

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

AGENDA REGULAR MEETING #9-2016 MAY 26, 2016 – 7:00 PM AT DISTRICT OFFICES ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes **Page 5**
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed **Page 11**
 - B. Loxahatchee River District Dashboard **Page 12**
5. Consent Agenda (see next page) **Page 13**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Procurement Policy **Page 46**
 - C. Auditing Services Contract Renewal **Page 73**
 - D. Retirement Plan Update **Page 81**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 128**
9. Board Comments
10. Adjournment

“...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

Submitted by:
Date: February 8, 2016

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

5. CONSENT AGENDA

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Final Assessment – Riverside Dr Ph 3 (Resolution 2016-19) **Page 14**
- B. Final Assessment – Clark Ln Ph II (Resolution 2016-20) **Page 21**
- C. Hyland Terrace – to amend annual contract (Lazarus) **Page 28**
- D. Polymer Contract piggyback renewal – to authorize renewal **Page 30**
- E. Lift Station #6 Rehabilitation – to award contract **Page 33**
- F. Loxahatchee River Road Force Main Extension – award of contract **Page 36**
- G. Policy and Procedures – to approve **Page 43**
- H. Change Orders to Current Contracts – to approve modifications **Page 44**

7. REPORTS

- A. Neighborhood Sewering **Page 89**
- B. Legal Counsel's Report **Page 92**
- C. Engineer's Report **Page 96**
- D. Busch Wildlife Sanctuary **Page 101**
- E. Friends of the Loxahatchee River **Page 102**
- F. Director's Report **Page 106**

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D. Albrey Arrington, Ph.D., Executive Director

AGENDA
PUBLIC HEARING #7-2016
MAY 26, 2016 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Assessment Roll for Riverside Dr. Ph 3
4. Comments from the Board
5. Adjournment

".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

Submitted by:
Date: May 16, 2016

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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D. Albrey Arrington, Ph.D., Executive Director

AGENDA
PUBLIC HEARING #8-2016
MAY 26, 2016 - 6:57 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Assessment Roll for Clark Lane Ph II
4. Comments from the Board
5. Adjournment

".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

Submitted by:
Date: May 16, 2016

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: May 16, 2016

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of April 21, 2016. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the April 21, 2016 Regular Meeting as submitted.”

J:\BOARD\MinutesSamples\MinutesMemo.docx

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Ref: #6-2016

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
APRIL 21, 2016

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of April 21, 2016 to order at 7:01 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Dr. Rostock
Mr. Boggie
Mr. Silverman
Mr. Snyder
Mr. Rockoff

Staff Members in attendance were Dr. Arrington, Mr. Yerkes, Mr. Vaughn, Mr. Dean, Ms. Peterson and Mr. Howard.

Consultants in attendance were Mr. Muniz and Mr. Koroshec from Hazen and Sawyer, Ms. Miranda from Holtz, Ms. Marshall from Mathews, and Mr. Shenkman with DeSantis, Gaskill.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of March 17, 2016 were presented for approval and the following motion was made.

MOTION: Made by Mr. Snyder, Seconded by Mr. Rockoff,
Passed Unanimously.

“THAT THE GOVERNING BOARD approve the minutes of the March 17, 2016 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Items 5D and 5F were deleted.

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard highlighted the District's accomplishments providing in reuse water to our customers.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

MOTION: Made by Mr. Rockoff, Seconded by Mr. Silverman,
Passed unanimously.

"THAT THE GOVERNING BOARD approve the Consent Agenda of April 21, 2016 as amended deleting Item 5D and 5F."

The following motions were approved as a result of the Board's adoption of the Consent Agenda:

A. Notice of Intent to Assess – Lenmore Drive (Resolution 2016-16)

"THAT THE GOVERNING BOARD approve Resolution 2016-16, the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the Lenmore Drive Assessment Area."

B. Preliminary Assessment – Riverside Dr Ph 3 (Resolution 2016-17)

"THAT THE GOVERNING BOARD approve Resolution 2016-17 adopting the Riverside Dr Ph 3 Preliminary Assessment Roll and Exhibits."

C. Preliminary Assessment – Clark Ln Ph II (Resolution 2016-18)

"THAT THE GOVERNING BOARD approve Resolution 2016-18 adopting the Clark Lane Ph II Preliminary Assessment Roll and Exhibits."

E. Data Flow Central Tower Unit – to approve purchase

"The District Governing Board has received documentation from the Purchasing Agent that the following materials can only be obtained through a "sole source", as described in the District Procurement Policy, and approves excepting this purchase from bidding requirements; therefore

"THAT THE DISTRICT GOVERNING BOARD authorizes award of contract to

Data Flow Systems, Inc., for a “Second Polling Loop for Priority Sites” in accordance with their Quote No. 160122-01-DW dated March 15, 2016 in the amount of \$73,746.00.”

G. Disposal of Fixed Assets – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the property listed in the schedule above. The fixed assets have no book value.”

H. Alternate A1A 16” Force Main Bridge Crossing – to award off-site engineering contract

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Mathews Consulting, Inc, for the Alt. A1A 16” Force Main Extension, in accordance with their proposal dated April 12, 2016, in the amount of \$125,429.00.

and

The Board authorizes a Contingency Amount of \$6,250.00.”

I. Maplewood Dr Force Main Extension – to award contract

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Felix Associates of S. Florida, Inc, for the Maplewood Drive Force Main Extension, in accordance with their bid dated April 7, 2016, in the amount of \$149,401.00.

and

The Board authorizes a Contingency Amount of \$7,500.00.”

J. Turtle Creek Subsystem 3 Engineering – to award contract

“THAT THE DISTRICT GOVERNING BOARD authorize approval of the Agreement with Holtz Consulting Engineers, Inc., for the Turtle Creek-North End-Subsystem 3 Low Pressure Force Main System, in accordance with their proposal dated March 28, 2016, and in the amount of \$74,409.00.

And

The Board authorizes a Contingency Amount of \$4,000.00.”

K. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. Consent Agenda Items Pulled for Discussion.

No items were pulled for discussion.

B. Reuse Week Proclamation

Dr. Arrington informed the Board that the District had been selected to receive the 2016 Reuse system of the Year Award in the 5 to 15 MGD category.

MOTION: Made by Mr. Silverman, Seconded by Mr. Rockoff,
Passed Unanimously.

“THAT THE GOVERNING BOARD authorize Chairman Boggie to execute the attached Proclamation declaring May 15 – 21, 2016 as Water Reuse Week.”

Dr. Arrington informed the Board that the District was also awarded the 2016 FWEA Collection System of the Year Award in the Large Systems Category. In recognition of the excellent performance of the reclamation and collection systems and the District’s dedicated and motivated staff, Dr. Arrington proposed the following motion:

MOTION: Made by Mr. Rockoff, Seconded by Dr. Rostock,
Passed Unanimously.

“THAT THE GOVERNING BOARD authorize the Executive Director to distribute to all LRD employees, as of April 22, 2016, a one-time net bonus of \$500.00 to recognize the consistent, excellent performance of the Loxahatchee River Environmental Control District as measured against our peers throughout the State of Florida.”

C. Procurement Policy

Dr. Arrington reviewed the proposed changes the Procurement Policy. No action was taken.

D. Amendment of IQ Agreements

Dr. Arrington reviewed the IQ agreement amendment. The Board requested a progress update in six months.

MOTION: Made by Mr. Silverman, Seconded by Dr. Rostock,
Passed Unanimously.

“THAT THE GOVERNING BOARD approve the form of the Renewal Irrigation Quality Water Agreement – 2016 Amendment, and authorize the Executive Director to execute such amendment with all IQ customers with an Irrigation Quality Water Agreement expiration date prior to April 6, 2020.”

7. REPORTS

The following reports stood as written:

A. NEIGHBORHOOD SEWERING

B. LEGAL COUNSEL'S REPORT

C. ENGINEER'S REPORTS

D. BUSCH WILDLIFE SANCTUARY

E. FRIENDS OF THE LOXAHATCHEE RIVER

F. DIRECTOR'S REPORT

8. FUTURE BUSINESS

The Board requested the May, 2016 meeting be scheduled for May 26, 2016.

9. COMMENTS FROM THE BOARD

The Board requested Mr. Hitzig attend the May or June meeting to discuss safety procedures in handling the sanctuary animals.

Ms. Snyder noted the great work Mr. Howard had done improving the billing system.

10. ADJOURNMENT

MOTION: Made by Mr. Silverman, Seconded by Mr. Rockoff,
Passed Unanimously.

“That the Regular Meeting of April 21, 2016 adjourn at 8:07.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status Busch Wildlife Sanctuary Safety Protocols

This month Mr. Hitzig will present the safety protocols used for handling the animals at the Sanctuary.



In the coming months we will report on some of the interesting projects the WildPine Laboratory staff have been working on including:

- Assessing the Oyster Restoration sites
- Trends we are observing in our Seagrass monitoring
- New findings from our Sucralose/Spenda monitoring in Jones and Sims Creeks
- New monitoring for Dubois lagoon

LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



Stewardship		Wastewater						Engineering	General Business					EHS	River Health		
# People educated at RC		Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewer Overflow	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (non-assessment)	Operating Expenses	Capital Projects		Employee Safety	Lainhart Dam Daily Flow	Salinity @ NB seagrass beds	River Water Quality
Benchmark / Customer Expectation	# people	million gallons/day	# days demand not met	# blockages with damage in home	# occurrences	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	Flow (cfs)	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level	≥ 1,500	< 7.7	Zero	Zero	Zero	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥ 80%	≥ 80%	Zero	mean ≥ 69	min ≥ 20 ‰	90% of sites ≤ 200
Yellow	≤ 1,500	< 8.8	≥ 2	1	≤ 2	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥ 60%	≥ 60%	-	mean ≥ 35	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
Red	≤ 1,250	≥ 8.8	≥ 9	≥ 2	> 2	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	min < 35	min < 10 ‰	≥ 2 sites > 400
2012 Baseline	1,691	6.7	0	0	1	1	1,162		\$ 21,205,340	101%	86%	95%	87%	0	108	22	1 > 200
2013 Baseline	2,118	6.8	1	0	1	0	1,029		\$ 25,550,033	105%	91%	88%	52%	0	132	20.0	1 > 200
2014 Baseline	2,120	6.8	0	0	1	0	978	11	\$ 27,415,251	102%	104%	95%	86%	0	140	21.9	1 > 200
2015 Baseline	2,139	6.8	0	0	1	0	1,093	14	30,199,659	104%	111%	92%	78%	0	78	24.8	0 > 200
2015	Apr	1,994	7.1	0	0	1	1047	15	\$ 29,021,808	107%	123%	100%	75%	0	18	31.3	0 > 200
	May	1,679	6.5	0	0	1	1088	20	\$ 30,492,614	107%	120%	84%	75%	0	9	31.3	0 > 200
	June	3,241	6.2	0	0	0	1135	15	\$ 29,691,353	106%	116%	84%	75%	0	28	29.8	0 > 200
	July	3,276	6.2	0	1	0	1208	14	\$ 30,937,341	107%	113%	75%	75%	0	53	29.9	0 > 200
	Aug	1,849	6.4	0	0	0	1128	6	\$ 30,471,102	109%	111%	75%	67%	0	78	23.8	Incomplete
	Sept	1,359	6.8	1	0	1	1097	5	\$ 31,672,070	108%	110%	84%	50%	1	223	9.5	0 > 200
	Oct	1,604	6.4	0	0	1	978	18	\$ 31,318,759	96%	70%	100%	89%	0	83	25.3	0 > 200
	Nov	1,276	6.5	0	0	4	1026	15	\$ 32,678,126	94%	78%	100%	82%	0	58	30.1	0 > 200
	Dec	1,405	7.2	0	0	0	1023	20	\$ 32,536,481	94%	82%	100%	82%	0	196	13.9	2 > 200
2016	Jan	1,689	7.6	0	0	1	962	14	\$ 33,243,678	94%	82%	100%	82%	0	160	11.0	0 > 200
	Feb	2,811	7.6	0	0	3	903	15	\$ 34,527,506	95%	83%	100%	82%	0	193	8.6	0 > 200
	Mar	2,934	7.4	0	0	2	1042	14	\$ 33,770,240	96%	86%	100%	82%	0	115	12.4	1 > 200
	Apr	1,866	6.9	0	0	2	974	15	\$ 33,632,921	95%	90%	100%	82%	0	117	9.3	0 > 200
Consecutive Months at Green	4	83	34	9	0	33	68	4	83	49	2	8	7	7	5	0	4
Metric Owner	O'Neill	Vaughn	Vaughn	Vaughn	Vaughn	Vaughn	Vaughn	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Vaughn	Howard	Howard	Howard

Metric

Sewer Overflow
River Salinity

Explanation

We had 2 sewer overflows in March: (1) a relic low pressure Y check valve failed; (2) loss of FPL power and failure of our battery backup alarm system resulted in a gravity sewer overflow.
We received >7" of rainfall in March, which led SFWMD to open S-46 flood control structure from March 25 through April 7. While S-46 discharges were minimal (max 342 cfs; average flow 130 cfs), they were sufficient to reduce salinity at North Bay.

Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Executive Director
DATE: May 16, 2016
SUBJECT: Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

- A. Final Assessment – Riverside Dr Ph 3 (Resolution 2016-19)
- B. Final Assessment – Clark Ln Ph II (Resolution 2016-20)
- C. Hyland Terrace – to amend annual contract (Lazarus)
- D. Polymer Contract piggyback renewal – to authorize renewal
- E. Lift Station #6 Rehabilitation – to award contract
- F. Loxahatchee River Road Force Main Extension – award of contract
- G. Policy and Procedures – to approve
- H. Change Orders to Current Contracts – to approve modifications

Should you have any questions in regard to these items, I would be pleased to discuss them further with you.

The following motion is provided for Board consideration:

"THAT THE GOVERNING BOARD approve the Consent Agenda of May 26, 2016 as presented."

Signed,

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

D. Albrey Arrington
Executive Director

L:/Board/Consent

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

CONRAD J. DeSANTIS
Business & Real Estate
Also Admitted in Pennsylvania

TIMOTHY W. GASKILL
Business, Probate
Family Litigation

DONALD R. SMITH
Personal Injury & Wrongful Death
Commercial Litigation

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney

BROOKE A. GROGAN



DeSANTIS, GASKILL, SMITH & SHENKMAN, P.A.
ATTORNEYS & COUNSELORS AT LAW

ESTABLISHED 1973
11891 U.S. HIGHWAY ONE, SUITE 100
NORTH PALM BEACH, FLORIDA 33408
TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841
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MINDY VASSER
PERSONAL INJURY
ROBIN B. MODLIN, CP
TERRI L. VLASSICK
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI

May 4, 2016

D. Albrey Arrington, Ph.D., Executive Director
Clint Yerkes, Deputy Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Drive
Jupiter, Florida 33458-8964

Re: Resolution 2016-19 and FINAL Assessment Roll for Riverside Drive Phase 3

Dear Albrey & Clint:

Attached to this letter is Transfer of Property Lien, Resolution 2016-19, Exhibit "A" Final Assessment Roll, Exhibit A Map, and the most recent Exhibit "B" list of property owners, as part of the Resolution.

A SUGGESTED MOTION for the Board at the MAY 26, 2016 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2016-19 adopting the Riverside Drive Phase 3 FINAL Assessment Roll and Exhibits."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

RESOLUTION NO. 2016-19

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **RIVERSIDE DRIVE PHASE 3** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **RIVERSIDE DRIVE PHASE 3** ASSESSMENT AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements constructed in the **RIVERSIDE DRIVE PHASE 3** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2016-13 & 2016-17** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 26th day of MAY, 2016 at 6:55 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE DISTRICT THAT:

Section 1. The Governing Board confirms the Special Assessment Roll attached hereto as Exhibits “A” and “B” without further modification. The unit of measurement for each assessment area is that each parcel is assessed equally.

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2016-13 & 2016-17** of the District.

Section 3. In accordance with District Rule Chapter 31-11, and Florida Statutes Chapter 197, said Special Assessment Liens shall remain liens co-equal with the lien of all State, County, District and Municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. Any failure to so pay these non-ad valorem Special Assessments shall be a default hereunder and will cause a tax certificate to be issued against the property which may result in a loss of title.

RESOLUTION 2016-19

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health released the system for service on March 25, 2016, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 5. The **District Clerk, as the designee of the chairman** of the Governing Board, **is directed to certify the non-ad valorem assessment roll, on a compatible electronic medium tied to the property identification number** and deliver it to the tax collector by September 15 of each year, or as otherwise provided for in the agreements with the tax collector. The certification shall be made on **Form DR-408A**.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 26th day of MAY, 2016.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:
VOTE

GORDON M. BOGGIE, Chairman

STEPHEN B. ROCKOFF

HARVEY M. SILVERMAN

JAMES D. SNYDER

DR. MATT H. ROSTOCK

Projects/Special/Assessmt/FinalResolution

EXHIBIT "A"
FINAL ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
RIVERSIDE DRIVE PHASE 3 ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **RIVERSIDE DRIVE PHASE 3** Assessment Area shall be **\$5,737.08** per parcel of property in the **RIVERSIDE DRIVE PHASE 3** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement and each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of the total cost.

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **RIVERSIDE DRIVE PHASE 3** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$5,163.37**.

PAYMENT OF ASSESSMENT. As to Parcels of **RIVERSIDE DRIVE PHASE 3** Assessment Area Property in EXHIBIT "B", the **\$5,163.37** assessment may be paid, interest free, at the office of the District on or before May 1, 2017.

Owners who do not pay the \$5,163.37 assessment on or before May 1, 2017 shall have the \$5,163.37 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2016, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$482.66, commencing with the November 1, 2017 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
D. Albrey Arrington, District Clerk, Executive Director

PREPARED BY AND RETURN TO: WC-53
Curtis L. Shenkman, Esquire
DeSantis, Gaskill, Smith & Shenkman, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408

**TRANSFER OF PROPERTY LIEN TO NON-AD
VALOREM TAX BILL & CERTIFICATION OF SPECIAL
ASSESSMENT ROLL FOR RIVERSIDE DRIVE PHASE 3 SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2002-358, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 26th day of MAY, 2016, passed Resolution 2016-19 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **RIVERSIDE DRIVE PHASE 3** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolutions 2016-13, recorded on **MARCH 21, 2016 in Official Record Book 28173, Pages 511 through 517, in the Public Records of PALM BEACH County, Florida.**

Any inquiries as to payment of special assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458
(561) 747-5700

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on May 18, 2016, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
D. Albrey Arrington, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on May 26, 2016, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA

Ms. Betty Williams
re: 19625 Riverside Dr
19625 Riverside Dr
Jupiter FL 33469
00-42-40-25-00-000-1200

Ms. Marva Stone
re: 19595 Riverside Dr
19595 Riverside Dr
Jupiter FL 33469
00-42-40-25-00-000-1210

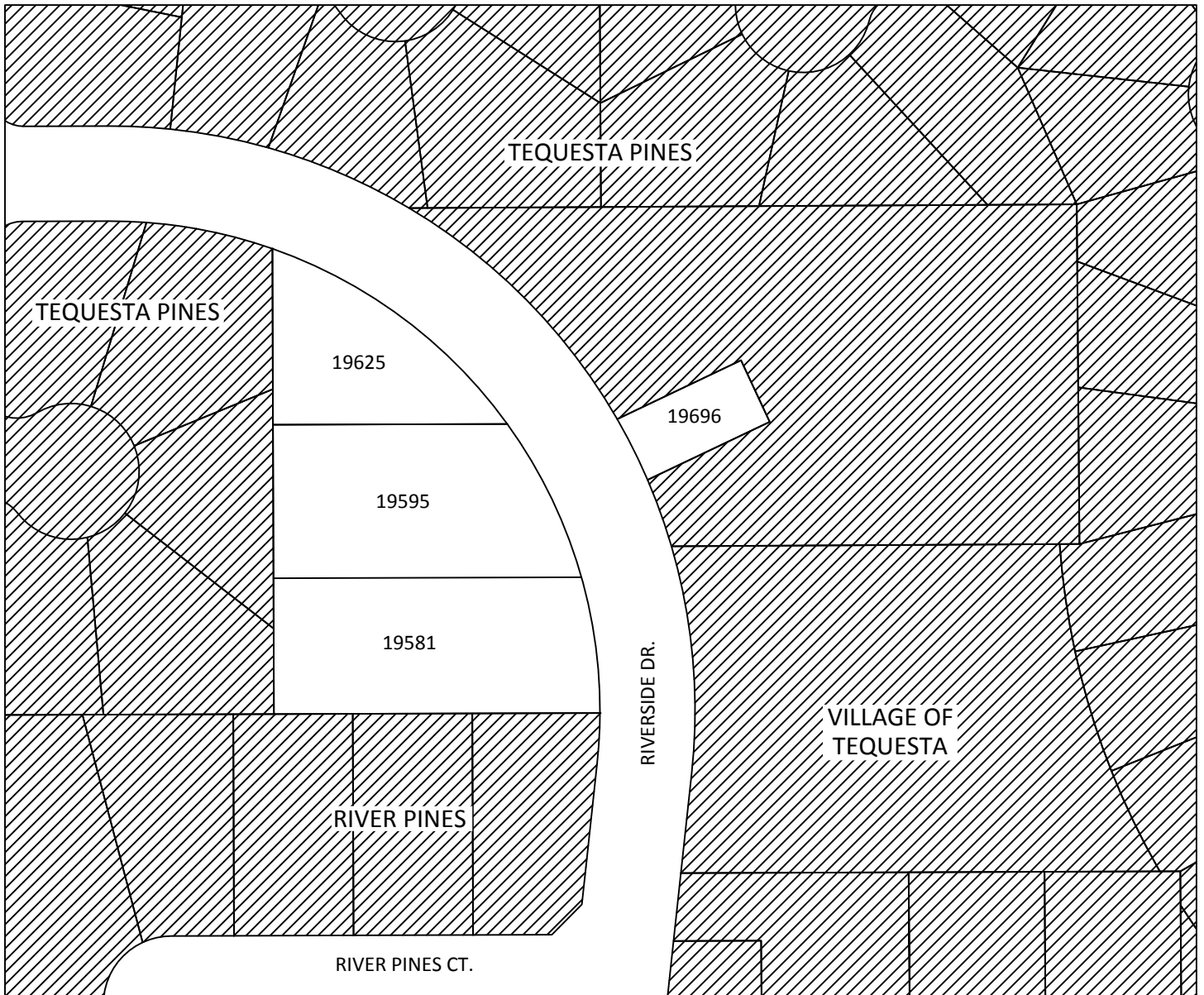
Mr. Shaheed Stone
re: 19595 Riverside Dr
19581 Riverside Dr
Jupiter FL 33469
00-42-40-25-00-000-1220

Mr. Andres Miller
re: 19696 Riverside Dr
PO Box 10241
W Palm Bch FL 33419
00-42-40-25-00-000-1270

EXHIBIT "B"

RIVERSIDE DRIVE - PHASE III

LOW PRESSURE SEWER SYSTEM



LEGEND



NOT IN ASSESSMENT AREA

TEQUESTA, FLORIDA

CONRAD J. DeSANTIS
Business & Real Estate
Also Admitted in Pennsylvania

TIMOTHY W. GASKILL
Business, Probate
Family Litigation

DONALD R. SMITH
Personal Injury & Wrongful Death
Commercial Litigation

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney

BROOKE A. GROGAN



DeSANTIS, GASKILL, SMITH & SHENKMAN, P.A.
ATTORNEYS & COUNSELORS AT LAW
ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE 100
NORTH PALM BEACH, FLORIDA 33408
TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841
Shenkman@LawPalmBeach.com

LEGAL ASSISTANTS
CIVIL TRIAL, PROBATE
AND FAMILY LAW
KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER
PERSONAL INJURY
ROBIN B. MODLIN, CP
TERRI L. VLASSICK
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI

May 4, 2016

D. Albrey Arrington, Ph.D., Executive Director
Clint Yerkes, Deputy Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Drive
Jupiter, Florida 33458-8964

Re: Resolution 2016-20 and FINAL Assessment Roll for CLARK LANE PH II

Dear Albrey & Clint:

Attached to this letter is Transfer of Property Lien, Resolution 2016-20, Exhibit "A" Final Assessment Roll, Exhibit A Map, and the most recent Exhibit "B" list of property owners, as part of the Resolution.

A SUGGESTED MOTION for the Board at the MAY 26, 2016 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2016-20 adopting the CLARK LANE PHASE II FINAL Assessment Roll and Exhibits."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

RESOLUTION NO. 2016-20

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **CLARK LANE PH II** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **CLARK LANE PH II** ASSESSMENT AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS "A" AND "B"; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the "District") has authorized the sewer improvements constructed in the **CLARK LANE PH II** Assessment Area; and

WHEREAS, The District's previous Resolutions **2015-21 & 2016-18** were approved by the District's Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 26th day of MAY, 2016 at 6:57 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE DISTRICT THAT:

Section 1. The Governing Board confirms the Special Assessment Roll attached hereto as Exhibits "A" and "B" without further modification. The unit of measurement for each assessment area is that each parcel is assessed equally.

Section 2. The Special Assessment is in compliance with the "Ellis Rule" requirement of District Rule 31-10.011, and Resolution Nos. **2015-21 & 2016-18** of the District.

Section 3. In accordance with District Rule Chapter 31-11, and Florida Statutes Chapter 197, said Special Assessment Liens shall remain liens co-equal with the lien of all State, County, District and Municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. Any failure to so pay these non-ad valorem Special Assessments shall be a default hereunder and will cause a tax certificate to be issued against the property which may result in a loss of title.

RESOLUTION **2016-20**

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health released the system for service on April 6, 2016, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 5. The **District Clerk, as the designee of the chairman** of the Governing Board, **is directed to certify the non-ad valorem assessment roll, on a compatible electronic medium tied to the property identification number** and deliver it to the tax collector by September 15 of each year, or as otherwise provided for in the agreements with the tax collector. The certification shall be made on **Form DR-408A**.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 26th day of MAY, 2016.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:
VOTE

GORDON M. BOGGIE, Chairman

STEPHEN B. ROCKOFF

HARVEY M. SILVERMAN

JAMES D. SNYDER

DR. MATT H. ROSTOCK

Projects/Special/Assessmt/FinalResolution

EXHIBIT "A"
FINAL ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
CLARK LANE PH II ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **CLARK LANE PH II** Assessment Area shall be **\$6,643.79** per parcel of property in the **CLARK LANE PH II** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement and each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of the total cost.

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **CLARK LANE PH II** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$5,979.41**.

PAYMENT OF ASSESSMENT. As to Parcels of **CLARK LANE PH II** Assessment Area Property in EXHIBIT "B", the **\$5,979.41** assessment may be paid, interest free, at the office of the District on or before May 1, 2017.

Owners who do not pay the \$5,979.41 assessment on or before May 1, 2017 shall have the \$5,979.41 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2016, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$558.94, commencing with the November 1, 2017 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
D. Albrey Arrington, District Clerk, Executive Director

PREPARED BY AND RETURN TO: WC-53
Curtis L. Shenkman, Esquire
DeSantis, Gaskill, Smith & Shenkman, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408

**TRANSFER OF PROPERTY LIEN TO NON-AD
VALOREM TAX BILL & CERTIFICATION OF SPECIAL
ASSESSMENT ROLL FOR CLARK LANE PH II SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2002-358, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 26th day of MAY, 2016, passed Resolution 2016-20 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **CLARK LANE PH II** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolutions 2015-21, recorded on **JULY 2, 2015 in Official Record Book 27647, Pages 350 through 356, in the Public Records of PALM BEACH County, Florida.**

Any inquiries as to payment of special assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458
(561) 747-5700

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on May 26, 2016, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
D. Albrey Arrington, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on May 26, 2016, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA

Mr. Charles Hastie
re: 322 Clark Ln
322 Clark Ln
Jupiter FL 33477
30-43-41-06-00-002-0031

Mr. Richard Ekholm
re: 320 Clark Ln
320 Clark Ln
Jupiter FL 33477
30-43-41-06-00-002-0070

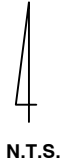
Ms. Louise Daniels
re: 318 Clark Ln
318 Clark Ln
Jupiter FL 33477
30-43-41-06-00-002-0090

EXHIBIT "B"

CLARK LANE - PHASE II

LOW PRESSURE SEWER SYSTEM

ASSESSMENT AREA



LEGEND

 NOT IN ASSESSMENT AREA

JUPITER, FLORIDA

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.
Executive Director

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: MAY 6, 2016

SUBJECT: LOW PRESSURE SEWER SYSTEM GENERAL SERVICES ANNUAL CONTRACT
AUTHORIZATION FOR HYLAND TERRACE

The District has an Annual Contract with The Lazarus Group, Inc. for General Construction Services for Low Pressure Sewer Systems, which includes a detailed unit price list.

The Hyland Terrace project has been permitted as one project through Martin County although it will comprise several separate District assessment areas due to the variations between each of the streets in the Hyland Terrace area. We will provide a fair and equitable assessment appropriate to the construction requirements of each of the streets.

The contractor has provided construction costs for each of the areas based upon the unit prices in the Annual Contract (see attached), and we are prepared to proceed with the entirety of the project at this time. This item is being brought to the Board for approval since the total of the individual projects will exceed the Executive Director's signing authority although each of the component areas is less than \$35,000.00.

The following motion is suggested for approval of these projects:

“THAT THE DISTRICT GOVERNING BOARD authorize amendment to the Annual Low Pressure Sewer System General Services Contract with The Lazarus Group, Inc. for the Hyland Terrace neighborhoods, in the amount of \$83,036.26;
and
THAT THE DISTRICT GOVERNING BOARD authorize a contingency amount of \$4,100.00.”

Thank you for your consideration and please contact me or Kris Dean if you have any questions.

V:/cip/proj/HylandTerrProp/board memo award

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

HYLAND TERRACE CONSTRUCTION COST SUMMARY

SE WHISPERING PINES TRAIL (Hyland Terrace)	\$ 2,572.34
SE HARKEN TERRACE	\$13,157.80
SE LINDEN ST.	\$19,681.33
SE COUNTY LINE RD.	\$17,462.34
SE SEMINOLE TERR.	\$14,843.35
SE PINEGROVE ST.	<u>\$15,319.10</u>
TOTAL	\$83,036.26

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

DATE: May 16, 2016

DEPARTMENT: Administration
Clinton R. Yerkes, Deputy Executive Director

Operations
Tom Vaughn, Director of Operations

BUDGET: \$110,000.00

PURCHASE
AMOUNT: Est. \$110,000.00 per year.

ACTION

REQUEST: Authorize Award of Contract for the purchase of Polymer from SNF Polydine, Inc.

DESCRIPTION: The District proposes “piggy-backing” the contract with Seacoast Utility Authority (SUA) through May 31, 2018. The contract was recently extended by Seacoast and SNF Polydine, Inc. for the first renewal period of the contract. The District has received good service from this contractor and has received consent from both SUA and SNF for the piggyback award.
This is a 2 Year Contract with option to extend for an additional 2 Year period.

SUGGESTED MOTION:

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Seacoast Utility Authority contract (Bid No. 14-556-WW) extension with SNF Polydine, Inc. for provision of bulk polymer at the price of \$1.04 per pound in accordance with the contract terms for the period June 1, 2016 through May 31, 2018, an estimated annual cost of \$110,000.00.”

V:/special/annual contract2016/Polymer/Board Memo 5-17-2016.doc

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

April 15, 2016

Ms. Dawn Phillips
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410

Subject: **Bid No.: 14-556-WW; Wastewater Treatment Plant Chemical - Polymer**

Dear Ms. Phillips,

Polydyne Inc. is pleased to accept an extension of the referenced contract for an additional year. The products and prices will remain unchanged and are as follows:

Product	Price/Lb.
CLARIFLOC® SE-1021	\$1.04

The new Contract term will be **June 1, 2016 through May 31, 2018.**

All other terms and conditions will remain the same.

It has been a pleasure doing business with the Seacoast Utility Authority, and we look forward to continuing our valued supply position. Should you have any questions regarding this correspondence, please feel free to contact me at (912) 880-2035.

Best Regards,



Boyd Stanley
Business Director



www.polydyneinc.com

Emailed to: Hazel.figueroa@loxahatcheeriver.org

May 13, 2016

Ms. Hazel Figueroa
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

Dear Ms. Figueroa:

Polydyne Inc. would like to offer the Loxahatchee River District the opportunity to piggy-back from the current Seacoast Utility Authority Contract, Bid No. 14-556-WW for Wastewater Polymers.

The period of this Contract is June 1, 2016 through May 31, 2018. Pricing for Clarifloc SE-1021 will be \$1.04/Lb. delivered.

If this offer is acceptable, please send notification by email to: polybiddpt@snfhc.com. If you have any questions or need further assistance, please feel free to contact Larry Fenimore, Regional Sales Manager, at (305) 409-3938. We thank you for your business and look forward to working with you for the duration of this contract.

Best regards,

A handwritten signature in blue ink, appearing to read "Boyd Stanley".

Boyd Stanley
Business Director

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.
Executive Director

FROM: CLINTON R. YERKES *CR*
Deputy Executive Director

DATE: MAY 9, 2016

SUBJECT: LIFT STATION #6 REHABILITATION
AWARD OF CONTRACT

This is a budgeted item for the current fiscal year under Lift Station Rehabs.

Lift Station #6 is located at the south end of Commerce Way in the entrance to an existing strip office building. (See attached map) The lift station piping was in need of replacement and access has always been a problem. Mr. Dean worked with the property owner to obtain a revised easement that would permit access and modify piping at the site.

The project was advertised for several weeks and 2 complete bids were obtained. The low bid has been reviewed by the District Engineer and his recommendation for award is attached.

The following motion is suggested for approval of this project:

“THAT THE DISTRICT GOVERNING BOARD authorizes Award of Contract to Intercounty Engineering, Inc. for the Lift Station #6 Rehabilitation Contract, in the amount of \$112,000.00;

and

THAT THE DISTRICT GOVERNING BOARD authorizes a contingency amount of \$5,600.00.”

Thank you for your consideration and please contact me or Kris Dean if you have any questions.

V:/cip/proj/Lift Sta/LS#6/board memo award

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
Clinton Yerkes, Deputy Executive Director

DATE: May 9, 2016

DEPARTMENT: Kris Dean, P.E., Director of Engineering Services

SUBJECT: Lift Station #6 Rehabilitation - Engineer's Recommendation

On May 3, 2016 the District received a total of two (2) sealed bids for the subject project as summarized below and verified in the attached Bid Opening Checklist and Bid Tabulation.

Intercounty Engineering, Inc.	\$112,000.00
Hinterland Group, Inc.	\$125,400.00

As the apparent low, an evaluation of Intercounty Engineering, Inc.'s bid was performed. They were found to be responsive and responsible. As such, we recommend award to Intercounty Engineering, Inc. in the amount of \$112,000.00.

Signed,

Kris Dean, P.E.
Director of Engineering Services

/KD

M:\CAPITAL PROJECTS\LS 6 Site Plan\Project Documents\Bid\Recommendation_kdean_050416.docx

Stephen B. Rockoff
Board Member

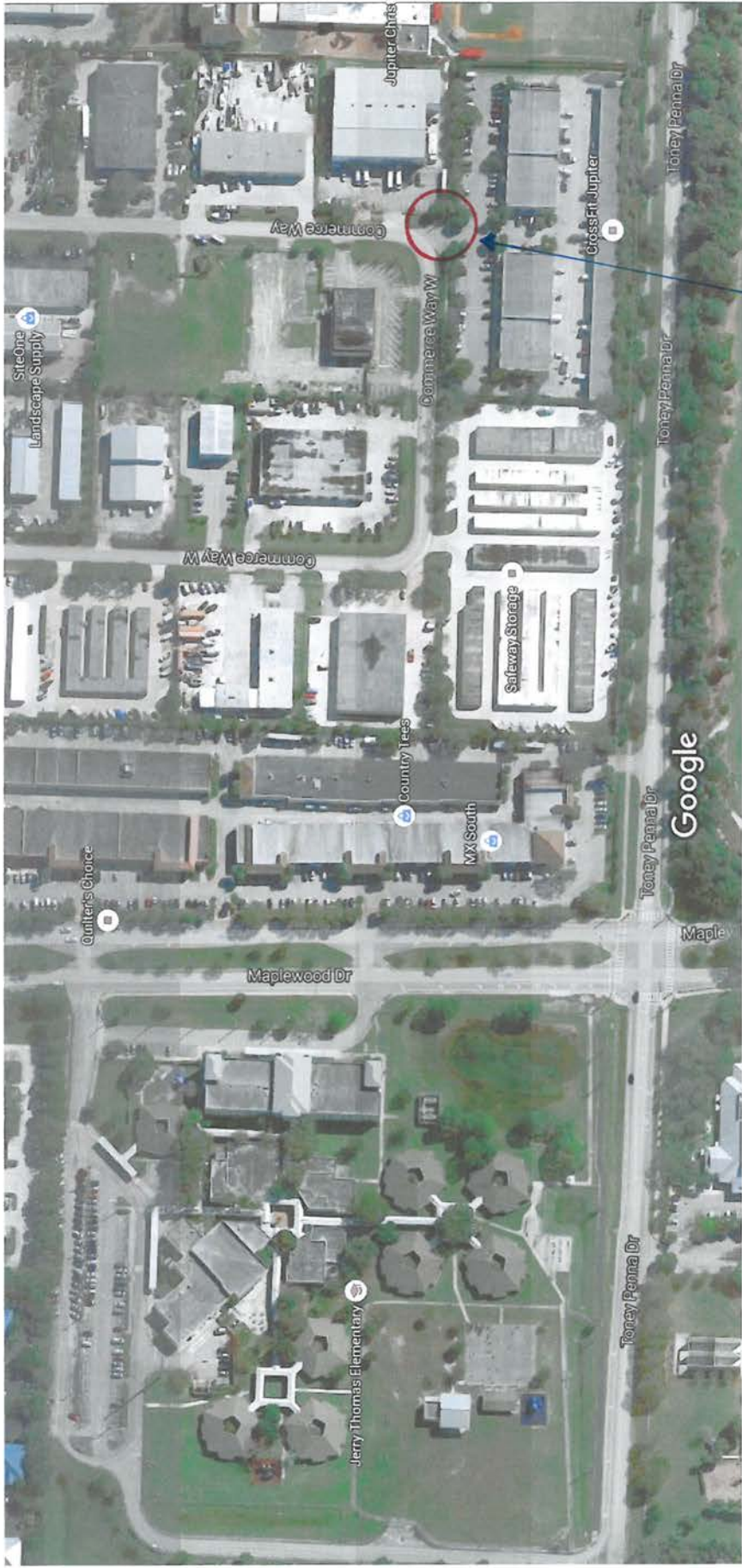
Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Google Maps Commerce Way



Imagery ©2016 Google, Map data ©2016 Google 200 ft

SUBJECT AREA

Commerce Way
Jupiter, FL 33458

Google Maps

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.
Executive Director

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: MAY 16, 2016

SUBJECT: LOXAHATCHEE RIVER RD. 4" FORCE MAIN EXTENSION
Award of Construction Contract

In order to provide sewer service to the Whispering Trails subdivision in the future the District will need a larger force main extended to areas north of Eagles Nest on Loxahatchee River Road.

The District is currently in the process of obtaining permits for the replacement of the 16" force main across a creek north of Eagles Nest. The permit to cross the creek has taken much longer than anticipated to obtain and construction was expected to be completed this fiscal year. With the upcoming sewerage of Whispering Trails and need to cross the creek again it appears to be an advantageous time to amend the current permit application(s) and combine these projects.

This will be budgeted for construction next fiscal year.

Holtz Consulting is also providing engineering services for the IQ Main repair project. The attached proposal for additional engineering services has been reviewed by staff and found to be acceptable.

The following motion is suggested for approval:

"THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Holtz Consulting Engineers Inc., for the Loxahatchee River Road 4" Force Main Extension, in accordance with their proposal dated May 12, 2016, in the amount of \$52,527.00.

and

The Board authorizes a Contingency Amount of \$2,600.00."

Thank you for your consideration of this matter and should you have any questions please contact me or Kris Dean.

V:/cip/proj/Lox RRd 4" FM/Eng/Board Awrd memo

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

**AGREEMENT BETWEEN
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND
HOLTZ CONSULTING ENGINEERS, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

**LOXAHATCHEE RIVER ROAD
4" FORCE MAIN EXTENSION**

WORK AUTHORIZATION: 2015-07

BACKGROUND

This Agreement is for the performance of engineering services by Holtz Consulting Engineers, Inc. (HCE) pursuant to the Continuing Contract for Professional Engineering Services between Loxahatchee River District (LRD) and HCE dated February 4, 2015, hereafter referred to as the Contract.

This project includes the extension of a new 4-inch force main along Loxahatchee River Road, from an existing 8-inch stub-out at the entrance of Eagles Nest north to connect to the existing force main system at Whispering Trails. The force main extension will provide a backup and alternative routing of wastewater flows in the sewage conveyance system. Installation of the new force main along Loxahatchee River Road is proposed to be via open-cut method with the exception of the portion that crosses under the bridge over a tributary of the Loxahatchee River, which is proposed to be installed via horizontal directional drilling (HDD) methods. This HDD installation of the force main is proposed to be done concurrently with a proposed 18-inch reclaimed water main crossing at the same location. The crossings from the west side of Loxahatchee River Road to the east side of Loxahatchee River Road are proposed to be installed via open-cut methods. No geotechnical investigation is included at this time, as it was included in the project to install the reclaimed water line.

The design elements are assumed to include the following:

- Approximately 3,700 linear feet of 4-inch PVC/HDPE force main per LRD standards to be installed via open-cut/directional bore methods along the east side of Loxahatchee River Road from the entrance of Eagles Nest neighborhood to connect to the existing force main at the entrance of Whispering Trails neighborhood (Wood Lake Road). Final pipeline lengths may increase or decrease due to field conditions.
- Restoration of all affected areas to existing conditions or better.

SCOPE OF WORK

LRD has requested comprehensive engineering services from HCE to provide surveying, engineering design, permitting, bidding assistance, and services during construction related to the Loxahatchee River Road Force Main Extension project. Specific tasks include the following:

1. Task 1 - Surveying Services
2. Task 2 - Engineering Design Services
3. Task 3 - Permitting Services
4. Task 4 - Bidding Services
5. Task 5 - Engineering Services during Construction

TASK 1 – SURVEYING SERVICES

HCE shall furnish the services of Lidberg Land Surveying, Inc. to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. Lidberg Land Surveying will prepare a route survey for the proposed force main extension along Loxahatchee River Road running between the entrance to Eagles Nest subdivision and terminating at the entrance to the Whispering Trails subdivision. The base file will include the adjacent recorded plats, right-of-way map for Loxahatchee River Road and adjacent deeds. The survey will be in State Plane Coordinates, North American Datum of 1983 and will locate the necessary pavement, driveways, sidewalks, curbs, walls, visible above ground utilities and large trees. Cross sections will be obtained at approximate 50 foot intervals, with additional elevations at any intermediate changes in grade, and will extend 15 feet beyond the right-of-way lines where possible. Permanent benchmarks will be established at approximate 600 foot intervals and will be referenced to National Geodetic Vertical Datum of 1929 (NGVD 29). The survey will include the top and invert elevations for any storm drainage and sanitary sewer structure, along with their respective pipe sizes and materials. Lidberg Land Surveying will contract with and coordinate having the existing utilities marked by Ground Hound Detection Services, Inc. This survey will incorporate the work previously performed by Lidberg for the Loxahatchee Creek crossing.

TASK 2 – ENGINEERING DESIGN SERVICES

HCE shall prepare detailed drawings and specifications depicting the installation of the proposed 4-inch force main system to be installed via open-cut, the crossing of Loxahatchee River Road, the proposed directional bore under the Loxahatchee tributary creek crossing, and the connection of the new force main to the existing force main system at Eagles Nest and Whispering Trails. Work will include the preparation of drawings and specifications for the construction of the work. HCE will coordinate a kick-off meeting, make site visits, and attend meetings as required. HCE shall prepare an engineer's opinion of probable cost of construction at the 30% submittal and at the completion of the design.

Approximately twelve (12) design drawings will be provided for this project. Plan and profile sheets will be prepared at a 1"= 20' scale. The preliminary drawing list is as follows:

- G-1 Cover and Index (Will Modify Loxahatchee River Road Reclaimed Water Main Replacement Cover and Index Sheet to include new force main)

- G-2 Legend and General Notes (Will Modify Loxahatchee River Road Reclaimed Water Main Replacement Legend and Notes to include new force main)
- P-1 Force Main Plan and Profile View 1
- P-2 Force Main Plan and Profile View 2
- P-3 Force Main Plan and Profile View 3 (Will Modify Loxahatchee River Road Reclaimed Water Main Replacement Proposed Site Plan to include new force main)
- P-4 Force Main Plan and Profile View 4
- P-5 Force Main Plan and Profile View 5
- P-6 Force Main Plan and Profile View 6
- P-7 Force Main Plan and Profile View 7
- D-1 Details Sheet 1 (Will Modify Loxahatchee River Road Reclaimed Water Main Replacement Proposed Site Plan to include new force main applicable details)
- D-2 Details Sheet 2 (Will Modify Loxahatchee River Road Reclaimed Water Main Replacement Proposed Site Plan to include new force main applicable details)
- D-3 Details Sheet 3

Engineer shall prepare the following submittals:

- 30% site plan and pipe layout plan for approval by LRD staff.
- 90% plans and specifications incorporating LRD's comments on the 30% submittal and including the force main profile.
- 100% plans and specifications incorporating LRD's comments on the 90% submittal for public bidding.
- Engineer's opinion of probable construction cost at the 30% submittal and at the 100% submittal based on the final bidding documents.

TASK 3 – PERMITTING SERVICES

HCE shall prepare permit applications for construction of the force main for submittal to the following agencies at the same time as the 90% design submittal, after incorporating comments on the 30% submittal. Permit fees will be paid by LRD. HCE will respond to requests for information (RFIs) from the permitting agencies:

- Palm Beach County Health Department – Notification / Application for Constructing a Domestic Wastewater Collection / Transmission System
- Palm Beach County Engineering – Right-of-Way Permit Application. The existing permit for the Loxahatchee River Road Reclaimed Water Main will be modified to include the force main improvements.
- Florida Department of Environmental Protection – Notice of Intent to Use an Environmental Resource General Permit

HCE will coordinate with the permitting agencies during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments.

TASK 4 – BIDDING SERVICES

HCE will perform, as required by LRD, the following services during the bidding or negotiating phase of the Project. These services are for additional bidding items that relate to the force main portion of the project and do not duplicate any efforts previously authorized under the Loxahatchee River Road Reclaimed Water Main Improvements.

1. Respond to questions related to the force main bidders may have concerning the bid documents and issue addenda as necessary to clarify the bid documents.

TASK 5 – ENGINEERING SERVICES DURING CONSTRUCTION

During the construction phase of the Project, HCE will provide the following services. These tasks are for additional services during construction items that relate to the force main portion of the project and do not duplicate any efforts previously authorized under the Loxahatchee River Road Reclaimed Water Main Improvements.

1. Review and comment on shop drawings and other documents submitted by the Contractor related to the force main. A total of 5 additional submittals by the Contractor (PVC force main, HDPE force main, pipe markers, directional drills, and MOT plans) are anticipated to be submitted for review and approval.
2. Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to requests for information.
3. Review quantities and payment application after review and approval by the field inspector and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications. A total of six requests are assumed, three of which are covered in the Reclaimed Water Main Authorization.
4. Review contractor's claims and prepare change orders as necessary.
5. Review and comment on the Record Drawings submitted by the Contractor.
6. Provide periodic visits to the project site to determine that the project is being constructed in substantial conformance with the permitted drawings to certify completion of construction to the PBCHD and evaluate the Contractor's compliance with the Contract Documents (approximately 8 additional weeks of actual construction and an average of 10

hours per week of site visits by the field inspector and two hours per week by the Engineer to monitor compliance with the design intent, permit, and contract requirements).

7. Verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The Engineer will inspect the completed work in a project walk-through and prepare a punch list of items remaining to be completed which will be attached to the certificate of substantial completion.
8. Verify that the work items identified on the punch list prepared under Item 7 above and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. The Engineer will ensure all final punch lists are satisfactorily completed prior to approval of the Contractor's Final Payment Request.
9. Submit the required information for the closing out of the permits.

DELIVERABLES

TASK	DELIVERABLE	QUANTITY
Task 2 – Engineering Design Services	30% Plans	2 Sets or each (24" x 36" Plans)
	90% Plans & Specifications	2 Sets (24" x 36" Plans)
	100% Plans & Specifications	2 Sets (24" x 36" Plans)
	Construction Cost Estimates	2 Copies
Task 3 – Permitting Services	Permit Applications (PBC, FDEP, and PBCHD)	2 Sets of each Permit Application
Task 4 – Bidding Services	Bidding Documents	Provided under reclaimed water main project
	Addendum	As Required
Task 5 – Engineering Services during Construction	Contract Documents	Provided under reclaimed water main project

TIME OF COMPLETION

HCE shall complete the project as outlined below in the project schedule.

- Task 1 – Surveying Services – 6 weeks from Notice to Proceed (NTP)
- Task 3 – Engineering Design Services
 - 30% plans – 3 weeks from receipt of Survey.
 - 90% plans and specifications – 6 weeks from receipt of comments from LRD staff on the 30% submittal.
 - 100% plans and specifications – 2 weeks from receipt of comments from LRD staff on the 90% submittal.
- Task 4 – Permitting Services – 4 weeks from receipt of comments from LRD staff on the 30% submittal to submit the permit applications.

- Task 5 – Bidding Services – 2 months from advertisement.
- Task 6 – 24 weeks from Contractor’s NTP (8 weeks of actual construction time).

SCHEDULE OF FEES

Proposed labor costs for engineering services (Lump Sum) are tabulated below and detailed in Attachment A.

TASK	ENGINEERING FEE
Task 1 – Surveying Services	\$14,711
Task 2 – Engineering Design Services	\$18,826
Task 3 – Permitting Services	\$4,595
Task 4 – Bidding Services	\$595
Task 5 – Engineering Services during Construction	\$13,800
TOTAL LUMP SUM	\$52,527

ASSUMPTIONS

1. All permit fees will be paid for by LRD.
2. Construction compaction and materials testing shall be the responsibility of the Contractor.

This Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
D. Albrey Arrington Ph.D., Executive Director

Date

HOLTZ CONSULTING ENGINEERS, INC.

By: David Holtz
David Holtz, PE, Vice President

5-12-16
Date

Item 5G

There are no updates to Policy and Procedures this month.

Change Orders

No Change Orders are presented for Board consideration this month.

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Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: MAY 18, 2016
SUBJECT: PROCUREMENT POLICY

District staff relies on our Procurement Policy for guidance and direction when purchasing goods, supplies, and services. The last revision to our Procurement Policy was approved by the Board in June, 2013. In the attached draft Procurement Policy, staff has made suggested revisions to our policy that clean up formatting, enhance organization, and improve the actual processes. In particular, we have worked to improve our Change Order approval process. Revisions to our Procurement Policy include:

1. Section 1.01 update Director of Operations to Director of Finance and Administration;
2. Section 1.02 provides a definition of “Change Order” and alphabetize Purchasing Principal definition;
3. Section 2.0 revise Category Two upper threshold from \$35,000 to \$50,000, and revise Category Three lower category from \$35,000.01 to \$50,000.01 and added sentence clarifying purchases may not be divided to fall into a lower category;
4. Section 2.01 provides authority for the Director of Finance and Administration to join in cooperative purchasing ventures;
5. Section 2.02 move “Request for Proposals” to fourth bullet, matching order of the introductory sentence.
6. Section 2.03(4) removed MBE from the list of factors potentially considered.
7. Section 2.04 Transactions exempt from competitive procurement:
 - a. Revised bullets from letters to numbers for more consistent formatting
 - b. #8 added refund of surety bonds
 - c. #11 added ‘deductibles’ to the list of insurance costs
 - d. #18 added clause to include “anticipated litigation”;
 - e. #23 added clause to clarify inclusion of “website design”;
 - f. #33 added software licenses for existing software
 - g. #34 added credit card processing fees
8. Section 2.04(4) added this section providing for District participation in Cooperative Purchase Programs (e.g., GSA Advantage);
9. Section 2.04(5) added this section (5) providing for District participation in Online Marketplaces (e.g., govdeals.com);
10. Added new Section 2.07 adding detail regarding approval of Change Orders based on Board discussion last month, and revised subsequent section numbers;
11. Section 2.10(1) added language stipulating two signatures (Board + executive staff) required on any transaction between the District and a Board member;
12. Section 2.11 added vendor/contractor requirement to ensure offers are made without collusion.
13. Section 2.12 revised legal review threshold from > \$35,000.01 to > \$50,000; and
14. Sections 6.0, 7.0, and 8.0 section numbers were revised to correct an earlier typographical error.

A marked-up final draft of our revised Procurement Policy is attached for your review. I believe the revised policy is an improvement; therefore, I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River District’s Procurement Policy as of May 26, 2016.”

F:\Albrey\Board Memos\2016-Apr_Procurement-Policy.docx

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Effective Date:

November 1, 2001

Revised – October 27, 2010

Revised – June 20, 2013

Revised – May 26, 2016



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PROCUREMENT POLICY**

1.0 EXECUTIVE SUMMARY

The District's Procurement Policy was created to establish public confidence in the procurement process, ensure that all persons involved in the procurement process are treated fairly and equitably, and provide the District with quality economical services and goods in a timely manner. The District strives to conduct the entire public purchasing process in an open and ethical manner, without conflicts of interest, favoritism, or the appearances of impropriety. To this end, while the District as an independent special district is only required to comply with certain specified procurement provisions in the Florida Statutes, such as those governing public construction, auditor selection and consultants competitive negotiation, the District has further limited itself as described in this policy to ensure fair, equitable, and open procurements. The District's Procurement Policy provides an effective central purchasing program that maximizes the value obtained by the District in the expenditure of public funds through free and open competition between the most qualified, responsive and responsible persons or firms interested in providing necessary goods and services to the District in a timely manner. As the District continues to grow, the need may arise and the District reserves the rights to waive, review, supplement, or rescind any policies or portion of the District's Procurement Policy from time to time as it deems appropriate. District Personnel will be notified of such changes to the District's Procurement Policy as they occur. This manual shall serve as a general guide, but specific questions or concerns related to construction contracts which are not addressed here should be directed to the Purchasing Principal. If necessary, Purchasing Principal will seek guidance from relevant Department Directors and/or the Executive Director.

1.01 AUTHORITY

The authority to procure and pay for goods or services for the District rests with the Executive Director and is carried out by either the Deputy Executive Director for all capital purchases or the Purchasing Agent under the supervision of the Director of ~~Operations-Finance and Administration~~ for all other purchases in accordance with applicable laws, rules, regulations, policies and procedures relating to the expenditures of public funds. The Purchasing Principal is the authorized representative of the District to procure materials for the District. In the Purchasing Agent's absence, the Warehouse Coordinator may procure materials on the District's behalf.

Before entering into any agreement, contract or arrangement that obligates the District to pay a sum of money or otherwise perform in some manner, proper purchasing procedures must be followed in accordance with the District's Procurement Policy. No person, unless authorized by the Executive Director or Board, may make purchases or enter into any contract involving the use of District funds. The District's Board will not after-the-fact approve unauthorized purchases or contracts. Further, any person who intentionally (or knowingly) abrogates the District's policies and procedures may be held personally liable and accountable for any and all indebtedness and other incurred obligations arising from his/her actions.

1.02 DEFINITIONS

- 1) Best – shall mean the highest overall value to the District based on objective factors that include, but are not limited to, price, quality, design, and workmanship
- 2) Board – shall mean the Governing Board of the District.
- 3) Change Order – Change Order is a written order amending an existing Purchase Order or Contract to correct errors, omissions, or discrepancies, to cover acceptable overruns and freight costs, to expand or reduce the scope of goods or services ordered, to expand or reduce contract duration, or to direct other changes in contract execution to meet unforeseen field, emergency, climatic, regulatory or market conditions.
- ~~3~~4) Competitive Selection – shall mean the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
- ~~4~~5) Continuing Contract – A contract that allows for incremental execution using individual task orders.
- ~~5~~6) Contract – Means (a) a deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement regardless of what it is called for the procurement of goods, services, consultant services, or construction; and (c) a purchase order.
- ~~6~~7) District – shall mean the Loxahatchee River Environmental Control District, a special district created by the Florida Legislature under Chapter 71-822, Special Acts of Florida 1971 and restated by codification in Chapter 2002-358, Laws of Florida.
- ~~7~~8) Electronic posting or electronic post – shall mean the noticing of solicitations, or other matters related to procurement on a centralized Internet website designated by the District for this purpose.
- ~~8~~9) Emergency Purchase – An expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety or welfare of persons or property within the District, as provided for in Section 2.06.
- ~~9~~10) Invitation to Bid or ITB – shall mean a written or electronically posted solicitation for competitive sealed bids for the purchase of goods, services, and/or construction. The invitation for bid is used when the District is capable of specifically defining the scope of work for which the contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.
- ~~10~~11) Invitation to Negotiate or ITN – shall mean a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of goods or services.
- 12) Purchasing Principal – shall mean the Deputy Executive Director, or his/her designee for all capital procurements and procurement of CCNA (e.g., professional architectural, engineering, landscape architectural, or surveying and mapping) services, and the Purchasing Agent or his/her designee for all other procurements.

- | ~~11)~~13) Request for Information or RFI – shall mean a written or electronically posted request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract.
- | ~~12)~~14) Request for Proposal or RFP – shall mean a written or electronically posted solicitation for competitive sealed proposals for goods, consultant services, and/or other services. A Request for Proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. Evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall provide the evaluation criteria and state the relative importance of price and applicable evaluation criteria.
- | ~~13)~~15) Request for Quote or RFQ – shall mean an oral or written informal request for written pricing or services information from a vendor for goods or services.
- | ~~14)~~16) Responsible vendor or bidder – means a vendor or bidder who has capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- | ~~15)~~17) Responsive bid or responsive proposal or responsive reply – means a bid, proposal, or reply submitted by a responsible vendor that conforms in all material respects to the solicitation.
- | ~~16)~~18) Responsive vendor or bidder – means a vendor or bidder that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- | ~~17)~~1) ~~Purchasing Principal – shall mean the Deputy Executive Director, or his/her designee for all capital procurements and procurement of CCNA (e.g., professional architectural, engineering, landscape architectural, or surveying and mapping) services, and the Purchasing Agent or his/her designee for all other procurements.~~
- | ~~18)~~19) Sole source – A sole source (aka single source) purchase exists when research has determined there is only one potential vendor for the good or service.
- | ~~19)~~20) Substitution – shall mean a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.
- | ~~20)~~21) Warehouse Coordinator – The Warehouse Coordinator is the person currently holding the Warehouse Coordinator position with the District or his/her designee.

2.0 COMPETITIVE SOLICITATION REQUIREMENTS

The District will comply with the competitive solicitation requirements of:

- Auditor Selection provided for in Section 218.391 of the Florida Statutes;
- Public Construction/Works provided in Section 255.20 of the Florida Statutes; and
- Consultants' Competitive Negotiation Act provided in Section 287.055 of the Florida Statutes.

District staff will endeavor to comply with the fundamental premise of fairness through implementation of the purchasing policy. Unless otherwise provided by law as cited above, competitive solicitation shall be used for the purchase of goods and services in accordance with the following process:

Competitive Threshold Category	Purchase Dollar Amount (per item)	Process Requirement
Category One	\$0 - \$5,000	Single Quote or Relevant Pricing Information
Category Two	\$5,000.01 - \$3550 ,000	Three Competitive Written Quotes (RFQ)
Category Three	\$3550 ,000.01 or more	Competitive Selection – ITB, ITN, RFI, RFP

The above chart represents the minimum procurement process requirements and the Purchasing Principal shall have discretion to determine whether a good or service requires a more comprehensive process (i.e. a determination that a particular good or service in Category One or Two requires additional quotes, a competitive sealed bid or RFP.) Purchases may not be divided into multiple transactions to fall into a lower Competitive Threshold Category.

The submittal of any verbal quote, written quote, response to bid or RFP constitutes an offer by the vendor.

2.01 OBTAINING QUOTES

- 1) For purchases of goods or services in Category One, the Purchasing Principal shall obtain at least one quote or relevant pricing information. Quotes may be obtained by any employee, but must be forwarded with the requisite work order to the Purchasing Principal for review and processing.
- 2) For purchases of goods or services in Category Two, the Purchasing Principal shall obtain through a request for quotes at least three written quotes. Each written quote should detail the quantity and description of the item purchased. Vendors must complete and return the written quote within the designated time period. The Purchasing Principal will then review the quotes and obtain any necessary employee input relating to which vendor has submitted the best, responsive, and responsible quote meeting the specifications. Written quotes must have the name and signature of the individual person providing the quote.

a. EXCEPTIONS: see Section 2.04

3) All purchase orders will be processed in accordance with Sections 2.0-2.03 to the lowest and/or best, responsive, responsible vendor meeting the specified requirements.

4) ~~Substitutions~~—Substitution requires the approval of the Purchasing Principal prior to shipment. Any products delivered that do not meet specification, or substitute products shipping without prior approval, will be returned to the vendor at the vendor's expense. When a shipment or product is returned, the vendor must make immediate replacement with acceptable merchandise or the District may seek all available remedies for default.

4)5) The Director of Finance and Administration has the authority to join with other governmental entities in cooperative purchasing ventures when the best interests of the District would be served.

2.02 COMPETITIVE SELECTION

The minimum procurement process for acquiring equipment, supplies, or service with a cost in Category Three is through invitation to bid ("ITB"), invitation to negotiate (ITN), request for information (RFI), or the request for proposals (RFP) process.

1) Invitation to Bid – Unless otherwise provided by law, the District shall publicly advertise an invitation to bid no less than ten (10) calendar days prior to the bid opening. The invitation to bid shall include a detailed description of the goods or services sought; the time and date for the submittal of sealed bids; the time and date of the public opening of submitted bids; the date for the District to award the bid; all contractual terms and conditions applicable to the contractual services or goods sought; and the criteria to be used by the District to determine the award of the bid. The public notice shall also include a reference to the protest provisions set forth in Section 2.02(14).

~~2) Request for Proposals – Unless otherwise provided by law, the District shall publicly advertise an RFP no less than fourteen (14) calendar days prior to the proposal opening. The request shall include a detailed description of the services and/or qualifications sought; the time and date for the submittal of proposals; the date for the District to select a proposal; all contractual terms and conditions applicable to the contractual services sought; and the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The public notice shall also include a reference to the protest provisions set forth in Section 2.02(14).~~

3)2) Invitation to Negotiate – see Section 2.03.

3) Request for Information – Unless otherwise provided by law, the District shall publicly advertise an RFI no less than fourteen (14) calendar days prior to the response opening. The request shall include a description of the information sought; the time and date for the submittal of responses; and the date for the District to review the responses. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract. Responses for these requests may be used by the District in determining its needs with regard to the good or service and in developing ITB, ITN, or RFP related to the purchase of the good or service.

- 4) Request for Proposals – Unless otherwise provided by law, the District shall publicly advertise an RFP no less than fourteen (14) calendar days prior to the proposal opening. The request shall include a detailed description of the services and/or qualifications sought; the time and date for the submittal of proposals; the date for the District to select a proposal; all contractual terms and conditions applicable to the contractual services sought; and the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The public notice shall also include a reference to the protest provisions set forth in Section 2.02(14).

~~4)–~~

- 5) Bid Packages – Bid packages or requests for proposal shall be prepared with the appropriate terms and conditions and detailed specifications, including items to be bid, units, and total (or estimated) quantity desired, instructions for bidding, delivery information, and any special requirements for bidding. Assigned dates and time for pre-bid meetings, if any, and for the public bid opening shall also be included. If the pre-bid conferences are mandatory, a representative from the bidder's firm shall be in attendance or its bid will be rejected. Bids and RFPs shall be publicly opened and read at the time designated in the documents. The timing of the release of sealed bids/proposals, as public records, will be in accordance with applicable law.
- 6) Bid/Proposal Submissions – A Bid/Proposal must be submitted on the District's forms, signed by a legal officer of the company, and provide all requested information; otherwise the Bid/Proposal is subject to being rejected.

FAILURE TO PROPERLY EXECUTE THE OFFICIAL SIGNATURE PAGE OF THE BID/PROPOSAL MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE BID/PROPOSAL.

The entire bid/proposal, including cover letter, all instructions, addenda, if any, and actual bid form must be returned intact. Further, all bids/proposals returned must be in envelopes, sealed, and clearly marked on the outside "SEALED BID" or "SEALED RFP." Failure to read or comply with the bids or RFPs general information will in no way relieve the bidder(s) from their liabilities arising in the bids/RFPs.

Any questions to an ITB or RFP must be provided in writing in accordance with the ITB or RFP requirements. All written questions shall be answered in writing and provided to all bidders/proposers in the form of addenda. All addenda issued shall be deemed part of the ITB or RFP.

- 7) Specifications – Manufacturer's names, trade names, brand information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless the bid so stipulates. When the bid allows equal or equivalent products that conform to the required specifications, indicate on the bid form the manufacturer's name, model or catalog number as may be required. Submit with your bid complete descriptive literature and/or specifications as well as a detailed explanation of how the proposed items meet the specification. The District reserves the right to determine what is equal or equivalent. Bids which do not comply with these requirements are subject to rejection. If the bidder fails to name another equal or equivalent item(s), it will

be assumed that the bidder is bidding on, and will be required to furnish, goods identical in every respect to the bid standard. Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the District will only consider one alternative that it determines is equal or equivalent and the remaining alternatives will not be considered.

All supplies and equipment offered and furnished must be new and of current production unless the request for product and/or bid specifically authorizes the use of used or recycled items. Remanufactured or reconstructed items are not considered new. In cases where the District requests bids for new equipment employing trade-ins or used equipment, a trade-in price quotation will be requested for the trade-in and separate price quotation without trade-in for the requested equipment. The District reserves the right to purchase equipment either with or without trade-in.

All goods called for in the bids or RFPs shall be delivered in good order F.O.B. destination, freight prepaid, inside delivery, within the time specified. Packing list must accompany all shipments.

- 8) Bid Bond/Performance and Payment (Public Construction) Bond – When bid bonds are required, the bid must be accompanied by a certified check or cashier's check, treasurer's check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents.

The bid deposit must be made payable to the District as evidence of good faith and ensuring that the successful bidder will execute a contract in accordance with the terms, conditions and prices contained in the bid; and further ensuring that the successful bidder will provide a performance bond and payment bond within thirty (30) calendar days from the date of award of the contract, issued by a company qualified as a surety company to do business in the State of Florida. Such bond shall be for 100% of the contract amount. The bond shall extend as a guarantee bond for one year from the date of acceptance of the completed work. Should the successful bidder fail to provide such performance and payment bond within the prescribed time, the bid bond amount submitted with the bid shall be forfeited to the Board as liquidated damages.

Unless otherwise specified in the ITB, bid deposit checks or bonds (if requested) will be returned to the successful bidder following acceptance of a signed contract and receipt of the Public Construction Performance and Payment Bond. Bid deposit check and bonds (if requested) posted by the unsuccessful bidders will be released in accordance with the timeframes provided in the ITB.

Bids received without a bid deposit or with a bid deposit in an amount less than the required will be deemed non-responsive.

- 9) Bid/Proposal Selection – The District may select a bid and/or proposal upon any relevant criteria to the extent the invitation and/or request clearly provide the applicable evaluation criteria and state the relative importance of each. If the contract is to be awarded based on price, the contract must be awarded to the lowest qualified, responsible, responsive bidder/proposer in accordance with the applicable District resolution and applicable contract

documents. This Section does not restrict the right of the District to reject the low bid of a nonresponsible or nonresponsive bidder and to award the contract to the next highest ranked qualified and responsive bidder and/or the right of the District to reject all bids and rebid the project or elect not to proceed with the project. The Board reserves the right to waive minor formalities in any bid/proposal and to accept any bid/proposal which they consider to be in the best public interest. Once the bids and/or proposals are evaluated, the bids, proposals, and recommendations are forwarded to the Board for review, approval, and award.

The following is a listing of some common mistakes/problems that may result in bids being rejected. This is only a partial listing, therefore, the General Conditions and Special Terms and Conditions should be thoroughly reviewed before submitting a bid.

- a. Document not properly signed by an appropriate official.
- b. Failure to fill out the entire bid form in ink or typewritten.
- c. Failure to initial price changes.
- d. Taking exceptions to terms and conditions.
- e. Failure to meet the minimum requirements of the specifications.
- f. Failure to provide bid security, when required.
- g. Failure to provide all required information/documentation and complete all forms.
- h. Failure to deliver the bid in time to the proper location.
- i. Failure to sign and return all addenda, which have been issued.
- j. Failure to attend mandatory pre-conferences.

Awards will be made to the lowest and best responsive and responsible bidder as determined by the Board. The Board's decision will be final and conclusive.

- 10) Request to Withdraw Bid/Proposal – A request for withdrawal will be granted if received by the District in writing at any time before the bid opening. A request for withdrawal, if received by the District in writing at any time before execution of a contract with the bidder/proposer, may be granted by the Board.
- 11) Tie Bids – Unless the Bid or Request for Proposal stipulates criteria for determination of an award for tie bids the criteria below will be used when two or more vendors submit the exact same dollar amount as their bid offer, or if two or more firms are deemed equal with the respect to price, quality and service. In order of importance, the following criteria will be used to break a tie:
 - a. Drug Free Work Place – In accordance with Section 287.087, Florida Statutes, a drug-free workplace shall be given preference. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
 - b. Local Preference – When prices, quality and other considerations are essentially identical, the bidder with a place of business in Martin or Palm Beach County may be given preference.
 - c. Toss of the Coin.

- 12) Bidders Liability – Should any bidder fail to enter into any contract with the District on the basis of the submitted bid by said bidder, bidder acknowledges that bidder shall be liable to the District for the costs to re-bid as well as the difference between such bid price and the price the District pays to secure the merchandise from another source. Failure to pay said amount to the District upon demand shall result in the bidder being debarred and therefore, ineligible to submit Bids, proposals, or quotes to the District for a period of not less than three (3) years from date of infraction.
- 13) Tax Savings Program – In order to limit the Florida Sales Tax upon a project and pursuant to Florida Statutes, and particularly Rule 12 A-1.094 (3), Florida Administrative Code, purchases under this procedure shall be exempt from competitive procurement.
- a. The District shall issue a Certificate of Entitlement to the Contractor certifying: (1) that the materials and supplies purchased will become part of a public facility; and (2) that the District will be liable for any tax, penalty or interest due should the Department of Revenue later determine that items purchased do not qualify for exemption.
 - b. District shall provide to Contractor a requisition form to be utilized for purchase of those supplies, materials and equipment (SME) described herein. District reserves the right to, at any time during the term of the project, add to, delete from or modify the description of supplies, materials and equipment described herein, at District's sole discretion.
 - c. Requisition forms will only be issued for the SME described herein. Such forms shall be prepared and submitted by the Contractor to the District. Such form shall be submitted in sufficient time for review and consideration by District so that the materials may be acquired directly by District and delivered to the project site in sufficient time to assure its availability at the time that it is needed and so as not to delay progress of the project. It shall be the responsibility of contractor to assure that such requisition forms are submitted to District's representative for approval by District with sufficient time for the District's review and processing, such that no delay shall impact the need for or order of the item. It shall be the responsibility of Contractor to assure the subcontractors, sub-subcontractors, specialty contractors and others have the materials sought to be requisitioned on hand at the time required for installation in accordance with the project schedule.
 - d. District will issue Purchase Orders to the appropriate vendors as designated and shown upon requisition forms. A copy of the Purchase Order will be returned to the Contractor.
 - e. Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of District and by doing so the District shall take title of the materials delivered. Delivery ticket must be attached to the invoice to District, to be forwarded through Contractor.
 - f. Invoices addressed to the District shall be submitted by the Contractor to the District in a timely manner so as to allow District to take advantage of any applicable discounts. Payment of invoices for materials purchased as described in this procedure

shall be issued by the District directly to the vendor to whom the Purchase Order was issued.

- g. Contractor shall prepare a complete list of instructions to be distributed to all applicable subcontractors with the procedures to be followed under the Sales Tax Savings Procedures. These instructions shall cover those matters hereinafter set forth.
 - h. Materials, supplies, and equipment acquired using this procedure shall be subject to the warranty provisions as required by the Contract between the Contractor and the District. Contractor acknowledges that District will be ordering materials for said project pursuant to the ability to benefit from the tax savings provisions of this agreement. Contractor further agrees that it shall be responsible for acceptance of delivery, storage, and installation of said products ordered by District. Further, Contractor shall be liable for all loss or damage to said products subsequent to delivery of same from the vendors/suppliers.
 - i. Foregoing procedure is for the purpose of limiting Florida Sales Tax upon the project pursuant to Florida Statutes and particularly Rule 12 A-1.094(3), Florida Administrative Code. Provisions hereof and procedures shall be construed in order to carry out the intent of the parties. Provisions hereof and procedures established hereby may be amended by District at any time, upon any indication that such change, amendment or alteration is necessary to assure non-taxable sales tax treatment of the project.
 - j. The Contractor shall be responsible for any defects, storage, delivery, and installation as set forth in the Contract Documents for any and all materials, products, and systems purchased by the District's purchase orders. The Contractor shall maintain as a part of the required Builders' Risk Insurance, or other insurances being provided, full replacement coverage for all items purchased by the District under this Sales Tax Savings Procedure.
- 14) Bid/RFP Protest Provision – This procedure applies to the resolution of all protests arising from the competitive award procedures set forth above. By submitting a bid/proposal to the District, bidders agree to the process set forth in this Section.
- a. Notice of Protest – Notice of all District decisions or intended decisions shall be by certified mail or courier services. Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within two (2) business days from the date on the notice of the decision or actual receipt of the decision, whichever is later. A formal written protest shall be filed within five (5) business days after the protesting party files the notice of protest. No time will be added to the above time limits for mail service.
 - b. Formal Written Protest – The formal written protest shall state with particularity the facts and law upon which the protest is based. The formal written protest shall be printed or typewritten and contain:
 - 1. The name and address of the person or firm filing the protest and an explanation of how they are adversely affected by the District decision or intended decision;
 - 2. Identification of the procurement matter at issue.

3. A statement of how and when the notice of District decision or intended decision was received;
 4. A statement of all issues of disputed material fact and, if there are none, a statement so indicating;
 5. A concise statement of the ultimate facts alleged;
 6. A statement of the applicable law, rule, statute, or other authority upon which the protest is based and which entitle the protestor to relief;
 7. A specific demand for relief; and
 8. Any other information material to the protest.
- c. Filing Notices of Protest and Formal Protests – All notices of protest and formal protests shall be filed with the District’s Executive Director. A protest is not timely filed unless both the written notice of protest and the formal protest have been received by the District within the prescribed time limits. Failure to file a protest within the time prescribed by this Section shall constitute a waiver of all claims.
 - d. Stay of Award – Upon receipt of a formal written protest which has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final agency action, unless the District’s Executive Director, with the concurrence of the Board, sets forth in writing particular facts and circumstances which require the continuation of the solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare. Notice that a contract award has been stayed shall be given by U.S. Mail or hand delivery or courier service to all whom submitted qualified bids/proposals. Upon receipt of a timely formal protest of a decision or intended decision to award or reject all bids, qualifications, or proposals, notice shall be given by U.S. Mail or hand delivery or courier service to all bidders for that contract.
 - e. Resolution of Formal Protest – Upon the written request of the protestor or on its own initiative, the District shall provide an opportunity for the protestor to meet with the Executive Director to resolve the protest by mutual agreement within seven (7) business days, excluding holidays, of receipt of a formal written protest. If the subject of a protest is not resolved by mutual agreement within seven (7) business days, excluding holidays, of receipt of the formal written protest, or a mutually agreed upon extension of time, the Executive Director shall certify in writing to the Board that there was no resolution and provide the protestor with a copy of the certification.
 - f. Quasi-Judicial Hearing – Within seven (7) business days from receipt of written certification that there was no resolution, the protestor may provide a written request that the matter be heard before the District Board in a quasi-judicial hearing. Failure to provide a written request to the Board within seven (7) business days of notice shall constitute waiver of any protest. Upon receipt of a written request, the Board may, in its discretion, request a written response from the Executive Director, and/or schedule the matter for hearing before the Board. Within seven (7) business days from the conclusion of the hearing, the Board will provide a written final decision on the matter to the protestor.

The protestor may contest the District's decision in a court of competent jurisdiction in Palm Beach County no later than thirty (30) calendar days after receipt of notice of the District's decision, unless otherwise specified within the controlling request for proposal or qualification documents.

2.03 COMPETITIVE NEGOTIATION

For any category of services and/or goods, the District may choose to purchase the services and goods through an invitation to negotiate pursuant to the provisions below and all relevant laws. The negotiations shall be made on the best price, terms and conditions obtainable by the District to meet its needs. The District shall specify in writing and make available to prospective contractors its needs for the services and goods to be purchased prior to commencing negotiations with any vendor.

When staff determine it is in the best interest of the District to procure a good or service through competitive negotiation, staff shall make a corresponding recommendation to the Board. Upon Board approval, the District may contract by negotiation without seeking bids/proposals first. When contracting by negotiation without first seeking competitive sealed bids/proposals for services and/or goods exceeding the threshold of Category Three, the following procedures shall apply:

- 1) Written Request – The Purchasing Principal shall submit a request in writing to the Board detailing the necessity to contract by negotiation, the proposed steps to be followed by the District in negotiating the contract, and the proposed vendors that will be used in the negotiations. The Board's intended decision to contract by negotiation shall be posted in the Purchasing Principal's office.
- 2) Public Notice – The District shall publicly advertise each instance in which services or goods are being sought and provide a general description of the project/goods. The notice shall indicate how interested parties may apply for consideration and shall indicate the criteria required to be submitted in any responsive letter of interest. The public notice shall also include a reference to the bid protest provisions set forth in Section 2.02(14).
- 3) Letter of Interest – Pursuant to the public notice, a firm desiring to provide services for a project shall timely submit a letter of interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, and other information required by the notice necessary for the District to evaluate whether the firm is qualified. For contracts for the purchase of goods, each vendor shall provide a final firm price, terms and conditions for the specific commodity/contractual service offered.
- 4) Competitive Selection – The Purchasing Principal or his/her designee shall evaluate each letter of interest submitted regarding qualifications and performance ability and shall conduct discussions with and may require public presentations by responding firms regarding their qualifications, approach to the project, and ability to furnish the services required pursuant to the terms of the notice. The Purchasing Principal or his/her designee shall select and list not less than three firms, in order of preference, deemed to be the most highly qualified to perform the required contractual services and/or provide the required commodity after

consideration of the factors set forth in the notice. The District may select and list less than three vendors only when there are less than three vendors which may offer the services or goods desired by the District. In determining whether a firm is qualified, the agency shall consider such factors as: ability of professional personnel; ~~certified as MBE~~; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm; financial soundness of the firm; and the volume of work previously awarded to the firm. The Purchasing Principal or his/her designee will then recommend to the Board that competitive negotiations be instituted with the firms selected. The Board may amend the Purchasing Principal's recommendations.

- 5) Competitive Negotiation – Once the Board authorizes competitive negotiations, the Purchasing Principal or his/her designee shall begin contract negotiations for the subject project with the designated firms in order of rank for fair, competitive and reasonable compensation. Should negotiations with the firm determined to be the most qualified prove unsuccessful, negotiations with that firm will be formally terminated and negotiations shall begin with the next most qualified firm on the list. Failing accord with the second most qualified firm, the District must terminate negotiations with that firm and shall then begin negotiations with the third most qualified firm. If satisfactory agreement is not reached with any of the top three ranked firms, additional responding firms shall be ranked and listed in the order of their competence and qualifications. Negotiations shall then continue beginning with the first named firm on the second list until an agreement is reached. After successful negotiations, a recommendation shall be made that the Board award the contract. The District will maintain an accurate record of the discussions held with each vendor/bidder/proposer.

2.04 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT

An exemption may be granted by the Purchasing Principal for goods or services when it is in the District's best interest and allowed by a referenced statute, rule or regulation. Typical exemptions include, but are not limited to, the following:

- 1) ~~A.~~ Real Property Acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board
- 2) ~~B.~~ Court-ordered fines and judgments, resulting from litigation
- 3) ~~C.~~ Exceptional disbursements as authorized by the Board
- 4) ~~D.~~ Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and charged against the appropriate budget for such fees
- 5) ~~E.~~ Cash transfers and investment transactions for fiscal management purposes, processed through the Accounting Department, and disbursed from general ledger accounts
- 6) ~~F.~~ Accrued or current liabilities already disbursed from the budget, processed through the Accounting Department, and paid from or through general ledger accounts
- 7) ~~G.~~ Debt service payments processed by the Accounting Department and charged against budgetary accounts

- 7)8) Refund of a cash or surety bond
- 8)9) H-Refunds of current or prior year revenues charged against budgetary accounts
- 9)10) I-Grant disbursements to federal, state, or local government agencies, or to private groups or agencies
- 10)11) J-Insurance including but not limited to liability, property, medical, and workers compensation insurance, deductibles, or payments from any loss fund established for such purpose
- 11)12) K-Utilities, advertising, toll charges, gas cards, and postage
- 12)13) L-Dues and memberships in trade or professional organizations
- 13)14) M-Subscriptions for periodicals, advertisements, copyrighted material
- 14)15) N-Part-time and temporary labor and employees
- 15)16) O-Professional medical services, authorized hospitality expenses
- 16)17) P-Job-related travel, seminars, tuition registration and training
- 17)18) Q-Legal services, expert witnesses, court reporter services, and all other related expenses of claims, anticipated litigation, and/or litigation
- 18)19) R-Consultant Services, as defined in Section 2.0, unless otherwise provided by law. For example, services covered by Sections 287.055 (CCNA) and 218.391 (Auditor Selection) would not be exempt from Competitive Solicitation. Anytime this exemption is utilized, a justification as to why consultant services should not or cannot be competitively solicited shall be provided to the Purchasing Principal for approval prior to entering into a contract for the service. The Purchasing Principal will determine, on an individual basis, whether the exemption is applicable.
- 19)20) S-Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
- 20)21) T-Political lobbying services
- 21)22) U-Transactions by Interlocal Agreement
- 22)23) V-Art work, maps, and design services (including website design)
- 23)24) W-Permitting fees
- 24)25) X-Security services by off-duty law enforcement personnel
- 25)26) Y-Camp programs including admission fees to parks, movies, entertainment venues, etc.
- 26)27) Z-Services provided by non-profit organizations, educational institutions, governmental and quasi-governmental agencies
- 27)28) AA-Purchases under Tax Savings Program
- 28)29) BB-Sole source items in accordance with Section 2.04(1) below
- 29)30) CC-Purchases which "piggy-back" on existing government contracts in accordance with Section 2.04(2) below

- ~~30)31) DD.~~ Intergovernmental purchases and agreements
- ~~32) EE.~~ Emergency purchases as noted in Emergency Purchase Section 2.06
- 33) Computer maintenance and/or software licenses for existing software
- ~~31)34) Credit card processing fees~~
- ~~32)35) FF.~~ Multiple quantities of a single item of common operational supplies.

Further, the District may grant exemptions for Public Construction projects in accordance with Section 255.20 of the Florida Statutes, including:

- 1) When a project is undertaken to repair, reconstruct or replace an existing facility, destroyed or damaged by an act of God, riot, fire, flood, accident, or other urgent circumstance and such damage or destruction creates an immediate danger to the public health or safety; loss to public or private property which requires emergency government action; or an interruption of an essential government service.
- 2) After proper public notice, the District does not receive any responsive bids or proposals.
- 3) Projects undertaken as a repair or maintenance to an existing public facility in accordance with Section 255.20 of the Florida Statutes.
- 4) Projects undertaken exclusively as part of a public education system;
- 5) If the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent.
- 6) If the District competitively awarded a project to a private sector contractor and the contractor abandoned the project before completion or the local government terminated the contract.
- 7) If the Board publically notices a Board meeting in accordance with Section 255.20 of the Florida Statutes, conducts the public Board meeting and finds by majority vote that it is in the public's best interest to perform the project using its own services, employees, and equipment.
- 8) If, pursuant to Section 255.20 of the Florida Statutes, at least 4 of the Board's members vote to find it in the District's best interest to award the project to an appropriately licensed private sector contractor, based on specific substantive criteria and procedures.
- 9) The project is subject of Chapter 336 of the Florida Statutes, County Road System.

The District has the following policies related to certain enumerated exemptions:

- 1) Sole Source:
 - a. If the Purchasing Principal determines that a service and/or good is available from a single source and the total cost is within Category One or Two, then the purchase may be excepted from procurement requirements, in writing, upon filing a written statement stating the conditions and circumstances requiring the purchase and filing the written statement in Accounting.

- b. If the Purchasing Principal determines that a service and/or good is available from a single source and the total cost is within Category Three, the purchase may be excepted from bid requirements by the Board, in writing, upon the filing of a certification by the Purchasing Principal stating the conditions and circumstances requiring the purchase. This certification shall set forth the purpose and need of the purchase and explain why the single source is the only one that will produce the desired results. The District's intended decision shall be presented to the Board on the consent agenda at the next regularly scheduled public meeting.
- c. In any case, where the District seeks to purchase from a sole source, materials for the construction, modification, alteration, or repair of any District-owned facility, the District's Board must first make the written findings required by Section 255.04 of the Florida Statutes.

2) Piggy-backing – The District may purchase services and/or goods other than Professional Services governed by Section 287.055, Florida Statutes, and procure contracts from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, competitive selection, or competitive negotiation, and which are otherwise in compliance with Florida Statutes and this policy. Piggybacking can be done when the bids submitted by the vendors to the other governmental agencies permit purchases by other agencies, the vendors agree to do so in writing, and if such purchases are to the economic advantage or best interest of the District.

3) Cooperative Purchasing Program – The District may participate in, sponsor, conduct, and/or administer a cooperative purchasing program (e.g., GSA Advantage, State of Florida Contracts, Southeast Florida Governmental Purchasing Co-Operative Group, Florida Sheriff's Association, National Joint Powers Alliance). The District may purchase goods and/or services other than Professional Services governed by Section 287.055, Florida Statutes from a Cooperative Purchasing Program if such purchase is deemed to be in the best interest of the District. Use of a Cooperative Purchasing Program is considered a *de facto* competitive selection.

2)4) Online Marketplaces (e.g., Amazon.com, govdeals.com, ebay.com): – The District may purchase goods and/or services other than Professional Services governed by Section 287.055, Florida Statutes from Online Marketplaces if such purchase is deemed to be in the best interest of the District. Use of an online marketplace is considered a *de facto* competitive selection.

2.05 CONTRACT RENEWALS AND CONTINUING CONTRACTS

- 1) Unless otherwise specified in the contract, contracts for goods and services may be renewed for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed for up to three one-year periods. Renewal of the contract shall be by mutual agreement in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the service or good is purchased as a result of the solicitation of bids or proposals, the cost of any contemplated renewal shall be included in the invitation to bid or the request for proposals. Renewals shall be contingent upon satisfactory performance evaluation by the District.

- 2) Nothing in this Procurement Policy shall be construed to prohibit a continuing contract between a firm and the District consistent with the requirements of applicable law.

2.06 EMERGENCY PURCHASES OF SERVICES OR GOODS

Notwithstanding any other provision of this policy, emergency purchases of goods or services may be made in the event of a disruption of essential operations, or where there exists a threat to public health, welfare, safety, or when the protection or preservation of public property would not be possible through normal procurement procedures. To the extent practical under the circumstances, such emergency purchases shall be made using competent and qualified firms and include a competitive selection process.

The Purchasing Principal shall file with the Board a statement certifying the conditions and circumstances requiring an emergency purchase of goods/contractual services in excess of the threshold amount for Category Three for services/goods or for qualifying construction contracts. Statements shall be submitted within thirty (30) calendar days after the date of purchase order or contract and shall include complete details surrounding the event(s) which created the emergency. A copy of the purchase order or contract shall accompany the statement.

2.07 CHANGE ORDERS

The Executive Director is authorized to approve Change Orders under the following circumstances:

- 1) Proposed Change Order cost plus original cost is \leq \$50,000; or
- 2) Proposed Change Order cost is less than or equal to the remaining balance of Board approved contingency amount; or
- 3) Proposed Change Order reduces the dollar value of the contract; or
- 4) Emergency Purchases as defined in Section 2.06.

When these conditions are not met Board approval is required. Staff will implement the following procedures for obtaining Board approval:

- 1) For time-sensitive proposed Change Orders requiring Board approval, the proposed Change Order and supporting documentation will be emailed to individual Board members at the earliest reasonable opportunity. The email will stipulate the importance of timing and indicate a response due date.
 - a. If any Board member believes the Change Order needs public discussion prior to approval and/or believes the Change Order should not be executed as presented, then that Board member will inform the Executive Director as such via email. If a Board Member informs the Executive Director that the Change Order needs public discussion, the Change Order will not be executed until it is presented for consideration by the Board at their next regularly scheduled public meeting. If the Change Order is an urgent matter, a Special Meeting may be called.

b. If, by the response due date, no Board member indicates the Change Order needs public discussion and/or believes the Change Order should not be executed as presented, then the Executive Director will execute the Change Order, and present the Change Order and supporting documentation to the Board on the consent agenda at their next regularly scheduled public meeting.

2) Change Orders that are not time-sensitive will be presented for consideration by the Governing Board at their next regularly scheduled public meeting.

Except as otherwise provided herein, the Executive Director may authorize Change Orders to correct errors, omissions, or discrepancies in contract documents; cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory, or market conditions.

2.07-08 RESTRICTIONS ON PURCHASES:

- 1) Any person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime:
 - a. May not submit a bid on a contract to provide any goods or services to a public entity.
 - b. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work.
 - c. May not submit bids on leases of real property to a public entity.
 - d. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and
 - e. May not transact business with any public entity in excess of the threshold amount provided in Sections 287.017 for Category Two.
- 2) No person or business entity shall be awarded a contract by the District for the provision of goods or services, if that person or business entity:
 - a. Has been convicted of bribery or attempting to bribe a public officer or employee of the District, State of Florida, or any other public entity, in that officer's or employee's official capacity
 - b. Has been convicted of a conspiracy or collusion among prospective vendors in restraint of freedom of competition, by agreement to offer a fixed price, or otherwise; or
 - c. Has made an admission of guilt of such conduct described in subsection a and b above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution.
 - d. Notwithstanding the above, a person, business entity, or officer or employee of a business entity, having been convicted of one or more of the crimes set forth above or having made an admission of guilt as set forth above shall be ineligible for the

awarding of a contract by the District for a period of five (5) years following such conviction or admission.

- 3) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a contract may also be prohibited from contracting with the District if the relationship or affiliation is such that in the reasonable opinion of the Purchasing Principal, the person or business entity, by reason of the relationship to the ineligible person or entity, is likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the contract.

2.08-09 OTHER CONSIDERATIONS

Equal Employment and Educational Opportunities: It is the sole responsibility of the bidder to comply with provisions of the Immigration Reform and Control Act of 1986. The District hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor or supplier to the District to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

2.09-10 CONDUCT

- 1) Conflict of Interest – Any award made by the District is subject to provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid, the name of any officer, director, or agent who is also an employee of District. Further, all bidders must disclose the name of any District employee who owns directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches. Any concerns regarding this must be given to the Purchasing Principal prior to bid submittal for clarification and further direction. Any transaction between the District and a Board member and/or a business substantially owned by a Board member shall require two signatures (a minimum of which shall be one Board member not involved in the transaction).
- 2) Lobbying – After the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the bid/RFP or renegotiations with any District officer, agent, Board member, or employee other than the Purchasing Principal or his/her designee. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Principal. A vendor who violates this provision may be subject to one or more of the following sanctions:
 - a. Written warning and reprimand;
 - b. Termination of contract;
 - c. Debarment or suspension as provided in Section 87.0.

- 3) Gifts and Gratuities – The process of public purchasing should be conducted in such a manner that the integrity of the competitive selection process is not compromised, and therefore the District strives to eliminate any possibility of, or even the appearance of, improper business relationships. In this regard, the District prohibits the acceptance of gratuities, gifts, or other favors with a monetary value exceeding \$100.00 and/or that might give rise to doubts of impartiality.

2.11 RESPONSIBILITIES OF DISTRICT AND VENDOR/CONTRACTOR

- 1) District – Prior to the execution of any contract or approval of any purchase order, the Purchasing Principal shall confirm the availability of funds related to the transaction.
- 2) Vendor/Contractor – Every vendor/contractor with the District is responsible for:
 - a. Notifying the District of any changes, name, address, products/services, or other pertinent information, via letter or completed W-9 Form.
 - b. Reading and understanding each page of the Quote, Bid or Request for Proposal.
 - c. Double-checking its offer prior to submittal.
 - d. Executing the signature page of the bid document, RFP or quote.
 - e. Ensuring that its offer is made within the prescribed time limits and to the proper address.
 - e-f. Ensuring that its offer is made without collusion.
 - f-g. Providing all information as required in the Request for Proposal, Bid, or the Quote.
 - g-h. If an award is made to your firm, make delivery as specified.
 - h-i. Contact the Purchasing Principal should you have any questions.

2.12 LEGAL REVIEW OF ALL CONTRACTS

The District's legal counsel shall review and approve the form of all contracts in excess of \$~~35~~50,000.01 prior to executing the same.

3.0 TERMINATION OF CONTRACT; RESCISSION OF AWARD

Termination of any contract or rescission of award must be made by the awarding authority; and in all cases where the Board takes action, Board will consider the Purchasing Principal's recommendation prior to termination or rescission. The Purchasing Principal will examine the circumstances and reasons behind the breach of contract, or other reasons for rescission or termination, consult with legal counsel, and determine if there is a solution possible in the situation. If a breach of contract occurs, or rescission of award or termination of the contract is necessary, the Purchasing Principal may suspend or debar the subject vendor for failure to perform under the terms of the District's Purchasing Policy in accordance with Section 4.0.

4.0 SUSPENSION OR DEBARMENT

- 1) Suspension – After consultation with legal counsel, the Purchasing Agent is authorized to suspend a person or entity from consideration for award of contracts if the Purchasing Principal has adequate documented evidence to demonstrate that the person or entity has engaged in any activity which is grounds for suspension or debarment. The suspension period shall be for a period not to exceed 12 months from the date of the Purchasing Principal's discovery of the most recent incident giving rise to the suspension.
- 2) Debarment – After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard by the Purchasing Principal, the Purchasing Principal, after consulting with the legal counsel, is authorized to debar a person or entity for cause from consideration for award of contracts. The debarment shall be for a period of not more than five years from the date of the purchasing official's discovery of the most recent incident giving rise to the debarment. Debarment may be as to all contracting opportunities, or may be only as to certain types or sizes of projects or contracts, depending on the cause(s) and severity of the reason(s) for debarment.
- 3) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a contract may also be prohibited from contracting with the District if the relationship or affiliation is such that, in the reasonable opinion of the Purchasing Principal, the person or business entity, by reason of the relationship to the ineligible person or entity, is likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the contract.
- 4) Causes for suspension and debarment include:
 - a. Conviction of an officer of the entity for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;
 - b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a District contractor;
 - c. Conviction under state or federal statutes arising out of the submission of bids or proposals;
 - d. Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
 - e. Refusal to accept a purchase order, agreement, or contract provided such order was issued timely and in conformance with the offer received.
 - f. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Principal to be so serious as to justify debarment action;
 - g. Deliberate failure without good cause to perform in accordance with the specifications and/or budget or within the time limit provided in the contract;

- h. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that such failure to perform or unsatisfactory performance was caused by acts within the control of the contractor;
- i. A documented history of significant deviation from the contract specifications, engineering standards, design or material requirements or safety regulations;
- j. Any other cause the Purchasing Principal determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity for any cause listed above or provided for in general law;
- k. For violation of the Conduct provision set forth in the District's Procurement Policy.
- l. For violation of the Public Records provision set forth in the District's Procurement Policy.
- m. For violation of any applicable ethics standards, including the ethical standards set forth in Chapter 112 of the Florida Statutes, or in relevant grant funding requirements.

5) Process for Suspension or Debarment

- a. Notice – The Purchasing Principal shall issue a written decision to debar or suspend which states the reasons for the action taken, the period that the suspension or debarment shall be in effect, and any right to administrative review.
- b. Reinstatement – After suspension or debarment, a person or entity may not contract with the District until reinstated by the Purchasing Principal or by the administrative review process. The person or entity must supply information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified. As a condition of reinstatement, the Purchasing Principal may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the District. The reinstatement determination must be in writing, inform the person or entity of any conditions of reinstatement, and inform of any rights to administrative or judicial review and be sent via certified mail to the suspended, debarred, or reinstated person or entity.
- c. Final Decision – A decision to suspend or debar shall be a final and conclusive decision unless within ten (10) calendar days of the decision, the debarred or suspended person or entity files a written notice of appeal to the Executive Director. The written notice of appeal to the Executive Director shall state with particularity the facts and law upon which the appeal is based. The written notice of appeal to the Executive Director shall be printed or typewritten and contain:
 - 1. The name and address of the person or firm filing the appeal;
 - 2. A statement of how and when the notice of District decision or intended decision was received;
 - 3. A statement of all issues of disputed material fact, and if there are none, a statement so indicating;
 - 4. A concise statement of the ultimate facts alleged;

5. A statement of the applicable law, rule, statute, or other authority upon which the appeal is based and which entitle the appellant to relief;
6. A specific demand for relief; and
7. Any other information material to the appeal.

Upon receipt of a timely appeal, the Executive Director, may, at his/her discretion, request a written response from the Purchasing Principal. The Executive Director has the discretion to call a meeting of the Purchasing Principal and the suspended or debarred vendor to resolve the matter. Within ten (10) calendar days from the receipt of a timely appeal, the Executive Director shall issue a written decision to uphold, reverse, or modify the Purchasing Principal's decision of suspension or debarment. The Executive Director's decision shall be a final and conclusive decision unless within ten (10) calendar days of the decision, the debarred or suspended person or entity files a written notice of appeal to Board in conformance with the requirements set forth above. Upon receipt of a timely appeal, the matter shall be scheduled for a quasi-judicial hearing before the Board. Within twenty (20) calendar days following the hearing before the Board, the Board shall issue a written decision on the matter. After the conclusion of this administrative process, the suspended or debarred vendor may commence a timely action in court of competent jurisdiction, in accordance with applicable law.

65.0 PUBLIC RECORDS

Any vendor/contractor providing goods or services to the District must maintain and provide access to any records the vendor has related to the provision of those goods and service to the District. A vendor's/contractor's failure to comply with this provision of the District's Procurement Policy will be deemed a default and may provide cause for termination of the contract and debarment.

76.0 COMPLIANCE WITH THE PROCUREMENT POLICY:

By providing any good or service to the District, the vendor/contractor agrees to comply with the provisions of this Procurement Policy. Failure of a vendor/contractor to comply with the terms of this procurement policy may be deemed as a default or breach of contract and provide cause for termination of the contract.

87.0 LEGAL CITATIONS

Section 1.01

Art. VII, §1, Fla. Constitution limits the expenditure of tax revenue to public purpose. *Brown v. Winston*, 197 So. 543 (Fla. 1940); 1958 Op. Att’y Gen. Fla. 085-305 (Nov. 10, 1958).

Fair and equitable process. *Similar to* §287.001, Fla. Stat. (2012)

Section 1.0302

“Best” Similar to §287.012 (4), Fla. Stat. (2012)

“Competitive Selection” Similar to §287.012 (6), Fla. Stat. (2012)

“Electronic posting or electronic post” Similar to §287.012 (10), Fla. Stat. (2012)

“Invitation to Bid” Similar to §287.012 (15), Fla. Stat. (2012)

“Invitation to Negotiate” Similar to §287.012 (16), Fla. Stat. (2012)

“Request for Information” Similar to §287.012 (21), Fla. Stat. (2012)

“Request for Proposal” §287.012 (22), Fla. Stat. (2012)

“Request for Quote” Similar to §287.012 (23), Fla. Stat. (2012)

“Responsible vendor or bidder” Similar to §287.012 (24), Fla. Stat. (2012)

“Responsive bid” Similar to §287.012 (25), Fla. Stat. (2012)

“Responsive vendor or bidder” Similar to §287.012 (26), Fla. Stat. (2012)

“Sole source” *Accela, Inc. v. Sarasota County*, 993 So. 2d 1035, 1041 (Fla. 2d DCA 2008) (Similar provisions in Sarasota County code were reviewed in this case).

Section 2.0

Auditor Selection §218.391, Fla. Stat. (2012)

Public Construction/Works §255.20, Fla. Stat. (2012)

Consultants’ Competitive Negotiation Act §287.055, Fla. Stat. (2012)

Section 2.02

Performance and Payment Bond - §255.05, Fla. Stat. (2012)

Public Records Exemption - §119.07 (1), Fla. Stat. (2012), provides that sealed bids/proposals are not subject to the public records production until such time as the District provides notice of a decision or intended decision or within ten (10) calendar days after bid or proposal opening, whichever is earlier. The 10-day period does not include the date of the notice or opening.

Reject all bids - *Webster v. Belote*, 138 So. 721 (Fla. 1931); *Department of Transportation v. Grove-Watkins Constructors*, 530 So. 2d 912 (Fla. 1988) (FDOT is empowered to reject any and all bids in the absence of fraud, collusion, bad faith or arbitrary action); *Couch Construction Co. v. Department of Transportation*, 361 So. 2d 172 (Fla. 1st DCA

1978)(FDOT has wide discretion to reject all bids and to call for new bids for public contracts, but in making such a determination, FDOT cannot act arbitrarily). “Even if the public entity makes an erroneous decision about which reasonable people may disagree, the discretion of the public entity to solicit, accept and or reject contract bids should not be interfered with by the courts, absent a showing of dishonesty, illegality, fraud, oppression or misconduct.” *Paul Jacquin & Sons, Inc. v. City of Port St. Lucie*, 69 So. 3d 306, 308 (Fla. 4th DCA 2011), reh'g denied (Oct. 6, 2011); *City of Cape Coral v. Water Services of Am., Inc.*, 567 So. 2d 510, 512 (Fla. 2d DCA 1990 (i.e. Bidder relies on the representations of the City namely that a bid would not be rejected because the contractor was not licensed, then contractor was the lowest responsive bidder the City attorney states City cannot award to non-licensed person - The court ruled the bidder gets its preparation costs.) *Gulf Real Properties, Inc. v. Dep't of Health & Rehabilitative Services*, 687 So. 2d 1336, 1337 (Fla. 1st DCA 1997) (after a protest is filed an entity will reject all bids).

Incomplete packages or minor abnormalities - Whether material or immaterial turns on whether providing the bidder the waiver would give substantial advantage over other bidders. *Tropabest Foods, Inc. v. State Department of General Services*, 493 So. 2d 50 (Fla. 1st DCA 1986).

Drug Free Workplace - §287.087, Fla. Stat. (2012) Local Preference – Example §255.04, Fla. Stat. (2012)

Tax Saving Program – Chapter 212, Fla. Stat. (2012)

Protest *Similar to* §120.057(3), Fla. Stat. (2012)

Section 2.03

Factors to consider - §287.055, Fla. Stat. (2012)

Section 2.04

Public Construction exemptions - §255.20, Fla. Stat. (2012) Sole Source - §255.04, Fla. Stat. (2012)

Piggy- backing §189.4221, Fla. Stat. (2012).

Section 2.05

Continuing Contract §287.055(2)(g), Fla. Stat. (2012)

| Section 2.0708

Public Entity Crime - §287.133, Fla. Stat. (2012)

Section 2.09

Ethics – §112.313, Fla. Stat. (2012)

| Section 65.0

Public Records – Chapter 119, Fla. Stat. (2012); *Similar to* §287.058(1)(c), Fla. Stat. (2012)

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director

TO: GOVERNING BOARD

FROM: KARA PETERSON

DATE: MAY 13, 2016

SUBJECT: AUDIT CONTRACT FOR THE FISCAL YEAR ENDING 2016

In July 2013, the District's Governing Board entered into an agreement with Rampell & Rampell, P.A. The term of the agreement is for an initial period of three (3) years to cover the fiscal years 2013 through 2015. The agreement also provided, by sole option of the District, that the District's Governing Board may extend the agreement for up to three (3) additional one year periods.

In February 2016, Rampell & Rampell, P.A. merged with a nationally recognized accounting firm, Morrison, Brown, Argiz and Farra, LLC (MBAF). Therefore, the option to extend the agreement for three (3) additional one year periods would be offered to MBAF. If the District decides to extend the agreement with MBAF, the same personnel from Rampell & Rampell, P.A. will continue to perform the audit engagement for the District.

It is the opinion of staff that Rampell & Rampell, P.A. has done an excellent job, and we support exercising the option to have MBAF conduct our audit next year. The attached engagement letter has been prepared to provide audit services for the fiscal year ending 2016. This document is consistent in form with the prior agreements and is for the previously agreed upon fee for audit services.

Staff recommends the contract be approved and executed by the Board. I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD authorize Chairman Boggie to execute the Agreement with MBAF for the provision of Audit Services for the fiscal year ending 2016."

Thank you for your consideration of this matter.

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

March 31, 2016

To the Governing Board and Executive Director
Loxahatchee River Environmental Control District

We are pleased to confirm our understanding of the services we are to provide Loxahatchee River Environmental Control District for the year ended September 30, 2016. We will audit the financial statements, including the related notes to the financial statements of Loxahatchee River Environmental Control District as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Loxahatchee River Environmental Control District's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Loxahatchee River Environmental Control District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Loxahatchee River Environmental Control District and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of Loxahatchee River Environmental Control District's financial statements. Our report will be addressed to the Governing Board and the Executive Director of Loxahatchee River Environmental Control District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we will retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Loxahatchee River Environmental Control District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial

statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Loxahatchee River Environmental Control District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Loxahatchee River Environmental Control District in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they

have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Loxahatchee River Environmental Control District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Morrison, Brown, Argiz and Farra, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency, oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Morrison, Brown, Argiz and Farra, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the a cognizant agency, oversight agency or pass-through entity. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 15, 2016 and to issue our reports no later than February 26, 2017. Deborah Diaz is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes sixty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Dispute Resolution

Should any problem arise concerning the Firm's professional services in any respect, you agree to immediately inform the firm in writing of its existence and full and exact nature of the problem. Such notification must: (1) be made within ninety (90) days of the completion or termination of the Firm's services under this engagement letter; and (2) afford the Firm the first opportunity to address/correct any purported problem(s) and afford a reasonable time in which to do so. If any dispute, controversy or claim arises in connection with or in any way related to the performance or breach of this Agreement (Including disputes regarding the validity or enforceability of this Agreement), either party may, upon written notice to the other party, request that the matter be mediated. Each party will be responsible for its own mediation related expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

Arbitration

If any dispute, controversy, or claim arises in connection with the performance or breach of this agreement, (including disputes regarding the validity or enforceability of this agreement) and cannot be resolved by mediation, (or if all of the parties to this letter agree to waive that process), then the dispute, controversy or claim will be settled by arbitration in accordance with the Rules of the American Arbitration Association ("AAA") for the Resolution of Accounting Firm Disputes. The arbitration hearings will take place in the city where the Firm's office handling this engagement is located, unless the parties jointly agree to a different locale. Such arbitration shall be conducted before a panel of three persons, one chosen by each party, and the third selected by the two party-selected arbitrators. The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive, indirect or consequential damages. The award issued by the arbitration panel may be confirmed in a judgment by any Federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of any dispute, controversy, or claim, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Releases

Neither party to this Agreement shall be liable to the other party for (1) any consequential damages (including, without limitation, lost revenue or lost profits) or incidental, special or punitive damages, even if advised of the possibility of such damages, or (2) for acts of negligence, in connection with or arising out of the services performed hereunder, unless it is also proven to an arbitration panel that the party was an intentional wrongdoer in accordance with law of the jurisdiction where arbitration occurs. Any damages assessed the Firm under any circumstances shall be limited to the engagement fees incurred and paid pursuant to this Agreement. In the event that we become obligated to pay any judgment or similar award, agree to pay any amount in settlement, and/or incur any costs as a result of inaccurate or incomplete information that you provide to us during the course of this engagement, you agree to indemnify us, defend us, and hold harmless as against such obligations, agreements, and/or costs.

Other

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter. This Agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this letter, signed by all the parties.

We appreciate the opportunity to be of service to Loxahatchee River Environmental Control District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Rampell Division of MBAF



Richard Rampell, CPA
Principal

RESPONSE:

This letter correctly sets forth the understanding of Loxahatchee River Environmental Control District.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director

TO: GOVERNING BOARD

FROM: KARA PETERSON

DATE: MAY 20, 2016

SUBJECT: RETIREMENT PLAN UPDATE

The District provides retirement benefits to staff through a defined contribution retirement plan known as the Loxahatchee River Environmental Control District Money Purchase Plan and Trust (the “Plan”). The Plan was first effective January 1, 1980, and has been revised and updated as necessary, with the most recent revisions approved by the Governing Board on August 20, 2015.

The Plan establishes an Administrative Committee to serve as the Plan Administrator with the responsibility to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, in accordance with the terms of the Plan. The Administrative Committee consists of the following persons: LRD Board Chairman (Gordon Boggie); LRD Trustee (Harvey Silverman); LRD Executive Director (Albrey Arrington); LRD Director of Finance and Administration (Kara Peterson); and an LRD Employee Representative (George Vazquez). Bonni Jensen (Klausner, Kaufman, Jensen & Levinson) is legal counsel to the Plan, and she works with the Administrative Committee to continually evaluate the plan and consider revisions necessary to keep the Plan in compliance with ever-changing regulations.

At the request of staff, Bonni Jensen, legal counsel to the Plan, drafted a revised and restated version of the Plan to provide for the rehire of former District employees and replaces the 1 year break in service language. Proposed additions to the Plan are underlined while proposed deletions to the Plan are shown using strikeout. Changes include:

- Deleting the 1-Year Break in Service language.
- Provides upon re-employment a vested former participant can participant in the Plan at the next enrollment date.
- Provides upon re-employment a non-vested former participant will be required to satisfy the eligibility requirements before once again participating in the Plan.
- Clarifies “Period of Severance.”
- Clarifies maternity/paternity leave.

Amendments to the Plan require the approval of the Administrator, the Trustee, and the Employer. The Administrator is the Administrative Committee. LRD Board Member Harvey Silverman is the Trustee. The LRD Governing Board is the Employer.

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

If the Administrative Committee approves the suggested changes on May 24, 2016, I suggest the following:

Harvey Silverman, as Trustee, is suggested to state on the record: **“The Trustee approves the amended and restated Loxahatchee River Environmental Control District Money Purchase Plan and Trust as presented.”**

Gordon Boggie, as member of the Administrative Committee, I confirm on the record that **“The Administrative Committee, as Administrator, approves the amended and restated Loxahatchee River Environmental Control District Money Purchase Plan and Trust as presented.”**

I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD approve the amended and restated Loxahatchee River Environmental Control District Money Purchase Plan and Trust as presented and with an effective date of May 26, 2016.”

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST

PROPOSED PLAN AMENDMENT FOR REHIRES

Effective January 1, 2016

Below is the proposed language to amend the Money Purchase Plan to provide for the rehire of former District employees. The below language replaces the 1 year break in service language in the Plan.

ARTICLE I - DEFINITIONS

* * *

1.10 "Eligible Employee" means any Employee:

- (a) whose customary employment is for more than thirty (30) hours a week, or persons whose customary employment is for more than five (5) months in any Fiscal Year; and
- (b) who is 18 years of age or older; and
- (c) who has completed one year of full time employment.

* * *

1.17 "Forfeiture" means that portion of the Employer's Contribution to a Participant's Account that is not Vested, and occurs on the earlier of:

- (a) the distribution of the entire Vested portion of a Terminated Participant's Account, or
- (b) the last day of the Plan Year in which the Participant has been terminated for ~~incurs five (5) consecutive 1-Years Breaks in Service.~~

Furthermore, for purposes of paragraph (a) above, in the case of a Terminated Participant whose Vested benefit is zero, such Terminated Participant shall be deemed to have received a distribution of his Vested benefit upon his termination of employment. Participants whose Vested benefit is zero shall be entitled to a refund of all employee contributions upon termination of employment. ~~Restoration of such amounts shall occur pursuant to Section 6.4(f)(2).~~ In addition, the term Forfeiture shall also include amounts deemed to be Forfeitures pursuant to any other provision of this Plan.

* * *

~~1.29 "1 Year Break in Service" means a Period of Severance which is of at least 12 consecutive months in duration.~~

1.331.34—“Period of Service” means the aggregate of all periods commencing with the Employee’s first day of employment or reemployment with the Employer and ending **upon termination of employment** on the date a 1-Year Break in Service begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service **for purposes of determining eligibility in Article III.** An Employee will also receive partial credit for any Period of Severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

Eligible Employees who are rehired and were vested for the first term of service shall be eligible for participation as of the earlier of the first day of the Plan year or the first day of the seventh month of the Plan Year without the requirement to work for an additional year.

Eligible Employees who were rehired and were not vested for the first term of service shall become a Participant effective as of the earlier of the first day of the Plan year or the first day of the seventh month of such Plan Year coinciding with or next following the date such Employee meet the eligibility requirements of Section 3.1, provided the Employee was still employed as of such date.

For purposes of determining an Employee's service under the Plan, any military service in the Armed Forces of the United States during which an Employee's employment and re-employment rights with the Employer are guaranteed by federal law (including the Uniformed Services Employment and Re-employment Rights Act of 1994) shall be recognized as service, provided such Employee applies for re-employment with the Employer after such separation from military service within the time prescribed by such law.

In the case of an individual who is absent from work for maternity or paternity reasons, the 12 consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a **severance but is not considered a Period of Service** 1-Year Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.341.35—“Period of Severance” means a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the 12 month anniversary of the date

~~on which the Employee was otherwise first absent from service.~~

As defined in Period of Service, absence ~~In the case of an individual who is absent from work for maternity or paternity reasons **is not considered a period of severance**, the 12 consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a 1-Year Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.~~

ARTICLE III - ELIGIBILITY

* * *

3.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the earlier of the first day of the Plan Year or the first day of the seventh month of such Plan Year coinciding with or next following the date such Employee met the eligibility requirements of Section 3.1, provided said Employee was still employed as of such date. ~~(or if not employed on such date as of the date of rehire if a 1-Year Break in Service has not occurred.)~~

Eligible Employees who are rehired and were vested for the first term of service shall be eligible for participation as of the earlier of the first day of the Plan year or the first day of the seventh month of the Plan Year without the requirement to work for an additional year.

Eligible Employees who were rehired and were not vested for the first term of service shall become a Participant effective as of the earlier of the first day of the Plan year or the first day of the seventh month of such Plan Year coinciding with or next following the date such Employee meet the eligibility requirements of Section 3.1, provided the Employee was still employed as of such date.

* * *

3.4 TERMINATION OF ELIGIBILITY

(a) In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Former Participant shall continue to vest in his interest in the Plan for each Period of Service completed while a noneligible Employee,

until such time as his Participant's Account shall be forfeited or distributed pursuant to the terms of the Plan. Additionally, his interest in the Plan shall continue to share in the earnings of the Trust Fund.

(b) In the event a Participant is no longer a member of an Eligible class of Employees and becomes ineligible to participate ~~but has not incurred a 1-Year Break in Service~~, such Employee will participate immediately upon returning to an eligible class of Employees. If such Participant terminates Service ~~incurs a 1-Year Break in Service~~, eligibility will be determined under the ~~break-in-service~~ rules of the Plan in Sections 1.33 ~~4.29~~ and 4.3.

ARTICLE IV – CONTRIBUTION AND ALLOCATION

* * *

4.3 ACCOUNTING AND ALLOCATIONS

(a) The Administrator shall establish and maintain an account in the name of each Participant to which the Administrator shall credit biweekly all amounts allocated to each such Participant as set forth herein.

(b) The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer contributions for each biweekly period. Within a reasonable period of time, but no later than 5 days after the date of receipt by the Administrator of such information, the Administrator shall allocate such contribution to each Participant's Account in accordance with Section 4.1.

(c) As of each Anniversary Date or on the Former Participant's employment termination date any amounts which became Forfeitures since the last Anniversary Date ~~shall first be made available to reinstate previously forfeited account balances of Former Participants, if any, in accordance with Section 6.4(g)(2).~~ The remaining Forfeitures, if any, shall be used to reduce the contribution of the Employer hereunder for the Plan Year in which such Forfeitures occur.

(d) Vested Participants shall be eligible to share in the allocation of employer contributions on a biweekly basis.

(e) Non-vested Participant's employer contributions shall be aggregated into a separate account in each Participant's name. These accounts shall be invested in the Plan's designated interest bearing money market fund so as to minimize the risk of any loss. When an employee vests, the Employer Contribution shall be combined with the Participant Directed Account.

(f) Participants' accounts shall be debited for any insurance or annuity premiums paid, if any, and credited with any dividends received on insurance contracts.

(g) If a **vested** Former Participant is reemployed **and still has an account with the Plan** after five (5) consecutive 1-Year Breaks in Service, then **the new Employee contributions and Employer Contributions will be added to the existing account balance so that there is only one account for the vested Former Employee.** ~~separate accounts shall be maintained as follows:~~

- ~~—— (1) — one account for nonforfeitable benefits attributable to pre-break service; and~~
- ~~—— (2) — one account representing his status in the Plan attributable to post-break service.~~

ARTICLE VI – DETERMINATION AND DISTRIBUTION OF BENEFITS

* * *

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

* * *

(g) (1) If any **vested** Former Participant shall be reemployed by the Employer before a 1-Year Break in Service occurs, he shall continue to participate in the Plan **as of the earlier of the first day of the Plan year or the first day of the seventh month of the Plan Year without the requirement to work for an additional year.** ~~in the same manner as if such termination had not occurred.~~

(2) ~~If any Former Participant shall be reemployed by the Employer before five (5) consecutive 1-Year Breaks in Service, and such Former Participant had received, or was deemed to have received, a distribution of his entire Vested interest prior to his reemployment, his forfeited account shall be reinstated only if he repays the full amount distributed to him before the earlier of five (5) years after the first date on which the Participant is subsequently reemployed by the Employer or the close of the first period of five (5) consecutive 1-Year Breaks in Service commencing after the distribution, or in the event of a deemed distribution, upon the reemployment of such Former Participant. In the event the Former Participant does repay the full amount distributed to him, or in the event of a deemed distribution, the undistributed portion of the Participant's Account must be restored in full, unadjusted by any gains or losses occurring subsequent to the Valuation Date coinciding with or preceding his termination. The source for such~~

reinstatement shall first be any Forfeitures occurring during the year. If such source is insufficient, then the Employer shall contribute an amount which is sufficient to restore any such forfeited Accounts.

(2)(3) If any non-vested Former Participant is reemployed then upon re-employment the non-vested Former Participant will be required to satisfy the eligibility requirements in Article III before the non-vested Former Employee can once again participate in the Plan. after a 1 Year Break in Service has occurred, Periods of Service shall include Periods of Service prior to his 1 Year Break in Service subject to the following rules:

(i) If a Former Participant has a 1-Year Break in Service, his pre-break and post break service shall be used for computing Periods of Service for vesting purposes only after he has been employed for one (1) Period of Service following the date of his reemployment with the Employer;

(ii) Any Former Participant who under the Plan does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions shall lose credits otherwise allowable under (i) above if his consecutive 1 Year Breaks in Service equal or exceed the greater of (A) five (5) or (B) the aggregate number of his pre-break Periods of Service;

(iii) After five (5) consecutive 1-Year Breaks in Service, a Former Participant's Vested Account balance attributable to pre-break service shall not be increased as a result of post break service;

(iv) Any Employee who terminates employment for any reason other than Retirement or by reason of Total and Permanent Disability shall, in the event of reemployment, be subject to the eligibility requirements set forth above in order to again become a Participant. No period of absence from employment by reason of a Leave of Absence shall be deemed to constitute termination of employment.

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Target Date
6	Jupiter Inlet Colony	240	Notified Owners – August, 2010 Notice of Intent – February, 2013 Interlocal Agreement Complete - April, 2014 Notice to Proceed – April 4, 2016	2013
9	Little Oaks/River Oaks	73	Notified Owners – September, 2011 Notice of Intent to Assess – April, 2014 Notified to Connect – March, 2016	2015
10	Turtle Creek Phase I	29	Notified Owners – September 2012 Engineering Study Complete – May, 2015 Notice of Intent – February, 2016 60% Design Complete – March, 2016	2016
10	Turtle Creek Subsystem 4	52	Notified Owners – September 2012 Notice of Intent – February, 2016 Detailed Design Contract – May, 2016	2016
	Turtle Creek Subsystem 3	5		
10	Turtle Creek Subsystem 2	TBD balance 51 lots	Notified Owners – September 2012 Preliminary Design Complete – March, 2016 Preference Survey – May, 2016	2016
10	Turtle Creek Subsystem 1	TBD balance 56 lots	Notified Owners – September 2012 Preliminary Design Complete – March, 2016	2016
11	Jupiter Farms (East)	708		TBD
11	PB Country Estates	1547		TBD
14	Whispering Trails	181	Notified Owners – January 2013 Preliminary Eng. Contract – March, 2016	2017
16	Limestone Creek Road-West	82	Notified Owners – January 2013	2018
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011	2019
20	New Palm Beach Heights	34	Notified Owners – January, 2016	2019
22	Bridgewater	70		2019
	UN-RANKED (not in priority order)			
	Jupiter Farms <i>(commercial)</i> RV Park	72.5 ECs	By Agreement Developer Project Permitted–February, 2015	2011
	PBC Riverbend Park <i>(institutional)</i>	12 ECs	Construction complete Notified of sewer availability Costs paid, plans reviewed	2011

* Rank based upon "2010 Septic System Inventory & Assessment"

Remnant Areas

Rank	Area Description	Lots	Activity	Target
A	North A-1-A	3	Postponed -Town Activities in area	2012
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Owner notified FDOT budget request submittal April, 2011 All Easements obtained Notified to Connect – February, 2016	2012
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Obtaining Easements from Town of Jupiter	2014
F	815 S. US 1 (Yum Yum Tree)	9 ECs	Notified Owners – November, 2014	2016
G	Hibiscus Ave, Juno	10	Notified Owners – June, 2013 Notice of Intent – March, 2016 Bid Open – June, 2016	2016
G	Olympus Dr., Juno (LP)	3	Notified Owners – June, 2013	2016
G	Ocean Dr., Juno (LP)	5	Notified Owners – June, 2013 Notice of Intent – March, 2016 Design in Process – March, 2016	2016
G	Riverside Dr. Phase 3	4	Notified Owners – February, 2014 Notice of Intent – March, 2016 Notified to Connect – March, 2016 Final Assessment – May, 2016	2016
G	3831 Beacon Hill Rd	1	Notified Owner – January, 2015 Notice of Intent – January, 2016 Construction started, May, 2016	2016
G	10828 Whispering Pines Trl-MC	1	Notified Owners – October 2012 Notice of Intent – January, 2016 Permits Received – April, 2016	2016
G	Hyland Terr Properties Services-MC	9	Notified Owners – October 2012 Notice of Intent – January, 2016 Contract Award – May, 2016	2016
G	SE Linden St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Contract Award – May, 2016	2016
G	SE Pine Grove St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Contract Award – May, 2016	2016
G	SE Harken Terr Ph I-MC	7	Notified Owners – October 2012 Notice of Intent – January, 2016 Contract Award – May, 2016	2016
G	SE Harken Terr Services-MC	2	Notified Owners – October 2012 Notice of Intent – January, 2016 Contract Award – May, 2016	2016
H	SE Harken Terr Ph II-MC	2	Notified Owners – December 2015	2017
H	Lenmore Drive LP	6	Notified Owners – October, 2014 Notice of Intent to Assess – April, 2016	2017
H	US 1, Juno Beach <i>(commercial)</i>	2	Notified Owners – January, 2014	2017
H	Shay Place, Tequesta	11	Notified Owners – July, 2013	2017
H	County Line Road - Martin Co.	3	Notified Owners – July, 2013	2017
H	Tequesta Dr E	2	Notified Owners-March, 2015	2017
H	14100 US Hwy 1, Juno Beach	1	Notified Owner-March, 2015	2017
H	96 Pine Hill Trl E	1	Notified Owner – February, 2015	2018
I	8 th Street	3	Notified Owners – January, 2014	2018
I	Chippewa Street	6	Notified Owners – January, 2014 Petition received – April, 2016	2018

* Rank based upon “2010 Septic System Inventory & Assessment”

** Revised Date

TBD = To be determined

Private Road Areas

Rank *	Area Description	# Lots	Activity	Target Date
AA	Peninsular Road	5	*Private Road Notice of Intent – February, 2010 Partial construction complete - June, 2013 Soliciting easements for remainder of project	2010
BB	Rivers Edge Road (Martin Co)	35	Notified Owners – August, 2010 Private Road - Design started Notice of Intent – February, 2014 Easements Solicited – May, 2014 Project Delayed	2013
CC	Clark Lane Phase II	3	*Private Road Owners notified June, 2012 Notice of Intent to Assess – June, 2015 Notified to Connect – April, 2016 Final Assessment – May, 2016	2014
CC	171 st Street Martin Co.	7	*Private Road In House Design Owners notified October, 2012 Possible Coord. w/Water Co.	2014
CC	Jamaica Dr	11	*Private Road Owners notified Oct, 2012 In House Design started	2014
CC	197 th Place, 66 th Terrace, 66 th Way	21	Notified Owners – Aug, 2010 *Private Roads Notice of Intent to Assess – February, 2015	2014
DD	Taylor Road	38	Notified Owners – September, 2011 *Private Roads	2015
EE	Imperial Woods	47	Notified Owners – October, 2010 Withdrew Notification – Feb, 2011 Private HOA – Letter sent-April, 2016	2016
EE	Hyland Terr Ph II/E of River Ridge • Hobart St	18	Notified Owners – October 2012 Private Roads	2016
FF	Rolling Hills	51	Notified Owners – January 2013 Private HOA	2017
FF	Gardiner Lane	2	Notified Owners – July, 2013 Private Road	2017
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017
GG	Rockinghorse (north of Roebuck Road)	10	Notified Owners – January 2013	2018
GG	Island Country Estates	47	Notified Owners – January 2013 Private HOA	2018
HH	SE Indian Hills	12	Notified Owners – January, 2016 Easement for Road & Utilities, No Dedication	2019

* Rank based upon "2010 Septic System Inventory & Assessment"

** Revised Date

TBD = To be determined



DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.

CONRAD J. DESANTIS

Business & Real Estate
Also Admitted in Pennsylvania

TIMOTHY W. GASKILL

Business, Probate
Family Litigation

DONALD R. SMITH

Personal Injury & Wrongful Death
Commercial Litigation

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TERRI L. VLASSICK

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI

ADMINISTRATOR

CURTIS L. SHENKMAN

May 9, 2016

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members
2500 Jupiter Park Drive
Jupiter, FL 33458

RE: PENDING LITIGATION STATUS REPORTS

Dear Board Members:

We are enclosing herewith a brief status report relating to all litigation in which the Loxahatchee River Environmental Control District is presently involved. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

/s/ Timothy W. Gaskill

TIMOTHY W. GASKILL

/kmb

Attachments

cc: Curtis L. Shenkman, Esquire

OTHER LITIGATION

ACTION: In Re Estate of Israel Marquez et al ...Loxahatchee River Envir Control District
Owner: Estate of Israel Marquez **Property:** 911 Hawie St.
Case No. 50-2010-CP-004006XXXXSBIY

TYPE OF ACTION: Mortgage Foreclosure by Lender, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Petition
COMMENTS: Action foreclosing mortgage– Encon named for lien interest
STATUS: Pending

11/24/14	District served with Petition re Homestead and Real Property as Estate Asset; Filed Answer and Affirmative Defenses; Hearing to be held
12/10/14-1/6/15	No change in status
2/3/15	No change in status
3/6/15-5/11/15	No change in status; monitoring probate action; monitoring for activity;
6/8/15-7/9/15	No change in status
8/7/15 – 10/12/15	No change in status, continuing to monitor probate
11/10/15	There is a pending Motion to sell real estate set for hearing in December, continue to monitor
12/7/15	No change in status
1/18/16 – 5/9/16	No change in status

LIEN FORECLOSURES

NONE

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS

ACTION: Habitat for Humanity of Palm Beach County Inc et al ...Loxahatchee River Envir Control District
Owner: CONOLIUS SHIVERS **Property:** 6868 Church Street
Case No. 50-2015-CA-010595 XXXXMBAW

TYPE OF ACTION: **Mortgage** Foreclosure by Lender, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Complaint upon District
COMMENTS: Action foreclosing mortgage– Encon named for lien interest
STATUS: **Pending**

11/10/15	Mortgage foreclosure action; District served with Complaint; Notice of Appearance; Notice of E-Mail Designation and service address filed; Improper Summons; Filed Answer, Affirmative Defenses and Counterclaim/Crossclaim
12/7/15	LRD's claims were paid in full as part of settlement of foreclosure action by Lender/Plaintiff; Satisfactions to be prepared and recorded for outstanding liens.
1/18/16	Paid in full for outstanding liens in settlement and Satisfactions and Voluntary Dismissal/Release of Lis Pendens to be filed upon receipt of Plaintiff's Notice of Dropping Party Defendant LRECD.
2/5/16	File to be closed upon receipt of Notice Dropping Party.
3/4/16	No change in status
4/8/16	Settled – Liens Satisfied; Filed N/Voluntary Dismissal of LRD's Counterclaim/Crossclaim; Plaintiff filed its Notice Dropping LRD as party defendant. File to be closed
5/9/16	FILE CLOSED

ACTION: West Coast Servicing Inc. v Guy-Wilson et al ...Loxahatchee River Envir Control District
Owner: JOHANNA GUY-WILSON **Property:** 6359-6 Riverwalk Ln
Case No. 50-2015-CA-014203 XXXXMBAW

TYPE OF ACTION: **Mortgage** Foreclosure by Lender, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Complaint upon District
COMMENTS: Action foreclosing mortgage– Encon named for lien interest
STATUS: **Pending**

2/5/16	Mortgage foreclosure action; District served with Complaint; Notice of Appearance; Notice of E-Mail Designation and service address filed; Answer, Affirmative Defenses and Counterclaim/Crossclaim/ filed; in process of serving defendants
3/4/16	Case in discovery stages; to forward settlement offer to Plaintiff re LRD Liens and Counterclaim
4/8/16	Service of Process being made upon defendants; Plaintiff filed Notices of Dropping uninterested party defendants;
5/9/16	Continuing Service on defendants; monitoring for activity

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS (continued)

ACTION: Mortgage Solutions of Colorado, LLC v Osborne et al ...Loxahatchee River Envir Control District
Owner: JAMES CLAYTON OSBORNE, JR. **Property:** 6334 Ungerer St.
Case No. 50-2015-CA-014396 XXXXMBAW

TYPE OF ACTION: Mortgage Foreclosure by Lender, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Complaint upon District 1/19/16
COMMENTS: Action foreclosing mortgage– Encon named for lien interest
STATUS: Pending

2/5/16	Mortgage foreclosure action; District served with Complaint; Notice of Appearance; Notice of E-Mail Designation and service address filed; To file Answer/Counterclaim/Crossclaim
3/4/16	Settlement offer sent to Plaintiff's counsel; waiting for response; case in discovery stage
4/8/16	Settled – Liens Satisfied; Filed N/Voluntary Dismissal of LRD's Counterclaim/Crossclaim; Plaintiff filed its Notice Dropping LRD as party defendant.
5/9/16	LRD Notice of Voluntary Dismissal filed per settlement and payment in full through 1 st /16 ; file to be closed

ACTION: FNMA v James Fils-Aime et al ...Loxahatchee River Envir Control District
Owner: JAMES FILS-AIME AND MARIE R ALEXIS **Property:** 6895 1st St., Jupiter
Acct #2146900 **Case No.** 50-2016-CA-002502 XXXXMBAW

TYPE OF ACTION: Mortgage Foreclosure by Lender, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Complaint upon District 3/24/16
COMMENTS: Action foreclosing mortgage– Encon named for lien interest
STATUS: Pending

3/24/16	Mortgage foreclosure action; District served with Complaint;
4/8/16	Prepared and filed Notice of Appearance; Notice of E-Mail Designation; Preparing Answer, Counterclaim and Crossclaim for filing;
5/9/16	Answer, Affirmative Defendants, Counterclaim and Crossclaim filed; service in process on defendants;

MEMORANDUM

TO: Albrey Arrington, Ph.D. / Loxahatchee River District

COPY: Clint Yerkes / Loxahatchee River District
Tom Vaughn / Loxahatchee River District
John Koroshec / Hazen and Sawyer
Felipe Martinez / Hazen and Sawyer

FROM: Albert Muniz / Hazen and Sawyer

DATE: May 18, 2016

FILE: 42009-025.3.1.3

SUBJECT: Loxahatchee River District
Engineer's Monthly Status Report through April 2016

The following is a summary of work performed by Hazen and Sawyer, P.C. (Hazen) on Loxahatchee River District (LRD) projects through the above referenced date.

General Operational Assistance – This project involves providing LRD with engineering assistance related to wastewater operations.

Monthly Progress

- LRD staff and Hazen personnel continue to communicate to discuss plant operations on an as needed basis. The wastewater treatment process continues to perform well
- Hazen continues to provide assistance on an as needed basis

Deep Bed Sand Filters – Final Design and Construction Management Services – The existing traveling bridge filters and filter structure have served the LRD wastewater treatment facility for over 20 years and are in need of significant rehabilitation and repair. In lieu of repair and replacement, it is the LRD staff's desire to replace the filters with deep bed sand filters. Deep bed filters offer additional benefits over traveling bridge filters including de-nitrification capabilities as well as proven performance during plant upset conditions. Design of the project is complete and the project has entered the construction phase.

Monthly Progress

- A pre-construction meeting was held on January 13, 2016 and Kirlin was issued a Notice to Proceed on January 18, 2016
- Kirlin has secured all building and trailer permits and has been mobilizing on-site
- Construction trailers are on-site with FPL electrical hook-ups anticipated for completion by April 15th.
- Progress meetings are being held bi-monthly
- A pre-concrete conference was held on March 18, 2016

- Shop drawings submittals from the contractor are progressing
- Geotechnical work (subsurface vibro-compaction) associated with the filter subgrade has been completed
- Installation of formwork and steel placement for the deep bed filters continues. Kirlin has completed the first two concrete pours on the filter structure. Excavation for installation of underground electrical ductbank is also proceeding.



Mechanical Integrity Testing for 2016 – Hazen was authorized to begin permitting for the 2016 standard 5-year Mechanical Integrity Test (MIT) as required by the injection well operating permit. Testing must be completed by May 31, 2016. Below is a summary of activities performed to date:

- Hazen submitted the MIT plan to FDEP on November 11, 2015
- FDEP reviewed the plan and approved it on November 13, 2015
- Hazen finalized design and assisted with negotiations of contract with All Webb's Enterprises to perform MIT work
- Project pre-construction meeting planned for April 6
- MIT work
 - Casing pressure test completed April 14
 - Video survey completed April 15
 - Temperature log completed April 18
 - Radioactive Tracer Survey completed April 18

As always, please feel free to contact us should you have any questions or need to discuss the progress of any of the above projects in more detail.





HOLTZ CONSULTING ENGINEERS, INC.
270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

MEMORANDUM

To: Clint Yerkes, Deputy Director, Loxahatchee River Environmental Control District

From: Christine Miranda, PE
Holtz Consulting Engineers, Inc.

Date: May 12, 2016

Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through May 12, 2016:

Loxahatchee River Road Reclaimed Water Main Replacement

- We are waiting for the Florida Department of Environmental Protection to issue the submerged land lease. This is the only outstanding permitting issue. A force main extension from Eagle's Nest will also be incorporated into this project under a separate work authorization. Upon receipt of the submerged land lease and incorporation of the force main design into the project the plans and specifications will be finalized and the project can be advertised for bidding.

Jupiter Plantation Lift Station #13 Force Main Replacement

- The preconstruction meeting for this project was held on May 11, 2016. Upon receipt of the Town of Jupiter Engineering Permit, the Notice to Proceed will be issued to the Contractor which is anticipated to occur at the latest by the end of the month.

Maplewood Lift Station #21 Force Main Extension

- The project was awarded to Felix Associates of Florida. An electronic copy of the contract documents has been provided to District staff for signature by the Contractor and the District. Upon execution of the documents, a preconstruction meeting will be scheduled for the project and a Notice to Proceed will be issued.

Turtle Creek Phase I

- Information obtained on additional septic tank location forms received and incorporation of the comments 60% design submittal are currently being addressed. A 90% design submittal will be made to staff for review and comment by May 20, 2016.

Turtle Creek – North End – Subsystem 3 Low Pressure Force Main System

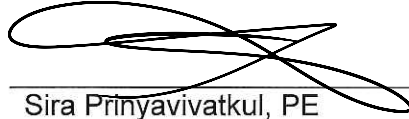
- The project was approved at the April board meeting. Survey for the project will be commencing shortly.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
ENGINEER'S MONTHLY STATUS REPORT THRU APRIL 30, 2016

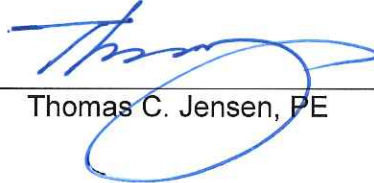
JUPITER INLET COLONY NEIGHBORHOOD REHABILITATION

- Jupiter Inlet Colony Town Hall Meeting conducted on April 4th, 2016.
- Ongoing review of shop drawings.
- Modifications to construction plans to narrow the pavement width per JIC request is ongoing.
- Coordination with Contractor on a construction schedule is ongoing.
- Coordination to utilize private properties onsite for storage/staging is ongoing.

ARCADIS, Inc.


Sira Prinyavivatkul, PE

Kimley-Horn and Associates, Inc.


Thomas C. Jensen, PE



***Loxahatchee River Environmental Control District
Monthly Status Report
May 12, 2016***

Submitted To: Clinton Yerkes, Deputy Director

The following is a summary of work performed by Mathews Consulting, Inc. (MC) on District projects through May 12, 2016.

Little Oaks / River Oaks Neighborhood Sewering

The Construction Contract was awarded to Foster Marine Contractors in the amount of \$1,548,615. NTP was issued to the Contractor on 7-20-15. The Substantial Completion date was 2-19-16 and the final completion was issued on 4-24-16. MC reviewed pay requests, coordinated construction activities with the District, Contractor and PBC, provided final inspection, assisted with resident complaint resolutions, and worked on close-out documents.

Alternate A1A Subaqueous Forcemain Study

The Draft Temporary / Emergency Bypass Pumping Plan was submitted to the District for review on 1-13-16. The District provided MC comments on the Draft Temporary / Emergency Bypass Pumping Plan on 2-10-16. The final plan was submitted back to the District and approved.

MC has been coordinating with Hazen regarding their project with the Town of Jupiter for a new water main to be attached to the A.1.A. Bridge. A force main will also be added to Hazen's project that will be the selected alternative for the Alternate A.1.A. FM Study. MC submitted the draft Preliminary Design Report for the Alternate A1A Subaqueous Force Main Rehabilitation/ Replacement Study on 4-7-16. The District provided MC comments on the Preliminary Design Report on 4-12-16. MC is working on finalizing the report. Final report will be submitted to the District the week of May 16th, 2016.

Master Lift Station #1 Rehabilitation

MC finalized and submitted the Preliminary Design Report to the District on 5-13-16. The Final Report was revised based on comments provided by LRECD.

Whispering Trails Preliminary Design

MC held a kick-off meeting with the District on 4-28-16. MC completed the preliminary layout for the Gravity Sewer System and the Low Pressure Sewer System. The District provided MC comments on both layouts. MC also began preparing Draft Preliminary Design Letter Report

Respectfully Submitted by:

MATHEWS CONSULTING, INC.

A handwritten signature in black ink, appearing to read "Rene L. Mathews".

Rene L. Mathews, P.E.
President



Busch Wildlife Sanctuary

Mr. Hitzig will be reviewing safety protocols for handling the animals at the Sanctuary.



Friends of the Loxahatchee River May 2016



River Center Summary Statistics

Year Month	General Visitors	Program Visitors	Outreach	Gift Shop	Donations	Memberships	Sponsors	Education Programs	River Center Programs	Special Events	Volunteer Hours
2015-04	1326	518	150	\$1,600	\$1,023	\$250	\$1,400	\$1,818	\$6,770	\$1,561	130
2015-05	1138	358	183	\$944	\$643	\$210	\$2,950	\$49	\$5,179	\$1,599	81
2015-06	2078	1031	160	\$1,355	\$837	\$200	\$520	\$3,087	\$4,365	\$420	487
2015-07	1936	1294	46	\$1,985	\$524	\$50	\$650	\$5,073	\$1,490	\$377	645
2015-08	1544	305		\$1,432	\$691	\$75	\$1,460	\$732	\$215	\$892	404
2015-09	1047	278	34	\$771	\$491		\$520	\$60		\$160	116
2015-10	1055	549		\$872	\$636	\$25		\$128	\$128	\$626	139
2015-11	881	255	144	\$1,192	\$560	\$150	\$460		\$667	\$815	135
2015-12	1078	277	51	\$2,749	\$663	\$250	\$8,460	\$82	\$210	\$186	149
2016-01	1083	606	348	\$1,083	\$496	\$150	\$2,410	\$93	\$4,065	\$679	158
2016-02	1178	295	2088	\$1,237	\$501	\$250	\$5,060	\$41	\$4,655	\$963	126
2016-03	1928	478	528	\$1,428	\$1,167	\$360	\$6,200	\$677	\$7,271	\$3,375	205
2016-04	1256	472	138	\$679	\$548	\$150	\$5,705		\$1,010	\$13,433	235

River Center

Eagle Scout Candidate, Jason Shawver, completed his Eagle Scout project for the River Center. The new storage shed for our kayak paddles and life vests is now available for the River Center to use. We are excited to now have an easy option for storing the vests and paddles. Previously, they were stored in the attic and getting them down, the vests especially, was difficult every time we had a program. It will also allow our campers the ability to carry and store their own gear.



Friends of the Loxahatchee River

On Friday, May 6th, the River Center welcomed Mr. Beau Yeiser, a Biological Scientist from the Florida Fish and Wildlife Conservation Commission. He presented research that was conducted in the fisheries of the Indian River Lagoon. During the presentation he described interesting marine life that he and his team have come across in their fisheries monitoring. One of the more fascinating animals he described was a Sunfish, or Mola Mola, that his team found in shallow water in the Lagoon. It was a truly great presentation by Mr. Yeiser and we look forward to working with him again in the future. We had about 40 guests for this presentation.



Special Programs

Night on the Loxahatchee: Shipwrecked in Paradise

Night on the Loxahatchee, the annual benefit for the River Center, was held on Saturday, April 2nd. The event raised over \$12,000 and will help fund the outstanding environmental education programming the River Center offers to all ages throughout the year. With over 160 people this was our largest event yet! This year's "Shipwrecked in Paradise" themed event transported guests back in time, passing through the River Center's doors to find themselves on an adventurous voyage where weather and pirates are just some of the challenges that travelers faced. Speakers



Peter Leo and Allen Balough brought to life the San Miguel de Archangel wreck just off Jupiter's coast and the exciting life of pirates from the 1700's. A wonderful group of sponsors made this event possible, including Cotleur & Hearing, Gentile, Glas, Holloway, O'Mahoney & Associates, Shipwreck Bar and Grill, and CDM Smith



Girl Scout EcoActionWorkshop – BUGS!

On Saturday, April 30th 52 Daisy and Brownie Girl Scouts visited the River Center for a special Girl Scout Bug Workshop. Brownies earned their Legacy Bug badge while the Daisy's earned their



Clover Petal learning how to use resources wisely. The girls created buggy crafts while learning about bug anatomy with antenna, eyes, and wings. They explored the garden finding all kinds of



different and unusual bug species as well as learning about good bugs and creating bug habitats. The Girl Scouts also became bug scientists doing bug research and creating bug posters. Most importantly they learned how much we rely on insects and how amazing they really are. At the end of the workshop, the girls gathered in a friendship circle where they released live lady bugs into the River Center's garden. The River Center staff

would like to thank all the partners and volunteers who participated in the workshop; especially the Society of Women Engineers and ERM Group Foundation Inc. for their continued support.

Wild and Scenic Film Festival at the Lighthouse

River Center staff was invited once again to participate in the Jupiter Inlet Lighthouse and Museum's second annual Wild and Scenic Film Festival on April 9th. A composition of short films was presented to a crowd of over three hundred like-minded environmental enthusiasts. The River Center was present to distribute information about the center and our upcoming events. It was a beautiful night for a film festival at the Jupiter Inlet Lighthouse.



Great American Clean Up

On Saturday, April 23 the River Center participated in the Great American Cleanup at Coral Cove Park with Keep Palm Beach County Beautiful. Over 30 volunteers came out to clean up trash and debris from the sandy beach and dunes of Coral Cove. We collected over 30 pounds of trash and recycling in just three hours. It was a great day for a cleanup and our volunteers were extremely successful in keeping Palm Beach County beautiful.

About Boating Safely Course

The River Center once again hosted the "Boating Safely" course presented by the US Coast Guard Auxiliary Flotilla 52 and sponsored by the AustinBlu Foundation on Saturday, April 23rd. Originally the class was to be taught in Spanish, however, due to lack of interest it was switched back to English. With just a week to go, we managed to almost completely fill the class, with a total of 25 participants. Our next class on Sunday May 15th has been full for over a month with a total of 38 participants signed up. The River Center is proud to be able to provide the opportunity for the people in our community to become better and safer boaters.

Outreach Activities

Snook Islands Kayak Tour (PBC ERM)

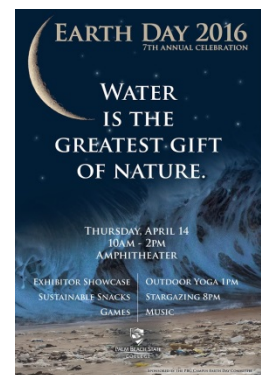


On Wednesday, April 27th the River Center partnered with Palm Beach County Environmental Resource Management to lead a kayak tour to Snook Island Natural Area. The “Adventure Awaits” event series was designed to get visitors and citizens of Palm Beach County into the natural areas. They have conducted trail runs, kayak tours, nature hikes, evening stargazing

programs and photography workshops. This kayak tour led 9 guests through the 13 year restoration project of the Lake Worth Lagoon. These manmade islands held a variety of mangrove species, oyster reefs, seagrass, and an abundance of animal life both above and below the water. The highlight of the night was spotting American Oyster Catchers and watching the beautiful sunset overlooking this amazing restored natural area.

Palm Beach State College Earth Day Celebration

River Center college intern Sam Warwick participated in a special outreach to Palm Beach State College in Palm Beach Gardens on April 14th. The college hosted its seventh annual Earth Day celebration. This event was planned by the Gardens Going Green Sustainability Committee. Its mission is to promote an appreciation for the planet while increasing awareness of issues related to the sustainability of the environment. The event kicked off with the “Earth Talks” forum featuring a series of local experts' presentations. They had exhibits and vendors with fun, food, music, and giveaways to learn more about sustainability! Sam saw more than 200 students and faculty promoting the River Center, our volunteer program, LRD, and the Loxahatchee River.



Volunteer of the Month: The River Center would like to announce that May’s Volunteer of the Month is awarded to Chase Vande Zande. Chase has been volunteering at the River Center since June 2013 alongside his wife and former staff member Danielle Vande Zande. Chase is a graduate of Florida Gulf Coast University and professional golf pro where he teaches golf at Don Law Golf Academy. Chase volunteers with our fishing clinics and special events, but is best known as our bartender for the Night on the Loxahatchee annual fundraiser. Chase’s wonderful personality and hard work ethic has made him a wonderful addition to the River Center family over the past three years. We thank him for his service and look forward to his continued support. Thank you for all that you do!!



Friends Membership – 63 active members; 8 new/renewals; 39 current sponsors

Annual Sponsors Recognition – John & Carol Parker, Edward Butzin (Wolverine Ventures), Geoff & Lynne Lieberman

Pratt & Whitney – The River Center received a \$5,000 annual sponsorship and a \$5,000 sponsorship for STEM (Science, Technology, Engineering, and Math) programs at the River Center. Those funds will directly support the Girl Scout workshops and events that the River Center currently offers. Each workshop includes STEM aspects to help girls earn their skill badges.

Upcoming River Center Events – RSVP at rivercenter@lrecd.org or 561-743-7123.

- June 3 – 12-1p: Friends of the Loxahatchee River Meeting: “Environmental Restoration of the Loxahatchee River” Join guest speaker, Rob Robbins of Palm Beach County’s Environmental Resource Management Division as he discusses the restoration projects in northern Palm Beach County relating to the Loxahatchee River - both past and present. Please RSVP.
- June 4 – 9a-12p: Family Fishing Clinic: Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Parents will learn important safety tips for taking kids fishing and how to abide by regulations when out fishing. The River Center in partnership with Fishing Headquarters provides half-day fishing clinics for kids that give your child a fun, engaging overview of: knots, lures and bait; fish identification; casting practice; fishing safety; conservation and regulation; and, of course, FISHING! Cost: \$10 per child. Register prior to event.
- June 11 – 10a-12p: Family Seine & Snorkel: Join River Center staff and volunteers for a splashing good time in our local estuary at Coral Cove Park. Snorkel, dip net, or seine to find cool critters. Staff and volunteers will help participants identify their critters and teach them about their role in our estuary. All the “catches” will be displayed temporarily in an aquarium at the shoreline so that everyone can enjoy. Please RSVP.
- June 18 – 8:30a-4:30p: About Boating Safely: While boating can be a fun and relaxing experience, operating a boat, especially for young people, can be dangerous. This issue was brought to light last summer when Austin Stephanos and his good friend were lost at sea. In hopes of preventing similar tragedies the River Center is collaborating with the US Coast Guard Auxiliary “Flotilla 52” to provide Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit founded in Austin’s name and dedicated to raising awareness and promoting educational programs to improve boater safety. Participating in effective boater safety training is the most significant thing boaters can do to decrease their risk of mishap while on the water. Potential boaters need to understand the dangers of boating in hazardous waters like the Jupiter Inlet. Although there is no cost for the class, a \$10.00 deposit per student is required to reserve a seat. This deposit will be refunded in full to all students who complete the class. Please bring a lunch. Pre-registration is required because space is limited. Registration will take place promptly at 8:00, the morning of class. Please register online now! www.tiny.cc/boatsafe.
- June 18 – 9:30a – 11:00a: Little Otters Family Fun: This is a NEW summer program designed for families with children ages 3-6 held on selected Saturdays this summer. The program will include a themed story, touch tank demonstration, garden exploration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet. Cost is free, but please RSVP to the event.

Director's Report

- Admin. & Fiscal Report attach. #1
- Engineering Report attach. #2
- Operations Report attach. #3
- Information Services Report attach. #4
- Other Matters attach. #5

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

D. Albrey Arrington, Ph.D., Executive Director



Memorandum

To: Governing Board

From: Kara Peterson, Director of Finance and Administration

Date: May 20, 2016

Subject: Monthly Financial Report

Balances as of April 30, 2016

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Amount
FL Community Bank	9 Months	10/12/16	0.50%	\$ 2,035,646
TD Bank	6 Months	07/18/16	0.56%	2,003,123
FL Community Bank	18 Months	02/28/17	0.75%	2,029,642
FL Community Bank	18 Months	02/28/17	0.75%	2,029,642
TD Bank	3 Years	06/02/17	0.92%	2,035,519
TD Bank	3 Years	08/04/17	1.19%	1,020,930
TD Bank	4 Years	08/19/17	1.40%	2,077,015
TD Bank	2.5 Years	03/02/18	1.11%	2,014,746
TD Bank	3 Years	05/22/18	1.14%	2,021,636
TD Bank	5 Years	08/19/18	1.87%	2,103,509
TD Bank	5 Years	04/29/19	1.88%	1,557,642
TD Bank	5 Years	09/22/19	2.09%	2,068,268
Subtotal				\$ 22,997,318
Other:				
FL Community Bank - Public Demand			0.86%	\$ 7,559,643
SunTrust-Business Account			0.35%	3,075,960
Subtotal				\$ 10,635,603
Total				\$ 33,632,921

Average weighted rate of return on investments is: 1.03%

As of 04/30/16:

3 month Short Term Bond: 0.22%

1 month Federal Fund Rate: 0.50%

Cash position for April 2015 was \$29,021,808. Current Cash position is **up** by \$4,611,113.

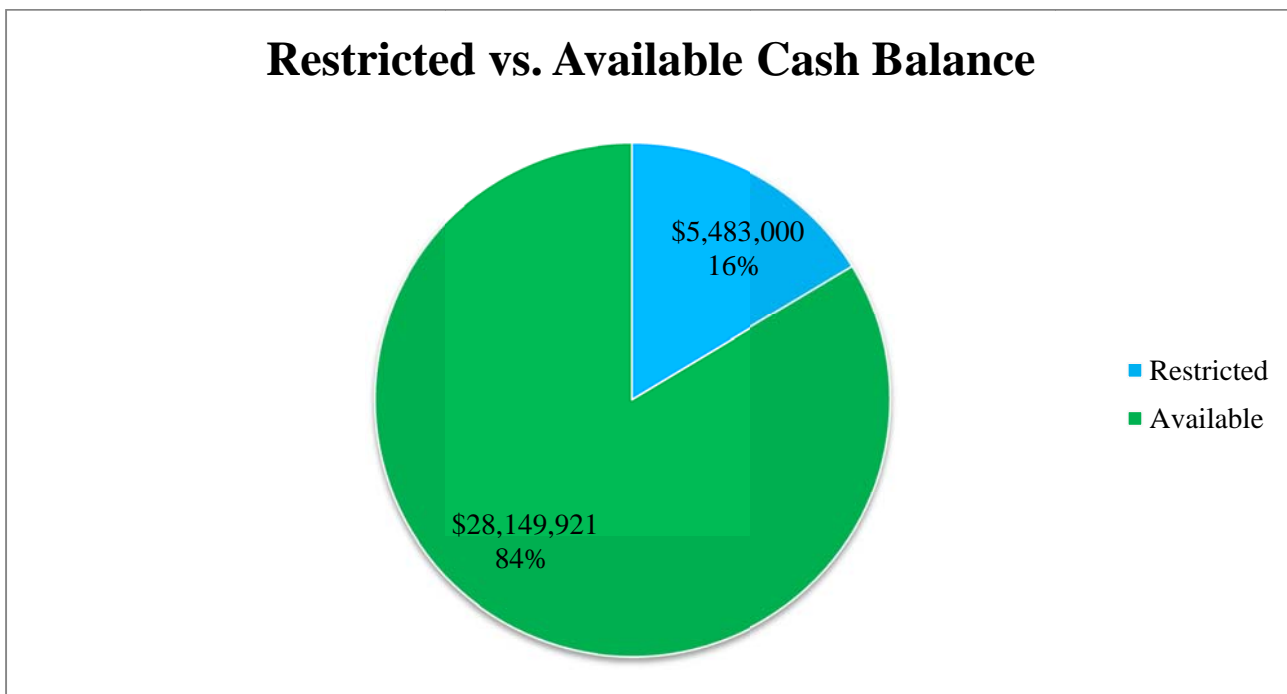
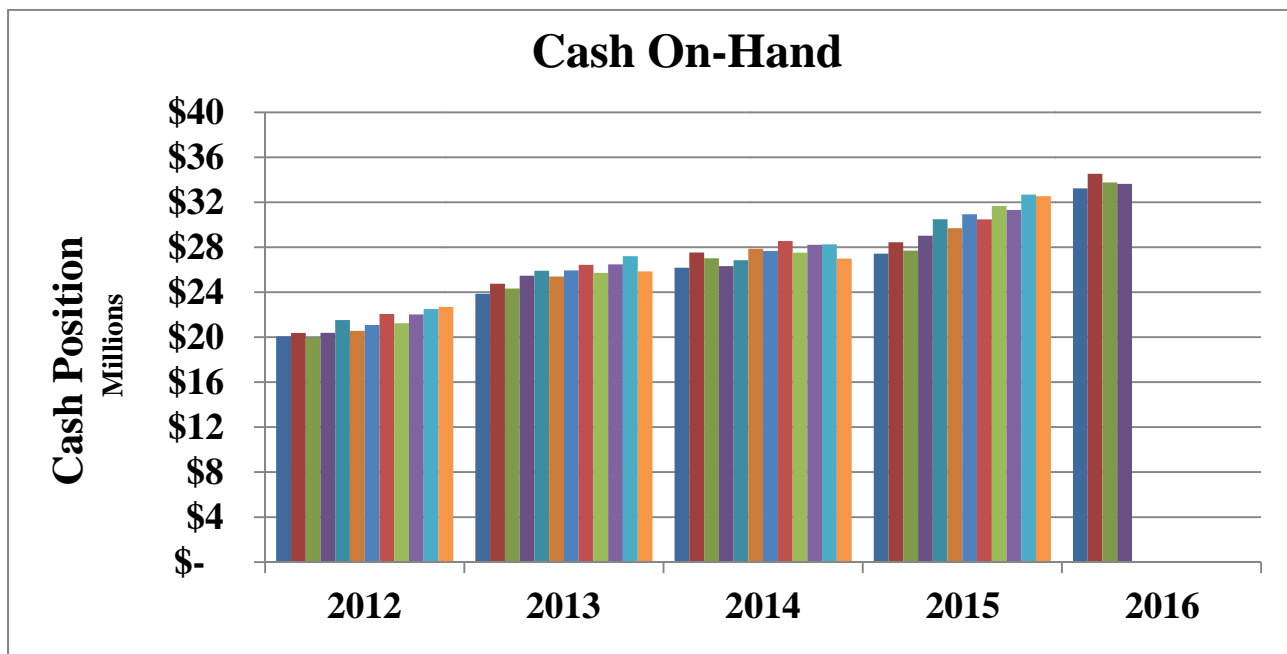
Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

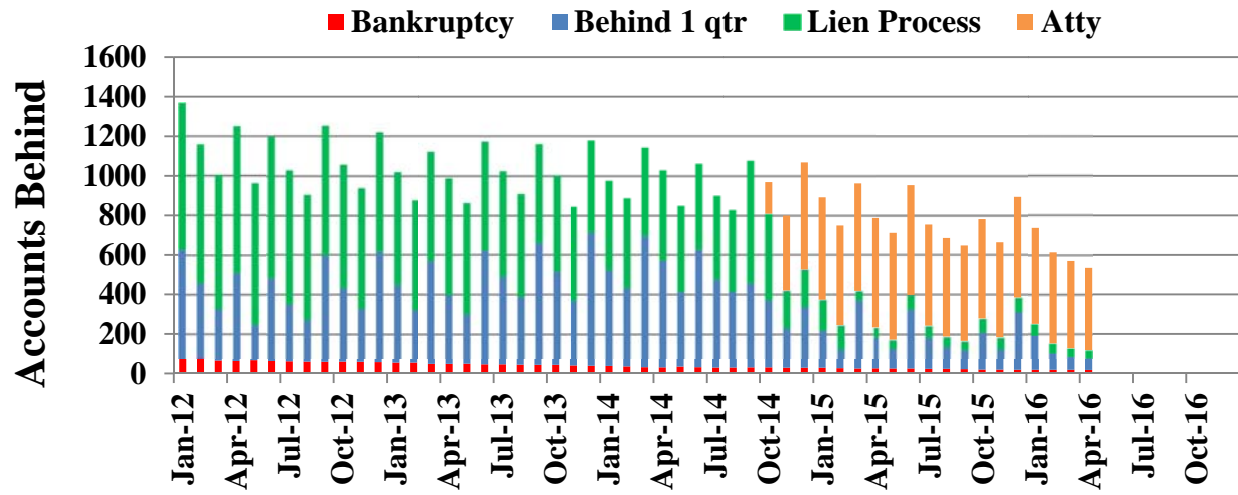
James D. Snyder
Board Member



Accounting:

- Sewer Services quarterly billing went out in April, the total billing was \$4,015,382 which was for approximately 31,244 customers or 70,167 equivalent connections.
- Legal fees collected for the month of April were \$13,042. The fiscal year-to-date total is \$91,782.
- Septage billing for April was \$732. All septage dumping accounts are current.
- Developer's Agreement – There were no new Developer agreements in April.
- I.Q. Water Agreements – Town Center Phase I is past due for February and March and Sophia is past due for March.
- Estoppels – For April is \$8,025. The fiscal year-to-date total is \$44,425.
- Accounts in Bankruptcy – 18; Accounts in 'Prior to Lien Process' – 60; Lien – 40 Accounts; Attorney – 416 Accounts; Mortgage Foreclosure (active) – approximately 4.

LRD Accounts Falling Behind



Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
Executive Director

FROM: Kris Dean, P.E.
Director of Engineering Services

DATE: May 16, 2016

SUBJECT: Director's Report - Engineering Division
May 2016 Board Meeting

Developer Projects

Staff were active on 12 Developer projects including the following activities.

Plan Review: Staff performed plan reviews for the following projects.

Els Center of Excellence Phase 2: The second phase of Els Center for Excellence, a school for children and adults with autism.

Pennock Preserve Phase 2 and 3: A new development on Island Way North. This project will ultimately serve 93 residential homes and include a gravity sewer collection system, lift station and force main with connection to the 8" force main installed along Island Way North in 2014.

Construction: Staff performed construction inspections, shop drawing review, RFI responses and/or attended preconstruction meetings for the following projects.

Sonoma Isles Residential Phase 2: This project provides a gravity collection system and lift station to serve approximately 275 residential units and club facilities. This project was formerly known as Lakewood and Parcel 19.

Pennock Preserve PUD Phase 1: This project connects Pennock Preserve to the existing Prada development and provides a gravity sewer system to 8 of the 16 residential lots.

Innovation Way: A right of way project in Abacoa on the west side of Institute for Healthy Living.

Jupiter Country Club Pod D (Phase 2): This project provides the second phase of the gravity sewer system to serve 40 residential lots in Jupiter Country Club.

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Windsor Park North Phase 1D: A gravity system to serve lots 40-47 where the Windsor Park Sales Center complex was previously located.

Final Completion: Staff performed final completion activities to include final inspections, record drawings review and punch lists.

Boyd Medical Building: This project included lining of existing clay gravity mains adjacent to the developed property.

Sonoma Isles Residential Phase 1: This project provides a gravity collection system and lift station to serve approximately 275 residential units and club facilities. This project was formerly known as Lakewood and Parcel 19.

Braman Motor Cars: A gravity system and oil/sand separators to serve the expanded facilities at Braman Motor Cars on Indiantown Road.

One Year Inspections: Staff performed one year warranty inspections on the following project.

Preserve at Juno: This project provided a gravity collection system with two lift stations to serve 29 residential lots off of US 1.

Capital Projects

Staff were active on 15 Capital projects including the following activities.

Design/Bid: Staff are currently in the design or bidding phase for the following projects.

Hylands Terrace (formerly reported as County Line Rd): Staff have completed the design for low pressure sewer systems to serve various residences on Harken Terrace, Whispering Pines Trail, Linden Street, Pine Grove Street and County Line Rd as part of the Neighborhood Septic Tank Conversion to Sewering Program.

Hibiscus Avenue: This project is currently out to Bid. Bids are due on May 30, 2016

Lift Station # 6 Rehabilitation: The project provides parking, landscaping and station upgrades.

Construction: Staff provided construction inspection and engineering oversight for the following projects.

Lift Station Rehabilitations for 2016: This project includes rehabilitation of 3 lift stations.

Cleaning, TV Inspection and Lining Services: The contractor is performing TV inspections of the gravity collection systems for Lift Stations 57, 58, 62, 65, 66, 68, 94 and 97 this month.

Consultant Projects:

Master Lift Station Rehabilitation Preliminary Engineering Report: Staff coordinated with the consultant for flow analysis. This project looks at the final phase of rehabilitation for the Master Lift Station located just east of Pennock Ln and Indiantown Rd. The project will include pump

replacement, electrical system evaluation, piping modifications, bypass facilities, isolation valves and coatings.

Alternate A1A Subaqueous Crossing Preliminary Engineering Report: The consultant submitted a draft bypass plan and met with staff to review options. This project looks at the replacement options and emergency bypass pumping plan for the 24” wastewater force main crossing the Loxahatchee River at Alternate A1A.

Loxahatchee River Road IQ Main Replacement: The consultant is working with ACOE for permitting. This project replaces the existing aerial crossing just north of the Eagles Nest development with a subaqueous directional drill.

Jupiter Inlet Colony Neighborhood Rehabilitation: This project provides a gravity collection system and lift station to serve the approximate 240 homes and town facilities located in Jupiter Inlet Colony. Construction is anticipated to begin in April 2016.

Little Oaks/River Oaks Gravity Collection System: Staff coordinated with the engineering consultant, attended progress meetings and provided periodic site inspections for progress, construction materials and dewatering sampling for this project that installs a gravity collection system and lift station to serve a combined 73 lots in the Little Oaks and River Oaks developments off of Roebuck Road.

Maplewood Drive Force Main: Staff performed plan, specification and permit reviews for this project that installs a new back up force main from LS 21 to the force main in Indian Creek Parkway. This project is currently out to bid.

Jupiter Plantation Force Main Replacement: Staff performed plan, specification and permit reviews for this project that replaces the existing force main from LS 13 in Jupiter Plantation to the gravity collection system in Center St. This project is currently in permitting with PBC Land Development

Turtle Creek: Staff performed preliminary plan reviews for this project that provides gravity sewers for Phase 1 of Turtle Creek Drive.

Whispering Trails PDR: Staff coordinated with the engineering consultant on the preliminary design for Whispering Trails to determine conceptual layouts and cost estimated for gravity and low pressure sewer systems.

Other Utility Projects

These projects include plan review, coordination and inspections associated with other utilities such as the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Palm Beach County and Martin Co.

Donald Ross Rd Improvements: A road way improvement project between I-95 and Military on Donald Ross.

Pine Gardens South: A Town of Jupiter project that provides storm system upgrades in the Pine Gardens South development.

Jupiter River Estates: A Town of Jupiter re-paving project in the Jupiter River Estates development.

A1A Bike Lane Project: A Town of Jupiter right of way improvement project on A1A south from US 1.

Construction

Staff were involved in various projects including the following activities.

LS 114: Staff installed a new 12" influent line drop in LS 114 to facilitate operating the station as a re-pump station.



Lift Stations 57, 58, 62, 65, 66, 68, 94 and 97: Staff are systematically working in these areas to locate or install right of way clean outs in coordination with upcoming TV inspections.

Signed,

Kris Dean, P.E.
Director of Engineering Services

/KD

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Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Albrey Arrington, Executive Director

FROM: Tom Vaughn, Director of Operations

DATE: May 11, 2016

SUBJECT: Operations Department Monthly
Report for April 2016

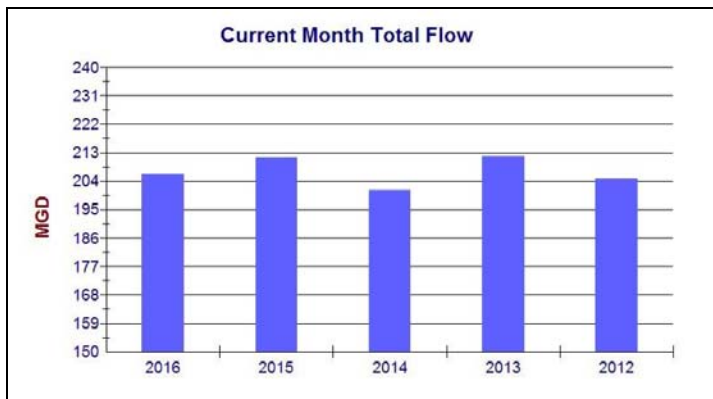
Treatment Plant Division

April was a very busy month with the Mechanical Integrity Test being performed on our injection well, the replacement of an FP&L transformer at electrical room # 3, and the David W. York water reuse award luncheon for 2015.

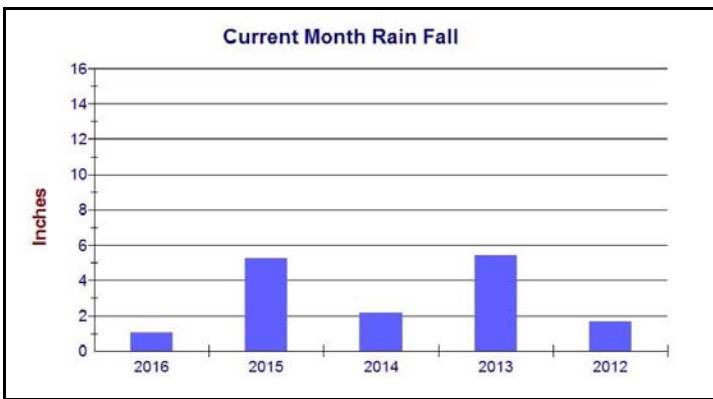
The Mechanical Integrity Test, also referred to as the M.I.T., was successful. Hazen and Sawyer and Florida D.E.P. representatives were on site to monitor the process and evaluate the data. The FP&L transformer by electrical room #3 showed signs of wear and was deemed replaceable by FP&L. The plant was placed on generators and a new transformer was installed.



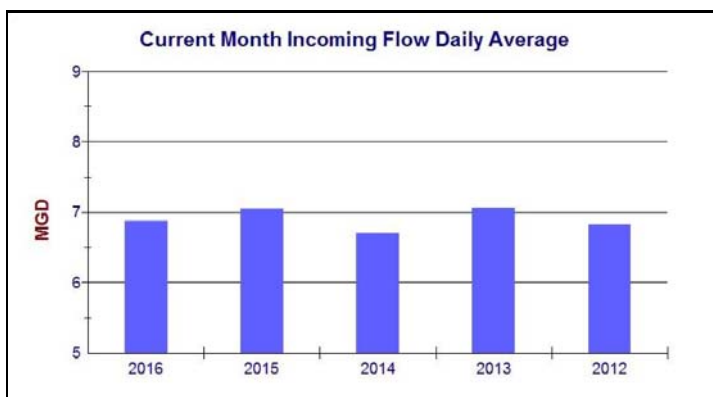
We have had another great month of no Permit exceedances.



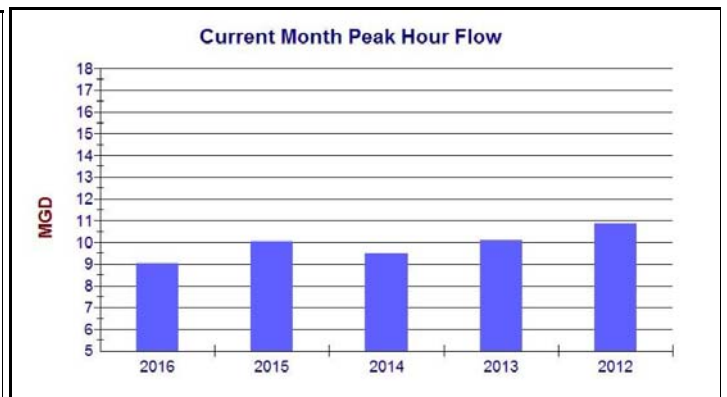
The plant total flow for the month of April was 206.10 million gallons.



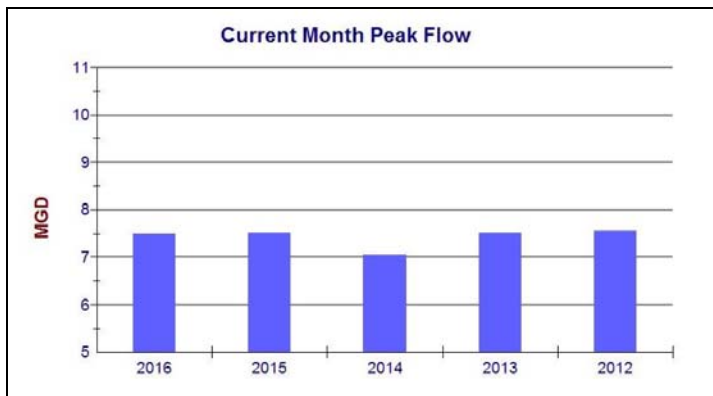
1.01 inches of rainfall were recorded at the plant site during the month of April.



The treatment plant incoming flow for the month of April averaged 6.87 MGD compared to 7.05 MGD one year ago for the same month.

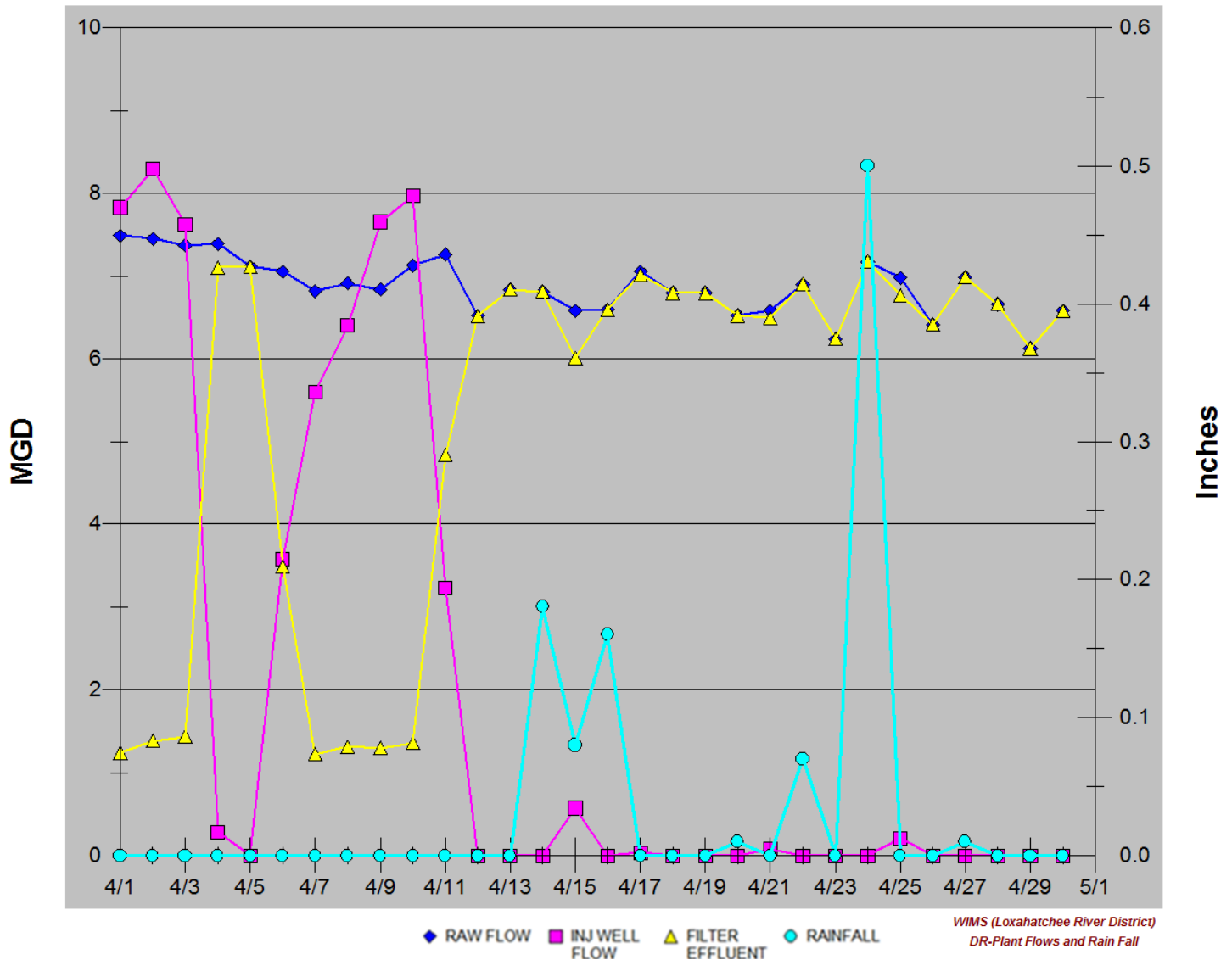


The peak hourly flow rate in April was 9.05 MGD.



The greatest single day average flow in April was 7.49 MGD.

The plant received 206.10 MGD of influent flow of which 158.16 million gallons were sent to the IQ storage system where they were dispersed as needed to the various golf courses and the Abacoa development sites. Due to wet weather conditions and 1.01 inches of rain during the month, 59.39 million gallons of blended effluent was diverted to the Injection Well. Overall, 76.74% of incoming flows was recycled for IQ use and the plant delivered 168.64 million gallons of IQ water to the Reuse customers.



For the year 2016, the plant recycled 42.88% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 393.97 million gallons.

All required monthly reporting has been submitted on time.

Safety / Compliance

TRAINING. Training for the month of April reviewed the hazards of Flammable Liquids. District employees learned the proper handling, storage, and use of flammable liquids. Flammable liquids are classified as any liquid having a flash point below 100°F (37.8°C).

It should be mentioned that the flash point was selected for the basis of classification because of the liquid's ability to generate vapors. It is the liquid's vapors that become the primary factor in determining the fire hazard since it is the vapor, not the liquid itself which burns.



D.E.P. The DEP requested a copy of the District's Spill Response Plan, as a template for other agencies to use as a guideline in developing their own plan.

The District's Spill Response Plan was chosen for the clean layout and thorough instructions to be followed in the event of a wastewater spill. The plan also contains contact information for all parties involved to make communication to and from users clear and precise.



The District has no injuries or lost time to report for the month of April.

Collections and Transmissions Division

BELOW. Waldo Cruz (Chief Operator), Anthony Nicoletto (Maintenance Foreman), Kevin Skellenger (Field Superintendent), and Alan Lopatosky (SCADA Systems Specialist) attended the 2016 FWRC (Florida Water Resources Conference) to receive the David W. York Award (Best Reuse Facility in the State of Florida 5-15 MGD) and the Best Large Collection System of the Year Award. Albrey Arrington (Executive Director) co-authored a presentation at the conference, and crashed the awards party.



RIGHT. Dr. Rostock, LRD Board Member, attended the LRD award picnic to express his appreciation to the staff for a job well done.



BELOW. LRD Collections Crew does a great job maintaining our collection system.



RIGHT. Residents of Little Oaks neighborhood began hooking up to recently installed sanitary sewer system;

Lift station #177 went on-line per District Engineering Department April 2016



BELOW. For reporting month, eleven (11) new low pressure systems came online in the low pressure pump station system.

District Vac Con Crew cleaned the following lift stations in April 2016; #171, 40, 209, 248, 163, 224, 37, 4, 206, 87, 83, 174, 34, 35, 158, 163, 121, 62, 61, and 105.

District Engineering one (1) year Bond inspections; none scheduled for reporting month

During reporting month, there were no major systems or equipment failures in Collection/Transmission systems that caused emergency or systems to not operate normally.



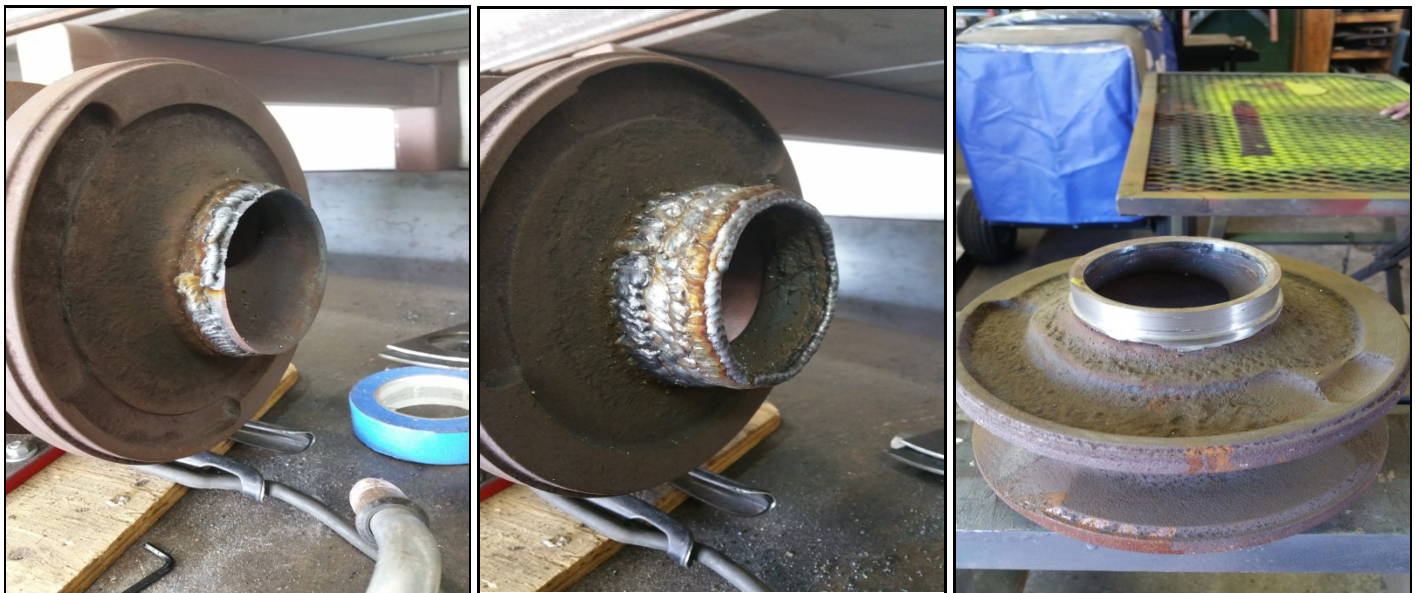
PICTURED. The Collections crew and Vac Con operators assisted in the cleaning of clarifier #2.

Maintenance

BELOW. The maintenance shop is conducting preventive maintenance on the blowers. The Maintenance department is training operational staff members on shaft alignment. The alignment of the blower and the motor are imperative to the longevity of the bearings.



The pump impeller was worn down to a sharp point and was in need of repair or replacement. The worn section of the pump was welded to build up the area for machining. The welding and machine work has been completed in house and is as good as factory.



Tidbits from Tom

April, 2016 - Memorial Day will be arriving in late May. This is a time to remember soldiers who have fought and died in service of the United States.

*"We cherish too, the Poppy red
That grows on fields where valor led,
It seems to signal to the skies
That blood of heroes never dies." – Moina Michael*



Moreover, we honor heroes of all classes in sharing the story below of a man whose mission it was to erect a monument in remembrance of fallen soldiers.



Claire Veech, commander of American Legion Post 54 in Gunnison, Colo., and fellow Vietnam War veteran Ralph Pike look over Soldierstone during Pike's first visit last summer. Photo by Lucas Carter

BY HENRY HOWARD

Editor's note: To honor the wishes of Soldierstone's creator, The American Legion Magazine will not release specific information related to the memorial's location.

In a vast, open field at 10,000 feet of elevation in the 1.8-million-acre Rio Grande National Forest stands a mysterious war memorial called Soldierstone.

Winding dirt and gravel roads leading to it are often blocked by snow or floods even in the summer. When roads are passable, travelers find the terrain challenging yet serene. The nearest ranger station is about 15 miles away, on the edge of a small Colorado town where two diners and a gas station are the only shopping options.

Given the memorial's remote location, it's no

HONORING OUR HEROES

surprise that few people visit Soldierstone. In fact, it is more common for cattle to be grazing in the field than

for people to be gazing at the memorial.

Visitors who do make it to the memorial often leave tributes: U.S. flags, campaign service medals, spent shell casings, coins and more.

Claire Veech, commander of American Legion Post 54 in Gunnison, Colo., says he usually leaves a .308 shell casing when he visits. "It's more or less to signify to the guys, here's ammo. 'You are still fighting.'"

Veech accompanies veterans and others who are curious. "When I first heard about it, Soldierstone meant nothing to me," says Veech, who was a Blue Water sailor during the Vietnam War. "Since I have been here maybe a dozen times, it means more. Most veterans I bring up are pretty impressed."

THE MAN BEHIND THE MEMORIAL Soldierstone's history is largely secret and its meaning often misinterpreted.

Stuart Allen Beckley, a retired Army lieutenant colonel and Vietnam veteran, was the visionary, architect and fundraiser for Soldierstone. His sister, Phyllis Roy, says he trained troops in Thailand and worked with armies in Vietnam, Korea, Cambodia and Laos.

One selfless act of courage propelled Beckley to make it his mission in life to honor those who assisted U.S. troops.

"He was impressed with a 10-year-old boy who had both legs blown off and crawled to the post to give a message to the Americans, which saved their lives," Roy remembers. "That experience just really impressed him so much – that so many people gave their lives, or jeopardized their lives. He just felt that they should be recognized."

Beckley clung to those memories while he spent a couple of years surveying the Continental Divide for the perfect spot for Soldierstone. He focused on finding a secretive location so the memorial would be shielded from vandals. He wanted to find "a remote place where people who should be looking at it would have access, but not in a place where anybody could tear it apart," Roy says. "He was

En mourant, afin qu'au moins l'honneur est sauf
– Dying, so that honor at least may be saved.

(Stone that serves as a memorial to the French who fell at the siege of Dien Bien Phu in 1954.)

Men Moulay Idriss djina Ja rebi taffou alina
– We come from the Sultan.

May God have mercy on our souls.

(This quote comes from a marching chant of the Moroccan Tirailleurs. It honors Arab North African soldiers who fought with the French Union forces in Indochina.)

During his first visit, Ralph Pike focused on a few key words etched on the tablets. "Valor and honor and sacrifice – those three words," says Pike, who served in the Army Reserve during the Vietnam era and is a member of Post 54. "It's really what it's about. It's about defending our country, doing something for someone other than yourself."

Soldierstone is "profound," he adds. "I have been to the Vietnam Memorial in Washington, D.C., where friends are memorialized. This is a little different."

concerned about people destroying it because Vietnam was such a sticky war."

Beckley spent 20 years and tens of thousands of dollars planning, designing and erecting the memorial. "He did everything for this memorial except physically construct it," Roy says. "He wanted to pay tribute to the French Legionnaires, U.S. allies in Southeast Asia and private citizens who helped the Americans."

The final design shows painstaking precision and heartfelt devotion. At the memorial's center is a 10-foot-tall monument with stone tablets on all four sides, surrounded by a triangular rock wall that suggests an abandoned outpost from Southeast Asia. Outside the wall are 36 300-pound granite stones in three concentric circles, representing soldiers defending the base. Each of the 36 stones contains quotes in languages of the Americans' allies: Vietnamese, French, Laotian, Cambodian and others.

Chết trong hơn sống đục

– Better to die in honor than live in disgrace.

(Vietnamese stone dedicated to those who gave their lives in the final days of the Republic of Vietnam.)

A DREAM REALIZED The project took on a sense of urgency in April 1994, when Beckley was diagnosed with terminal cancer.

After receiving federal approval for Soldierstone to occupy national park land, he spent months planning the installation. When that time came, a team composed of volunteers, the Army's 10th Special Forces Group, U.S. Forest Service personnel and a Colorado memorial firm completed the installation in one week. Soldiers took on the most difficult task: hauling the heavy stones up the mountain.

The memorial was dedicated July 14, 1995, in a small ceremony. Beckley's poor health prevented him from attending, though the event's details were relayed to him.

"When the Army chaplain began his blessing, it began to sprinkle, then the sun came out," says Roy, whose brother died in November 1995 without seeing the memorial in person. "He thought it meant that God was blessing it. My brother had tears in his eyes, which was very unusual." ☪

Henry Howard is deputy director of The American Legion's Media and Communications Division.

See ya' at the Top – (That's near Cheese Station "N")

Tom Vaughn
Director of Operations

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: May 18, 2016
SUBJECT: Monthly Governing Board Update for April 2016

WildPine Ecological Laboratory

Riverkeeper Project

In April, LRD and Town of Jupiter staff sampled 35 water quality monitoring sites. Similar to last month, seventy percent of the stations showed safe levels of microorganisms. There were no stations that exceeded DEP/EPA's Numeric Nutrient Criteria (NNC) for nitrogen and phosphorus. Water quality in general has been getting better as the weeks progress through the dry season. For example, the Jones/Sims Creek stations showed reductions of 40% in bacteria when compared to March.

Our Weekly Bacteria Program is getting more attention as we continue efforts to inform the public about water quality conditions in the recreational portions of the river. We picked 10 sites that are well known as wakeboard, paddleboard, snorkeling and swimming areas and monitor them for enterococci bacteria, an organism that *may* be associated with human illness. The water quality classification, from EPA's recommended criteria for enterococci, is Poor when there is more than 71 colonies/100 mL of marine water. We publish an interactive map and recently added a stoplight summary table like the one below containing our data on our website at: <http://tiny.cc/lrecd-bacteria>. Conditions were generally good throughout April following the very poor results following the heavy rains in late March.

Summary of Water Quality Testing for Enterococcus Bacteria in the Loxahatchee River										
Sampling conducted by the Loxahatchee River District's WildPine Laboratory										
Contact the WildPine Laboratory at (561) 747-5700 x122 or by email at: wildpine@lrecd.org										
www.loxahatcheeriver.org/wqresults.php										
GOOD = 0 to 70 cfu Enterococcus/100 ml river water										
POOR = 71 or more cfu Enterococcus/100 ml river water										
Date	20	30	51	62	Dub	ICM	RDP	SCE	SCW	TBR
5/12/2016	10	11	56	30	122	13	26	28	35	43
5/4/2016	23	28	58	20	30	4	66	22	12	28
4/27/2016	6	6	22	47	14	3	8	19	47	15
4/20/2016	13	18	4	20	9	1	68	39	12	8
4/13/2016	32	13	21	63	54	4	348	62	49	14
4/6/2016	48	24	21	162	43	3	100	42	76	33
3/30/2016	244	196	308	468	1092	152	5712	480	5760	196

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

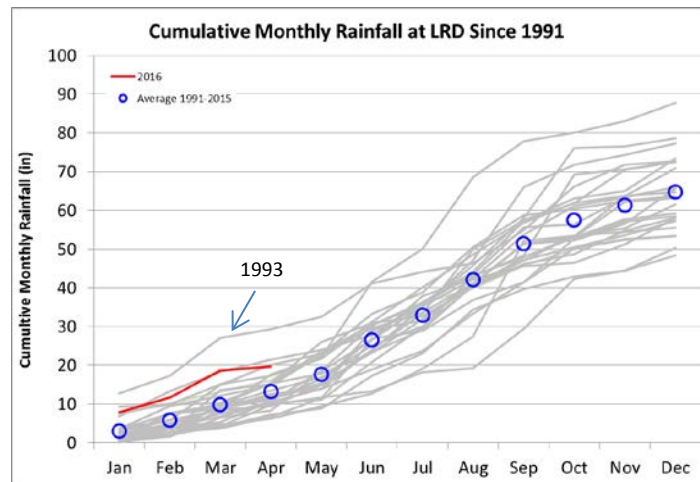
Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Hydrologic and Datasonde Monitoring

April 2016 was unusually dry having only 1.0” of rain measured at LRD. The 25 year mean for April is 3.4”. This brings the cumulative rainfall for the year up to 19.6”; approaching normal rainfall values but still above average for the year. The little rainfall for the month of April was distributed throughout the month with the largest daily total of 0.5” occurring on April 24.

Lower than normal rainfall resulted in decreased river flows compared to March, but higher than usual flows for April. Flow over Lainhart Dam at the beginning of the month was 225 cfs and gradually decreased throughout the month before ending with mean daily flow of ~50 cfs. Likewise, flow measured through the S-46 structure at the beginning of the month was 286 cfs and by the end of the first week had reduced to 0 cfs. These flows may have been associated with the construction of the downstream weir.



April had generally lower than average salinities throughout the river. The Inlet experienced the most substantial difference with a monthly average of 29.7 ppt compared to the historical monthly average of 35 ppt. This drop in salinity is driven in part by 1.3” of rain in the last three days of March which drastically reduced salinity for the first 3-5 days of April. The river is warming at the usual pace with an average monthly temperature of 25.5°C.

Oyster Recruitment Monitoring

Oyster spawning monitoring for the period of April 6 to May 5 showed that spring recruitment has begun. Oyster settlement was observed at all four sites within the Northwest Southwest Forks. The highest oyster settlement density occurred in the NWF where a mean density of 3,080 oysters m⁻² was observed, with the highest mean density at the downstream site (3,528 m⁻²). Oyster density in the SWF was lower with a mean density of 1,215 m⁻² and the highest density was also observed at the downstream site (1,520 m⁻²).

This event marks the first time since adopting the travertine tile monitoring method that a high density of settled oysters was observed. From this dataset, some interesting observations were made. Most surprising is that a high proportion of oyster spat had settled on the *top* of the tiles compared to the *bottom* of the tiles. Traditional monitoring using oyster shells only investigated the bottom of the shell. At both upstream and downstream sites of the Northwest Fork and the upstream site of the Southwest Fork, the proportion of settled spat observed on top was 73%, 64%, and 72% respectively. At the downstream site in the SWF, this proportion was reversed with the top of the tile accounting for only 28% of settled spat.

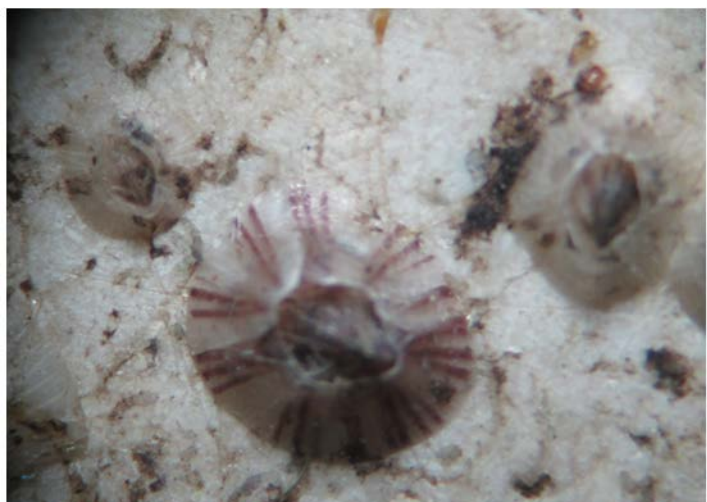


Image of the purple striped barnacle (*Belanus amphrite*) and the ivory barnacle (*B. ebuneus*) shown side by side on the travertine tile.

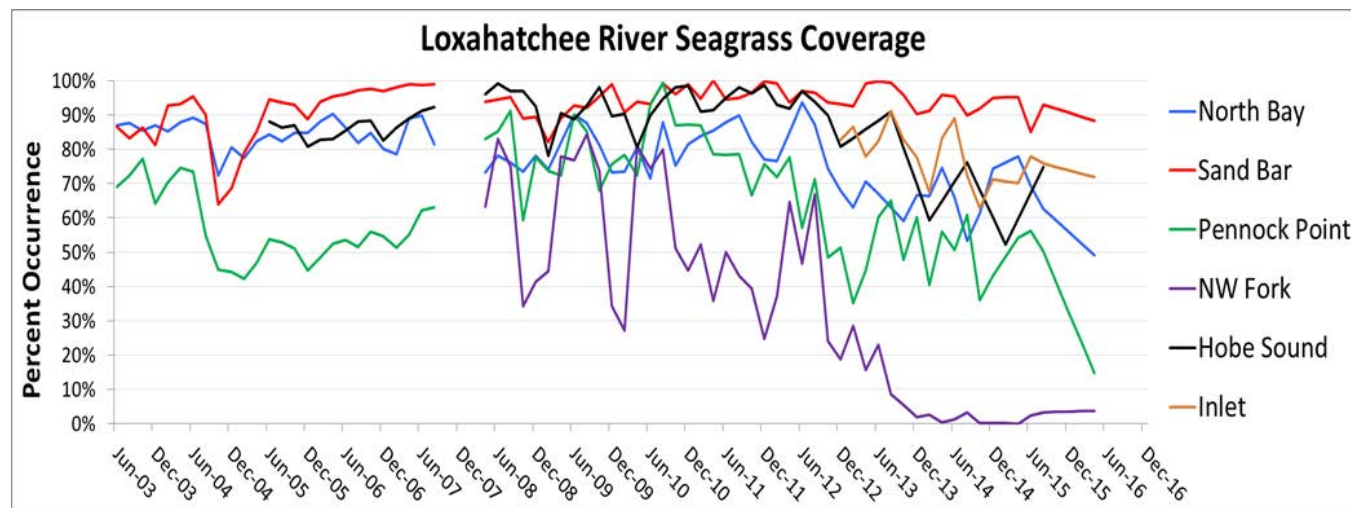
Data collected on other organisms that are found on these tiles suggest these oyster settlement patterns may be due to a much lower percent cover of barnacles on the bottom side of the tiles at this site. This new data suggests that traditional methods using oyster shell may be underestimating oyster settlement activity.

Daily average water temperatures were modestly warmer than last month with a mean range of between 26.2°C (79.2°F) and 26.4°C (79.5°F) and peak temperature ranges between 29.5°C (85.1°F) and 30.5°C (86.9°F), which historically corresponds with high settlement activity.

Generally, an increase in oyster spawning is observed when the average water temperature reaches about 28.0°C (82.4°F).

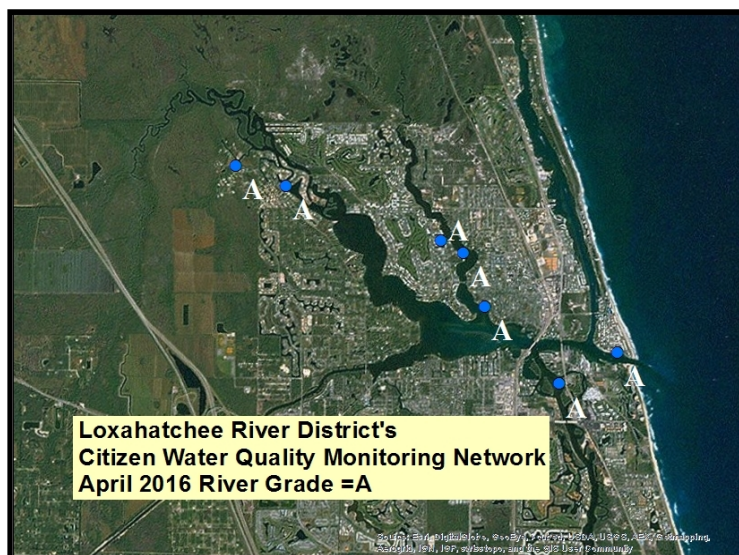
Annual Seagrass Monitoring

The first seagrass monitoring event of 2016 was conducted in April. All five sites along the salinity gradient of the Loxahatchee River were assessed. Seagrass was present across all sites, though two sites, North Bay and Pennock Point, had the lowest percent occurrence of total seagrass in the twelve year period of record (49.1% and 14.8% respectively, see Figure below). Seagrass at the Northwest Fork site is showing a gradual increase of total occurrence (3.8%). This comes after a sharp decline in seagrass occurrence following Tropical Storm Isaac in fall 2012 which resulted in less than 1% occurrence for over a two year period.



Volunteer Water Quality Monitoring

The water quality in the Loxahatchee watershed improved substantially in March. The grade at each station was an “A”, which gave the entire watershed an “A” grade for the month. Little rainfall and reduced the flow tannin stained freshwater into the system. In general, all of the parameters scored in the “Good” to “Fair” ranges, with water clarity readings leading the good scores with either “Fair” or “Clear to bottom”.



Information Technology

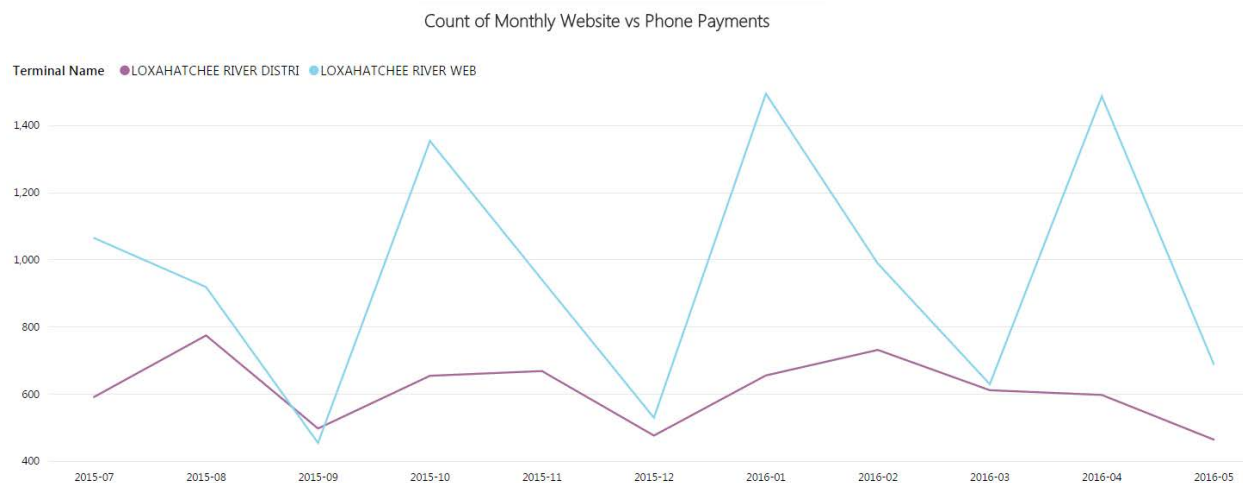
New Server Backup Appliance

In April, Joe installed and configured our new server backup appliance. This new system is remarkable in its ability to efficiently perform and organize hourly, daily, weekly, monthly and annual backups of all of our data on all servers. Our next step with this project is to implement the offsite (data center) storage feature of the system for disaster recovery, in addition the primary and secondary copies we have on our property.

Customer Service

Payment Processing

In April the Customer Service staff sent the 2nd Quarter Billing and processed the flood of nearly 10,600 payments totaling over \$1.5M from our quick paying customers. Our efforts to encourage our customers to pay through some digital means (their bank's online bill pay or on our website) continue to streamline our payment processing and nearly eliminate backlog. In April, 47% of the payments were processed with our digital payments tool. Interestingly, it appears we may have "peaked" at about 1,500 payments through the LRD website (blue line) for the month we send the bills. The numbers of phone payments (purple line) continues to decline.



Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: April 14, 2016

SUBJECT: Consultant Payments

The following amounts have been reviewed, and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
DeSantis, Gaskill, Smith & Shenkman		\$73,458.27
Arcadis		\$6,762.50
Hazen	\$51,262.54	\$109,584.87
Holtz	\$5,774.75	\$54,487.90
Mathews	\$30,737.14	\$218,139.89

Should you have any questions in regard to these items, please contact Kara Peterson concerning the attorney's invoice, and Clint Yerkes concerning the engineers' invoice.

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



Future Business

Neighborhood Sewering:

- Jupiter Inlet Colony construction to begin in June
- Turtle Creek Phase I-Construction contract award
- Hibiscus Ave-Construction contract award

Other:

- Policy & Procedures
- Budget Assumptions
- A/C replacement contract award