017. St. Johns County School District procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:

Contract Renewal Period: December 1, 2016 thru November 30, 2017

Boynton Beach Utilities (Utilities) utilizes U.S. Water Services Corporation (U.S. Water) for the provision of water and wastewater operators to support existing operations in the event personnel deficits cannot be covered internally. Utilities piggybacks the St Johns County School District contract with U.S. Water for these services. As such, Blanket Purchase Order #170417 was issued to U.S. Water on October 1, 2016 in the amount of \$9,200 for operation of the Oceanfront Park Wastewater Treatment Plant (Beach Plant) during fiscal year 2016/2017 (FY 16/17). This purchase order was increased to \$19,200 on December 27, 2016 to assist with launching the new twelve hour (12 hr.) shift schedule in the water treatment plants on January 9, 2017 by providing shift coverage. However, two recently hired operators resigned and are currently being recruited for.

To date for FY 16/17, expenditures for these services total \$14,539. The need for additional coverage in the plants has resulted in additional invoices exceeding the \$25,000 limit. Utilities recommends approving the outstanding invoices for payment in the amount of \$30,962.50. The purchase order will be adjusted to \$89,200 to meet the needs of Utilities through the end of FY 16/17.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Approval for payment of these invoices and the subsequent purchase order increase will allow for uninterrupted supplementation of water and wastewater operator services.

FISCAL IMPACT: Non-budgeted Impacted accounts: 401-2815-536-49-17; 401-2811-536-49-17.

ALTERNATIVES: None. A lack of coverage will negatively impact the operation of the water treatment plants and will result in water quality and regulatory infractions. Recruitment to fill the vacant positions is ongoing and the need for water treatment operator services will be eliminated once the plants are fully staffed. In addition, Human Resources (HR) will be conducting a salary survey to determine if water treatment plant operator salaries need to be adjusted to competitively recruit for personnel.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: U.S. Water Services Corporation

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

St Johns can renew for the following periods:
December 1, 2017 - November 30, 2018

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Addendum	US Water Contract WW Renewal Letter
<input type="checkbox"/> Addendum	US Water Wastewater Plant Contract
<input type="checkbox"/> Addendum	US Water H2O Contract Renewal Letter
<input type="checkbox"/> Addendum	US Water H2O Plant Contract
<input type="checkbox"/> Addendum	BBU Reilef Ops Letter

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	4/23/2017 - 9:24 AM
Finance	Howard, Tim	Approved	4/25/2017 - 1:42 PM
Legal	Swanson, Lynn	Approved	4/25/2017 - 4:36 PM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:46 PM



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

Patrick Snodgrass, CPSM
Director of Purchasing

July 15, 2016

U.S. Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL 34652

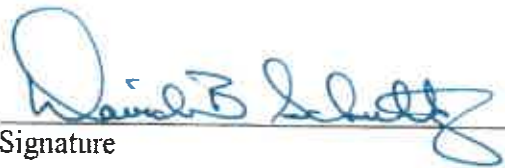
Dear Vendor:

The current contract between the St. Johns County School Board and U.S. Water Services Corporation for operation and management of the wastewater treatment plant will expire November 30, 2016. The contract states there is an option for renewal of three (3) additional one (1) year periods if agreed upon by both parties. Please initial your choice, sign and date at the bottom. Return the original letter (please do not fax) to this office no later than July 29, 2016.

DOS

X Please renew the contract between the St. Johns County School Board and U. S. Water Services Corporation for operation and management of the wastewater treatment plant for the period December 1, 2016 through November 30, 2017 with the same pricing, terms and conditions as originally awarded.

____ We do not wish to renew the above contract beyond the current expiration date.


Signature

7/25/16
Date

Renewal must be signed by an officer or employee having the authority to legally bind the vendor.

Sincerely,



Patrick Snodgrass
Director for Purchasing

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into by and between the School Board of St. Johns County, Florida ("School Board"), 40 Orange Street, St. Augustine, Florida 32084 ("School Board") and U.S. Water Services Corporation ("Vendor"), with an address of 4939 Cross Bayou Blvd, New Port Richey, FL 32058 effective December 1, 2014.

NOW, THEREFORE, the parties agree as follow:

1. Description of Services. Vendor shall perform services for the operation and management of the wastewater treatment plant at South Woods Elementary School as specified in the attached Exhibit A, and agree to all terms and conditions of said attachment.
2. Location of Services. Performance of services cited above will be conducted at South Woods Elementary School, 4750 SR 206 W, Hastings, FL 32145.
3. Term. This Agreement will be effective on the Effective Date, and will remain in effect for a period of one year. At the conclusion of the initial term, the contract may by mutual agreement between the School Board and the Vendor be renewable for up to three (3) additional one (1) year terms.
4. Termination. The School Board may terminate this Agreement for convenience, upon thirty (30) days written notice. Vendor shall be paid for services performed and completed under this Agreement up to the effective date of termination and for expenses, which would be otherwise reimbursable under this Agreement and which Vendor had incurred prior to the effective date of termination.
5. Compensation and Payment. Vendor shall be paid for the services and license as provided for in the quotation attached as Exhibit B. Services shall be provided at the fixed rates specified in the quotation, with no allowance for additional fees or expenses, without the express written agreement of School Board.
6. Independent Contractor. The Vendor certifies that it is an independent contractor and shall not employ, contract with or otherwise use the services of any officer or employee of the School Board. The Vendor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.
7. Insurance and Indemnification. The Vendor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any negligence or other act or

omission on the part of the Vendor, its agents, employees or representatives. The Vendor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability; (b) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of St. Johns County, Florida. The Vendor will provide before commencement of work, and attach to this Agreement, certificates evidencing such coverage.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. This policy will include the District as an additional insured.

(b) Workers' Compensation Coverage. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. Laws and Regulations. This Agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in accordance with the laws of the State of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this Agreement shall be brought in the state courts of St. Johns County, Florida. The parties shall not violate the code of ethics for public officers and employees, Chapter 112, Florida Statutes.

9. Background Check. The Vendor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in Sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Vendor or its personnel providing any services under the conditions prescribed in the previous sentence. The Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Vendor and its personnel. The parties agree that the failure of the Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Vendor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

10. Assignability. This Agreement is for the personal services of the Vendor and may not be assigned by the Vendor except as part of the sale of all or substantially all of Vendor's assets, without the prior written consent of the School Board, which shall not be unreasonably withheld. Neither a sale of all or substantially all Vendor's assets, a stock sale, merger or change in control shall require the School Board's consent. However, in any such event, Vendor's successor shall honor and abide by all the terms and conditions of the Agreement and the accompanying License Agreement.

11. Conduct While on School Property. The Vendor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Vendor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and well being of any student or employee of the School Board. The Vendor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. No Taxes. The School Board is not obligated and does not agree to pay any federal, state or local tax as a result of this Agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fundraising.

13. Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records and other writings made or received by the parties.

14. No Waiver. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or

laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this Agreement.

17. Debarment. By signing this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declare ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Vendor agrees to notify School Board within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations or terminations as described in paragraph 17(a) - (d) above, with respect to Vendor or its principals.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

ATTEST (WITNESS):

THE SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

By: Vicki Moody
Print Name: Vicki Moody
Title: Executive Assistant

By: Joseph G. Joyner
Joseph G. Joyner, Ed.D.
Superintendent

Date Approved: 12/2/14

ATTEST (WITNESS):

VENDOR

By: Tammy Diann Brooks
Print Name: Tammy Diann Brooks
Title: Administrative Assistant

By: David B. Schultz
Print Name: DAVID B. Schultz
Title: SRVP & COO

Exhibit A

BACKGROUND

South Woods Elementary School opened in St. Johns County in August 2005. At the time of the school opening, it was determined that due to a variety of factors, the school would be best served with its own wastewater treatment plant. The treatment facility was brought on line in and is permitted under the State of Florida Department of Environmental Protection, permit number FLA395692-002. The Facility utilizes the Modified Ludzack-Ettinger activated sludge process. A copy of the permit is included in Exhibit A. Please note that there may be slight variations in the specifications contained in the permit and the wastewater treatment plant.

SCOPE OF SERVICES

This agreement is for the operation, management and maintenance of the wastewater treatment plant at South Woods Elementary School.

The vendor shall operate, manage and maintain the wastewater treatment plant in compliance with permit number FLA395692-002 issued by the State of Florida Department of Environmental Protection, all applicable Local, State, and Federal ordinances, laws and regulations.

The vendor will be required to operate, manage, and maintain the treatment plant to ensure maximum efficiency at the lowest possible cost, while maintaining compliance with all laws and regulations.

The vendor will be required to perform all repairs associated with maintenance of the plant.

The vendor shall agree to pay or to reimburse the School Board for all fines and penalties levied by any local, state or federal agency as a result of non compliance of the operation of the wastewater treatment plant during the period the vendor is responsible for the operation and management of the plant.

Prior to any work, the vendor will be required to provide a written job quote to the school based Maintenance Manager. The contracted price for parts and materials (percentage mark up over cost), and labor (hourly rate) will be used as the basis for each job quote. Only after written approval of the quote by the school based maintenance manager or an authorized School Board representative, may the vendor move forward with the work listed on the quote.

Final project approval is contingent on the final inspection by the school based maintenance manager or an authorized School Board representative. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Upon approval, a work ticket listing the services performed, labor, materials and materials mark-up must be signed by the inspecting maintenance manager or authorized School Board representative. The signed ticket must be submitted with the invoice. Failure to submit a copy of the signed work ticket may result in a delay of payment.

Exhibit A

EXCEPTIONS REGARDING APPROVED QUOTE: In the event of an emergency when the public interest or property of the School Board would suffer material injury or damage by delay; when an immediate threat to the proper performance of essential functions exists; or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or no action could result in non compliance with any local, state or federal agency.

No later than 48 hours after the emergency, the vendor must submit a brief written statement of the circumstances to the Director of Maintenance Services. A copy of this statement must be submitted with the invoice. Failure to comply may result in a delay of payment.

The vendor shall not outsource any services without the express written consent of an authorized School Board representative.

VENDOR STAFF

All management personnel to be assigned to the School Board Contract shall require prior written approval by the School Board. The vendor will name an individual or individuals that they intend to appoint as the operator of the wastewater treatment plant. The School Board reserves the right to interview the named individual(s). Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes' of replacement management personnel may be required to be submitted to the School Board for review. In the event the vendor changes the individual named as the operator, written notice is required to the School Board. The School Board reserves the right to interview the new operator. The vendor shall provide any and all necessary training for management and staff employed under the terms of the Contract with the School Board.

Additionally, the vendor agrees that it will remove (within a mutually agreed upon period of time) from assignment under the Contract any individual in its employ, if, after the matter has been reviewed jointly by the School Board and the vendor, the School Board requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the vendor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

PRICING

Pricing for a flat annual fee to operate, manage and maintain the wastewater treatment plant is required.

An hourly labor rate for repairs. Billable hourly labor rates begin upon arrival at the job site and end upon completion, or leaving the job site.

A regular hourly rate for repairs shall be Monday through Friday between 7:00 am and 5:00 pm.

A non-regular hourly rate for repairs. This would consist of repairs conducted Monday through Friday after hours, weekends and holidays.

Exhibit A

Vendor is required to provide a percentage (%) mark up over cost for all parts and materials. The School Board reserves the right to require the vendor to provide documentation to substantiate their material cost.

The School Board may only incur expenses for the hourly labor rate, materials and materials mark up as listed.

The Pricing Sheet must be signed by an individual of the proposing firm that has the authority to bind the firm.

VENDOR PAYMENT

The vendor shall accept payment from the School Board on a Visa credit card. No other payment options will be made available. St. Johns County School Board will issue a unique "ghost" credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the School Board.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

INVOICING

The vendor shall invoice the annual fee on a monthly basis. The annual fee divided by twelve (12) shall equal the monthly invoice amount.

Any invoices submitted for repair work must show the number and cost of labor hours, the cost of materials, and the amount of the material mark-up. Prices listed in the submittal must be used for billing. A delay of payment may result if invoices submitted for repair work do not separate labor, materials and materials mark-up. A work ticket signed by the school based maintenance manager or an authorized School Board representative indicating approval must be included with the invoice. Failure to submit a copy of the signed work ticket may result in a delay of payment.

PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the School Board. A commitment, either written or verbal, from School Board employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the School Board to a vendor. Vendors that perform services or provide commodities without a Purchase Order

Exhibit A

issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the School Board can be found on the School Board web site, www.stjohns.k12.fl.us under the Purchasing Department.



Exhibit A

Florida Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
Phone: 904/307-3300 • Fax: 904/448-4366

Charlie Crist
Governor

Jeff Koutkamp
Lt. Governor

Michael W. Sole
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

St. Johns County School District

PERMIT NUMBER: FLA395692-002

FILE NUMBER: FLA395692-002-DW4P

ISSUANCE DATE: January 21, 2010

EXPIRATION DATE: January 20, 2015

RESPONSIBLE OFFICIAL:

Mr. Tim Forson
Associate Superintendent for Operations
40th Orange Street
St. Augustine, Florida 32084
forson@stjohns.k12.fl.us

FACILITY:

Southwood Elementary WTF
4700 State Road 206 W
Hastings, Florida 32145
St. Johns County
Latitude: 29°43' 38.9302" N Longitude: 81°27' 59.9933" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

An existing 0.008 MGD annual average daily flow (AADF) permitted capacity WWTF with Modified Ludzack-Ettinger activated sludge process consisting of a 6-foot diameter influent pump station with dual 150-GPM pumps, a static screen with 0.10 inch slots, two 7,000-gallon flow equalization tanks, a splitter box, two 7,000-gallon anoxic tanks, four 7,000-gallon aeration tanks, two 82.5-ft² surface area secondary clarifiers, two 7-ft² surface area US filters with anthracite and sand media, two 775-gallon chlorine contact chambers, two 40-GPD hypochlorite pumps (one backup), a 30-gallon hypochlorite holding tank, a weir box with a 22 ½ degree; V-notch weir, a 8 foot diameter reclaimed water pump station with dual 310-GPM pumps, two 6,700-gallon sludge holding tanks, and a 50-Kw onsite emergency electric generator. The treated effluent is discharged to an onsite absorption field. Wastewater residuals are hauled to Rainbow Ranch RMF for treatment and final disposal.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.008 MGD annual average daily flow permitted capacity absorption field system. R-001 consists of a 21,600 ft² above ground absorption field, which is divided into two operation zones having a capacity of 0.008 MGD.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 19 of this permit.

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

- During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.6.:

Reclaimed Water Limitations				Monitoring Requirements				
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max Max	0.008 Report Report	Annual Average Monthly Average Quarterly Average (TMADE)	5 Days/Week	Flow Meter	EFA-1	See I.A.3
Percent Capacity, (TMADE/Permitted Capacity) x 100	percent	Max	Report	Monthly Total	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	3 Days/Week	Grab	EPB-1	
Coliform, Fecal	#/100mL	Max	25	Single Sample	3 Days/Week	Grab	EFA-1	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	Monthly	Calculated	CAL-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.3
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	Monthly	Grab	EFA-1	

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

Exhibit A

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
EFA-1	Effluent sample point immediately after disinfection and prior to discharge to the absorption field
CAL-1	Calculated value
EFB-1	Sample point after filtration and prior to disinfection

3. Flow meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. Over a 30-day period, at least 75 percent of the fecal coliform values shall be below the detection limits. No sample shall exceed 25 fecal coliforms per 100 mL. No sample shall exceed 5.0 mg/L of total suspended solids (TSS) at a point before the application of the disinfectant. Note: To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). [62-600.440(5)(f)]
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. In no case shall the total chlorine residual be less than 1.0 mg/L. [62-610.510, 62-600.440(4)(b) and (5)(b)]

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.6.:

Limitations				Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Monthly	Grab	INF-1
							See I.B.3
							See I.B.3

Exhibit A

Exhibit A

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
INF-1	Effluent sample point immediately after disinfection and prior to discharge to the absorption field

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]
4. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]

Exhibit A

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

6. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 30	July 28 January 28
Annual	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department's Northeast District Office at the address specified in Permit Condition I.B.7. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-601.300(1),(2), and (3)]

7. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection Northeast District Office
7825 Baymeadows Way
Suite B200
Jacksonville, Florida 32256-7577

Phone Number - (904)807-3300
FAX Number - (904)448-4366
(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

8. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

II. RESIDUALS MANAGEMENT REQUIREMENTS

PERMITTEE: St. Johns County School District
FACILITY: Southwood Elementary WWTF

PERMIT NUMBER: FLA395692-002
EXPIRATION DATE: January 21, 2015

1. The method of residuals use or disposal by this facility is transport to Rainbow Ranch RMF (FLA372196) or disposal in a Class I or II solid waste landfill. Transportation of the residuals to an alternative residuals management facility does not require a permit modification. However, use of an alternative residuals management facility requires the submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the residuals. [62-620.320(6), 62-640.880(1)]
2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. [62-640.300(5)]
3. The permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. [62-640.300(5)]
4. Disposal of residuals, septage, and other solids in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with the requirements of Chapter 62-701, F.A.C. [62-640.100(6)(k)3&4]
5. If the permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]
6. The permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

Source Facility

1. Date and Time Shipped
2. Amount of Residuals Shipped
3. Degree of Treatment (if applicable)
4. Name and ID Number of Residuals Management Facility or Treatment Facility
5. Signature of Responsible Party at Source Facility
6. Signature of Hauler and Name of Hauling Firm

Residuals Management Facility or Treatment Facility

1. Date and Time Received
2. Amount of Residuals Received
3. Name and ID Number of Source Facility
4. Signature of Hauler
5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility.

[62-640.880(4)]

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. [62-640.300(4)]

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III. GROUND WATER REQUIREMENTS

1. The permittee shall give at least 72-hours notice to the Department's Northeast District Office, prior to the installation of any monitoring wells. [62-620.320(6)]
2. Prior to construction of ground water monitoring wells, a soil boring shall be made at each monitoring well location in order to properly determine the well depth and screen interval. [62-520.900(2)]
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Northeast District Office detailed information on the well's location and construction on the attached DEP Form(s) 62-520.900(2), Monitor Well Completion Report. [62-532.410 and 62-520.900(2)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C., unless future use is intended. [62-532.500(4)]
5. For the Part IV land application system(s), Reuse System R-001, all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. [62-520.200(26)] [62-520.465]
6. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.7., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.510]
7. The following monitoring wells shall be sampled at Land Application Site R-001 for the parameters and frequency listed in Permit Condition III.8.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude			Longitude			Depth (Feet)	Aquifer Monitored	New or Existing
		°	'	"	°	'	"			
MWC-1	West side of absorption bed system	30	19	40	81	44	20	15	Surficial	Existing

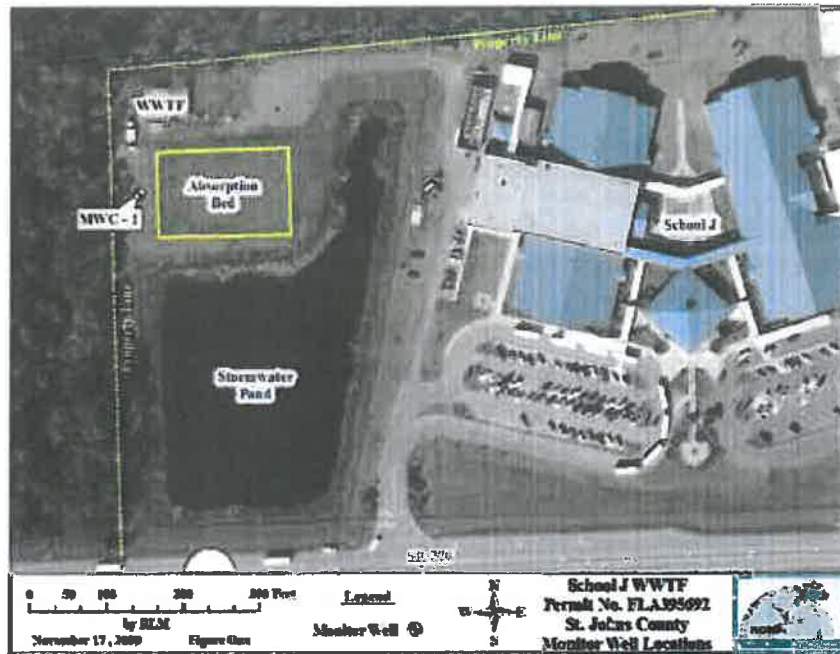
MWC = Compliance

[62-520.600] [62-610.510]

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8. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.7.

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Twice per year
Nitrite plus Nitrate, Total (as N)	10	mg/L	Grab	Twice per year
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Twice per year
Chloride (as Cl)	250	mg/L	Grab	Twice per year
Coliform, Fecal	4	#/100mL	Grab	Twice per year
pH	6.5-8.5	s.u.	In Situ	Twice per year
Sulfate, Total	250	mg/L	Grab	Twice per year

[62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-601.300(6)] [62-520.310(5)]

9. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.510(3)(b)]
10. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-601.700(5)]
11. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Northeast District Office as being more representative of ground water conditions. [62-520.310(5)]

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12. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.6. *[62-520.600(11)(b)] [62-601.300(3), 62.601.700, and Figure 3 of 62-601] [62-620.610(18)]*
13. If any monitoring well becomes damaged or inoperable, the permittee shall notify the Department's Northeast District Office immediately and a detailed written report shall follow within seven days. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence. All monitoring well design and replacement shall be approved by the Department's Northeast District Office prior to installation. *[62-520.600] [62-620.320(6)]*

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Absorption Field System(s)

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. *[62-610.518]*
2. The permittee may allow public access to the absorption field sites. *[62-610.518]*
3. The absorption field shall be operated to preclude saturated conditions from developing at the ground surface. *[62-610.500(2)]*
4. The maximum annual average loading rate to the above ground absorption field with a surface area of 21,600 ft² shall be limited to 0.59 inches per day (as applied to the entire bottom area of the absorption field trenches or spreading areas). *[62-610.523(3)]*
5. The above ground absorption field, which is divided into two operation zones, normally shall be loaded for 7 days and shall be rested for 7 days. Absorption fields shall be allowed to dry during the resting portion of the cycle. *[62-610.523(4)]*
6. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.414 and 62-610.514]*
7. Overflows from absorption fields or from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. *[62-610.800(9)]*

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category II, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

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2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
 - g. A copy of any required record drawings;
 - h. Copies of the licenses of the current certified operators; and
 - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

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VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
a. Install a cover over the effluent filter wet well.	March 30, 2010 ¹
c. Submit a report that evaluates the effectiveness of Total Suspend Solids removal after the cover is installed	September 30, 2010
b. Submit a final report that evaluates the effectiveness of Total Suspend Solids removal after the cover is installed.	April 1, 2011

¹ If the Total Suspend Solid exceedances start occurring frequently (2 times within 6 months) after the installation of the cover, the permittee shall meet with the Department within 30 days. The meeting will determine what actions shall be taken in order to eliminate the total suspended solid problems at the facility.

[62-620.320(6)]

2. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. [62-620.335(1) and (2)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. [62-625.500]

VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8) and 62-640.400(6)]
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]

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3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
9. The permittee shall provide adequate notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

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Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*

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8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*

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14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.[62-620.610(17)]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

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- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

- 19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
- 20. The permittee shall report to the Department's Northeast District District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;

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- (i) Description of area affected by the discharge, including name of water body affected, if any; and
- (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Northeast District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.b. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.a.1. through 3. of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.a. through c. of this permit.

[62-620.610(22)]

23. Upset Provisions.

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- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
- (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Melissa M. Long, P.E.
Program Administrator

DATE: January 21, 2010

Exhibit B

<u>Description</u>	<u>Price</u>
Flat Annual Fee	\$ 18,381. ³⁶
Regular hourly labor rate for repair and additional work	\$ 55. ⁰⁰ Per Hour
Non-Regular hourly labor rate for repair and additional work	\$ 75. ⁰⁰ Per Hour
Percentage % mark up over cost for parts and materials	15 %

Company required to list the designated operator(s) for services:

SEE ATTACHED RESUMES

US WATER SERVICES CORP.

Company Name:

David B. Schultz

Authorized Signature:

DAVID B. SCHULTZ SRVP & COO

Print Name:

11/25/14

Date:



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

Resumes

**4939 Cross Bayou Boulevard * New Port Richey * Florida * 34652
Tel: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292**

RAY LAYNE
Certified Water/Wastewater Operator

Professional Experience

U.S. Water Services Corporation – Certified Operator

- 2003 to Present: Mr. Layne is responsible for the oversight multiple water/wastewater treatment facilities throughout the Jacksonville area. Responsibilities include but are not limited to: process control adjustments, collecting compliance samples, completion and submittal of data to corporate office for the completion of monthly operations reports.

American Water Services – Certified Operator

- June 1996 – November 2003: Mr. Layne operated multiple water/wastewater treatment facilities throughout the Jacksonville area for American Water Services. Responsibilities included but were not limited to: process control adjustments, collecting compliance samples, completion and submittal of data to corporate office for the completion of monthly operations reports.

Education

- Duncan U. Fletcher, Neptune Beach, Florida 1964-1968
- Florida Jr. College, Jacksonville, Florida 1968-1969
- Various online and correspondence courses related to water/wastewater treatment since 1977

Professional Licenses and Certificates

- Florida Wastewater Operator B #04509
- Florida Drinking Water Operator C #07893





Certified Operator Profile Search Results
Florida Department of Environmental Protection

To View **CEU's** **CLICK** on **LICENSE NUMBER**.

NAME	TYPE/CLASS	LIC. #	STATUS	ORIGINAL ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
RAYMOND C. LAYNE	WWB	0004509	ACTIVE	2/20/1980	3/28/2013 4:10:03 PM	4/30/2015
RAYMOND C. LAYNE	DWC	0007893	ACTIVE	3/31/1994	3/28/2013 4:10:03 PM	4/30/2015

[DEP Homepage](#) [Certified Operator Search](#)

JOSEPH LUNDQUIST
Certified Water/Wastewater Operator

PROFESSIONAL EXPERIENCE

US Water Services, Saint Augustine, FL, 6/2003 - Present

Water and Wastewater Operator –Responsible for day to day operations of the water and wastewater plants at Southwoods Elementary School since July 2011. Responsible for day to day operations of the water and wastewater plants at Putnam Correctional Facility until the facility's connection to Putnam County Utility Services in November 2010.

Town of Hastings, Hastings, FL, 1/2000 – Present

Water and Wastewater Operator - Responsible for day to day operations of the water and wastewater plants.

Randy Byrd Farms, Elkton, FL, 3/1994 – 1/2000

Farm Technician – Responsible for heavy equipment operation, irrigation, and packinghouse operations.

St. Johns County Utility Department, Saint Augustine, FL, 7/1990 - 3/1994

Wastewater Operator – Shift operator responsible for operation and maintenance of Anastasia Island Wastewater Treatment Facility.

EDUCATION

Association of Arts Degree, 1990

St. Johns River Community College, St. Augustine, FL

College Prep Diploma, 1988

St. Augustine High School, St. Augustine, FL

PROFESSIONAL LICENSES AND CERTIFICATIONS

Florida Wastewater Operator B #8981

Florida Drinking Water Operator C #12733





Certified Operator Profile Search Results
Florida Department of Environmental Protection

To View **CEU's** **CLICK** on **LICENSE NUMBER**.

NAME	TYPE/CLASS	LIC. #	STATUS	ORIGINAL ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
JOSEPH K. LUNDQUIST	DWC	0012733	ACTIVE		4/17/2013 3:30:11 PM	4/30/2015
JOSEPH K. LUNDQUIST	WWB	0008981	ACTIVE	11/8/1993	4/17/2013 3:30:24 PM	4/30/2015

[DEP Homepage](#) [Certified Operator Search](#)

STEVEN GREEN
Certified Water/Wastewater Operator

Background and Present Responsibilities

Mr. Green is a dedicated, customer focused water and wastewater professional with 30 years of extensive experience in various fields, including operations and customer service. Mr. Green serves as a certified water/wastewater operator within U.S. Water Services Corporation covering the East Coast of Florida.

Past Professional Experience.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

- **2005 – 2007 Utilities Manager**
 - Utility Manager for Flagler County. Responsible for all aspects of the County's Utility operations including managing an enterprise fund.
 - Skilled in troubleshooting water and wastewater plants and problem solving.
 - Train and supervise operators in quality control, adherence to DEP rules and regulations and equipment maintenance.
 - Supervise three employees; operate the Beverly Beach wastewater plant, insure that vendors are paid and other administrative duties.
 - Work with developers to increase ERCs therefore increasing revenue within existing and future service areas.

DUNES COMMUNITY DEVELOPMENT DISTRICT

- **2002-2003 PLANT OPERATIONS SUPERVISOR**
 - Operated the wastewater plant, reuse pump station and performed other duties as required.
- **1996-2002 WATER AND WASTEWATER OPERATOR**
 - Operated the wastewater plant, reuse pump station and performed other duties as required under contract for operations contractor.



CULLIGAN / US WATER

- 1991-1996 WATER AND WASTEWATER ROUTE OPERATOR
 - Operated several water and wastewater plants on a daily basis.

NORMANDY VILLAGE UTILITY

- 1985-1991 WATER AND WASTEWATER ROUTE OPERATOR
 - Began my career at this facility as a utility worker. Progressed and promoted to the position of a certified water and wastewater operator.

Education

- Graduated from Boyd County High School located in Boyd County, KY 1972 Management course In Utility Supervision, CSU Sacramento Manage for Success, Effective Utility Leadership Practices Florida approved course for the A level certification in wastewater
- Hold Florida Class B wastewater certification and Florida Class C water certification Attend classes for required CEUs
- Member of the FWPCOA





Certified Operator Profile Search Results
Florida Department of Environmental Protection

To View **CEU's** **CLICK** on **LICENSE NUMBER.**

NAME	TYPE/CLASS	LIC.#	STATUS	ORIGINAL ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
STEPHEN A GREEN	WWB	<u>0008252</u>	ACTIVE	8/6/1992	4/5/2013 8:07:29 AM	4/30/2015

[DEP Homepage](#) [Certified Operator Search](#)

NAME	TYPE/CLASS	LIC.#	STATUS	ORIGINAL ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
STEPHEN A GREEN	DWC	<u>0006622</u>	ACTIVE	11/1/1989	4/5/2013 8:07:29 AM	4/30/2015

[DEP Homepage](#) [Certified Operator Search](#)



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

Patrick Snodgrass, CPSM

Director of Purchasing

July 15, 2016

U.S. Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL 34652

Dear Vendor:

RFP #2014-20 Operation and Management of Water Treatment Plant will expire November 14, 2016. The RFP states there is an option for renewal of three (3) additional one (1) year periods if agreed upon by both parties. Please initial your choice, sign and date at the bottom. Return the original letter (please do not fax) to this office no later than July 29, 2016.

DBS X Please renew RFP #2014-20 Operation and Management of Water Treatment Plant for the period November 15, 2016 through November 14, 2017 with the same pricing, terms and conditions as originally awarded.

_____ We do not wish to renew the above RFP beyond the current expiration date.

David B. Schutt
Signature

7/25/16
Date

Renewal must be signed by an officer or employee having the authority to legally bind the vendor.

Sincerely,

Patrick Snodgrass

Patrick Snodgrass
Director for Purchasing

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into by and between the School Board of St. Johns County, Florida ("School Board"), 40 Orange Street, St. Augustine, Florida 32084 ("School Board") and U.S. Water Services Corporation ("Vendor"), with an address of 4939 Cross Bayou Blvd, New Port Richey, FL ~~32058~~ effective November 15, 2014. 34652*

NOW, THEREFORE, the parties agree as follow:

1. Description of Services. Vendor shall perform services for the operation and management of the water treatment plant at South Woods Elementary School as specified in the attached Exhibit A, and agree to all terms and conditions of said attachment.
2. Location of Services. Performance of services cited above will be conducted at South Woods Elementary School, 4750 SR 206 W, Hastings, FL 32145.
3. Term. This Agreement will be effective on the Effective Date, and will remain in effect for a period of one year. At the conclusion of the initial term, the contract may by mutual agreement between the School Board and the Vendor be renewable for up to three (3) additional one (1) year terms.
4. Termination. The School Board may terminate this Agreement for convenience, upon thirty (30) days written notice. Vendor shall be paid for services performed and completed under this Agreement up to the effective date of termination and for expenses, which would be otherwise reimbursable under this Agreement and which Vendor had incurred prior to the effective date of termination.
5. Compensation and Payment. Vendor shall be paid for the services and license as provided for in the quotation attached as Exhibit B. Services shall be provided at the fixed rates specified in the quotation, with no allowance for additional fees or expenses, without the express written agreement of School Board.
6. Independent Contractor. The Vendor certifies that it is an independent contractor and shall not employ, contract with or otherwise use the services of any officer or employee of the School Board. The Vendor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.
7. Insurance and Indemnification. The Vendor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any negligence or other act or

omission on the part of the Vendor, its agents, employees or representatives. The Vendor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability; (b) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of St. Johns County, Florida. The Vendor will provide before commencement of work, and attach to this Agreement, certificates evidencing such coverage.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. This policy will include the District as an additional insured.

(b) Workers' Compensation Coverage. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. Laws and Regulations. This Agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in accordance with the laws of the State of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this Agreement shall be brought in the state courts of St. Johns County, Florida. The parties shall not violate the code of ethics for public officers and employees, Chapter 112, Florida Statutes.

9. Background Check. The Vendor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in Sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Vendor or its personnel providing any services under the conditions prescribed in the previous sentence. The Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Vendor and its personnel. The parties agree that the failure of the Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Vendor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

10. Assignability. This Agreement is for the personal services of the Vendor and may not be assigned by the Vendor except as part of the sale of all or substantially all of Vendor's assets, without the prior written consent of the School Board, which shall not be unreasonably withheld. Neither a sale of all or substantially all Vendor's assets, a stock sale, merger or change in control shall require the School Board's consent. However, in any such event, Vendor's successor shall honor and abide by all the terms and conditions of the Agreement and the accompanying License Agreement.

11. Conduct While on School Property. The Vendor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Vendor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and well being of any student or employee of the School Board. The Vendor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. No Taxes. The School Board is not obligated and does not agree to pay any federal, state or local tax as a result of this Agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fundraising.

13. Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records and other writings made or received by the parties.

14. No Waiver. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or

laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this Agreement.

17. Debarment. By signing this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declare ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Vendor agrees to notify School Board within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations or terminations as described in paragraph 17(a) - (d) above, with respect to Vendor or its principals.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

ATTEST (WITNESS):

THE SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

By: Vicki Moody
Print Name: Vicki Moody
Title: Executive Assistant

By: Joseph G. Joyner
Joseph G. Joyner, Ed.D.
Superintendent

Date Approved: 11/15/2014


ATTEST (WITNESS):

By: Johnny D. Brooks
Print Name: Johnny D Brooks
Title: Admin Assist.

VENDOR

By: David B. Scholtz
Print Name: DAVID B. SCHOLTZ
Title: SR.VP & C.O.O.
US WATER SERVICES CORP.

Exhibit A

<p style="text-align: center;">St. Johns County School District PURCHASING DEPARTMENT 40 Orange Street St. Augustine, FL 32084</p> <p>RFP TITLE: Operation and Management of Water Treatment Plant</p>		<h2 style="margin: 0;">REQUEST FOR PROPOSAL</h2> <p>RFP NO.: 2014-20 RELEASE DATE: August 27, 2014 <u>SEE RFP FOR MANDATORY MEETING DETAILS</u></p>																								
<p>F.O.B. Destination: District Wide</p>		<p>CONTACT: Patrick Snodgrass Director of Purchasing (904) 547-7700 patrick.snodgrass@stjohns.k12.fl.us</p>																								
<p>RFP DUE DATE AND TIME: September 29, 2014 @ 1:30 pm RFP OPENING DATE AND TIME: September 29, 2014 @ 2:00 pm</p>																										
<p>SUBMIT RFP TO: Purchasing Department 40 Orange Street St. Augustine, FL 32084</p>		<p>RFP OPENING LOCATION: Purchasing Department 40 Orange Street St. Augustine, FL 32084</p>																								
<p><u>REQUIRED SUBMITTALS CHECKLIST</u> - Note: Submittal is required for each box checked for RFP to be considered.</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Literature</td> <td><input type="checkbox"/> Specifications</td> <td><input type="checkbox"/> Catalogs</td> <td><input type="checkbox"/> Product Samples: See RFP for specific details</td> </tr> <tr> <td><input checked="" type="checkbox"/> Debarment Form</td> <td colspan="3"><input type="checkbox"/> Manufacturer's Certificate of Warranty</td> </tr> <tr> <td><input checked="" type="checkbox"/> Drug-Free Workplace Certification</td> <td colspan="3"><input checked="" type="checkbox"/> List of References</td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Certificate of Insurance: See enclosed guidelines for detailed specifications</td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Jessica Lunsford Act (St. Johns County School District Requirements and Sworn Statement).</td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See RFP for Details</td> </tr> </table>			<input type="checkbox"/> Literature	<input type="checkbox"/> Specifications	<input type="checkbox"/> Catalogs	<input type="checkbox"/> Product Samples: See RFP for specific details	<input checked="" type="checkbox"/> Debarment Form	<input type="checkbox"/> Manufacturer's Certificate of Warranty			<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input checked="" type="checkbox"/> List of References			<input checked="" type="checkbox"/> Certificate of Insurance: See enclosed guidelines for detailed specifications				<input checked="" type="checkbox"/> Jessica Lunsford Act (St. Johns County School District Requirements and Sworn Statement).				<input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See RFP for Details			
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<p>THE RFP SHALL BE EFFECTIVE FROM November 2014. THE ANTICIPATED DATE OF BOARD APPROVAL IS November 2014.</p> <p><u>PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.</u></p>																										
<p>Company Name: _____</p> <p>Address: _____</p> <p>City, State: _____ Zip: _____ FEIN: _____</p> <p>Signature of Owner or Authorized Officer/Agent _____ Telephone: _____</p> <p>Typed Name of Above: _____ FAX: _____</p> <p style="text-align: right;">Email: _____</p>																										
<p>By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the respondent, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board of St. Johns County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor. Upon approval by Board, the information contained herein shall constitute the contract between the Board and vendor.</p>																										
<p><u>NO RESPONSE-</u> I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASONS CHECKED BELOW:</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> 1. Insufficient time to respond</td> <td><input type="checkbox"/> 7. Addendum received too late to respond</td> </tr> <tr> <td><input type="checkbox"/> 2. Specifications were unclear or restrictive</td> <td><input type="checkbox"/> 8. Could not meet Insurance requirements</td> </tr> <tr> <td><input type="checkbox"/> 3. Could not meet bonding requirements</td> <td><input type="checkbox"/> 9. We do not offer the product or service requested</td> </tr> <tr> <td><input type="checkbox"/> 4. Our schedule will not permit us to respond</td> <td><input type="checkbox"/> 10. Remove our company name from this <u>commodity listing only</u>.</td> </tr> <tr> <td><input type="checkbox"/> 5. Terms & Conditions were unclear or restrictive</td> <td><input type="checkbox"/> 11. Keep our company on the bid list for future bids.</td> </tr> <tr> <td><input type="checkbox"/> 6. Could not meet specifications</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 12. Other _____</td> <td></td> </tr> </table>			<input type="checkbox"/> 1. Insufficient time to respond	<input type="checkbox"/> 7. Addendum received too late to respond	<input type="checkbox"/> 2. Specifications were unclear or restrictive	<input type="checkbox"/> 8. Could not meet Insurance requirements	<input type="checkbox"/> 3. Could not meet bonding requirements	<input type="checkbox"/> 9. We do not offer the product or service requested	<input type="checkbox"/> 4. Our schedule will not permit us to respond	<input type="checkbox"/> 10. Remove our company name from this <u>commodity listing only</u> .	<input type="checkbox"/> 5. Terms & Conditions were unclear or restrictive	<input type="checkbox"/> 11. Keep our company on the bid list for future bids.	<input type="checkbox"/> 6. Could not meet specifications		<input type="checkbox"/> 12. Other _____											
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<input type="checkbox"/> 6. Could not meet specifications																										
<input type="checkbox"/> 12. Other _____																										

GENERAL CONDITIONS

Proposer: To ensure acceptance of the proposal follow these instructions —

1. **SEALED RFP REQUIREMENTS:** The "REQUEST FOR PROPOSAL" sheet must be completed, signed, and returned with the RFP. The RFP Response Form on which the proposer actually submits a proposal and any pages upon which information is required to be inserted must be completed and submitted with the proposal. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
 - a) **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date.
 - b) **PROPOSAL SUBMITTED:** Completed proposal must be submitted sealed in an envelope. Proposals must be time stamped in the Purchasing Department prior to the RFP due time on date due. No proposal will be considered if not time stamped in the Purchasing Department prior to the stated RFP due time. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless stated in the special conditions of this RFP.
 - c) **Each proposal must be submitted on "RFP Response Form"** in a sealed envelope with the item bid, date, time and RFP number on the outside.
 - d) **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
 - e) **EXECUTION OF RFP:** All proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initiated by the person signing the proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The original RFP conditions and specifications **cannot** be changed or altered in any way by the proposal or otherwise by the proposer. In the event of any conflict between the specifications and conditions of the RFP and the terms and conditions of the proposal, the specifications and conditions of the RFP take precedence.
2. **SPECIFICATIONS** used are intended to be open and nonrestrictive. Any reference to brand name (unless specified in the RFP Specifications) or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. It shall be the sole responsibility of the proposer to state, in writing, brand proposed, model and other pertinent information even if proposing as specified. Proposer shall submit complete technical information, specifications, manufacturer's name and descriptive catalog cuts with proposal, when requested. The Purchasing Department shall be the sole judge in determining whether the product/item proposed meets the RFP specifications.
3. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer pays and bears freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) **TAXES:** The School Board does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal submitted by proposer.
 - f) **PREFERENCE FOR ST. JOHNS COUNTY BIDDERS:** For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statute 287.087 and 287.084).
4. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with RFP conditions and specifications. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
 - a) Proposer's name being removed from the Department of Purchasing vendor mailing list for one (1) year and vendor not being recommended for any award during this period.
 - b) All departments being advised not to do business with proposer.
5. **SAMPLES:** Samples of items, when required, must be furnished free of expense by RFP due date unless otherwise stated and, if not destroyed, will upon request, be returned at the proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with proposer's name, RFP number, and item number. Failure of proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, 40 Orange Street, St. Augustine, FL 32084.
6. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
7. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding holidays) 8:30 A.M. to 2:30 P.M. Appointments are required.
8. **REQUESTS FOR CLARIFICATIONS:** No correction or clarification of any ambiguity, inconsistency or error in the RFP conditions and specifications will be made to any proposer orally. Every request for such interpretation or correction should be in writing, prior to RFP date, addressed to the Purchasing Department Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal Documents. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the Proposal Documents.

9. **AWARDS:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the RFP sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." Any dispute concerning the meaning or interpretation of the conditions or specifications of this RFP or the contract resulting therefrom, same shall be decided by Purchasing Department and that decision shall be final. The decision to award a contract or take other action in regard to the RFP shall be made in furtherance with the best interest of the School District.
10. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to furnish the products(s)/service(s) herein specified to the School Board. Other school boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/service(s) are to be furnished in accordance with the contract resulting from this solicitation.
11. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the successful proposer until acceptance by the buyer unless loss or damage result from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at proposer's expense.
12. **MARKING:** Packing list must be included in each shipment and shall show The School Board Purchase Order Number, RFP Number, School Name or Department Name, Contents and Shipper's Name and Address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) Shipper's Name and Address, (B) Contents, (C) The School Board of St. Johns County Purchase Order Number, and (D) RFP Number.
13. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the proposer's firm.
15. **LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
16. **PATENTS & ROYALTIES:** The proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
17. **OSHA:** The proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
18. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
19. **ANTI-DISCRIMINATION:** The proposer certifies that he or she is in compliance with non-discrimination laws (Civil Rights Act of 1964 as amended and Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations) relative to equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or handicap.
20. **LICENSES AND PERMITS:** The proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
21. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **DEFAULT AND REMEDIES:**
 - a) The parties acknowledge and agree that the damages for the failure of the successful proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful proposer to deliver on time. Therefore, in the event the successful proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
23. **TERMINATION:** In the event any of the provisions of this RFP are violated by the proposer, the Purchasing Department shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendation will be made for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in triplicate to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made within thirty (30) days after delivery, authorized inspection and acceptance.
25. **FACILITIES:** The Board reserves the right to inspect the proposer's facilities at any time with prior notice.
26. **PROPOSAL TABULATIONS:** Proposers desiring a copy of proposal tabulation may request same by enclosing a self-addressed, stamped envelope with sufficient amount of postage on the envelope, when submitting proposal.
27. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free. No proposal will be considered unless this is agreed to by the proposer.
28. **HOLD HARMLESS AGREEMENT:** During the term of this proposal the proposer shall indemnify, hold harmless, and defend the School Board its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the proposer, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the Board for the purpose of performing

- 28. HOLD HARMLESS AGREEMENT (continued):** services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization, whether employed by the proposer or the Board or otherwise.
- 29. CONVICTED FELONS:** Prior to commencement of performance, the successful proposer shall provide the School Board, a written listing of all employees (or employees of subcontractors) the proposer intends to utilize in performance of the matter proposed upon who are convicted felons. The list shall specify the nature of the conviction and the date of the conviction. The School Board reserves the right, in its sole discretion, to prohibit the successful proposer from using any such listed convicted felon(s) in the performance of services related to this contract. The successful proposer shall not use any such convicted felon(s) in the performance of services under this contract unless first approved, in writing, by the School Board. The successful proposer shall also provide immediate written notice to the School Board if at any time during the term of this contract it intends to utilize in the performance of services under this contract any convicted felon(s) not identified in the initial listing furnished to the School Board, the use of such individuals being contingent upon obtaining prior written approval from the School Board. If it is later determined the successful proposer knowingly rendered to the School Board an erroneous or incomplete listing of convicted felons as required hereby, in addition to any other available remedies, the School Board, may immediately terminate this contract without notice and re-procure the services to be provided hereunder. This provision is a material inducement for the School Board, to enter into this proposal contract.
- 30. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 31. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this proposal contract and any other agreements executed or contemplated to be executed in connection herewith. This provision is a material inducement for the School Board to enter into the proposal contract.
- 32. ATTORNEY FEES:** In connection with any litigation arising out of this RFP or any contract resulting therefrom, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.
- 33. LOBBYING:** Proposers are hereby advised that lobbying is not permitted with any district personnel or board members. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 34. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 35. BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 36. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) Debarment:** The proposer certifies by signing the proposal that the proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect. During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.
- b) Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final payment is made.
- c) Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 37. JESSICA LUNSFORD ACT:** Effective September 1, 2005, if you or your employees or your agents have access to one of our schools when students are present, have direct contact with students, or have access to or control of school funds, you must undergo and pass screening requirements as described in Section 1012.32 and 435.04, Florida Statutes. Pursuant to Section 1012.467, Florida Statutes, all non-instructional contractors who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board is not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental are required to undergo a fingerprint based criminal history check. Awarded vendors will be required to comply with Sections 1012.465 and 1012.467, Florida Statutes, The Jessica Lunsford Act. The successful vendor(s) must submit completed Attachment A, "Sworn Statement Pursuant to Section 1012.465, Florida Statutes as amended by the HB1877, The Jessica Lunsford Act" before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

Exhibit A
DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Vendor's Signature)

Exhibit A
ST. JOHNS COUNTY SCHOOL DISTRICT

SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,
FLORIDA STATUTES, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the School Board of St. Johns County, Florida (Hereinafter "Board" or "School Board") by _____

(Print individual's name and title)

for _____ whose
(Print Name of entity submitting sworn statement)

business address is _____

and its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____, am duly authorized to make this sworn statement on
(Print individual's name and title)

behalf of _____
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "**contractual personnel**" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "**contractual personnel**" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.

6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.

7. I understand that as a _____ (e.g. A private bus service
(Type of entity)

contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board of St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

Exhibit A

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
9. I understand that the School Board will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business with the School Board.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNS福德 ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

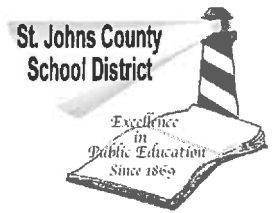
(Printed typed or stamped commissioned name of notary public)

Exhibit A

Statement on the Collection, Use or Release of Social Security Numbers of Employees and Others

The School District of St. Johns County is authorized to collect, use or release social security numbers (SSN) of employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law [Fla. Stat. § 119.071(5)(a)2 & 3]

1. **Criminal history, Level 1 and Level 2 background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
2. **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided Including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.071(5)(a)2 & 6]



VENDOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

[Must be completed & submitted with each competitive solicitation]

Bid number and description: _____

Identify the state in which the Vendor has its principal place of business: _____

Instructions: **IF** your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, no further action is required. However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Vendor)

NOTICE: Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Vendor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Vendor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

Exhibit A

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Vendor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Vendor's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state Vendor's attorney: _____

Attorney's printed name: _____

Address of out-of-state Vendor's attorney: _____

Phone number/e-mail of out-of-state Vendor's attorney: _____

Attorney's states of bar admission: _____

Vendor's Signature: _____

Vendor's Printed Name: _____

RFP #2014-20 Operation and Management of Water Treatment Plant

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals for the operation and management of the Water Treatment Plant at South Woods Elementary School, 4750 State Road 206 West, Elkton, FL 32033. The District is also seeking pricing for repair work on an as needed basis. The District makes no guarantee of a specific amount of repair work to be completed under this proposal.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, September 29, 2014 @ 1:30 PM and must be delivered to:

St. Johns County School District
Purchasing Department
40 Orange Street
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated.

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and three photocopies of the proposal must be sealed in one package and clearly labeled "RFP #2014-20 Operation and Management of Water Treatment Plant" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the proposal.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be

RFP #2014-20 Operation and Management of Water Treatment Plant

performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall include appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Vendor's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

3.0 AWARD

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to one or more sources, as determined to be in the best interest of the District.

RFP #2014-20 Operation and Management of Water Treatment Plant

- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 CONTRACT/RENEWAL

- 4.1 The term of this contract shall be from November 15, 2014 to November 14, 2015 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to three (3) additional one (1) year periods.

- 4.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 RFP INQUIRIES/NOTICES

- 5.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than September 10, 2014 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
Patrick.Snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective proposers may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective proposer's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than September 12, 2014 @ 5:00 PM.

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 5.3 No Addendum will be issued later than September 12, 2014, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 5.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

6.0 PRE-BID MEETING

A **MANDATORY** Pre-Bid Meeting is scheduled for September 8, 2014 @ 10:00 AM at the water treatment plant located at South Woods Elementary School:

RFP #2014-20 Operation and Management of Water Treatment Plant

South Woods Elementary School
4750 SR 206 W
Hastings, FL 32145

All interested parties are required to attend this meeting. Vendors submitting proposals that do not attend the pre-bid meeting will be automatically disqualified.

All vendors must attend the pre-bid meeting.

7.0 BACKGROUND

South Woods Elementary School opened in St. Johns County in August 2005. At the time of the school opening, it was determined that due to a variety of factors, the school would be best served with its own water treatment plant. The treatment facility was brought on line in and is permitted under the State of Florida Department of Environmental Protection, permit number FLA0429333-003. The Facility utilizes the Modified Ludzack-Ettinger activated sludge process. A copy of the permit is attached as Attachment A. Please note that there may be slight variations in the specifications contained in the permit and the water treatment plant.

8.0 SCOPE OF SERVICES

- 8.1 The RFP is for the operation, management and maintenance of the water treatment plant at South Woods Elementary School.
- 8.2 The awarded vendor shall operate, manage and maintain the water treatment plant in compliance with permit number FLA0429333-003 issued by the State of Florida Department of Environmental Protection, all applicable Local, State, and Federal ordinances, laws and regulations.
- 8.3 The awarded vendor will be required to operate, manage, and maintain the treatment plant to ensure maximum efficiency at the lowest possible cost, while maintaining compliance with all laws and regulations.
- 8.4 The awarded vendor will be required to perform all repairs associated with maintenance of the plant.
- 8.5 The awarded vendor shall agree to pay or to reimburse the District for all fines and penalties levied by any local, state or federal agency as a result of non compliance of the operation of the water treatment plant during the period the vendor is responsible for the operation and management of the plant.
- 8.6 Prior to any work, the awarded vendor will be required to provide a written job quote to the school based Maintenance Manager. The awarded vendor proposal price for parts and materials (percentage mark up over cost), and labor (hourly rate) will be used as the basis for each job quote. Only after written approval of the quote by the school based maintenance manager or an authorized District

RFP #2014-20 Operation and Management of Water Treatment Plant

representative, may the awarded vendor(s) move forward with the work listed on the quote.

Final project approval is contingent on the final inspection by the school based maintenance manager or an authorized District representative. Payment will only be made for actual installed materials and work performed which has been inspected and found to be in accordance with the terms and conditions of the contract. Upon approval, a work ticket listing the services performed, labor, materials and materials mark-up must be signed by the inspecting maintenance manager or authorized District representative. The signed ticket must be submitted with the invoice. Failure to submit a copy of the signed work ticket may result in a delay of payment.

EXCEPTIONS REGARDING APPROVED QUOTE: In the event of an emergency when the public interest or property of the District would suffer material injury or damage by delay; when an immediate threat to the proper performance of essential functions exists; or will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or no action could result in non compliance with any local, state or federal agency.

No later than 48 hours after the emergency, the awarded vendor must submit a brief written statement of the circumstances to the Director of Maintenance Services. A copy of this statement must be submitted with the invoice. Failure to comply may result in a delay of payment.

- 8.7 All interested vendors must include in their submittal an assessment of current conditions at the treatment plant. This assessment should include observations relative to operation of the plant and any areas of concern. Vendors will have the opportunity to observe conditions at the pre-bid meeting or may observe conditions at any time after the Pre-Bid meeting by making arrangements with the School Based Maintenance Manager at the site.
- 8.8 The awarded vendor(s) shall not outsource any services without the express written consent of an authorized District representative.

9.0 **AWARDED VENDOR(S) STAFF**

All management personnel to be assigned to the District Contract shall require prior written approval by the District. The awarded vendor will name an individual or individuals in their submittal that they intend to appoint as the operator of the water treatment plant. **Resumes of these individuals must be included in the vendor's submittal.** The District reserves the right to interview the named individual(s) as part of the RFP evaluation process.

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review. In the event the awarded vendor changes the individual named as the operator, written notice is

RFP #2014-20 Operation and Management of Water Treatment Plant

required to the District. The District reserves the right to interview the new operator. The awarded vendor(s) shall provide any and all necessary training for management and staff employed under the terms of the Contract with the District.

Additionally, the awarded vendor agrees that it will remove (within a mutually agreed upon period of time) from assignment under the Contract any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing. Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the awarded vendor(s) as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.

10.0 QUALIFICATIONS

Vendors will be required to document as part of their submittal, experience in operating, managing and maintaining a water treatment plant similar in size and operation as the plant at South Woods Elementary School. Additionally, all vendors must submit a copy of their Occupational License with their submittal.

11.0 REFERENCES

All proposals must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

12.0 RFP PRICING

12.1 The District requests that pricing be submitted as follows:

12.2 Pricing for a flat annual fee to operate, manage and maintain the water treatment plant is required.

12.3 Proposers are required to provide an hourly labor rate for repairs. Billable hourly labor rates begin upon arrival at the job site and end upon completion, or leaving the job site.

Proposers are required to list in their submittal a regular hourly rate for repairs. A regular hourly rate for repairs shall be Monday through Friday between 7:00 am and 5:00 pm.

Proposers are required to list in their submittal a non-regular hourly rate for repairs. A non-regular hourly rate for repairs shall be Monday through Friday between 5:00 pm and 7:00 am, weekends and holidays.

12.4 Proposers are required to provide a percentage (%) mark up over cost for all parts and materials. The District reserves the right to require the awarded vendor to provide documentation to substantiate their material cost.

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- 12.5 The District may only incur expenses for the hourly labor rate, materials and materials mark up as listed in the submittal.
- 12.6 The Proposal Sheet must be signed by an individual of the proposing firm that has the authority to bind the firm.

13.0 EVALUATION PROCESS AND CRITERIA

- 13.1 Proposals will be evaluated by a committee consisting of Maintenance and Purchasing personnel.
- 13.2 Committee members will review each proposal and will assign points from zero to the maximum number of points allotted (0 being the lowest score) for each criterion contained in section 13.3, except for price. The Director of Purchasing shall assign points for the price criteria as follows: The annual fee, plus the hourly labor rate submitted for repair x 100 estimated hours will be used in the evaluation of price. The firm submitting the lowest overall price will receive all available points for this category. All other respondents will receive points based on the following formula: $(N/X)*C=Z$

N = Lowest Price Submitted [Annual fee + (hourly rate submitted for repair x 100 estimated hours at the regular hourly rate)]

X = Respondents price

C = Total number of available points

Z = Points awarded

The number of hours used in the formula is an estimate of annual labor hours for repair and is used for evaluation purposes only. The District makes no guarantee of a specific number of labor hours for repairs.

- 13.3 The Evaluation Committee shall evaluate all proposals received which meet the submittal requirements. The following criteria will be considered in evaluating the proposals received:

<u>Evaluation Category</u>	<u>Maximum Points</u>
Price	30 Points
Experience of firm in maintain similar plants	35 Points
Experience of individual(s) named as Operators (includes possible interviews)	35 Points

Total Possible Points **100 Points**

- 13.4 Each Committee member will individually score proposals in each category (excluding price), awarding points ranging from 90% to 100% of the allowable points for excellent, 80% to 90% for good, 70% to 80% for satisfactory, 60% to 70% for marginally unsatisfactory, and 0% to 60% for unsatisfactory. The Committee members' scores will be totaled for each proposal, including points for price as stated per section 13.2 and they will be ranked from highest to lowest based on the total number of points awarded.

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- 13.5 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals and scoring. Any such meeting will be noticed on the District's website and will be conducted as a public meeting.
- 13.6 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.
- 13.7 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to negotiate a contract with the highest ranked proposer. If a satisfactory contract cannot be negotiated, with the highest ranked proposer will be terminated at the discretion of the District. Negotiations will then commence with the second highest ranked proposer. This process shall continue until a satisfactory contract is reached with one of the proposers. If a contract cannot be reached with any of the proposers, the District reserves the right to acquire services specified in this solicitation from any vendor of its choosing through District negotiations, in accordance with Florida Department of Education Rules.
- 13.8 During the negotiation process, proposers shall not propose or require terms or conditions that are contrary to or inconsistent with terms and requirements of this solicitation.

14.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the proposal must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

15.0 **VENDOR PAYMENT**

RFP #2014-20 Operation and Management of Water Treatment Plant

The St. Johns County School District requires all vendors responding to this proposal to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

16.0 INVOICING

The awarded vendor shall invoice the annual fee on a monthly basis. The annual fee divided by twelve (12) shall equal the monthly invoice amount.

Any invoices submitted for repair work must show the number and cost of labor hours, the cost of materials, and the amount of the material mark-up. Prices listed in the submittal must be used for billing. A delay of payment may result if invoices submitted for repair work do not separate labor, materials and materials mark-up. A work ticket signed by the school based maintenance manager or an authorized District representative indicating approval must be included with the invoice. Failure to submit a copy of the signed work ticket may result in a delay of payment.

17.0 PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.stjohns.k12.fl.us under the Purchasing Department.

18.0 PREPARATION AND SUBMISSION OF PROPOSALS

18.1 Proposers are requested to organize their proposals in the following sequence.

RFP #2014-20 Operation and Management of Water Treatment Plant

- 18.2 **RFP Cover Sheet:** Required response form (page 1 of RFP) with all required information completed and all signatures as specified.
- 18.3 **Debarment Form**
- 18.4 **Drug Free Workplace Certification**
- 18.5 **Jessica Lunsford Act Statement:** This form must be notarized.
- 18.6 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 14.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this RFP.
- 18.7 **RFP Response:** Response is to include, at a minimum the following information:
- Vendor background and experience in operating, managing and maintaining a similarly sized water treatment plant.
 - Names and resumes of individual(s) that vendor may appoint as plant operator.
 - Assessment of current conditions.
 - Occupational License
 - Pricing

Exhibit A

RFP #2014-20 Operation and Management of
Water Treatment Plant

Proposal Sheet

<u>Description</u>	<u>Price</u>
Flat Annual Fee	\$
Regular hourly labor rate for repair and additional work	\$ Per Hour
Non-Regular hourly labor rate for repair and additional work	\$ Per Hour
Percentage % mark up over cost for parts and materials	%

Company Name:

Authorized Signature:

Print Name:

Date:



Florida Department of Environmental Protection

Northeast District
7777 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

STATE OF FLORIDA INDUSTRIAL WASTEWATER FACILITY PERMIT

PERMITTEE:
St. Johns County School Board

RESPONSIBLE OFFICIAL:
Mr. Tim Forson
Associate Superintendant for School Operations
St. Johns County School Board
40 Orange Street
St. Augustine, Florida 32084
(904) 547-7500

PERMIT NUMBER: FL0429333 – 003 (Minor)
FILE NUMBER: FL0429333 – 003 – IW5D
ISSUANCE DATE: March 28, 2011
EXPIRATION DATE: March 27, 2016
REVISION DATE: August 21, 2012 (003/MM)

FACILITY:

South Woods Elementary RO Water Treatment Plant
4700 SR-206 West
Hastings, Florida 32145
St. Johns County
Latitude: 29°43' 35.9466" N Longitude: 81°27' 47.3154" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

FACILITY DESCRIPTION:

Treatment of reverse osmosis reject water from the water treatment plant.

WASTEWATER TREATMENT:

Well water will be treated through a reverse osmosis unit. The reject concentrate from the unit will be dosed with carbon dioxide solution prior to entering a packed tower air stripper. Stripper effluent will be pumped through a 2-inch force main for final discharge into Deep Creek, Class III Fresh Waters.

REUSE OR DISPOSAL:

Surface Water Discharge D-001: An existing 0.0072 MGD monthly average daily flow permitted capacity discharge to Deep Creek (Class III Fresh Waters (WBID# 2549)) through Outfall D – 001 which is about 60 feet in length and discharges at a depth of about 10 feet. The point of discharge is located near latitude 29°43' 25" N, longitude 81°29' 6" W.

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

This discharge has mixing zones for gross alpha particle, combined radium 226 + 228, specific conductance, and unionized ammonia pursuant to Rule 62-4.244 FAC.

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions set forth in Part I through Part VIII on page 3 through 19 of this permit.

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Surface Water Discharges

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge reverse osmosis reject water from Outfall D-001 to Deep Creek. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.3.:

Effluent Limitations			Monitoring Requirements					
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	0.0072 0.032	Monthly Average Daily Maximum	Continuous	Recording Flow Meter with Totalizer	EFF – 1	
Oxygen, Dissolved (DO)	mg/L	Min	5.0	Daily Minimum	Weekly	Grab	EFF – 1	
pH	s.u.	Min Max	6.0 8.5	Daily Minimum Daily Maximum	Weekly	Grab	EFF – 1	
Solids, Total Suspended	mg/L	Max	Report	Daily Maximum	Monthly	Grab	EFF – 1	
Nitrogen, Ammonia, Total (as N)	mg/L	Max	Report	Daily Maximum	Monthly	Grab	EFF – 1	
Nitrogen, Ammonia, Total unionized (as N)	mg/L	Max	0.026	Daily Maximum	Monthly	Calculation	CAL – 1	See I.A.6
Temperature (°C), Water	Deg C	Max	Report	Daily Maximum	Monthly	Grab	EFF – 1	
Specific Conductance	µmhos/cm	Max	4,950	Single Sample	Monthly	Grab	EFF – 1	See I.A.5
Specific Conductance (Background)	µmhos/cm	Max	Report	Single Sample	Monthly	Grab	SWB-1	
Nitrogen, Total (as N)	mg/L	Max	Report	Daily Maximum	Quarterly	Grab	EFF – 1	

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

Effluent Limitations			Monitoring Requirements					
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Parameter	Units	Max/ Min						
Phosphorus, Total (as P)	mg/L	Max	Report	Daily Maximum	Quarterly	Grab	EFF – 1	
Hydrogen Sulfide, unionized	mg/L	Max	Report	Daily Maximum	Quarterly	Grab	EFF – 1	
Alpha, Gross Particle Activity	pCi/L	Max	20.0	Daily Maximum	Quarterly	Grab	EFF – 1	See I.A.4
Radium 226 + Radium 228, Total	pCi/L	Max	12.5	Daily Maximum	Quarterly	Grab	EFF – 1	See I.A.4
Acute Whole Effluent Toxicity, 96-Hour LC50 (<i>Ceriodaphnia dubia</i>)	percent	Min	20	Single Sample	Once every 5 years **	Grab	EFF – 1	See I.A.7
Acute Whole Effluent Toxicity, 96-Hour LC50 (<i>Cyprinella leedsii</i>)	percent	Min	20	Single Sample	Once every 5 years **	Grab	EFF – 1	See I.A.7

**Sampling to be performed 12 months prior to the expiration date of the permit.

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
EFF – 1	After final treatment and prior to discharge into Deep Creek
CAL – 1	Calculated value of un-ionized ammonia as N
SWB-1	Background sampling location, upstream of the POD

3. The discharge shall not contain components that settle to form putrescent deposits or float as debris, scum, oil, or other matter. [62-302.500(1)(a)]
4. The Permittee is granted mixing zones for gross alpha particle, combined radium 226 + 228, and unionized ammonia pursuant to FAC Rule 62-4.244 for the effluent discharge from Outfall D-001 into Deep Creek. The mixing zone for the above parameters is an area with a semi-circular shape originating at the bulkhead at the point of discharge. The size of each mixing zone is 7.1 square meters with a radius of approximately 1.5 meters. [62-4.244, 62-302]
5. The Permittee is granted mixing zone for specific conductance pursuant to FAC Rule 62-4.244 for the effluent discharge from Outfall D-001 into Deep Creek. The mixing zone for specific conductance is an area with a semi-circular shape originating at the bulkhead at the point of discharge. The size of each mixing zone is 1.17 square meters with a radius of approximately 0.61 meter. [62-4.244, 62-302]
6. Unionized ammonia shall be calculated based on a separate single grab sample for total ammonia. The pH and temperature at the time of the grab sample shall be used for the calculation and reported on the DMR. [62-302.530(3)]
7. The permittee shall comply with the following requirements to evaluate acute whole effluent toxicity of the discharge from outfall D-001.
- a. Effluent Limitation
 - (1) In any routine or additional follow-up test for acute whole effluent toxicity, the 96-hour LC50 shall not be less than **20%** effluent. [Rules 62-302.200(1); 62-302.500(1)(a)4; 62-4.241(5)(a); and 62-4.244(3)(d), F.A.C.]
 - b. Monitoring Frequency
 - (1) Routine toxicity tests shall be conducted at time of permit renewal, according to FS 403.0882(6)(d)(1), unless this toxicity test, or any subsequent toxicity test performed by the Department, does not meet toxicity requirements.
 - c. Sampling Requirements
 - (1) All tests shall be conducted on a single grab sample of final effluent.
 - d. Test Requirements
 - (1) Routine Tests: All routine tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: **100%, 50%, 30%, 20%, and 10%** effluent.
 - (2) The permittee shall conduct 96-hour acute static renewal multi-concentration toxicity tests using the daphnid, *Ceriodaphnia dubia*, and the bannerfin shiner, *Cyprinella leedsii*, concurrently.
 - (3) All test species, procedures and quality assurance criteria used shall be in accordance with Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms, 5th Edition, EPA-821-R-02-012. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use.

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

In the event the above method is revised, the permittee shall conduct acute toxicity testing in accordance with the revised method.

- (4) The control water and dilution water shall be moderately hard water as described in EPA-821-R-02-012, Table 7.

e. Quality Assurance Requirements

- (1) A standard reference toxicant (SRT) quality assurance (QA) acute toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than 30 days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five monthly acute toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.
- (2) If the mortality in the control (0% effluent) exceeds 10% for either species in any test, the test for that species (including the control) shall be invalidated and the test repeated. The repeat test shall begin within 14 days after the last day of the invalid test.
- (3) If 100% mortality occurs in all effluent concentrations for either species prior to the end of any test and the control mortality is less than 10% at that time, the test (including the control) for that species shall be terminated with the conclusion that the test fails and constitutes non-compliance.
- (4) Routine and additional follow-up tests shall be evaluated for acceptability based on the concentration-response relationship, as required by EPA-821-R-02-012, Section 12.2.6.2., and included with the bioassay laboratory reports.

f. Reporting Requirements

- (1) Results from all required tests shall be reported on the Discharge Monitoring Report (DMR). If an LC50 >100% effluent occurs in the test, then ">100" shall be entered on the DMR for that test species. If an LC50 <100% effluent occurs, then the calculated LC50 effluent concentration shall be entered on the DMR for that test species.
- (1) A bioassay laboratory report for each routine test shall be prepared according to EPA-821-R-02-012, Section 12, Report Preparation and Test Review, and e-mailed or mailed to the Department at the address below within 30 days after the last day of the test.
- (2) For additional follow-up tests, a single bioassay laboratory report shall be prepared according to EPA-821-R-02-012, Section 12, and e-mailed or mailed within 30 days after the last day of the second valid additional follow-up test.
- (3) Data for invalid tests shall be included in the bioassay laboratory report for the repeat test.
- (4) The same bioassay data shall not be reported as the results of more than one test.
- (5) All bioassay laboratory reports shall be e-mailed or mailed to *Jacksonville* only:

Florida Department of Environmental Protection
Northeast District – Wastewater Section
7777 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

g. Test Failures

- (1) A test fails when the test results do not meet the limits in 4.a.(1).
- (2) Additional Follow-up Tests:
 - (a) If a routine test does not meet the acute toxicity limitation in 4.a.(1) above, the permittee shall notify the Department at the address above within 21 days after the last day of the failed routine test and conduct two additional follow-up tests on each species that failed the test in accordance with 4.d.

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- (b) The first test shall be initiated within 28 days after the last day of the failed routine test. The remaining additional follow-up tests shall be conducted weekly thereafter until a total of two valid additional follow-up tests are completed.
 - (c) The first additional follow-up test shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 75%, 50%, 25%, and 12.5% effluent. The permittee may modify the dilution series in the second additional follow-up test to more accurately bracket the toxicity such that at least two dilutions above and two dilutions below the target concentration and a control (0% effluent) are run. All test results shall be statistically analyzed according to the procedures in EPA-821-R-02-012.
- (3) In the event of three valid test failures (whether routine or additional follow-up tests) within a 12-month period, the permittee shall notify the Department within 21 days after the last day of the third test failure.
- (a) The permittee shall submit a plan for correction of the effluent toxicity within 60 days after the last day of the third test failure.
 - (b) The Department shall review and approve the plan before initiation.
 - (c) The plan shall be initiated within 30 days following the Department's written approval of the plan.
 - (d) Progress reports shall be submitted quarterly to the Department at the address above.
 - (e) During the implementation of the plan, the permittee shall conduct quarterly routine whole effluent toxicity tests in accordance with 7.d. Additional follow-up tests are not required while the plan is in progress. Following completion or termination of the plan, the frequency of monitoring for routine and additional follow-up tests shall return to the schedule established in 4.b.(1). If a routine test is invalid according to the acceptance criteria in EPA-821-R-02-012, a repeat test shall be initiated within 14 days after the last day of the invalid routine test.
 - (f) Upon completion of four consecutive quarterly valid routine tests that demonstrate compliance with the effluent limitation in 4.a.(1) above, the permittee may submit a written request to the Department to terminate the plan. The plan shall be terminated upon written verification by the Department that the facility has passed at least four consecutive quarterly valid routine whole effluent toxicity tests.
 - (g) If a test within the sequence of the four is deemed invalid, but is replaced by a repeat valid test initiated within 14 days after the last day of the invalid test, the invalid test will not be counted against the requirement for four consecutive quarterly valid routine tests for the purpose of terminating the plan.
- (4) The additional follow-up testing and the plan do not preclude the Department taking enforcement action for whole effluent toxicity failures. [62-4.241, 62-620.620(3)]
[62-302.530, F.A.C.]

B. Other Limitations and Monitoring and Reporting Requirements

1. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.

The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>.

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The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

- a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
- b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
- c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

2. The permittee shall provide safe access points for obtaining representative influent and effluent samples which are required by this permit. [62-620.320(6)]
3. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semi-annual	January 1 - June 30	July 28
	July 1 - December 30	January 28
Annual	January 1 - December 31	January 28
Toxicity	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department by the twenty-eighth (28th) of the month following the month of operation at the address specified below:

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Florida Department of Environmental Protection
Wastewater Compliance Evaluation Section, Mail Station 3551
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

[62-620.610(18)]

4. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Northeast District Office at the address specified below:

Florida Department of Environmental Protection
Northeast District – Wastewater Section
7777 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Phone - (904) 256-1700

FAX - (904) 256-1589

(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

5. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*
6. If there is no discharge from the facility on a day when the facility would normally sample, the sample shall be collected on the day of the next discharge. *[62-620.320(6)]*

II. SLUDGE MANAGEMENT REQUIREMENTS

1. The method of sludge use or disposal by this facility is class I solid waste landfill.
2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its sludges. *[62-620.320(6)]*
3. Storage, transportation, and disposal of sludge/solids characterized as hazardous waste shall be in accordance with requirements of Chapter 62-730, F.A.C. *[62-730]*
4. The permittee shall maintain records available for inspection by the Department at the permitted facility, as follows:
 - a. Quantity of sludge generated;
 - b. Quantity of sludge transported for treatment and/or disposal;
 - c. Name and location of the site(s) to which sludge is transported;
 - d. If a person other than the permittee is responsible for sludge transportation, treatment, and/or disposal, the permittee shall also keep records of the name and address of each transporter, and copies of all shipping manifests. *[62-620.320(6)]*

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL LAND APPLICATION REQUIREMENTS

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1. Section IV is not applicable to this facility.

V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a person who is qualified by formal training and/or practical experience in the field of water pollution control. *[62-620.320(6)]*
2. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. A copy of the current permit;
 - e. A copy of any required record drawings; and
 - f. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules.

[62-620.350]

VI. SCHEDULES

1. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. *[62-620.335(1) and (2)]*

VII. BEST MANAGEMENT PRACTICES/STORMWATER POLLUTION PREVENTION PLANS

1. The permittee shall during the term of this permit operate the facility in accordance with the existing Best Management Practices (BMP) or in accordance with subsequent amendments to the Plan. The permittee shall also amend this Plan, to incorporate practices to achieve the objectives and specific requirements listed below. The permittee shall maintain the Plan at the facility and shall make the plan available to the Department upon request. The Plan shall be implemented in accordance with the schedule contained in Part VI of this permit. *[62-620.100(3)(m)]*
2. Through implementation of the Best Management Practices (BMP), the permittee shall prevent or minimize the generation and the potential for the release of pollutants from the facility to the waters of the State through normal operations and ancillary activities. *[62-620.100(3)(m)]*
3. The permittee shall develop and amend the BMP Plan consistent with the following objectives for the control of pollutants.

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- a. The number and quantity of pollutants and the toxicity of effluent generated, discharged or potentially discharged at the facility shall be minimized by the permittee to the extent feasible by managing each influent waste stream in the most appropriate manner.
- b. Under the BMP Plan, and any Standard Operating Procedures (SOPs) included in the Plan, the permittee shall ensure proper operation and maintenance of the treatment facility.
- c. The permittee shall establish specific objectives for the control of pollutants by conducting the following evaluations.
 - (1) Each facility component or system shall be examined for its waste minimization opportunities and its potential for causing a release of significant amounts of pollutants to waters of the United States due to equipment failure, improper operation, and natural phenomena such as rain or adverse weather, etc. The examination shall include all normal operations and ancillary activities including but not limited to material storage areas, plant site runoff, in-plant transfer, process and material handling areas, loading or unloading operations, spillage or leaks, sludge and waste disposal, or drainage from raw material storage, as applicable.
 - (2) Where experience indicates a reasonable potential for equipment failure (e.g., a tank overflow or leakage), natural condition (e.g., precipitation), or other circumstances to result in significant amounts of pollutants reaching surface waters, the program should include a prediction of the direction, rate of flow and total quantity of pollutants which could be discharged from the facility as a result of each condition or circumstance.

[62-620.100(3)(m)]

4. The BMP Plan shall be consistent with the objectives in Part 3 above and the general guidance contained in the publication entitled Guidance Manual for Developing Best Management Practices (BMPs) (USEPA, 1993) or any subsequent revisions to the guidance document. The BMP Plan shall:
 - a. Be documented in narrative form, shall include any necessary plot plans, drawings or maps, and shall be developed in accordance with good engineering practices. The BMP Plan shall be organized and written with the following structure:
 - (1) Name and location of the facility.
 - (2) Statement of BMP Plan policy.
 - (3) Structure, functions, and procedures of the BMP Plan committee.
 - (4) Specific management practices and standard operating procedures to achieve the above objectives, including, but not limited to, the following:
 - (a) modification of equipment, facilities, technology, processes, and procedures,
 - (b) reformulation or redesign of products,
 - (c) substitution of materials, and
 - (d) improvement in management, inventory control, materials handling or general operational phases of the facility.
 - (5) Risk identification and assessment.
 - (6) Reporting of BMP Plan incidents.
 - (7) Materials compatibility.
 - (8) Good housekeeping.
 - (9) Preventative maintenance.
 - (10) Inspections and records.
 - (11) Security.
 - (12) Employee training.
 - b. Establish specific best management practices to meet the objectives identified in Part 3 of this section, addressing each component or system capable of generating or causing a release of significant amounts of pollutants, and identifying specific preventative or remedial measures to be implemented.

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[62-620.100(3)(m)]

5. Required Components of a Waste Minimization Assessment

- a. The WMA shall include an overall plant water balance, as well as internal water balances, as necessary. This information shall be used to determine any opportunities for water conservation or reuse/recycling and to determine if and where leakages might occur.
- b. A materials and risk assessment shall be developed and shall include the following:
 - (1) Identification of the types and quantities of materials used or manufactured (including by products produced) at the facility;
 - (2) Identification of the location and types of materials management activities which occur at the facility;
 - (3) An evaluation of the following aspects of materials compatibility: containment and storage practices for chemicals, container compatibility, chemical mixing procedures; potential mixing or compatibility problems; and specific prohibitions regarding mixing of chemicals;
 - (4) Technical information on human health and ecological effects of toxic or hazardous chemicals presently used or manufactured (including by products produced) or planned for future use or production; and
 - (5) Analyses of chemical use and waste generation, including overall plant material balances and as necessary, internal process balances, for all pollutants. (When actual measurements of the quantity of a chemical entering a wastewater or storm water stream are not readily available, reasonable estimates should be made based on best engineering judgment.) The analyses shall address reasons for using particular chemicals, and measures or estimates of the actual and potential chemical discharges via wastewater, wastewater sludge, storm water, air, solid waste or hazardous waste media.
- c. The WMA shall include, at a minimum, the following means of reducing pollutant discharges in wastewater streams or of otherwise minimizing wastes:
 - (1) Process related source reduction measures, including any or all of the following, as appropriate:
 - (a) Production process changes;
 - (b) Improved process controls;
 - (c) Reduction of off spec materials;
 - (d) Reduction in use of toxic or hazardous materials;
 - (e) Chemical modifications and/or material purification;
 - (f) Chemical substitution employing non toxic or less toxic alternatives; and
 - (g) Equipment upgrades or modifications or changes in equipment use.
 - (2) Housekeeping/operational changes, including waste stream segregation, inventory control, spill and leak prevention, equipment maintenance; and employee training in areas of pollution prevention, good housekeeping, and spill prevention and response;
 - (3) In process recycling, on site recycling and/or off site recycling of materials;
 - (4) Following all source reduction and recycling practices, wastewater treatment process changes, including the use of new or improved treatment methods, such that treatment by products are less toxic to aquatic or human life; and
 - (5) Other means as agreed upon by the permit issuing authority and the permittee.
- d. For storm water discharges and instances where storm water enters the wastewater treatment/disposal system or is otherwise commingled with wastewater, the WMA shall evaluate the following potential sources of storm water contamination, at a minimum:
 - (1) Loading, unloading and transfer areas for dry bulk materials or liquids;
 - (2) Outdoor storage of raw materials or products;
 - (3) Outdoor manufacturing or processing activities;
 - (4) Dust or particulate generating processes; and
 - (5) On site waste and/or sludge disposal practices.

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The likelihood of storm water contact in these areas and the potential for spills from these areas shall be considered in the evaluation. The history of significant leaks or spills of toxic or hazardous pollutants shall also be considered. Recommendations for changes to current practices which would reduce the potential for storm water contamination from these areas shall be made, as necessary. [62-620.100(3)(m)]

6. The permittee is encouraged, but not required, to conduct a waste minimization assessment (WMA) for this facility to determine actions that could be taken to reduce waste loadings and chemical losses to all wastewater and/or storm water streams.

If the permittee elects to develop and implement a WMA, information on plan components can be obtained from the Department's Industrial Wastewater website, or from:

Florida Department of Environmental Protection
Industrial Wastewater Section, Mail Station 3545
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

(850) 245-8589

(850) 245-8669 - (Fax)

[62-620.100(3)(m)]

7. The BMP Plan shall be signed by the permittee or their duly authorized representative in accordance with Rule 62-620.305(2)(a) and (b), F.A.C. The Plan shall be reviewed by appropriate facility staff and management. Where required by Chapter 471 (P.E.) or Chapter 492 (P.G.) Florida Statutes, applicable portions of the Plan shall be signed and sealed by the professional(s) who prepared them.

The BMP Plan shall contain a written statement from corporate or facility management indicating management's commitment to the goals of the BMP Plan program. Such statements shall be publicized or made known to all facility employees. Management shall also provide training for the individuals responsible for implementing the BMP Plan. [62-620.100(3)(m)]

8. The permittee shall maintain a copy of the BMP Plan at the facility and shall make the plan available to the Department upon request. All offices of the permittee which are required to maintain a copy of the NPDES permit shall also maintain a copy of the BMP Plan. [62-620.100(3)(m)]
9. If following review by the Department, the BMP Plan is determined insufficient, the permittee will be notified that the Plan does not meet one or more of the minimum requirements of this Part.

Upon such notification from the Department, the permittee shall amend the plan and shall submit to the Department a written certification that the requested changes have been made. Unless otherwise provided by the Department, the permittee shall have 30 days after such notification to make the changes necessary.

The permittee shall amend the BMP Plan whenever there is a change in the facility or in the operation of the facility which materially increases the generation of pollutants or their release or potential release to the receiving waters. The permittee shall also amend the Plan, as appropriate, when plant operations covered by the BMP Plan change. Any such changes to the Plan shall be consistent with the objectives and specific requirements listed above. All changes in the BMP Plan shall be reported to the Department in writing. [62-620.100(3)(m)]

10. At any time, if the BMP Plan proves to be ineffective in achieving the general objective of preventing and minimizing the generation of pollutants and their release and potential release to the receiving waters and/or the specific requirements above, the permit and/or the BMP Plan shall be subject to modification to incorporate revised BMP Plan requirements. [62-620.100(3)(m)]

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VIII. OTHER SPECIFIC CONDITIONS

1. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
2. The permittee shall provide verbal notice to the Department's Northeast District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, or wastewater sludges. The Permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Northeast District in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
3. Existing manufacturing, commercial, mining, and silvicultural wastewater facilities or activities that discharge into surface waters shall notify the Department as soon as they know or have reason to believe:
 - a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;
 - (1) One hundred micrograms per liter,
 - (2) Two hundred micrograms per liter for acrolein and acrylonitrile; five hundred micrograms per liter for 2, 4-dinitrophenol and for 2-methyl-4, 6-dinitrophenol; and one milligram per liter for antimony, or
 - (3) Five times the maximum concentration value reported for that pollutant in the permit application; or
 - b. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following levels;
 - (1) Five hundred micrograms per liter,
 - (2) One milligram per liter for antimony, or
 - (3) Ten times the maximum concentration value reported for that pollutant in the permit application.

[62-620.625(1)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitute grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*

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4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*

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11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

- b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C. [62-620.610(18)]
19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department's Northeast District any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances.

A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a) 4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

- (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Northeast District within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the FDEP Northeast District shall waive the written report. *[62-620.610(20)]*
21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 17, 18 or 19 of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20 of this permit. *[62-620.610(21)]*
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.
 - c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
 - d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1 through 3 of this permit.
 - e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.

[62-620.610(22)]

Exhibit A

PERMITTEE: St. Johns County School Board
FACILITY: South Woods Elementary School RO WTP

PERMIT NUMBER: FL0429333 – 003 (Minor)
EXPIRATION DATE: March 27, 2016

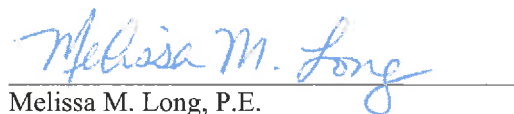
23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.5. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Jacksonville, Florida.

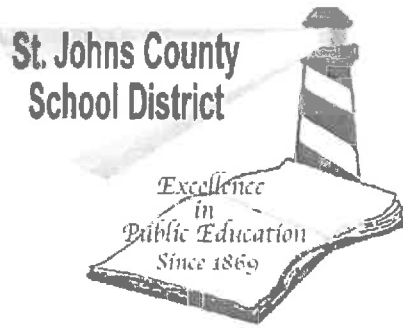
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Melissa M. Long, P.E.
Water Facilities Administrator

DATE: August 21, 2012

Attachment(s):
Discharge Monitoring Report



ST. JOHNS COUNTY SCHOOL DISTRICT

Purchasing Department

40 Orange Street

St. Augustine, Florida 32084

Telephone (904) 547-7700 FAX (904) 547-7705

Patrick Snodgrass, CPSM

Director of Purchasing

School Board Administration Center

Historic St. Augustine

September 12, 2014

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2014-20 Operation and Management of Water Treatment Plant.

Section 4.1 shall be amended and read as follows:

- 4.1 The term of this contract shall be from November 15, 2014 to November 14, 2017 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to two (2) additional one (1) year periods.

Section 12.2 shall be amended and read as follows:

- 12.2 Pricing for a flat annual fee to operate, manage and maintain the water treatment plant is required. A separate price must be submitted for year one (1), year two (2) and year three (3). Pricing must include all sampling as per permit.

A Revised Proposal Sheet has been attached.

The following is a list of questions that were asked along with the responses:

1. **Question:** Upon review of the bid documents I could not identify the staffing requirements (How many visits per week) can you clarify this for me?

Answer: The awarded vendor will be required to visit 7 days per week with a minimum of 1 hour each visit.

2. **Question:** Will the vendor be responsible for chemicals?

Exhibit A

Answer: The awarded vendor shall be responsible for ordering chemicals as needed with direct billing to the District from chemical vendor.

3. **Question:** Will the vendor be responsible for purchasing supplies for the required R/O maintenance? (ie. Pre filters, etc.)

Answer: Yes, the awarded vendor shall be responsible for basic and reasonable operational supplies. Any major repairs shall be quoted utilizing the set hourly rate and percentage markup in contract and approved by the Director of Maintenance or Supervisor.

4. **Question:** The Water plant is due for a partial of the triennial samples next year 2015. See attached schedule. Will this be included as part of the pricing for the annual contract or how does the District wish to have this pricing done?

Answer: The awarded vendor shall be responsible for all sampling as per permit. See amended Section 12.2.

5. **Question:** In regards to the samples in the permit that are due every 5 years. These samples are due 12 months prior to the permit expiration which will be March 2015. These samples are very expensive. How does the district want to have these samples priced? If the contractor includes them in the flat fee price it will increase it significantly.

Answer: See answer #4.

Thank you for your continued participation in the bid process.

Sincerely,



Patrick Snodgrass
Director of Purchasing

Exhibit A

RFP #2014-20 Operation and Management of
Water Treatment Plant

Revised Proposal Sheet

<u>Description</u>	<u>Price</u>
Year One Annual Fee (November 15, 2014 - November 14, 2015)	\$
Year Two Annual Fee (November 15, 2015 - November 14, 2016)	\$
Year Three Annual Fee (November 15, 2016 - November 14, 2017)	\$
Regular hourly labor rate for repair and additional work	\$ Per Hour
Non-Regular hourly labor rate for repair and additional work	\$ Per Hour
Percentage % mark up over cost for parts and materials	%

Company Name:

Authorized Signature:

Print Name:

Date:

Exhibit A



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NORTHEAST DISTRICT
8800 BAYMEADOWS WAY WEST, SUITE 100
JACKSONVILLE, FLORIDA 32256

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

waltons@stjohns.k12.fl.us

sgreen@uswatercorp.com; rhiggins@uswatercorp.com

March 5, 2013

Mr. Shane Walton
St Johns County School District
40 Orange Street
St Augustine, FL 32084

2013 Drinking Water Monitoring Requirements
South Woods Elementary School // PWS ID: 2554489

This letter summarizes current monitoring requirements for the above facility, but it is subject to change due to water quality issues or sampling and reporting violations. Please take samples early in the monitoring period to allow for possible lab delays and unforeseen events.

CONTAMINANT	NEXT DUE	LOCATION & COMMENTS
Microbiological (coliform)	Monthly <i>3-5-13</i>	<i>2</i> distribution samples and 1 raw from each well
Disinfectant Levels	Monthly	<i>2</i> field readings (one at each microbiological sample location site in the distribution system)
Nitrate & Nitrite <i>yearly</i>	2013	Taken at <u>each</u> Point of Entry to the distribution system
Primary Inorganics	2013 <i>yearly</i>	Taken at <u>each</u> Point of Entry to the distribution system
Asbestos (or waiver)	2013 <i>yearly</i>	Samples taken from within the distribution system (Waiver available if no asbestos pipe in the system)
Volatile Organics (VOCS)	2013 <i>yearly</i>	Taken at <u>each</u> Point of Entry to the distribution system
Synthetic Organics (SOCS)	2013 <i>yearly</i>	Taken at <u>each</u> Point of Entry to the distribution system (2 quarterly samples required if population >3,300)
Disinfection Byproducts (DBPs), Stage 1 <i>2 samples</i>	Jul-Sep 2013 <i>yearly</i>	Includes Total Trihalomethanes (TTHMs) & Haloacetic Acids (HAA5s) taken at pre-approved sample plan sites; one maximum residence time location is required for <u>each</u> plant
Lead and Copper <i>10 sites</i>	Jun-Sep 2013	Samples taken at pre-approved sample plan sites
Water Quality Parameters (WQPs)	Not Required	Samples taken at entry point(s) to distribution

NOTE: Stage 2 DBP monitoring schedule is still to be determined and may change monitoring. You will be notified by e-mail or letter if there is a change.

Monitoring reports (with cover sheets, chain-of-custody and lab certification pages) are to be delivered to the Department *within 10 days* following the end of sample period or following your receipt of the laboratory report, whichever time is less. **Do not rely on the laboratory to submit your monitoring results to the Department.**

As a courtesy, we have sought to provide accurate information and delivery to the appropriate individuals, however it is ultimately the responsibility of the facility owner to verify and ensure that the correct monitoring is carried out.

Questions on this matter should be directed to Joni Petry by email at Joni.Petry@dep.state.fl.us, or by phone at 904-256-1606. Thank you in advance for your time and cooperation.

cc: Mr. Steven Green; Ms. Robin Higgins

www.dep.state.fl.us

Exhibit B

RFP #2014-20 Operation and Management of
Water Treatment Plant

Revised Proposal Sheet

Description	Price
Year One Annual Fee (November 15, 2014 - November 14, 2015)	\$ 3,070.86 36,850.32 DBS
Year Two Annual Fee (November 15, 2015 - November 14, 2016)	\$ 2,641.72 31,700.64 DBS
Year Three Annual Fee (November 15, 2016 - November 14, 2017)	\$ 2,545.51 30,546.12 DBS
Regular hourly labor rate for repair and additional work	55.00 Per Hour
Non-Regular hourly labor rate for repair and additional work	75.00 Per Hour
Percentage % mark up over cost for parts and materials	15%

Company Name:

U.S. Water Services Corporation

Authorized Signature:



Print Name:

David B. Schultz, Sr.

Date:

9/23/14



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

June 23, 2015

Colin Groff, Utilities Director
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

RE: City of Boynton Beach Relief Operations for Water and Wastewater Treatment Plants

Mr. Groff

As per our meeting of June 22, 2015 U.S. Water Services Corporation (USWSC) agrees to provide a Class A, B, or C, Florida Licensed Water and/or Wastewater Treatment Plant Operators for either of the two treatment plants on an as needed basis.

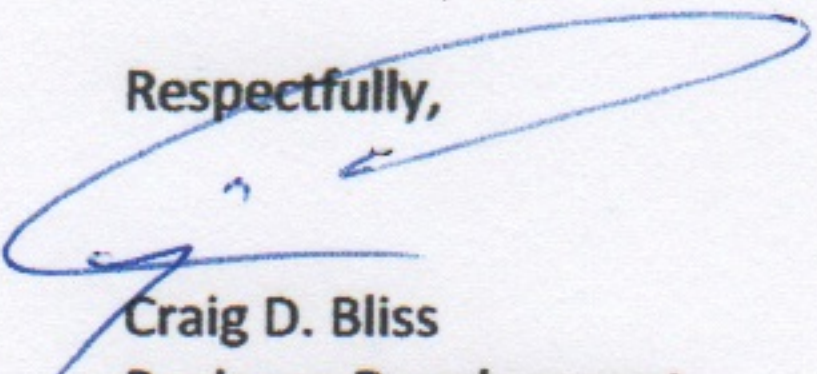
The City of Boynton Beach agrees to pay USWSC \$55.00 per hour per operator for operations from 7:00 a.m. to 3:30 p.m. Monday thru Friday and \$75.00 per hour per operator for hours of operations outside the hours of 7:00 a.m. - 3:30 p.m. RFP 2014-19 "Operations and Management of Wastewater Treatment Plant – South Wood School which can be used for the purpose of Piggybacking".

The City of Boynton Beach agrees not to directly or indirectly utilize, offer to hire, on a permanent or part-time basis any Operator or any personnel utilized by USWSC at the City's Facilities for a period of 2 years and one year after the agreement between USWSC and the City is no longer in place.

Both parties will have the option to provide 30 days notice in the event either party wishes to end this letter agreement.

If you have any questions, please feel free to give me a call at (727) 389-7698.

Respectfully,



Craig D. Bliss
Business Development
4939 Cross Bayou Blvd
New Port Richey, FL 34652
cbliss@uswatercorp.net

CC: Chris Saliba, Regional Manager

4939 Cross Bayou Boulevard * New Port Richey * Florida * 34652
Tel: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Approve an increase to Purchase Order No. 170835 with Pantropic Power for the rental of a 1,000 kilowatt (KW) backup emergency generator and cables at the East Water Treatment Plant for a monthly cost of \$9,066.00 for an additional six (6) months, increasing the purchase order from \$16,901.00 to \$71,297.00.

EXPLANATION OF REQUEST:

Rental Period: Thru September 2017

The backup emergency generator at the East Water Treatment Plant has reached the end of its useful life and the rental of a backup generator is needed until Utilities can purchase a new replacement generator. The request is for the rental of a 1,000 kilowatt (KW) generator and cables from Pantropic Power.

The department is currently working on bid documents to replace the generator (estimated cost of new generator \$1,100,000)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The backup emergency generator will provide power in the event of a power outage to the East Water Treatment Plant and will provide a backup power supply to enable Utilities to provide uninterrupted drinking water to its customers.

FISCAL IMPACT: Budgeted Funding is available in Utilities account 401-2811-536-44.30.

ALTERNATIVES: Since the backup emergency generator is required for East Water Treatment Plant operations, there is no feasible alternative at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

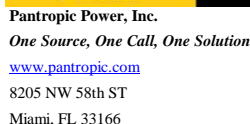
Grant Amount:

ATTACHMENTS:

Type	Description
▣ Addendum	Pantropic Power Monthly Quote
▣ Addendum	Pantropic Power Cables Quote

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	4/23/2017 - 9:21 AM
Finance	Howard, Tim	Approved	4/28/2017 - 10:35 AM
City Manager	LaVerriere, Lori	Approved	4/28/2017 - 10:40 AM



DATE 2/17/2017
Contract # RAG02172017-1
Customer Acct. #:
Contract valid until: 3/19/2017

JOB SITE: City of Boynton Beach
Name:
Address: SAME

Phone 561-742-6403
Cell
Email: lowm@bbfl.us

Roberto Garcia
Email: Roberto_Garcia@pantropic.com
Phone: (305) 592-4944, ext. 3022
Fax: (305) 675-3163
Cell: (305) 970-5902

Comments or Special Instructions:

Need ASAP

START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
2/17/2017	MONTHLY	3/17/2017	Standby (0 hrs)	No	Yes	Net 30

[illegible]

***Notes:**

	SUBTOTAL	\$ 8,961.00
	TAX RATE	
	SALES TAX	\$ -
	OTHER	\$ -
1st MONTH TOTAL		\$ 8,961.00
SUBSEQUENT MONTHS/ TOTAL		\$ 7,866.00

Roberto Garcia
Rental Sales

Customer Signature (Required):

Printed Name: _____

Date:

PO #:

General Terms & Conditions

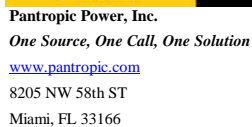
1. Equipment is subject to prior sale or rental
2. Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
3. Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customers can elect or hire our service department maintenance at additional charges as Pantropic Power offers 24 hour emergency services and preventive maintenance services.
4. Customer is responsible for all connections and disconnections of the rented equipment unless otherwise noted. Pantropic Power is NOT authorized to connect/disconnect to/from customers' load point(s).

5. Pantropic will provide top-off service and re-fueling service with fuel dispensed at market price per gallon. Customer may elect this service ____ Yes, ____ No, if Yes, please provide initial ____.

6. Proof of insurance must be provided prior to the customer taking delivery of rented equipment. If proof is not provided, customer agrees to be charged for Pantropic's Loss/Damage Waiver at 14% of the equipment rental rate.

Additional Terms & Conditions

1. **RENTAL TERM:** Rental term begins when generator leaves Pantropic's property for delivery to customer and ends when customer notifies Pantropic, in writing or email, to pick-up the generator.
2. **USE OF EQUIPMENT:** Customer agrees to use the equipment only at the specified location as indicated on the rental contract as jobsite or event site. Customer agrees to not remove, sublease, or re-rent equipment during the full rental period.
3. **TRANSPORTATION:** Charges are applicable to/from customer's location from Pantropic Power's headquarters in Miami, FL.
4. **BILLING:** All rentals are billable in advance and begin on the day equipment is first shipped to customer's site and end the day equipment is returned to Pantropic. If equipment is initially rented with a Credit Card, Pantropic is entitled to charge said card periodically and at such times for all amounts calculated to be due and owing.
5. **RETURN OF EQUIPMENT:** Customer agrees to have all rented items returned during normal business hours and in the same condition and repair as when it was delivered.
6. **RETENTION OF EQUIPMENT/EXPIRATION OF TERM:** If the customer retains the equipment after the expiration of the stated term on the contract, such retention shall be construed as a continuance of this rental contract at the same rental rate and under the same terms & conditions.
7. **OWNERSHIP OF EQUIPMENT:** The parties herein agree that Pantropic retains all rights and title to the rented equipment and customer may not have said equipment lien or pledged as collateral.
8. **RISK:** Risk is transferred to the customer upon receipt of equipment and remains with the customer until equipment is returned to Pantropic's yard. The customer is liable for all damages to the equipment while in its possession.
9. **MAINTENANCE/BREAKDOWN:** all generators must be serviced at 250 hour run time intervals (unless otherwise negotiated and stated within the rental contract) at customer's expense. Rent shall NOT ABATE due to any maintenance needs. Customer shall not attempt any repair to the rented equipment without prior written consent of Pantropic. PANTROPIC MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE UNIT IS PROPERLY FIT FOR ANY PARTICULAR PURPOSE.
10. **ACCESS:** Pantropic reserves the right to enter the customer's location at any time upon giving prior reasonable notice to the customer in order to inspect, maintain, and/or repair the rented equipment.
11. **RESPONSIBILITY FOR LOSS/DAMAGE TO EQUIPMENT:** Customer shall be responsible for any losses or damage to the equipment resulting from any cause whatsoever. Customer agrees to bear the risk of loss or destruction of rented equipment until such time as the equipment is returned to Pantropic at the end of the rental period.
12. **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PANTROPIC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES RELATING TO OR ARISING OUT OF THE EQUIPMENT IN WHATEVER MANNER IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT TO PANTROPIC. Pantropic is not liable for any downtime, consequential or inconsequential damages or incidents to the customer or any third party claiming through or on behalf of the customer for use of the equipment.



DATE 2/28/2017
Contract # RAG02282017-1
Customer Acct. #:
Contract valid until: 3/30/2017

Contract For: Micahel Low
124 E Woolbright Road
Boynton Beach, Fl 33435

Name:
Address: SAME

Roberto Garcia
Email: Roberto_Garcia@pantropic.com
Phone: (305) 592-4944, ext. 3022
Fax: (305) 675-3163
Cell: (305) 970-5902

Cell
Email: lowm@bbfl.us

Comments or Special Instructions:

Customer will pick up and return with Generator upon completion.

[illegible]

***Notes:**

	SUBTOTAL	\$ 1,200.00
	TAX RATE	
	SALES TAX	\$ -
	OTHER	\$ -
1st MONTH TOTAL		\$ 1,200.00
SUBSEQUENT MONTHS/ TOTAL		\$ 1,200.00

Roberto Garcia
Rental Sales

Customer Signature (Required):

Printed Name: _____

Date:

PO #:

General Terms & Conditions

1. Equipment is subject to prior sale or rental
2. Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
3. Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customers can elect or hire our service department maintenance at additional charges as Pantropic Power offers 24 hour emergency services and preventive maintenance services.
4. Customer is responsible for all connections and disconnections of the rented equipment unless otherwise noted. Pantropic Power is NOT authorized to connect/disconnect to/from customers' load point(s).

5. Pantropic will provide top-off service and re-fueling service with fuel dispensed at market price per gallon. Customer may elect this service ____ Yes, ____ No, if Yes, please provide initial ____.

6. Proof of insurance must be provided prior to the customer taking delivery of rented equipment. If proof is not provided, customer agrees to be charged for Pantropic's Loss/Damage Waiver at 14% of the equipment rental rate.

Additional Terms & Conditions

1. **RENTAL TERM:** Rental term begins when generator leaves Pantropic's property for delivery to customer and ends when customer notifies Pantropic, in writing or email, to pick-up the generator.
2. **USE OF EQUIPMENT:** Customer agrees to use the equipment only at the specified location as indicated on the rental contract as jobsite or event site. Customer agrees to not remove, sublease, or re-rent equipment during the full rental period.
3. **TRANSPORTATION:** Charges are applicable to/from customer's location from Pantropic Power's headquarters in Miami, FL.
4. **BILLING:** All rentals are billable in advance and begin on the day equipment is first shipped to customer's site and end the day equipment is returned to Pantropic. If equipment is initially rented with a Credit Card, Pantropic is entitled to charge said card periodically and at such times for all amounts calculated to be due and owing.
5. **RETURN OF EQUIPMENT:** Customer agrees to have all rented items returned during normal business hours and in the same condition and repair as when it was delivered.
6. **RETENTION OF EQUIPMENT/EXPIRATION OF TERM:** If the customer retains the equipment after the expiration of the stated term on the contract, such retention shall be construed as a continuance of this rental contract at the same rental rate and under the same terms & conditions.
7. **OWNERSHIP OF EQUIPMENT:** The parties herein agree that Pantropic retains all rights and title to the rented equipment and customer may not have said equipment lien or pledged as collateral.
8. **RISK:** Risk is transferred to the customer upon receipt of equipment and remains with the customer until equipment is returned to Pantropic's yard. The customer is liable for all damages to the equipment while in its possession.
9. **MAINTENANCE/BREAKDOWN:** all generators must be serviced at 250 hour run time intervals (unless otherwise negotiated and stated within the rental contract) at customer's expense. Rent shall NOT ABATE due to any maintenance needs. Customer shall not attempt any repair to the rented equipment without prior written consent of Pantropic. PANTROPIC MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE UNIT IS PROPERLY FIT FOR ANY PARTICULAR PURPOSE.
10. **ACCESS:** Pantropic reserves the right to enter the customer's location at any time upon giving prior reasonable notice to the customer in order to inspect, maintain, and/or repair the rented equipment.
11. **RESPONSIBILITY FOR LOSS/DAMAGE TO EQUIPMENT:** Customer shall be responsible for any losses or damage to the equipment resulting from any cause whatsoever. Customer agrees to bear the risk of loss or destruction of rented equipment until such time as the equipment is returned to Pantropic at the end of the rental period.
12. **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PANTROPIC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES RELATING TO OR ARISING OUT OF THE EQUIPMENT IN WHATEVER MANNER IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT TO PANTROPIC. Pantropic is not liable for any downtime, consequential or inconsequential damages or incidents to the customer or any third party claiming through or on behalf of the customer for use of the equipment.



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2017.

EXPLANATION OF REQUEST:

This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the six (6) month period ended March 31, 2017 (50% of the fiscal year). The analysis compares:

- Actual results for the current period to the annual budget
- Actual results for the same period of the prior year annual budget

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

The annual budget is what provides and controls the resources for City programs and services.

FISCAL IMPACT:

The annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND

	FY 2016-17			FY 2015-16			FY 2017 vs. 2016	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues & Transfers	\$ 79,401	\$ 55,486	70%	\$ 76,518	\$ 54,707	71%	3.8%	1.4%
Expenditures	\$(79,401)	\$(44,836)	56%	\$(76,518)	\$(44,302)	58%	3.8%	1.2%
Excess (Deficit)	\$ -	\$ 10,650		\$-	\$10,405			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a \$10.6M surplus for the period ending March 31, 2017.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of \$64.6M or 81% of our total \$79.4M General Fund budget estimate for FY 2016-17. Transfers from other funds (non-revenues) provide \$14.8M or 19% of the total funding sources to balance our \$79.4M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:

1. 40% - \$ 31.6M – Property taxes less Tax Increment Financing to the CRA
2. 41% - \$ 33.0M – All other revenues plus General Fund Balance
3. 19% - \$ 14.8M – Transfers from other funds
- 100% - \$ 79.4M – Total funding sources

The property tax rate for FY 2016-17 is 7.9000 mills, no change from the prior year; the net property taxes of \$31.6M in FY 2016-17 represent an 7.48% increase in property tax revenue or an increase of \$2.2M from FY 2015-16.

To balance the budget in FY 2016-17, it required transfers from other funds of \$14.8M representing 19% of all funding sources.

Actual Funding Sources Realized: At the end of the sixth month in FY 2016-17, revenues and transfers realized are approximately \$55.4M of the budget estimate compared to \$54.7M realized to date in FY 2015-16.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was \$28.5M as compared to \$26.7M for FY 2015-16, as noted on Exhibit A.

Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 3.8% from \$76.5M to \$79.4M. The budget increase was due to the cost of doing business, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the six month period ending March 31 (50% of the fiscal year) are \$44.8M which is 56% of the \$79.4M expenditure appropriation for FY 2016-17. Note: the City's annual pension obligations for General Employees, Fire, and Police are paid in the first month of the fiscal year.

The table at the top of Exhibit B displays actual expenditures of \$44.8M or 56% of the FY 2016-17 budget. At this point in the fiscal year, FY2016-17 spending levels are \$.5M ahead of the \$44.3M or 58% expended in FY 2015-16 for this same period.

UTILITY FUND

The FY 2016-17 annual expenditure budget of \$42.24M represents a \$27K increase from the FY 2015-16 budget of \$42.21M. The operational forecast reflects an estimated increase of \$1.2M of the fund balance for FY 2016-17.

	FY 2016-17			FY 2015-16			FY 2017 vs. 2016	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues & Transfers	\$ 42,245	\$ 22,275	53%	\$ 42,218	\$ 22,126	52%	0.1%	0.7%
Expenditures	\$(42,245)	\$(21,161)	50%	\$(42,218)	\$(20,877)	49%	0.1%	1.4%
Excess (Deficit)	\$ -	\$1,114		\$ -	\$1,249			

For the six month period in FY 2016-17,

- Revenues realized are \$22.2M (53%) of the annual budget estimate.
- Expenditures incurred are \$21.1M (50%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately \$1.1M.

Expenditures (Exhibit D) – Utility Fund FY 2016-17 expenditures to date are \$21.1M or 50% of the annual appropriation compared to expenditures of \$20.8M or 49% for the prior fiscal year (which excludes

depreciation and the joint ventures expenditures).

ALTERNATIVES:

Discuss this Budget Status Report or request clarification at the City Commission meeting.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Addendum	GF Financial Report thru March 31, 2017 - Rev
<input type="checkbox"/> Addendum	GF Financial Report thru March 31, 2017 - Exp
<input type="checkbox"/> Addendum	UF Financial Report thru March 31, 2017 - Rev
<input type="checkbox"/> Addendum	UF Financial Report thru March 31, 2017 - Exp

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/25/2017 - 3:36 PM
Finance	Howard, Tim	Approved	4/25/2017 - 3:36 PM
City Manager	LaVerriere, Lori	Approved	4/27/2017 - 3:49 PM

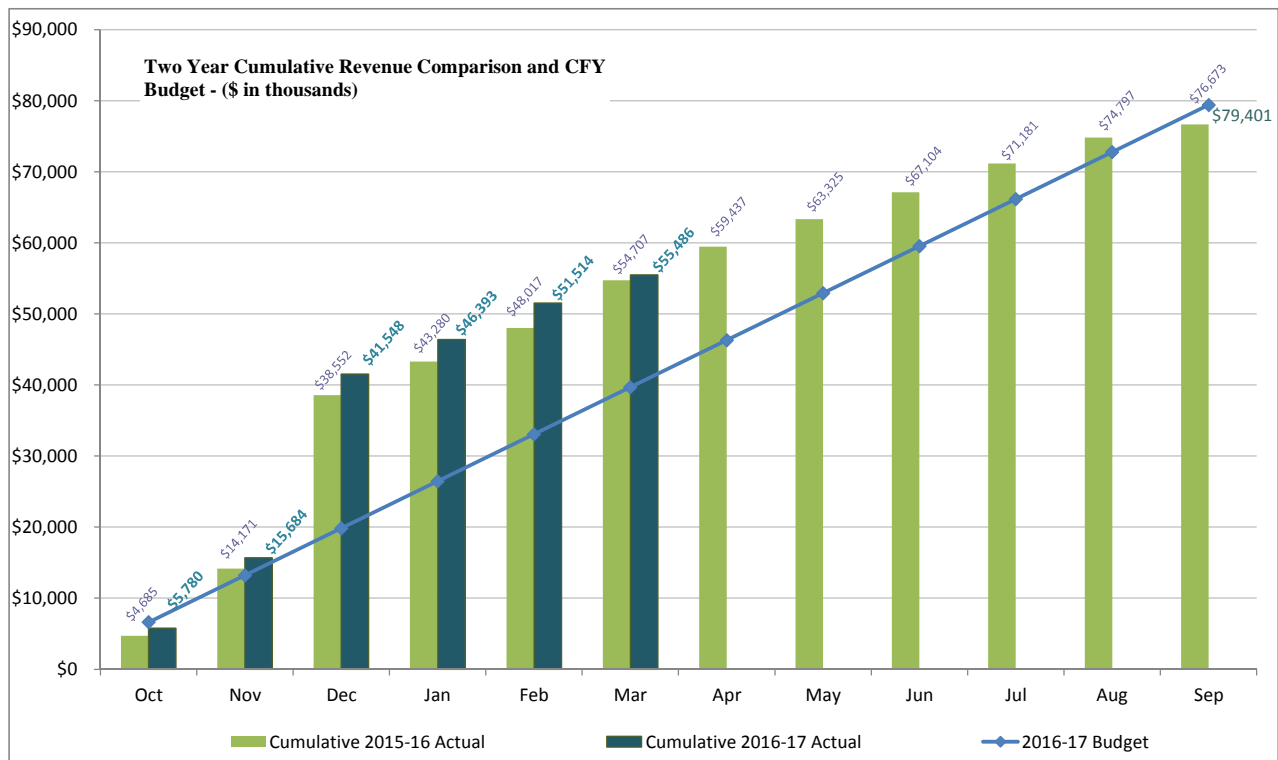
CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

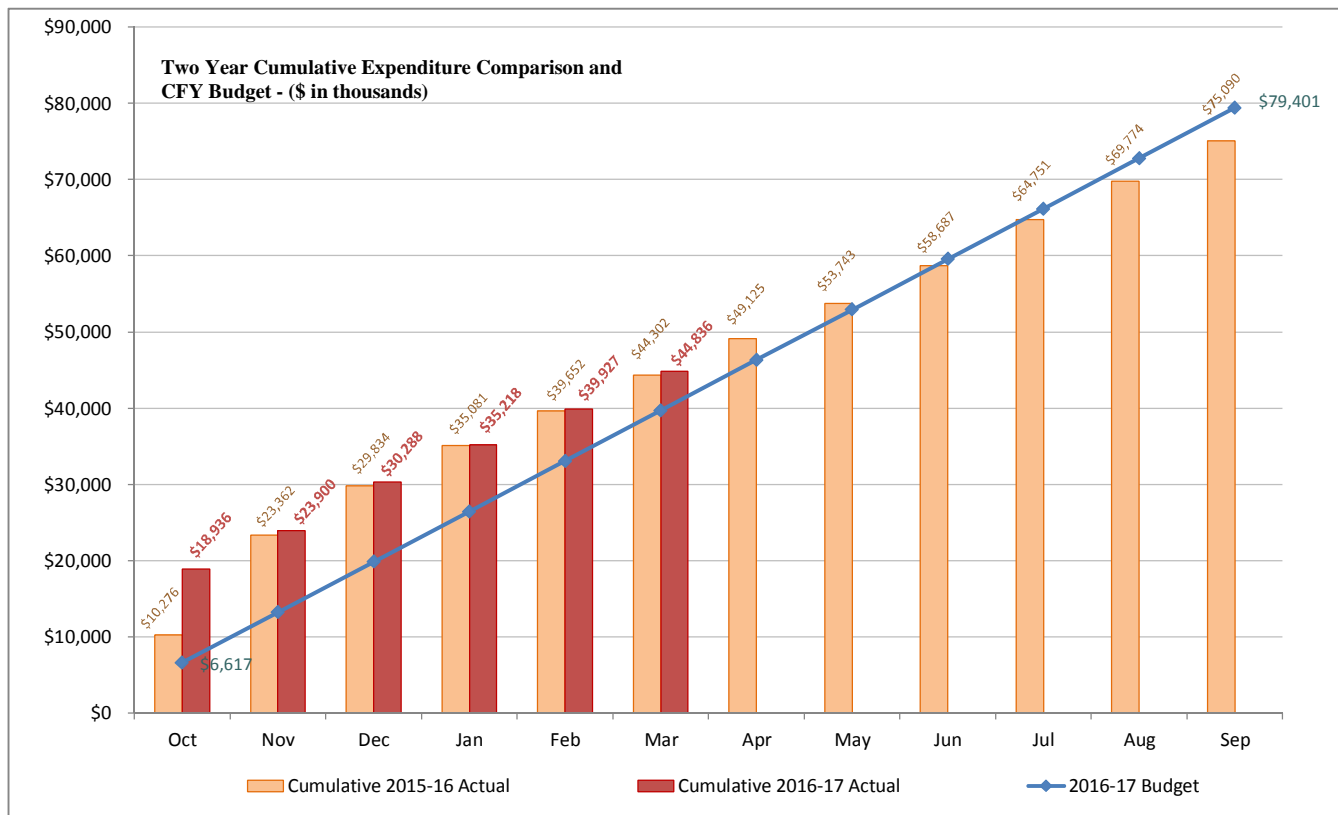
Fiscal Year Period Ended March 31, 2017 (50% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
AD VALOREM TAXES, net	\$ 38,322,309	\$ 35,221,238	92%	\$ 35,437,711	32,715,962	92%
LESS TIF TAXES TO CRA	(6,682,137)	(6,682,137)	100%	(5,985,241)	(5,985,241)	100%
NET TAXES TO THE CITY	31,640,172	28,539,101	90%	29,452,470	26,730,721	91%
LICENSES AND PERMITS						
BUSINESS TAXES	1,656,000	1,558,750	94%	1,545,000	1,518,779	98%
BUILDING PERMITS	2,417,000	1,262,266	52%	2,154,000	1,140,906	53%
FRANCHISE FEES	5,065,000	2,316,603	46%	4,830,000	2,455,107	51%
OTHR LICENSES, FEES & PER	218,000	190,148	87%	180,000	195,354	109%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	85,000	6,665	8%	130,000	15,527	12%
STATE SHARED REVENUES	8,674,000	3,651,603	42%	8,239,000	4,034,303	49%
SHRD REV FROM OTHR LCL	310,000	54,000	17%	395,000	90,812	23%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	121,300	134,833	111%	121,300	120,133	99%
CHRGs-GENERAL GOVT	459,500	246,162	54%	459,000	295,428	64%
PUBLIC SAFETY	5,133,816	3,539,217	69%	4,870,949	3,565,938	73%
PHYSICAL ENVIRONMENT	20,000	(475)	-2%	20,000	10,976	55%
CULTURE/RECREATION	415,500	231,501	56%	410,500	218,573	53%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	10,461	35%	30,000	8,161	27%
VIOLATIONS LOCAL ORD.	720,000	308,012	43%	595,000	403,699	68%
INTEREST EARNINGS	50,000	26,535	53%	50,000	25,204	50%
RENTS AND ROYALTIES	368,800	221,562	60%	367,200	157,826	43%
SPECIAL ASSESSMENTS	5,541,500	5,120,449	92%	5,541,500	5,145,705	93%
SALE OF SURPLUS MATERIAL	2,000	1,004	50%	2,000	855	43%
OTHER MISC. REVENUE	625,000	143,390	23%	233,000	127,010	55%
INTERNAL FUND TRANSFERS						
TRANSFERS	14,842,000	7,421,000	50%	16,442,000	8,221,000	50%
FUND BALANCE APPROPRIATED	1,006,726	503,363	50%	450,645	225,323	50%
Total Revenues	\$ 79,401,314	\$ 55,486,150	70%	\$ 76,518,564	54,707,340	71%



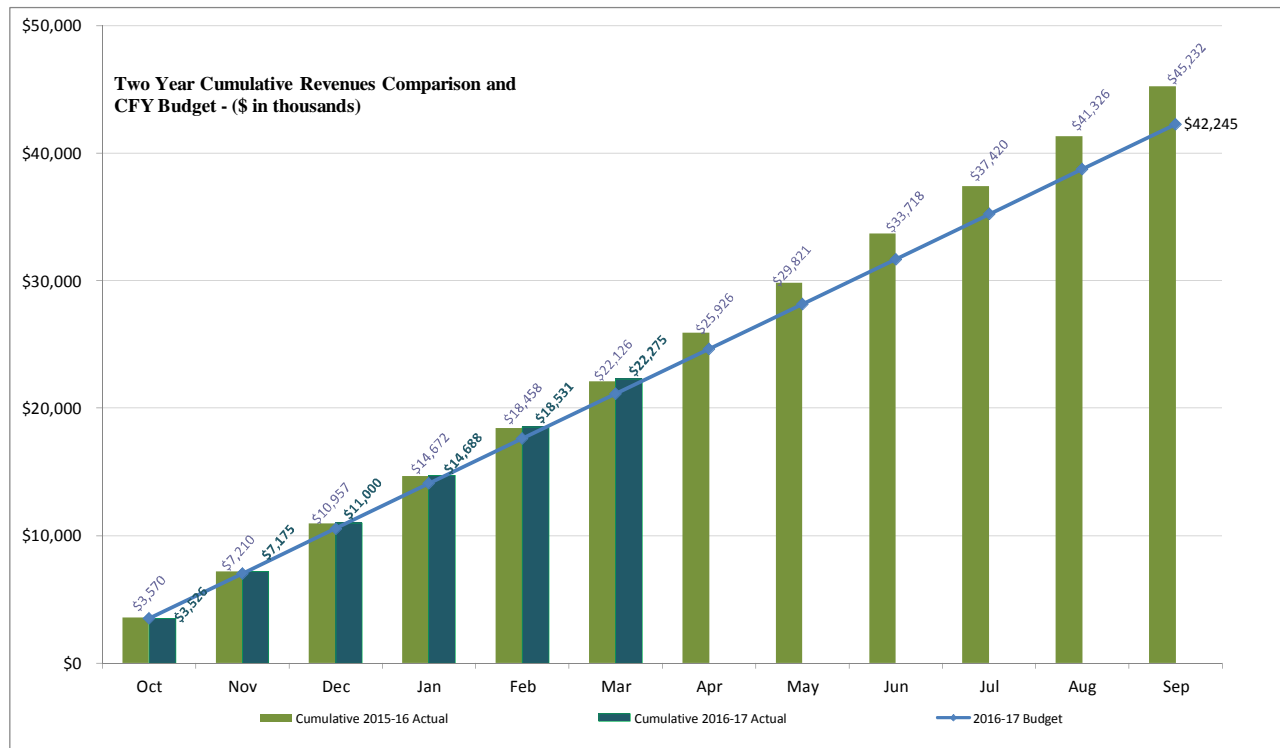
CITY OF BOYNTON BEACH, FLORIDA
GENERAL FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended March 31, 2017 (50% of Fiscal Year)

ACCOUNTS	EXPENDITURES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	\$ 231,706	\$ 147,621	64%	\$ 260,692	\$ 114,033	44%
CITY MANAGER	696,119	431,031	62%	675,310	386,572	57%
CITY HALL/GEN. ADMIN.	4,039,726	1,131,515	28%	2,441,639	1,060,424	43%
MARKETING/COMMUNICATIONS	314,841	157,240	50%	234,811	152,712	65%
CITY CLERK	605,165	247,237	41%	611,709	295,036	48%
CITY ATTORNEY	615,411	240,226	39%	645,944	270,877	42%
FINANCIAL SERVICES	1,186,767	596,364	50%	1,175,704	710,321	60%
ITS	2,247,432	1,192,477	53%	1,921,828	1,120,307	58%
HUMAN RESOURCES	806,830	391,364	49%	720,200	391,584	54%
PUBLIC SAFETY						
UNIFORM SERVICES	16,197,211	9,929,043	61%	15,809,178	9,392,052	59%
ADMINISTRATIVE SERVICES	3,715,348	2,087,752	56%	5,269,636	3,163,214	60%
SUPPORT SERVICES	9,151,124	5,681,856	62%	8,782,483	5,520,031	63%
FIRE	21,789,868	13,629,678	63%	22,767,587	13,576,505	60%
COMMUNITY STANDARDS	2,191,683	965,063	44%	0	0	0%
EMERGENCY MANAGEMENT	22,870	3,458	15%	81,914	6,470	8%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,091,800	649,417	59%	1,013,150	599,419	59%
BUILDING	1,200,588	665,324	55%	1,184,195	607,352	51%
ENGINEERING	693,132	370,882	54%	716,777	419,808	59%
PLANNING & ZONING	733,234	455,684	62%	757,498	460,587	61%
ECONOMIC DEVELOPMENT	231,749	46,651	20%	245,731	111,301	45%
PUBLIC WORKS						
PUBLIC WORKS	223,397	133,755	60%	235,695	135,149	57%
FACILITIES MANAGEMENT	1,851,035	788,938	43%	1,541,462	764,996	50%
STREETS MAINTENANCE	1,128,602	474,250	42%	1,100,307	531,047	48%
LEISURE SERVICES						
LIBRARY	2,253,461	1,274,378	57%	2,261,401	1,292,983	57%
SCHOOLHOUSE MUSEUM SERV	269,372	125,429	47%	301,653	143,016	47%
RECREATION	2,960,081	1,585,398	54%	2,990,094	1,660,921	56%
PARKS & GROUNDS	2,952,762	1,411,225	48%	2,771,966	1,402,604	51%
CRA REIMBURSABLE & RESERVES	-	22,446	0%	-	13,100	0%
Total Expenditures	\$ 79,401,314	\$ 44,835,702	56%	\$ 76,518,564	\$ 44,302,421	58%



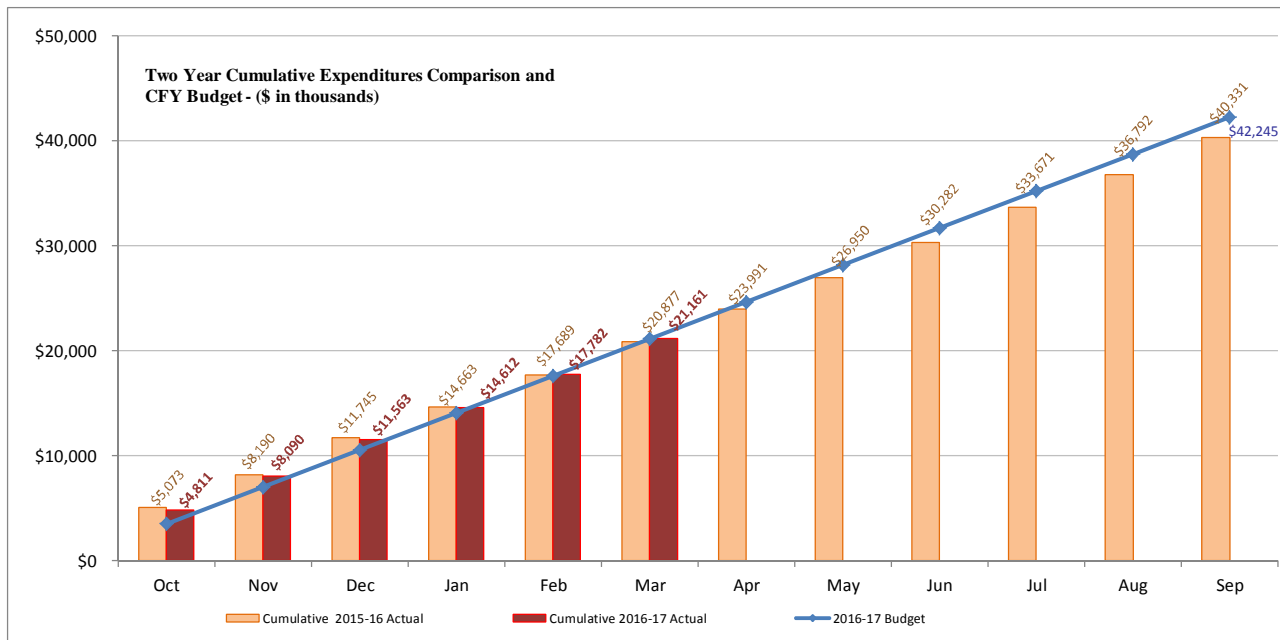
CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended March 31, 2017 (50% of Fiscal Year)

ACCOUNTS	REVENUES					
	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		REVENUE REALIZED	% REALIZED		REVENUE REALIZED	% REALIZED
WATER SALES	\$ 20,250,000	\$ 10,934,372	54%	\$ 19,490,000	\$ 10,283,960	53%
WATER CONNECTION FEE	25,000	30,392	122%	25,000	27,865	111%
WATER SERVICE CHARGE	750,000	517,317	69%	750,000	410,785	55%
WTR-BACKFLOW PREVNTN TEST	10,000	8,350	84%	5,000	9,700	194%
RECLAIMED WATER SALES	60,000	33,262	55%	60,000	27,470	46%
SEWER SERVICE	18,500,000	9,441,237	51%	17,988,000	9,374,538	52%
STORMWATER UTILITY FEE	3,800,000	1,913,234	50%	3,790,000	1,894,587	50%
TELEWISE SEWER LINES	3,500	-	0%	2,500	5,180	207%
FEES	15,000	655	4%	10,000	18,730	187%
INTEREST INCOME	35,000	(4,222)	-12%	40,000	6,197	15%
SALE OF SURPLUS EQUIP.	-	1,655	0%	-	532	0%
OCEAN RGE UT TAX ADM CHG	800	341	43%	800	395	49%
BAD DEBT RECOVERIES	-	-	0%	500	-	0%
MISCELLANEOUS INCOME	-	399	0%	-	37,645	0%
TRANSFER FROM SANITATION FUND	-	-	0%	-	-	0%
FUND BALANCE DECREASE (INCREASE)	(1,204,004)	(602,002)	50%	56,108	28,054	50%
TOTAL REVENUES	\$ 42,245,296	\$ 22,274,990	53%	\$ 42,217,908	\$ 22,125,638	52%



CITY OF BOYNTON BEACH, FLORIDA
UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended March 31, 2017 (50% of Fiscal Year)

EXPENDITURES						
ACCOUNTS	FY 2016-17 BUDGET APPROVED	FY 2016-17 TO DATE		FY 2015-16 BUDGET APPROVED	FY 2015-16 TO DATE	
		EXPENDED	% EXPENDED		EXPENDED	% EXPENDED
WATER DISTRIBUTION	\$ 1,778,837	\$ 1,030,800	58%	\$ 1,659,754	\$ 916,569	55%
PUBLIC WATER TREATMENT	5,422,432	2,794,551	52%	5,691,571	2,707,199	48%
METER READING & SERVICES	1,055,863	642,815	61%	1,208,362	585,743	48%
WASTEWATER COLLECTION	1,606,241	811,809	51%	1,720,597	899,744	52%
WASTEWATER PUMPING STATIONS	2,575,321	1,256,503	49%	2,622,842	1,350,524	51%
SEWAGE TREATMENT	4,405,000	1,574,138	36%	4,405,000	1,725,616	39%
WATER QUALITY	622,451	295,269	47%	662,894	371,201	56%
UTILITY ADMINISTRATION	14,964,432	7,369,023	49%	14,472,294	7,177,618	50%
UTILITIES ENGINEERING	1,332,692	844,858	63%	1,150,746	703,383	61%
STORMWATER MAINTENANCE	957,018	532,672	56%	978,291	510,468	52%
CUSTOMER RELATIONS	1,446,521	774,621	54%	1,562,822	842,355	54%
DEBT SERVICE	6,078,488	3,233,484	53%	6,082,735	3,086,460	51%
Total Expenditures	\$ 42,245,296	\$ 21,160,543	50%	\$ 42,217,908	\$ 20,876,880	49%





CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Approve the minutes from the Regular City
Commission meeting held on April 18, 2017.

EXPLANATION OF REQUEST:

The City Commission met on April 18, 2017 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Minutes	04-18-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/16/2017 - 3:48 PM

Finance
City Manager

Howard, Tim
LaVerriere, Lori

Approved
Approved

3/16/2017 - 3:48 PM
3/17/2017 - 9:59 AM

**MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON MONDAY
APRIL 18, 2017, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL
100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA**

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Joe Casello, Commissioner

Lori LaVerriere, City Manager
Jim Cherof, City Attorney
Judith A. Pyle, City Clerk

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Chair Grant called the meeting to order at 6:30 p.m.

Invocation

Commissioner McCray gave the invocation

Pledge of Allegiance to the Flag led by Commissioner Romelus

Commissioner Romelus led the Pledge of Allegiance to the Flag.

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to add No Smoking signs on Boynton Beach Oceanfront Park to new business.

2. Adoption

Motion

Commissioner McCray moved to approve as amended. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Vice Mayor Katz had no disclosures.

Commissioner McCray attended a wake for Tom Kaiser's wife, attended the Veteran Ceremony at Veterans Park, and attended a service at Journey's Church on Easter. He witnessed the dedication of two homes from Habitat for Humanity in District II and met with representatives of the Shoppes of Boynton.

Commissioner Romelius attended the Easter Egg-Stravaganza with her family and praised Recreation and Parks staff for a great event. She also attended the Firefighters Chili Cook-off and Fishing Tournament.

Commissioner Casello attended the Veterans Celebration of the 100th Anniversary of WW I and the Boynton Beach Firefighters Chili Cook-off and Fishing Tournament. He served as a judge noting the event proceeds benefit the Kiwanis Club. He gave a shout out to Local 1891.

Mayor Grant attended a Chamber of Commerce event at Gulfstream Goodwill, a tree planting at Intracoastal Park for Arbor Day, the 100th Anniversary of WW I on the 7th, and toured the City with the new Economic Development Coordinator. Later on in the day, he judged the Lawapoloza for the Gulfstream Boy Scouts. On April 8th, he attended the "Play for Pink" golf event, and spoke at the Casa Costa's board meeting on the 12th. On the 17th, he spoke with INCA regarding group homes. He attended the Dedication of Habitat for Humanity homes on NW 10th and MLK Jr. Boulevard on the 18th, noting the Model Block Program, which was funded through Community Development Block Grant (CDBG) funds, looked good. He announced he received correspondence from the U.S. Congress of Mayors indicating CDBG funds, of which the City receives \$500,000, may be eliminated. He will forward a copy of the correspondence to staff in an attempt to keep the program intact. He was at Ocean Ridge and noted the Ocean Avenue Bridge painting project was forthcoming and there may be a lane closure starting next Monday. The bridge will be closed for 6 to 10 evenings,. They will post signs advising of the closure and commented the project is anticipated to last 120 days. The next Mayor's Town Hall meeting will be held May 1, 2017, at South Tech Academy Media Center, 1300 SW 30th Avenue.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

- A. Proclaim April 24, 2017 as Armenian Genocide Day. Arsine Kaloustian will be present to accept the proclamation.

Mayor Grant read the Proclamation declaring April 24, 2017 as Armenian Genocide Day.

Arsine Kaloustian, Chair of Armenian Genocide Commemoration Inc., explained they are a 501(c)(3) non-profit dedicated to public education and awareness of the 1915 Armenian Genocide event, when Turkey eliminated 1.5 million ethnic Armenians. She noted the event occurred 102 years ago, but commented just before Hitler invaded Poland he wanted to mercilessly send to death all men, women and children of Polish derivation. She commented any ethnic group could be subject to the same, and others were such as the Rwandans, Ukrainians, and Cambodians. She commented, speaking about atrocities can halt them, but if silent, there is a free for all. She thanked the Mayor and City Commission for recognizing the Armenians and commented it is important to speak out against these atrocities as it means a great deal to their community.

- B. Proclaim April 22, 2017 as Earth Day. Glenda Hall, Forestry and Grounds Manager, present to accept the Proclamation.

Mayor Grant read the Proclamation declaring April 22, 2017, as Earth Day

Glenda Hall, Manager, Forestry and Grounds, thanked the City Commission for recognizing Earth Day. A celebration was scheduled for Saturday, April 22th at the *Links* Golf Course. She noted the *Links* is an Audubon designated course and the staff is proud of the birds and wildlife. There will also be a concert with food available from 5 p.m. - 7 p.m. for all to attend. Commissioner McCray praised her staff. Ms. Hall advised they planted two Royal Poinciana trees, two Live Oak trees and 18 Sable Palms at Intracoastal Park.

- C. Proclaim the month of April 2017 as Florida Water Professionals Month.
Philip G. Donovan will be accepting the proclamation on behalf of Florida Water & Pollution Control Operators Association.

Mayor Grant read the Proclamation declaring the Month of April 2017 as Florida Water Professionals Month.

The incoming State Publicity Chairman explained their main goal is to educate water utility workers to produce good, safe, potable water and waste water and they volunteer to teach good methods for safe water throughout Florida. He noted America lost three U.S. presidents in the White House because they drank bad water and he underscored the importance of having safe water for all to drink. He invited all to visit their website at FWPCOA.org. to view a movie they produced about what utility workers do. He introduced Pat Lyles, Assistant Chairman of Region 6; Jessica Hill, Secretary/Treasurer-Elect and Education Chair for the region; Dennis Goodwin,

incoming Director; and Mr. Rico who works with the Florida Water Quality Association Publicity Chair Statewide.

Colin Groff, Assistant City Manager, explained they are proud of the City's operators who are highly trained and licensed. He noted the Department uses a lot of the Association's courses to train the City's operators to make the water and wastewater plants safe. He recognized these volunteers work 24/7 every day of the year, to make water safe. David Roland, Lead Operator for the East Water Treatment Plant and Leon Liberus, Chief Operator for the East and West Water Treatment Plant was also present.

- C. Announcement by South Tech CEO and President, Mr. Jim Kidd and Director of Schools, Jay Boggess regarding the school's successful efforts in training for trades through a new Pre-Apprentice program. In addition, an announcement will be made in regards to upcoming Career Fairs focused on the trade industry.

Jay Boggess, Director of Schools for South Tech Academy in Boynton Beach, advised Mr. Kidd, President and CEO, could not be present.

Mr. Boggess explained South Tech has been in Palm Beach County since 1976 and they continue to grow. The school is A-rated and has a 96% graduation rate. Their mission is to prepare students for work, higher education and productive citizenship. Students leave the school with industry certifications that allow students to enter the work force and college. They serve 1,000 students at the high school level, 600 at the middle school level and nearly 500 adults through the Palm Beach County school system. He commented South Tech Academy compartmentalized, but needs the District's support. Their mission is to create a citizen that wants to be part of an economically sustainable City and they pursue their aspirations. They empower students.

South Tech Academy partnered with the City to ensure they are a part of what is occurring in the City. The Boynton Beach Short Film Festival is a first annual event being held by South Tech schools on Thursday. They have over 125 submissions and Mayor Grant and Commissioner Romelus will be present. They partnered with the City on the International Kinetic Art Exhibit and Symposium when 25 students helped create kinetic artwork that was in the Symposium and South Tech Academy handed out water at the Barrier Free 5K Race. South Tech Academy was nominated and made a finalist for a \$100,000 grant through Impact 100 through Commissioner Romelus who spoke on the School's behalf and how the school helped change her life and was a catalyst for change.

Eric Messmer, Assistant Director Adult Educational Programs, spoke about pre-apprenticeship opportunities. In September, they launched three pre-apprenticeship programs in electrical, heating ventilation and air conditioning, and plumbing. Each course is divided into two terms with the first term focusing on safety and regulations, and the second on hands on skills training. There is great earning potential with these

trades. He noted for 20 years ago the trades were de-emphasized, and they are emerging with great earnings potential.

The instructional hours are between 182 and 196 hours depending on the trade. The program is two nights a week from 6 p.m. to 9:30 p.m. and is suitable for adults who already work. At the end of the program, they receive a nationally certified pre-apprentice certificate and no GED or high school diploma is required. The school administers a test to determine the student's level in language and reading skills. Mr. Messmer recognized in public and secondary schools, there is nothing for the tactile learner and South Tech serves that need. This past year, the program, including books, was \$665 per student. The school will have to increase the price, but it was an affordable opportunity for those who seek training in a skilled trade.

They offer OSHA certification for each student. The first annual Trades Training Expo for recruitment will take place at South Tech Academy, 1,300 SW 30th Avenue on Wednesday, April 26th, from 6 p.m. to 8:30 p.m. Participating companies and vendors will arrive at 6 p.m. and the event will open to the general public at 7:30 p.m. for potential adult and students interested in future enrollment. In addition to companies in the named trades that will be present, CareerSource will be present with information regarding financial assistance. The program is a bridge to success. The School will train community members at a good price, build partnerships, and give local companies the opportunity to tour their facilities, meet students in the program, and offer their professional guidance to maximize the effectiveness of the training.

There are currently 250 students in the workforce training program and 75 students in the pre-apprenticeship program with about 25 in each of the three trades.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Mayor Grant noted the Town Square project is within the Cone of Silence and no one should speak about it until the City Commission makes a decision. He has received emails regarding comments for Town Square and explained he would rather have comments during Public Audience and not during selection of the development team. There was consensus comments would be made after the development team is selected.

Suzanne Ross, Executive Director, Schoolhouse Children's Museum, announced Saturday, April 22nd, the Museum will hold the 4th Annual Princess and Super Heros Day. This year there will be even more characters, activities and games. Activities will be held inside and outside the Museum and include face painting, Kiss the Frog Prince, Rapunzel's Frying Pan Big Beanbag Toss, Thor's Hammer Throw, Kryptonite Disposal

Challenge, Catch the Villain, a Superhero Obstacle Course, Run the Flash Dash and much more. Ten fictional characters and the City's real super heroes, the Firefighters' and Police Officers, will be present. The event takes place from 10 a.m. to 2:00 p.m. Tickets are on sale now and at the door. She invited all to the Museum where learning is an adventure

Peter Guilluame, 305 SW 5th Avenue, wanted to learn the status of foreign relations for Sister Cities. He looked up Sister Cities and asked if he could get involved with anything the City Commission was currently doing. Mayor Grant advised he attended the 60th Anniversary of Sister Cities last year and it is a separate entity. They work with governments from around the world to create cultural, educational and economic exchanges. There is a cultural exchange on April 21st at the Boynton Beach Mall featuring art from around the world and he agreed to provide information to contact the President of Sister Cities. Mayor Grant noted Boynton's other Sister Cities are Qufu, China, Les Cayes, Haiti and Rauma, Finland.

Tonyel Shantz, 625 Casa Loma Boulevard, Unit 1502, on behalf of his grandmother, is the daughter of a genocide survivor. He thanked the City Commission for the proclamation commemorating the first genocide of the 20th Century. He commented there are 15,000 Armenians living between Boynton Beach and Miami. They add to the community in many ways. April 24th, is when the Armenian community will commemorate the Ottoman/Turkish atrocities. This year, Holocaust Remembrance Day is also April 24th and communities in Palm Beach County are holding a joint event. He invited all to Boca Raton to watch a film called *Denial* about holocaust denial. He explained there are 10 stages of genocide; however, Elie Wiesel points out there are 11 stages, with the last stage being when someone kills the memory of the crime, the denial of the crime is completed. The Armenian and Holocaust genocide is the same evil that exists today in ISIS and it is important they all speak up.

Cindy Falco-DiCorrado, 316 NW 1st Avenue, thought the City Commission would discuss the Downtown and asked when citizens would see construction progress. Mayor Grant explained it would be discussed later in the meeting.

Irwin Cineus, 223 NE 12th Avenue, Community Organizer, asked what was occurring with the 1 Cent Sales Tax monies. He commented residents have been paying the surtax since January and he requested an update. Lori LaVerriere, City Manager, explained they received a check less than a month ago. They have not spent any of the funds and the Oversight Committee has not met. The Assistant City Manager will convene the Oversight Committee to bring them up to date what they will do over the next few years and discuss next year's projects. This year, the City Commission decided to address sidewalks and road painting and those projects are being put together. Mr. Cineus asked if residents will be able to work on the projects. Ms. LaVerriere responded the City hoped to breakdown some of the project to smaller projects to provide opportunities for local businesses to bid on small-sized projects. It is a test program.

Mr. Cineus asked about the residential improvement program. Mayor Grant explained it is a CRA program. He commented West Palm Beach has the Welcoming City Resolution and asked about the City's stance on the immigrants, as he has data on how much the immigrants contribute economically. He asked if the City has a similar resolution and learned the City was still looking into it.

Commissioner McCray asked how much the first check was. Tim Howard, Assistant City Manager, advised the first distribution received last month was \$376,000 for January. Ms. LaVerriere explained it is kept in a dedicated fund for deferred capital improvement projects. The total amount is, on average, \$3.2 million for the rest of the year disbursed in monthly installments.

Jeff Fengler, Construction Director, Habitat for Humanity South Palm Beach County, thanked the City Commission and staff for the help they give Habitat for Humanity to build new homes in the City. They work in three cities in Palm Beach County and Boynton Beach is by far the City that embraces their mission to create new futures and homes for those in need. He noted later in the meeting, the City is transferring title to four properties to allow them to build four new homes in the City. He thanked the City Commission and invited all to be a part of their organization and be part of their volunteer program to help those less fortunate who need a hand up and not a hand out.

Brittany Galli, 306 NE 1st Avenue, explained she is a female co-owner in a tech company startup in Boynton Beach and they handle workforce management solutions for reporting with facilities security and other mobile workforces. They are available to partner with the City and she noted the warm welcome they received. They are working with Broward County Parks and Recreation and would like to give back to community members. She thanked the City Commission for what they are doing locally.

Audrey Dance Gerger, owns a two-story double townhouse built in 1927 that is registered as historic at 331 NW 1st Avenue and is now zoned commercial. Last Saturday, she received a package from an attorney indicating the Florida Department of Transportation (FDOT) would use eminent domain regarding her property, the two homes next to her and the homes in front of her on Boynton Beach Boulevard. There was a sheet showing other impacted areas including the hotel on the corner and she had not heard anything from the City Commission. She contacted Warren Adams, Historic Resource Preservation Planner, who referred her to the City Engineer, who assured her they would start the project in 2022 and they would not purchase for a few years. She inquired how it would affect her if she does decide to sell. Mayor Grant noted FDOT is a State agency and recommended since she received a letter from an attorney, she retain an attorney.

Piotr Blass, 113 W Tara Lakes Drive, explained someone broke into his car and he wanted to speak with the Police Chief regarding a joint idea to eliminate crime in that area. He thought the City was in incredible shape having the best Mayor and City Commission. He explained he was running for mayor in 2019 and preparing for the next

level. He favors saving the Old High School. His latest plan is to create one of the highest buildings in the world in the center of the City and to create a new City Hall, Police Station and more. The building, which will accommodate the University of Boynton, will be enormous and built through a private/public partnership that will house many businesses and bring great profit to the City. His initial calculations show they will refund property taxes.

No one coming forward, Public Audience was closed.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Alt

Building Board of Adjustments & Appeals: 1 Reg and 2 Alts

Historic Preservation Bd: 4 Regs

Motion

Vice Mayor Katz moved to nominate Susan Oyer as a regular member. Commissioner Casello and Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner McCray moved to nominate Barbara Ready. Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Romelus moved to nominate Hollis Tidwell. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Casello moved to nominate Cheryl Black. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Library Bd: 2 Alts

Motion

Commissioner Casello moved to nominate Roger Zona. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Motion

Mayor Grant moved to nominate Kimberly Bain. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

Recreation & Parks Bd: 2 Alts

Senior Advisory Bd: 1 Reg and 2 Alts

Motion

Mayor Grant moved to nominate Margaret Newton. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. PROPOSED RESOLUTION NO. R17-037 - Assess the cost of nuisance abatement on properties within the City of Boynton Beach.

B. PROPOSED RESOLUTION NO. R17-038 - Authorize the City Manager to sign the purchase and sale agreement between the City of Boynton Beach and Boynton Beach Faith-Based Community Development Corporation (BBFCDC), subject to compliance with the provisions contained in Section 163.380(3)(a), Florida Statutes.

C. PROPOSED RESOLUTION NO. R17-039 - Authorize the City Manager to sign the purchase and development agreement between the City of Boynton Beach and Habitat for Humanity of South Palm Beach County for the conveyance of City owned vacant parcels of land, subject to compliance with the provisions contained in Section 163.380(3)(a), Florida Statutes.

D. PROPOSED RESOLUTION NO. R17-040 - Authorize the City Manager to sign a one (1) year agreement for the total price of \$18,720 with option for up to three (3) one year renewals (renewal price of \$9,720 annually) with Stone Tablet LLC, d/b/a LaborSoft, for the purchase of an Employee/Labor Relations cloud-based software program.

Commissioner Romelus pulled this item and asked how it improves opportunities and if it takes away new jobs. Ms. LaVerriere explained it does not take away jobs and it better manages employees, discipline and labor contracts through software.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

E. PROPOSED RESOLUTION NO. R17-041 - Authorize Change Order #1 to McTeague Construction in the amount of \$30,100 for the purpose of correcting unknown conditions during Hester Center Lobby Renovations, revising the estimated project costs from \$53,150 to \$83,230.

Commissioner McCray pulled this item and commented when he evaluated Ms. LaVerriere, he thought she needed to improve on some items. He announced this was an area he wanted to see improvement in and he praised her for her updates on projects ongoing in the City. When residents ask him about projects, he is already aware of them. When Ms. LaVerriere made decisions regarding the Hester Center, he thanked her for not waiting two weeks to bring projects back.

Motion

Commissioner McCray moved to approve Resolution R17-04. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

F. PROPOSED RESOLUTION No. R17-042 - Approve award of RFP No. 015-1210-17/JMA for Pension Benefit Consultant to Aon Hewitt of Tampa, FL and authorize the City Manager to sign Professional Services Agreement for Pension Benefit Consultant. Services in the amount of \$35,000 and hourly rates for additional services as requested in the RFP.

G. PROPOSED RESOLUTION NO. R17-043 - Authorize the City Manager to sign proposal from M&M Asphalt Maintenance Inc., d/b/a All County Paving of Delray Beach, FL, in the amount of \$60,469, plus a 10% contingency in the amount of \$6,000 for a total cost of \$66,469 for the purpose of overlaying NE 1st Court (Gateway Blvd. to NE 26th Ave.) utilizing the City of West Palm Beach's Paving Contract #16393 pricing, terms and conditions. The City of West Palm Beach's procurement process satisfies Boynton Beach's competitive bid requirements.

H. Approve Task Order No. U-2C-05 to Carollo Engineers, Inc. in accordance with RFQ No. 017-2821-14/DJL, General Consulting Services Contract, Scope Category C awarded by Commission on July 1, 2014 for the provision of professional engineering services in support of the ongoing development of Asset Management systems within the Utility. The estimated cost for the provision of these services is \$98,500.

I. Approve release of a cash surety in the amount of \$20,000 for the CRA's pre-payment of the cost for the final lift of asphalt for the Boynton Beach Blvd. Extension Project

J. Requesting Commission approval to make a donation of up to \$5,000 from the Federal Forfeiture Law Enforcement Trust Funds to GBDC Entrepreneurship Institute. This donation will be based on matching fund (\$1 for \$1), which will not

exceed \$5,000 and will provide support for the Juvenile Detention Alternatives Initiative (JDAI).

K. Requesting Commission approval to make a \$5,000 donation to the Bill Tome Foundation for Kids and Families, Inc. from the Law Enforcement Trust Fund to support their 1st annual golf tournament.

L. Requesting Commission approval to make a \$2500.00 donation to the East Boynton Wildcats Youth Football Program from the Law Enforcement Trust Fund to provide support for registration fees for the spring football season.

M. Legal Expenses - March 2017 - Information at the request of the Commission. No action required.

N. Accept the written report to the Commission for purchases over \$10,000 for the month of March 2017.

O. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for April 18, 2017 - "Request for Extensions and/or Piggybacks"

P. Approve the minutes from the Regular City Commission meeting held on April 4, 2017.

Motion

Commissioner McCray moved to approve the Consent Agenda. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER \$100,000

A. Approve utilizing the National IPA/City of Tamarac Contract # 13-23R, for office supplies that were awarded to Office Depot; with an estimated annual expenditure of \$100,000. The City of Tamarac on behalf of the Southeast Florida Governmental Purchasing Cooperative competitively bid this and satisfies the City of Boynton's procurement requirements.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

B. PROPOSED RESOLUTION NO. R17-044 - Authorize the City Manager to sign amendment 2 to Task Order No. R13-063-09 to CH2M Hill for Boynton Beach Landfill Post-Closure Maintenance Assistance in the amount of \$155,904.28. The current task order is \$79,142.66, amendment 2 will increase the task order to \$235,046.94.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

C. Approve the purchase of new and replacement vehicles as approved in the FY2016/2017 budget in the estimated amount of \$504,472.45 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA16-VEL24.0, FSA16-VEH14.0, Florida State Contract #21100000-15- 1 & NJPA Contract #112014-THC.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Commissioner McCray noted he was concerned about a new garbage truck that was a lemon. He praised Jeff Livergood, Director Public Works, and Christine Roberts Assistant Director Public Works for handling the matter and continuing to do a good job. He receives fewer complaints about garbage pickup. Mayor Grant also thanked the City Commission for buying its first electric vehicle.

Vote

The motion unanimously passed.

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. PROPOSED ORDINANCE NO. 17-010 - FIRST READING - Approve Nurse 1 Future Land Use Map Amendment from High Density Residential (HDR) to Local Retail Commercial (LRC). Agent: Bradley D. Miller of Miller Land Planning, Inc. for CM&J Boynton Properties, LLC, property owner.

Attorney Cherof read Proposed Ordinance No. 17-010 by title only on First Reading.

Bradley Miller, Miller Land Planning, explained they have items 9 A and C. The presentation covers both items. Item C, the Site Plan, should be tabled.

Mr. Miller explained the site is near NE 3rd Street and is a small undeveloped parcel. Nurse 1 is a healthcare provider in the area. The Agency is growing and they found a site in the same proximity as their existing building. The application is the first part, a Land Use Amendment and the second part is the Site Plan which will be postponed to second reading. An aerial of the property was viewed showing the existing site.

He discussed with staff the CRA Consolidated Plan and the consistency between the land use plan, the zoning map, and the Comprehensive Plan "Comp Plan". The application takes land with a land use designation of High Density Residential and changes it to Local Retail Commercial consistent with other properties along SW 23rd Avenue. The property is zoned C-2, a commercial designation, which would allow the proposed building. The Site Plan showed a 2,300 square-foot office building with eight parking spaces. There will be five office employees and the healthcare professionals will be at assignments and rarely come to the office. The hours of operation are typical business hours. A question had been posed at the Planning and Development Board meeting about surrounding areas. Mr. Miller explained the property to the south was non-conforming multi-family. The application will encourage redevelopment of those sites and provide other employment opportunities for City residents.

Commissioner McCray asked if they would move and learned they will stay at their present location and expand. The Agency has two components to the business. They will remain in the first building, and expand to the second location with the benefit of administrative staff being nearby, but in a separate building.

Commissioner Romelus asked about the business and learned the Agency provides home healthcare. Commissioner Romelus favored the expansion.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion.

City Clerk Pyle called the roll.

Vote

The vote was 5-0.

B. PROPOSED ORDINANCE NO. 17-011 - FIRST READING - Approve amendments to the Comprehensive Plan Future Land Use Element (CPTA 17-001) and related Future Land Use Map Amendments (LUAR 17-004). City-initiated.

Attorney Cherof read proposed Ordinance 17-011 by title only on first reading.

Hanna Matras, Senior Planner, explained this item has two parts with two separate votes. The first item pertained to the Future Land Use text amendment and then the Comp Plan Future Land Use Map (FLUM). She explained the amendments are sent to the State for review before coming before the City Commission for final adoption. The amendments also include other housekeeping items and adjust policies for consistency with the Coastal Management Element.

Last year, the City amended the Coastal Management Amendment and this action contains flood mitigation policies for the Future Land Use Element, (FLUE) and Coastal Management Element. There are updates to other objectives and policies to complete changes in City programs. The focus is the Comp Plan FLUE and FLUM.

Ms. Matras explained FLUE and FLUM only affect residential and mix-used classifications. Although they implement the CRA Plan, they require amendments to the FLUM that are not limited to the CRA District. Ms. Matras explained the changes reorganize the residential and mixed-use categories to a coherent scheme and address the differences between the maximum densities permitted by each category by eliminating large density gaps and those that are negligible and not practical. The changes address discrepancies between land use and zoning specifically when discussing low density residential for properties classified as low density residential. She noted about 37% of the properties already have zoning districts that belong to moderate density residential.

The amendments are the base to continue implementing the CRA plan, followed by an audit and amendments to the Land Development Regulations to cover zoning as well as future land use regulations for the new zoning district the CRA Plan recommends.

Ms. Matras explained the changes will eliminate some future land use categories and add others and staff changed maximum density thresholds of some categories. Ms. Matras reviewed the table. Many properties with low density residential already have zoning with maximum densities between 5.5 and 7.5 dwelling units (dus) per acre which corresponds to moderate density residential and they will be absorbed into the low density residential classification.

The density difference between medium density residential and high density residential is one dwelling unit. A medium density residential property will increase from 10 to 11 dus per acre and high density will increase from 11 dus per acre to 15.

Properties classified as high density residential with a maximum density of 11 dus will be reclassified to medium density residential for single-family residences. Copies of the maps were available in the back of the room. She noted a list of properties with parcel control numbers was attached to the Ordinance if someone wants to check if their property is being reclassified, but she reminded all, the zoning would not change to medium density residential.

The mixed use categories included urban mixed use and mixed use core. There is also a category called mixed use suburban. The amendment will eliminate the mixed use category and move properties to mixed use low, medium and high with corresponding densities of 20, 50 and 80 dus respectively.

(Commissioner McCray left dais at 7:44 p.m.)

Temporarily, there will be no properties classified high residential density on the map. This classification will be available for future development based on the CRA's recommendations. Approximately 935 acres were reclassified from moderate density residential to low density and approximately 910 acres were reclassified from high density residential.

The mixed use categories included urban mixed use and mixed use core. There is also a category called mixed use suburban. The amendment will eliminate the mixed use category and move to mixed use low, medium and high with corresponding densities of 20, 50 and 80 dus respectively.

(Commissioner McCray returned at 7:47 p.m.)

There was a large density gap between the current mixed use and mixed use core which makes it difficult for a developer to create a suitable urban design. The City wants to absorb the mixed use suburban into the mixed use framework because mixed use suburban has a density of 20 units per acre which is compatible with mixed use low.

The mixed use classified property on the map is being reclassified per the CRA site specific recommendations. All the mixed-use properties changed to mixed use medium or mixed use high are reclassified to higher densities than they currently have; from 40 dus per acre to 60 or 80 dus per acre. The properties north of the Transit Oriented Development (TOD) are being downzoned to low density residential and south of the TOD, Las Ventanas is being reclassified to mixed use high currently known as mixed use core. Mixed use suburban is being reclassified to mixed use low. She noted the only mixed use suburban west of 95 is Boynton Village which will be mixed use low.

Mayor Grant requested receiving an executive summary for second reading. He asked how the future land use would affect current zoning districts and if someone wants to develop under the new future land use. The main concern is the duplex from low to moderate density residential. He asked if it would go to R-2. Ms. Matras explained those zoning districts from moderate and high are being moved to the new land use specifications. The higher zoning districts will be available for property owners; however, with the rezoning in the City, they will have to go through criteria per the Code. A developer could rezone, but the criteria in the land development regulations including compatibility would have to be met. Mayor Grant commented the low density will increase, and asked if they applied if they could rezone to R-2 and learned they could not.

Amanda Baiesley, Senior Planner, explained although the overall density for future land uses, the same zoning districts will be used that have further caps on the density. She gave an example as if there is an R-2 district with a future land use of moderate, they will be R-2, but with a future land use of low density. The density goes up overall, but the zoning caps it to what currently exists.

Ms. Matras explained the low density residential depending on zoning is still for single family homes and does not allow for duplexes. The property can go through the rezoning process to rezone to duplex if the application meets the criteria in the Code.

Commissioner Casello appreciated the hard work, but expressed the Commission needs clearer maps for the benefit of the public.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

City Clerk Pyle called the roll

Vote

The vote was 5-0.

C. Approve New Site Plan request for a one-story, 2,338 square foot office building and related site improvements on property located on the east side of SE 3rd Street, one lot north of SE 23rd Avenue. Applicant: Bradley Miller, Miller Land Planning, Inc.
(Action on this item should be postponed to correspond with the 2nd Reading of the Land Use Amendment application at the May 2nd Commission meeting)

Motion

Vice Mayor Katz moved to table. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

10. CITY MANAGER'S REPORT - None

11. UNFINISHED BUSINESS

A. Discussion and direction regarding draft regulations for Medical Cannabis Dispensaries.

Andrew Mack, Development Director, reviewed the draft regulations regarding the above. Staff created a licensing aspect and a zoning aspect. The zoning encompassed the Business Tax Receipt and added a new definition to Section 13. 2 and added a new Section 13.29, Medical Cannabis Dispensaries which is the licensing portion. Staff was amending Part III of the LDRs and adding definitions to Chapter I of the Article and added footnote 104 titled, Medical Cannabis Dispensing Facility and added the same title to the Use Matrix.

Key zoning recommendations was for the use to be a conditional use in the C-3 zoning district in the Community Commercial District. The facility is required to be on arterial or collector roads only, with a 1,000 feet separation from schools, daycare and parks and 2,500 from another dispensary. Mr. Mack explained the State is still reviewing regulations and legislation could preempt this. The facility was proposed to prohibit a drive through, outdoor display or view of the product and no other related businesses would be allowed within the establishments. The key licensing regulations would set limits regarding how many dispensaries would be allowed in the City based on population. The hours of operation are restricted from 7 a.m. to 7 p.m., security measures, such as centrally monitored silent alert systems, full-time armed security personnel during all hours of operation and 24-hour security cameras at all ingress and egress points would be required. Also required would be a drop safe or cash management system, deliveries be made through a rear door overseen by armed security personnel, all business activities being conducted in the building, adequate seating required for all patrons and patients and no consumption of any sort on site. A map of the C-3 zoning districts in the City was viewed. The regulations will support and manage this new industry, create an environment for success, safety and security, and provide a fair and equitable process for licensing. As demand for the product and the population increases, the City can add licenses and be compliant with the Florida amendment that will take into consideration any State regulations that are issued.

The next step is a review of the LDR text amendment and use matrix only by the Planning and Development Board on May 23rd, and the item will return to the City Commission on first hearing of both Ordinances on June 20th so they can incorporate changes before the second hearing on July 18th.

Commissioner Casello complimented staff and wanted the application fee changed from \$10,000 to \$50,000 as it will be a very profitable business. Additionally, he did not favor the random lottery system used to select the vendor. He wanted the City Commission to choose the vendor. Commissioner Romelus disagreed.

Other than dispensing medical marijuana, Vice Mayor Katz asked if anything considered an accessory to the medical use would be prohibited and learned the regulations would allow any device for the medical cannabis, but not paraphernalia.

Mayor Grant wanted to know the application fee from other municipalities as did Commissioner McCray. Mayor Grant did not favor the lottery system and asked if there could be a review committee. Mr. Mack explained there is a lot involved in finding a location. The current State regulations only qualified seven growers in the State and a question was posed how many more could be qualified. A lottery will give growers time to select a site if selected. Mr. Mack commented there is a building permit process and the lottery gives them a chance to get started, without investing too much money into a property. He noted the current State regulations require the grower to purchase the property. Mayor Grant commented C-3 properties are usually shopping plazas. He asked if a unit was purchased, if it could be next to a bar/restaurant and learned it could per the zoning. Mr. Mack explained staff would provide a map that defines what parcels would be suitable and can add distance separation requirements from bars. Mayor Grant favored a standalone structure. Mr. Mack thought with the hours of operation being 7 a.m. to 7 p.m., the use would run like a retail establishment.

Mr. Mack commented there are outparcels that can be used. Mayor Grant supported all of the growers submitting an application with a non-refundable fee. Mr. Mack explained the current draft does not refund the application fee to unsuccessful vendors and pointed out not all seven growers may be in one area. Because the application would be a conditional use, there is some flexibility in the review process.

Commissioner Casello asked what translates the seven growers into knowing how to run a dispensary. Mr. Mack explained it is regulated by the State. The vendors must be seed to sale, have a vertical integration, and show they have the ability to meet the regulations. One bill in the legislature would require the vendor to have a horizontal integration to be more of a distributor. If that occurred, Mr. Mack suggested reviewing the City's regulations and make changes because it could move forward quicker with vendors. Mr. Mack pointed out there are some draft bills, to grow the product and distribute it and then conduct a retail operation. He was unsure of the outcome, but it would give staff time between the first and second reading to amend the regulations or delay the second reading.

The draft regulations were modeled from several different municipalities. West Palm had a draft ordinance and staff used language from the City of Hollywood. Mayor Grant asked about the 67,000 population figures and learned there was a study that looked at populations compared to what a dispensary could provide. The study further identified

one dispensary for every 67,000 people would make it financially feasible and keep up with production. Mayor Grant noted there are unincorporated areas of Boynton Beach that have over 125,000 people and thought two dispensaries may be needed. Mr. Mack explained they may have dispensaries in Delray and one in Boynton Beach. Mayor Grant understood Boca Raton, Delray Beach and Palm Beach County have moratoriums of six months to a year. Mr. Mack explained the City could allow one dispensary and if approached later on, if there is a need, staff could amend the Ordinance. Mayor Grant and Commissioner Casello wanted to see the business plan.

Commissioner Romelus commented the seven growers are State certified, are only allowed to operate in the State, and were already vetted. She noted the City would provide for one vendor per 67,000 people and thought the County would handle the unincorporated areas of Boynton Beach.

Mayor Grant wanted to decide who comes into Boynton Beach and wanted to require the business plan on the application.

Commissioner McCray understood the use was approved by the State, but did not favor the Ordinance.

Vice Mayor Katz had no objection to the lottery and favored starting with one dispensary. If demand is high and they need a second location, the City can amend. He advised he emphatically supports the use as he has friends and family that have conditions that will qualify for this and it is a good alternative to deadly toxic chemicals from pharmaceutical companies. He thought the use should be gratefully and seriously supported as it allows residents to have access to a medicine. He was excited Boynton Beach was taking the lead to permit a medically necessary medicine.

Mayor Grant explained there was consensus with lottery and staff will return with proposed application fees. Commissioner Casello asked for a vote on the lottery as written.

Vote

The vote was 3-2 (*Commissioners Casello and McCray dissenting.*)

Mr. Mack will conduct an audit, provide an application fee scale, and a map of potential locations for each district.

Commissioner Romelus asked how the City would collect the Business Tax Receipt. Mr. Mack explained it would go through the same regulations, as staff was amending Chapter 13 which adds the licensing requirements. They have to comply with those requirements before obtaining their licensing. The fee for the use is regulated by the State. The use would be classified as a Not Elsewhere Classified (NEC) and the maximum amount they can be charged under the current regulations is \$99.

12. NEW BUSINESS

A. Approve the selection of the top ranked qualifier as determined by the Evaluation Committee from the Part II responses and oral presentations to the Request for Qualifications for City of Boynton Beach Town Square Redevelopment, RFQ No. 004-1210-17/JMA; and authorize City Staff to conduct negotiations for a Master Development Contract for Phase I of the project with E2L Real Estate Solutions of Winter Park, FL, the top ranked firm according to Florida State Statute 287.55, Consultants' Competitive Negotiation Act (CCNA).

Colin Groff, Assistant City Manager, explained staff had compiled the draft and final RFQ publication and teams were shortlisted. This is final team selection to move the project forward. The next step is contract approval by June 6th and then public meetings obtaining input on the design, what will be constructed and how, will occur June through August.

Mr. Groff explained the Evaluation Committee included Lori LaVerriere, the City Manager; Mr. Simon, Interim CRA Director; Andrew Mack, Development Director; Linda Cross, Chair CRA Advisory Board; Jeff Livergood, Director of Public Works; and Ryan Wheeler, member Planning and Development Board.

The teams submitted proposals with conceptual site plans and financial packages. The top three firms were ranked. There was a presentation by each team, then the Evaluation Committee individually scored each development team, and the scores were turned into to Procurement with a final ranking for the City Commission to approve.

The approval is to allow the City Manager to start negotiations for Phase I of the contract with E2L Real Estate Solutions and does not include building design or architectural features, layout, infrastructure, or finances.

Once approved, staff will develop a contract for Phase I, which includes conducting community charrettes, develop and approve a master site plan, develop 30% design plans for public buildings and a guaranteed maximum price for the public portion of the project, including a financial package how to fund that portion with a public/private partnership. The fourth component is considering starting to rehabilitate the Old High School. This item will return to the City Commission in six to eight weeks. Many charrettes and workshops will be scheduled to discuss the public aspects of the project, architectural style including interior design of the Old High School, open space layout, activity zones, event venues, master site plan, landscaping and signage. He noted part of the design will build around large canopy trees. These will start in June depending on when contract is finalized.

Commissioner Casello asked if it was better to get public input before the design is done and learned staff would. Mr. Groff explained anyone who wants to provide input

should send him their comments and they will be tracked. He provided his email address.

Mr. Groff clarified part of the Phase I contract could include construction work on the Old High School and it may be advisable to move that item forward because uses would be moved into the Old High School that are needed to finish the project.

Commissioner McCray asked if the company selected will be aware there will be changes made along the way and learned they were. It was made very clear the conceptual plan is not the final plan and the public would guide what the plan would look like. Commissioner McCray asked why MCC LLC scored so low and learned the reviewers have a broad range of expertise. Commissioner McCray asked if the playground would remain. Mr. Groff explained the RFP specified the feel and style of Kids Kingdom must be maintained to current standards. Some of its infrastructure needs to be replaced and would be done in a similar style. The number one ranked team has a conceptual plan to maintain the park and many of its features.

Motion

Commissioner McCray moved to approve the recommendation brought in by the Evaluation Committee of E2L who had 549 points and was ranked number one. Commissioner Casello seconded the motion.

Vote

The motion passed 5-0.

Attorney Cherof requested a motion to approve the second and third ranked firms.

Motion

Commissioner McCray moved to approve Boynton Vision LLC as the second ranked firm. Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner McCray moved to approve MCC LLC as the third ranked firm. Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed.

Mr. Howard thanked the City Commission for their observance of the rules surrounding this project and the Evaluation Committee. All did a great job.

Commissioner Romelus commented she wanted to see a strong emphasis for local hiring before, during and after construction. She wants to build wealth in community, strengthen local businesses and have community involvement in a meaningful way. She wanted the projects leveraged to create a maximum benefit to the community. She explained this will be a major shift in the landscape in Boynton Beach, and if not enforced, residents will be left out. She wanted residents to be given priority. This will apply also to workforce housing.

Vice Mayor Katz noted with the overlap between the CRA District and the City with regard to the project, he urged all to be mindful of CRA finances as they may augment some of the project costs.

B. No Smoking signs at Oceanfront Park.

Mayor Grant wanted to install a no smoking sign at Boynton Beach Oceanfront Park and create a smoking area. He commented it did not have to be enforced, rather it was a common courtesy to both smokers and non-smokers. Ms. LaVerriere commented staff will research if this was instituted in other cities. Commissioner McCray favored researching the issue before he considers the request. Mr. Groff explained they can bring back a short report

13. LEGAL - None

14. FUTURE AGENDA ITEMS

A. Consider adopting a Chronic Nuisance Ordinance. - May 2017

B. July 5, 2017 Commission Meeting has been cancelled.

C. Monthly Departmental Presentations:

Communications/Marketing - May, 2017

ITS/GIS - June, 2017

Public Works - July, 2017

D. Budget workshops for the FY 17/18 budget are scheduled in the Library Program Room on the following dates and times:

Monday, July 17, 2017 @ 5:00 P.M.
Tuesday, July 18, 2017 @ 10:00 A.M.
Wednesday, July 19, 2017 @ 2:00 P.M.

E. The Commission has scheduled a Public Input - Budget Workshop on:
Tuesday, May 30, 2017 @ 6:30 p.m. in City Commission Chambers

15. Adjournment

Motion

There being no further business to discuss, Commissioner Casello moved to adjourn.
Vice Mayor Katz seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 8:37 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Justin Katz

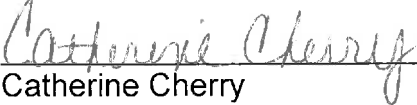
Commissioner - Mack McCray

Commissioner - Christina Romelus

ATTEST

Commissioner - Joe Casello

Judith A. Pyle, CMC
City Clerk



Catherine Cherry
Minutes Specialist



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

PROPOSED ORDINANCE NO. 17-010 - SECOND READING - PUBLIC HEARING - Approve Nurse 1 Future Land Use Map Amendment from High Density Residential (HDR) to Local Retail Commercial (LRC). Agent: Bradley D. Miller of Miller Land Planning, Inc. for CM&J Boynton Properties, LLC, property owner.

EXPLANATION OF REQUEST:

The vacant, 0.3 acre property is located on the east side of SE 3rd Street, approximately 85 feet north from the intersection of SE 3rd Street and SE 23rd Avenue. In order to proceed with the development of a professional office, the applicant is requesting a future land use (FLU) amendment to reclassify the property to Local Retail Commercial (LRC), which would allow a commercial use on the property. At the same time, the amendment would eliminate the existing discrepancy between the property's residential future land use classification of HDR and its commercial zoning of C-2 Neighborhood Commercial.

Staff noted that the LRC classification requested for the property does not comply with the CRA Plan's recommendation of High Density Residential (HDR). The Plan recommends Mixed Use Low for parcels fronting the north side of SE 23rd Avenue, except for the parcel located directly south of the subject property: both properties are proposed to be classified HDR. Since the Plan envisages extensive FLU classification changes to the CRA area, it is predictable that minor adjustments to the recommended FLU boundaries will be justified without warranting amendments to the CRA Plan. Staff opines that this minor deviation from the CRA Plan will not affect the Plan's intent for the immediate vicinity. Furthermore, the subject request represents the expansion of land available for medical use in proximity to the hospital, which supports a prior strategic initiative task as well as a recommendation from the City's Strategic Economic Development Plan. Staff points out that there are already two properties in the immediate area developed with medical offices. The site plan application is being processed concurrently with the subject request.

The Planning & Development Board reviewed this request at their March 28th meeting and forwards it with a recommendation for approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There will be no impact on City programs or services requiring capacity expansion.

FISCAL IMPACT: The project will contribute to the City's tax base and generate permit/business tax revenues.

ALTERNATIVES: Staff recommends no alternatives.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance - Nurse 1
<input type="checkbox"/> Staff Report	Staff Report for Nurse 1 LUAR
<input type="checkbox"/> Location Map	Location Map with FLU
<input type="checkbox"/> Exhibit	Nurse 1 and CRA Plan

REVIEWERS:

Department	Reviewer	Action	Date
Planning and Zoning	Rumpf, Michael	Approved	4/7/2017 - 1:43 PM
Planning and Zoning	Mack, Andrew	Approved	4/7/2017 - 2:07 PM
Planning and Zoning	Groff, Colin	Approved	4/10/2017 - 8:32 AM
Finance	Howard, Tim	Approved	4/10/2017 - 10:58 AM
Legal	Swanson, Lynn	Approved	4/14/2017 - 2:10 PM
City Manager	Howard, Tim	Approved	4/14/2017 - 3:11 PM

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WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted a Comprehensive Future Land Use Plan and as part of said Plan a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, after two (2) public hearings the City Commission acting in its dual capacity as Local Planning Agency and City Commission finds that the amendment hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend the Future Land Use Element (designation) of the Comprehensive Plan as hereinafter provided.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA, THAT:**

Section 1: The foregoing WHEREAS clauses are true and correct and incorporated herein by this reference.

Section 2: Ordinance No. 89-38 of the City is hereby amended to reflect the following:

That the Future Land Use of the land described in Exhibit "A" is amended from High

31 Density Residential (HDR) to Local Retail Commercial (LRC).

32 Section 3: That any maps adopted in accordance with the Future Land Use Element of the
33 Future Land Use Plan shall be amended accordingly.

34 Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

35 Section 5: Should any section or provision of this Ordinance or any portion thereof be
36 declared by a court of competent jurisdiction to be invalid, such decision shall not affect the
37 remainder of this Ordinance.

38 Section 6: This Ordinance shall take effect on adoption, subject to the review, challenge,
39 or appeal provisions provided by the Florida Local Government Comprehensive Planning and
40 Land Development Regulation Act. No party shall be vested of any right by virtue of the
41 adoption of this Ordinance until all statutory required review is complete and all legal challenges,
42 including appeals, are exhausted. In the event that the effective date is established by state law or
43 special act, the provisions of state act shall control.

44 FIRST READING this ____ day of _____, 2017.

45 SECOND, FINAL READING and PASSAGE this ____ day of _____, 2017.

46 CITY OF BOYNTON BEACH, FLORIDA

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48 YES NO

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50 Mayor – Steven B. Grant _____

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52 Vice Mayor – Justin Katz _____

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54 Commissioner – Mack McCray _____

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56 Commissioner – Christina L. Romelus _____

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58 Commissioner – Joe Casello _____

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62 VOTE _____

63 ATTEST:

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Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

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EXHIBIT "A"

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-015
STAFF REPORT**

TO: Chair and Members
Planning and Development Board

THRU: Michael Rumpf
Planning and Zoning Director

FROM: Hanna Matras, Senior Planner

DATE: February 2, 2017

PROJECT: Nurse 1
LUAR 17-001

REQUEST: Approve Nurse 1 Future Land Use Map amendment from High Density Residential (HDR) to Local Retail Commercial (LRC).

PROJECT DESCRIPTION

Property Owner/Applicant: CM&J Boynton Properties, LLC

Agent: Bradley D. Miller/ Miller Land Planning, Inc.

Location: East side of SE 3rd Street, approximately 85 feet north from the intersection of SE 3rd Street and SE 23rd Avenue (Exhibit "A")

Existing Land Use/Zoning: High Density Residential (HDR) / C-2 Neighborhood Commercial District

Proposed Land Use/Zoning: Local Retail Commercial (LRC) / C-2 (no change in zoning)

Proposed Use: 2,338 square foot professional office building

Acreage: +/- 0.3 acres

Adjacent Uses:

North:	Duplex, classified High Density Residential (HDR) and zoned R-3, Multifamily.
South:	Multifamily rental property, classified Local Retail Commercial (LRC) and zoned C-2, Neighborhood Commercial.
East:	Multifamily rental property, classified Local Retail Commercial (LRC) and zoned C-2, Neighborhood Commercial.
West:	The right of way of SE 3 rd Street; further west multifamily rental property classified High Density Residential and zoned R-3, Multifamily.

BACKGROUND

The subject parcel is currently vacant. In order to proceed with the development of a professional office, the applicant is requesting a future land use (FLU) amendment which would allow a commercial use on the property. At the same time, the amendment would eliminate the existing discrepancy between the property's residential future land use classification and its commercial zoning of C-2 Neighborhood Commercial. Pursuant to the Land Development Regulations, the C-2 district is one of the three commercial districts under the Local Retail Commercial (LRC) future land use classification; it cannot be used in conjunction with any other FLU category.

This issue is a legacy of the past. In 1979, Boynton Beach adopted and started implementation of its first Comprehensive Plan. In the subsequent years, the City proceeded with a slow reconciliation of the zoning structure used prior to 1979—already reflected in the land use patterns “on the ground”—with the newly minted Plan's land use categories and other policies. On some already developed properties the discrepancies were never completely resolved.

The site plan application is being processed concurrently with the subject request.

REVIEW BASED ON CRITERIA

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

- a. Demonstration of Need.** *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

The property is not developable with the existing discrepancy between its future land use classification and zoning: it must undergo either FLU amendment—as requested—or, alternatively, rezoning. The proposed amendment would match the FLU classification of lands extending east of the subject parcel to Federal Highway. Moreover, the proposed use, planned as a medical office, is about one half mile from Bethesda Hospital. More medical uses in proximity to the hospital would support a potential “medical campus” if such an overlay zoning concept is considered in the future. Note that the property on the northwest corner of SE 3rd St. and SE 23rd Ave. is already developed with a medical office (this property, although zoned commercial, also carries a high density residential FLU classification), and so is a close-by property on the south side of the SE 23rd St., east of the Kensington Place residential development.

- b. Consistency.** *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

As explained above in response to criterion “a,” the amendment would eliminate the discrepancy between the property’s FLU classification and its zoning designation, with the proposed future land use of Local Retail Commercial assigned by the LDR regulations as an underlying FLU classification for C-2 zoning.

Commercial development of the subject property dovetails with the intent of the economic development policies of the Land Use Element of the Comprehensive Plan under Objective 1.17, which states that “**The City shall pursue economic development opportunities to support a competitive and diversified economy, and a good quality of life for residents**”. Generally, these policies encourage preservation/ expansion of commercial land for job-generating uses. (See also response to criterion “h.”)

As shown in Exhibit “B”, the requested FLU classification for the subject property does not agree with the classification of High Density Residential (HDR) future land use (with a new, higher maximum density of 15 du/acre) proposed by the 2016 CRA Community Redevelopment Plan. The CRA Plan recommends Mixed Use Low, a new FLU category with a maximum density of 20 du/acre, for properties fronting SE 23rd Ave. and currently classified LRC—with the exception of the property south of the subject site, on the corner of SE 3rd St. and SE 23rd Ave.: both properties are proposed to be classified HDR.

The Plan envisages extensive FLU classification changes to the CRA area. As development and redevelopment proceeds, it is predictable that minor adjustments to the recommended FLU boundaries will be made. For the request in question, staff does support such an adjustment, allowing commercial development on the site as well as (in the future) on the properties on the northeast and northwest corners of SE 3rd St. and SE 23rd Ave.—particularly since the later is already developed with a medical office, a desirable use in the proximity of the hospital.

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

Since parcels both to the south and to the east of the subject site carry the same classification of LRC as requested by the applicant, the proposed FLU amendment will not create an isolated FLU classification. The zoning designation, to remain unchanged, is also consistent with zoning of the above mentioned properties.

As discussed in comments to criterion “a,” there are two other medical offices in the adjacent area. The majority of other uses are residential—mostly 2-to-8 unit rental properties built in the 1970s on the north side of SE 23rd Ave. and along SE 3rd St. The only relatively new developments are two fee simple townhome communities on the south side of SE 23rd Ave. Note that residential uses on parcels with C-2 zoning along the north side of the avenue are nonconforming in this zoning district.

The Mixed Use Low FLU classification recommended for the parcels fronting the avenue’s north side should encourage land assembly and spur redevelopment that this area needs. Note that a larger, 1.3 acre property on the corner of SE 23rd Ave. and the Federal Highway was approved for a medical office in 2010, and failed to develop as yet another casualty of the “Great Recession.”

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

This is a small, single use infill development in this older neighborhood with no obvious “sustainable” attributes. However (1) one may argue that medical clinics, providing the healthcare to local residents, by definition support sustainability; (2) the office’s location makes it easily accesible to residents in the adjacent neighborhoods and its proximity to Bethesda Hospital qualifies the use as “complementary”; and (3) there is access to public transportation

(bus) on both Federal Highway and Seacrest Blvd. within a short walking distance.

- e. Availability of Public Services / Infrastructure. All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.***

This amendment would have a negligible impact on the capacity of public services/infrastructure. It has been confirmed that all required services are available. Also, the Palm Beach County Traffic Division indicated that the project complies with the Traffic Performance Standards Ordinance.

Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

- f. Compatibility. The application shall consider the following factors to determine compatibility:***

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

- (1) The request is for future land use amendment only. As described in response to criteria “a” and “c,” adjacent uses are predominantly residential, with two other medical offices nearby. Most of the structures are over 40 years old; moreover, residential uses on parcels with C-2 zoning along the north side of the avenue are nonconforming in this zoning district. The implementation of the CRA Plan’s recommendations would encourage redevelopment in this area, bringing changes to the current land use pattern.

The proposed amendment would not negatively affect the property values in the surrounding area.

- (2) The subject property would generate a few jobs and provide healthcare services; both likely relevant to the needs of the neighborhood. Given its small size, any such impacts would be negligible in the city-wide context.

- g. Direct Economic Development Benefits. For rezoning/FLUM amendments involving rezoning to a planned zoning district.***

N/A

h. Economic Development Impact Determination for Conventional Zoning Districts. *For rezoning/FLUM amendments involving rezoning to a conventional zoning district, the review shall consider whether the proposal would further the City's Economic Development Program, but also determine whether the proposal would:*

(1) Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and

(2) Represent a potential decrease in the number of uses with high probable economic development benefits.

The proposed amendment (1) does not represent a decrease in the intensity of development and (2) enables a job-generating commercial use, contributing to economic development.

i. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposed FLU amendment would make the subject parcel available for commercial development by eliminating the existing discrepancy between its future land use classification and zoning designation.

j. Alternative Sites. *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

See response to criterion "i" above. The proposed amendment would eliminate the existing discrepancy between the property's future land use classification and zoning designation, making it available for development.

k. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e*

above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.

The concurrent site plan shall comply with said requirements.

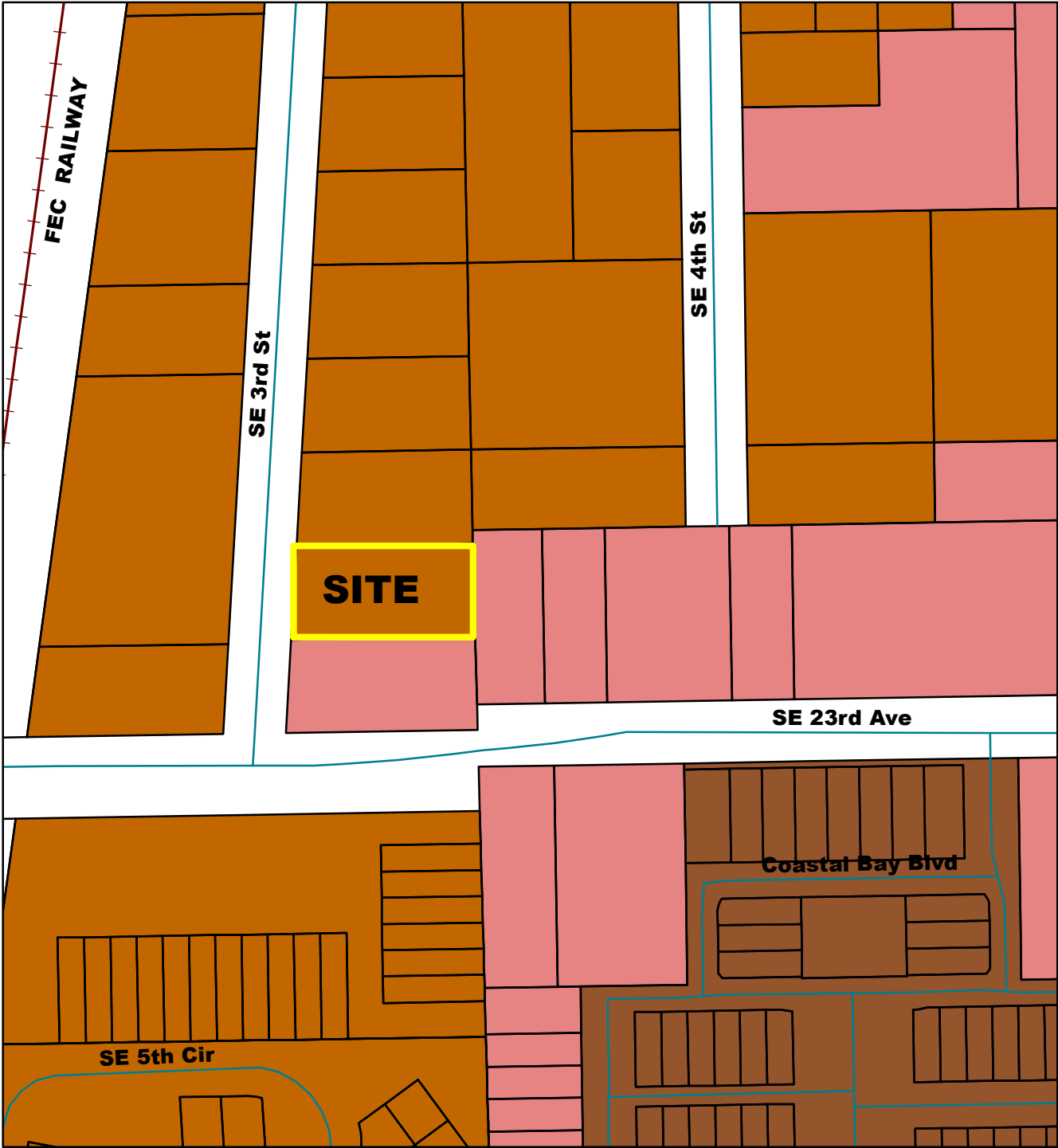
RECOMMENDATION

The review of the proposed amendment indicates that it eliminates the existing discrepancy between the property's future land use classification and zoning designation, making it available for job-generating commercial development providing valuable healthcare services. Therefore, staff recommends approval of the subject request.




S:\Planning\SHARED\WP\PROJECTS\Nurse 1\Nurse 1 LUAR 17-001\Nurse 1 LUAR 17-002 Staff Report.doc

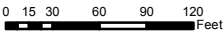
SITE LOCATION MAP

NURSE 1 (LUAR 17-001)



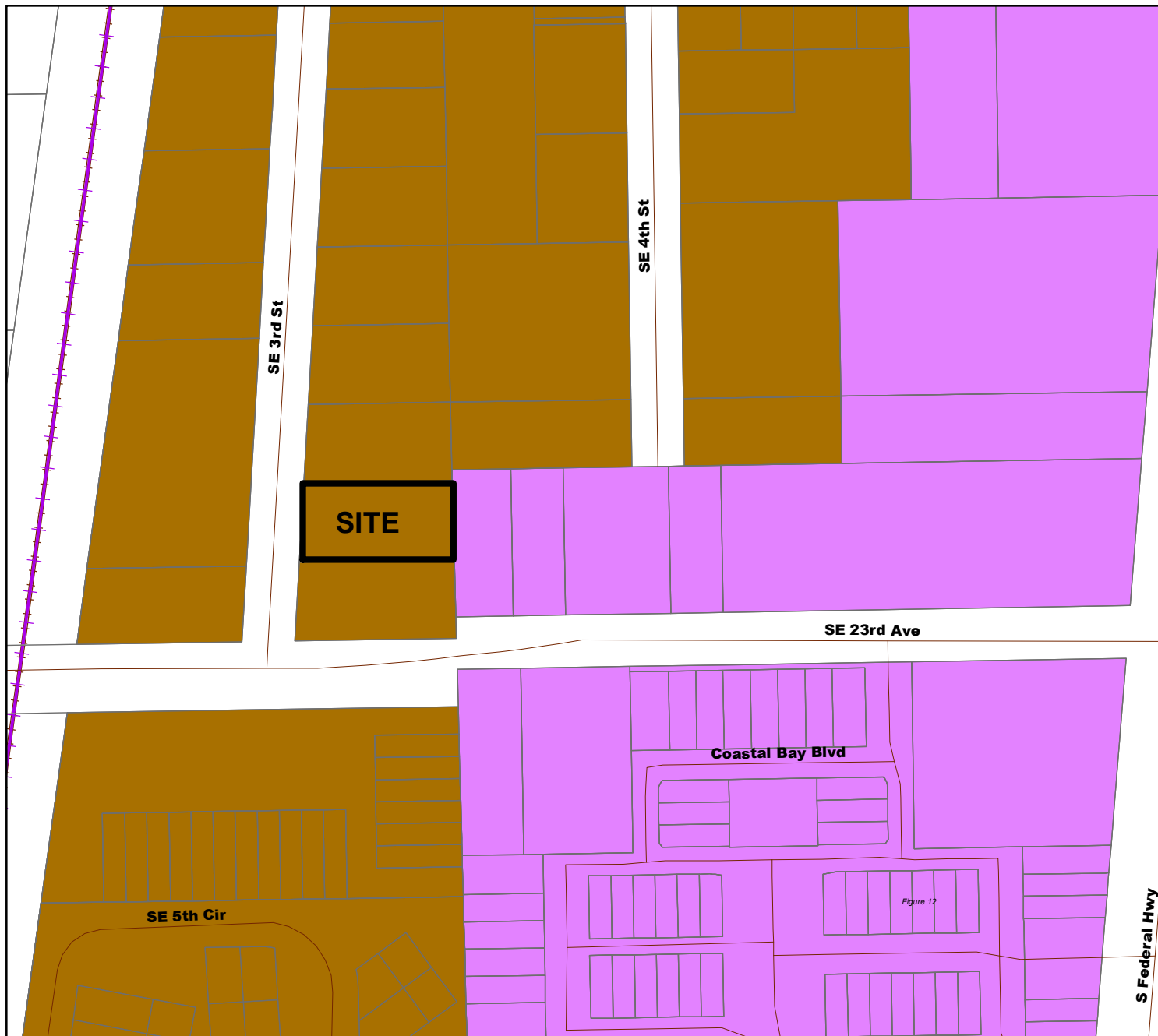
Legend
FLU categories

-  HIGH DENSITY RESIDENTIAL (HDR) Max. 11 D.U./Acre
-  SPECIAL HIGH DENSITY RESIDENTIAL (SHDR) Max. 20 D.U/ Acre
-  LOCAL RETAIL COMMERCIAL (LRC)



2016 CRA COMMUNITY REDEVELOPMENT PLAN

FLU RECOMMENDATION FOR NURSE 1 SITE AND ADJACENT PROPERTIES



Legend

Proposed Future Land Use Categories

- High Density Residential (HDR) Max. 15 D.U./ Acre
- Mixed Use Low Max. 20 D.U./Acre



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Approve New Site Plan request for a one-story, 2,338 square foot office building and related site improvements on property located on the east side of SE 3rd Street, one lot north of SE 23rd Avenue. Applicant: Bradley Miller, Miller Land Planning, Inc. *(Tabled to May 2, 2017 to correspond with the 2nd Reading of the Land Use Amendment application.)*

EXPLANATION OF REQUEST:

Bradley Miller, of Miller Land Planning, Inc., representing CM&J Boynton Properties, LLC, is requesting site plan approval for a one-story, 2,338 square foot office building and related site improvements for administrative offices for Nurse 1. A concurrent application has been submitted for Future Land Use (FLU) Map amendment which would allow a commercial use on the property. The requested amendment would also eliminate the existing discrepancy between the property's residential future land use classification and the commercial zoning of C-2 (Neighborhood Commercial) currently on the property. The project meets all code requirements for parking, landscaping, buffers and lighting and staff recommends approval.

The Planning & Development Board reviewed the request at their March 28, 2016 meeting and recommended approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Revenues associated with permit processing and business approvals.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
▣ Staff Report	Staff Report (NW SP 17-001)
▣ Location Map	Exhibit A - Location Map
▣ Drawings	Exhibit B1 - Site Plan
▣ Drawings	Exhibit B2 - Architectural Plans
▣ Drawings	Exhibit B3 - Landscape Plans
▣ Drawings	Exhibit B4 - Civil Plans
▣ Drawings	Exhibit B5 - Photometric Plan
▣ Conditions of Approval	Exhibit C - Conditions of Approval
▣ Development Order	Development Order

REVIEWERS:

Department	Reviewer	Action	Date
Planning and Zoning	Pyle, Judith	Approved	4/19/2017 - 2:55 PM

**DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 17-012**

STAFF REPORT

TO: Chair and Members
Planning and Development Board and City Commission

THRU: Michael Rumpf
Planning and Zoning Director

FROM: Ed Breese
Principal Planner

DATE: March 13, 2017

PROJECT NAME/NO: Nurse 1 / NWSP 17-001

REQUEST: New Site Plan

PROJECT DESCRIPTION

Property Owner: CM&J Boynton Properties, LLC

Applicant: Bradley Miller, Miller Land Planning, Inc.

Location: East side of SE 3rd Street, one lot north of SE 23rd Avenue (see Exhibit "A" – Location Map)

Existing Land Use: High Density Residential (HDR)

Proposed Land Use: Local Retail Commercial (LRC)

Existing Zoning: Neighborhood Commercial (C2)

Proposed Zoning: No change proposed

Proposed Use: Request for New Site Plan approval to construct a one-story, 2,338 square foot office building and related site improvements.

Acreage: 11,149 square feet

Adjacent Uses:

North: Developed Multi-Family residential building with a High Density Residential (HDR) future land use classification, and zoned Multi-Family Residential (R3);

South: Developed Multi-Family residential building with a Local Retail Commercial (LRC) future land use classification, and zoned Neighborhood Commercial (C2);

East: Developed Multi-Family residential building with a Local Retail Commercial (LRC)

future land use classification, and zoned Neighborhood Commercial (C2); and

West: To the northwest is developed Multi-Family residential building with a High Density Residential (HDR) future land use classification, and zoned Multi-Family Residential (R3) and to the southwest is a developed Office building with a High Density Residential (HDR) future land use classification, and zoned Neighborhood Commercial (C2).

Site Details: The subject site is vacant and is located on the east side of NE 3rd Street, one lot north of SE 23rd Avenue. The parcel has approximately 75 foot of frontage and a lot depth ranging between 145 and 151 feet and is the only vacant parcel on the block.

BACKGROUND

Proposal: Bradley Miller, of Miller Land Planning, Inc., representing CM&J Boynton Properties, LLC, is requesting site plan approval to construct a one-story, 2,338 square foot office building and related site improvements for administrative offices for Nurse 1. A concurrent application has been submitted for future land use (FLU) amendment which would allow a commercial use on the property. The requested amendment would eliminate the existing discrepancy between the property's residential future land use classification and the commercial zoning of C-2 (Neighborhood Commercial) currently on the property.

ANALYSIS

Concurrency:

Traffic: A traffic statement for the proposed project was sent to the Palm Beach County Traffic Division for concurrency review in order to ensure an adequate level of service. A traffic concurrency approval letter was received from Palm Beach County indicating that eight (8) AM peak hour trips and three (3) PM peak hour trips would be generated as a result of this project and that no permits are to be issued after the build-out date of 2018.

School: School concurrency is not required for this type of project.

Utilities: The City's water capacity, as increased through the purchase of up to 5 million gallons of potable water per day from Palm Beach County Utilities, would meet the projected potable water for this project. Sufficient sanitary sewer and wastewater treatment capacity is also currently available to serve the project, subject to the applicant making a firm reservation of capacity, following site plan approval. Solid Waste disposal capacity has been evidenced through the issuance of a certificate of availability by Palm Beach County Solid Waste Authority.

Police / Fire: Staff reviewed the site plan and determined that current staffing levels would be sufficient to meet the expected demand for services.

Drainage: Conceptual drainage information was provided for the City's review. The Engineering Division has found the conceptual information to be adequate and is

recommending that the review of specific drainage solutions be deferred until time of permit review.

Vehicular Access: The site plan (Sheet SP-1) shows that a single point of ingress/egress is proposed, located along the west side of the property and connecting to SE 3rd Street on the north side of the proposed building.

Circulation: Vehicular circulation would include two-way circulation that continues along the north side of the building to the parking spaces at the rear of the site. A waiver request was submitted for a reduction of the aisle width from the standard 24 feet to 20 feet, in an effort to provide the required 15 foot wide landscape buffer along the north side of the property and allow for a four (4) foot wide foundation landscape strip along the building wall. The Engineering Division approved the waiver request based upon the anticipated low traffic volume and low rate of speed in the parking lot, the fact that there is no parking spaces immediately abutting the drive aisle, as well as the related benefit of additional landscape/pervious area. A covered bike rack is proposed on the east side of the building, adjacent to the handicap parking space.

Parking: The site plan (Sheet SP-1) includes a 2,338 square foot office building, which would require eight (8) parking spaces, based upon the applicable minimum parking standard of one (1) parking space per 300 square feet of building. The site plan depicts the provision of eight (8) parking spaces, including one (1) designated for handicap use. As noted previously, all parking spaces are located behind the building. All proposed parking stalls, including the size and location of the handicap space, were reviewed and approved by both the Engineering Division and Building Division. In addition, all necessary traffic control signage and pavement markings will be provided to clearly delineate areas on site and direction of circulation.

Landscaping: The landscape plan (Sheet L-2) indicates compliance with the required minimum buffers around the perimeter of the site. A fifteen (15)-foot wide buffer is proposed adjacent to residentially-zoned property to the north, which includes a six (6) foot tall decorative buffer wall, Green Buttonwood, Live Oak and Tibouchina trees, Sabal palms, and Small Leaf Clusia, Dwarf Firebush, and Wart Fern shrubs. A five (5)-foot wide buffer is provided along the east and south sides of the property, containing Green Buttonwood trees and Cocoplum shrubs in the east buffer and an opaque fence with Green Buttonwood trees and Small Leaf Clusia shrubs in the south buffer. In the west buffer, where the building is placed forward on the site in compliance with the Urban Commercial Overlay, the 7.5 foot wide area is proposed to be planted with a Tibouchina tree, Alexander palms, Blue Pacific Juniper, Green Island Ficus and Muhly Grass. The applicant received utility consent approvals for the retaining wall, fence and landscaping within the utility easements.

The pervious area would total 31% of the entire site and consists of landscaped areas. Additionally, the landscape code requires that 50% or more of the plant material be native species or low to medium water demand varieties, as denoted in the South Florida Water Management District's WaterWise Guide. The plant list (Sheet L-3) indicates that 85% of the proposed plant material is native and that nearly all are listed as "High" drought tolerant. The code also limits the use of sod to larger open spaces for passive or active recreation purposes, as well as swales, water detention and retention areas, in an effort to reduce water consumption. The

applicant has eliminated any sodded areas from the plan.

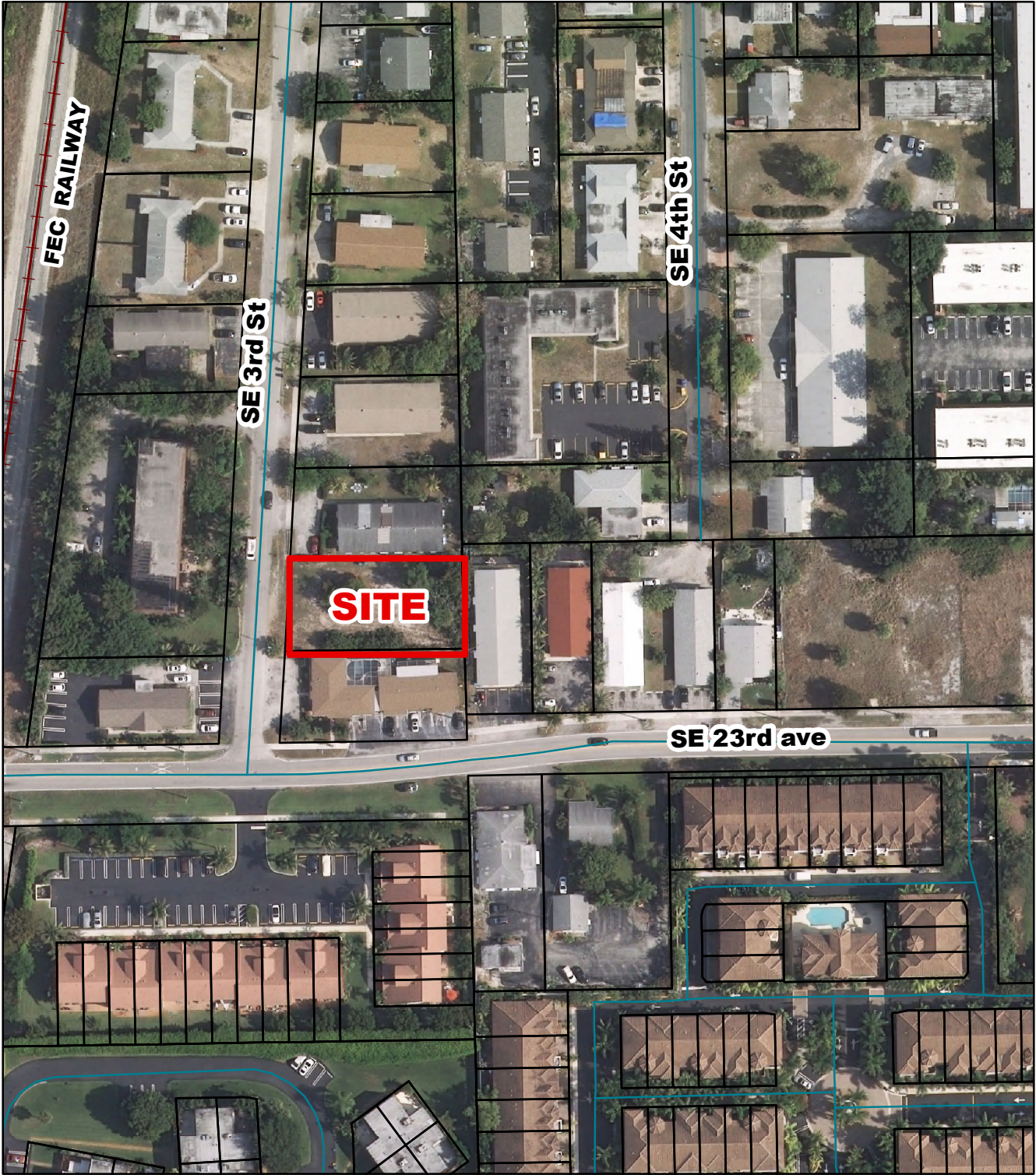
- Building and Site:** The proposed building is designed as a one (1)-story structure with parapet walls at two (2) varying heights to provide architectural character to the structure. The proposed building placement complies with the minimum setbacks of the C3 zoning district and Urban Commercial Overlay, with the building setback 7.5 feet from the west (front) property line abutting SE 3rd Street, 37 feet from the residentially-zoned property on the north side, 80 feet from the east property line, and 2.5 feet from the south property line abutting the commercially-zoned property being utilized for residential purposes. The floor plan (Sheet A-1) indicates the proposed building is designed as a typical 2,338 square foot office building, with entry doors at the front of the building and at the rear where the parking is located.
- Building Height:** The building elevations (Sheet A-2) indicate the highest point of the structure would be the top of the parapet element at the southwest corner of the building, near the entry, at approximately 18 feet in height. The typical parapet height is proposed at 17 feet, well below the maximum of 25 feet allowed in the C2 zoning district, and comparable to buildings in the immediate vicinity.
- Design:** The proposed building utilizes sleek, modern design features, such as rectangular score lines, rhythmic window pattern, wraparound aluminum awning providing the appearance of an eyebrow, natural aluminum reveals and trim cap. To ground the building, the architect has chosen stacked stone for the building corner base at the front entry. According to the details on Sheet A-2, the body paint color would be a light grayish white, “Distant Gray” – Benjamin Moore OC-68. All of the trim is proposed as natural aluminum. The natural aluminum frame windows are proposed with green tint glazing. The elevations show that the parapet roof would have a slight increase in height at the front building entry corner to add architectural character.
- Public Art:** The applicant has indicated they have not selected the proposed artwork or artist at this time. The proposed development of the site is anticipated to cost \$500,000, which places the value of any artwork for the site at approximately \$3,500. Ultimate review and approval of the artist and artwork would be under the purview of the Arts Commission.
- Site Lighting:** The photometric plan (Sheet SL-1) proposes a total of three (3) freestanding lights in the parking lot. The freestanding lights would consist of a square concrete pole, with a natural aluminum color Phillips Gardco LED light fixture mounted at 15 feet in height. The lighting levels proposed comply with the City requirement of a maximum allowance of 5.9 foot-candle spot readings.
- Signage:** Wall signage on the south building elevation would consist of red and blue reverse channel letters utilizing a Garamond Premier Pro font. The west elevation would have a smaller, non-illuminated sign with the same red and blue lettering and font style, placed upon a white aluminum panel. No monument sign is planned for the site.

RECOMMENDATION

The Development Application Review Team (DART) has reviewed this request for new site plan approval and recommends approval contingent upon satisfying all comments indicated in Exhibit “C” – Conditions of Approval. Any additional conditions recommended by the Board or City Commission shall be documented accordingly in the Conditions of Approval.

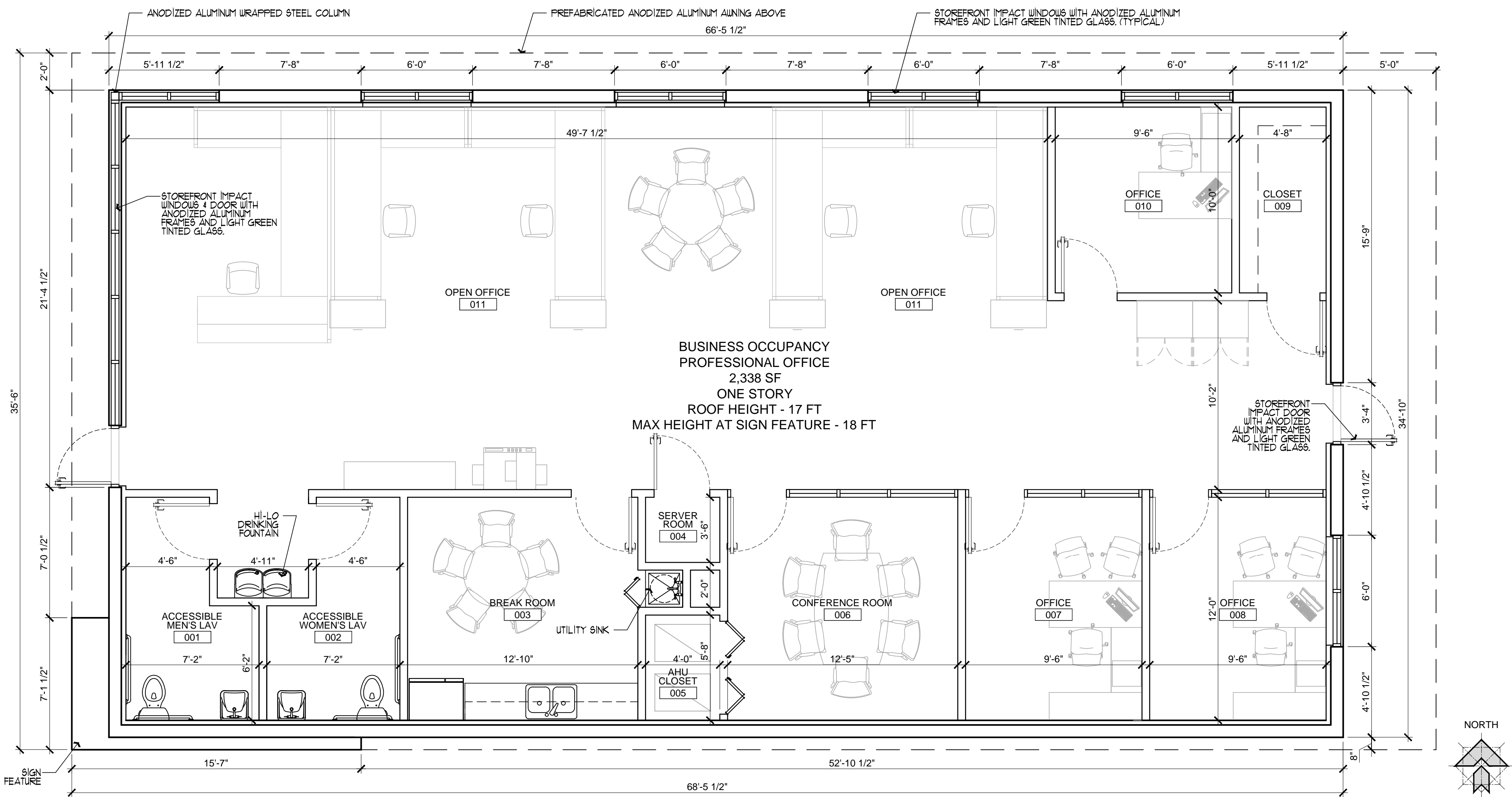
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LOCATION MAP

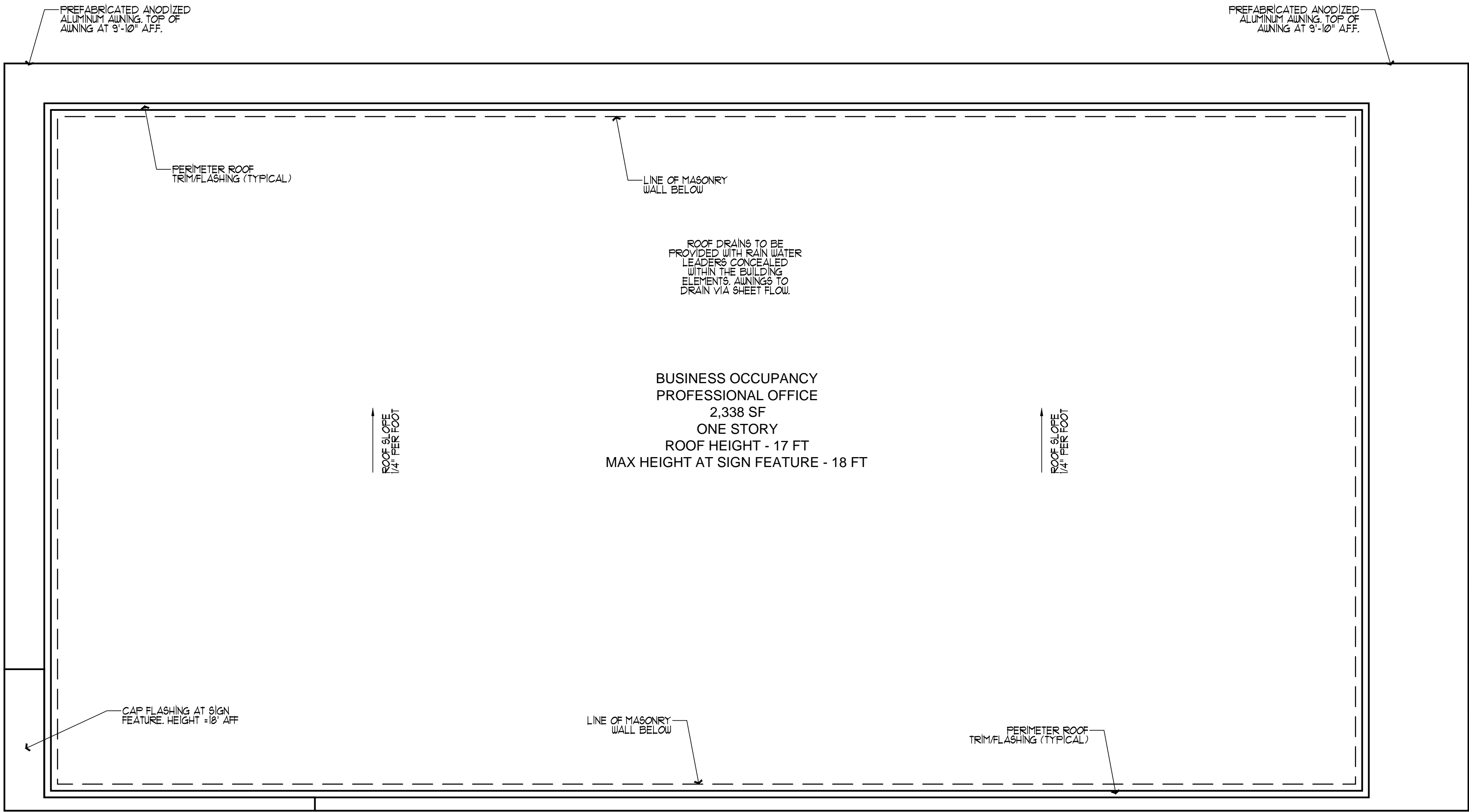


0 15 30 60 90 120 Feet

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FLOOR PLAN 1
SCALE: 1/4" = 1'-0"



ROOF PLAN 2
SCALE: 1/4" = 1'-0"

PROJECT INFORMATION

CONSTRUCTION TYPE TYPE IIB - UNPROTECTED
OCCUPANCY TYPE GROUP B BUSINESS

FLOOR PLAN GENERAL NOTES

1. EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE 2014 FBC, TABLE 105.2
2. EXTERIOR WALL CONSTRUCTION SHALL COMPLY WITH THE 2014 FBC, TABLE 602.
3. BUILDINGS, STRUCTURES AND PARTS THEREOF SHALL BE DESIGNED TO WITHSTAND THE MINIMUM WIND LOADS OF 110 MPH WIND FORCES ON EVERY BUILDING OR STRUCTURE SHALL BE DETERMINED BY THE PROVISIONS OF ASCE 7 AND THE PROVISIONS OF 2014 FBC, SECTION 1609 (WIND LOADS).
4. EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE 2014 FBC, TABLE 105.2

WALL AREA CALCULATIONS:

SOUTH FACADE

- AREA: 1179 SF
- UNPROTECTED OPENINGS: 0 SF
- PERCENTAGE OF UNPROTECTED OPENINGS: 0%

NORTH FACADE

- AREA: 1130 SF
- UNPROTECTED OPENINGS: 194 SF
- PERCENTAGE OF UNPROTECTED OPENINGS: 17%

WEST FACADE

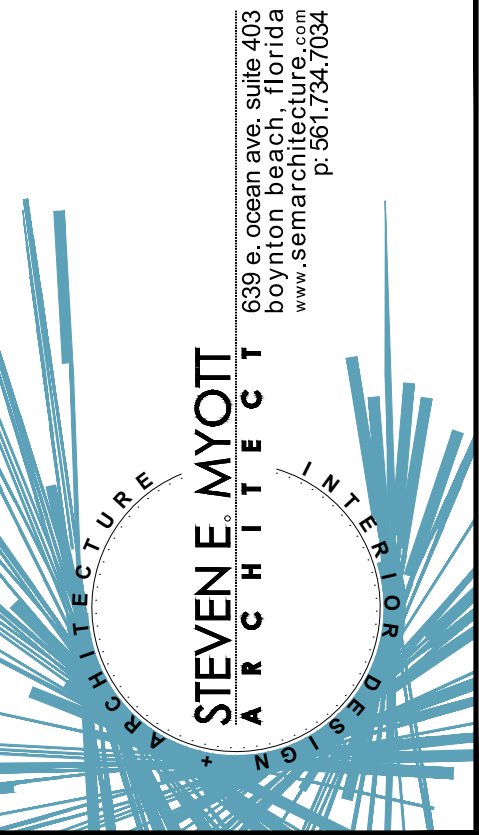
- AREA: 611 SF
- UNPROTECTED OPENINGS: 183 SF
- PERCENTAGE OF UNPROTECTED OPENINGS: 30%

EAST FACADE

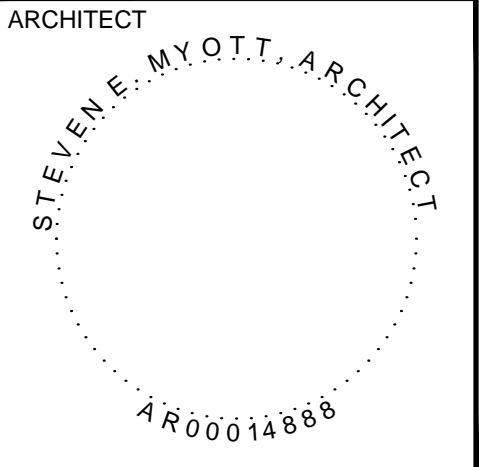
- AREA: 530 SF
- UNPROTECTED OPENINGS: 66 SF
- PERCENTAGE OF UNPROTECTED OPENINGS: 1%

SECURITY GENERAL NOTES

1. PRIOR TO ISSUANCE OF THE BUILDING PERMIT, THE APPLICANT SHALL PREPARE A CONSTRUCTION SITE SECURITY AND MANAGEMENT PLAN FOR APPROVAL BY THE CITY'S POLICE DEPARTMENT CPTD OFFICIAL.
2. SECURITY MEASURES AT A CONSTRUCTION SITE ARE DETERMINED AFTER A SECURITY SURVEY IS CONDUCTED USING THE FOLLOWING PROCEDURES: A STAGING AREA TO STORE EQUIPMENT AND PARK MACHINERY MUST BE FENCED. THE STAGING AREA MUST BE VISIBLE FROM AN ACCESSIBLE ROADWAY TO ALLOW EFFECTIVE POLICE PATROL. LIGHTING MUST BE PROVIDED TO ALLOW COMPLETE VISIBILITY TO THE AREA. APPROVED PADLOCK FOR ALL STORAGE TRAILERS AND EQUIPMENT TRAILERS AND PARK WITHIN STAGING AREA.
3. ALL PERIMETER DOORS SHOULD BE EQUIPPED WITH REINFORCED, CASE HARDENED STRIKE PLATE, WITH LOCKS AND ALARM SYSTEM.
4. FOR POTENTIAL CRIMINAL ACTIVITY DETECTION, A HIGH RESOLUTION COLOR DIGITAL VIDEO SYSTEM CONSISTING OF A MINIMUM OF LOW LUX CAMERAS, WITH MONITORING AND PHOTO PROCESSING PICTURE OR VIDEO PRINTOUT CAPABILITIES SHALL BE INSTALLED.



NURSE 1
- SITE PLAN APPROVAL -
SE 3RD ST
BOYNTON BEACH, FLORIDA



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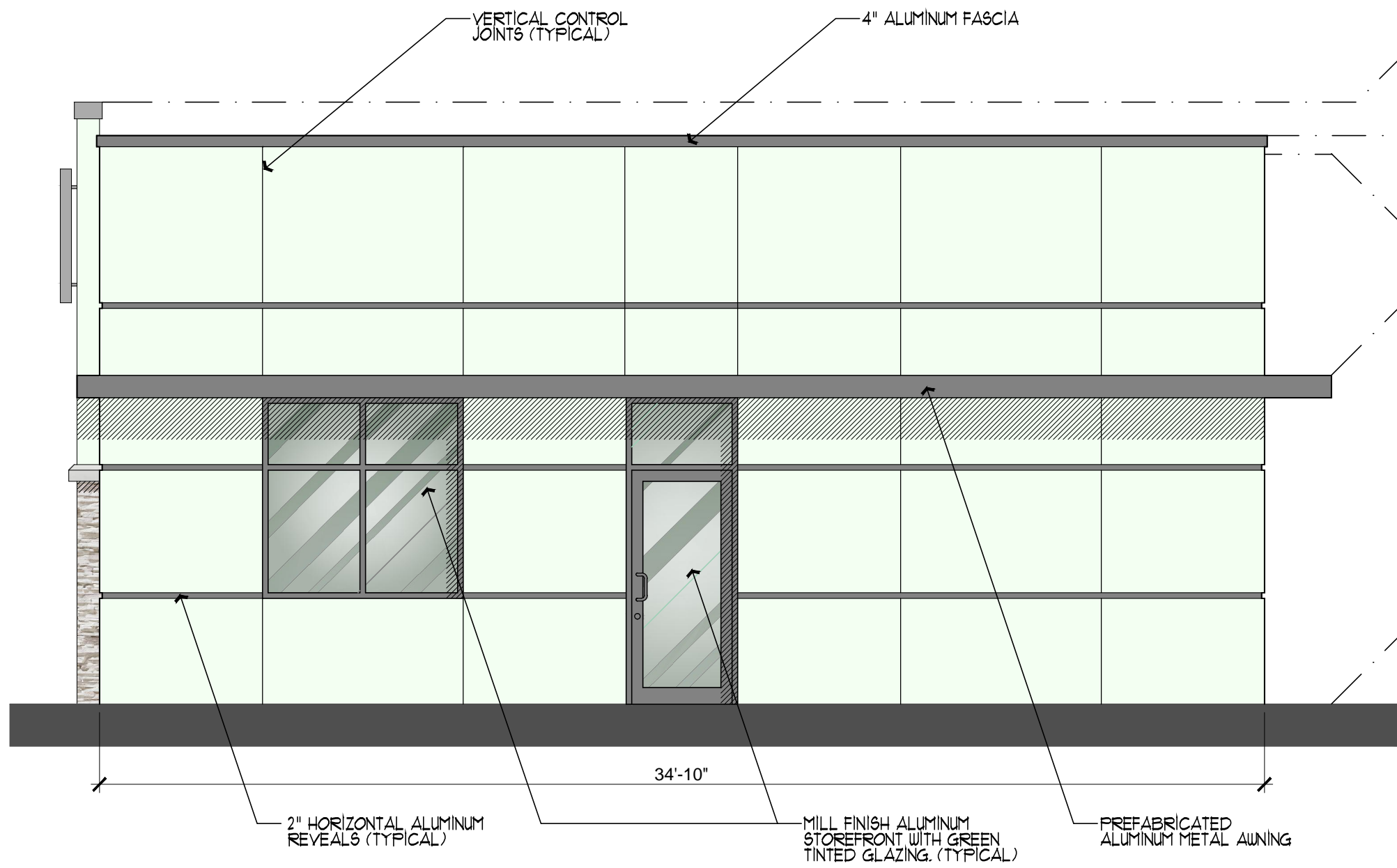
PROJECT NO: 16.093
DRAWN BY: MB
CHECKED BY: SM

NO. DATE: ISSUED FOR:
1 02/04/2016 SITE PLAN APPROVAL
2 02/13/2017 SITE PLAN COMMENTS

FLOOR PLAN
ROOF PLAN

A-1

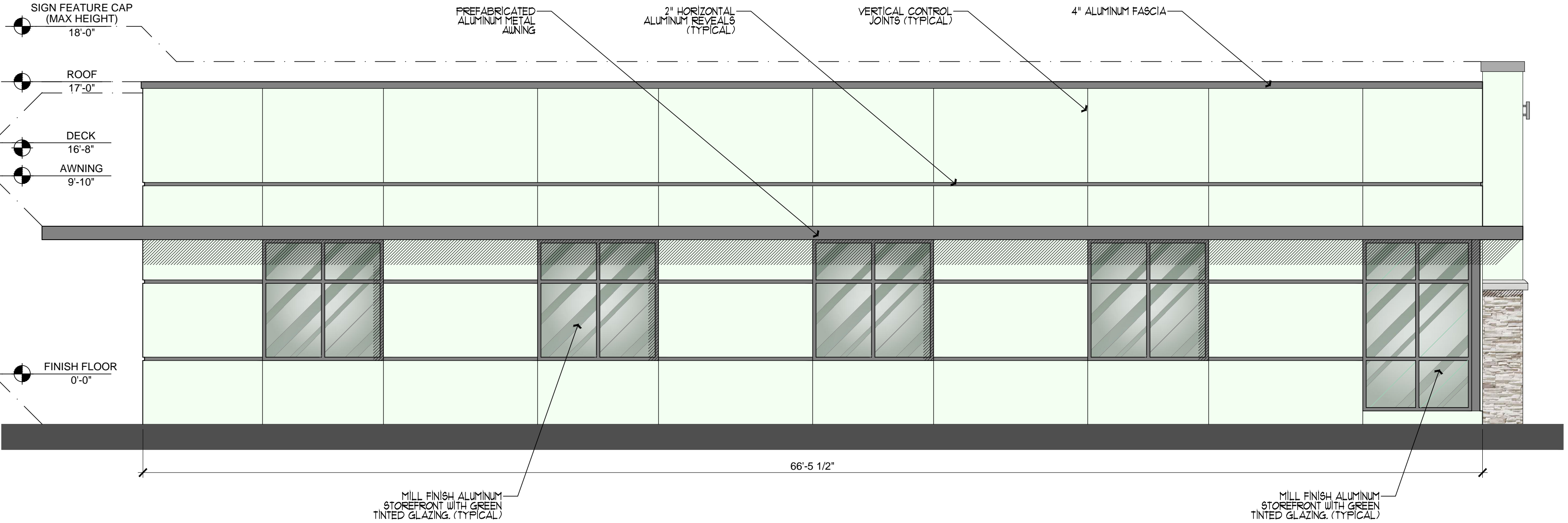
TYPICAL WALL FINISH:
1. SMOOTH STUCCO
2. PAINTED BENJAMIN MOORE OC-68 DISTANT GRAY



EAST ELEVATION
SCALE: 1/4" = 1'-0"

1

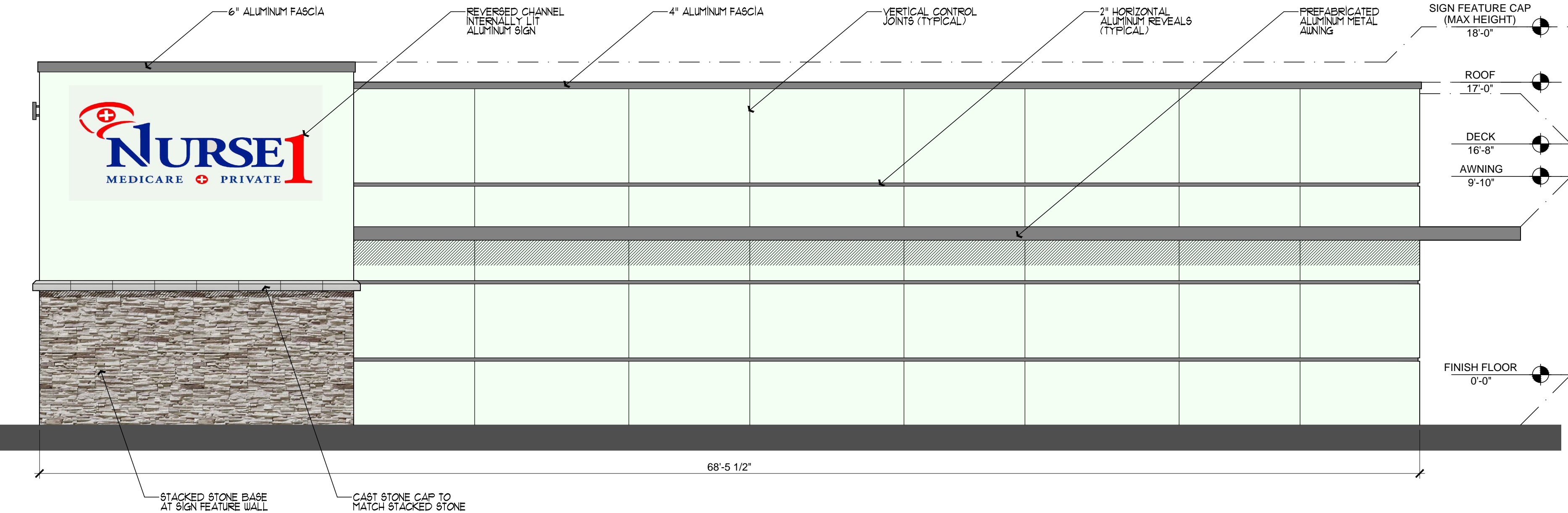
TYPICAL WALL FINISH:
1. SMOOTH STUCCO
2. PAINTED BENJAMIN MOORE OC-68 DISTANT GRAY



NORTH ELEVATION
SCALE: 1/4" = 1'-0"

2

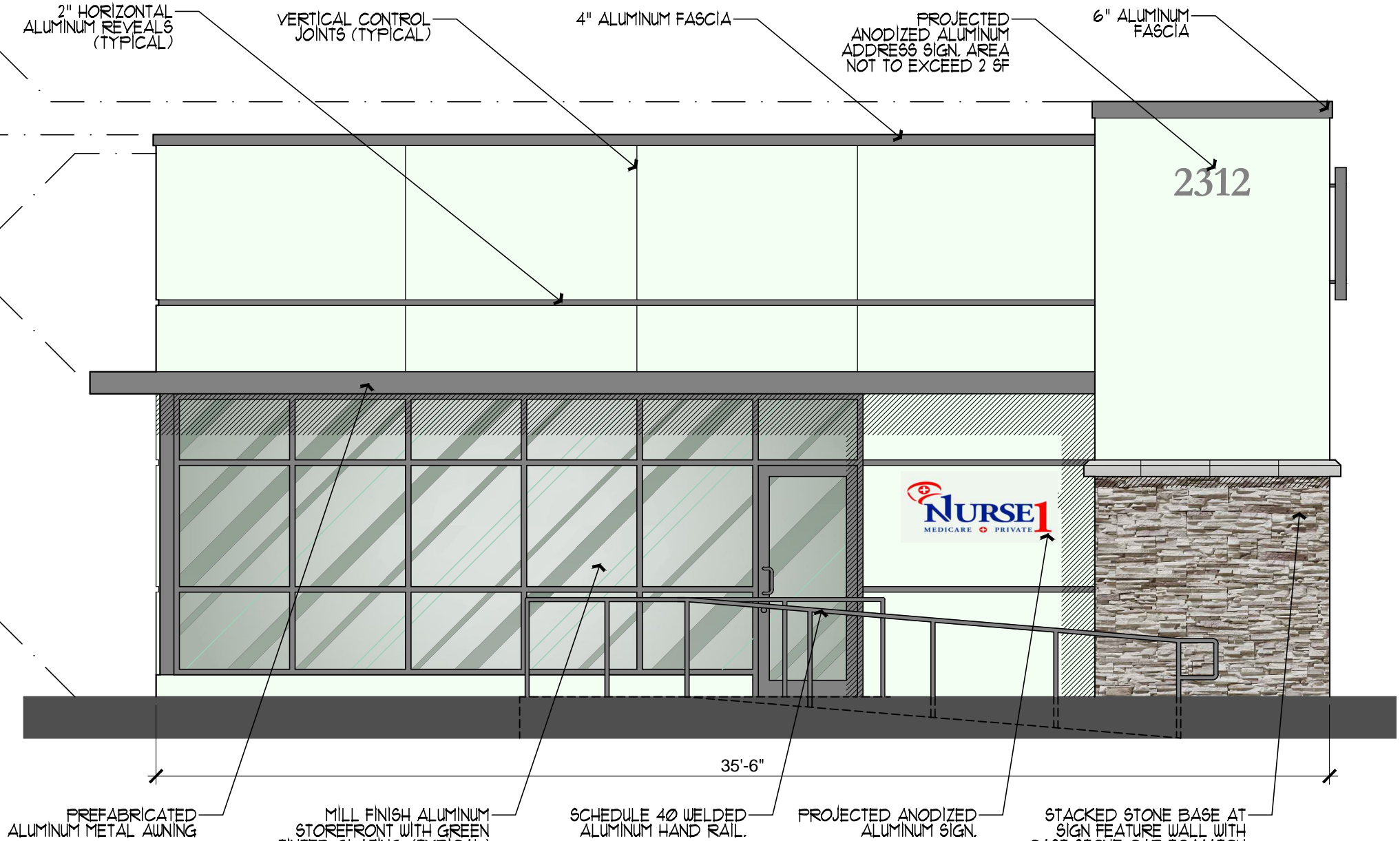
TYPICAL WALL FINISH:
1. SMOOTH STUCCO
2. PAINTED BENJAMIN MOORE OC-68 DISTANT GRAY



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

3

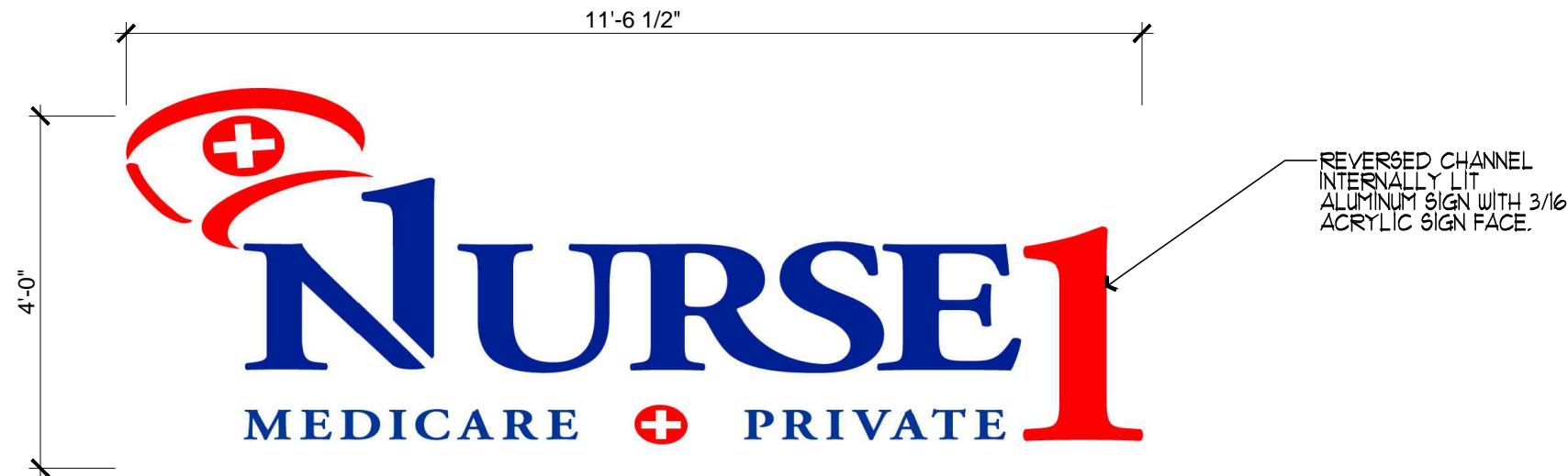
TYPICAL WALL FINISH:
1. SMOOTH STUCCO
2. PAINTED BENJAMIN MOORE OC-68 DISTANT GRAY



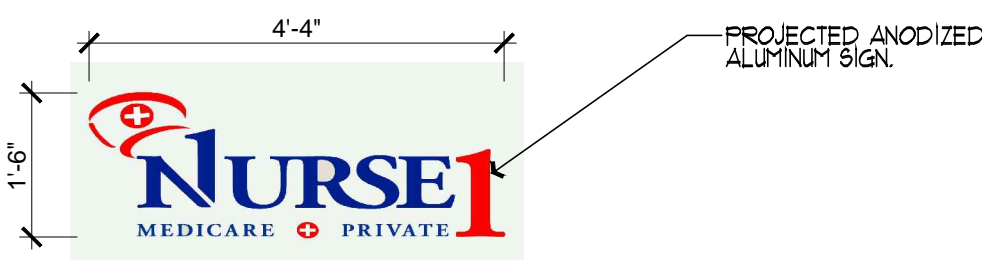
WEST ELEVATION
SCALE: 1/4" = 1'-0"

4

SOUTH ELEVATION SIGN



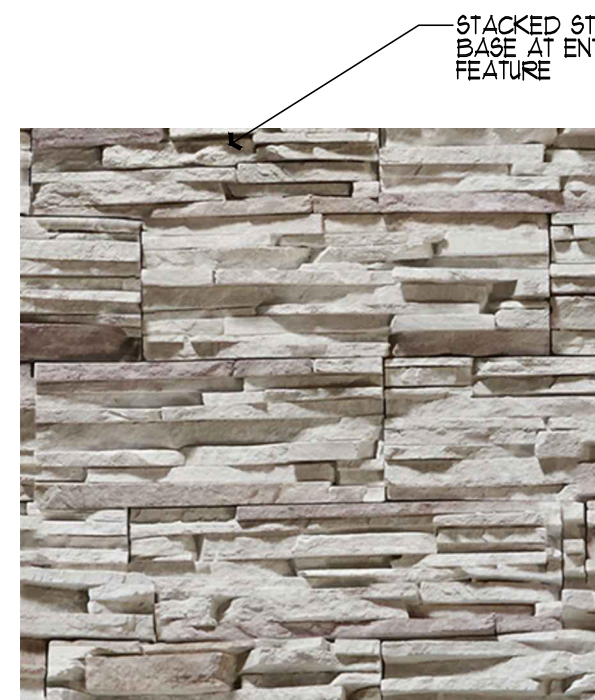
WEST ELEVATION SIGN



- NOTES:
1. MAXIMUM NUMBER OF SIGNS = 2
 2. MAXIMUM SIGN AREA: (46.17SF + 6.49SF = 52.66 SF)
ALLOWABLE AREA: (35.5' BUILDING FRONTAGE x 1.5 = 53.25SF)
 3. PLACED ON BUILDING WALL
 4. SIGN COLORS: MAXIMUM OF 3 COLORS: BLUE, RED & WHITE
 5. TRADEMARK LOGO: MAXIMUM 20% OF SIGN
 6. FONT: GARAMOND PREMIER PRO
 7. ILLUMINATION: SIGN WILL NOT BE ILLUMINATED AFTER NORMAL BUSINESS HOURS

WALL SIGN DETAILS
SCALE: 1/2" = 1'-0"

5



STONE FINISH DETAIL
SCALE: 1" = 1'-0"

6

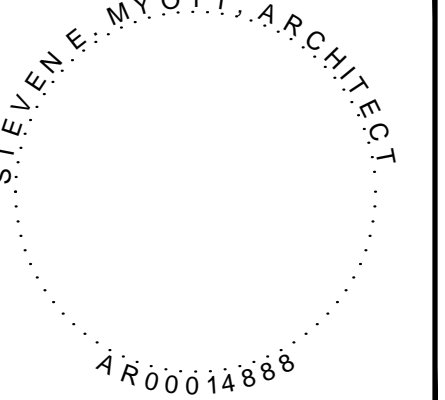
ELEVATION GENERAL NOTES

1. EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE 2014 FBC, TABLE 1005.3
 2. EXTERIOR WALL CONSTRUCTION SHALL COMPLY WITH THE 2014 FBC, TABLE 602.
 3. BUILDINGS, STRUCTURES AND PARTS THEREOF SHALL BE DESIGNED TO WITHSTAND THE MINIMUM WIND LOADS OF 110 MPH WIND FORCES ON EVERY BUILDING OR STRUCTURE SHALL BE DETERMINED BY THE PROVISIONS OF ASCE 7 AND THE PROVISIONS OF 2014 FBC, SECTION 1609 (WIND LOADS).
 4. EXTERIOR WALL OPENINGS SHALL COMPLY WITH THE 2014 FBC, TABLE 1005.3
- WALL AREA CALCULATIONS:
- SOUTH FACADE
- AREA: 1179 SF
 - UNPROTECTED OPENINGS: 0 SF
 - PERCENTAGE OF UNPROTECTED OPENINGS: 0%
- NORTH FACADE
- AREA: 1130 SF
 - UNPROTECTED OPENINGS: 134 SF
 - PERCENTAGE OF UNPROTECTED OPENINGS: 11%
- WEST FACADE
- AREA: 611 SF
 - UNPROTECTED OPENINGS: 103 SF
 - PERCENTAGE OF UNPROTECTED OPENINGS: 30%
- EAST FACADE
- AREA: 530 SF
 - UNPROTECTED OPENINGS: 66 SF
 - PERCENTAGE OF UNPROTECTED OPENINGS: 11%

NURSE 1
- SITE PLAN APPROVAL -

SE 3RD ST
BOYNTON BEACH, FLORIDA

ARCHITECT



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PROJECT NO: 16-093
DRAWN BY: JMB
CHECKED BY: SM

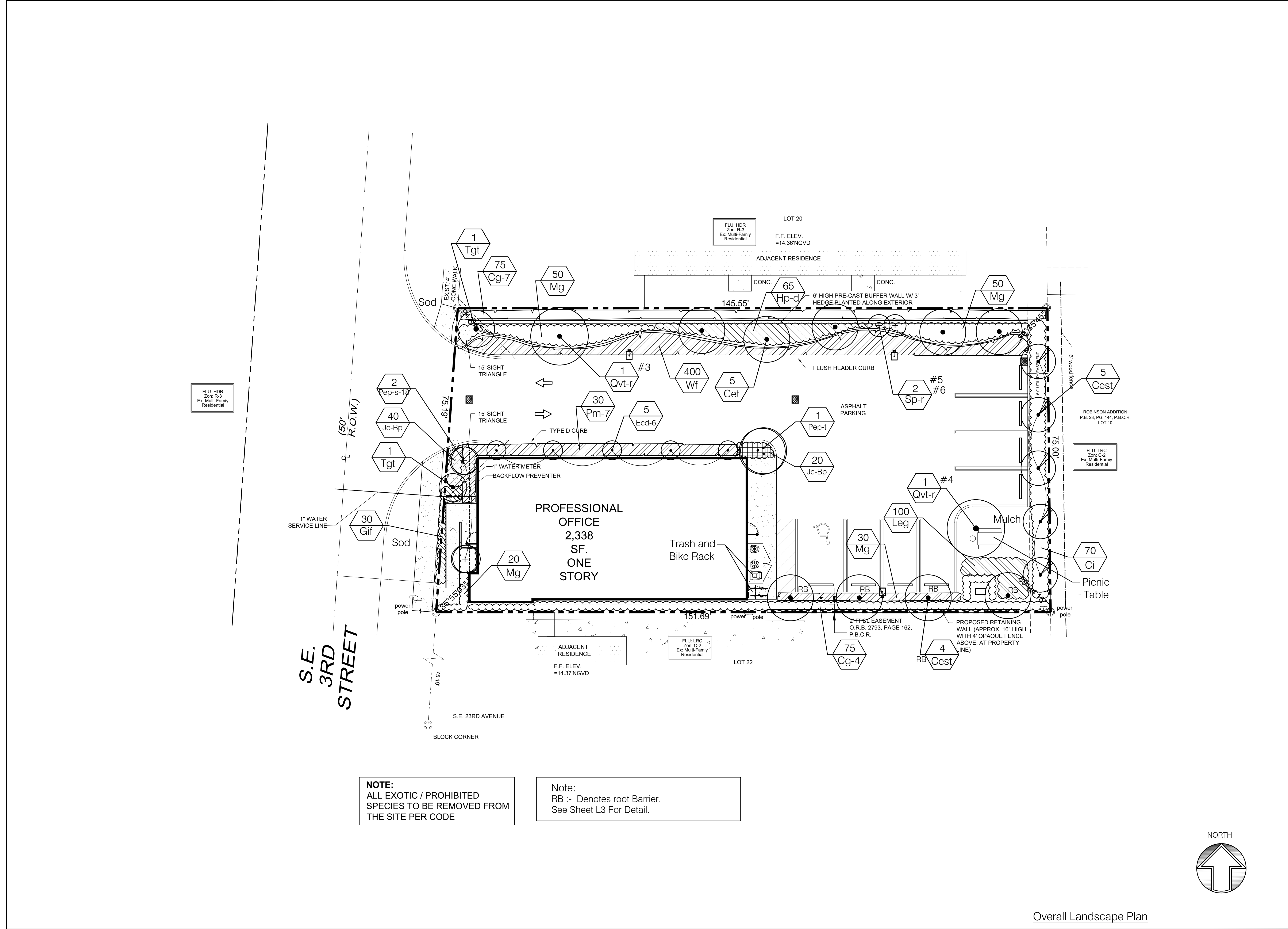
NO. DATE: ISSUED FOR:
1 01/04/2016 SITE PLAN APPROVAL
2 02/13/2017 SITE PLAN COMMENTS

ELEVATIONS

**SIGN
DETAIL**

**STONE
DETAIL**

A-2



NOTE:
ALL EXOTIC / PROHIBITED
SPECIES TO BE REMOVED FROM
THE SITE PER CODE

Note:
RB :- Denotes root Barrier.
See Sheet L3 For Detail.

REVISIONS	BY
REVISED 2/1/17 PER DART REVIEW 1/23/17	SKP
REVISED 2/27/17 PER DART COMMENTS/ REQUIREMENTS	SKP

DESIGNED BY:
CARTER & ASSOCIATES
LANDSCAPE ARCHITECTS INC.
74 N.E. 5th AVE. Delray Beach, FL 33483
LA. 831
561-272-9621

Landscape for:
NURSE 1
Boynton Beach, Florida

DRAWN SKP
CHECKED D.H.C.
DATE 12.23.16
SCALE 1" = 10'
JOB NO. 010317
SHEET
L-2 OF 3 SHEETS

MATERIAL SCHEDULE				
Qty	Key	Botanical Name/ common name	Size	Drought Tolerant
2	Qvt-t*	Quercus virginiana/ Live oak tree relocated	10" calip. 20x25ft. & 12" calip. 30x25ft.	High
2	Tgt	Tibouchina Grand/ Purple Glory Std.	8"x4"	High
2	Sp-t*	Sabal palm, relocated	12-14"oa. & 16-18" oa. relocate	High
5	Cet*	Conocarpus erectus/green buttonwood tree	12x5'	High
2	Pep-s-18	Ptychosperma elegans / Alexander Palm Single	18" oa. Single mtchg	Moderate
5	Ecd-6	Elaeocarpus decipens/Japanese blueberry tree	6x3' conical	High
1	Pep-t	Ptychosperma elegans / Alexander Palm triple	18" oa. triple mtchg	High
14	Cest*	Conocarpus E. Sercius /Silver buttonwood tree	12x5'	High

170	Mg*	Muhly Grass	15" 3gal.	High
70	Ci*	Chrysobalanus icaco/ Cocoplum	24" 3g.	High
75	Cg-7*	Clusia guttifera / Small leaf clusia	4"x2' Full to base	High
75	Cg-4*	Clusia guttifera / Small leaf clusia	3"x2' Full to base	High
85	Jc-bp	Juniperus chinensis/ Blue pacific	15" 3g.	High
60	Pm-7	Podocarpus makii/ Yew	30" 7 Gal.	Moderate
65	Hpd-t*	Hamelia patens, dwf./ Dwf. firebush	18"3g.	High
30	Gif*	Microcarpa/ Green island	15"3g.	High
400	WF*	Polypodium scop./ Wart fern	10"1g.	High
100	Leg*	Liriope evergreen giant/ giant monkey grass	12"1g	High

* - Denotes native, or highly drought tolerant plant materials, per SFWMD. "Xeriscape Manual".

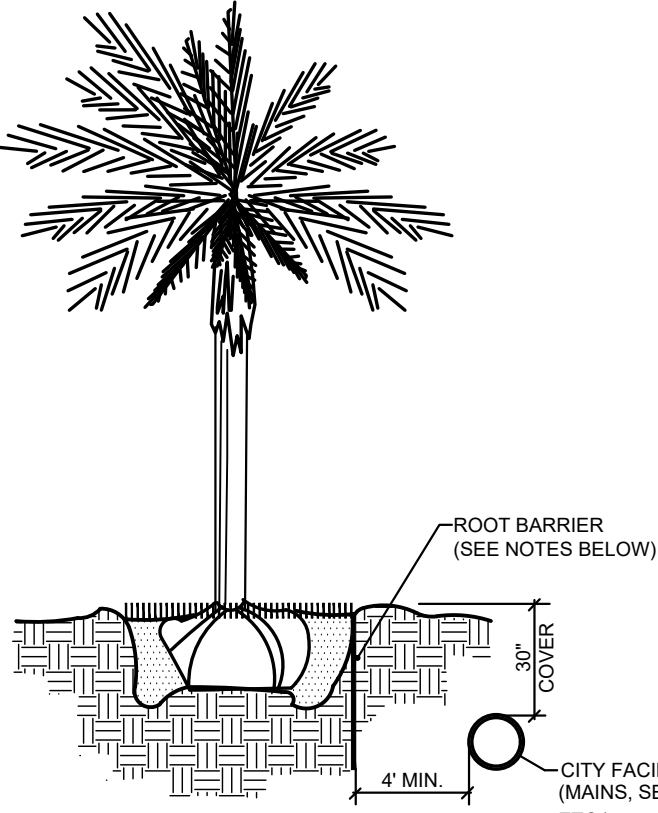
Planting soils, see specs. & details
Mulch, see specs. & details
Sod Solid Floritam*

85.2% Native plant materials used.

Note:
All Shrubs To Be Installed with Branches
Touching, Per Code Requirements.

GENERAL LANDSCAPE NOTES:

1. All plant material shall be F1, #1, or better, as per the latest addition of F1, Grades & standards. All "specimen" quality materials shall be F, Fancy, and shall be pre-approved by the Landscape Architect.
2. All plant materials shall be true to name & size, as per F1, Grades & Standards. Plant materials which do not meet, or exceed these standards will not be accepted.
3. Quantities, sizes, and locations of plants will be determined by the plan and material schedule. Sizes of the specified plants shall take precedence over the container size . Spacing of the ground covers will be determined by the material schedule. Quantities shown on the material schedule are to be used as a guideline. The landscape contractor shall be responsible for the actual quantities shown on the plan. The plans will take precedence over the material schedule. Discrepancies shall be brought to the attention of the Landscape Architect, prior to commencing.
4. No substitutions shall be accepted without the Landscape Architect's written approval. All substitution requests shall be made in writing.
5. Planting soils shall be clean, sterile, and free of debris. Soil shall consist of 40% Fl. muck % 60% existing native soils, mixed thoroughly together, clean sand. Tree's shall be installed with a minimum of 6" on sides & bottom of root balls. Shrubs, plants & ground covers shall be installed with a minimum of 6" on sides & bottom of root balls. Rooted cuttings shall be installed with a minimum of 4" of planting soils worked into the top 6" of the existing soils. Sabal palms and Phoenix specie shall be installed with a clean well drained sand.
6. Milorganite, or equal, fertilizer shall be applied to all plantings, per manufactures recommendations. In addition , "Agriform" tablets (20-10-5) shall also be applied to all plants 1 gal.,and above, per manufactures recommendations.
7. All tree's & palms shall be mulched with a 3ft. diameter circle. 3" minimum depth. All planting beds shall receive 3" finished depth, mulch upon completion of planting process. Mulch shall "Eucalyptus", or approved equal. NO CYPRESS MULCH SHALL BE UTILIZED ON THE PROJECT.
8. All plants shall be planted at soil levels which they were previously grown. Shrubs and hedges are to be planted 2ft. away from any wall, or structures. Materials with a six greater than overhangs shall be planted so as not to impede the natural growth habit of the plant.
9. All materials are to be watered-in immediately after planting, so as to remove all air pockets. BIB materials are to be hand-watered for a minimum of 1 week after installation, and there-after as required. Contractor shall advise the owner of any additional hand-watering requirements.
10. All tree's 8ft., or larger, are to be staked, or guyed, to provide ample support such that materials remain straight & true in an up-right position through the guarantee period. Staking & guying shall be performed at the option of the landscape contractor, except where required by code. However, the landscape contractor shall be responsible for all tree's & palms remaining straight & true through the guarantee period. In the event that a material shifts after it has been properly staked, or guyed, the landscape contractor shall not be held responsible.
11. All sod shall be "Floritam", unless otherwise specified. Sod shall be dense, green, well-rooted, and free of debris, weeds, disease, or insects. A complete 6-6-6 fertilizer shall be applied at a rate of 10lbs. per 1,000sq.ft.. Sod is to be watered to a depth of 3" immediately after installation. Grades are to be raked smooth, and all debris removed, prior to installation.
12. All tree's, plants & ground-covers shall be guaranteed for a period of 120 days, and all palms are for a period of one year, after the date of substantial completion. Phoenix canariensis & dactylifera palms are to be maintained, per growers/suppliers recommendations, by a qualified person, or firm. Said maintenance program shall be the responsibility of the owner.
13. The landscape invoice will be deemed as rejection of the plant materials. The landscape contractor shall remove any, or all of the rejected materials from the site as their discretion.
14. The removal of "base rock" is not included in the landscape contract.
15. All grades are to be within 2" of finished grades, prior to the landscape contractor commencing work.



NOTES:

1. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

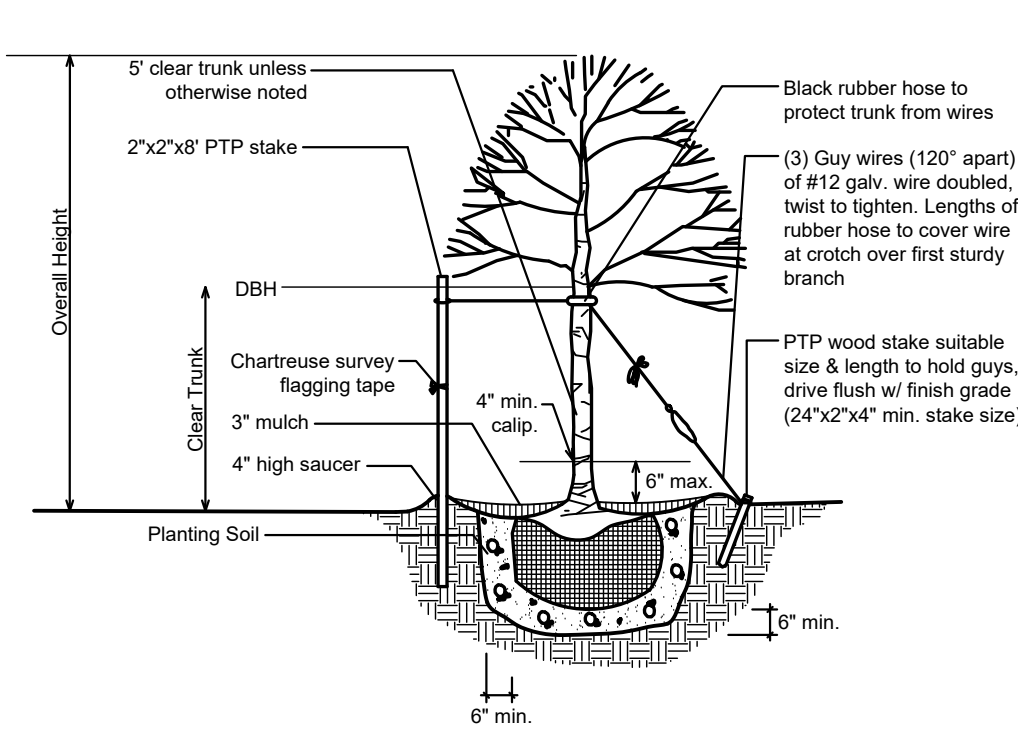
TYPICAL TREE WITH ROOT BARRIER

Any Trees or shrubs placed within water, sewer or drainage easements shall conform to this Standard Detail

Note:
RB :- Denotes root Barrier.
See Sheet L6 For Detail.

NOTE:

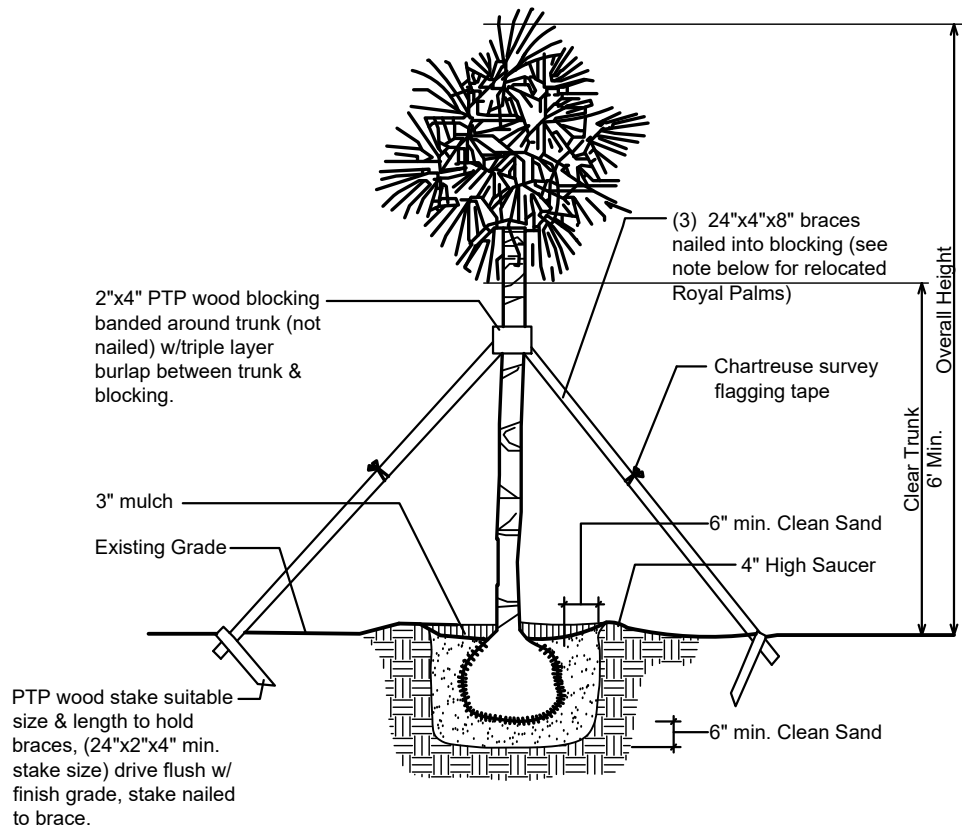
Existing native soil within all landscape inslands, interior landscape strips and perimeter landscape strips, adjacent to vehicular use areas, shall be excavated down to a depth of thirty (30) inches below existing grade, except for a 12" buffer from the inside of curb or pavement (see detail). A suitable planting soil mixture of fifty/fifty (50/50), sixty/forty (60/40) (sand / planting soil) shall eith be backfilled in place of the native soil or efficiently mixed with the native soil create an optimum environment for successful root development. If native soil is to be mixed, it shall first be screened to remove rocks and debris larger than one-half (1/2) inch in diameter prior to mixing. All properties under this section shall be required to have an open landscape bed inspection prior to backfilling to insure the thirty (30) inch depth has been met.



NOTE: Stake all trees up to 2" cal. @ 2 per tree. Guy all trees larger than 2" cal. Pull burlap from top of root ball. Remove all non-biodegradable materials such as wire, twine, etc. on rootball

Trees

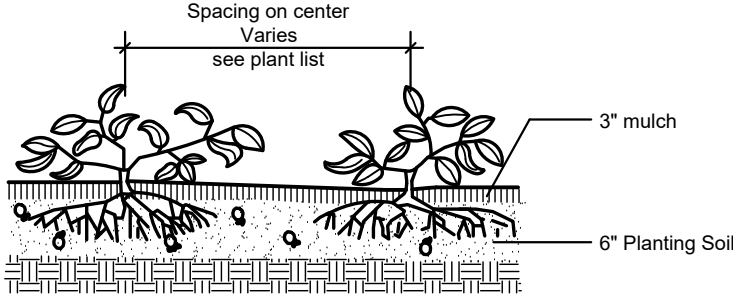
NOTE:
CYPRESS MULCH IS NOT PERMITTED



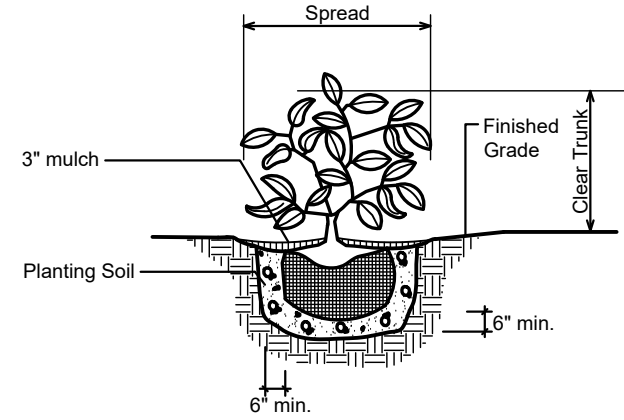
Straight Trunk Palms

Note:

All Above Ground Mechanical Equipment Such As, But Not Limited To, Exterior Utility Boxes, Meters, And Transformers Shall Be Depicted On All Plans And Shall Be Visually Screened. Backflow Preventers Shall Be Painted To Match Principle Structure.



Groundcovers



Shrubs

REVISIONS	BY
REVISED 2/1/17 PER DART REVIEW 1/23/17	SKP
REVISED 2/27/17 PER DART COMMENTS/ REQUIREMENTS	SKP

DESIGNED BY:
CARTER & ASSOCIATES
LANDSCAPE ARCHITECTS INC.
74 N.E. 5th AVE. Delray Beach, FL 33483
561-272-9621
LA. 831

Landscape for:
NURSE 1
Boynton Beach, Florida

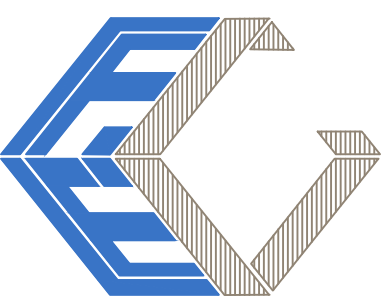
DRAWN SKP
CHECKED D.H.C.
DATE 12.23.16
SCALE 1" = 10'
JOB NO. 010317
SHEET

L-3

OF 3 SHEETS

NOTE:
ALL EXOTIC / PROHIBITED
SPECIES TO BE REMOVED FROM
THE SITE PER CODE

Notes & Materials



Certificate of Authorization No. 5810

134 N.W. 16TH STREET, SUITE 1
BOCA RATON, FLORIDA 33432

PHONE: (561) 353-1152
FAX: (561) 353-1708
E-MAIL: zjpe@fcengineers.com

DATE	REVISIONS
Mar. 13 2017	Comments

Zuhair M. Jalloul, P.E.
Fl. License. No.: 35416

DATE	1-4-17
SCALE	AS SHOWN
DWG. BY	P.E.S.
CHECKED BY	Z. JALLOUL
PROJECT NO.	161215
DRAWING FILE	-----

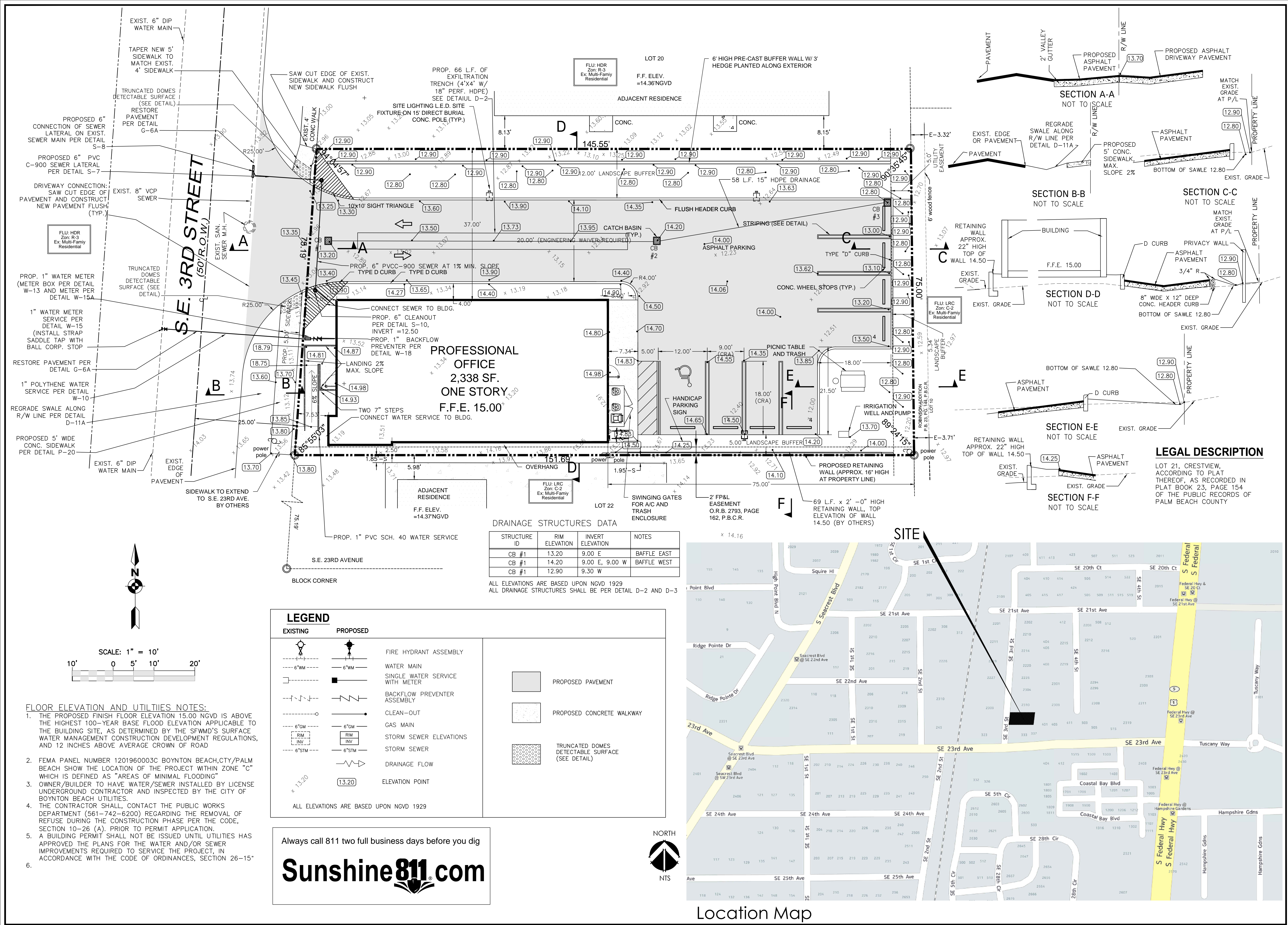
Nurse 1

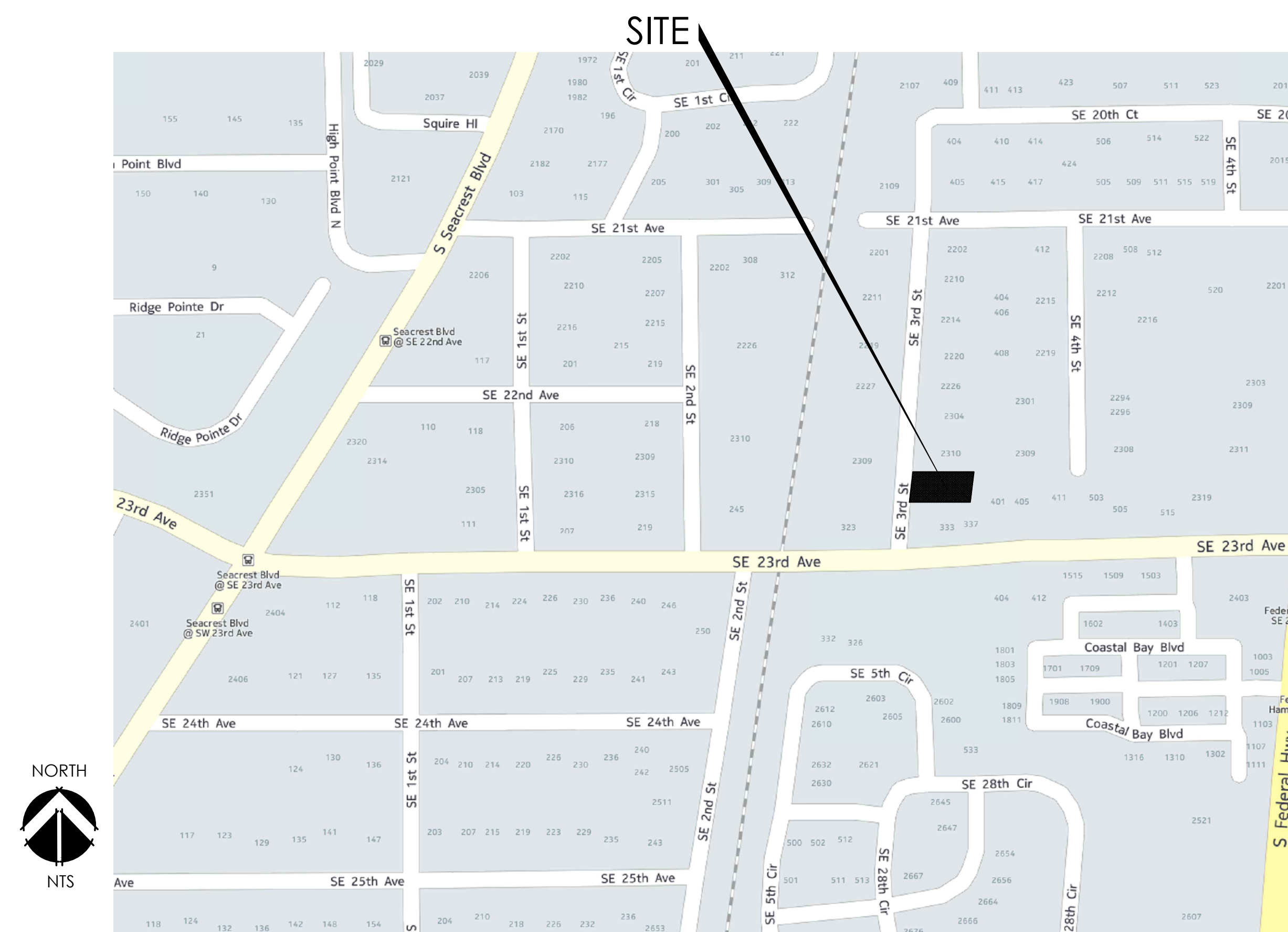
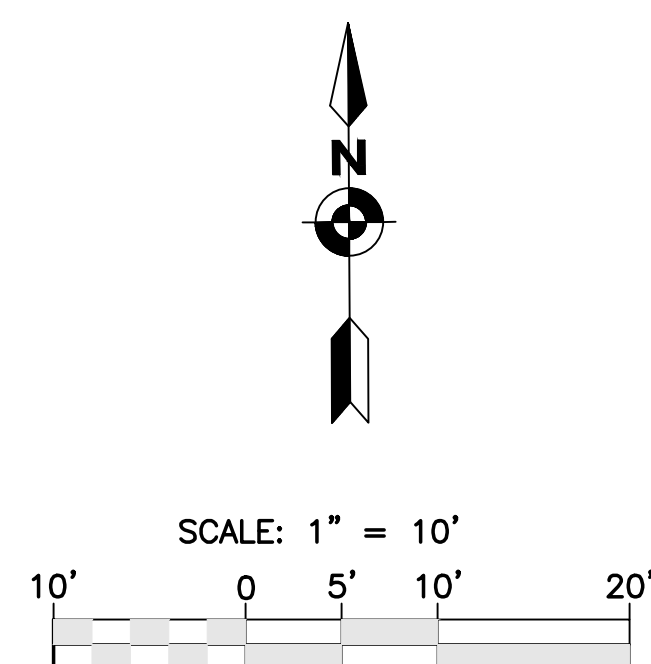
LOT 21, CRESTVIEW
Boynton Beach
Florida

GRADING,
PAVING,
DRAINAGE
WATER &
SANITARY
SEWER
PLANS

SHEET NUMBER

C-1
OF 7





Location Map



SCALE: NTS

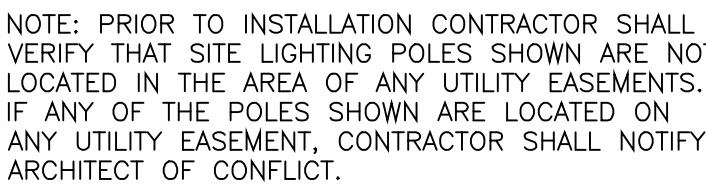
SL-1

EXHIBIT C

Conditions of Approval

Project Name: Nurse 1
 File number: NWSP 17-001
 Reference: 3rd review plans identified as a New Site Plan with an April 14, 2017 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. At time of permit submittal, please separate Water & Sewer plans from the Drainage, Grading & Paving sheet.	X	
FIRE		
Comments: None, all comments satisfied at DART Meeting.		
POLICE		
Comments: None, all comments satisfied at DART Meeting.		
BUILDING DIVISION		
Comments: None, all comments satisfied at DART Meeting.		
PARKS AND RECREATION		
Comments: None		
PLANNING AND ZONING		
Comments:		
2. Applicants who wish to utilize City electronic media equipment for recommended PowerPoint presentations at the public hearings must notify the project manager in Planning and Zoning and submit a CD of the presentation at least one week prior to the scheduled meeting.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None, all comments satisfied at DART Meeting.		
PLANNING & DEVELOPMENT BOARD CONDITIONS		

DEPARTMENTS	INCLUDE	REJECT
Comments: None.		
CITY COMMISSION CONDITIONS		
Comments: To be determined.		

S:\Planning\SHARED\WP\PROJECTS\Nurse 1\NWSP 17-001\COA post P&D.doc

**DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE
CITY OF BOYNTON BEACH, FLORIDA**

PROJECT NAME: Nurse 1 (NWSP 17-001)

APPLICANT: Bradley Miller, Miller Land Planning

APPLICANT'S ADDRESS: 508 E. Boynton Beach Blvd., Boynton Beach, FL 33435

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: May 2, 2017

APPROVAL SOUGHT: Request for New Site Plan approval to construct a one-story, 2,338 square foot office building and related site improvements, located on the east side of SE 3rd Street, one lot north of SE 23rd Avenue.

LOCATION OF PROPERTY: East side of SE 3rd Street, one lot north of SE 23rd Avenue

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.
2. The Applicant
 ___ HAS
 ___ HAS NOT

 established by substantial competent evidence a basis for the approval requested.
3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."
4. The Applicant's request is hereby
 ___ GRANTED subject to the conditions referenced in paragraph 3 above.
 ___ DENIED
5. This Order shall take effect immediately upon issuance by the City Clerk.
6. All further development on the property shall be made in accordance with the terms and conditions of this order.
7. Other: _____

DATED: _____

City Clerk



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Monthly Departmental Presentations:

ITS/GIS - June, 2017

Public Works - July, 2017

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/21/2017 - 4:42 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

The Commission has scheduled a Public Input - Budget Workshop on:

Tuesday, May 30, 2017 @ 6:30 P.M. in the City Commission Chambers

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/21/2017 - 4:42 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: July 5, 2017 Commission Meeting has been cancelled.

EXPLANATION OF REQUEST:

The first Commission meeting in July falls on Tuesday, July 4, 2017. On October 4, 2016 the Commission decided by consensus to move the meeting to Wednesday, July 5, 2017.

The Commission cancelled the July 5, 2017 Commission Meeting at the April 4, 2017 Commission Meeting.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/21/2017 - 4:42 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION:

Budget workshops for the FY 17/18 budget are scheduled in the Library Program Room on the following dates and times:

Monday, July 17, 2017 @ 5:00 P.M.

Tuesday, July 18, 2017 @ 10:00 A.M.

Wednesday, July 19, 2017 @ 2:00 P.M.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/21/2017 - 4:42 PM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Proposed Medical Cannabis Dispensary Ordinance - 6/20/17

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/28/2017 - 9:29 AM
Finance	Howard, Tim	Approved	4/28/2017 - 9:29 AM
City Manager	LaVerriere, Lori	Approved	4/28/2017 - 10:07 AM



CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/2/2017

REQUESTED ACTION BY COMMISSION: Draft workforce housing ordinance for discussion - 6/20/17

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	4/28/2017 - 9:29 AM
Finance	Howard, Tim	Approved	4/28/2017 - 9:29 AM
City Manager	LaVerriere, Lori	Approved	4/28/2017 - 10:07 AM