

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 #17-2016 SEPTEMBER 15, 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 6**
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed **Page 12**
 - B. Loxahatchee River District Dashboard **Page 13**
5. Consent Agenda (see next page) **Page 14**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Final Budget FY 2017 **Page 61**
 - C. Update to Personnel Policies and Procedures **Page 87**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 212**
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: September 2, 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 – 3831 Beacon Hill Rd. (Resolution 2016-28) [Page 15](#)
- B. Final Assessment – Little Oaks/River Oaks (Resolution 2016-29) [Page 22](#)
- C. A/C Replacement – award of contract [Page 32](#)
- D. CMMS Software Additional Licenses – to approve purchase order [Page 34](#)
- E. Sludge Disposal (SWA) – to approve purchase order [Page 36](#)
- F. Septage Hauling – to award contract [Page 37](#)
- G. Headworks Rag Disposal (Waste Management) – to approve purchase order [Page 38](#)
- H. Landscape Services Contract – to renew contract [Page 39](#)
- I. Policy and Procedures – to approve [Page 40](#)
- J. Master Lift Station Rehabilitation Engineering Services – to award contract [Page 46](#)
- K. Change Orders to Current Contracts – to approve modifications [Page 59](#)

7. REPORTS

- A. Neighborhood Sewering [Page 169](#)
- B. Legal Counsel's Report [Page 172](#)
- C. Engineer's Report [Page 177](#)
- D. Busch Wildlife Sanctuary [Page 183](#)
- E. Friends of the Loxahatchee River [Page 184](#)
- F. Director's Report [Page 188](#)

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

AGENDA
PUBLIC HEARING #14-2016
SEPTEMBER 15, 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 Fiscal Year 2017 Budget
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: September 2, 2016

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
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Board Member

James D. Snyder
Board Member

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

AGENDA
PUBLIC HEARING #15-2016
SEPTEMBER 15, 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 3831 Beacon Hill Road.
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."

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Submitted by:

Date: September 2, 2016

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
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Gordon M. Boggie
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Harvey M. Silverman
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James D. Snyder
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D. Albrey Arrington, Ph.D., Executive Director

AGENDA
PUBLIC HEARING #16-2016
SEPTEMBER 15, 2016 - 6:59 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 Little Oaks/River Oaks.
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: September 2, 2016

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
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D. Albrey Arrington, Ph.D., Executive Director



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: September 6, 2016

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of August 18, 2016. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the August 18, 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: #13-2016

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
AUGUST 18, 2016

1. CALL TO ORDER

Acting Chairman Snyder called the Regular Meeting of August 18, 2016 to order at 7:01 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Dr. Rostock
Mr. Rockoff
Mr. Snyder

Staff Members in attendance were Dr. Arrington, Mr. Vaughn, Mr. Dean, Ms. Peterson, Mr. Howard, Mr. Reynolds, Mr. Cruz, Mr. Campbell and Mr. Nicoletto.

Consultants in attendance were Mr. Koroshek and Mr. Muniz from Hazen and Sawyer, Ms. Miranda from Holtz, Ms. Marshall and Mr. Pugsley from Mathews, Mr. Jensen from Kimley-Horn and Mr. Shenkman with DeSantis, Gaskill.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of July 21, 2016 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the July 21, 2016 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

No changes were made.

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard discussed the water quality impairments in the Loxahatchee River watershed identified by the Florida Department of Environmental Protection and the work that is currently underway to address those impairments.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of August 18, 2016 as presented.”

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

A. Preliminary Assessment – 3831 Beacon Hill Rd. (Resolution 2016-24)

“THAT THE GOVERNING BOARD approve Resolution 2016-24 adopting the 3831 Beacon Hill Road Preliminary Assessment Roll.”

B. Preliminary Assessment – Little Oaks/River Oaks (Resolution 2016-25)

“THAT THE GOVERNING BOARD approve Resolution 2016-25 adopting the Little Oaks/River Oaks Preliminary Assessment Roll.”

C. Notice of Intent to Assess – Shay Place (Resolution 2016-26)

“THAT THE GOVERNING BOARD approve Resolution 2016-26, the Notice of Intent to Assess, the Pending Lien Notice, and the Exhibits for the Shay Place Assessment Area.”

D. Disposal of Fixed Assets – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset numbers TE0094 and MCE97 (tag #2402), as listed in the schedule above. The fixed assets have no book value.”

E. Hibiscus Ave. – to award construction contract

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Johnson-Davis, Inc., for the Hibiscus Ave. Gravity Sewer contract, in accordance with their bid dated August 5, 2016, in the amount of \$159,750.00.

and

The Board authorizes a Contingency Amount of \$8,000.00.”

F. Turtle Creek Ph I - to award construction contract

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Johnson-Davis, Inc., for the Turtle Creek Phase 1 Gravity Sewer contract, in accordance with their bid dated August 5, 2016, in the amount of \$557,410.00.

and

The Board authorizes a Contingency Amount of \$25,000.00.”

G. Center St. Service Line Rehabilitation - to award construction contract

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Felix Associates of Florida, Inc. in accordance with their proposal dated 7/15/2016 for the Service Line Rehab-Center Street, in the amount of \$55,175.04.”

H. H & H Sludge Hauling – to extend contract

“THAT THE DISTRICT GOVERNING BOARD authorize a second 1 year extension of the contract with H&H Liquid Sludge Disposal, Inc., for sludge hauling in accordance with the contract dated September, 2013, and in an amount not to exceed \$180,000.00.”

I. Laboratory Services (Pace) – to approve purchase order

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to execute an annual purchase order with Pace Analytical Services, Inc. in the amount not to exceed \$44,000 for FY 2016-2017, in accordance with their contract agreement executed October 18, 2012.”

J. Mathews Consulting Assignment and Assumption of Contract – to approve assignment

“THAT THE DISTRICT GOVERNING BOARD authorize acceptance of the Assignment and Assumption of the Loxahatchee River Environmental Control District’s Continuing Contract for Engineering Services for Wastewater and Reuse Collection and Transmission Systems between Mathews Consulting, Inc. and Baxter & Woodman, Inc.”

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. Budget Assumptions

Dr. Arrington reviewed the Budget Assumptions for the Fiscal Year 2016-2017. No Board action was taken.

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 Future Business Report stood as written.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

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

“That the Regular Meeting of August 18, 2016 adjourn at 8:07.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY




Loxahatchee River Watershed Status New District Website

The District has a new website! The new and improved www.loxahatcheeriver.org features a fresh, new look with improved organization, content and navigation on all types of devices – computers, tablets, and mobile devices. At our meeting we take you on a brief tour to showcase some of the new features.



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	Aug	1,849	6.4	0	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	0	1097	5	\$ 31,672,070	108%	110%	84%	50%	1	223	9.5	0 > 200
	Oct	1,604	6.4	0	0	1	0	978	18	\$ 31,318,759	96%	70%	100%	89%	0	83	25.3	0 > 200
	Nov	1,276	6.5	0	0	4	0	1026	15	\$ 32,678,126	94%	78%	100%	82%	0	58	30.1	0 > 200
	Dec	1,405	7.2	0	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	0	962	14	\$ 33,243,678	94%	82%	100%	82%	0	160	11.0	0 > 200
	Feb	2,811	7.6	0	0	3	0	903	15	\$ 34,527,506	95%	83%	100%	82%	0	193	8.6	0 > 200
	Mar	2,934	7.4	0	0	2	0	1042	14	\$ 33,770,240	96%	86%	100%	82%	0	115	12.4	1 > 200
	Apr	1,866	6.9	0	0	2	0	974	15	\$ 33,632,921	95%	90%	100%	82%	0	117	9.3	0 > 200
	May	1,667	6.6	0	0	0	0	1074	10	\$ 34,108,220	96%	90%	100%	82%	0	25	16.4	0 > 200
	June	2,842	6.3	0	0	0	0	1076	10	\$ 32,610,630	96%	90%	100%	82%	0	124	23.7	1 > 200
	July	2,942	6.0	3	0	0	0	1170	3	\$ 32,930,264	96%	90%	100%	75%	0	82	27.0	1 > 200
	Aug	2,164	6.1	0	0	0	0	1177	10	\$ 33,614,905	96%	89%	100%	75%	0	86	22.5	3 > 200
Consecutive Months at Green		8	87	1	13	4	37	72	8	87	53	6	12	0	11	3	3	7
Metric Owner		O'Neill	Vaughn	Vaughn	Dean	Dean	Vaughn	Vaughn	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Vaughn	Howard	Howard	Howard

Metric

Capital Projects
Fecal Bacteria

Explanation

Jupiter Inlet Colony neighborhood sewerage and our deep bed filter project, though behind schedule, are progressing. Rehabilitation of Lift Station 114 has fallen behind schedule due to technical assessment of replacement pumps.
Sites 65 (Kitching Creek mouth), 72 (Loxahatchee River Rd bridge), and 100 (Cypress Creek mouth) all had fecal bacteria concentrations over 200 but less than 400 cfu/100ml. These high concentrations appear to be driven by the 8+inches of rainfall in August.

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: September 6, 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 – 3831 Beacon Hill Rd. (Resolution 2016-28)
- B. Final Assessment – Little Oaks/River Oaks (Resolution 2016-29)
- C. A/C Replacement – award of contract
- D. CMMS Software Additional Licenses – to approve purchase order
- E. Sludge Disposal (SWA) – to approve purchase order
- F. Septage Hauling – to award contract
- G. Headworks Rag Disposal (Waste Management) – to approve purchase order
- H. Landscape Services Contract – to renew contract
- I. Policy and Procedures – to approve
- J. Master Lift Station Rehabilitation Engineering Services – to award contract
- K. 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 September 15, 2016 as presented."

Signed,

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
Shenkman@LawPalmBeach.com

LEGAL ASSISTANTS
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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

September 2, 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 2016-28 and FINAL Assessment Roll for 3831 BEACON HILL ROAD

Dear Albrey & Clint:

Attached to this letter is Transfer of Property Lien, Resolution 2016-28, 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 SEPTEMBER 15, 2016 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2016-28 adopting the 3831 BEACON HILL ROAD FINAL Assessment Roll and Exhibits."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

RESOLUTION NO. 2016-28

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **3831 BEACON HILL RD.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **3831 BEACON HILL RD.** 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 **3831 BEACON HILL RD.** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2016-02 & 2016-24** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 15th day of SEPTEMBER, 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. **2016-02 & 2016-24** 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 **2016-28**

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 Loxahatchee River Environmental Control District released the system for service on June 22, 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 15th day of SEPTEMBER, 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
3831 BEACON HILL RD. 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 **3831 BEACON HILL RD.** Assessment Area shall be **\$11,960.08** per parcel of property in the **3831 BEACON HILL RD.** 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 **3831 BEACON HILL RD.** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$10,764.07**.

PAYMENT OF ASSESSMENT. As to Parcels of **3831 BEACON HILL RD.** Assessment Area Property in EXHIBIT "B", the **\$10,764.07** assessment may be paid, interest free, at the office of the District on or before May 1, 2017.

Owners who do not pay the \$10,764.07 assessment on or before May 1, 2017 shall have the \$10,764.07 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 \$1,006.20, 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 3831 BEACON HILL RD. 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 15th day of SEPTEMBER, 2016, passed Resolution 2016-28 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **3831 BEACON HILL RD.** 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 2016-02, recorded on **JANUARY 22, 2016** in **Official Record Book 28061, Pages 1136 through 1142**, 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 September 15, 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

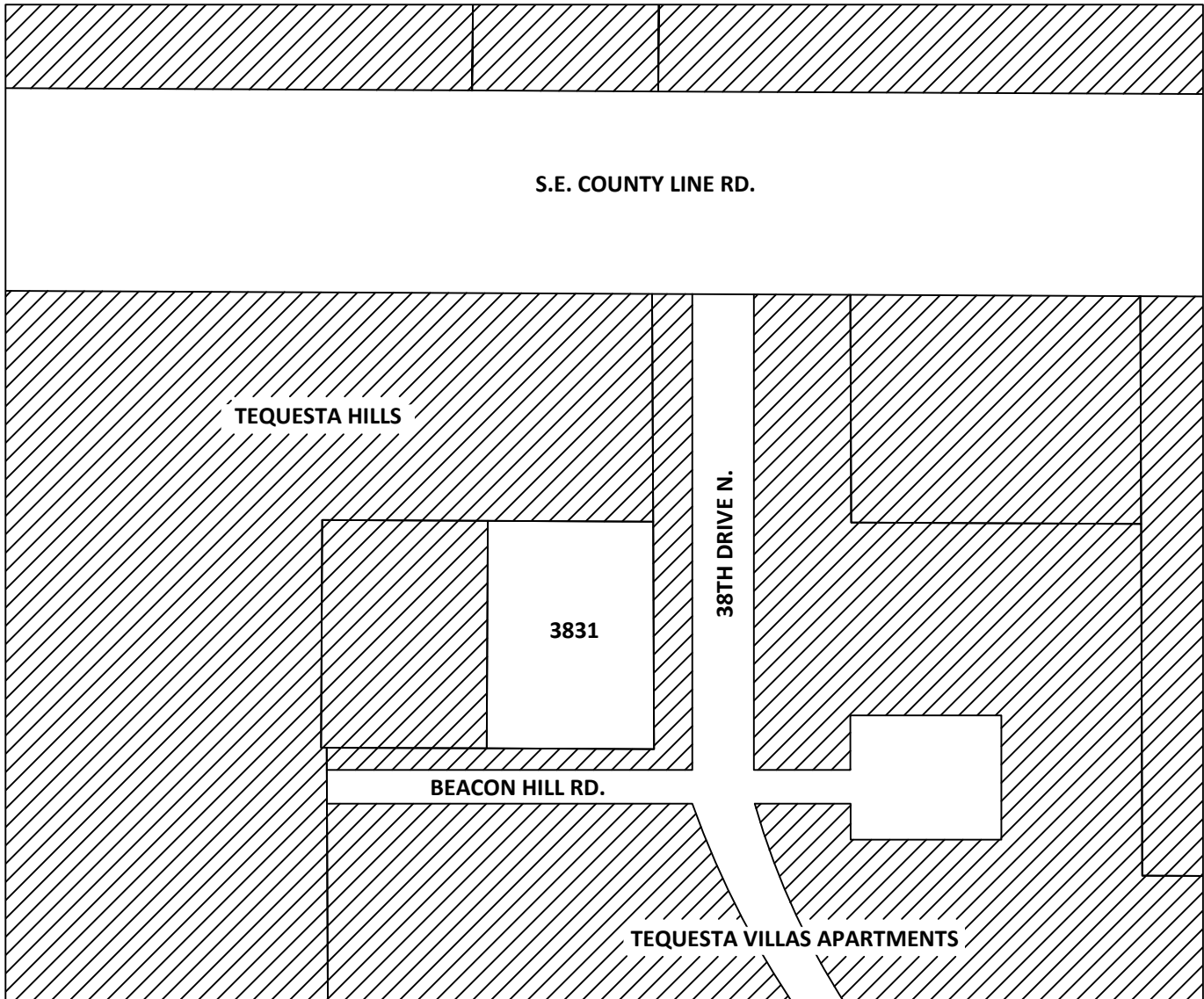
The foregoing instrument was acknowledged before me on September 15, 2016, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA

Ms. Tamara Perrin
3831 Beacon Hill Rd
Jupiter FL 33469
re: 3831 Beacon Hill Rd
00-43-40-30-00-000-3020

EXHIBIT "B"
3831 BEACON HILL ROAD
GRAVITY ASSESSMENT AREA



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

September 2, 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 2016-29 and FINAL Assessment Roll for LITTLE OAKS –RIVER OAKS

Dear Albrey & Clint:

Attached to this letter is Transfer of Property Lien, Resolution 2016-29, 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 SEPTEMBER 15, 2016 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2016-29 adopting the LITTLE OAKS – RIVER OAKS FINAL Assessment Roll and Exhibits."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

RESOLUTION NO. 2016-29

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **LITTLE OAKS/RIVER OAKS** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **LITTLE OAKS/RIVER OAKS** 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 **LITTLE OAKS/RIVER OAKS** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2014-02, 2014-03 & 2016-25** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 15th day of SEPTEMBER, 2016 at 6:59 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. **2014-02, 2014-03 & 2016-25** 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 2016-29

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 16, 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 15th day of SEPTEMBER, 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
LITTLE OAKS/RIVER OAKS 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 **LITTLE OAKS/RIVER OAKS** Assessment Area shall be **\$24,916.44** per parcel of property in the **LITTLE OAKS/RIVER OAKS** 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 **LITTLE OAKS/RIVER OAKS** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$22,424.80**.

PAYMENT OF ASSESSMENT. As to Parcels of **LITTLE OAKS/RIVER OAKS** Assessment Area Property in EXHIBIT "B", the **\$22,424.80** assessment may be paid, interest free, at the office of the District on or before May 1, 2017.

Owners who do not pay the \$22,424.80 assessment on or before May 1, 2017 shall have the \$22,424.80 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 \$2,096.22, 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 LITTLE OAKS/RIVER OAKS 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 15th day of SEPTEMBER, 2016, passed Resolution 2016-29 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **LITTLE OAKS/RIVER OAKS** 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 2014-02 and 2014-03, **recorded on APRIL 21, 2014 in Official Record Book 26739, Pages 1954 through 1961 and Pages 1990 through 1997, 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 September 15, 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 September 15, 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. & Mrs. Richard Bobsein
18490 Little Oaks Dr
Jupiter FL 33458
re: 18490 Little Oaks Dr
00-42-40-34-05-000-0010

Mr. & Mrs. David Smith
18468 Little Oaks Dr
Jupiter FL 33458
re: 18468 Little Oaks Dr
00-42-40-34-05-000-0020

Mr. & Mrs. Erik Reed
18446 Little Oaks Dr
Jupiter FL 33458
re: 18446 Little Oaks Dr
00-42-40-34-05-000-0030

Mr. & Mrs. Eric Corrales
18424 Little Oaks Dr
Jupiter FL 33458
re: 18424 Little Oaks Dr
00-42-40-34-05-000-0040

Ms. Deborah La Pointe
18402 Little Oaks Dr
Jupiter FL 33458
re: 18402 Little Oaks Dr
00-42-40-34-05-000-0050

Ms. Lee Simmons
18380 Little Oaks Dr
Jupiter FL 33458
re: 18380 Little Oaks Dr
00-42-40-34-05-000-0060

Mr. David Walter
18358 Little Oaks Dr
Jupiter FL 33458
re: 18358 Little Oaks Dr
00-42-40-34-05-000-0070

Daniel Hurley Tr
18336 Little Oaks Dr
Jupiter FL 33458
re: 18336 Little Oaks Dr
00-42-40-34-05-000-0080

Mr. & Mrs. Barry Clayton
18314 Little Oaks Dr
Jupiter FL 33458
re: 18314 Little Oaks Dr
00-42-40-34-05-000-0090

Ms. Esther Frevert
1660 Larchmont Ct
Merritt Isl FL 32952
re: 18292 Little Oaks Dr
00-42-40-34-05-000-0100

Mr. Gerald Barbarito
PO Box 109650
Palm Bch Grdns FL 33410
re: 18270 Little Oaks Dr
00-42-40-34-05-000-0110

Mr. & Mrs. William Gilbert
18249 Little Oaks Dr
Jupiter FL 33458
re: 18249 Little Oaks Dr
00-42-40-34-05-000-0120

Goldstar Props LLC
14888 S Military Trl
Delray Bch FL 33484
re: 18271 Little Oaks Dr
00-42-40-34-05-000-0130

Ms. Cheri Barbarow
18293 Little Oaks Dr
Jupiter FL 33458
re: 18293 Little Oaks Dr
00-42-40-34-05-000-0140

Mr. & Mrs. Timothy Mc Alice
18315 Little Oaks Dr
Jupiter FL 33458
re: 18315 Little Oaks Dr
00-42-40-34-05-000-0150

Mr. & Mrs. Steven Cornell
18392 Oak Leaf Ct
Jupiter FL 33458
re: 18392 Oak Leaf Ct
00-42-40-34-05-000-0160

Mr. Garth Redfield
18374 Oak Leaf Ct
Jupiter FL 33458
re: 18374 Oak Leaf Ct
00-42-40-34-05-000-0170

Ms. Helen Lichterman
18356 Oak Leaf Ct
Jupiter FL 33458
re: 18356 Oak Leaf Ct
00-42-40-34-05-000-0180

Mr. & Mrs. Michael Ventimiglia
18336 Oak Leaf Ct
Jupiter FL 33458
re: 18336 Oak Leaf Ct
00-42-40-34-05-000-0190

Mr. & Mrs. Robert Colmery
18300 Oak Leaf Dr
Jupiter FL 33458
re: 18300 Oak Leaf Dr
00-42-40-34-05-000-0200

Mr. & Mrs. Richard Raynor
18282 Oak Leaf Dr
Jupiter FL 33458
re: 18282 Oak Leaf Dr
00-42-40-34-05-000-0210

Mr. & Mrs. Stephen Scienzo
18264 Oak Leaf Dr
Jupiter FL 33458
re: 18264 Oak Leaf Dr
00-42-40-34-05-000-0220

M Mu/L Small
18246 Oak Leaf Dr
Jupiter FL 33458
re: 18246 Oak Leaf Dr
00-42-40-34-05-000-0230

Mr. Thomas Salina
18247 Oak Leaf Dr
Jupiter FL 33458
re: 18247 Oak Leaf Dr
00-42-40-34-05-000-0240

Mr. & Mrs. Greg Olson
18265 Oak Leaf Dr
Jupiter FL 33458
re: 18265 Oak Leaf Dr
00-42-40-34-05-000-0250

Mr. & Mrs. Sean Sukhu
18283 Oak Leaf Dr
Jupiter FL 33458
re: 18283 Oak Leaf Dr
00-42-40-34-05-000-0260

Mr. & Mrs. Carl Boshier
18301 Oak Leaf Dr
Jupiter FL 33458
re: 18301 Oak Leaf Dr
00-42-40-34-05-000-0270

Mr. & Mrs. G.A. Scirrotto
18319 Oak Leaf Dr
Jupiter FL 33458
re: 18319 Oak Leaf Dr
00-42-40-34-05-000-0280

Mr. Stanley Bloom
18337 Oak Leaf Dr
Jupiter FL 33458
re: 18337 Oak Leaf Dr
00-42-40-34-05-000-0290

Mr. & Mrs. Carl O Farill
18357 Oak Leaf Ct
Jupiter FL 33458
re: 18357 Oak Leaf Ct
00-42-40-34-05-000-0300

Mr. Stewart Mann
18375 Oak Leaf Ct
Jupiter FL 33458
re: 18375 Oak Leaf Ct
00-42-40-34-05-000-0310

Mr. & Mrs. Michael Donohoe
18393 Oak Leaf Ct
Jupiter FL 33458
re: 18393 Oak Leaf Ct
00-42-40-34-05-000-0320

Mr. & Mrs. Michael Flitton
6186 White Oak Ct
Jupiter FL 33458
re: 6186 White Oak Ct
00-42-40-34-05-000-0330

Mr. & Mrs. John Fico
6210 White Oak Ct
Jupiter FL 33458
re: 6210 White Oak Ct
00-42-40-34-05-000-0340

Mr. & Mrs. Johnny Harrelson
6234 White Oak Ct
Jupiter FL 33458
re: 6234 White Oak Ct
00-42-40-34-05-000-0350

Mr. & Mrs. Louis La Freniere
6233 White Oak Ct
Jupiter FL 33458
re: 6233 White Oak Ct
00-42-40-34-05-000-0360

Mr. Frank Babusik
6209 White Oak Ct
Jupiter FL 33458
re: 6209 White Oak Ct
00-42-40-34-05-000-0370

P Kaur/J Singh
6185 White Oak Ct
Jupiter FL 33458
re: 6185 White Oak Ct
00-42-40-34-05-000-0380

Mr. & Mrs. Barry O Connell
18350 River Oaks Dr
Jupiter FL 33458
re: 18350 River Oaks Dr
00-42-40-34-07-000-0010

Mr. Jeffrey Orr
18342 River Oaks Dr
Jupiter FL 33458
re: 18342 River Oaks Dr
00-42-40-34-07-000-0020

Mr. & Mrs. Howard Smith
18334 River Oaks Dr
Jupiter FL 33458
re: 18334 River Oaks Dr
00-42-40-34-07-000-0030

Mr. & Mrs. Stephen Opatosky
18326 River Oaks Dr
Jupiter FL 33458
re: 18326 River Oaks Dr
00-42-40-34-07-000-0040

Mr. & Mrs. Robert Noonan
18318 River Oaks Dr
Jupiter FL 33458
re: 18318 River Oaks Dr
00-42-40-34-07-000-0050

Mr. Peter Ward
18310 River Oaks Dr
Jupiter FL 33458
re: 18310 River Oaks Dr
00-42-40-34-07-000-0060

Mr. & Mrs. Kyle Cain
18302 River Oaks Dr
Jupiter FL 33458
re: 18302 River Oaks Dr
00-42-40-34-07-000-0070

Mr. Jeffrey Platz
18294 River Oaks Dr
Jupiter FL 33458
re: 18294 River Oaks Dr
00-42-40-34-07-000-0080

Mr. & Mrs. John Evans
18286 River Oaks Dr
Jupiter FL 33458
re: 18286 River Oaks Dr
00-42-40-34-07-000-0090

Mr. & Mrs. Frank Arcaro
18278 River Oaks Dr
Jupiter FL 33458
re: 18278 River Oaks Dr
00-42-40-34-07-000-0100

Mr. & Mrs. Raymond Varner
18270 River Oaks Dr
Jupiter FL 33458
re: 18270 River Oaks Dr
00-42-40-34-07-000-0110

Mr. & Mrs. Frank Garguilo Jr
18262 River Oaks Cir
Jupiter FL 33458
re: 18262 River Oaks Cir
00-42-40-34-07-000-0120

Mr. John Hicks
18246 River Oaks Cir
Jupiter FL 33458
re: 18246 River Oaks Cir
00-42-40-34-07-000-0130

Mr. & Mrs. Timothy Anderson
18238 River Oaks Dr
Jupiter FL 33458
re: 18238 River Oaks Dr
00-42-40-34-07-000-0140

Mr. & Mrs. Scott Harris
18230 River Oaks Dr
Jupiter FL 33458
re: 18230 River Oaks Dr
00-42-40-34-07-000-0150

Mr. & Mrs. Alan Scott
18222 River Oaks Dr
Jupiter FL 33458
re: 18222 River Oaks Dr
00-42-40-34-07-000-0160

Mr. & Mrs. Thomas Purcell
40 Stevens Rd
S Windsor CT 6074
re: 18214 River Oaks Dr
00-42-40-34-07-000-0170

Mr. & Mrs. Michael Westcott
18206 River Oaks Dr
Jupiter FL 33458
re: 18206 River Oaks Dr
00-42-40-34-07-000-0180

Mr. & Mrs. Kevin Neal
18198 River Oaks Dr
Jupiter FL 33458
re: 18198 River Oaks Dr
00-42-40-34-07-000-0190

Mr. & Mrs. William Hukill
18190 River Oaks Dr
Jupiter FL 33458
re: 18190 River Oaks Dr
00-42-40-34-07-000-0200

Mr. & Mrs. William Egan
18182 River Oaks Dr
Jupiter FL 33458
re: 18182 River Oaks Dr
00-42-40-34-07-000-0210

Mr. & Mrs. Michael Russell
18225 River Oaks Terr
Jupiter FL 33458
re: 18225 River Oaks Terr
00-42-40-34-07-000-0220

Ms. Kathleen Richards
18233 River Oaks Terr
Jupiter FL 33458
re: 18233 River Oaks Terr
00-42-40-34-07-000-0230

Ms. Donnis Newman
18241 River Oaks Terr
Jupiter FL 33458
re: 18241 River Oaks Terr
00-42-40-34-07-000-0240

Mr. & Mrs. Robert Carter
18249 River Oaks Terr
Jupiter FL 33458
re: 18249 River Oaks Terr
00-42-40-34-07-000-0250

Mr. & Mrs. Paul Glafenhein
18205 River Oaks Dr
Jupiter FL 33458
re: 18205 River Oaks Dr
00-42-40-34-07-000-0260

Mr. & Mrs. Larry Woeber
18215 River Oaks Dr
Jupiter FL 33458
re: 18215 River Oaks Dr
00-42-40-34-07-000-0270

Mr. & Mrs. Bruce Boyd
18223 River Oaks Dr
Jupiter FL 33458
re: 18223 River Oaks Dr
00-42-40-34-07-000-0280

Mr. James Coane
18263 River Oaks Dr
Jupiter FL 33458
re: 18263 River Oaks Dr
00-42-40-34-07-000-0290

Mr. & Mrs. Christopher Thomas
18271 River Oaks Dr
Jupiter FL 33458
re: 18271 River Oaks Dr
00-42-40-34-07-000-0300

Mr. & Mrs. James Parker Jr
18279 River Oaks Dr
Jupiter FL 33458
re: 18279 River Oaks Dr
00-42-40-34-07-000-0310

Mr. & Mrs. Stephen Davis
18327 River Oaks Dr
Jupiter FL 33458
re: 18327 River Oaks Dr
00-42-40-34-07-000-0320

Mr. & Mrs. Kurt Marion
18335 River Oaks Dr
Jupiter FL 33458
re: 18335 River Oaks Dr
00-42-40-34-07-000-0330

Mr. & Mrs. Donald Fradley
18343 River Oaks Dr
Jupiter FL 33458
re: 18343 River Oaks Dr
00-42-40-34-07-000-0340

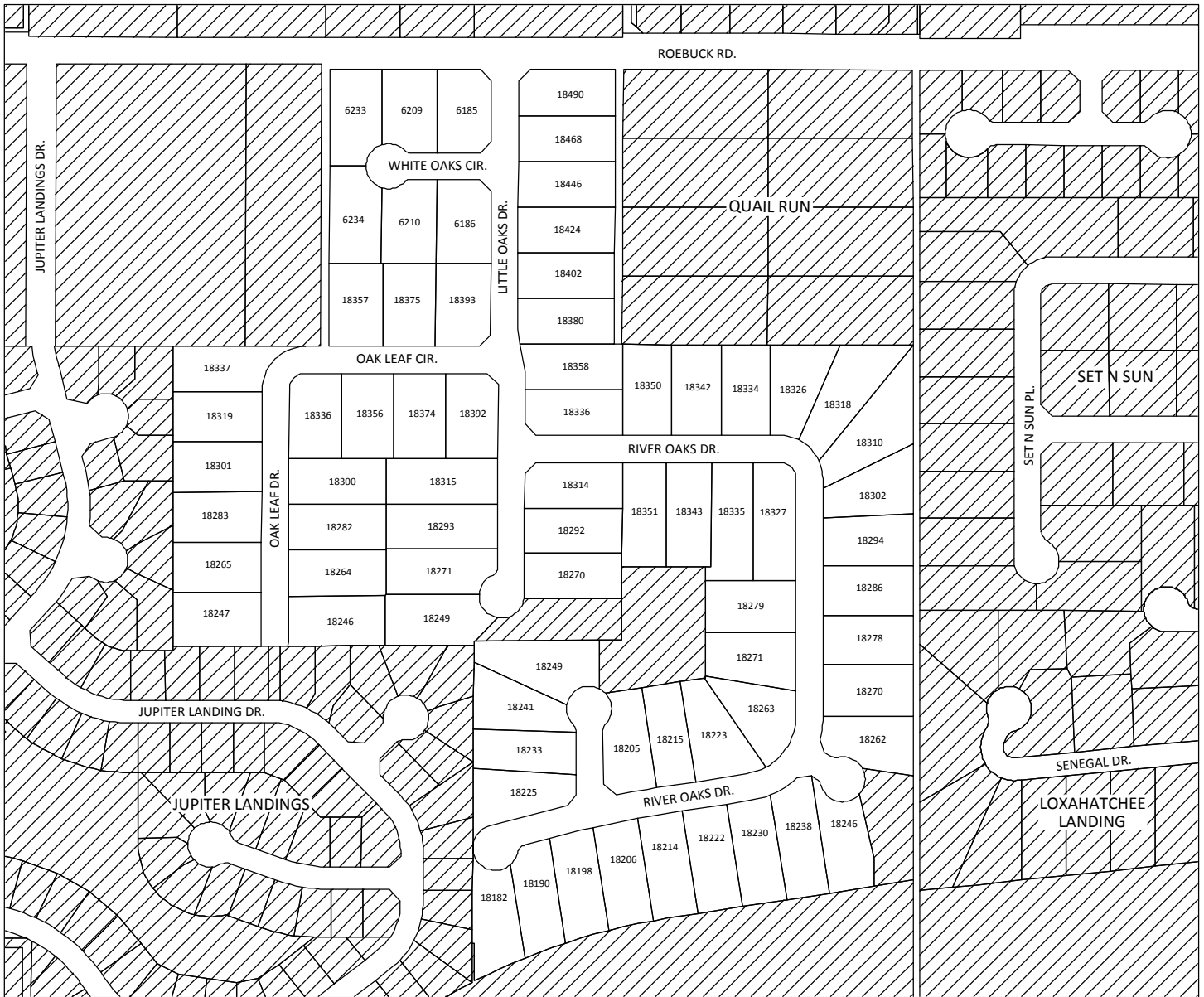
Mr. & Mrs. Scott Newcomer
18351 River Oaks Dr
Jupiter FL 33458
re: 18351 River Oaks Dr
00-42-40-34-07-000-0350

EXHIBIT "A"

LITTLE OAKS / RIVER OAKS

GRAVITY 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: SEPTEMBER 9, 2016

SUBJECT: OPERATIONS BUILDING
AIR CONDITIONING SYSTEM REPLACEMENT

On May 18, 2016 bids were received for the subject project. The maintenance of the existing system which is mounted on the roof of the 2 story operations building. Increasingly with the age of the system and the precarious access to the roof the need for a better system was required.

A new A-C system was designed that will relocate exterior equipment to ground level, install new duct work and provide better distribution control.

The following bids were received:

Thermal Concepts, Inc.	\$44,223.00
Supa Air & Heat, Inc.	\$89,000.00
Cedars Electro-Mechanical, Inc.	\$97,375.00
Hill York Service Corp.	\$99,413.00

The only complete, responsive bid package was provided by Thermal Concepts, Inc. who also provided the low bid.

We have experienced some issues with the review of the bids and obtaining a recommendation from a qualified A/C professional, but believe we will have this resolved prior to the Board meeting.

We hope to have a recommendation for award to the lowest responsive bidder and have prepared the following motion for the Board's consideration:

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Thermal Concepts, Inc. for performance of the Air Conditioning System Replacement Contract (Bid #15-007-CBAC) in accordance with their bid of \$44,223.00.”

V:/Operations/Contracts/AC Replacemnt/Board Award Memo 9-9-2016

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

BID RESPONSE

**BID #15-007-CBAC
AIR CONDITIONING SYSTEM REPLACEMENT
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FACILITY
TERM CONTRACT**

The vendor agrees to execute an Agreement in strict accordance with the Contract Documents in the full amount of the contract price as follow:

THERMAL CONCEPTS, INC.

(Vendor)

Agrees to furnish all materials, equipment and labor and to perform all Work in accordance with the requirements and specifications of the Bid Documents for: Air Conditioning System Replacement of Loxahatchee River District Control Building.

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the District for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the District to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Request for Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Description of Service	Contract Price
Installation of a new air conditioning system in the District's operation's Control Building in accordance with plans, specifications, and permit requirements.	\$ 44,223.00
*TOTAL YEARLY SERVICE CONTRACT PRICE	\$ - 0 -

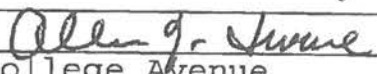
*The "Total Contract Price" shall be used when evaluating bids as to their Balanced Bid Price

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: THERMAL CONCEPTS, INC.

* SIGNATURE: 	PRINT NAME: ALLEN D. IRVINE
ADDRESS: 2201 College Avenue	PRINT TITLE: VICE PRESIDENT
CITY/STATE: Davie, Florida	ZIP CODE: 33317
TELEPHONE # () 954-472-4465	E-MAIL: AIRVINE@THERMALCONCEPTS.COM
TOLL FREE # () 800-953-2503 - 24-HOUR SERVICE	FAX #: () 954-472-4425
APPLICABLE LICENSE(S) CACO39621 (AIRCONDITION)	Federal ID # 59-2317557

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: September 7, 2016

DEPARTMENT: Information Services
Bud Howard, Director of Information Services

PURCHASE AMT.: \$49,239.96

BUDGET: Capital Account #40-61-50-5640 for software license purchase; Accounts # 40-10-5460 and 50-10-5460 for software maintenance and support.

ACTION REQUEST: Authorization for the purchase of additional software user licenses and first year of software maintenance of our Computerized Maintenance Management System (CMMS).

DESCRIPTION:

The proper and efficient maintenance and management of our assets and infrastructure are essential for providing cost effective and reliable service to our customers. Computerized Maintenance Management Systems (CMMS) are powerful tools that enable staff to effectively and efficiently manage and utilize data related to our assets. CMMS solutions offer a variety of services including asset maintenance scheduling, inspection data record keeping, document management for assets and inspections, and inventory management, as well as integration with other data systems including SCADA, GIS and accounting systems.

Over the past year we have been upgrading our Infor Inc., CMMS named MP2 to their successor product named Enterprise Asset Management (EAM). In September 2015 the Governing Board authorized a \$37,548 purchase of software license upgrades that included 15 users, one mobile user, and one barcode reader licenses. This purchase request is for additional licenses to expand staff use and functionality. These licenses include: 15 users, 15 advanced reporting consumers, 2 advanced reporting authors for our IT Staff to create report templates, 10 mobile device users, and one requestor for staff to make work order requests.

Because we are taking a gradual, step-by-step implementation of this system, we will likely bring requests for the purchase of additional software licenses and consulting services over the next several years.

We believe this new CMMS will provide us with significant improvements to the efficiency of our organization, and provide valuable benefits to our asset and data management. Therefore, we suggest the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve the purchase order to Infor Public Sector, Inc. for \$49,239.96 for the Enterprise Asset Management software licenses, and the annual software maintenance and support according to the Infor Price Quote dated September 6, 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

Price Quote



Quotation valid until: September 30, 2016

Price Quote For:

David Sabin
IT System Manager
Loxahatchee River District

Price Quote prepared by:

Matt Dey
Infor Public Sector
(864) 546-5050
matt.dey@infor.com

Infor Sales Rep	F.O.B Point	Currency	Payment Terms
Matt Dey	Shipping	USD	Net 30 Days

	Part #	Component System	User Restriction		Per Unit	Total
	(if applicable)		Quantity	Type		
1	EEN-DS7I-SQL	Infor EAM Enterprise Edition - SQL	15	Named Users	1632.00	24,480.00
2	EEN-DS7I-SQL	Infor EAM Enterprise Edition - SQL	Maintenance	Named Users	326.40	4,896.00
	COG-DS7I-REPCS	Infor EAM Enterprise Advanced Reporting Consumer	15	Named Users	127.50	1,912.50
	COG-DS7I-REPCS	Infor EAM Enterprise Advanced Reporting Consumer	Maintenance		25.50	382.50
	COG--DS7I-REPAU	Infor EAM Enterprise Advanced Reporting Author	2	Named Users	891.65	1,783.30
	COG--DS7I-REPAU	Infor EAM Enterprise Advanced Reporting Author	Maintenance	Named Users	178.33	356.66
	EEN-DS7I-MOB	Infor EAM Enterprise Edition Mobile	10	Device	1270.75	12,707.50
	EEN-DS7I-MOB	Infor EAM Enterprise Edition Mobile	Maintenance	Device	254.15	2,541.50
	EEN-DSI-REQ	Infor EAM Enterprise Requestor	1	Named Users	150.00	150.00
	EEN-DSI-REQ	Infor EAM Enterprise Requestor	Maintenance	Named Users	30.00	30.00
		Total License Fee:				41,033.30
		Total Support Fee				8,206.66
		Total Amount Due(before applicable				49,239.96

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

MEMORANDUM

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

FROM: CLINTON R. YERKES
Deputy Executive Director

TOM VAUGHN
Director of Operations

DATE: SEPTEMBER 7, 2016

SUBJECT: AUTHORIZE ANNUAL ALLOCATION
SOLID WASTE AUTHORITY of PALM BEACH COUNTY

This is a budgeted item in the FY 2017 budget in the amount of \$700,000.00.

In accordance with the contract executed with the Solid Waste Authority (SWA) for the disposal of District bio-solids there are annual operating costs for the operation and maintenance of the pelletization facility.

The SWA facility is the District's primary method for disposal of treatment plant solid residuals (sludge).

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the annual purchase of bio-solids disposal from the Solid Waste Authority of Palm Beach County, in accordance with Contract dated June 7, 2005 as amended, and in an annual amount not to exceed \$700,000.00.”

Should you have any questions regarding this contract please feel free to contact Tom Vaughn or me.

Loxahatchee River District

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

MEMORANDUM

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

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: SEPTEMBER 8, 2016

SUBJECT: AUTHORIZE AWARD OF CONTRACT
HAULING LIQUID SLUDGE AND COLLECTION SYSTEM DEBRIS

This is a budgeted item in the FY 2017 budget in the amount of \$80,000.00

This contract has recently been re-bid due the prior contract's expiration. Unfortunately bids were not received until after notebooks were issued on Friday.

Therefore the following motion is provided with blanks to be filled in at or prior to the Board meeting.

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the award of contract to _____, for “Hauling of Liquid Domestic Wastewater Sludge and Collection System Debris”, in accordance with the terms of the Nov. 30, 2016 Contract and in an amount not to exceed \$_____.”

Thank you for your consideration of this item.

Should you have any questions regarding this contract please feel free to contact me.

V:\SPECL\Annual Contracts 2017\Septage\Board Memo9-9-16.docx

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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

MEMORANDUM

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

FROM: CLINTON R. YERKES
Deputy Executive Director

TOM VAUGHN
Director of Operations

DATE: SEPTEMBER 8, 2016

SUBJECT: AUTHORIZE ANNUAL PURCHASE
WASTE MANAGEMENT of MARTIN COUNTY

This is a budgeted item in the FY 2017 budget in the amount of \$110,000.00.

The District obtains dumpster and rag disposal through Waste Management of Martin County (WM) as designated by the Palm Beach County Solid Waste Authority.

WM has provided satisfactory service and suitable equipment, and proper disposal for the District operations, particularly the Headworks rag disposal facility. Actual costs are determined by the volume of material hauled and disposed of at the SWA of Palm Beach County and set by SWA.

The following motion is suggested for approval of this continued service:

“THAT THE DISTRICT GOVERNING BOARD authorize the annual purchase of dumpsters and rag disposal from Waste Management of Martin County, in an annual amount not to exceed \$110,000.00.”

Should you have any questions regarding this contract please feel free to contact Tom Vaughn or me.

V:\SPECL\Annual Contracts 2017\SW-Rag Disposal\Board Memo.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

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

MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.
EXECUTIVE DIRECTOR

FROM: CLINTON R. YERKES
DEPUTY EXECUTIVE DIRECTOR

DATE: SEPTEMBER 7, 2016

SUBJECT: AWARD of CONTRACT EXTENSION
ANNUAL LAWN / LANDSCAPE MAINTENANCE SERVICES

In October, 2014 bids were received and contract awarded to Terracon Services for the provision of landscape services.

This contract provides services for the plant site, numerous lift station sites, and District easements throughout the service area. Services include mowing, edging, shrub pruning, weed control, mulch, and exotic vegetation control.

This contract was awarded for a term of 24 months, with the possibility of 3-12 month extensions.

The contractor has provided good service and it is recommended that the District extend the contract for the first of 3 possible extensions.

The following motion is suggested for Board approval:

“THAT THE DISTRICT GOVERNING BOARD authorize the 1st of 3 possible 12 month contract extensions to Terracon Services, Inc., in the amount of \$55,000.00 annually, in accordance with the contract document.”

V:/spec/annul contracts 2017/landscape/Board 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

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

MEMORANDUM

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

FROM: Bud Howard, Director of Information Services

DATE: September 7, 2016

SUBJECT: Policy & Procedures for Customer Service

In an effort to standardize and clarify our procedures and supplement our Rules, Staff and legal counsel have worked together to draft the attached District Policies that will be used to guide our Customer Service staff.

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to implement the following District Policies & Procedures:

- 1. Delinquent (Late Fee) Abatement**
- 2. Water Leak Credit for Non-Residential Customers**
- 3. Payment Plan for Delinquent Quarterly Service Charges**
- 4. Estoppel Fees and Processing**

with an effective date of September 16, 2016.”

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Loxahatchee River District Policy

Department: Customer Service	Effective Date: September 16, 2016
Policy: Delinquent (Late) Fee Abatement	
Purpose: To clarify the conditions for the abatement of Delinquent (Late) fee	
Policy #:	
<p>A Delinquent Fee equal to 10% of the Quarterly Service Charge is applied to accounts that have an outstanding Quarterly Service Charge balance greater than \$20 at the end of quarterly service period (Rule 31-10.009(3)).</p> <p>District Customer Service Staff may fully abate One (1) Delinquent Fee at the request of the Customer under the following conditions:</p> <ol style="list-style-type: none"> 1. The account is in good standing for the previous 24-month period, or since ownership, whichever is less. 2. No prior delinquent fee abatement was granted in the previous 24-month period, or since ownership, whichever is less. <p>All abatements shall be logged in the account notes by the Customer Service staff member processing the abatement.</p> <p>Delinquent Fees shall be suspended for customers actively participating in, and fully compliant with the terms of, an approved payment plan.</p>	
Authority: Chapter 31-10.009(9)	
Authorized: <input type="checkbox"/> Governing Board	Date:
Approved: <input type="checkbox"/> Executive Director	Date:
Revised:	

Loxahatchee River District Policy

Department: Customer Service	Effective Date: September 16, 2016
Policy: Water Leak Credit for Non-Residential Customers	
Purpose: To clarify the conditions for credit to non-residential customers with water leak	
Policy #:	
<p>Most non-residential Quarterly Sewer Service Charges are computed based upon water usage (Rule 31-10.007). If a customer whose Quarterly Service Charge is based upon water usage experiences an increased sewer bill due to a water leak where the leaked water was <i>NOT</i> discharged to the sewer, the customer may be granted a credit on their Quarterly Sewer Services Charge according to the following criteria:</p> <ol style="list-style-type: none"> 1. The Customer shall submit, in writing, a request for credit within 6 months of the due date of the abnormally high Quarterly Sewer Service charge. 2. The Customer shall provide clear evidence (e.g. plumbing repair bill, photographs, etc.) that documents the leak occurred and that the leaked water <i>was NOT</i> discharged to District's sanitary sewer system. 3. The Customer's water use patterns (e.g. water meter readings) indicate which months of usage are affected. 4. There are at least 12 months of historical and/or subsequent non-affected usage to compute a 12-month average water usage. 5. The credit shall be computed in terms of gallons of leaked water by the most reasonable means available. Efforts to compute leaked water should address, when possible, seasonal patterns of water usage. The estimated gallons of leaked water will then be entered as a Water Use Credit in the Commercial Billing Tool (or other data management system). 	
Authority: Chapter 31-10.009(9)	
Authorized: <input type="checkbox"/> Governing Board	Date:
Approved: <input type="checkbox"/> Executive Director	Date:
Revised:	

Loxahatchee River District Policy

Department: Customer Service	Effective Date: September 16, 2016
Policy: Delinquent Account Payment Plan	
Purpose: Payment Plan for Delinquent Quarterly Service Charges.	
Policy #:	
<p>Delinquent accounts accumulate charges, fees, and interest in accordance with Rule 31-10.009.</p> <p>Customers desiring to bring delinquent quarterly service charges current may enter into a Payment Plan Agreement. In order to enter into a Payment Plan Agreement, a customer must:</p> <ol style="list-style-type: none"> 1. Complete the District's Payment Plan Agreement form (see Attached). 2. Agree to make a minimum MONTHLY payment to the District greater than, or equal to, the 67% of the present quarterly sewer service charge until the account is current. Example: For a quarterly sewer service charge of \$66.91 the MINIMUM MONTHLY payment is \$44.83 ($\\$66.91 * 0.67 = \\$44.83$). - The minimum monthly payment shall be adjusted to any rate changes once the new rates take effect. 3. The Customer has not defaulted on a payment plan agreement in the previous 6-months. <p>The District will forbear Delinquent Fees for customers actively participating in, and fully compliant with the terms of, an approved payment plan. Forbearance of Delinquent Fees will begin on the date of the first monthly payment on an approved payment plan.</p> <p>If the District does not receive the minimum payment in two consecutive calendar months, the Payment Plan Agreement will be considered in default, and delinquent charges, fees and interest will resume accruing.</p> <p>This payment plan is structured to satisfy current charges and results in one extra quarterly payment each quarter toward satisfying the delinquency.</p>	
Authority: Chapter 31-10.009(9)	
Authorized: <input type="checkbox"/> Governing Board	Date:
Approved: <input type="checkbox"/> Executive Director	Date:
Revised:	



PAYMENT PLAN AGREEMENT

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 JUPITER PARK DRIVE, JUPITER, FL 33458-8964
Phone: 561-747-5700 Option 2; Fax: 561-747-9929; www.loxahatcheeriver.org
Email: billing@lrecd.org

Customers desiring to bring delinquent quarterly service charges current may enter into a Payment Plan Agreement. The District will forbear Delinquent Fees for customers actively participating in, and fully compliant with the terms of, an approved payment plan. Forbearance of Delinquent Fees will begin on the date of the first monthly payment on an approved payment plan.

LOXAHATCHEE RIVER DISTRICT ACCOUNT NUMBER: _____

PROPERTY OWNER(S): _____

PROPERTY ADDRESS: _____

MAILING ADDRESS (if different): _____

PHONE # _____ **Email** _____

I hereby commit to the MINIMUM MONTHLY PAYMENT of: \$ _____ *****
beginning _____ **(Date).**

*Subject to the District's minimum payment formula and shall be adjusted to any rate changes once the new rate changes take effect.

If the District does not receive the minimum payment in two consecutive calendar months, the Payment Plan Agreement will be considered in default, and delinquent charges, fees and interest will resume accruing. Customers who have defaulted on a District Payment Plan in the previous 6-months are not eligible.

Authorized Signature _____ **Printed Name:** _____

Date: _____

Loxahatchee River District Use

Past Due Charges Suspended & Logged on _____ (Date) by _____ (Name).

Loxahatchee River District Policy

Department: Customer Service	Effective Date: September 16, 2016
Policy: Estoppel Fees	
Purpose: To clarify conditions and criteria for Estoppel Fees	
Policy #:	
<p>The District charges an Estoppel Fee to offset administrative and legal expenses associated with providing information to parties requesting the status in writing for justifiable reliance purposes as to rates, fees and charges due to the District (Rule 31-10.001(17)).</p> <p>An Estoppel Fee is determined at \$25.00 per Estoppel letter provided by the District and may be changed from time to time in accordance with the law. The Customer must pay the Estoppel Fee before the District releases the Estoppel Form. Customers may pre-pay Estoppel Fees.</p> <p>Any Customer that requests an Estoppel letter that District staff needs to complete to reflect current amounts due shall be charged the current Estoppel Fee.</p> <p>If a Customer requests an Estoppel, or Estoppel update, and no changes or adjustments are needed to the Estoppel, there will be no charge to forward a copy of the previous unchanged estoppel, and/or provide a verbal confirmation of no changes from the Estoppel on file.</p>	
Authority: Chapter (Rule 31-10.001(17))	
Authorized: <input type="checkbox"/> Governing Board	Date:
Approved: <input type="checkbox"/> Executive Director	Date:
Revised:	

Loxahatchee River District

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



MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.
EXECUTIVE DIRECTOR

FROM: CLINTON R. YERKES
DEPUTY EXECUTIVE DIRECTOR

DATE: SEPTEMBER 9, 2016

SUBJECT: AWARD of ENGINEERING CONTRACT
MASTER LIFT STATION REHABILITATION

Over the past 9 months Mathews Consulting and staff have been working to determine the extent and appropriate improvements that can be made to the Master Lift Station to bring it up to current standards.

This item is included in the FY 2017 budget for design and construction completion.

With the scope of work completed Mathews has provided the attached proposal for Engineering Services. The project will include extensive piping improvements providing for alternate by-pass methods of operation, replacement of pumps for more efficient operation; new generator; and relocation of the generator and fuel tank, and building modifications.

The project is expected to go to bid in July, 2017 with construction completed in May, 2018.

Staff has reviewed the attached proposal and recommends approval of the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Mathews Consulting, a Baxter Woodman Company, for the provision of Engineering Services for the Master Lift Station No. 1 Rehabilitation, in the amount of \$213,205.30.

and

A contingency amount of \$4,000.00.”

Should you have any questions please contact either me or Kris Dean.

V:/cip/proj/lift Sta/LS#1/ MLS Rehab 2017/Board Memo 9-2016

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

**AGREEMENT BETWEEN LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
AND MATHEWS CONSULTING, A BAXTER & WOODMAN COMPANY
FOR PROFESSIONAL ENGINEERING SERVICES**

"MASTER LIFT STATION NO. 1 REHABILITATION"

DATE: September 2, 2016

BACKGROUND

The Loxahatchee River Environmental Control District (District) owns and operates Master Lift Station No. 1 (MLS No. 1) which is located at the southwest corner of the intersection of Indiantown Road and Pennock Lane. The station is currently a triplex station equipped with dry-pit type, non-submersible pumping units. The station serves the surrounding areas through a network of gravity sewers and also serves as a re-pump station for multiple smaller area lift stations. All flow conveyed to MLS No. 1 is discharged via gravity to the influent chamber of the facility. Based on record drawing documents provided to Mathews Consulting (MC) various upgrades and improvements were completed at the site since the station was constructed in 1979. The facility modifications included the installation of variable frequency drives, installation of temporary station bypass piping and connections, modifications to the influent chamber and wet well as well as upgrades to the onsite odor control system. As part of the current project, the District requested MC to prepare a scope of work to provide engineering design, permitting, bidding and construction phase services to replace and/or rehabilitate specific process system components which are critical to the functionality of the station during normal and emergency/standby situations.

The District has identified the following design goals and/or tasks for the current project:

- Replacement of the existing dry-pit, non-submersible type pumps (estimated to be 3,750 gpm @ 80 ft TDH, or 110 Hp). The existing pumps, which are original to the facility, have been re-built multiple times and are nearing the end of their useful life. The new pumps will be sized based on the findings of the wastewater flow analysis completed by MC as part of the preliminary design report.
- Replacement of the existing diesel driven standby generator unit (estimated to be 350 KW). The existing generator unit is over 40 years old and is nearing the end of its useful life. A new generator with sound/weather attenuating enclosure will be located exterior to the lift station building. Repair of the existing wall at the generator cooling system exhaust discharge will be required. The design shall include a new secondary contained fuel piping system. Design of a day tank system is not anticipated.
- The existing pneumatically operated valves which function as the pump discharge check valves will be replaced with motor operated valves (MOV's).
- Replacement of the existing pump suction and discharge piping to accommodate the new pumps and discharge valve locations. The existing pump suction valves were replaced as part of the last phase of rehabilitation and shall be reused.
- Replacement and relocation of the existing manually operated plug valves. The new valves will be located on the vertical pump discharge piping just upstream of the common, horizontal discharge header piping.

- Incorporation of a temporary bypass connection within a below-ground vault to provide reliability and redundancy during facility shut-downs. As part of the work, the existing piped bypass will be demolished.
- Installation of a 30-inch temporary line stop will be installed on the pump discharge piping in the yard.
- Recoating of the interior concrete surfaces (including flooring), except interior wet well surfaces, of the pump station, including the operations, electrical and dry-pit rooms. All new and existing pumps, piping, conduit and miscellaneous metals, except aluminum and 316 SS unless previously coated, surfaces shall also be coated.
- Installation of a continuous flow metering device within a manhole to record the instantaneous flow rate and totalized flow conveyed to or from (i.e. at influent or effluent) the lift station will be included in the design.
- Replacement of the existing dry-pit sump pump will be included in the design.
- Upgrades to the existing site electrical service and existing motor control center (MCC) gear will be provided, as required, to support the proposed improvements.
- Modification of the pump station areas, specifically the Operations Room, to address hazardous classification issues. The improvements will include the construction of a CMU wall to physically separate the wetwell access hatch from the Operations Room.
- Removal of the existing unused aluminum structural members in the dry pit area.
- Replacement of the existing overhead pump discharge header.

This Agreement is part of the **Continuing Contract** with the District, and the District has the right to stop work at any time being only responsible for costs incurred up to that time.

SCOPE OF WORK

The following is a description of the Scope of Services to be provided under this Work Authorization: provide engineering design, permitting, bidding and construction phase services for the MLS No. 1 Rehabilitation. Specific project elements include the following:

SCOPE OF WORK:

Task 1 – Investigative Phase

Task 1.1 – Kick-Off Meeting: MC shall attend Kick-Off Meeting with District staff for the purpose of verifying the District's goals, objectives and design standards for the project.

Task 1.2 – Project Management: MC shall provide overall Project Management and coordination for the project.

Task 1.3 – Survey: MC shall provide survey services consisting of field topography and horizontal locations for the pump station site. All existing facilities and utilities within the project area (design limits) will be referenced and will include the following:

1. Topography survey at 25-foot intervals and at major ground elevation changes to depict existing ground profile along the proposed project area. This shall be accomplished by collecting pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings (including finished floor elevations), and other encumbrances, including point of curvature and point of tangency.
 - b. Location of all known above and below ground existing utilities: FPL, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures and facility piping.
 - c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, addresses, ownership lines (per property tax information provided by District), block numbers and dedicated easements.
 - d. Elevations within project area shall be indicated on a minimum 25-foot grid (based on NGVD 29 datum), and will indicate centerline grades, edge of pavement grades and shoulder grades, low points and all property or easement lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks.
 - e. Elevations to be referenced to an existing established City or County Benchmark.
2. The above topographical survey data will be prepared in AutoCAD (Version 2016) format at a scale of 1"=20'. The CAD drawing shall also include:
 - Location of utility pot holing.

Task 2 – Final Design Phase

Item 2.1 - Design Drawings: MC shall prepare construction drawings which shall include: cover sheet, general notes, civil plan drawings, mechanical, structural, electrical and instrumentation drawings, and detail sheets conforming to the requirements of the current District Minimum Construction Standards. MC shall prepare the engineering design elements on topographic survey information prepared by MC's surveyor using AutoCAD Release 2016 format and available As-Built Drawings. MC shall coordinate with the District in order to design the proposed lift station modifications and upgrades in accordance with the requirements and design standards of the District. Drawings (2 copies, one large 22x34 and one small 11x17 copies and a PDF) shall be submitted for District review at 50%, 90% and 100% (Bid Set) design stages. Autocad files shall be submitted at the 100% (Bid Set) design stage.

Item 2.2 - Specifications: Contract documents consisting of technical specifications shall be prepared and shall conform to District Standards. Specifications (two copies and a PDF) shall be submitted for District review at the 50%, 90% and 100% (Bid Set) design stages. Word files shall be submitted at the 100% (Bid Set) design stage)

Item 2.3 - Cost Estimate: At the 50%, 90% and 100% stages, MC shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the District. The cost opinion shall reflect changes in general scope, extent or character of design requirements

incorporated during the various design review stages. Opinion of probable construction cost (two copies and a PDF) shall be submitted for District review at the 50%, 90% and 100% (Bid Set) stages.

Item 2.4 – Design Review Meetings: MC shall attend two (2) design meetings with the District and provide written summary of the issues discussed.

Item 2.5 - QA/QC: MC shall provide internal QA/QC reviews on the 50%, 90% and 100% (Bid Set) Design Documents (e.g. drawings, specifications and cost estimates).

Task 3 – Bidding Assistance

Subtask 3.1 Bid Advertisement

MC shall assist District in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. MC shall provide up to ten (10) pdf sets of bid documents on DVD's. District shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

Subtask 3.2 Pre-Bid Conference

MC shall conduct pre-bid conference in conjunction with District staff and provide a written summary of issues discussed.

Subtask 3.3 Bid Clarification/Addenda

MC shall assist District in issuing addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. District shall issue any addenda's to prospective bidders.

Subtask 3.4 Contract Award

MC shall conduct the bid opening and prepare bid tabulation. MC shall assist District in evaluating bids and proposals, including reference checks. MC shall submit to District written recommendation concerning contract award to the lowest responsive responsible bidder.

Task 4 – Permitting

At the outset of the Design Phase, the MC shall meet with the appropriate permitting agencies to determine potential permitting requirements. Agencies anticipated to have jurisdiction over the project include: Palm Beach County Health Department (PBCHD).

Permit applications shall be completed as listed below. Associated permit application fees shall be determined by MC and paid by District.

- PBCHD Application for Construction of a Wastewater Collection/Transmission System.

In addition to preparing the permit applications for appropriate regulatory agencies, MC shall assist the District in consultations with the appropriate authorities. Consultation services shall include the following, as required:

- Attend up to one (1) pre-application meeting with the staff of each of the regulatory agencies.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

Task 5 – Construction Phase Services

MC shall provide services during construction (SDC) and part-time inspection services for construction of the MLS #1 Rehabilitation Project. Construction is estimated to be ten (10) months to Substantial Completion and eleven (11) months to Final Completion. Specific project elements include the following:

Subtask 5.1 – Services During Construction (SDC)

The specific SDC phase services to be provided by the MC shall include the following (MC agrees to complete the tasks within the time frame associated with the construction contract for this project):

Item 5.1.1 - Conformed Contract Documents

MC shall prepare conformed Contract Documents (Drawings) for use by the Contractor and DISTRICT during construction.

Item 5.1.2 - Pre-construction Conference

MC shall attend a preconstruction conference with representatives of the DISTRICT, Contractors and major subcontractors for the construction contract. MC shall prepare, in writing, minutes of conference.

Item 5.1.3 – Shop Drawing Review

MC shall receive, log, and review Shop Drawings, results of laboratory tests, samples, certifications, preliminary O&M manuals and product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to fifty (50) submittals (total, which includes submittals, and re-submittals, if required) is included in the budget for SDC phase services. MC will review and return submittals to District and Contractor within 7 to 14 calendar days of receipt. MC shall maintain a shop drawing log indicating the dates of contractor submittals, rejections and approvals.

Item 5.1.4 – Monthly Meetings

MC shall attend monthly construction progress meetings (up to 10) to be held at the District's offices and provide a written summary of the issues discussed. Project meetings will be conducted by the MC's Construction Manager with the District's Project Manager and Inspector also in attendance. Following the meeting, the MC's Construction Manager will prepare and distribute meeting minutes to the District and other attendees.

Item 5.1.5 – Pay Estimate Review

Review monthly payment applications (total of 11) submitted in a format acceptable to the District. MC shall verify the quantities as represented on the pay request and make a recommendation to the District to proceed with the payment as requested, or as modified based on MC review.

Item 5.1.6 – Construction Schedule Review

MC shall monitor the construction schedule monthly (total of 11) and report to the District conditions which may cause delay in completion.

Item 5.1.7 – Construction Clarifications

MC shall respond in writing to Contractor's Request for Information (RFI) regarding the design documents during the 11-month construction period. A total of ten (10) RFI responses have been included in this task. MC shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor within one week.

Item 5.1.8 – Construction Changes

Prepare and negotiate Change Orders (CO) and Field Change Directives (FCD) during the 11-month construction period. For the purpose of this Work Order, it is assumed that up to five (5) CO's and four (4) FCD's will be prepared during the 11-month construction period.

Item 5.1.9 – Startup, Testing and Certificate of Construction Completion

MC shall provide startup and testing services for the project, including witnessing pipeline pressure testing, pump and system performance testing, electrical & controls testing, and other startups needed to demonstrate successful operation of the system. MC shall also witness the startup and testing of the pump station control strategy.

MC shall certify to the District based on the visible project features, MC's part-time inspections and District's inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications.

Item 5.1.10 – Substantial and Final Inspection

MC shall conduct a substantial and final inspection with the District's construction management staff to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. For the purpose of this provision, Substantial Completion shall be deemed to be the stage in construction of the project where the project can be utilized for the purposes for which it was intended, and where minor items need not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use. A punch-list will be prepared for each inspection (substantial & final) for the project. MC shall recommend, in writing, final acceptance of the work to the District. District may, at District's option proceed to make final payment to the construction contractor.

Item 5.1.11 – Review of Final Record Drawings and Final O&M Manuals

MC shall review the Contractor's electronic Record Drawings for completeness. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawing files. Two (2) sets of final signed and sealed RECORD drawings by a Florida Registered Surveyor (and the drawings in AutoCAD.dwg and .pdf formats) will then be submitted by the Contractor to the MC/District for review and approval. A minimum of one (1) hard copy and one (1) electronic version of approved Record Drawings will be submitted to the District upon completion of the project. MC shall review the Contractor's Final O&M Manuals for completeness. Three (3) sets of final O&M manuals and one (1) PDF copy shall be submitted to the District upon completion of the project.

Subtask 5.2 – Resident Project Representative (RPR) Services

MC shall provide part-time inspections (4 hrs/day, 3 days/week or 12 hrs/week) of the project during the construction of the work (assumes a total period of not-to-exceed 10 months of field work) for the construction contract. Activities performed under this task consist of furnishing an RPR during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction of the proposed improvements can be certified. The RPR shall:

- Serve as MC's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.
- Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work substantially conforms to the contract documents. Report, in writing, whenever MC believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to District.
- Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to District, in writing. MC shall make recommendation for action by the District.
- Review Contractor As-Built information on a monthly basis to confirm proper updates are being made.
- Observe all flushing and pressure testing of the pipe, where warranted.
- District inspector shall assist the construction contractor in coordinating all required density testing, etc. as required by the Construction Documents. MC's inspector shall assist the District as required.
- RPR shall review applications for payment submitted by the Contractor and material vendors and confirm completion level for each pay item.
- Activities performed under this task consist of furnishing part-time inspections during the construction of the project, to observe the quality of the construction work, and to assure that the improvements can be certified to the District.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

ADDITIONAL SERVICES:

Task A1 – Electrical

MC shall furnish the services of a professional electrical engineer to provide electrical and process control (instrumentation) design services (construction plans, specifications and construction cost estimate) for the proposed improvements at the 50%, 90% and 100% design stages.

Electrical subconsultant shall provide engineering services during bidding of the proposed improvements, which will include addressing questions and Requests for Information (RFI's) received by developing addendum document(s) for use by the District to issue to potential bidders. Addendum to provide corrections, supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents.

Electrical Subconsultant shall provide engineering services during the construction phase, which will include electrical shop drawing review, providing electrical clarifications, periodic site visits/startup testing, and punch list inspections.

Task A2 – Structural

MC shall furnish the services of a professional structural engineer to provide structural engineering design services (construction plans, specifications and construction cost estimate) for the proposed improvements at the 50%, 90% and 100% design stages.

Structural subconsultant shall provide engineering services during bidding of the proposed improvements, which will include addressing questions and Requests for Information (RFI's) received by developing addendum document(s) for use by the District to issue to potential bidders. Addendum to provide corrections, supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents.

Structural Subconsultant shall provide engineering services during the construction phase, which will include structural shop drawing review, providing structural clarifications, periodic site visits, and punch list inspections.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule or Scope of Work, MC shall advise District in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to MC will be negotiated with District.

1. The District shall provide MC with all available record drawing information and data for MLS No. 1.
2. Geotechnical services are not anticipated as part of the current scope of work therefore the costs for such services has not been included.
3. It is assumed that all proposed pump station modifications will be located on District property or within existing easements.
4. District will prepare and provide for MC review prior to bidding front-end documents in electronic format.
5. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item and is not currently included in this Scope of Work.
6. MC assumes that there are no contaminated soils or groundwater in the project area.
7. It is assumed District staff will provide potholing for utility locations selected by MC to confirm horizontal and vertical location of below ground utilities.
8. MC assumes that all existing and proposed infrastructure pipeline alignments are within the District's, Town of Jupiter, FDOT and FEC Railway rights-of-way.
9. District will be responsible for acquisition of easements (including temporary construction easements), if required. Surveying and legal work necessary to prepare document for and to secure easements (temporary and permanent) required for installation of the piping and improvements is the responsibility of the District.
10. MC assumes construction duration of ten (10) months to Substantial Completion and eleven (11) months to Final Completion.
11. Contractor shall be responsible for preparing Record Drawings.
12. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
13. MC assumes the project area is not on Sovereign Submerged Land.
14. District is responsible for all permitting fees, including costs of public notification in local newspapers.
15. Assisting the District in the settlement of construction contract claims is an Additional Services and is not included in this Scope of Services.

ADDITIONAL SERVICES

MC shall provide additional engineering as requested by the District for engineering services that are not covered under this Scope of Work. Services shall be reimbursed in accordance with Mathews Consulting's fee schedule included in **Exhibit A**. Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from District. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

CONTRACT PERFORMANCE

COMPLETION DATES:

The duration of major work tasks (calendar days) are as indicated on the Project Schedule shown in **Exhibit B** and are summarized below.

<u>Engineering Services</u>	<u>Timeframe per Task</u>
▪ Task 1 - Investigative Phase	30 days
▪ Task 2 - Final Design Phase	163 days
▪ Task 3 - Bidding Assistance	60 days
▪ Task 4 - Permitting	30 days
▪ Task 5 - Construction Phase Services	330 days

Total Project Duration: 613 Days (21 months)

* The schedule is based upon conducting a review meeting within 14 calendar days after District receives the designated design submittals. All review comments shall be provided to MC within 14 calendar days after District receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

SUMMARY OF PROPOSED FEES:

Proposed labor costs and associated expenses for engineering services are tabulated below and detailed in **Exhibit A**.

ENGINEERING SERVICES

- Task 1 - Investigative Phase
- Task 2 - Final Design Phase
- Task 3 - Bidding Assistance
- Task 4 - Permitting
- Task 5 - Construction Phase Services
- Reimbursables

ENGINEERING FEE

\$	9,250.00
\$	82,711.70
\$	5,651.40
\$	1,377.00
\$	104,215.20
\$	<u>10,000.00</u>

TOTAL ENGINEERING SERVICES

**\$ 213,205.30
(NOT TO EXCEED)**

DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
2.2 Design Drawings	50% 90% 100%/Bid Set	<ul style="list-style-type: none"> • (1) 22x34, (1) 11x17, (1) PDF • (1) 22x34, (1) 11x17, (1) PDF • (1) 22x34, (1) 11x17, (1) PDF, (1) set AutoCad Files
2.3 Specifications	50% 90% 100%/Bid Set	<ul style="list-style-type: none"> • (2) Copies, (1) PDF • (2) Copies, (1) PDF • (2) Copies, (1) PDF, (1) set Word files
2.4 Cost Estimate	50% 90% 100%/Bid Set	<ul style="list-style-type: none"> • (2) Copies, (1) PDF • (2) Copies, (1) PDF • (2) Copies, (1) PDF
3. Bidding Services	Bidding Sets Addenda if required	<ul style="list-style-type: none"> • 10- DVD (pdf) • As required
4. Permitting Services	Permit Applications(PBCHD)	<ul style="list-style-type: none"> • 4 – Sets each Permit
5. Construction Services	District Sets (Drwgs + Specs) Contractor Sets (Drwgs + Specs)	<ul style="list-style-type: none"> • 3 – Sets (22" x 34") • 4 – Sets (22" x 34") • 2 – Sets (22" x 34"), Signed and Sealed

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

Witnesses:

Date

Date

Executed: _____

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

MATHEWS CONSULTING, A BAXTER & WOODMAN CO.

Witnesses:

Date

Executed: _____

By: _____
Rene L. Mathews, P.E., Vice President Date

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: SEPTEMBER 7, 2016
SUBJECT: FISCAL YEAR 2017 – BUDGET APPROVAL

This month we seek your approval of our proposed (Final Draft) Fiscal Year 2017 Budget, which is provided following this memo and is available online at

<https://loxahatcheeriver.org/governance/audits-budgets/>

We will hold a Public Hearing at 6:55 pm on September 15, 2016 (prior to the regularly scheduled Board Meeting) during which members of the public may provide comment on the proposed budget. During the regularly scheduled Board Meeting, immediately following the Public Hearing, you will vote on Resolution Number 2016-30, which is attached following this page and included within the proposed FY2017 Budget. Approval of Resolution No. 2016-30 will result in adoption of the FY2017 Budget.

The proposed Budget includes the following (% increase from FY2016):

\$ 5,900,589	(6%)	Administration, Legal, Accounting, Water Resources, and Engineering
\$ 9,420,806	(3%)	System Operation and Maintenance
\$ 8,425,000	(25%)	Capital Improvements
<u>\$ 9,396,000</u>	<u>(56%)</u>	<u>Renewal & Replacement</u>
\$33,142,395	(21%)	Total

The proposed FY2017 budget represents a cumulative increase of \$5,659,981, which is a 21% increase relative to last year's approved budget. Relative to the budget you reviewed last month we reduced our operating expenses by an additional \$13,000, but we increased Renewal & Replacement by \$89,000 to more accurately reflect costs associated with the Tequesta US1 wastewater force main rehabilitation (the revised project is still significantly cheaper than the alternative).

The vast majority of the budget increase is due to Capital Improvements and Renewal & Replacement costs. As you are aware, these costs represent significant projects (e.g., deep bed filter project, Jupiter Inlet Colony neighborhood rehabilitation, significant rehabilitation of our wastewater transmission and collection system) that have been anticipated in our rate study for several years. Staff believe such proactive maintenance of our critical infrastructure represents sound management.

We are proud to serve our customers, and we are proud of the positive effect we have on the health of our community and the National Wild and Scenic Loxahatchee River. Therefore, I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve Resolution 2016-30 adopting the Loxahatchee River Environmental Control District's annual budget for the 2017 Fiscal Year."

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Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Resolution No. 2016-30

WHEREAS, under the provisions of Section 189.016, Florida Statutes, the proposed annual budget for the Loxahatchee River Environmental Control District has been submitted this 15th day of September, 2016.

WHEREAS, under the provisions of Section 189.015, Florida Statutes, a public hearing on the proposed budget has been held and notice thereof having been published in one issue of the Palm Beach Post, a newspaper of general circulation in the District, more than five days before such hearing; and

WHEREAS, all necessary changes have been made as to revenue estimates and expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2017, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

REVENUES

Operating Revenue	\$ 20,455,595
Nonoperating Revenue	2,676,490
Carryforward of Surplus from Prior Years	10,010,310
TOTAL REVENUES	<u>\$ 33,142,395</u>

EXPENSES

Admin., Legal, Acctng.,	
Water Resources and Eng.	\$ 5,900,589
System Operation and Maintenance	9,420,806
Capital Improvements	8,425,000
Renewal and Replacement	9,396,000
TOTAL EXPENSES	<u>\$ 33,142,395</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 15th day of September, 2016.

_____	Vote: _____	_____	Vote: _____
Gordon Boggie, Chairman		Harvey Silverman, Vice Chairman	
_____	Vote: _____	_____	Vote: _____
James Snyder, Treasurer		Dr. Matt Rostock, Secretary	
_____	Vote: _____		
Stephen Rockoff, Assistant Secretary/Treasurer			



Loxahatchee River Environmental Control District

Annual Budget **For the Fiscal Year Ending September 30, 2017**

Governing Board

Gordon M. Boggie

Chairman

Harvey M. Silverman

Vice Chairman

James D. Snyder

Treasurer

Dr. Matt H. Rostock

Secretary

Stephen B. Rockoff

Asst. Secretary/Treasurer



Executive Director

D. Albrey Arrington, Ph.D

Deputy Executive Director

Clinton R. Yerkes

Resolution No. 2016-30

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Carryforward of Surplus from Prior Years	10,010,310
TOTAL REVENUES	<u>\$ 33,142,395</u>

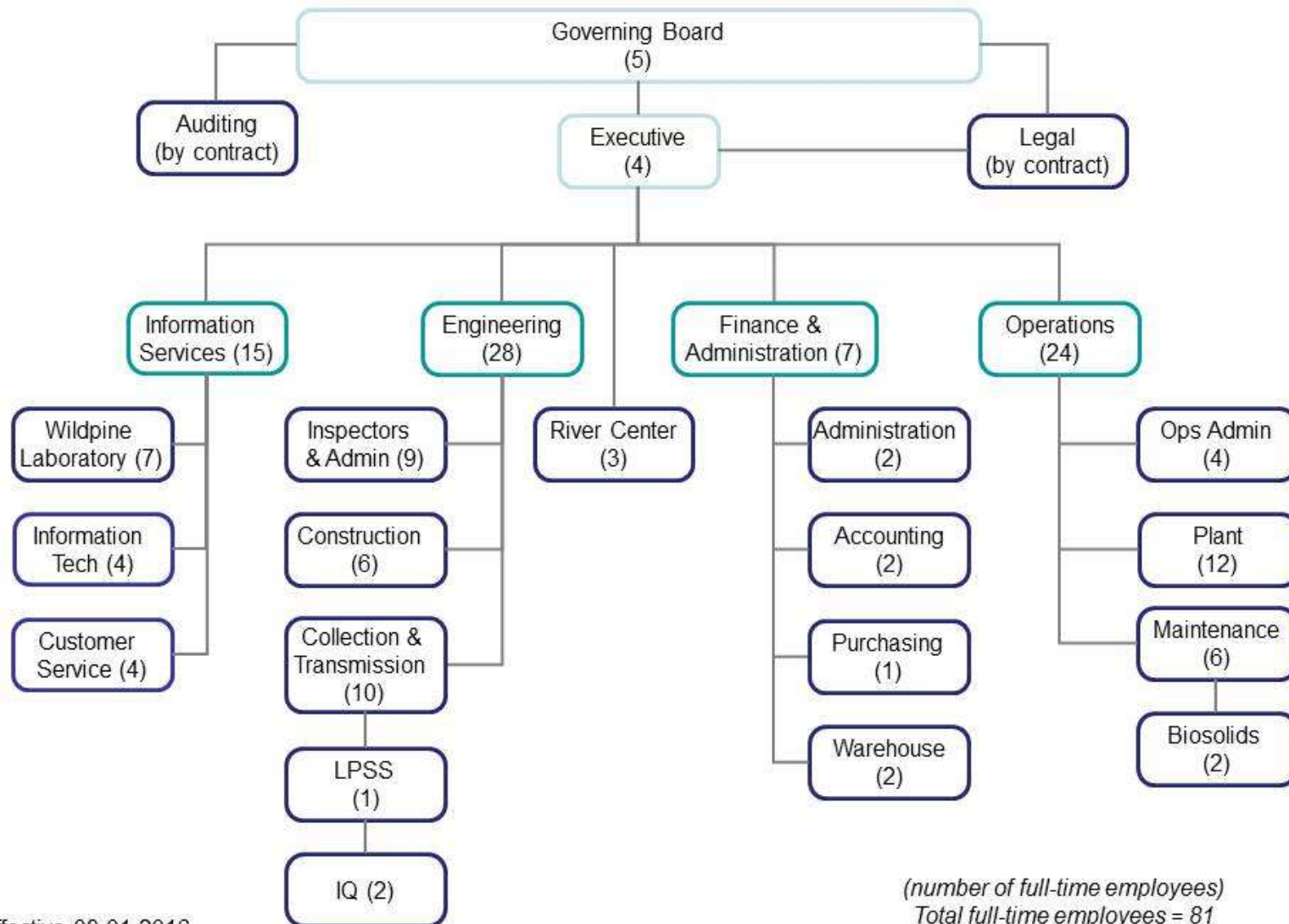
EXPENSES

Admin., Legal, Acctng.,	
Water Resources and Eng.	\$ 5,900,589
System Operation and Maintenance	9,420,806
Capital Improvements	8,425,000
Renewal and Replacement	9,396,000
TOTAL EXPENSES	<u>\$ 33,142,395</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 15th day of September, 2016.

_____	Vote: _____	_____	Vote: _____
Gordon Boggie, Chairman		Harvey Silverman, Vice Chairman	
_____	Vote: _____	_____	Vote: _____
James Snyder, Treasurer		Dr. Matt Rostock, Secretary	
_____	Vote: _____		
Stephen Rockoff, Assistant Secretary/Treasurer			

LRD Organizational Chart



Effective 08-01-2016

(number of full-time employees)
Total full-time employees = 81

Budget Summary

	FY 2016 Budget	FY 2017 Budget
Revenues		
<i>Operating Revenues</i>		
Regional Sewer Service	\$ 16,081,795	\$ 16,445,746
Standby Sewer Service	353,761	259,267
IQ Water Charges	2,108,400	2,157,200
Assessments	748,000	750,307
Administration and Engineering Fees	55,988	55,075
Other Revenue	788,000	788,000
<i>Subtotal Operating Revenues</i>	20,135,944	20,455,595
<i>Capital Revenues</i>		
Line Charges	266,800	262,000
Plant Charges	1,687,410	1,713,490
<i>Subtotal Capital Revenues</i>	1,954,210	1,975,490
<i>Other Sources</i>		
Interest Income	726,780	701,000
Carryforward of Surplus from Prior Years	4,665,480	10,010,310
Total Revenues	\$ 27,482,414	\$ 33,142,395
Expenses		
<i>Operating Expenses (by category)</i>		
Salaries and Wages	\$ 4,967,628	\$ 5,236,110
Payroll Taxes	356,120	396,300
Retirement Contributions	669,900	703,950
Employee Health Insurance	1,072,546	1,203,750
General Insurance	402,950	447,678
Supplies and Expenses	1,034,240	950,388
Utilities	1,413,650	1,540,911
Chemicals	700,000	649,009
Repairs and Maintenance	2,367,840	2,309,547
Outside Services	1,500,040	1,658,752
Contingency	225,000	225,000
<i>Subtotal Operating Expenses</i>	14,709,914	15,321,395
<i>Capital</i>		
Capital Improvements	6,740,500	8,425,000
Renewal and Replacement	6,032,000	9,396,000
<i>Subtotal Capital</i>	12,772,500	17,821,000
Total Expenses	\$ 27,482,414	\$ 33,142,395
Excess Revenues Over (Under) Expenses	\$ -	\$ -

Executive Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5110 Special Pay - Governing Board	\$ 6,500
5120 Salaries and Wages	405,200
5140 Overtime	1,000
5210 Payroll Taxes	31,500
5220 Retirement Contributions	55,600
5230 Life, Health, and Dental Insurance	62,350
5240 Workers Compensation Insurance	36,971
<i>Subtotal</i>	\$ 599,121
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 9,500
5400 Travel and Per Diem	18,115
5410 Communications	38,200
5420 Freight and Postage	21,000
5430 Utility Services	750
5450 Insurance	27,750
5460 Repair and Maintenance - General	67,175
5461 Repair and Maintenance - Vehicles	4,000
5510 Office Supplies	2,500
5520 Operating Supplies	46,600
5540 Books, Memberships, and Subscriptions	18,558
5550 Training and Education	25,000
<i>Subtotal</i>	\$ 279,148
Total	\$ 878,269

Personnel Schedule	FY 2017 FTE
Executive Director	1.0
Deputy Executive Director	1.0
Executive Secretary	1.0
Human Resource Generalist	1.0
Total	4.0

Professional Services Department

Account Description	FY 2017 Budget
<i>Operating Expenses</i>	
5310 Professional Services	\$ 2,500
5311 Engineering	20,000
5312 Engineering Support Services	25,000
5313 Legal Expense - Non-Litigation	45,000
5314 Legal Expense - Litigation	60,000
5315 Legal Expense - Collections	5,000
5316 Pension Advisor	10,000
5317 Human Resource Law	15,800
5321 Auditing Services	39,000
<i>Subtotal</i>	\$ 222,300
Total	\$ 222,300
Personnel Schedule	FY 2017 FTE

Finance Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 472,350
5140 Overtime	5,000
5210 Payroll Taxes	36,100
5220 Retirement Contributions	67,900
5230 Life, Health, and Dental Insurance	104,450
<i>Subtotal</i>	\$ 685,800
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 30,250
5461 Repair and Maintenance - Vehicles	5,000
5495 Tax Collector Discount and Fees	62,680
5510 Office Supplies	5,000
5520 Operating Supplies	34,000
<i>Subtotal</i>	\$ 136,930
Total	\$ 822,730

Personnel Schedule	FY 2017 FTE
Director of Finance and Administration	1.0
Accountant II	1.0
Accountant I	1.0
Projects Coordinator	1.0
Purchasing Agent	1.0
Warehouse Coordinator	1.0
Warehouse Assistant	1.0
Total	7.0

Public Education Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 137,000
5130 Other Salaries and Wages	4,500
5140 Overtime	10,000
5210 Payroll Taxes	11,400
5220 Retirement Contributions	16,500
5230 Life, Health, and Dental Insurance	36,100
<i>Subtotal</i>	\$ 215,500
<i>Operating Expenses</i>	
5310 Professional Services	\$ 2,000
5340 Other Contractual Services	4,020
5430 Utility Services	36,500
5460 Repair and Maintenance - General	65,500
5461 Repair and Maintenance - Vehicles	1,000
5470 Printing and Publications	10,450
5520 Operating Supplies	28,460
<i>Subtotal</i>	\$ 147,930
Total	\$ 363,430

Personnel Schedule	FY 2017 FTE
Environmental Education Manager	1.0
Environmental Education Coordinator	1.0
Community Outreach Coordinator	1.0
Total	3.0

WildPine Lab Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 463,700
5130 Other Salaries and Wages	10,000
5140 Overtime	10,000
5210 Payroll Taxes	36,500
5220 Retirement Contributions	58,900
5230 Life, Health, and Dental Insurance	100,700
<i>Subtotal</i>	\$ 679,800
<i>Operating Expenses</i>	
5310 Professional Services	\$ 60,000
5461 Repair and Maintenance - Vehicles	10,600
5462 Repair and Maintenance - Equipment	21,850
5520 Operating Supplies	79,000
<i>Subtotal</i>	\$ 171,450
Total	\$ 851,250

Personnel Schedule	FY 2017 FTE
Director of Information Services	1.0
Lab Manager	1.0
Senior Scientist	1.0
Lab Technician II	2.0
Lab Technician I	2.0
Total	7.0

Customer Service Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 166,400
5140 Overtime	2,500
5210 Payroll Taxes	12,700
5220 Retirement Contributions	23,700
5230 Life, Health, and Dental Insurance	45,700
<i>Subtotal</i>	\$ 251,000
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 20,000
5420 Freight and Postage	65,000
5491 Other Current Charges and Obligations	7,500
5510 Office Supplies	75,000
5520 Operating Supplies	20,000
<i>Subtotal</i>	\$ 187,500
Total	\$ 438,500

Personnel Schedule	FY 2017 FTE
Customer Service Coordinator	1.0
Customer Service Rep II	1.0
Customer Service Rep I	2.0
Total	4.0

Information Technology Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 260,100
5140 Overtime	500
5210 Payroll Taxes	19,350
5220 Retirement Contributions	32,700
5230 Life, Health, and Dental Insurance	82,250
<i>Subtotal</i>	\$ 394,900
<i>Operating Expenses</i>	
5310 Professional Services	\$ 110,000
5460 Repair and Maintenance - General	29,000
5520 Operating Supplies	3,000
5540 Books, Memberships, and Subscriptions	5,000
<i>Subtotal</i>	\$ 147,000
Total	\$ 541,900

Personnel Schedule	FY 2017 FTE
System Specialist II	3.0
IT Help Desk	1.0
Total	4.0

Engineering and Inspection Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 634,700
5130 Other Salaries and Wages	5,220
5140 Overtime	5,000
5210 Payroll Taxes	48,700
5220 Retirement Contributions	91,300
5230 Life, Health, and Dental Insurance	149,400
<i>Subtotal</i>	\$ 934,320
<i>Operating Expenses</i>	
5460 Repair and Maintenance - General	\$ 8,250
5461 Repair and Maintenance - Vehicles	23,390
5520 Operating Supplies	30,000
<i>Subtotal</i>	\$ 61,640
Total	\$ 995,960

Personnel Schedule	FY 2017 FTE
Director of Engineering Services	1.0
Chief Construction Inspector	1.0
Construction Inspector II	2.0
Construction Inspector I	2.0
Construction Coordinator	1.0
Engineering/GIS Tech	1.0
Assistant to the Director of Engineering	1.0
Total	9.0

Construction Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 298,500
5140 Overtime	11,500
5210 Payroll Taxes	23,000
5220 Retirement Contributions	38,800
5230 Life, Health, and Dental Insurance	100,450
<i>Subtotal</i>	\$ 472,250
<i>Operating Expenses</i>	
5460 Repair and Maintenance - General	\$ 165,000
5461 Repair and Maintenance - Vehicles	74,000
5520 Operating Supplies	50,000
<i>Subtotal</i>	\$ 289,000
Total	\$ 761,250

Personnel Schedule	FY 2017 FTE
Construction System Foreman	2.0
Construction System Operator A	2.0
Construction System Operator B	1.0
Construction System Operator C	1.0
Total	6.0

Operations Administrative Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 320,000
5140 Overtime	10,000
5210 Payroll Taxes	25,050
5220 Retirement Contributions	47,600
5230 Life, Health, and Dental Insurance	79,550
5240 Workers Compensation Insurance	55,457
<i>Subtotal</i>	\$ 537,657
<i>Operating Expenses</i>	
5310 Professional Services	\$ 20,000
5400 Travel and Per Diem	7,000
5410 Communications	46,900
5420 Freight and Postage	27,000
5430 Utility Services	45,200
5450 Insurance	327,500
5460 Repair and Maintenance - General	108,550
5461 Repair and Maintenance - Vehicles	4,700
5462 Repair and Maintenance - Equipment	58,000
5510 Office Supplies	10,000
5520 Operating Supplies	36,200
5521 Operating Supplies - Safety	39,855
5540 Books, Memberships, and Subscriptions	32,300
5550 Training and Education	57,600
<i>Subtotal</i>	\$ 820,805
Total	\$ 1,358,462

Personnel Schedule	FY 2017 FTE
Director of Operations	1.5
Compliance Officer	1.0
Administrative Assistant	1.0
Operations Data Clerk	1.0
Total	4.5

Collection and Transmission Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 608,300
5140 Overtime	80,420
5210 Payroll Taxes	51,800
5220 Retirement Contributions	87,850
5230 Life, Health, and Dental Insurance	167,550
<i>Subtotal</i>	\$ 995,920
<i>Operating Expenses</i>	
5430 Utility Services	\$ 299,055
5440 Rentals and Leases	40,502
5460 Repair and Maintenance - General	102,000
5461 Repair and Maintenance - Vehicles	131,465
5462 Repair and Maintenance - Equipment	287,000
5463 Repair and Maintenance - Structures	40,000
5520 Operating Supplies	56,000
5521 Operating Supplies - Chemicals	396,920
<i>Subtotal</i>	\$ 1,352,942
Total	\$ 2,348,862

Personnel Schedule	FY 2017 FTE
Collection and Transmission Superintendent	1.0
Collection and Distribution Foreman	1.0
Collection and Transmission System Operator	1.0
Collection and Distribution Operator A	6.0
Collection and Distribution Operator B	2.0
Total	11.0

Treatment and Disposal Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 966,250
5130 Other Salaries and Wages	5,000
5140 Overtime	104,000
5210 Payroll Taxes	82,600
5220 Retirement Contributions	149,750
5230 Life, Health, and Dental Insurance	222,550
<i>Subtotal</i>	\$ 1,530,150
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 5,000
5430 Utility Services	654,598
5440 Rentals and Leases	50,000
5461 Repair and Maintenance - Vehicles	23,400
5462 Repair and Maintenance - Equipment	394,750
5463 Repair and Maintenance - Structures and Grounds	216,200
5466 Repair and Maintenance - Outside Services	125,000
5520 Operating Supplies	238,950
5521 Operating Supplies - Chemicals	50,000
<i>Subtotal</i>	\$ 1,757,898
Total	\$ 3,288,048

Personnel Schedule	FY 2017 FTE
Plant Chief Operator	1.0
Plant Maintenance Foreman	1.0
Field Electrician	3.0
Process Operator A	3.0
Process Operator B	5.0
Process Operator C	5.0
Total	18.0

Reuse Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 104,850
5140 Overtime	7,280
5210 Payroll Taxes	8,450
5220 Retirement Contributions	16,100
5230 Life, Health, and Dental Insurance	29,000
<i>Subtotal</i>	\$ 165,680
<i>Operating Expenses</i>	
5410 Communications	\$ 10,500
5430 Utility Services	296,208
5461 Repair and Maintenance - Vehicles	12,517
5462 Repair and Maintenance - Equipment	116,400
5463 Repair and Maintenance - Structures and Grounds	45,000
5490 Other Current Charges and Obligations	215,000
5520 Operating Supplies	14,300
5521 Operating Supplies - Chemicals	90,500
<i>Subtotal</i>	\$ 800,425
Total	\$ 966,105
	FY 2017 FTE
Personnel Schedule	
Reuse System Operator A	2.0
Total	2.0

Bio-Solids Department

Account Description	FY 2017 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 110,000
5140 Overtime	10,340
5210 Payroll Taxes	9,150
5220 Retirement Contributions	17,250
5230 Life, Health, and Dental Insurance	23,700
<i>Subtotal</i>	\$ 170,440
<i>Operating Expenses</i>	
5461 Repair and Maintenance - Vehicles	\$ 26,410
5462 Repair and Maintenance - Equipment	96,640
5463 Repair and Maintenance - Structures and Grounds	46,750
5490 Other Current Charges and Obligations	800,000
5520 Operating Supplies	7,500
5521 Operating Supplies - Chemicals	111,589
<i>Subtotal</i>	\$ 1,088,889
Total	\$ 1,259,329

Personnel Schedule	FY 2017 FTE
Process Operator A	1.0
Process Operator B	1.0
Total	2.0

Capital Improvement Summary

Description	FY 2016 Budget	FY 2017 Budget	Change
Account			
Capital Equipment	\$ 472,500	\$ 515,000	\$ 42,500
Water Resources - Structures and Equipment	10,000	15,000	5,000
Sub-Regional C&T System	4,940,000	5,040,000	100,000
Regional C&T System	480,000	2,278,000	1,798,000
Treatment System	321,000	311,000	(10,000)
Reclamation and Disposal System	137,000	115,000	(22,000)
Expansion	10,000	10,000	-
Contingency	370,000	141,000	(229,000)
Total	<u><u>\$ 6,740,500</u></u>	<u><u>\$ 8,425,000</u></u>	<u><u>\$ 1,684,500</u></u>

Renewal and Replacement Summary

Description	FY 2016 Budget	FY 2017 Budget	Change
Account			
Collection System	\$ 475,000	\$ 295,000	\$ (180,000)
Transmission System	1,235,000	1,333,000	98,000
Treatment System	3,185,000	6,542,500	3,357,500
Reclamation and Disposal System	605,000	631,500	26,500
Vehicles and Equipment	382,000	365,000	(17,000)
Contingency	150,000	229,000	79,000
Total	<u><u>\$ 6,032,000</u></u>	<u><u>\$ 9,396,000</u></u>	<u><u>\$ 3,364,000</u></u>

Capital Improvement Detail

Account	Job Number	Description	FY 2017 Budget
61-5640		Capital Equipment	
	10	Monitor and Control Equipment	\$ 5,000
	20	Major Tools and Equipment	252,000
	30	Communications	10,000
	40	Office Furniture and Equipment	10,000
	50	Computers	173,000
	60	Security System	65,000
		Subtotal	\$ 515,000
62-5640		Water Resources - Structures and Equipment	
	10	Lab Equipment	\$ 5,000
	20	River Center	10,000
		Subtotal	\$ 15,000
63-5630		Sub-Regional C&T System	
	01	Gravity Extensions and Services	\$ 10,000
	02	Lift Station Improvements	10,000
	03	Force Main Improvements	10,000
	04	Neighborhood Sewering	5,000,000
	06	Low Pressure Sewer System Pumps	10,000
		Subtotal	\$ 5,040,000
64-5630		Regional C&T System	
	01	Lift Station Telemetry/Communication	\$ 48,000
	02	Land and Land Rights	10,000
	03	LS #1 Improvements Part I	180,000
	04	Lift Station Upgrades Alt A1A Force Main	80,000
	05	LS #21 Maplewood Force Main Construction	15,000
	06	Prelim Engineering Reports	50,000
	07	Alt A1A Bridge Force Main	1,450,000
	08	Lift Station Improvements	60,000
	09	Force Main Improvements	10,000
	10	Spare Pumps	75,000
	11	Whispering Trails Force Main 4"	300,000
		Subtotal	\$ 2,278,000

Capital Improvement Detail (continued)

Account	Job Number	Description	FY 2017 Budget
65-5630		Treatment System	
	01	Plant Equipment	\$ 95,000
	03	Electrical Improvements	10,000
	04	Site Improvements	206,000
		Subtotal	<u>\$ 311,000</u>
66-5630		Reclamation and Disposal System	
	01	IQ Water Improvements	\$ 40,000
	02	Sludge System Improvements	40,000
	03	Deep Well	20,000
	04	Nano System	15,000
		Subtotal	<u>\$ 115,000</u>
67-5630		Expansion	
	01	Stormwater	\$ 10,000
		Subtotal	<u>\$ 10,000</u>
68-5630		Contingency	
	65	Contingency	\$ 141,000
		Subtotal	<u>\$ 141,000</u>
Total			<u>\$ 8,425,000</u>

Renewal and Replacement Detail

Account	Job Number	Description	FY 2017 Budget
73-5630		Collection System	
	01	Gravity Renewal and Replacement	\$ 240,000
	02	Manhole Renewal and Replacement	25,000
	04	Service Lateral Renewal and Replacement	30,000
		Subtotal	\$ 295,000
74-5630		Transmission System	
	01	Lift Station Conversions	\$ 20,000
	02	Lift Station Rehabs	440,000
	03	Equipment Renewal	20,000
	04	Force Main Renewal and Relocations	385,000
	05	Lift Station Piping	10,000
	06	Lift Station #1 Rehab	230,000
	07	Telemetry	18,000
	08	Structures	25,000
	09	Electrical	50,000
	10	Pump Replacement	95,000
	11	Low Pressure Sewer System	40,000
		Subtotal	\$ 1,333,000
75-5630		Treatment System	
	01	Equipment Renewal	\$ 346,500
	02	Deep Bed Filters/Switchgear Part I	6,105,000
	03	Site and Building Rehab	26,000
	04	Structures	45,000
	05	Pump Renewal and Replacements	20,000
		Subtotal	\$ 6,542,500
76-5630		Reclamation and Disposal System	
	01	IQ System	\$ 256,000
	02	Sludge Building	95,000
	03	Sludge System	145,500
	04	Deep Well	125,000
	05	Nano System	10,000
		Subtotal	\$ 631,500

Renewal and Replacement Detail (continued)

Account	Job Number	Description	FY 2017 Budget
77-5640		Vehicles and Equipment	
	01	Vehicles	\$ 205,000
	02	Portable Equipment	95,000
	03	Office Equipment	10,000
	04	River Center Equipment	25,000
	05	Miscellaneous Equipment	30,000
		<i>Subtotal</i>	<u>\$ 365,000</u>
68-5630		Contingency	
	75	Contingency	\$ 229,000
		<i>Subtotal</i>	<u>\$ 229,000</u>
Total			<u><u>\$ 9,396,000</u></u>

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: SEPTEMBER 2, 2016
SUBJECT: PERSONNEL POLICIES & PROCEDURES UPDATE

The District's employees are among our most valuable resources. As such, it is important to communicate the rules that govern the employer/employee relationship. The District's Personnel Policies & Procedures manual is a summary of the policies, procedures, and practices that are binding upon Loxahatchee River District and District personnel. Importantly, this document clearly establishes the expectations between employer and employee.

Among the first tasks assigned to our new Human Resources Generalist (Thomas Reynolds) was to comprehensively review our Personnel Policies & Procedures manual and provide suggested revisions. We then had Thomas' marked up version comprehensively reviewed by Lara Donlon, our HR legal specialist from the firm Torcivia, Donlon, Goddeau & Ansay, P.A. Following this memo, I have attached a clean version of the District's Personnel Policies & Procedures document for your careful review.

In general, changes were drafted (1) to improve clarity of our policies or (2) to improve concordance between our policies and governing state and/or federal regulations. Below I have listed the revised sections and the reason for the revision:

- 1.2 EEO – Policy updated to more closely align with applicable law.
- 1.3 Non-Discrimination and Anti-Harassment Policy – Policy updated to more closely align with applicable law.
- 1.5 GINA – Added policy to inform employees on procedure and law.
- 1.12 Whistleblower Policy – Added policy to inform employees on procedure and law
- 2.8 Employee Categories – Policy updated to more closely align with applicable law.
- 2.11 Performance Evaluation – Defined when effective date for evaluations should occur.
- 3.2 Work Schedules – Defined the District's various available shifts.
- 3.4 Meal Periods – Defined the allotted time of a meal period following FLSA law.
- 3.5 Breaks – Defined 'Breaks'.
- 3.6 Overtime – Defined "Hours Worked".
- 3.7 On-call Pay – Clarified that all on-call pay will be paid at time and a half regardless if a sick day was used during the week.
- 3.9E Reinstated Employees – Defined reinstated employee to align with our retirement policy.
- 3.13 Improper Deductions – Clarified prohibited deductions.
- 4.7 Jury Duty Time Off – Added to define the benefit to the policy.
- 4.9 Military Leave – Updated to more closely align with current laws.
- 4.10 FMLA – Updated FMLA to more closely align with current laws.
- 4.14 Domestic Violence Leave – Added Domestic Violence leave in accordance with Florida Statute.
- 6.3A Types of Absence – Standardized the amount of hours an employee may have for unexcused absences, which is now 24 hours in a rolling calendar year.
- 6.16B. GPS Policy – Inserted section from the District standalone Policy.

- 6.19 Smoke Free Workplace – Updated Smoke Free workplace policy to define our current practices and to add “simulated smoking device”.
- 6.22 Children in the Workplace – Updated the policy to provide clarity and added opportunity to hold District Family Day.
- 7.8.B Name Clearing meeting – Name Clearing meeting added to more closely align with current public sector practices.
- 7.10 Death – Added to more closely align with Florida statute and Public sector practice.
- Exempt Employee Extra Compensation. – Removed and replaced with 2.8.B Exempt Employee Disaster Compensation to be more precisely compliant with Florida Law.
- ERISA (Removed) – Removed because it is defined in our retirement plan.
- Medical Emergency Loan (Removed) – Loan for Medical Emergency has been removed because it conflicts with the Florida Constitution’s prohibition against the District ‘pledging credit’ (for more information see the Florida Constitution Article VII Section 10).

Both Thomas and Lara join me in recommending your approval of the following motion:

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District’s “Personnel Policies & Procedures” as of September 15, 2016, and authorize the District’s Executive Director to update the Personnel Policies & Procedures from time to time, and periodically present it to the Governing Board for ratification and approval.”



Loxahatchee River District



Personnel Policies & Procedures

Issue Date: January 1, 1994
Date of Last Revision: 08/25/2016

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Forward

The Loxahatchee River Environmental Control District (LRD) is an Independent Special District of the State of Florida created to protect the Loxahatchee River and its watershed through resource management, research, and public education. Our 11 million gallon per day water reclamation facility serves approximately 73 square miles of northern Palm Beach and southern Martin Counties. The vast majority of wastewater collected is recycled and returned to the community to meet landscape irrigation needs. We also actively lead efforts to monitor the environmental health of the Loxahatchee River and assist with restoration efforts. We foster public education and stewardship through the River Center and Busch Wildlife Sanctuary. It is our mission to preserve the environmental health of our community and the National Wild & Scenic Loxahatchee River while striving to create a greater understanding of the river's significance.

Whether you have just joined our staff or have been at the Loxahatchee River District for a while, we are confident that you will find the District a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of the District to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship.

There are several things that are important to keep in mind about this Personnel Procedure document. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to Human Resources. Neither this Personnel Procedure document nor any other District document confers any contractual right, either expressed or implied, to remain in the District's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the District or you may resign for any reason at any time. No supervisor or other representative of the District (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. The District will inform all employees of any changes as they occur.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this Personnel Procedure document only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

If you have any questions or concerns please contact Human Resources.

Receipt for Personnel Procedures

I acknowledge that I have received a copy of the Loxahatchee River District's Personnel Procedures. I certify that I have read and fully understand the rules and procedures contained in the handbook. I acknowledge my full responsibility to follow the rules and procedures faithfully in all respects.

I agree that if there is any policy or provision in the procedure that I do not understand, I will seek clarification from my supervisor or Human Resources. I understand that the Loxahatchee River District is an "at will" employer and as such employment with the District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the District (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this procedure states the District's policies and practices in effect on the date of publication. I understand that nothing contained in this procedure may be construed as creating a promise of future benefits or a binding contract with the District for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to Human Resources.

Date:_____

Signature:_____

Print Name:_____

1 EMPLOYMENT POLICIES

1.1 Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Loxahatchee River District (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

1.2 Equal Employment Opportunity Policy Statement

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the District, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, age, national origin, disability, genetic information, marital status, familial status, ancestry or status as a covered veteran in accordance with applicable federal, state, and local laws.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment, hiring, compensation, benefits, termination, placement, promotion, layoff, recall, transfer, leaves of absence, and training.

Human Resources has overall responsibility for this policy and will maintain reporting and monitoring procedures. Employees' questions or concerns should be referred to Human Resources. Appropriate disciplinary action may be taken against any employee violating this policy, up to and including termination.

1.3 Non-Discrimination and Anti-Harassment Policy

The Loxahatchee River District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the policy of the District to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, familial status, ancestry or status as a covered veteran. The District strictly prohibits any such discrimination or harassment.

1.3.A Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls, or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, cell phones, cameras, IMs and texts); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment, that is harassment not involving sexual activity or language, may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written, physical, visual, photos or text conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability or any other characteristic protected by law or that of his/her relatives, friends or associates and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace (including through email) of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a protected category.

1.4 Americans with Disabilities Act Policy Statement

The District is committed to complying with all applicable provisions of the Americans with Disabilities Act as Amended ("ADA"). It is the District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Consistent with this policy of nondiscrimination, the District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made a request to the District based upon his or her disability, provided that such accommodation does not constitute an undue hardship on the District. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job must contact Human Resources. The District encourages individuals with disabilities to come forward and request reasonable accommodations necessary to perform the essential functions of the job.

1.4.A Procedure for Requesting an Accommodation

On receipt of an accommodation request, Human Resources will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation(s) that the District might make to help overcome those limitations. The employee's voluntary provision of medical records documenting the disability may be helpful in identifying the precise limitations and potential accommodation(s), and will be treated as confidential to the extent permissible by law.

The District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to, the nature and cost of the accommodation, the District's overall financial resources and organization, and the accommodation's impact on the operation of the District, including its impact on the ability of other employees and/or vendors of the District to perform their duties and on the District's ability to conduct business.

The District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written appeal to the Executive Director explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require the District to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability must notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent permissible by law and [Florida Statute 119.0713](#).

1.5 Genetic Information Nondiscrimination Act of 2008 (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the District will not provide nor ask for any genetic information when responding to this request for medical information. ‘Genetic information,’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

1.6 Retaliation Is Prohibited

The Loxahatchee River District prohibits retaliation against any individual, witness, and any other employee who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination.

1.6.A Complaint Procedure: Reporting an Incident of Harassment, Discrimination or Retaliation

The Loxahatchee River District requires the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender’s identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the District’s policy or who have concerns about such matters should file their complaints with their immediate supervisor (or if the supervisor is the reason for the complaint, the Executive Director or Human Resources) before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Executive Director or Human Resources.

Important Notice to all Employees:

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, the District requires the prompt reporting (within 24 hours) of complaints or concerns so that rapid and constructive action can be taken. The District will make

every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

1.6.B Complaint Procedure: Reporting an Illegal/Unethical Behavior and/or Actions

The Loxahatchee River District requires the immediate reporting (within 24 hours) of all incidents of Illegal/Unethical Behavior and/or Actions, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the District's policy or who have concerns about such matters should file their complaints with their immediate supervisor (or if the supervisor is the problem, the Executive Director or Human Resources). Individuals are not obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Executive Director or Human Resources.

Supervisors who receive complaints must immediately (within 24 hours) provide the information to Human Resources or the Executive Director for action.

Important Notice to all Employees:

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure.

Early reporting has proven to be the most effective method of resolving Illegal/Unethical Behavior and/or Actions. Therefore, the District requires immediate reporting (within 24 hours) of complaints or concerns so that rapid and constructive action can be taken. The District will make every effort to stop Illegal/Unethical behavior before it becomes severe or pervasive, and increases the effort with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct or have witnessed Illegal/Unethical Behavior from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. However, advising the offender that the conduct is unwelcome and/or requesting it be discontinued shall not constitute a complaint under this procedure even if the offender is one of the designated persons to receive such complaints. Calling 911 should not be delayed for misconduct involving bodily harm or the imminent threat of bodily harm to a victim.

1.6.C The Investigation

Any reported allegations of harassment, discrimination, illegal/unethical behavior, or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation, appropriate corrective action, and public records laws.

1.6.D Responsive Action

Misconduct constituting harassment, discrimination, illegal/unethical behavior, or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the District believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the District's Executive Director.

Individuals who have questions or concerns about these policies should talk with their supervisor or Division Director (unless the allegations are against one of them), then Human Resources or the Executive Director.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the District prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

1.7 Conflict of Interest and Outside Employment Statement

The District expects its employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the District. Conflicts of Interest can be unethical and/or illegal, can result in financial detriment to the District and/or be a violation of the trust citizens place in their government. Business dealings that appear to create a conflict between the interests of the District and an employee are subject to disclosure, evaluation, and prohibition.

The District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the District may assess and prevent potential conflicts of interest from arising. If in doubt, it is better to exercise an abundance of caution and disclose the potential conflict of interest for evaluation beforehand, rather than risk taking unethical and/or illegal action under a conflict of interest.

A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee, a person affiliated in business with the employee or a family member (i.e., spouse or significant other, domestic partner, children, parents, siblings) as a result of the District's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact Human Resources to obtain advice on the issue. If an employee becomes aware of a conflict of interest after the action or course of conduct was taken, the employee should disclose the conflict of interest as soon as possible thereafter, and the circumstances explaining why the employee may not have been aware of the conflict of interest beforehand. The purpose of this policy is to protect employees and the District from any conflict of interest that might arise.

A violation of this policy may result in immediate and appropriate discipline, up to and including immediate termination.

1.8 Outside Employment

Employees are required to obtain written approval from their Division Director before participating in outside employment activities. Approval will be granted unless the employment activity conflicts with the District's interest. In general, outside employment activities are not allowed when they:

- Prevent or diminish the employee from fully performing work for which he or she is employed at the District, including overtime assignments;
- Involve organizations that are doing or seek to do business with the District, including actual or potential vendors or customers; or
- Violate provisions of law or the District's policies or rules.

From time to time, District employees may be required to work beyond their normally scheduled hours. Employees are expected to reasonably accept this work when requested. In cases of conflict with any outside activity, the employee's obligations to the District must be given priority. Employees are hired and continue in the District's employ with the understanding that the District is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the District is strictly prohibited.

1.9 Acceptance of Gifts

Florida Statutes Section 112.313 contains the standard of conduct for public officers and employees of certain agencies, which apply to the District, including but not limited to:

--[FS 112.313](#)(2) Solicitation or acceptance of gifts – No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby. This prohibition is based upon the understanding that your official action or judgment would be influenced, and from accepting anything of value if you know, or, with the exercise of reasonable care, should know, that it was given to influence an action in which you were expected to participate officially. ([FS 112.313](#)(4). -- The law includes a gift given to a 'Relative' (as defined in [FS 112.312](#)(21)) under the same "would be influenced" standard.)

Gifts from a lobbyist (defined in FS 112.3148(2)(b) and 112.3149(1)(d), as one who has tried to influence your agency within the past 12 months), the principal or employer of that lobbyist, the lobbyist's firm, and partners of the lobbyist, have two basic prohibitions: (1) you should not solicit any gift for personal benefit (regardless of value) from any of these donors, and (2) you should not accept a gift worth more than \$100.00 given directly or indirectly by any of these donors.

Simply stated, a gift regardless of value or form, which has the purpose of influencing your decision making in your employment capacity shall not be solicited or accepted. If you have any doubts about the propriety of accepting a gift, chances are that others will believe you have misused your public position. Best practices policy is to avoid even the appearance of impropriety.

1.9.A Reporting of Gifts

A gift to an individual that is capable of being shared may be shared with the Division at the discretion of the supervisor of the Division. Each gift having a value in excess of **\$100.00** must be reported in accordance with [Florida Statute 112.3148](#).

1.10 Health Insurance Portability and Accountability Act (HIPAA)

The District follows all guidelines under the Health Insurance Portability and Accountability Act (HIPAA). HIPAA restricts the District's ability to use and disclose Protected Health Information (PHI). The act also mandates the governing of provision of health benefits, the delivery and payment of health care services, and the security and confidentiality of individually PHI in written, electronic, and/or oral formats.

While the District does not regularly collect or receive PHI, the District has established safeguards to prevent employee's protected PHI from intentionally or unintentionally being used or disclosed. If there are any questions or concerns regarding any HIPAA questions, see Human Resources.

1.11 Reporting Potential Disclosure of Confidential Information

All District records and information relating to the District or its customers are confidential and employees must, therefore, treat all matters accordingly, subject to the Public Records laws of Florida. No District or District-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the District) may be removed from the District's premises without permission from the District. Additionally, the contents of the District's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, (purposefully or inadvertently through casual conversation and/or social media), to any unauthorized person inside or outside the District. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature. Employees are not prohibited from discussing their terms and conditions of employment or otherwise engaging in concerted activity.

1.12 Whistleblower Policy

An employee of the District may report an activity that he/she believes is a violation of applicable law that creates a substantial and specific danger to the public's health, safety, or welfare, improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty to one or more of the parties specified in this Policy. The employee is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

If an employee has knowledge of or a concern of the aforementioned illegal or unethical activities, the employee is to contact his/her Division Director, Executive Director, or Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas:

(1) Confidentiality:

- Insofar as possible, the confidentiality of the whistleblower will be maintained during the course of the investigation. However, the whistleblower's identity may have to be disclosed to certain

agencies that are authorized to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

(2) Adverse Personnel Action:

- The District will not retaliate against a qualified whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, suspensions, transfer, or any other adverse action taken against an employee because the employee reported under this policy. Any whistleblower who believes he/she is being retaliated against must contact his/her Division Director, Executive Director or Human Resources. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and unethical activities shall be promptly submitted to Division Director, Human Resources, or Executive Director, who will be responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact the Human Resources.

1.13 Civility Policy

All employees are expected to treat each other, our customers, and the public with respect, consideration and civility. Intimidating, rude, discourteous, demeaning, threatening, vulgar or violent behaviors depart from the standard for civility and respect.

These behaviors have no place in the workplace. Employees who violate this policy are subject to disciplinary action, up to and including termination.

1.14 Changes of Policy

This procedure supersedes all previous Personnel Procedures and memos that may have been issued from time to time on subjects covered in this Personnel Procedure.

However, the District reserves the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the District, and after those dates all superseded policies will be null.

If you are uncertain about any policy or procedure, speak with your supervisor, Division Director, or Human Resources.

2 HIRING POLICIES

2.1 Employment Relationship-At Will

A District employee enters into employment voluntarily, and an employee is free to resign at any time for any reason or no reason. Similarly, the State of Florida is an “at will” employment state, such that the District is allowed to terminate the employment of any employee at any time for any reason without prior notice. Neither this handbook nor any other District document creates a contractual right, either express or implied, to remain employed for any specific period of time. No one other than the Executive Director has the authority to enter into any contract of employment for any specific period of time.

2.2 Transfers, Promotions, and Job Posting Process

The District encourages employees to assume higher-level positions or lateral transfers for which they qualify. Toward this end, the District has a job-posting program that offers employees the opportunity to apply for certain positions within the District. Each job posting notice will include the dates of the posting period, job title, division, grade level, job summary, essential duties and qualifications (required skills and abilities).

Generally, employees must be in their job for at least 90 days before applying for a change in position. In addition, employees must have a good performance, attendance and punctuality record. Each employee requesting a transfer will be considered for the new position upon submission of a job application, like all other applicants.

Each transfer is judged on an individual basis, depending on the needs of the Division(s) involved. Management will make all final decisions regarding transfers. Employees who wish to apply for a transfer should discuss it first with their supervisor so that it may be determined if their skills meet the minimum requirements of the desired job, and then submit an application.

If an employee meets the minimum qualifications for the position, the supervisor will make arrangements to set up an exploratory interview with the other department. Jobs open only to internal applicants may or may not be posted, as determined by the Division Director. Jobs will be posted for a time period of up to 5 days or until filled.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring Division Director. Other recruiting sources may also be used to fill open positions in the best interest of the District.

2.3 Employment Applications

The District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the District’s exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. The District will retain applications based on the longest length required under all retention laws.

2.4 Employment Reference Checks

To ensure that individuals who join the District are well qualified and have a strong potential to be productive and successful, it is the policy of the District to check the employment references of all applicants. The Human Resource Generalist will respond to all reference check inquiries from other employers. Responses to such

inquiries will confirm dates of employment, position, and titles held. The District will comply with all requests for copying or inspection of personnel records in accordance with Florida law.

2.5 Background Checks

The District wants to ensure that all individuals who work for the District maintain a safe and productive work environment. It is our policy to conduct pre-employment background checks on all finalist and all applicants who accept an offer of employment from the District. Background checks may include verification of any information on the applicant's resume or application form, employment history checks, driver's license checks and statewide criminal checks, and may include local criminal records checks through local law enforcement agencies.

All offers of employment are conditioned on the receipt of a background check report that is acceptable to the District. All background checks are conducted in compliance with applicable laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

2.5.A Level 2 Background Checks

All employees required by Florida law to be screened pursuant to level 2 screening must undergo background investigations which include, but not limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history checks through FBI, and local law enforcement agencies. Any person required by law to be screened pursuant to this section must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under [Florida Statute 435.04\(2\)](#) or similar law of another jurisdiction.

Any person who is required to undergo such a security background screening or investigation and who refuses to cooperate in such screening or investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, may result in disciplinary action up to and including termination.

2.6 Employee Medical Examinations

To help ensure that employees are able to perform their duties safely, without risk of harm to the public, fellow employees, or themselves, medical examinations are required.

After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the District's expense by a health professional of the District's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially to the extent permissible under the law. Access to this information will be limited to those who have a legitimate need to know.

2.7 Initial Employment Period

Every new employee goes through an initial period of adjustment in order to learn about the District and about his/her job. During this time, the employee will have an opportunity to find out if he/she is suited to, and suitable for, his/her new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate his/her performance. Your initial employment period was defined in your New Hire Status Memorandum.

During this time, the new employee will be provided with training and guidance from his/her supervisor, and/or from co-workers under the supervision of the supervisor. The employee may be discharged at any time during this period for any reason or if the employee's supervisor concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended. Additionally, as is true at all times during an employee's employment with the District, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the supervisor will conduct a performance evaluation of the new employee. Provided the employee's job performance is 'satisfactory' at the end of the initial employment period, the employee may continue in the District's employment as an at-will employee.

2.8 Employee Categories

2.8.A Exempt

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime pay, except as set forth in (Exempt Employee Extra Compensation below). Their salaries are calculated on a weekly basis and cover all hours worked.

An exempt employee includes those holding executive, administrative, learned professional, and certain computer-related positions, among others. Exempt employees receive a salary of at least \$455 per week. Effective December 1, 2016, the minimum weekly salary threshold is \$913 per week. Federal regulations will adjust this amount every 3 years beginning January 1, 2020.

2.8.B Exempt Employee Disaster Compensation

Exempt employees generally receive a predetermined salary to cover all hours worked. However, additional compensation will be provided to exempt employees to better provide for the health, safety and welfare of all citizens and residents served by the District during a natural disaster under a declared state of emergency.

Eligible employees include all full-time exempt employees who are required to perform disaster-related emergency work. Disaster-related emergency work includes debris removal, emergency protective measures, and permanent restoration.

Debris removal activities include the clearance of trees and woody debris, building wreckage, sand, mud, silt, and gravel, vehicles and other disaster-related material. These activities must be necessary to eliminate immediate threats to lives, public health and safety, eliminate immediate threats of significant damage to improved public or private property; or ensure economic recovery of the District to the benefit of the community-at-large.

Emergency protective measures include those activities undertaken before, during and following a disaster that are necessary to eliminate or reduce an immediate threat to life, public health, or safety, or to eliminate or reduce an immediate hazard that threatens significant damage to improved public or private property. Examples of such activities include: search and rescue; emergency medical care; emergency mass care and shelter when such cannot be provided by volunteer agencies; security in the disaster area to include the alerting of public dangers by setting up barricades or other warning devices; provision of food, water, ice, and other essential

needs at central distribution points for local citizens; provision of temporary facilities such as temporary bridges or road detours for essential community services; and removal of health and safety hazards.

Permanent work may include roads and bridges, water control facilities, some buildings and equipment, utilities, parks, recreational facilities and other items.

Exempt full-time employees required to perform disaster-related emergency work shall receive extra compensation at a rate of 1.5 times their “hourly rate” under the circumstances outlined herein. Because exempt employees are paid on a salary basis, the “hourly rate” shall be defined as the employee’s annual salary divided by 2080. The employee’s annual salary for the purposes of this calculation shall be the annual salary at the time the disaster-related emergency work was performed. Disaster payments are subject to all applicable and lawful deductions.

The disaster pay shall be calculated beginning in the workweek during which the District declares a state of emergency through the Executive Director or designee.

Disaster pay shall only be authorized for hours worked in excess of forty (40) hours in any workweek, or portion thereof, during which a state of emergency, as defined above, exists. Paid or unpaid time off under any of the District’s leave policies shall not be considered hours worked.

Eligible employees shall receive the disaster pay only upon submitting a signed time sheet, reflecting actual hours worked during the week(s) in which a state of emergency existed and verification reflecting the type and manner of disaster-related work performed to Human Resources. Said time sheet must also be signed by the supervisor requiring the exempt employee to perform disaster-related emergency work prior to submitting same to Human Resources. Failure of the eligible employee to submit the signed time sheet and verification within 5 business days of the conclusion of each workweek for which a state of emergency exists may cause delay in payment of the disaster pay. Failure of the eligible employee to submit the signed time sheet and verification within twenty (20) calendar days of the conclusion of each workweek for which a state of emergency exists shall result in the eligible employee forfeiting such extra compensation.

Any payments made as part of this policy shall not be construed to alter the exempt status of the employee. Regardless of any disaster payments made pursuant to this policy, each exempt employee is guaranteed his or her regular salary, which meets the minimum threshold pursuant to applicable Federal regulations.

2.8.C Non-Exempt

Non-Exempt employees receive at least minimum wage and overtime pay in accordance with our overtime policy. Their wages are calculated on an hourly basis. Non-Exempt Employees are covered by the Fair Labor Standards Act (FLSA). This classification is not exempt from law’s requirements of minimum wage and overtime.

Based on the conditions of employment, employees of the District fall into the following categories;

2.8.D Regular Full-Time

A Full-Time employee is considered to work more than 30 working hours for the District each week. Full-Time employees are not classified as part-time, introductory, temporary, or grant status. Generally, full-time employees are eligible for the District’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

2.8.E Regular Part-Time - (1,000 hour Rule Applies)

Part-Time employees are classified as non-exempt and work a regular schedule of 29 hours or less a week. They are not in a temporary or introductory status. While they do receive all legally mandated benefits (such as: Social Security and Workers' Compensation Insurance) they are ineligible for all of the District's other benefit programs.

2.8.F Temporary/Seasonal Employees – (1,000 hour Rule Applies)

A temporary/seasonal employee is hired for a specified project or time frame and works an irregular schedule of less than 29 hours per week or less than 129 hours per month. A temporary/seasonal employee in an exempt position is paid according to the terms of hire for that individual. Temporary/Seasonal employees must work less than 120 days. Temporary/seasonal employees do not receive any additional compensation or benefits provided by the District due to the 1,000 hour maximum.

2.8.G Grant

A Grant employee is hired for a specified project or time frame and works an irregular schedule of less than 29 hours per week. A Grant employee in an exempt position is paid according to the terms of hire for that individual per the Grant. Grant employees do not receive any additional compensation or benefits provided by the District.

2.8.H Under the Age of 18 years

Due to child labor laws, insurance restrictions and the nature of the District's business, individuals under the age of eighteen (18) years will not be considered for full-time employment with the District.

2.9 Immigration Law Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Form I-9 at the time the offer of employment is accepted, but no later than the first day of employment. The employee must also provide the supporting documents within three (3) business days of the first day of employment, or as otherwise provided by law. Before commencing work, newly rehired employees must also complete the Form I-9 if the employee did not previously do so, if the prior Form I-9 is more than three years old or if the previous Form I-9 is no longer valid. Rehired employees must also complete the Form I-9 upon acceptance of the position and also have three (3) business days to provide supporting documentation. Any employee whose immigration employment eligibility status changes at any time during employment must Human Resources immediately.

2.10 Job Descriptions

The District makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes job information, job summary (giving a general overview of the job's purpose), an essential duties and responsibilities section, supervisory responsibilities, and qualifications for the position (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification and/or licenses required), any physical demands, and work environment.

The District maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities. The Division Director, Human Resources, and the Executive Director prepare job descriptions when new positions are created.

Existing job descriptions are also reviewed and revised in order to ensure that they are up-to-date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done. Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary.

2.11 Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation may be conducted at the end of an employee's introductory period of hire. This period, also known as the introductory period, allows the supervisor and the employee to discuss job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Employees that have less than two years of service with the District will be evaluated twice per year, from the month of the employee's anniversary date. Thereafter, the employee will be placed on an annual performance evaluation unless otherwise designated by the supervisor.

Merit-based pay adjustments may be awarded by the District in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process as well as sufficient funds in the budget.

If a District employee is awarded a merit increase, the increase to their wages shall become effective on the first day of the pay period in which their hire date anniversary occurs. If the employee has been rehired, their rehire date will be used as the effective date.

2.12 Employee Referral Program

The District seeks qualified applicants for employment and appreciates recommendations made by existing employees. Employees should obtain permission from the individual before making a referral. Employees should not make commitments or oral promises of employment. If an existing employee recommends someone who is hired, an effort will be made to notify the existing employee prior to, upon, or shortly after the new employee's start date.

2.13 Employee or Independent Contractor

An employee cannot be both an employee of the District and an independent contractor to the District at the same time. Treating a portion of work done by an employee as work performed by an independent contractor is not allowed.

3 COMPENSATION POLICIES

3.1 Hours of Work

All employees are required to be present on their assigned jobs for the total hours in the workweek (defined below) unless absence from duty is authorized in advance in accordance with these Personnel Procedures. All absences shall be properly recorded and charged. Full-time District employees shall work at least forty (40) hours a week except where other provisions are specifically approved in advance in accordance with these Personnel Procedures. Normal workday shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise scheduled. Lunch times may be scheduled at the discretion of the Division Director, shall be unpaid, and are a time free from work interruption.

3.2 Work Schedules

The District is a 24 hour 7 day a week operation. To ensure the plant is operational for that duration, the District has different employee work schedules to accommodate:

- Normal Shift - 8 hours a day, 5 days a week
- Operations Shift 1 - 10 hour shifts, 4 days a week
- Operations Shift 2 - three 12 hour shifts with one 4 hour shift on a day of the work week as determined to be in the best interest of operational demands and scheduling.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

3.3 Work Week

The workweek shall start on 7:31 a.m. Saturday and end at 7:30 am the following Saturday. The basic workweek for all Regular Full-Time employees is 40 hours per week except where other provisions are specifically approved in advance. The Division Directors may approve deviations from the basic workweek for individual activities or individual positions when such deviations can be demonstrated to be in the best interest of the District, the Division and the employee. Daily hours of work and workdays may vary according to the service requirements of the Division.

3.4 Meal Periods

The District provides all full-time employees with one bona fide meal period each workday. Supervisors or Division Directors will schedule meal periods to accommodate operating requirements.

A bona fide meal period is defined as a minimum of 30 minutes or maximum of 1(one) hour, whichever is approved by your Division Director, and are not considered hours worked. During this time, employees will be relieved of all active duties and responsibilities. If a non-exempt the employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

3.5 Breaks

Breaks will be given to non-exempt employees at Division Director or supervisor discretion. Breaks will last no longer than 15 minutes for every 4 hours of work. Breaks will be paid, but not to be used to extend the normal workday. Breaks are not to be combined in order to arrive to work late or leave work early.

3.6 Overtime

From time to time, District non-exempt employees may be required to work beyond their normally scheduled hours. Employees are expected to reasonably accept this work when requested. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Overtime will be paid at one and one-half times the employee's regular working hour rate of pay.

Overtime pay is based on actual hours worked including Holiday pay, Vacation, and on-call. Sick, personal, Jury Duty, and Bereavement leave are not considered hours worked in a work week, and will be paid as straight time.

Non-exempt employees shall not use mobile devices or District E-mail for work when off duty since use of the same when off duty could pose as working overtime without approval. Mobile devices issued to non-exempt employees shall be used for work only during employee's working hours. Employees working overtime without approval will be paid for the overtime, and may be subject to disciplinary action.

3.7 Clarification of 'On Call' Pay

'On Call' time for the Collection Crew is made up of eight hours per week. For the purpose of overtime pay, the "On Call" hours are broken into 1.14 hours per day. 'On Call' time for Plant Operators and Lab personnel is made up of one hour per day on call. All scheduled on-call time will be paid at time and a half to the employee who worked the call.

3.8 Time Records

Non-exempt employees must complete a weekly attendance sheet which must record any vacation, sick and/or personal days (as applicable). Sick, vacation or personal days must also be submitted on a separate leave sheet (e.g., a blue sheet or a yellow sheet).

Exempt Employees requiring vacation, sick or personal leave must turn in a leave sheet to either their immediate Division Director or the Executive Director (whichever is applicable) if the required leave is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a leave sheet for periods less than a full day.

3.9 Compensation

The compensation plan of the District consists of the following parts, which are subject to periodic review and revision by the District:

- (1) Job title and associated descriptions.
- (2) Salary schedule of pay grades and associated salary ranges.
- (3) Benefits package.

Upon being hired, each employee will be assigned a job title, description and salary within the appropriate pay grade.

3.9.A Cost of Living

Each year the Executive Director will work with the Governing Board through the budget process to determine if there will be a Cost of Living adjustment, and if so, the annual cost of living adjustment amount.

3.9.B Promotions

When an employee is promoted to a position in a higher job title, he/she will receive a salary increase at least equal to the minimum rate of the new pay grade to coincide with the active date for the new position and will maintain their original employment date. An introductory period of no longer than six (6) months may be used by the supervisor to evaluate the performance of the promoted employee and to assure that the employee is satisfactorily performing the duties of the new position. In the event the promoted employee is determined during the introductory period to not satisfactorily perform the duties of the new position, the District does not guarantee the employee can return to employee's former position, and as a result, the employee may be demoted or terminated.

3.9.C Demotions

When an employee is demoted, the demotion may be in the form of a reduction in pay, to a lesser job classification, or both. A demoted employee shall not be paid more than the maximum rate established for the new pay grade immediately from the date of demotion and will maintain his/her original employment date. Employees receiving demotions at their own request, or due to inability to perform the work because of health, or other reasons, may be adjusted to a lower job classification. The Executive Director will approve demotions prior to notifying the employee.

3.9.D Introductory

Introductory employees are those whose performance is being evaluated during the Initial Employment Period to determine whether further employment in a specific position or with the District is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. In some instances, adjustments to salaries could happen at the end of the employee's introductory period. This salary adjustment may be negotiated as part of the offering of employment and accepting employment with the District.

3.9.E Reinstated Employees

A reinstated employee will be paid at a salary rate within the approved salary range for the position in which he or she is reinstated. The reinstated employee will maintain his/her original employment date for retirement benefits and time of service awards only. The reinstated employee will use their rehire date for evaluations and accrued vacation time.

3.10 Performance Management and Compensation Programs

In order to attract and retain a highly qualified and competent work force, the District has instituted a performance review program to compensate employees in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program employees will receive constructive work review designed to address performance and skill developmental needs and interests. An employee becomes eligible for consideration of a salary review, after at least 6 months of employment (or what is agreed upon at the time of employment) and subject to the limitations of the District's budget timing and approval process.

3.10.A Performance Review Program Schedule

Employees may receive performance evaluations on the following schedule:

- (1) Immediately prior to conclusion of introductory period.
- (2) Employees that have less than 24 months of service with the District will be evaluated twice per year (approximately every 6 months), from the month of the employee's anniversary date.
- (3) Employees that have more than 24 months of service with the District will be evaluated once per year (approximately every 12 months), i.e., in the month of the employee's anniversary date.

3.10.B Merit Increase

The Division Director may recommend a merit increase based upon on employee's Performance Review, but the Executive Director is authorized to approve or rescind merit increases in salary, as limited by the budget review and approval process and Governing Board oversight. Employees are not automatically entitled to merit increases, even with a satisfactory performance rating. Merit increases, including timing and amounts are as determined by the District. The award of a merit increase in one year does not set any precedent for award of a merit increase for the same or better performance by an employee in subsequent years. Merit Increases are not to extend an employee's hourly or salary wage above the maximum amount allotted in the paygrade.

If a District employee is awarded a merit increase, the increase to their wages shall become effective on the first day of the pay period in which their hire date anniversary occurs. If the employ has been rehired, their rehire date will be used as the effective date.

3.11 Payment of Salary

Exempt and Non-Exempt wages are made biweekly for base salary, which includes overtime payments for Non-Exempt employees. Paydays are usually every other Friday, reflecting the two preceding workweeks.

Direct Deposit of paychecks is strongly encouraged. It is the District's policy that employee paychecks will only be given personally to that employee. All other arrangements for mailing or pick-up of paychecks must be made in advance in writing to Human Resources.

If the normal payday falls on a District recognized holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Under rare circumstances will the District release any paychecks prior to the announced schedule.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, please complete [Direct Deposit Authorization form](#). The completed form must then be returned with a voided personal check to Human Resources. Once the completed form is turned into Human Resources, it will take effect on the next pay day.

In the event of a lost paycheck, Accounting must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the District within 24 hours of the time it is demanded, and may be subject to disciplinary action in the event of negligence by the employee.

A statement of earnings is given each pay period to employees indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions

3.12 Pay Advances

The District does not provide pay advances on unearned wages.

3.13 Improper Deductions Prohibited

It is the District's policy and practice to compensate employees accurately and in accordance with applicable state and federal laws. Employees classified as exempt are paid a pre-determined salary for any workweek in which they perform work, regardless of the quality of their performance, or the number of hours worked during that workweek. Under certain circumstances and in accordance with federal wage and hour regulations, deductions may be made from an exempt employee's salary (in addition to tax withholdings and other applicable payroll deductions). Unlawful deductions are prohibited. Employees are advised to check their paystubs and are required to report any mistakes to Accounting in accordance with Section 3.14. Inadvertent mistakes will be corrected promptly.

3.14 Administrative Pay Corrections

The District takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Accounting so that corrections can be made as quickly as possible, subject to the advance input of payroll data that precedes the next regularly scheduled payroll.

3.15 Pay Deductions

The law requires that the District make certain deductions from every employee's compensation. Among these are applicable federal and state taxes. The District also must deduct Social Security and Medicare taxes on each employee's earnings up to a specific limit that is called the Social Security 'wage base'. The District matches the amount of Social Security and Medicare taxes paid by each employee.

3.16 Business Travel Expenses

The District will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location per Chapter 112.061. The Division Director must approve all business travel in advance.

Employees whose travel plans have been approved should make all travel arrangements through the District's purchasing department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the District on a current [State of Florida Chapter 112.061](#) per diem basis. Employees are expected to limit expenses to reasonable amounts.

Travel time associated with an overnight stay is generally considered compensable work time when the business travel cuts across the non-exempt employee's normal work hours, regardless of what day of the week the travel takes place. However, time spent traveling to an airport terminal or train station is not treated as hours worked. By contrast, all reasonable time spent waiting at the terminal until arrival at the destination is compensable.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned by the District may not be used for personal use without prior approval from the Executive Director.

Cash advances to cover reasonable anticipated expenses may be made to employees after travel has been approved. Employees should submit a written request to their Division Director when travel advances are needed. Employees should submit all business related receipts when travel is completed. If the trip is cancelled, reimbursement of advancement is required, unless the employee had no control over the cancellation and incurred non-refundable deposits and advanced payments previously approved by the District.

Employees should contact their Division Director or the Purchasing Department for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, including termination of employment.

4 LEAVE POLICIES

4.1 Vacation

Time away from work to relax and pursue special interests is beneficial. All Regular Full-Time employees are eligible for paid vacation. During the first calendar year of employment at the District, Regular Full-Time employees will begin accruing vacation leave after completing his or her Initial Employment Period. Vacation leave will be accrued according to the schedule below. Accruals will be calculated and included on your pay stub the last pay check of the month. This includes 3 paycheck months. NOTE: if your anniversary date is at the beginning to the middle of the month, you will not see your accrual until the end of the month.

	Monthly Rate	Annual Rate
Month/Year	Hours	Days
0 - 12th Mo./1 year	8.00	12
13th - 24th Mo./ 2 years	8.00	12
25th - 36th Mo./ 3 years	8.33	12.5
37th - 48th Mo./ 4 years	8.67	13
49th - 60th Mo./ 5 years	9.00	13.5
61st - 72nd Mo./ 6 years	9.33	14
73rd - 84th Mo./ 7 years	9.67	14.5
85th - 96th Mo./ 8 years	10.00	15
97th - 108th Mo./ 9 years	10.33	15.5
109th - 120th Mo./ 10 years	10.67	16
121st - 132nd Mo./ 11 years	11.00	16.5
133rd - 144th Mo./ 12 years	11.33	17
145th - 156th Mo./ 13 years	11.67	17.5
157th - 168th Mo. / 14 years	12.00	18
169th - 288th Mo./ 15 years	12.33	18.5
289th and more-over 25 years	13.33	20

The length of eligible service is calculated on the basis of a 'benefit year'. This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence or FMLA Leave. In computing vacation leave earned, no increments will accrue for any pay week which includes three or more days of leave of absence without pay. For all shift workers, no increments will accrue for any week which includes 24 hours or more of absence without pay.

An employee may not use vacation time during his or her Introductory Employment Period. Only Regular Full-Time employees can request use of earned vacation time including that accrued during the Introductory Employment Period. During a promotion or demotion Introductory Period, vacation time can be taken.

Employees will not be permitted to carry more than 20 days of vacation time from one fiscal year to the next. The District's fiscal year runs through October 1st through September 30th.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives or bonuses. Vacation taken before or after a holiday, must be scheduled. When a District holiday falls during a scheduled vacation, it is not counted as a vacation day.

Exempt Employees requiring vacation, sick or personal leave must turn in a leave sheet to either their immediate Division Director or the Executive Director (whichever is applicable) if the required leave is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a leave sheet for periods less than a full day.

Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day; a scheduled vacation day counts as vacation even if an employee would ordinarily take a sick day.

The District also offers a Vacation Buy Back Policy. The following configuration will be used in determining if you can qualify for the Buy Back Plan:

Vacation Days Available on September 30th at 5:00 p.m.:

- (1) 0-20 accumulated vacation days will rollover to the following year.
- (2) 21-30 accumulated vacation days will automatically fall under the Buy Back Plan.
 - a. The maximum amount of vacation days the District will Buy Back is 10 days.
- (3) >30 days on the books will be automatically forfeited.

Guidelines for Vacation Pay for Terminating Employees

- Upon resignation or retirement, if two weeks' notice are provided, then the employee will receive payout of accrued balance no greater than 30 days (maximum of 240 hours).
- If two weeks' notice is not provided prior to the employee's last day of employment, the employee forfeits any rights and claims to accrued and unused vacation pay. An employee in their Initial Employment Period where no vacation can be taken, forfeits such accruals upon separation and is not eligible for payout of accrued and unused vacation.

4.2 Sick Leave Benefits

To keep the District and each Division running smoothly and efficiently, it is important that every employee be on the job and on time. For this reason, careful attention is given to promptness, absence record and overall dependability.

The District recognizes, however, that an employee may occasionally be affected by injury or illness. As a result, the Sick Leave policy is designed to provide protection to employees against loss of income during unavoidable illness or injury. The District provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees
- Full-Time Employees in the Initial Employment Period

Eligible employees will accrue sick leave benefits at the rate of 1 day for every full month of service (up to 12 days per year). Sick leave benefits are calculated on the basis of a 'benefit year,' the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid sick leave after completing a waiting period of 30 calendar days (which does not include any week of 3 or more days of leave of absences without pay) from the date they become eligible to accrue sick leave benefits. Paid sick leave can be used in minimum increments of *15 minutes. Eligible employees may use sick leave benefits for an absence due to their own illness for a non-work related injury or up to five (5) days for a family member per rolling calendar year who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor not later than one (1) hour after the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent 12 or more days during any 12 month period of time due to illness or injury, the supervisor, Division Director or Human Resources will require a physician's statement or other qualified medical provider's statement be provided verifying the illness, injury or disability and its beginning date and expected ending dates. Verification may be required for other sick leave absences of less than 12 days per year in the District's sole discretion. Failure to provide a physician's statement when required results in an employee not being eligible for the sick leave and will result in the missed day being treated as unpaid leave.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence.

Sick leave benefits may be used if the employee has more than 5 days accumulated, to supplement any payments that an employee is eligible to receive from workers' compensation or long-term disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 150 calendar days of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced their sick leave balance below the limit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed.

*Exempt Employees requiring vacation, sick or personal leave must turn in a leave sheet to either their immediate Division Director or the Executive Director (whichever is applicable) if the required leave is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a leave sheet for periods less than a full day.

Upon resignation, retirement or permanent disability, employees who have a minimum of three (3) years of continuous full-time employment with the District shall be paid for the total accrued, unused sick time balance as follows:

With 3 – 8 years of service	25% conversion, but not greater than 16 days
With 8 – 15 years of service	35% conversion, but not greater than 40 days
With 15 or more years of service	50% conversion, but not greater than 75 days

4.3 Holidays

All full-time employees (including those in initial employment period) are eligible for up to 11 paid holidays per year as follows:

- (1) New Year's Day
- (2) President's Day
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Veteran's Day
- (7) Thanksgiving
- (8) Friday after Thanksgiving
- (9) Christmas
- (10) Either the day after Christmas or the day before Christmas as determined by the District
- (11) Floater (to be designated by the District at the beginning of the year)

At the end of each year, the holiday schedule for the coming year will be made available to the employees by notification as determined by the District, such as posted on the Bulletin Boards and the Intranet.

When a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday as determined by the District.

If you are out sick the day before or after a holiday, you are required to bring in a physician's statement for that day(s). Failure to provide a physician's statement when required will result in the holiday being treated as unpaid leave.

4.4 Holiday Pay

4.4.A Non-shift employee:

To work on a Holiday and receive overtime:

- (1) Must be pre-approved by your Division Director.
- (2) District non-exempt personnel are the only personnel authorized to utilize a Holiday Authorization Sheet.
- (3) Use of the Holiday Authorization Sheet is only available when a non-exempt employee has worked their full 40 hours during the week of the holiday.

4.4.B Shift employee:

Shift employees who work on the holiday shall have the 8 hour Holiday straight time converted to vacation time, to be used at their discretion. Use of the Holiday Authorization Sheet is only available when a non-exempt employee has worked their full 40 hours during the week of the holiday. If the employee calls in sick the day before or after a holiday, the employee must turn in a physician's statement with the leave authorization sheet. If no physician statement turned in, the employee will not receive the Holiday pay benefit.

4.5 Time Off to Vote

Election Days are days when elections for public office are held (elections for public office include elections for sheriff, school board, district attorney, and all primary and general elections that are scheduled throughout the state, county, city or town). The District encourages employees to fulfill their civic responsibilities by participating in elections. Generally, polls are open from 7 am to 7 pm, such that employees should be able to find time to vote in an election during their non-working hours. Nonetheless, if employees need time off to vote, they should speak with their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled to minimize disruption to the normal work schedule. It is not automatic that you can take time off to vote. The District may grant up to 30 minutes paid time off to vote.

4.6 Bereavement Leave

In the unfortunate event of a death in the immediate family, a leave of absence of up to 5 days with pay will be granted. These five days can be taken consecutively, split or postponed, but within a reasonable time of the date of the death or date of the funeral. For this purpose, immediate family is defined as your:

- Spouse
- Child
- Step-Child (ren)
- Parents (including in-laws), step-parents
- Siblings, step-siblings
- Grandparents
- Grandchildren
- Domestic Partner
- Eligible dependents of a Domestic Partner

Employees should make their supervisor aware of their situation. In turn, the supervisor should notify Human Resources of the reason and length of the employee's absence.

Upon returning to work, the employer must record employee's absence as a Bereavement Leave on employee's attendance record. Proof of death and employee's relationship to the deceased must be provided to the District upon returning to work.

4.7 Jury Duty

Employees are allowed to take up to two weeks of paid jury duty leave over any one-year period. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If an employee is required to serve jury duty beyond the period of paid jury duty leave, he/she may use any available vacation time or may request an unpaid jury duty leave of absence. Employees are expected to report for work whenever the court schedule permits.

Upon receipt of the notice to serve jury duty, the employee should immediately notify employee's supervisor, as well as Human Resources. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

The District will continue to provide health insurance benefits for the full term of the jury duty absence. Employees will be responsible to pay their employee insurance contribution. Benefit accruals, such as vacation and sick leave will be suspended during unpaid jury duty leave and will resume upon return to active employment.

4.7.A Jury Duty Time Off

Normal Shift 8-5 M-F:

- Employee notifies District with copy or original summons of the date of Jury Duty
- Employee will report to jury duty on date/time required
- Employee will collect all summons slips for each day at Jury Duty
- If the employee is at jury duty for more than 5 hours, the employee is not required to come to work
- District will pay the employee for the full day of Jury Duty pay until the 2(two) weeks of Jury Duty Pay has been exhausted

Day Shift Employee:

- Employee notifies District of the date of Jury Duty
- Employee will report to jury duty on date/time required
- Employee will collect all summons slips for each day at Jury Duty
- If the employee is at jury duty for more than half of their shift, the employee is not required to come back to work that day
- District will pay the employee for the full day of Jury Duty Pay until the two weeks of Jury Duty Pay has been exhausted

Night Shift Employee:

- Employee notifies District of the date of Jury Duty
- Employee will not report to work the night before Jury Duty
- Employee will collect all summons slips for each day at Jury Duty
- Employee will report to jury duty on date/time required
- Employee will not be required to come to work if jury duty last more than 4 hours
- District will pay the employee for the full day of Jury Duty Pay until the two weeks of Jury Duty Pay has been exhausted

4.8 Witness Duty

The District encourages employees to appear in court for witness duty when subpoenaed to do so. If an employee has been subpoenaed or otherwise requested to testify as a witness by the District, or other parties related to District business, the employee will receive paid time off for the entire period of witness duty. Upon being excused from witness duty, the employee is expected to return to work at the District.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the District. Employees are free to use available vacation leave to receive compensation for the period of this absence. The District will continue to provide health insurance benefits for the full term of the witness duty absence. Employees will be responsible to pay their employee insurance contribution.

The subpoena should be shown to the employee's supervisor (copied and attached to a leave form) immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Benefits accruals, such as vacation and sick leave will be suspended during unpaid witness duty leave and will resume upon return to active employment.

4.9 Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be granted unpaid leave of absence for military service, training, or related obligations in accordance with applicable law.

4.9.A Training

All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard shall receive a leave of absence without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

4.9.B Active Duty Assignments

All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service shall receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active state duty for a named event, declared disaster, or operation pursuant to Florida Statute Sections 250.28 or 252.36, shall receive their full pay for the first 30 days. The leave of absence with full pay shall not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active state duty may not be discharged from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Employees on military leave in excess of 30 days may substitute their accrued vacation leave time in an amount necessary to bring their total compensation, inclusive of their base military pay, to the level earned at the time they were called to active military duty.

The District will continue to pay the eligible employee's portion of health, dental and life insurance premiums and the District's pension contribution while the employee is on military leave for up to 30 days. If an employee has dependent insurance coverage, the employee must make arrangements with the Finance Department for payment of associated premiums. The employee will also be responsible for making arrangements for any other benefit premium or other deduction (example: deferred compensation contribution, voluntary supplemental benefits, etc.). For military leaves of more than 30 days, an employee may elect to continue such coverage under COBRA and is required to pay the full premium for such continuation of coverage.

4.9.C Notice of Leave

Employees seeking to invoke military leave shall provide advance notice to the District unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

4.9.D Documentation of Leave

Employees on military leave for periods of more than 30 days shall provide the District with such documentation that can be used to establish the employee's basic eligibility for protection under the Uniformed

Services Employment and Reemployment Rights Act of 1994. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the District reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

4.9.E Reinstatement After Leave

Employees on military leave will be reinstated with the District in accordance with applicable State and Federal Laws. Employees who take a military leave of absence are entitled to any seniority-based rights and benefits that they would have attained had the employee remained continuously employed. The period of military leave is not considered a break in employment unless the employee indicates that he or she will not return from military leave.

Upon the return of any employee from Military Leave, as described above, the temporary services of the employee filling his/her position shall be terminated or said temporary employee moved elsewhere in the District's service, at the District's sole discretion. If an employee called to active duty is a probationary employee, the remaining number of days left on the probationary status will be added following the employee's return to work.

Upon return from military service, an employee must provide notice of or submit an application for reemployment in accordance with the following schedule:

- (1) An employee who served for less than 30 days or who reported for a fitness examination, must provide notice for reemployment at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.
- (2) An employee who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completing employee's period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.
- (3) An employee who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.
- (4) An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to Human Resources (if the service was less than 31 days), or submit an application for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period (which may not exceed two years).

An employee whose military service was for more than 30 days must provide documentation within two weeks of employee's return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for reemployment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the employee received an honorable or general discharge. All current Military rulings will supersede this section.

4.9.F Failure to Return After Military Leave

Should the employee not return to employment with the District following said military leave, any vacation or sick leave accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these rules and regulations regarding payment of leave balances upon separation from employment.

4.10 Leave under the Family and Medical Leave Act ('FMLA')

Eligible employees will be granted up to twelve (12) weeks of unpaid family, medical, or exigency leave during a twelve (12)-month period in accordance with the Family and Medical Leave Act (FMLA). Eligible employees will be granted up to twenty-six (26) workweeks of unpaid leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is a family member or next of kin, during a single twelve (12)-month period in accordance with the FMLA as amended from time to time.

During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work, however the employee will not accrue vacation/sick time during unpaid family and medical leave (FML). At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

PURPOSE OF THE POLICY

To ensure eligible employees are provided FML in accordance with applicable law.

DEFINITIONS

Covered Service Member means a member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness incurred or aggravated in the line of duty on covered active duty in the Armed Forces that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating.

Covered Veteran means an individual who was discharged or released under conditions other than dishonorable at any time during the five (5)-year period prior to the first date the eligible employee takes FML to care for the covered veteran.

Family member means a spouse, parent, or child.

Spouse is anyone recognized as a spouse through a legal marital relationship. A spouse includes an individual married to an eligible employee in a legal same-sex marriage, including a common law marriage, where such marriage is recognized in the state or country where the marriage took place.

Parent means a biological parent or an individual who legally stands or stood in the place of the biological parent.

Child means an individual less than eighteen (18) years of age who is the biological, adopted or foster child, a stepchild, a legal ward/guardian or child of a person standing in the place of the biological parent. Child may also include an adult child where the adult child is incapable of self-care because of a mental or physical disability at the time the leave is to commence where the child also has a serious health condition.

Exigency Leave is leave related to, or necessitated by, the covered active duty or call to covered active duty status of a covered military member. Covered active duty, in the case of a member of a regular component of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country. With respect to a member of a reserve component of the Armed Forces, covered active duty means duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

Next of Kin means the nearest blood relative of the Covered Service Member (other than the spouse, parent, or child of the Covered Service Member) in the following order of priority: blood relative who has been granted legal custody of the covered service member by court decree or statute; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Covered Service Member has specifically designated in writing another blood relative as the nearest blood relative for purposes of military caregiver leave under the FMLA.

Serious Health Condition means certain illnesses, injuries, impairments, or physical conditions as further defined in this policy.

Service Member Leave means leave to care for the serious injury or illness of a family member or next of kin who is a Covered Service Member or Covered Veteran.

APPLICABILITY

This Policy and Procedure applies to all eligible employees as more fully described in the Eligibility Section of the Procedure.

4.10.A . NOTICE

Employees must provide the Human Resources Department with no less than thirty (30) days written notice of their intent to take FML when the leave is foreseeable. If such leave is unforeseeable, the employee shall provide notice to the Human Resources Department as soon as possible after the employee learns of the need for the leave. Employees on approved family leave, medical leave, exigency leave, or service member leave under this policy, with or without pay, must make at least monthly contact with the Human Resources Department during their absence. FML under this policy runs concurrently with all other paid or unpaid leaves of absence.

4.10.B ELIGIBILITY

To be eligible for family leave, medical leave, exigency leave, or service member leave, an employee must have been employed by the District for at least twelve (12) months and must have actively worked for at least 1250 hours during the previous twelve (12)-month period. Employees must also work at a site with 50 or more District employees or where 50 or more District employees are located within 75 miles of the worksite.

In addition to the foregoing eligibility requirements, the employee must also show that the reason for the leave falls into one of the following categories:

- A. For the birth of a son or daughter, and to care for the newborn child;
- B. For the placement of a child with the employee for adoption or foster care, and to care for the newly placed child;
- C. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- D. When the employee is unable to work because of a serious health condition;
- E. To care for an injured or ill covered service member or covered veteran. The employee must be the family member or the next of kin of the covered service member or covered veteran.
- F. To address any qualifying exigency arising out of the fact that a spouse, child, or parent who is also a military member in the National Guard or Reserves or of a regular component of the Armed Forces when the military member is on covered active duty or called to covered active duty status and deployed to a foreign country.

4.10.C TYPES OF FML LEAVE**4.10.C.1. Leave due to Birth or Placement of a Child Through Adoption or Foster Care.**

An eligible employee can take up to twelve (12) weeks of leave during a twelve (12)-month period measured backward from the first date FML is used. This applies equally to mothers and fathers. However, if both the mother and father are employed by the District, the aggregate number of workweeks of leave that both can receive is limited to twelve (12) work weeks during any twelve (12)-month period.

The entitlement to leave expires at the end of the twelve (12)-month period beginning on the date of the birth, or placement of the child.

Employees meeting the requirements of the District's sick leave policy are required to use their applicable sick leave and then the accrued vacation leave concurrently with FML before the leave becomes unpaid. Employees not meeting the requirements of the District's sick leave policy must use vacation leave concurrently with FML leave before the leave becomes unpaid or sick leave is used. After any accrued vacation leave is exhausted, employees may request to use their remaining accrued sick leave if they did not meet the requirements for using leave under the District's sick leave policy, or only met the requirements for a portion of the absence, before the leave becomes unpaid leave. To request to use the accrued sick leave, employees must submit the appropriate

request form to the Human Resources Department. All paid leaves of absence shall run concurrently with the FML.

This type of leave shall not be taken intermittently or on a reduced work schedule.

4.10.C.2. Leave due to the serious health condition of the employee or to care for a family member having a serious health condition.

An eligible employee can take up to twelve (12) weeks of leave during a twelve (12)-month period measured backward from the first date leave is used.

Serious health condition is defined as an illness, injury, impairment, or physical condition that involves:

1. Any period of incapacity or subsequent treatment connected with inpatient (overnight) care in a hospital, hospice, or residential medical care facility;
2. A period of incapacity requiring an absence of more than three (3) consecutive, full calendar days from work, school, or other regular daily activities and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - a. Treatment two (2) or more times within thirty (30) days of incapacity, unless extenuating circumstances exist, by (or under supervision of) a health care provider; or
 - b. Treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment under supervision of a health care provider.
 - c. The first, or only, treatment visit under Subsections (a) or (b) must take place in person within seven (7) days of the first day of incapacity.
3. Any period of incapacity due to pregnancy, or for prenatal care;
4. Any period of incapacity (or treatment therefore) due to a chronic serious health condition, which is defined as:
 - a. A condition that requires visits at least two (2) times per year for treatment by (or under the supervision of) a health care provider;
 - b. Continues over an extended period of time, including episodes of a single underlying condition; and
 - c. May cause episodic rather than a continuing period of incapacity such as asthma, diabetes and epilepsy.
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective such as Alzheimer's, stroke, or terminal diseases; or
6. Any absences for restorative surgery after an accident or injury or to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated, such as chemotherapy, physical therapy, or dialysis.

Employees using FML for a serious health condition are required to exhaust their sick leave then their accrued vacation leave balance before FML becomes unpaid. All paid leaves of absence shall run concurrently with the FML.

Leave for the employee's own or a family member's serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary. The employee must try to schedule the intermittent leave to avoid undue disruption of the District's operations. The District may elect to transfer the employee to an alternative position for which the employee is qualified that has equivalent pay and benefits, which better accommodates the intermittent leave schedule.

4.10.C.3. Leave due to care for the serious injury or illness of a family member or next of kin who is a covered service member or covered veteran.

An eligible employee can take up to twenty-six (26) weeks of intermittent or consecutive leave during a single twelve (12)-month period, measured forward from the first date an employee uses FML, to care for a covered service member or covered veteran, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating. Outpatient status means the service member is presently assigned to a military treatment facility as an outpatient or is assigned to a unit established for the purpose of providing command and control of service members receiving medical care as outpatients.

1. During the single twelve (12)-month period, eligible employees are entitled to a combined total of twenty-six (26) workweeks of leave for all types of FML;
2. If both a husband and wife are employed by the District, the aggregate number of workweeks of leave that both can receive is limited to twenty-six (26) workweeks during the single twelve (12)-month period for service member leave or a combination of service member leave and the other types of FML available;
3. If an eligible employee does not take all of the twenty-six (26) workweeks of leave entitlement under this section during the single twelve (12)-month period, the remaining part of the twenty-six (26) workweeks of leave entitlement is forfeited. However, the leave entitlement is applied on a per-covered-service member/veteran, per-injury basis such that an eligible employee may be entitled to take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered service member/veteran or to care for the same service member/veteran with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any single twelve (12)-month period. When the eligible employee takes leave to care for more than one (1) covered service member/veteran or for a subsequent serious injury or illness of the same covered service member/veteran, and the single twelve (12)-month periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than twenty-six (26) workweeks of leave in each single twelve (12)-month period;
4. Where leave qualifies as both leave to care for a covered service member/veteran and leave to care for a family member with a serious health condition during the single twelve (12)-month period, the District must designate such leave as leave to care for a covered service member/veteran in the first instance. This leave must not be designated and counted as both leave to care for a covered service member/veteran and leave to care for a family member with a serious health condition.
5. Service member leave may be taken intermittently or on a reduced leave schedule when medically necessary. The employee must try to schedule the intermittent leave to avoid undue disruption of the District's operations. The District may elect to transfer the employee to an alternative position for which the employee is qualified that has equivalent pay and benefits which better accommodates the intermittent leave schedule.
6. Employees using FML for service member leave are required to exhaust their sick leave then their accrued vacation leave balance before FML becomes unpaid. All paid leaves of absence shall run concurrently with the FML.

4.10.C.4. Leave due to a qualifying exigency arising out of the fact that a spouse, child or parent, who is also a National Guard or Reserve or a service member of a regular component of the Armed Forces, is on covered active duty or called to covered active duty status

An eligible employee can take up to twelve (12) weeks of leave during a twelve (12)-month period measured backward from the first date leave is used.

The exigency must include one of the following:

1. Short-notice deployment;
 - a. Leave for this purpose may be used for seven (7) calendar days beginning on the date the covered military member is notified of an impending call or order to covered active duty.
 - b. Leave for this purpose is used to address issues that may arise from the fact that a covered military member is notified of an impending call or order to covered active duty seven (7) or less calendar days prior to the date of deployment.
2. Military events and related activities;
 - a. To attend any official ceremony, program, or event sponsored by the military; and
 - b. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
3. Childcare and school activities;
 - a. To arrange for alternative childcare when the active duty or call to covered active duty status of a covered military member necessitates a change in the existing childcare arrangement for a child of a covered military member at the time FML is to commence;
 - b. To provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis);
 - c. To enroll in or transfer to a new school or day care facility a child of the covered military member when enrollment or transfer is necessitated by the active duty or call to covered active duty status of a covered military member.
 - d. To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a child of the covered military member.
4. Financial and legal arrangements;
 - a. To make or update financial or legal arrangements to address the covered military member's absence while on covered active duty or call to covered active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust.
 - b. To act as the covered military member's representative before a federal, state, or local agency for purposes of arranging or appealing military service benefits while the covered military member is on covered active duty or call to covered active duty status, and for a period of ninety (90) days following the termination of the covered military member's covered active duty status.
5. Counseling;
 - a. To attend counseling provided by someone other than a healthcare provider for:
 - i. The employee;
 - ii. The covered military member; or
 - iii. The child of the covered military member.
6. Rest and recuperation;
 - a. Leave may be taken for up to fifteen (15) days for each instance of rest and recuperation.

- b. To spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.
- 7. Post-deployment activities;
 - a. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the covered military member's covered active duty status; and
 - b. To address issues that arise from the death of a covered military member while on covered active duty status, such as meeting and recovering the body of the covered military member and making funeral arrangements.
- 8. Additional activities.
 - a. To address other events provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

Leave taken due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis. The employee must try to schedule the intermittent leave to avoid undue disruption of the District's operations. The District may elect to transfer the employee to an alternative position for which the employee is qualified that has equivalent pay and benefits which better accommodates the intermittent leave schedule.

Employees meeting the requirements of the District's sick leave policy are required to use their applicable sick leave and then the accrued vacation leave concurrently with FML before the leave becomes unpaid. If sick leave is not applicable and the employee has exhausted any accrued vacation leave, employees may request to use their remaining accrued sick leave if they did not meet the requirements of the District's sick leave policy, or only met the requirements for a portion of the absence, before the leave becomes unpaid leave. All paid leaves of absence shall run concurrently with the FML.

4.10.D MEDICAL CERTIFICATIONS

The employee shall provide the Human Resources Department with complete and sufficient certification of the need for leave from the health care provider of the employee, family member, or covered service or military member within fifteen (15) days of notification of the need for leave.

The Human Resources Department shall provide the appropriate certification form to be used for all employees requesting FML.

The certification form must be completed in its entirety and shall state:

- 1. Health care provider contact information;
- 2. The date on which the qualifying condition began;
- 3. The probable duration of the condition;
- 4. The appropriate medical or other facts of the condition;
- 5. If the patient is the employee, information sufficient to establish the employee cannot perform the essential functions of the job, any other work restrictions, and the duration of the inability;
- 6. For family leave or service member leave, a statement that the employee is needed to care for the family member and an estimate of the amount of time that such care is needed;
- 7. The medical necessity of any intermittent leave request and estimate of the frequency and duration of episodes of incapacity; and
- 8. Any additional information requested on the certification form.

When the certification is returned incomplete or insufficient, the Human Resources Department will notify the employee in writing what additional information is necessary. A certification is not sufficient if it is complete, but the information provided is vague, ambiguous, or non-responsive. The Human Resources Department will give the employee seven (7) calendar days to correct an incomplete or insufficient certification.

The certification shall be signed by the health care provider responsible for providing such services and not by a staff member employed by the health care provider.

The employee will be required to submit a recertification if any of the following occurs:

1. Every thirty (30) days in connection with the employee's absence, but if the minimum duration of the condition is more than thirty (30) days, the District will not request a recertification until after the initial duration of the condition expires or when one (1) of the situations below occurs, whichever occurs first.
2. The District may require recertification within thirty (30) days if:
 - a. The employee's own, their immediate family member's, or covered service member's medical condition or duration or frequency of absences changes significantly;
 - b. The District receives information that casts doubt upon the stated reason for the absence or the continuing validity of the certification; or
 - c. The employee's need for leave extends beyond the time their own, their immediate family member's or covered service member's health care provider indicates on the most recent medical certification.
3. After six (6) months of the date the most recent medical certification that was completed by the attending physician, in connection with an absence by the employee (regardless of the duration of the condition);
4. A qualifying exigency arises out of a different covered active duty or call to covered active duty status of the same or different covered military member; or,
5. The employee's need for leave due to the employee's own serious health condition, or the serious health condition of a covered family member, lasts beyond a single leave year.

Employees bear the entire cost of obtaining certifications required by the District.

The District may require, at its own expense, that the employee obtain the opinion of a second health care provider designated or approved by the District, however, the health care provider cannot be employed on a regular basis by the District.

Employees failing to provide complete and sufficient certifications as required, and after any opportunity to correct, may be denied the taking of FML. Failure to provide any certification may result in denial of leave under this policy. Employees who fail to provide requested documentation of the reason for an absence from work may be subject to disciplinary action up to, and including, termination.

4.10.E INTERMITTENT OR REDUCED WORK WEEK LEAVE

Leave can be taken intermittently or on a reduced work schedule when medically necessary for a serious health condition, service member leave, or as a result of a qualifying exigency. The taking of the leave intermittently or on a reduced work schedule shall not reduce the total amount of leave to which the employee is entitled. However, the employee must provide a certification from the health care provider stating that the employee's reduced work schedule is medically necessary and the expected duration and schedule of the intermittent leave or reduced work schedule when intermittent leave is medically necessary. Such certification must also include the information listed under the foregoing "Medical Certification" section and shall also be signed by the health care provider responsible for providing such services and not by a staff member employed by the health care provider.

This section is not applicable to the birth or placement of a child.

If an employee requests intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment, the employee:

1. May be required to transfer temporarily to an available alternative position (for which he or she is qualified) which has an equivalent pay and benefits and which better accommodates recurring periods of leave than the regular position of the employee.
2. Must make reasonable efforts to schedule the treatment so as not to unduly disrupt operations.

If an employee was absent from work due to a FML reason that was unforeseeable, the employee is required to follow the District's sick leave policy's unforeseeable use of sick leave procedures to notify the District of the

need for leave, and explicitly state that the need for leave is related to the previously approved FML condition. Upon returning to work, the employee must complete and submit to the Human Resources Department an Intermittent Leave of Absence Under FML Request Form within five (5) business days of the employee's return to work for the time to be designated as FML. In the absence of such timely notification by the employee, the employee may not subsequently assert FML protections for the absence.

4.10.F HEALTH INSURANCE DURING FML

During approved FML, the District is required to maintain group health, dental and life insurance benefits (hereafter "group insurance"). Maintenance of such group insurance requires that the employee continue to contribute the normal portion of the insurance premiums to the District at the same time payroll deductions would normally be made in order to maintain insurance coverage. If the employee's payment is more than thirty (30) days late, the District may discontinue health insurance coverage upon notice to the employee. To the extent an employee's FML is paid through available accrued leave balances, the employee's portion of premiums will be collected through payroll deductions. For details on continuation of group insurance benefits or supplemental coverage, contact the Human Resources Department.

4.10.G RETURN FROM FML

- A. Employees returning from FML are required to submit a fitness for duty certification from their healthcare provider prior to returning to work demonstrating the employee can perform the essential functions of the job. Failure to provide that certification may delay the employee's reinstatement.

Employees returning from leave will be restored to the same position held prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

After the beginning of the leave an employee may discover that circumstances have changed and the amount of leave time originally anticipated is either reduced or needs to be extended. In foreseeable circumstances where it is necessary to change leave time the employee is required to give the District notice within two (2) business days.

- B. An employee who fails to return to work on the next regularly scheduled work day following the expiration of FML, or who does not accept a position offered by the District when returning from leave, may be recommended for disciplinary action up to and including termination from their employment.
- C. Employees are prohibited from performing any work, whether full-time or part-time, during FML, for the District or any other entity or individual, and may be recommended for disciplinary action up to and including termination immediately upon discovery of same. Similarly, an employee who accepts other full-time employment during FML may be recommended for disciplinary action up to and including termination immediately upon discovery of same.
- D. Employees who give notice to the District that they do not intend to return to work upon the expiration of FML will be considered to have voluntarily resigned.

4.10.H SUBSTITUTION OF PAID LEAVE

When the District requires, or the employee requests, to substitute accrued paid leave under the District's vacation or sick leave policies, the payments under such paid leave policies running concurrently with the FML are subject to the employee satisfying any and all procedural requirements of such policies. Failure of the employee to follow the policy of the applicable paid leave may result in the FML becoming unpaid, even though the employee has an accrued balance of leave remaining.

Questions on Family and Medical Leave can be directed to the Human Resources Department. Forms relating to the Family and Medical Leave can be obtained from the Human Resources Department.

4.10.I NON-RETALIATION

The District will not interfere with an employee's FMLA rights or retaliate against any employee for using or trying to use FMLA leave. The District will not retaliate against any employee for opposing any practice made unlawful by the FMLA or being involved in a proceeding related to the FMLA.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer for violations of Federal law regarding the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

EMPLOYEE RESPONSIBILITIES

1. Notify the Human Resources Department in writing that the employee needs leave for a condition the employee believes qualifies for FML.
2. Notification must occur thirty (30) days prior to the need for leave in foreseeable circumstances and as soon as possible under unforeseen circumstances.
3. Timely return all certification and recertification, or other paperwork, to the Human Resources Department.
4. Abide by all procedural requirements of the District's vacation and sick leave policies when such leave is used concurrently with FML. Failure to do so may result in FML being unpaid.
5. When utilizing intermittent leave, make reasonable efforts to schedule absences so as not to unduly disrupt operations.
6. Submit Intermittent Leave of Absence Request Form to the Human Resources Department within five (5) business days of employee's return to work from an intermittent absence. Failure to advise the Human Resources Department that the absence was for a previously approved FML condition within five (5) business days may result in denial of FML for the absence.
7. Submit Employee Request to Apply Sick Leave to Unpaid FML Based on Birth or Placement of a Child, when applicable and desired.
8. Make timely medical insurance premium payments to the Human Resources Department to avoid any lapse in coverage.

DEPARTMENT RESPONSIBILITIES

1. Allow employees reasonable time to meet or speak with Human Resources to obtain information, explanation and guidance on the FMLA policy, as needed.
2. Notify Human Resources within twenty-four (24) hours if an employee makes you aware, whether verbally or in writing, of any condition or situation that may qualify for FML.
3. Notify Human Resources within twenty-four (24) hours if you become aware of any employee who is absent due to their own or a family member's illness or injury for more than three (3) days, or if you become aware of an employee or their family member being hospitalized overnight.
4. Do not make any comments or determinations about whether an employee's request for FML is valid or will qualify. This determination is made by Human Resources only after the appropriate certifications are received and reviewed.
5. Direct employees to Human Resources for any and all questions related to FML.

HUMAN RESOURCES DEPARTMENT RESPONSIBILITIES

1. Assist employees and supervisors in understanding their responsibilities under the FMLA policy.
2. Provide all necessary forms to the employee within five (5) business days of supervisor or Human Resources learning of an employee's need for leave that may qualify for FML.
3. Upon receipt of complete and sufficient certifications, advise employee in writing of the determination as to whether the leave qualifies as FML.

4. Communicate with employee's department regarding dates and times of employee's expected FML, if approved, without disclosing medical facts or conditions, unless necessary to ensure safety or discuss restrictions upon the employee's return to work.

4.11 Workers' Compensation Leave

In accordance with the state and federal requirements of the Workers' Compensation Act, the District provides insurance to protect employees against financial loss due to personal injury and some occupational illnesses arising out of and in the course of employment at the District. For detailed information concerning supervisor responsibilities regarding accident prevention and reporting, please contact Human Resources.

Where a workplace accident or illness also results in a serious health condition as defined by the FMLA policy, the employee's leave of absence under Worker's Compensation and FMLA shall run concurrently.

4.11.A Reporting an Accident

The process for reporting a work related accident and injury is as follows:

- Employee will notify supervisor immediately and fill out an Accident/Incident Report and First Report of Injury Form if there is an injury. ([Accident form](#)) ([First Report of Injury Form\(DWC-01\)](#))
 - If Employee is unable to fill out report Supervisor/Safety/Human Resources will fill out the reports and employee is to seek immediate medical attention.
 - Within 24 hours of the accident Safety and Human Resources should be notified by reporting supervisor.
- If you are not seeking medical treatment, no further steps need to be taken
- If medical treatment is needed, you will be taken to Occupational Health/Jupiter Medical Center Emergency Room. ([Occupational Health Services Form](#))
- After initial hospital visit employee must schedule all subsequent Doctors' appointments through the Workers' Compensation Insurance Company.
 - If the employee fails to contact Workers' Compensation to schedule appointment, the employee will pay for the cost out of pocket if they go to a non-authorized workers compensation Doctor.
- To return to full duty, employee must be medically cleared of all restrictions by Worker's Compensation Doctor.
- If the Worker's Compensation doctor determines you can return to work but on Light Duty, the District will evaluate if there is light duty available in its sole discretion.

4.11.B Wage Replacement and Medical Benefits

An employee who is absent 8 calendar days as the result of an accident or illness deemed to be work related, is eligible for wage replacement benefits from the 8th full day of absence due to injury or illness. When an employee is out more than 20 calendar days, the benefits are paid back to the first full day of disability.

The maximum wage replacement benefit for injured employees who lose time for work is 66 2/3% of the employee's average weekly wages. In all compensation cases, payment for adequate and reasonable medical and hospital services as mandated by the Workers' Compensation Act of Florida is also provided.

4.11.C Supplemental District Payments

The District may make the following supplemental payments to employees absent from work due to a Workers Compensation injury or illness:

- If an employee is absent for less than a 40 hour work-week required to assure wage replacement benefits, the District may pay the employee his or her base weekly gross salary through accrued paid time off (sick then vacation). If an employee is absent for eight or more calendar days, wage replacement benefits will begin and will compensate lost wages up to 66 2/3% of their Average Weekly Wage (AWW). The AWW is based on the prior 13 weeks before the date of injury.
- The District will allow employees to supplement up to 33 1/3% of their accumulated sick leave then vacation leave to make up the difference when the injury/illness also qualifies as a serious health condition under FMLA. The supervisor will report the time as deductions from sick then vacation leave. This benefit will not pay over 100% of the employees total regular wages.
- The District wants to assure uninterrupted salary payments to the employee. Because there may be administrative delays before the employee actually receives wage replacement benefits for the first 40 hours, sick leave balances will be charged to cover these days of absence. If you are out more than 20 calendar days from the day of accident, Workers Compensation will pay the employee for the initial 40 hours from the first week of accident. Because the District paid the employee the first 40 hours of absence, the employee must return this amount to the District's Payroll Office, either by endorsement of the wage replacement check, or by future payroll deduction.

4.11.D Accrual of Vacation and Sick Leave

An employee who is absent from work as the result of an occupational injury or illness, and who is receiving Workers' Compensation insurance payments, will accrue sick/vacation based on the portion of hours paid by the District. No increments of sick/vacation will accrue for any pay week which includes three or more days of leave of absence without pay.

4.11.E Payment of Holiday Pay

An employee will be paid for a holiday which falls during a period of absence due to an occupational injury or illness only if he or she is supplementing his or her wage replacement benefits with sick/vacation leave. In this event, the portion of supplemental pay normally charged to sick/vacation leave will be charged to holiday pay.

4.11.F Continuation of Benefits

Certain District benefits may be maintained for a limited period of time provided the employee makes arrangements with Human Resources and/or Payroll to continue the appropriate contributions to the plans.

4.11.G Review of Employment Status

In cases of prolonged absence due to a Workers Compensation illness or injury, the employment status of the employee will be reviewed periodically. The District will be in constant contact with the Workers Compensation representative and the employee to stay current on the status of the employee. The District will make every reasonable effort to accommodate the employee to come back to work as long as the accommodation does not cause undue hardship to the District. All state and federal leave regulations concerning Worker's Compensation, FMLA, and ADA laws will be followed.

4.12 Personal Leave

The District may approve a Personal Leave of Absence (i.e., unpaid leave) for Regular Full-Time employees who wish to take time off from work duties to fulfill personal obligations. Personal Leave of Absence does not

include FMLA leave, Workers' compensation leave, vacation leave, or sick leave. A Personal Leave of Absence may include up to 30 days per 12-month period. The 12-month period is a rolling 12-month period measured backward from the first day of the requested Personal Leave of Absence.

Only Regular Full-Time employees are eligible for a Personal Leave of Absence. Eligible employees may request personal leave only after having completed 90 calendar days of service. As soon as eligible employees become aware of the need for a Personal Leave of Absence, they should request such leave from their Division Director. Requests for a Personal Leave of Absence will be evaluated based on a number of factors, including anticipated workload and staffing needs.

A District employee on unpaid Personal Leave of Absence is prohibited from engaging in similar employment during leave. Personal leaves will not be granted for engaging in other employment outside of the District. Misrepresentations or any act to deceive the District will be ground for discipline, up to and including employment termination.

Benefit accruals, such as vacation or sick leave will be suspended during any Personal Leave of Absence and will resume upon the employee's return to active employment. Employees on Personal Leave of Absence are not entitled to holiday pay or special compensatory leave in conjunction with a holiday.

Subject to the terms, conditions and limitations of the applicable plans, the District will continue to provide health insurance benefits for the full period of the approved Personal Leave of Absence. Employees will be responsible to pay their employee insurance contribution prior to leaving.

There is no job guarantee with a Personal Leave of Absence. When a Personal Leave of Absence ends, a reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the District cannot guarantee reinstatement.

Exempt Employees requiring vacation, sick or personal leave to cover an unpaid Personal Leave of Absence must turn in a leave sheet to either their immediate Division Director or the Executive Director (whichever is applicable) if the required leave is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a leave sheet for periods less than a full day.

The District reserves the right, in its sole discretion, to deny or limit Personal Leave of Absence if the requested Personal Leave will cause an impact on District business, staffing, District operations, or for any other reason.

If an employee fails to report to work promptly at the expiration of the approved Personal Leave of Absence, the District will consider that the employee has voluntarily resigned in accordance with the District's Attendance Policy.

4.12.A Continuing Benefit Plan Coverage

While on a personal unpaid leave of absence, employee's medical coverage will end on the 1st day of the month following the start of such leave subject to the terms, conditions, and limitations of the applicable plans. Employees will have the opportunity of continuing their benefits for a maximum period of 18 months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

4.12.B Salary Action

While an employee is taking an approved Unpaid Personal Leave of absence, the evaluation period will extend compared to the amount of unpaid Personal Leave taken.

4.12.C Performance Appraisal

The length of the leave will extend the normal performance appraisal date of an employee on an unpaid leave of absence.

4.12.D Accrual of Sick and Vacation

During the unpaid leave of absence, the employee will not earn any sick or vacation time.

4.12.E Returning/Not Returning From a Leave

Due to the 24 hours a day, 7 days a week, 365 days a year nature of the District's business, the District cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the District will attempt to reinstate the employee to employee's former position or to one with similar responsibilities.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence, the termination date is the last day of the authorized leave period or the date the employee notifies employee's supervisor that employee is not returning, whichever is sooner. Such employees may be considered for reemployment.

4.13 Pregnancy-Related Absences

The District will not discriminate against any employee who requests an excused absence for medical issues associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Personnel Procedures and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical issues for those conditions, will be considered in the same manner as other requests for unpaid family or personal leave.

4.14 Domestic Violence Leave

Eligible employees will be granted up to three (3) days of unpaid Domestic Violence Leave in any twelve (12) month period, measured forward from the first date domestic violence leave is used, according to Section 741.313, Florida Statutes, as amended from time to time. The District shall not discriminate against an employee for exercising rights under this policy.

Domestic Violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Domestic violence shall also include any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or Household Member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Employees may be permitted to use the leave for:

1. Seeking an injunction for protection against domestic, repeat, dating or sexual violence;
2. Obtaining medical care or mental health counseling for the employee and/or family/household member to address physical or psychological injuries resulting from the domestic violence;
3. Obtaining services from a victim-services organization as a result of the act of domestic violence;
4. Making the employee's home secure from the perpetrator of domestic violence, or to seek new housing to escape the perpetrator;
5. Seeking legal assistance or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Notice

Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family household member, an employee shall provide notice to Human Resources as soon as possible after the employee learns of the need for the leave. If the leave is foreseeable, such as court dates, the employee must provide thirty (30) days' notice. The request for leave must be accompanied with sufficient documentation of the act of domestic violence, if applicable.

Eligibility

To be eligible for Domestic Violence Leave, an employee must have been employed by the District for three (3) or more months. Domestic Violence Leave shall be granted if the employee or a family or household member of the employee is the victim of domestic violence and provides sufficient notice and documentation regarding same.

An employee seeking leave under this section must, before receiving the leave, exhaust all vacation and sick leave available.

5 EMPLOYEE BENEFITS

The District has established a variety of employee benefit programs designed to assist employee and employee's eligible dependents in meeting the financial burdens that can result from illness and disability, and to help employee plan for retirement. This portion of the Employee's Personnel Procedures contains a very general description of the benefits to which employee may be entitled as an employee of the District. Please understand that this general explanation is not intended to, and does not, provide employee with all the details of these benefits. Therefore, these Personnel Procedures do not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for employee's examination from Human Resources. To the extent that any of the information contained in these Personnel Procedures is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the District and its employees. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the District reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein. Further, the District reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to employee separately, or contact Human Resources. If employee lost or misplaced those descriptions, please contact Human Resources for another copy.

5.1 Employee Benefits – Overview

Eligible employees at the District are provided a wide range of benefits. A number of the programs (such as Social Security and Workers' Compensation) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Employee's Division Director and/or Human Resources can identify the programs for which an employee is eligible. Details of many of these programs can be found elsewhere in the personnel procedures.

The following benefit programs are examples of those available to eligible Full-Time employees:

- | | |
|--|----------------------------|
| (1) Benefits Continuation at Termination (COBRA) | (11) Health Insurance |
| (2) Bereavement Leave | (12) Military Leave |
| (3) Pension Plan | (13) Personal Leave |
| (4) Dental Insurance | (14) Sick Leave Benefits |
| (5) Educational Financial Assistance | (15) Uniform |
| (6) Family Leave/Medical Leave | (16) Vacation Benefits |
| (7) Holidays | (17) Voting Time Off |
| (8) Jury Duty Leave | (18) Witness Duty |
| (9) Life Insurance | (19) Workers' Compensation |
| (10) Long-Term Disability | |

Some benefit programs require contributions from the employee, and some are fully paid by the District.

5.2 Health Insurance

5.2.A District Health Insurance

The District currently offers regular, full-time employees who have been employed by the District for over 30 days health coverage under a point-of-service plan. The Health coverage begins on the first day of the month following 30 days of continuous full-time employment.

The point-of-service plan provides comprehensive hospital and major medical insurance coverage. Under the point of service plan, participants can choose to go in-network or out-of-network at any point in time. Many in-network services are fully covered (some require a co-payment) and no claim forms need to be completed. Out-of-network services are generally subject to an annual deductible and coinsurance payments, and require the submission of claim forms to the insurance carrier for reimbursement.

Employees have up to 30 days from their employment date to make their medical plan election. Once made, an employee's election is generally fixed for the remainder of the plan year. However, if an employee undergoes a change in family status, qualifying event (as defined in the Plan document), employee may make a mid-year change in coverage (i.e., employee may change coverage from individual to family or from family to individual, add or delete dependents, provided employee does so within 30 days from the date of the change in family status).

When a District employee incurs a qualifying event, there will be an insurance adjustment to the employee's paycheck. Types of qualifying events are: marriage/Divorce, Birth/Death of child, legal custody/adoption, start/terminate employment, etc. You can refer to the [Employee Benefit Highlight Book](#) to find additional qualifying events.

At the end of each calendar year, during open enrollment, the employee is free to change their medical elections for the following calendar year if employee has a change in family status. As of April 1, 2009, Children's Health Insurance Program Reauthorization Act 'CHIP' was passed. This Act requires employers that maintain group health plans to provide coverage for children that lose coverage under Medicaid and to notify employees of the premium assistance subsidy that became available around February 2010.

Also, health insurance is now available for an employee's children until the age of 30 (subject to change by applicable law), if they are dependent on the employee, not covered by any other insurance, not married, Florida resident or Full Time Student, and have no children of their own. Human Resources will assist employees in making the necessary arrangements for enrollment. A complete description of the plan is provided to each employee as "Summary Plan Descriptions" and appropriate supplements.

5.3 Dental Insurance

The District currently offers dental coverage to Regular Full-Time employees who have been employed by the District for over 30 days. Dental coverage begins on the first day of the month following 30 days of continuous full-time employment. This plan offers two options: in-network and out-of-network.

Under the Plan, you can select a dentist from the network or receive care from any licensed dentist or dental specialist of employee's choice. Coverage is generally subject to deductibles for non-preventative services, co-payments and an annual benefit maximum per person.

District employee's dependent children may be covered through the end of the calendar year in which they turn 26.

5.4 Group Life Insurance

The District offers Regular Full-Time employees who have been employed by the District for over 30 days an employer-paid basic group term life policy, along with an accidental death and dismemberment policy. Life Insurance coverage begins on the first day of the month following 30 days of continuous full-time employment. Each policy generally pays a death benefit of \$50,000.00 (subject to limitations and changes each year). Life insurance terminates on the last day of employment. Portable Life Insurance is up to the employee to either maintain or not.

5.5 Long Term Disability

The District offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 35 hours per week) Long Term Disability (LTD) base plan. This plan provides for monthly LTD benefits of 60% of basic monthly earnings to a maximum benefit of \$6,500.00 per month, less any other offsets. Eligible employees are automatically enrolled as of the first day of the calendar month on/or following their date of hire. Long-term disability coverage terminates on the last day of employment.

5.6 Retirement Plan

To participate in the District's Retirement Plan (Money Purchase Plan and Trust) you must be 18 years of age and have worked at the District for a minimum of one (1) year. The retirement plan has two entry dates; January and July. Employees hired from January 1 through June 30 will be admitted to the retirement plan in July of the following year, and subsequently they will have a July retirement plan anniversary date. Employees hired July 1 through December 31 will be admitted to the retirement plan in January of the following year, a subsequently they will have a January retirement plan anniversary date. For example, an employee hired February 4, 2014 would be admitted to the retirement plan in July, 2015. An employee hired December 30, 2014 would be admitted to the retirement plan in January, 2016.

Upon your retirement plan anniversary date following your second year of service working at the District, you will begin contributing 4% of gross income into the District's retirement plan account. At this time, you will have the opportunity to sit down with the retirement representative to discuss and make investment decisions. Thereafter, you can address and/or revise your retirement plan investment decisions during normal business hours throughout the year. Upon your retirement plan anniversary date following your third year of service working at the District, the District will begin contributing 12% of gross income into your retirement plan account.

5.7 Flexible Spending Arrangement (FSA)

A Flexible Spending Arrangement (FSA) is also commonly known as a Flexible Spending Account. An FSA allows an employee to set aside a portion of employee's earnings to pay for qualified expenses as established in the cafeteria plan, most commonly for medical expenses but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in a substantial payroll tax savings, but may be subject to income taxation if used to pay for unqualified expenses. Please refer to the current years [Benefit Highlight Book](#).

5.8 Tuition Reimbursement Policy

The District recognizes that the skills and knowledge of its employees are critical to the success of the organization. This tuition reimbursement policy encourages personal development through formal education so that employees can improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the District.

This policy applies to all Regular Full-Time District employees. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

Individual course or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. The District determines whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact their Division Director for more information or questions about educational assistance.

While educational assistance is expected to enhance employee's performance and professional abilities, the District does not guarantee that participation in education and training will entitle the employee to automatic advancement, a different job assignment, greater benefits or pay increases.

The District will reimburse for technical training that is directly related to the employee's job as approved by his/her immediate Division Director (i.e. F.W.P.C.O.A. courses, California courses, computer courses, etc.). Training provided by equipment vendors and seminars that are job related will be paid for and/or reimbursed by the District.

Reimbursement for college courses will be made using the following criteria:

- (1) Prior approval of the course must be obtained from the employee's supervisor, with an application for Educational Reimbursement Form pre-approved ([Education Reimbursement forms](#)).
- (2) A passing grade of 'C' or better must be obtained. (Copy to be submitted within 30 days of receipt).
- (3) Approved courses will be reimbursed in the same twelve-month period the courses are taken. Up to \$5,250 (or current IRS guidelines) can be used for education tax free, anything over the IRS limit will be taxed as compensation to the employee.
- (4) No Lab reimbursement.
- (5) Employee's work schedule and hours must be maintained by the employee without interference from the course of studies. In the event a course of study interferes with the employee's work schedule, the District will not reimburse the employee, thus each employee must schedule their course of studies, required reading, homework, field work, reports, and testing accordingly.

The cost of books will be reimbursed at 50% of their cost (receipt required). Parking Permits, lab fees, supplies, mileage, and other expenses are not subject to reimbursement. No reimbursement is provided if covered by Bright Futures, Florida Prepaid or a 527 plan is also used. NOTE: the reimbursement is subject to IRS limitation, and could subject the employee to Federal Income Tax on the reimbursement.

6 ON THE JOB

6.1 Access to Personnel Files

The District maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are public records and are open to inspection by anyone who desires access to these files. The District will follow the guidelines established in [Florida Statue 119](#), also known as the Public Records Law. Social security numbers and any other protected information will be redacted in accordance to the before mentioned law.

Medical Records are exempt from public records, and maintained confidential and are never subject to disclosure, unless specifically required by law.

Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review and copy their own personnel files in the District's offices and in the presence of an individual appointed by the District to maintain the files. Confidential information about other employees that may also be in a personnel file of an employee may be removed and/or redacted prior to and/or during review by the employee.

6.2 Personnel Records Update

To keep necessary District records up-to-date, it is extremely important that you notify Human Resources of any changes in:

- Name and/or marital status
- Address and/or telephone number(s) and/or email address
- # of eligible dependents
- W-4 deductions
- Person(s) to contact in case of emergency
- Such other information reasonably required for the District to maintain accurate personnel records.

Where required, appropriate documentation must be provided to effectuate the change.

6.3 Attendance, Punctuality and Dependability

Punctual and regular attendance is an essential responsibility of each employee at the District. Any tardiness or absence causes problems for fellow employees and supervisors. When an employee is absent, others must perform the work, which diminishes the efficient and effective functioning of the District. Employees are required to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule.

Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. The purpose of this policy is to promote the efficient operation of the District and minimize unscheduled absences. Any employee who fails to report to work without notification to his or her supervisor for a period of three (3) days or more will be considered to have voluntarily terminated their employment relationship.

6.3.A Types of Absence

Excused Absence occurs when all four of the following conditions are met:

- a. The employee provides sufficient notice to his or her supervisor (see section 6.3.B),
- b. The reason is found credible and acceptable by his or her supervisor
- c. Such absence request is approved by his or her supervisor, and
- d. The employee has sufficient accrued leave time to cover such absence. Employees must take earned leave time for every absence unless otherwise allowed by the District's policy (e.g. Leave of Absence policy, Bereavement policy, Jury Duty, etc.). The District uses a rolling calendar year when determining an excessive amount of unexcused absences.

No District employee may be absent more than three consecutive days from work unless those absences are an Excused Absence. Reasons for granting Excused Absences shall be, but are not limited to the following:

- e. Illness or injury of an employee;
- f. Illness, injury or death of a member of the employee's family;
- g. Court order, subpoena, or business with a court;
- h. Unavoidable travel delays or cancellations;
- i. Any conflict or extraordinary circumstance or event approved by the Executive Director;

Employees, who have three consecutive days of Excused Absences because of illness or injury, must provide the District proof of physician's care. The employee will be given FMLA paperwork to complete to see if the injury or illness qualifies for job protected leave of absence. If an illness or injury prevents an employee from performing their regularly scheduled duties, a physician's statement must be provided verifying

- a) The nature of the illness or injury;
- b) If and when the employee will be able to return to work, if applicable.
- c) Whether the employee is capable of performing their regularly scheduled duties, and if not, what duties the employee is capable of performing.

Once a physician has determined an employee is not capable of performing their regularly scheduled duties, the employee must verbally or write a request for accommodation. The accommodation request will be submitted to the employee's Division Director or Human Resources. The District will evaluate the request and notify the employee of the decision within five business days. Please refer to [Section 1.4. A](#), for the District policy on Requesting Accommodation.

Unexcused Absence is an absence for any other reason than those stated above. If an employee has an unexcused absence for three consecutive days, the employee will be considered as having voluntarily resigned as a result of job abandonment. Job abandonment occurs after three consecutive days of not reporting or notifying your immediate supervisor, Division Director, or Human Resources. The District may attempt to contact the employee by phone and e-mail after two days of unexcused absence. A District employee is allowed to have a maximum of 24 hours of unexcused absence in a rolling calendar year. If the employee exceeds the 24 hours of unexcused absence may lead to discipline up to and including termination.

An otherwise Excused Absence is not excused if the employee fails to notify the District of the impending absence up to one hour after the start of their regular work schedule at which the absence will occur. This failure to notify the District office of the reason for the absence will be counted as unexcused.

6.3.B Sufficient Notice

To be considered an Excused Absence as defined in (6.3.A), sufficient notice must be given to the supervisor. "Sufficient Notice" is:

- (1) For a scheduled absence of eight hours or more, employees must give a notice of one week (seven days).

- (2) For a scheduled absence of less than eight hours, employees must give a notice of two working days.
- (3) For an emergency absence occurring a) at the beginning of the employee's shift, employees must notify their supervisor within one hour after the beginning of their shift and b) during the employee's shift, employees must notify their supervisor prior to leaving the premises.
- (4) Your supervisor must approve any exceptions to this provision or any conflicts in scheduling.

Exempt Employees requiring vacation, sick or personal leave must turn in a leave sheet to either their immediate Division Director or the Executive Director (whichever is applicable) if the required leave is for a full day (i.e., eight hours) or more. Exempt employees are not required to submit a leave sheet for periods less than a full day.

6.3.C Tardiness

You are expected to report to work on time. If you can't report to work as scheduled, you must notify your Supervisor no later than 1 hour after your regular starting time. This notification does not excuse the tardiness but simply notifies your Supervisor that a schedule change may be necessary.

- (1) First Instance-Verbal Warning
- (2) Second & All Future Instances totaling Fewer Than 24 hours-Written Warning
- (3) At 24 Hours of Accumulated Unexcused Absences- employee may be subject to termination

6.4 Drug Testing

The District is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants will be asked to provide body substance samples (such as urine, blood and/or hair) to determine the illicit or illegal use of drugs and alcohol. See separate [District Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing Policy](#) for specifics.

6.4.A Reasonable Suspicion

Reasonable suspicion drug and alcohol testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. Alcohol testing is authorized only if the observations are made during, just preceding, or just after the work period. The alcohol breathalyzer test must be performed within the same time frame as outlined in post-accident situations.

6.4.B Post-Accident

A driver must submit to a post-accident drug and alcohol breathalyzer test when one or more of the criteria occur following a vehicle accident (The criteria applicable to this section can be found under forms). The post-accident drug test must be performed within 32 hours of the accident. The post-accident alcohol breath test should be performed within 2 hours of the accident but not to exceed 8 hours. For more information, see separate District Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing Policy.

6.5 Drug & Alcohol Abuse

Manufacturing, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on the District's premises is strictly prohibited. These activities constitute serious violations of

the District rules, jeopardize the District, and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. See separate District Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing Policy for employees that utilize a CDL for District purposes.

6.6 Anti-Nepotism Policy

The District wants to ensure that nepotism does not create situations, such as conflicts of interest or favoritism. Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if the new employee would likely:

- (1) create a supervisor/subordinate relationship with a family member;
- (2) have the potential for creating an adverse impact on work performance; or
- (3) create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, brother-in-law, sister, sister-in-law, step parents, step children, half-siblings, and cousins. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve conditions (1), (2) or (3) above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the District to which one of the employees will transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision within three business days, the District will decide which employee will remain employed and which employee will be terminated.

6.7 Romantic or Sexual Relationships

Consenting 'romantic' or sexual relationships between a supervisor and subordinate or co-workers may at some point lead to unhappy complications and significant difficulties for all concerned – the employee(s), the supervisor and the District. Any such relationship may, therefore, be contrary to the best interests of the District.

Accordingly, the District strongly discourages such relationships and any conduct (such as: dating between a supervisor and a subordinate or co-workers) that is designed or may reasonably be expected to lead to the formation of a 'romantic' or sexual relationship.

By its discouragement of romantic and sexual relationships, the District does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship should develop, it shall be the responsibility and mandatory obligation of the supervisor and/or employee to promptly disclose the existence of the relationship to Human Resources.

The District recognizes the potential ambiguity of and the variety of meanings that can be given to the term 'romantic'. It is strongly encouraged, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The supervisor shall inform the District's Executive Director, Human Resources, and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee's work assignments.

Upon being informed or learning of the existence of such a relationship, the District may take all steps that it deems appropriate. At a minimum, the employee and supervisor will not thereafter be permitted to work together on the same matters if a transfer is available (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participations in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor has or has had such a relationship.

In addition, and in order for the District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the Executive Director or Human Resources.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

6.8 Violence in the Workplace

The District strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Calling 911 should not be delayed for misconduct involving bodily harm or the imminent threat of bodily harm to a victim. Any instances of violence or threats of violence must be reported to the employee's supervisor and/or Human Resources. All complaints will be fully investigated. The District will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

6.9 Accidents and Emergencies

Maintaining a safe work environment requires the continuous cooperation of all employees. The District strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues. All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on District premises. Employees should contact their supervisor, the nearest supervisor, and/or call 911 in the event of an accident or emergency. Employees should call 911 first in the event of an accident or emergency involving a member of the general public, so as not to delay the involvement of a trained first responder.

If an employee is injured on the job, the District provides coverage and protection in accordance with the Workers' Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify Human Resources and/or Safety Training & Compliance Officer. See Safety and Compliance Officer for further information, and also refer to [4.11.A Reporting an Accident](#) for reference to policy.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Workers' Compensation Insurance.

6.10 Open Door Policy

The District promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources, the employee's Division Director and/or the Executive Director are available for consultation and guidance. The District is interested in all of our employees' success and job satisfaction with the District. The District welcomes the opportunity to help employees whenever feasible.

6.11 Solicitations, Distributions, and Use of Bulletin Boards

Employees may not solicit any other employee during working time, nor may employees distribute literature in work areas at any time without prior consent. Persons not employed by the District may not solicit the District employees during the employees' active work time for any purposes on the District premises.

6.11.A Bulletin Boards

Bulletin boards maintained by the District are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning District business;
- Announcements of a business nature which are equally applicable and of interest to employees, as determined in the sole discretion of the District.

All posted material must have authorization from the supervisor. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices.

6.12 E-mail and Internet Policy

Every District employee is responsible for using the electronic mail, including texting, instant messaging, and other means of electronic communications (collectively referred to herein as "E-mail") system properly and in accordance with this policy. Any questions about this policy should be addressed to Information Services.

The E-mail system is the property of the District. It has been provided by the District for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of the District. The E-mail system is to be used for District purposes only. Use of the E-mail system for personal purposes during the employees' active work time is prohibited. Employees have no right of personal privacy in any matter stored in, created, received, or sent over the District E-mail system.

The District as owner of the E-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete (subject to public records laws) any matter stored in, created, received, or sent over the E-mail system, for any reason and without prior notice or the permission of any employee. By using these systems, employees waive any and all privileges with respect to any and all information, communications, files and records transmitted through and residing on these systems.

Even if employees use a password to access the E-mail system, the confidentiality of any message stored in, created, received, or sent from the District's E-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish the District's rights to access materials on its system, or create

any privacy rights of employees in the messages and files on the system. Any password used by employees must be disclosed to the District as E-mail files may need to be accessed by the District in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system, and may violate public records laws. All E-mail messages are stored on a central back-up system in the normal course of data management.

Even though the District has the right to retrieve and read any E-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the District management.

The District's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline, including termination. Therefore, no E-mail messages should be created, sent, or solicited if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law, or contain material in violation of the District's personnel procedures.

The E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, confidential public records, or similar materials without prior authorization from the District management. Employees, if uncertain about whether certain information is copyrighted, proprietary, confidential public records, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult District management.

Since District E-mails and computer files are public records, they should not be deleted or destroyed without authorization from employee's supervisor that said E-mails and/or computer files are backed up and preserved elsewhere by the District as public records. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Any employee who discovers misuse of the E-mail system should immediately contact his/her supervisor. Violations of the District E-mail policy may result in disciplinary action, including termination. The District reserves the right to modify this E-mail policy at any time, with or without notice.

6.12.A Internet Use Policy

Employee's use of the Internet is governed by this policy and the E-mail Policy

Certain employees may be provided access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, E-mail can provide excellent means of communicating with other employees, our customers and clients, outside vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment.

If an employee abuses their privilege to use the Internet, it will be taken away from that employee. In addition, that employee may be subject to disciplinary action, including possible termination, and civil and criminal liability.

The District is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains more than a trillion pages of information. Users are cautioned

that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an E-mail address on the Internet may lead to receipt of unsolicited E-mail containing offensive content. Users accessing the Internet do so at their own risk.

Employees shall have no expectation of privacy in using the Internet, and the District has the right to monitor computer usage and block inappropriate content. This Internet policy may be amended or revised from time to time as the need arises. Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the District's computer system constitutes consent by the user to all of the terms and conditions of this policy.

6.13 Employer Information and Property

Protection of District business information, property and all other District assets are vital to the interests and success of the District. No District related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of the District) may, therefore, be removed from the District's premises.

In addition, when an employee leaves the District, the employee must return to the District all of the District's related information and property that the employee has in employee's possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies.

Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including discharge.

6.14 Cell Phones

The District supplies a cell phone to numerous employees, because a District issued cell phone is a critical tool in today's workplace. Employees are encouraged to exercise caution to use their cell phone, like all tools, appropriately. To place a call or receive a call, you **MUST** pull off the road (when you safely can). Text messaging and similar acts of intricately engaging a cell phone (e.g., posting to social media) while driving is dangerous and strictly prohibited. The employee's first responsibility is to drive safely. Special care should be taken in adverse driving conditions including hazardous weather and heavy traffic situations. When an employee stops to make a call they should take extra precaution, as parked callers may become victims of accidents or theft. District issued phones are the property of the District and should only be used for District business.

6.15 Voice Mail Policy

The Voice Mail System is the property of the District. It has been provided by the District for use in conducting company business. Employees should use a professional and courteous greeting on their Voice Mail boxes so as to properly represent the District to outside callers.

All District phones should have the appropriate message: "You have reached "Your Name" 'your job title' with the Loxahatchee River District. I am unable to answer your call at this time, but if you leave your name and number I will get back to you as soon possible. Thank you!"

6.16 Use of District Equipment

The District provides supplies, uniforms, equipment, automobiles and materials necessary for each employee to perform their job. These items are to be used solely for District's purposes. Employees are expected to exercise care in the use of District equipment and property and use such property only for authorized purposes. Loss, damages or theft of District property should be reported at once. Negligence in the care and use of District property or theft may be considered grounds for discipline, up to and including termination. Upon termination of employment, the employee must return all District property, uniforms, equipment, work product and documents in employee's possession or control.

6.16.A Use of Company Vehicles

Only employees with an unrestricted, current Florida driver's license may operate the District vehicles or other vehicles used to conduct District business. District vehicles may only be used for authorized District business. Any employee operating a District vehicle must do so in a safe manner.

Any employee operating a District vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner is subject to immediate termination. The District has the right to search any District vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to District vehicles.

6.16.B District Vehicle GPS System

District vehicles are also equipped with Fleet Tracking and GPS systems to monitor location, speed, and inertia. The District utilizes this technology for employee safety, coordination efficiency, loss prevention, liability protection, and asset location.

Tampering with any Fleet Tracking or GPS system in a District Vehicle or asset is prohibited and may subject employees to disciplinary action up to and including termination.

A Driver's Evaluation Form will be used as many times a year as the District deems necessary to ensure that all drivers and potential drivers of District vehicles and equipment possess a valid State of Florida driver's license applicable to their position, and maintain a driving record which meets or exceeds minimum District driving standards.

- Dismissal, demotion and/or suspension can occur if the employee is found to have an unauthorized person(s) riding in a District vehicle.
- The District mandates employees comply with the State Law regarding the use of Seat Belts when in a District vehicle.
- The District wants the employee to think 'safety first', and only use their cell phones when pulled off the road. Text messaging and similar acts of intricately engaging any cell phone (e.g., posting to social media) while driving is dangerous and strictly prohibited while driving District vehicles.

6.16.C Vehicle Repair and Preventative Maintenance

The following procedure will ensure proper documentation and timely repair of District vehicles:

- (1) When the vehicle has a problem, fill out a (work order request form) identifying the problem and forward the request to the Operations Division for a work order to be generated. A work order and purchase order will be issued to correct the problem.
- (2) The work will be scheduled to be completed by the appropriate subcontractor.

- (3) Upon work completion, forward the subcontractor receipt to the Purchasing Agent and the completed work order to Operations.

Preventative maintenance schedules for District vehicles are automatically identified by the computer software program. Work orders generated by the program are forwarded to the appropriate supervisor or employee responsible for the vehicle. The work order will identify the task to be performed. The supervisor, employee and Purchasing Agent may coordinate the work with the appropriate subcontractor to have the task completed.

- (1) Preventative maintenance is identified and completed on the weekly vehicle checklist. Completing this form by recording mileage or hours and documenting all maintenance tasks performed will allow the computer to automatically generate oil change work orders every 3,000 miles or every 40 hours for diesel engines.
- (2) Turn in weekly checklists on the last Monday of each month for timely input into the computer.

6.16.D Telephone Use

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times. Although the District realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on District phones.

6.16.E Postage Machine

There is restricted use of the District's postage machine. Employees that need postage are required to reimburse the District for any postage resulting from their personal use.

6.16.F Mail

Every effort will be made to follow Postal Service Laws regarding personal mail being delivered to the District office. However, employees should endeavor to ensure personal mail is directed to their home or another non-work address.

6.17 Internal Investigations and Searches

From time to time, the District may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so. In turn, the District will make a reasonable effort to conduct workplace monitoring in an ethical and respectful manner. Employees should be mindful that wherever necessary, in the District's discretion, work areas and personal belongings may be subject to search without notice. Examples include: desks, lockers, file cabinets, handbags and briefcases. Employees should not bring items to work that might cause embarrassment or lead to disciplinary action if discovered.

6.18 Security

The District wishes to maintain a work environment that is free of illegal drugs, controlled substances, alcohol, firearms (in accordance with applicable law), explosives, other improper materials, credit card fraud, and computer piracy. To this end, the District prohibits the possession, transfer, sale, or use of such materials on or off its premises, with the exception of controlled substances in the dosage amount prescribed by a doctor that are medically necessary to dose during employee's time at work that do not impair the employee's job duties. Controlled substances that do not meet the above conditions shall not be brought to work. The District requires the cooperation of all employees in administering this policy.

Desks, lockers, computers, cell phones, lap tops and other storage devices may be provided for the convenience of employees, but remain the sole property of the District. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the District at any time, either with or without prior notice.

The District likewise wishes to discourage theft, fraud or unauthorized possession of the property of employees, the District, visitors, and customers. To facilitate enforcement of this policy, the District or its representative may inspect not only desks, computers, cell phones, lap tops and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the District's premises.

6.19 Smoke Free Workplace

All individuals are prohibited from smoking in any enclosed indoor workplace at the District in accordance with Florida law.

"Simulated Smoking Device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe or other tobacco product.

"Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, simulated smoking devices, and any other lighted tobacco product.

"Tobacco products" include, but are not limited to, cigarettes, cigars, chewing tobacco and pipe smoking.

"Enclosed indoor workplaces" include any place that is predominantly or totally bounded on all sides and above by physical barriers. Predominately generally refers to coverage of more than 50%.

Employees are prohibited from smoking during their active work time regardless of the location. Employees unsure of the designated outdoor location provided for smoking during breaks and non-work time should consult their supervisor.

Employees who witness individuals smoking in an enclosed indoor workplace must request the individual immediately extinguish the smoking device. If the employee is not comfortable confronting another employee or a citizen about the violation, he or she should immediately seek assistance from his or her supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking on District property while on paid time, except in designated areas. Smoking is further prohibited in all District vehicles.

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination.

6.19.A Quit Smoking Assistance Program

To assist with the Smoke Free Workplace policy, the Loxahatchee River District is willing to support an employee who wants to give up smoking. The program that the District has put together is a one-time offer with reimbursement incentives available for the first 3 months of treatment.

To enter into this program, you will need to:

- (1) Notify Human Resources of your interest.
- (2) Then, whether you choose the nicotine gum or patch, the District will reimburse you 50%, (upon submittal of your receipt).

6.20 Safety

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the District has established a workplace safety program. The Safety Training & Compliance Officer has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The District provides information to employees about workplace safety and health issues through regular internal communication channels such as operations meetings, bulletin board postings, memos, or other written communications. A safety team has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the Safety Training & Compliance Officer, their supervisor or the Division Director. Reports and concerns about workplace safety issues may be made anonymously to the Safety Training & Compliance Officer and/or the Executive Director if the employee wishes. All reports can be made without fear of retaliation.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report unsafe conditions to the Safety Training & Compliance Officer. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Safety Training & Compliance Officer or their supervisor or Division Director. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

6.20.A Safety shoe reimbursement

- The shoe must be labeled with ASTM standards confirming safety toe requirements for impact and compression. For the Lab only, a closed toed, leather Deck shoe will also be accepted.
- The shoe must be presented to the Safety Training & Compliance Officer to verify compliance, and obtain reimbursement authorization.
- A receipt and reimbursement authorization must be provided to the District Purchasing Agent for the reimbursement of the cost of the shoe up to a maximum limit of \$100.00 per calendar year. The District does not reimburse tax or freight charges.
- Static Dissipative (SD) footwear must not be worn by any employee working with or in close proximity to electricity.

6.21 Visitors in the Workplace

Only authorized visitors are allowed in District workplaces. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. All visitors should enter the District at reception areas. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

For additional security, the District's Admin gate will be locked during non-business hours (before 7:30 am and after 5:15 p.m. on weekdays, weekends and holidays). District employees should use their identification badges to obtain access to the District during these times. Safety Cameras have been installed at the two main gates. They record your comings and goings by visually recording your face and license plate.

When an unidentified person is found on District property, the procedure will be to gather a description of the individual(s) and mode of transportation, if applicable. This information is to be called into the Palm Beach County Sheriff's Office (PBSO) via 911 or the North County Dispatch of PBSO at 561-688-3000. If you, the identifying employee, deem the individual(s) as no threat, you are to approach and, so long as the approach does not place you in danger, ask for identification (i.e., driver's license, identification card) and annotate the information on an incident report to be distributed through your chain of supervision. When you approach an unknown individual:

- (1) Maintain a safe distance of at least three steps (10 feet) between yourself and the person you are addressing.
- (2) Be persistent in your questioning.
- (3) Do not be easily dismissed. An intruder may give you a brief explanation and just keep on going. (For example: "Sir, may I help you?" "No thanks, I'm fine.")

It is important to be alert for the following suspicious behaviors;

- Nervous behavior, evasive attitudes, or undue concern with privacy by guests or visitors.
- Attempts to gain access to restricted areas.
- Individuals taking notes, pictures, or videos of facility.
- Unattended or suspicious vehicles. Abandoned vehicles may be used to hide suspicious or stolen items
- Changes in vehicle patterns. Common vehicles such as mail trucks, delivery trucks, buses, or taxis may be suspicious during certain times of day – for example, a second mail delivery, an idle delivery truck, a bus on a different route, or a taxi circling the building numerous times.

6.22 Children in the Workplace

Due to the nature of the District's business and the very real potential for harm, no District employee shall bring their children onsite during or after normal work hours. Any emergency circumstances need prior approval from the Executive Director.

6.22.A District Family Day's

At the discretion of the Executive Director an annual District Family day may be held to promote comradery among employees and their families and foster a sense of family pride in the excellent work District staff accomplish on a daily basis.

6.23 Shot Program

FL Blue has confirmed that shots for Hepatitis C, A, and B are covered as long as the patient is at risk (i.e. job, age, etc.). The Doctor would need to show medical necessity in order for it to be covered. The employee would have to take a copy of their job description with them to their appointment.

Scheduling for shots must be done through the District's Safety Officer in case follow-up shots are required, the Safety Officer will provide you a reminder. You will pay for it and bring in the receipt.

Palm Beach County Health Unit - Hepatitis:

For an appointment, please call 561-625-5180

Hours are: 8 am – noon and then 1:30 pm to 3: 15 pm

Hepatitis shots can also be administered by Jupiter Medical Urgent Care by calling 561-263-7010.

Tetanus Shots: Bring bill to Human Resources and the District will reimburse once every 10 years.

6.24 Weapons in the Workplace

The District complies with [Florida Statute 790.251](#) in regards to weapons and firearms in the workplace. Employees may not, at any time while on any property owned, leased or controlled by the District, including anywhere that the District's business is conducted, such as consultants locations, trade shows, restaurants, District event venues, and so forth, possess or use any type of weapon not approved by the Executive Director. Unapproved Weapons include, but are not limited to; guns, swords with blades over twelve inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Any type of weapon, as defined above must remain locked inside the employee, customer, and/or guest private motor vehicle while on or using District property. Possession of a weapon can be authorized by the District's Executive Director to allow security personnel or a qualified/trained employee to have a weapon on District property, when this possession is deemed acceptable and/or an improvement to the safety and security of District employees. Only the Executive Director, or his or her designee, may authorize the carrying of or use of a weapon on District property.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

6.25 Hurricane

Hurricanes are an inevitable part of living in Florida. In the event a hurricane or tropical storm is projected to impact the District's service area, employees should consult the [District's Hurricane Plan](#) and be in close contact with their Supervisor. Upon reaching [EMCON](#) (Emergency Operations Condition) 4, i.e., the emergency period is imminent, all non-essential staff will be relieved of duty. Only District personnel shall remain on District property – no family members or pets are allowed to be on District property. Upon reaching EMCON 5, i.e., immediately following the emergency period, all employees are to contact the supervisor as soon as reasonably possible. Upon reporting for regular duty, expectations and assignments will be provided by your Supervisor, Division Director, or the Executive Director.

6.26 Emergency Closings

At times, emergencies such as severe weather, fires, power failures, threats of terrorism, and etc., can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, a supervisor will notify all employees.

In cases where the Executive Director does not authorize an emergency closing, employees who fail to report for work will not be paid for the time off. Employees in essential operations may be asked to work on a day when operations are officially closed. We encourage all employees to report for duty and return to work as soon as possible.

6.27 Recycling

The District supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on our environment.

6.28 Personal Appearance

The District supplies 6 standard uniforms consisting of either short sleeve shirts, long sleeve shirts, shorts and pants, to applicable Divisions, in any combination the employee so chooses, all to be cared for by the employee. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against spills and hazards.
- Mustaches and beards must be clean, well-trimmed, and neat. It is recommend no mustache or beard for those employees that may have to use a SCBA.
- Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, or dangerous to job performance.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, are not professionally appropriate and must not be worn during business hours.
- Torso body piercing with visible jewelry that can be seen through or under clothing must not be worn during working hours.

Also, please reference the [District's Uniform Policy](#) for complete guidance for your appropriate work attire.

6.28.A Casual Days

The following information is intended to serve as a guide to help define appropriate casual business wear for all employees during designated casual days at the District. Each supervisor will advise you if it is appropriate for your Division to participate.

Our primary objective is to have employees project a professional image while taking advantage of more casual and relaxed fashions. Casual dress offers a welcome alternative to the formality of typical business attire.

However, not all casual clothing is appropriate for the office. This list is not intended to be all-inclusive. Examples of inappropriate clothing items that should not be worn on casual days:

- Jeans that are excessively worn, faded or severely torn
- Sweatpants
- Warm-up or jogging suits and pants
- Short shorts
- Bib overalls
- Spandex or other form fitting pants or shorts
- Spaghetti-strap dresses or shirts, unless worn under a blouse or jacket
- T-shirts or sweatshirts with any messages or images
- Tank Tops, unless worn under a blouse or jacket
- Halter Tops, unless worn under a blouse or jacket
- tops with bare shoulders, unless worn under a blouse or jacket
- Visible undergarments
- Slippers or flip flops
- Costumes (except for Halloween)

Employees who report to work inappropriately attired will be asked to leave work to change clothes and will be required to use vacation time to do so.

7 Termination of Employment

7.1 Immediate Dismissals/Misconduct

The District maintains employment at-will with each of its employees and may separate employment without notice or cause. Notwithstanding, any employee whose conduct, actions or performance violates or conflicts with the District's policies may be disciplined up to and including being terminated immediately and without warning. You are required to sit down immediately with your Supervisor and Division Director to explain the violation(s) that have occurred. While the District may follow a progressive discipline model, employees may be terminated upon the first offense. The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a drug related felony
- Not reporting when convicted of a felony
- Willful violation of an established policy or rule
- Falsification of District records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work
- Larceny or unauthorized possession or use of property belonging to any co-worker, visitor, customer of the District, or the District
- Possession of unauthorized dangerous weapons on District premises (District owned property, buildings or vehicles).
- Unauthorized possession, use of, copying of any records that are the property of the District
- Excessive absenteeism or tardiness
- Marring, defacing or other willful destruction of any supplies, equipment or property of the District or theft of such
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Violation of the District's Conflict of Interest/Outside Employment Policy
- Leaving work without authorization during work hours
- Sleeping on duty
- Having unauthorized people riding in a District vehicle
- Falsification of timekeeping records
- Smoking in prohibited areas
- Possession, distribution, sale, transfer, or use of alcohol, controlled substances or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Prior use, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer, classification change, pay increase, or character of work. Or use of such influence to by-pass District chain of command
- Either during or after hours wearing of your District uniform in an inappropriate place of business
- Unsatisfactory performance
- Unsatisfactory conduct including profane tirade against your supervisor or fellow employee
- Violation of personnel policies
- Unauthorized use of telephones, cell phones, E-mail system, Internet system or other employer-owned equipment
- Sexual or other unlawful or unwelcomed harassment
- Violation of safety or health rules
- Violation of the District's Security Policy
- Illegal/Unethical Behavior on or off District property
- Disrespectful conduct towards a Supervisor, Division Director, or Executive Director
- Threatening or engaging in violence in the workplace

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This list is intended to be representative of the types of activities that may result in immediate termination of employment. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the District.

7.1.A Gross Misconduct

In the event of dismissal for Gross Misconduct, (Acts of Gross Misconduct are intentional, wanton, willful, deliberate, reckless, or deliberate indifference to an employer's interest, whether on or off District property, whether during or after work hours), all benefits end at the end of the month. COBRA may not be available to anyone dismissed from the District for Gross Misconduct.

7.2 Dismissals Other Than Immediate Termination

All employees are expected to meet the District's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the District's policies and procedures.

If an employee does not meet these standards, the District may, under appropriate circumstances, take corrective action other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement, such as poor work performance, attendance problems, personal conduct, general compliance with the District's policies and procedures and/or other disciplinary problems.

7.3 Problem Resolution

The District is committed to providing a collaborative and constructive workplace for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the District supervisors and management. The District strives to ensure fair and honest treatment of all employees. Supervisors, Division Directors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the District in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs where employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following Problem Resolution Procedure:

- (1) Employee presents problem to immediate supervisor within 30 calendar days after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Human Resources or Executive Director.
- (2) Supervisor responds to problem during discussion within 30 calendar days, after consulting with appropriate management, when necessary. Supervisor documents discussion and decision.
- (3) If necessary, employee presents problem to Executive Director in writing.
- (4) Executive Director reviews and considers problem. Executive Director informs employee of decision within 30 calendar days, and forwards copy of written response to Human Resources for employee's

file. The Executive Director has final authority to make adjustments deemed appropriate to resolve the problem.

The employees may discontinue the procedure at any step.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual perspectives can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure job performance, safety, security and satisfaction.

7.3.A Written Warnings

When an employee's workplace performance, including attendance, punctuality, personal conduct, job proficiency and general compliance with the District's policies and procedures, is deemed unsatisfactory, the employee's supervisor or Division Director may discuss the problem and present a written warning to the employee. The warning should clearly identify the problem and outline a course of corrective action within a specific time frame.

The employee should clearly understand both the corrective action and the consequence (i.e., up to and including termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments of his/her own before signing it. A record of the discussion and the employee's comments should be placed in the employee file by Human Resources.

Employees who have had formal written warnings are not eligible for salary increases, bonus awards, promotions or transfers during the warning period. Nothing in this policy requires the District to utilize a written warning or other lesser levels of discipline before initiating a termination.

7.4 Progressive Discipline

The purpose of this policy is to state the District's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure comes from good leadership and fair supervision at all employment levels.

The District's best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct a problem, prevent recurrence, and prepare the employee for competent, safe, secure and satisfactory service in the future.

Although employment with the District is based on mutual consent and both the employee and the District have the right to terminate employment 'at will', with or without cause or advance notice, the District may use progressive discipline in certain circumstances as determined by the District.

Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to certain disciplinary problems, these steps may be followed in the District's sole discretion:

- (1) Verbal Warning- Supervisor verbally counsels an employee about an area of concern, and a written record is placed in the employee's file for reference

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- (2) Written Warning- Supervisor conducts written warning for employee's behavior that has been considered serious or where verbal warnings have not changed unacceptable behavior. Written warnings are placed in the employee's file
- (3) Performance Improvement plan- Supervisor determines that employee has demonstrated the inability to perform assigned work responsibilities efficiently or a disciplinary situation has not been readily resolved. The Supervisor will set a predetermined amount of time, not to exceed 180 days, the employee will be in an Performance Improvement plan. Within this time period, the supervisor will conduct informal and/or formal meetings with the employee to discuss relative performance, and employee must demonstrate a willingness and ability to meet and maintain the conduct/work outlined by the supervisor. At the End of the performance improvement period the supervisor will formally meet with the employee and either close the improvement plan or if established goals are not met employee will be terminated from the District. The improvement period does not alter the at-will nature of employment.
- (4) Suspension with or without pay
- (5) Termination

The District recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in other situations, termination of employment, without going through any progressive discipline steps.

If more than 1 year has passed since the last disciplinary action, the process will normally start over (if used).

While it is impossible to list every type of behavior that may be deemed a serious offense, the Immediate Dismissal/Misconduct policy includes examples of problems that may result in immediate suspension or termination of employment.

By using progressive discipline in certain circumstances, the District strives to have most employee problems corrected at an early stage, benefiting both the employee and the District.

7.5 Resignation

When an employee decides to leave for any reason, the District would like the opportunity to discuss the resignation before final action is taken. The District may find during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the District with a written two (2) week advance notice period. Vacation days or sick days may not be included in the two (2) week notice period.

The District will only compensate employees for earned unused vacation and sick leave (when applicable) when the employee works throughout the notice period, and is not terminated for gross misconduct or cause. If the employee is terminated for gross misconduct or cause, earned unused vacation will be forfeited. If the employee's supervisor or District management determines it is better for the employee to leave prior to the end of the employee's two (2) week notice, the employee may be paid for the remainder of that period and may be compensated for unused vacation and sick time according to policy.

7.6 Dismissals

Every District employee has the status of 'employee-at-will', meaning that no one has a contractual right, express or implied, to remain in the District employ. The District may terminate an employee's employment, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time

for any reason. No supervisor or other representative of the District (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

7.7 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- (1) Resignation – voluntary employment termination initiated by an employee. Any employee wishing to leave the District in good standing shall file with his/her Division Director at least two (2) weeks before leaving, a written resignation stating the date the resignation shall become effective and the reason for leaving.
- (2) Discharge – involuntary employment termination initiated by the organization.
For example:
 - Employee convicted of a felony that makes the employee unfit for the position.
 - Employee failure to pass a random/suspicious drug test including DOT and/or failure to successfully complete the substance abuse program and follow up testing.
- (3) Layoff – involuntary employment termination initiated by the organization for non-disciplinary reasons.
- (4) Retirement – voluntary employment termination initiated by the employee meeting age and length of service.

Since employment with the District is based on mutual consent, both the employee and the District have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Unauthorized absence from work for a period of three (3) working days may be considered by the supervisor as a voluntary resignation by the employee. Division Directors shall forward all notices of resignation to the Executive Director immediately upon receipt.

7.8 Post Resignation/Termination Procedures

7.8.A Exit Interview

The District will generally schedule an exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the District, or return of the District-owned property. Suggestions, complaints, and questions can also be voiced by the employee. Human Resources is responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of District property including:

- (1) Picture Identification Card
- (2) Office Keys
- (3) Company-issued credit cards
- (4) Company manuals
- (5) Uniforms (Where permitted by applicable laws, the District will withhold from the employee's final paycheck the cost of any items that are not returned when required)
- (6) Any additional Company-owned or issued property

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In order to receive a disbursement of any amounts due from the Retirement Plan, the employee is required to complete and sign a distribution form. Specific information will be provided at the exit interview.

Employees may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA. Specific information will be provided at the exit interview.

7.8.B Name Clearing Meeting

In the event of an involuntary termination, the employee may be provided reasons for termination. When the document providing reasons for the termination has the effect of stigmatizing the employee's reputation, and where the employee claims that such reasons are untrue, the employee shall be provided notice of the opportunity to request a "Name Clearing Process."

The purpose of a "Name Clearing Process" is to allow the employee an opportunity to tell his or her side of the story and respond to the charges leading to the termination. The Name Clearing Process is not an appeal of the termination or an opportunity to gain reinstatement. At or prior to the meeting, the employee has an opportunity to provide his or her position in writing so that it may be included in the personnel file and made part of the record open to the public under Florida's public records laws. An employee may provide this statement in lieu of or in addition to attending the Name Clearing Process meeting.

To request a "Name Clearing Process", employees must deliver the request to Human Resources in writing within 10 calendar days of the date of their termination. A meeting may be provided by the District within 10 business days of receipt of the employee's request for such a meeting. No such meeting will be held if a written request is not timely delivered by the employee. The employee may provide witness statements at or prior to the meeting. The meeting will be held before the Executive Director, Human Resources, and Division Director of terminated employee.

7.8.C Return of Property

Employees are responsible for all the District property, materials, or written information issued to them or in their possession or control. Employees must return all District property immediately upon request or upon termination of employment. Where permitted by applicable laws, the District may withhold from the employee's check or final paycheck(s) the cost of any items that are not returned when required. The District may also take all actions deemed appropriate to recover or protect its property.

7.8.D Benefits

Benefits (Life, Medical and Dental) end on the last day of the month in which your last day of employment falls. An employee, unless dismissed for gross misconduct, has the option to convert the individual life insurance, and/or to continue Medical/Dental Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations.

7.8.E Final Paycheck

The final paycheck(s) can be mailed during the next normal pay period or may be available at the exit interview.

7.8.F Retirement Plan

If an employee is in the retirement plan, information regarding this plan or moving money out of this plan will be provided at the exit interview.

7.8.G Sick Leave upon Resignation

Upon resignation, retirement, permanent disability, or death, employees who have a minimum of three (3) years of continuous full-time employment with the District shall be paid for the total accrued, unused sick time balance as follows:

With 3 – 8 years of service	25% conversion, but not greater than 16 days
With 8 – 15 years of service	35% conversion, but not greater than 40 days
With 15 or more years of service	50% conversion, but not greater than 75 days

7.9 COBRA

COBRA is a continuation of the District's Health and Dental insurances offered to Full Time Employees that have been employed with the District for more than 60 days. Former District Employee's will have to pay for the coverage of COBRA, and the user will also be charged a 2% handling fee. Normal COBRA benefits are extended for 18 months.

7.10 Death

In the event of the death of an employee, the last date of employment shall be the date of death. Any wages or travel expenses due through the date of death shall be payable to the wife or husband of the employee. If there is no spouse, then such amounts are paid to the child or children, provided the child or children are over the age of 18 years. If there is no child or children, then such amounts are payable to the father or mother. If there is no father or mother, such amounts shall be payable to the estate of the employee. For purposes of calculating the payment of wages due, the District shall also make payment on any accrued and unused vacation and sick leave in accordance with those policies in effect on the date of death.

8 Recent Policy Updates

2016

• 1.2 Equal Employment Opportunity Policy Statement	updated	08/25/2016
• 1.3 Non Discrimination and Anti Harassment	updated	08/25/2016
• 1.5 Genetic Information Nondiscrimination Act of 2008	added	08/25/2016
• 1.12 Whistleblower Policy	updated	08/25/2016
• 2.8.D Regular Full-Time	updated	08/25/2016
• 2.8.E Regular Part-Time	updated	08/25/2016
• 2.8.F Temporary/Seasonal Employees	updated	08/25/2016
• 2.11 Performance Evaluation	updated	08/25/2016
• 3.2 Work Schedules	updated	08/25/2016
• 3.4 Meal Periods	updated	08/25/2016
• 3.5 Breaks	added	08/25/2016
• 3.6 Overtime	updated	08/25/2016
• 3.7 Clarification of On Call	updated	08/25/2016
• 3.9.E.Reinstated Employees	updated	08/25/2016
• 3.13 Improper Deduction	updated	08/25/2016
• 4.7.A Jury Duty Time Off	added	08/25/2016
• 4.9. Military Leave	updated	08/25/2016
• 4.10 FMLA	updated	08/25/2016
• 4.11.A Reporting an Accident	added	08/25/2016
• 4.14 Domestic Violence Leave	added	08/25/2016
• 6.3.A Types of Absence	updated	08/25/2016
• 6.16.B GPS Policy	added	08/25/2016
• 6.19 Smoking Policy	updated	08/25/2016
• 6.22 Children in the Workplace	updated	08/25/2016
• 7.8.B Name Clearing Meeting	added	08/25/2016
• 7.10 Death	added	08/25/2016

2015

• 1.5. Conflict of Interest and Outside Employment Statement	updated	2/16/15
• 1.7.A. Reporting of Gifts	updated	2/16/15
• Full-Time	updated	2/16/15
• 2.7. Immigration Law Compliance	updated	2/16/15
• 3.3. Payment of Salary	updated	2/16/15
• 4. Overtime Pay	updated	2/16/15
• 3.5. Time Records	updated	2/16/15
• 3.12. Business Travel Expenses	updated	2/16/15
• 4.1. Vacation	updated	7/1/15
• 4.3. Bereavement Leave	updated	2/16/15
• 4.7.D. Intermittent or Reduced Work Schedule Leave	updated	2/16/15
• 5.3.A. Affordable Care Act-(ACA)	added	1/28/15
• 6.12.A. Use of Company Vehicles	updated	1/28/15
• 6.20. Shot Program	updated	4/15/15

9 Forms

HR Forms:

[Personnel Data Change](#)

[FMLA Eligibility & Rights](#)

[Employee Benefit Highlight Book](#)

[Emergency Contact Form](#)

[Harassment Complaint Form](#)

Payroll Forms:

[Direct Deposit Authorization form](#)

[2016 W-4](#)

[Education Reimbursement forms](#)

[Paycheck Codes](#)

Safety:

[Accident Report Form](#)

[First Report of Injury for WC-DWC-1](#)

10 Links to additional District Policy

[Uniform Policy](#)

[District GPS Policy](#)

[Tuition Reimbursement Guidelines](#)

[Security Policy](#)

[District Vehicle Accident Policy](#)

[DOT Drug Test Policy](#)

[Drug Free Workplace](#)

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 Construction started – July 26, 2016	2013
9	Little Oaks/River Oaks	73	Notified Owners – September, 2011 Notice of Intent to Assess – April, 2014 Notified to Connect – March, 2016 Final Asmt. – September, 2016	2015
10	Turtle Creek Phase I	29	Notified Owners – September 2012 Engineering Study Complete – May, 2015 Notice of Intent – February, 2016 Award of Contract – August, 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	Notified Owners – September 2012	
10	Turtle Creek Subsystem 2	28	Notified Owners – September 2012 Preliminary Design Complete – March, 2016 Preference Survey – July, 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. Complete – July, 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 Notified to Connect – February, 2016 Variance requested – May, 2016	2012
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	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 Award of Contract – August, 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	3831 Beacon Hill Rd	1	Notified Owner – January, 2015 Notice of Intent – January, 2016 Notified to Connect – June, 2016 Final Asmt. – September, 2016	2016
G	10828 Whispering Pines Trl-MC	1	Notified Owners – October 2012 Notice of Intent – January, 2016 Construction Start – July, 2016	2016
G	Hyland Terr Properties Services-MC	9	Notified Owners – October 2012 Notice of Intent – January, 2016 Construction Start – July, 2016	2016
G	SE Linden St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Construction Start – July, 2016	2016
G	SE Pine Grove St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Construction Start – July, 2016	2016
G	SE Harken Terr Ph I-MC	7	Notified Owners – October 2012 Notice of Intent – January, 2016 Construction Start – July, 2016	2016
G	SE Harken Terr Services-MC	2	Notified Owners – October 2012 Notice of Intent – January, 2016 Construction Start – July, 2016	2016
H	6367 197 th Pl N	1	Notified Owner – June, 2016	2017
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 In-house Design – August, 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 Notice of Intent to Assess – August, 2016	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 Petition to evaluate received-April, 2016 Engineering preparing costs	2018
I	Chippewa Street	6	Notified Owners – January, 2014 Petition received – April, 2016 Feasibility Letter LPSS/Gravity – July, 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	171 st Street Martin Co.	7	*Private Road In House Design Owners notified October, 2012	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

CURTIS L. SHENKMAN

Board Certified
Real Estate Attorney

BROOKE A. GROGAN

Personal Injury & Litigation

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September 6, 2016

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE

AND FAMILY LAW

KAREN M. B. LOPATOSKY
SENIOR PARALEGAL
MINDY VASSER, SECRETARY

PERSONAL INJURY

ROBIN B. MODLIN, CP
TERRI L. VLASSICK

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI

ADMINISTRATOR

CURTIS L. SHENKMAN

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.
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 – 7/7/16	Last Activity in Court Docket 12/17/14 requiring a paternity test; continue to monitor ; No change in status
8/8/16 – 9/6/16	No change in status

LIEN FORECLOSURES

NONE

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS

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
6/9/16	Settlement offer being sent to Plaintiff/CounterDefendant's counsel; still attempting initial service on cross Defendant
7/7/16	No change in status
8/8/16	Defendant/Owner Guy-Wilson filed Motion to Dismiss Crossclaim Complaint; preparing for objection for hearing; Preparing Settlement offer to lender
9/6/16	Settlement offer sent to Lender re outstanding liens; Still awaiting hearing date for Motion to Dismiss of Crossclaim re Cross Def Guy-Wilson;

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS (continued)

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;
6/9/16	Settlement offer sent to Plaintiff's counsel
7/7/16	Waiting on response to settlement offer; Filed Motion for Default against Plaintiff FNMA and scheduling for hearing; Motion filed and pending by CrossDef Fils-Aime's M/Dismiss LRD Complaint; LRD scheduling hearing to oppose CrossDef's Motion Dismiss LRD Crossclaim Complaint;
8/8/16	Follow-up to Plaintiff's counsel sent re settlement proposed; response received for new payoff figures and preparing new estoppel response; Awaiting Answer to Complaint from Lender per agreed order of extension;
9/6/16	Awaiting response to proposed settlement to Lender; Awaiting CrossDefendant's Answer; Lender's mortgage foreclosure being dismissed; LRD action continuing

ACTION: Sailfish Club at Jupiter Pointe, LLC v. Tequesta Waterways Development LLC,
Blowing Rocks Marina LLC, Debs Developers LLC, Martin County, Loxahatchee River District
Owner: Sailfish Club at Jupiter LLC Properties: : 18701 SE Federal Hwy, Tequsa
Acct #3596200 (18487 Se Fed Hwy); #3411200 (18577 Se Fed Hwy); & 1415000
Case No. 43-2016-CA-000685CAAXMX

TYPE OF ACTION: Action to Quiet Title (Encon named for its (possible) lien interest –re Developer’s Agreement
COMMENCEMENT: Service of Summons/Complaint upon District 7/27/16
COMMENTS: Action Quiet Title - Encon named for (possible) lien interest
STATUS: Pending

8/8/16	Quiet Title action; District served with Complaint; Answer filed for LRD;
9/6/16	Plaintiff filed Amended Complaint; LRD Answer to Amended Complaint filed

MEMORANDUM

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

COPY: Clint Yerkes / Loxahatchee River District
Tom Vaughn / Loxahatchee River District
John Koroshec / Hazen and Sawyer
Taylor Bomarito / Hazen and Sawyer

FROM: Albert Muniz / Hazen and Sawyer

DATE: September 7, 2016

FILE: 42009-025.3.1.3

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

- Kirlin was issued a Notice to Proceed on January 18, 2016
- Progress meetings are being held bi-monthly
- Shop drawings submittals from the contractor are nearing completion
- Kirlin has completed concrete pours on the filter slab
- Installation of formwork and steel placement for the deep bed filter walls continues
- Kirlin has completed the first wall pour on the filters to El. 32.50
- Installation of 30-inch filter effluent pipeline has been completed up to the vicinity of the existing traveling bridge filter structure
- Installation of the under-slab electrical conduit has commenced at the Filter Electrical Building
- Tie-ins to the existing underground 30 inch IQ pipeline at the parshall flume flow meter structure have been verified with actual work anticipated for the week of September 12, 2016.



First Wall Concrete Pour for Deep Bed Filters



Completion of First Wall of Deep Bed Filters



Layout of Filters Electrical Building Slab



Construction of Parshall Flume Tie-In Piping

Alternate A1A/Damon Bridge Water Transmission Main Replacement and Force Main Installation –
Hazen was authorized to design a new 16-inch force main pipeline in parallel with a Town of Jupiter water main replacement on the Alternate A1A Bridge in Jupiter. Below is a summary of activities performed to date:

- Hazen submitted the draft 100% complete contract documents, cost estimate, and preliminary construction schedule on May 27, 2016. On June 29, 2016 LRD staff asked Hazen to revise the 16-inch force main design to incorporate a change in pipe material from steel to 304 stainless steel. Hazen has completed this design change, along with a slight alignment modification to keep the new force main within the right-of-way. Hazen provided the new specifications to LRD staff on July 26, 2016, and the updated drawings on August 5, 2016. After the remaining permits have been acquired, the project will move forward.
-
- The following permit applications have been submitted by Hazen. The status of each permit application is included in the summary below:
 - ✓ Town of Jupiter Engineering/Utility Permit application submitted on May 31, 2016 – *Issued July 19, 2016*
 - ✓ FDEP/DOH Wastewater Permit application submitted on June 8, 2016 – *Issued on June 15, 2016*
 - ✓ ACOE General Permit application submitted on June 8, 2016 – *Under Review. Hazen has provided additional information to ACOE on several occasions.*
 - ✓ FDEP ERP Exemption Request submitted on June 9, 2016 – *Approval Issued on July 8, 2016 - Additional information must be provided prior to construction. Hazen is compiling the requested additional information.*
 - ✓ FDOT Utility Permit application submitted on June 15, 2016 – *Under Review. Hazen is working on additional calculations requested by FDOT*

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: September 8, 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 September 8, 2016:

Loxahatchee River Road Reclaimed Water Main Replacement and Force Main Extension

- Lidberg has completed the survey for the project and has transmitted to HCE. We are currently working on the 30% design submittal and anticipate that it will be submitted to staff for review by September 16, 2016.

Jupiter Plantation Lift Station #13 Force Main Replacement

- The majority of construction is complete. The remaining items include miscellaneous items such as grouting of the old force main, adding valve boxes, and restoration. Upon completion of these items the project will be deemed substantially complete and a walkthrough and punch list will be generated for the project.

Maplewood Lift Station #21 Force Main Extension

- Installation of the new force main system is nearing completion. The pressure test for the new force main occurred on September 6, 2016. On Thursday, September 8, 2016 the wet tap of the main on Indian Creek Parkway was performed. The Contractor also completed the tie-in to the existing system near Lift Station #21.

Turtle Creek Phase I

- At the August 18, 2016 board meeting, the project was awarded to Johnson-Davis, Inc., the low responsive and responsible bidder, in the amount of \$557,410. Copies of the contracts were delivered to staff for execution by the District and the Contractor.

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

- The 30% design submittal was submitted to staff for review and comment on August 31, 2016.

***Loxahatchee River Environmental Control District
Monthly Status Report
September 7, 2016***

Submitted To: Clinton Yerkes, Deputy Director

The following is a summary of work performed by Mathews Consulting, Inc. (MC) on District projects through September 7, 2016.

Alternate A1A Forcemain Design

MC continued coordinating with the Utility Companies to determine the location of their underground utilities in the project area. MC also continued coordinating with Hazen and Sawyer regarding connection points at the Bridge. MC prepared and submitted the 50% design documents, including plans, specification and cost estimate on August 24, 2016. MC and District Staff completed the 50% design review meeting on September 6, 2016.

Whispering Trails Round-A-Bout Study

MC began evaluating the viability of locating a single sanitary lift station within a round-a-bout at the intersection of wood Lake road and Red Maple Lane. MC submitted preliminary auto-turn layouts to PBC Traffic Division for review and comment. MC is currently drafting a letter report to document the findings.

Respectfully Submitted by:

MATHEWS CONSULTING, INC.



Rene L. Mathews, P.E.
Vice President

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
ENGINEER'S MONTHLY STATUS REPORT THRU AUGUST 31, 2016

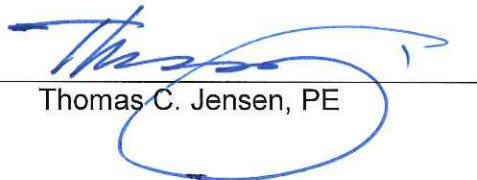
JUPITER INLET COLONY NEIGHBORHOOD REHABILITATION

- Ongoing review of shop drawings.
- Development of the draft change order for roadway width cost adjustments.
- Construction of the lift station wet well at 50 Colony Road.
- Construction of water main along Ocean Drive, Colony Road, and Shelter Lane.
- Continual delivery of construction materials to the Contractor's staging area at the Village of Tequesta water plant.

ARCADIS, Inc.


Sira Prinyavivatkul, PE

Kimley-Horn and Associates, Inc.


Thomas C. Jensen, PE



Busch Wildlife Sanctuary

The 3rd Quarter Report will be presented at the
October, 2016 Board Meeting.



Friends of the Loxahatchee River August 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
2015-08	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
2016-05	1072	588	7	\$978	\$304	\$225	\$4,349	\$495	\$3,974	\$701	120
2016-06	2274	1085	466	\$1,939	\$781	\$125	\$348	\$3,420	\$2,410	\$1,125	592
2016-07	2076	667	199	\$2,298	\$748		\$4,400	\$3,294	\$3,162	\$810	681
2016-08	1559	318	287	\$1,377	\$619	\$225	\$1,683	\$728	\$40		387

River Center General

Friends of the Loxahatchee River

On Friday, September 2nd, the River Center welcomed Loxahatchee River District Director of Water Resources, Bud Howard, to present at our monthly Friends of the Loxahatchee River meeting. He discussed the impacts contributing to the algal bloom for the St. Lucie River and how to reduce or prevent the same in the Loxahatchee River. A light lunch was served prior to the lecture. We had 78 participants attend this presentation.



Special Programs

Summer Program Highlights

This summer has been the most successful summer by far, not only with our Aquatic Adventure Summer Camp, but with River Center's visitation and Summer FUN Field Trips. The River Center hosted over 2,070 camp participants for our Summer FUN Field Trips. The River Center's total summer visitation was over 5,800 adults and children (families) stepping through our doors; 400 more people than last year. We hit several other milestones with higher numbers than last summer in gift store sales, donations, outreach and offsite events, and volunteer hours. As an environmental education facility, we are so grateful that the community encourages children and families to create a connection to the natural world and instill an appreciation that will last a lifetime.



Summer Family Program Wrap-up:

Fishing Clinics, Seine & Snorkel Programs and Little Otters Family Fun

The River Center summer family programs have been a success this year with over 200 parents and children participating in various events both at the River Center and throughout the community. We held three fishing clinics with one in partnership at Harbourside Place and the other two inside Burt Reynolds Park with 70 people attending. Kids learned fishing regulations, knot tying, various forms of tackle and fishing equipment, and fish identification. We discussed the importance of safety while fishing and then, of course, went fishing! Clinic goers caught snapper, grunts, puffers, sand perch, and had a fun time learning how to fish and allowing their adults to get comfortable taking kids fishing. Hopefully this will instill a passion that will carry on throughout their lifetime.



Families joined River Center environmental educators on summer mornings of exploration during the Family Snorkel and Seine Expeditions at Coral Cove Park on Jupiter Island. Participants got some relief from the heat in the cool water while River Center educators guided guests on a snorkel trip through the seagrass and mangroves, discovering some critters along the way. Pufferfish, conchs, and seahorses are just a few of the animals that participants were able to experience up close and personal during our morning adventure! Educators welcomed over 75 adults and children to these events!

This summer we designed a Saturday morning family program designed for children ages 3-6 years old.



We wanted to design a program for parents with younger children that work during the week to get outside and in the water with their kids in a “camp-like” atmosphere. The Little Otters Family Fun brought in over 50 adults and children to the River Center to enjoy stories, touch tank demonstrations, nature scavenger hunts in the garden, and dip netting experiences along the mangroves. We are very happy with the success of this new program and would like to continue this in the future.

Fishing Clinic

On Saturday, August 13th, thirteen children and their parents attended our last fishing clinic of the summer. Ages ranged between 5-15. Conducted at Burt Reynolds Park, the program began with a classroom session lasting about 45 minutes, and covered fishing regulations, knot tying, various forms of tackle, and fish identification. Before heading down to the water, we discussed the importance of safety while fishing, and considered potential hazards if these rules were neglected (i.e. holding the fishing pole vertical by your side, being aware of your surroundings when casting, and hooks). In addition to the standard rod and reel, kids also had the opportunity to learn and practice different methods of fishing, such as cast netting and yoyo reels.



Friends Excursion to the Jupiter Lighthouse

On Saturday, August 20th the River Center provided an excursion to the Jupiter Inlet Lighthouse and Museum for our Friends of the Loxahatchee River. Historian and Collections Manager Josh Liller presented a wonderful discussion on the Lighthouse during World War II. The presentation was filled with great photos of the Jupiter area and interesting information on how the lighthouse was used during this time. After the presentation, Josh led the group on a brief



tour through the museum. It was a great experience learning about the lighthouse in a different way and we hope to provide more outings like this one in the future. We had 7 Friends Members attend this program.

USCGA About Boating Safely Course

The River Center hosted another “Boating Safely” course presented by the US Coast Guard Auxiliary Flotilla 52 and sponsored by the AustinBlu Foundation on Saturday, August 20th. The momentum for these classes has increased every month and our next class on Saturday, September 17 is filling up fast. The River Center is proud to be able to provide the opportunity for the people in our community to become better boaters. We had 22 participants for this course.

Outreach Activities

School District of Palm Beach County Science Symposium

The School District of Palm Beach County held their annual Science Symposium for elementary, middle, and high school science teachers on August 11, 2016, at Boynton Beach High School. They had over 700 science teachers from Palm Beach County to attend this year's Symposium and over 30 local and state vendors and exhibitors provided information and resources to these teachers. The River Center saw over 200 educators at our booth promoting field trip and outreach registrations, our environmental poster series, information on our new shark programs and the Loxahatchee River.

Volunteer of the Month: The River Center would like to recognize our September volunteer of the month Sam Miranda. Sam is a senior at William T. Dwyer High School and began volunteering at the River Center this summer. He became fast friends with our interns and turned out to be a great role model for our other high school volunteers. Sam assisted with visitor services, animal feedings, summer camp and kayaking. He accrued over 60 hours in community service this summer! Thank you Sam for all that you do! We look forward to your continued support in the future.



Friends Membership – 54 active members; 7 new/renewals; 38 current sponsors

Annual Sponsors Recognition – U.S. Coast Guard Auxiliary, Lisa Warch (Memorial Donation toward School Bus Assistance), Geoff & Lynne Lieberman, DeLoitte (Allan Krul), Wolverine Ventures (Edward Butzin)

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

September 17 – 8:30a-4:30p: About Boating Safely: In hopes of preventing tragedies like the one involving Austin Stephanos and his friend, 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 that was recently extended 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. 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.

September 24 - 9:00-11:00a: National Estuaries Day program at Coral Cove Park – Family Seine & Snorkel. RSVP requested.

September 28 – 5:00-7:00p: Kayak Jupiter Inlet Natural Area with Palm Beach County. RSVP with PBC Dept. of Environmental Resources, call 561-233-2400.

October 1 – 9:00a-1:00p: Girl Scouts Truth Seekers for Water. This program open to Senior and Ambassador level (high school) girls is the first ever offered at the River Center. Girls will earn their Truth Seeker or Water Naturalist Legacy badge. This program focuses on water resources, household water uses, wastewater treatment solutions and balancing the water budget. Girls will also try a new skill on the water by kayaking, seining and dip netting. Cost \$8/girl.

October 7 – 12:00-1:00p: Friends of the Loxahatchee River Meeting: Join John Fenner, Volunteer with the River Center and Florida Trails Association, to discover new places to go birding. "Extreme Adventure Birding with the Florida Trails Association." Please RSVP.

October 12 – 9:00-11:00a: No School Holiday Kayak Tour! Join River Center staff for a morning out the water. What better way to enjoy a day off from school or work! RSVP required. \$20/person (\$15/Friends Member). Space is limited.

October 15 – 8:30a-4:30p: About Boating Safely: Registration will take place promptly at 8:00, the morning of class. Please register online now! www.tiny.cc/boatsafe.

October 15 – 2:00-4:00p: Volunteer Orientation. To learn more about how to become a River Center volunteer please contact the River Center.

October 21 – 7:00-8:00p: Halloween Campfire at the River Center! Join the River Center staff and volunteers for an evening filled with Florida Pirates and Shipwrecks! AAARGG! Ghosts and Ghouls can enjoy fun costumes, gooey s'mores, crafts, games, and a hayride! Suggested donation \$5/person or \$20/family.

October 30 – 7:00-9:00a: Sunrise Kayak Tour with Palm Beach County at the Hatcher Restoration Area. RSVP is required. Call Palm Beach County at (561) 233-2400 to RSVP.



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

Sept. 8, 2016

SFWMD Recognizes Loxahatchee River Environmental Control District for its work improving Loxahatchee River and Estuary Water Quality

From septic to sewer - 4,000 homes converted and counting



The SFWMD Governing Board presents a proclamation to Loxahatchee River Environmental Control District's Governing Board Vice-Chair Harvey Silverman (center) and Executive Director Dr. Albrey Arrington (far left), recognizing LRD's work for improving water quality in the Loxahatchee River and Estuary.

West Palm Beach, FL - At its monthly meeting today, the South Florida Water Management District Governing Board commended the Loxahatchee River Environmental Control District with a proclamation recognizing its efforts to protect the Loxahatchee River and Estuary. Created by the Florida Legislature in 1971, the Jupiter-based Loxahatchee River District has converted nearly 4,000 homes within its service area from septic tanks to centralized sewer systems, leading to improved water quality in the Loxahatchee River and Estuary.

Loxahatchee River District's Governing Board Vice-Chair Harvey Silverman and Executive Director Dr. Albrey Arrington accepted the proclamation from the SFWMD Governing Board.

"The South Florida Water Management District enthusiastically supports the Loxahatchee River District's septic to sewer conversion program, and thanks to the thousands of homeowners who - on their dime - contributed to this successful endeavor," SFWMD Governing Board Member Melanie Peterson said. "Numerous studies show that septic tanks in areas with sandy soils and high water tables readily leach pollutants, including phosphorus, into adjacent water bodies."

"The Loxahatchee River District is not done," Silverman said. "We continue to strategically plan and prioritize septic tank conversions to protect water quality and environmental health of the Loxahatchee River and Estuary."

It is estimated that Florida has more than 2.3 million on-site septic tanks in operation. More than half of the septic tanks in Florida are greater than 30 years old and installed under loose standards.


The Loxahatchee River Environmental Control District is a Special District of the State with a mission of preserving the Loxahatchee River and its natural habitats by implementing innovative wastewater solutions, furthering river research efforts and fostering environmental stewardship. For more information, visit www.loxahatcheeriver.org

Media Contact:

Randy Smith | rrsmith@sfwmd.gov | Office: 561-682-2800 | Cell: 561-389-3386

The South Florida Water Management District is a regional governmental agency that manages the water resources in the southern part of the state. It is the oldest and largest of the state's five water management districts. Our mission is to protect South Florida's water resources by balancing and improving flood control, water supply, water quality and natural systems.

STAY CONNECTED

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Forward to a Friend

SFWMD Newsroom

South Florida Water Management District, 3301 Gun Club Road, West Palm
Beach, FL 33406

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: September 9, 2016

Subject: Monthly Financial Report

Balances as of August 31, 2016

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Amount
FL Community Bank	9 Months	10/12/16	0.50%	\$ 2,039,051
FL Community Bank	18 Months	02/28/17	0.75%	2,034,735
FL Community Bank	18 Months	02/28/17	0.75%	2,034,735
TD Bank	3 Years	06/02/17	0.92%	2,041,820
TD Bank	3 Years	08/04/17	1.19%	1,025,019
TD Bank	4 Years	08/19/17	1.40%	2,086,805
TD Bank	2.5 Years	03/02/18	1.11%	2,022,272
TD Bank	3 Years	05/22/18	1.14%	2,029,393
Bank United	1.5 Years	07/26/18	1.15%	2,002,263
TD Bank	5 Years	08/19/18	1.87%	2,116,759
TD Bank	5 Years	04/29/19	1.88%	1,567,506
TD Bank	5 Years	09/22/19	2.09%	2,082,833
Subtotal				\$ 23,083,191
Other:				
FL Community Bank - Public Demand			0.86%	\$ 7,581,672
SunTrust-Business Account			0.35%	2,956,890
Subtotal				\$ 10,538,562
Total				\$ 33,621,753

Average weighted rate of return on investments is: 1.06%

As of 08/31/16:

3 month Short Term Bond: 0.33%

1 month Federal Fund Rate: 0.50%

Cash position for August 2015 was \$30,471,102. Current Cash position is **up** by \$3,150,651.

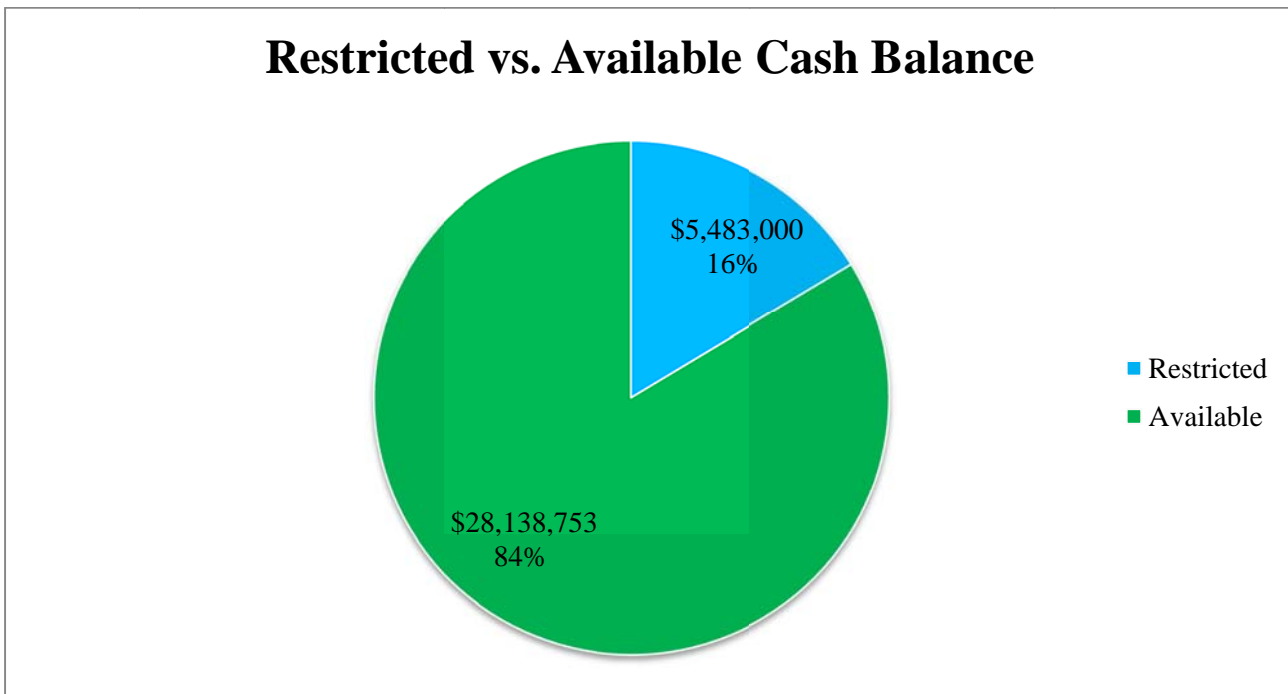
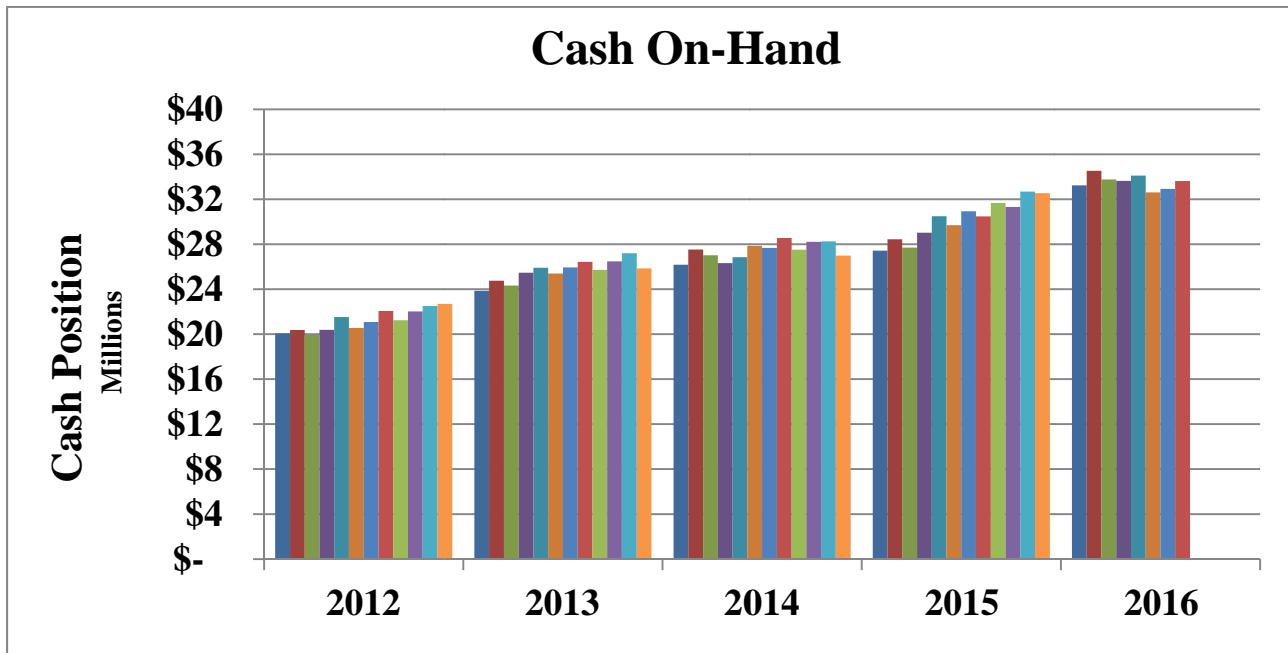
Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

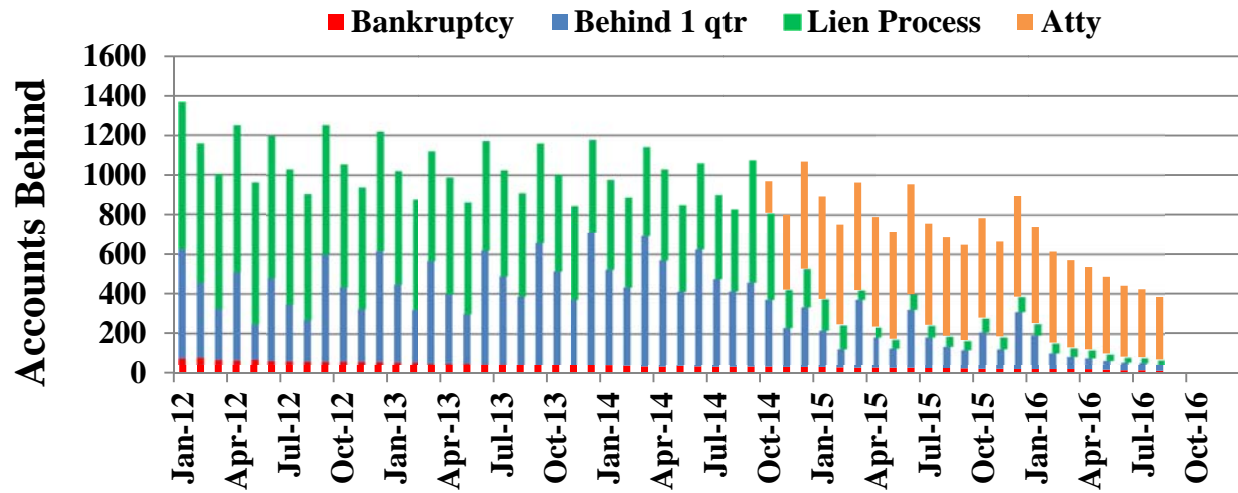
James D. Snyder
Board Member



Accounting:

- Legal fees collected for the month of August were \$22,519. The fiscal year-to-date total is \$171,411.
- Septage billing for August was \$732. All septage dumping accounts are current.
- Developer's Agreement – There were no new Developer agreements in August.
- I.Q. Water Agreements – Parcel 19 is past due for June and July. Abacoa POA and Sophia are past due for July.
- Estoppel fees collected in August totaled \$6,700. The fiscal year-to-date total is \$75,500.
- Accounts in Bankruptcy – 10; Accounts in 'Prior to Lien Process' – 35; Lien – 22 Accounts; Attorney – 316 Accounts; Mortgage Foreclosure (active) – approximately 4.

LRD Accounts Falling Behind



Loxahatchee River District

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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: September 9, 2016

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

Developer Projects

Staff were active on 10 Developer projects including the following activities.

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

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.

Sonoma Isles Residential Phase 2B: This project provides a gravity collection system to serve approximately 41 residential units in the Sonoma Isles development.

16815 SE Federal Hwy: A private low pressure system to serve multiple structures on a property located north of Tequesta on the Intracoastal Waterway.

1st Republic Bank: A new building being constructed in Jupiter Yacht Club.

Lucky Dog Sports Club: A new building on Lots 16 and 17 in Jupiter Commerce Center.

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

Bella Villaggio: This project includes a new gravity system to serve 16 units in a multi-family development located off County Line Road.

Sonoma Isles Residential Phase 3 and 4: This phase of the project provides a gravity collection system to serve approximately 17 residential units and complete the loop road gravity system. This project was formerly known as Lakewood and Parcel 19.

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Board Member

Bluffs Marina: This project includes a private lift station and force main with connection to District facilities to serve the marina.

Admirals Cove West: This project includes gravity services for 3 undeveloped lots in Admiral's Cove West.

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

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

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

None

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.

US1 Force Main Abandonment – Waterway Road to County Line Road: We have determined an alternate to the force main replacement approved by the Board in June. The alternate entails abandonment of the existing force main in US 1 from Schrimshaw to Waterway, connection of the low pressure system from Harbor Road South to Harbor Road North to the gravity system for LS 061 and connection of LS 068 to the force main at LS 061. This will result in abandonment of approximately 4,000 LF of force main in FDOT right of way. This alternate design will be fully functional and will be significantly lower cost than the earlier approach approved by the Board.

Hibiscus Avenue: This project was re-advertised on July 5, 2016 and bids were received on August 5, 2016. A recommendation was included in last months notebook. Construction is anticipated to begin within 2 months.

Lift Station Rehabilitations for 2017: Rehabilitation of lift stations 16, 35 and 105

Lift Station 114 Rehabilitation: Upgrades and rehabilitation of lift station 114. This station is a re-pump station serving the A1A corridor from Olympus through Juno Beach.

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

Lift Station Rehabilitation 6: This project includes rehabilitation of Lift Station 6 in Pennock Industrial Park and should be completed in September 2017.

Hyland Terrace Low Pressure Sewer System: This project includes low pressure sewers for Harken Terrace, Whispering Pines Trail, Pine Grove Street, Linden Street, County Line Road and SE Seminole in Martin County. Construction and testing should be complete this month and FDEP clearance to place into service received by the end of the month.

Consultant Projects:

Master Lift Station Rehabilitation This project is for the rehabilitation for the Master Lift Station located just east of Pennock Ln and Indiantown Rd. The project will include pump replacement, piping modifications, bypass facilities, isolation valves coatings and emergency generator replacement. The engineering contract is recommended for award under Consent Agenda item 5.J this month.

Alternate A1A Subaqueous Crossing Replacement: The consultant conducted a kick-off meeting with staff and submitted preliminary pipeline alignments. This portion of the project includes piping up to the aerial bridge crossing at the Loxahatchee River and Alternate A1A.

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. Lift station wet well installation is complete, and approximately 7,000 feet (or 50%) of the potable water force main has been installed.

Maplewood Drive Force Main: This project installs a new back up force main from LS 21 to the force main in Indian Creek Parkway. The contractor has mobilized and should complete in September.

Jupiter Plantation Force Main Replacement: This project replaces the existing force main from LS 13 in Jupiter Plantation to the gravity collection system in Center St. FDEP clearance to place into operation has been received. The contractor is completing punch-list items and should be complete in September 2016.

Turtle Creek Phase 1: The project was awarded at last month's board meeting. Construction is tentatively scheduled to commence in early 2017.

Whispering Trails PDR: The preliminary design is complete. Staff are reviewing the report and considering the options.

Alternate A1A/Damon Bridge Water Main Replacement and Force Main Installation: Staff performed plan reviews and looked at alternate materials of construction to decrease long term maintenance on the project. This project includes installation of a new 16" force main on the Damon Bridge to replace the existing 24" force main subaqueous crossing of the Loxahatchee River.

Loxahatchee River Road IQ Main Replacement: A project to replace a 16" aerial crossing along Loxahatchee River Road. The project is currently in for a permit revision to add a 4" waste water force main to the project as part of the final extension of the Districts waste water force main system along Loxahatchee River Road.

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.

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

North Jupiter Water Main Improvements: A Town of Jupiter project to replace AC water mains in the north Jupiter area.

Waterway Park: A new boat ramp facility on the Intracoastal and Indiantown Road.

Toney Penna and Old Dixie Hwy: A PBC project to improve the intersection. Minor adjustments to existing District facilities are required.

Riverside Drive Paving: A Town of Jupiter project to repave Riverside Dr from Alt A1A to River Terrace.

Construction

Staff were involved in various projects including the following activities.

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.

Pinetree Trail and Palm Field Valve Installation: Staff installed an additional valve at the intersection to facilitate flow control to the new Maplewood Drive Force Main.



Collections

Staff are happy to report that no sanitary sewer overflows occurred for August 2016 and during the month of August staff completed various projects and tasks including the following.

Lift Station Preventative Maintenance: A total of 20 Lift Stations and associated assets including the following 1, 39, 41, 54, 59, 85, 93, 94, 104, 105, 106, 113, 117, 122, 153, 179, 200, 249, 260 and 266 had preventative maintenance performed.

Lift Station 6: Staff performed bypass activities on Lift Station 6 during the rehabilitation project. The end result provided better access for maintenance and operation.



Lake 1: Staff performed instrumentation calibrations for lake level and conductivity.



Reuse

Plant Master Reuse Pump Station 511: Staff performed preventative maintenance on one of the 335 HP submersible reuse pumps.



Reuse Preventative Maintenance: Staff completed all assigned preventative maintenance work orders that are associated with the IQ distribution system

Reuse Pump Station 518: After being rebuilt one of the 100 HP vertical turbine pump and motor was reinstalled Abacoa Master Reuse Pump Station 58.



Signed,

Handwritten signature of Kris Dean in blue ink.

Kris Dean, P.E.
Director of Engineering Services

/KD

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Loxahatchee River District

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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: September 7, 2016

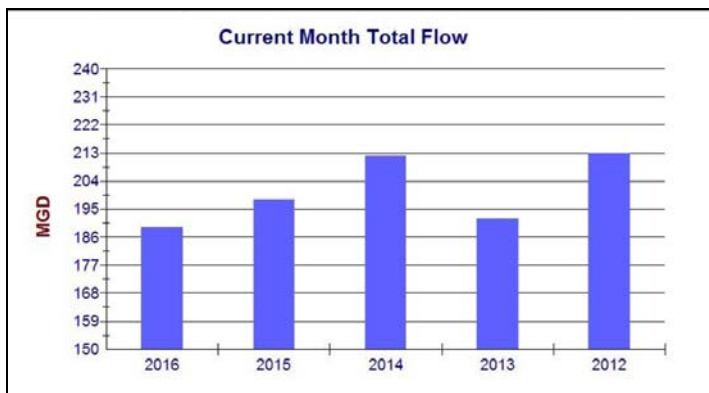
SUBJECT: Operations Department Monthly
Report for August 2016

Treatment Plant Division

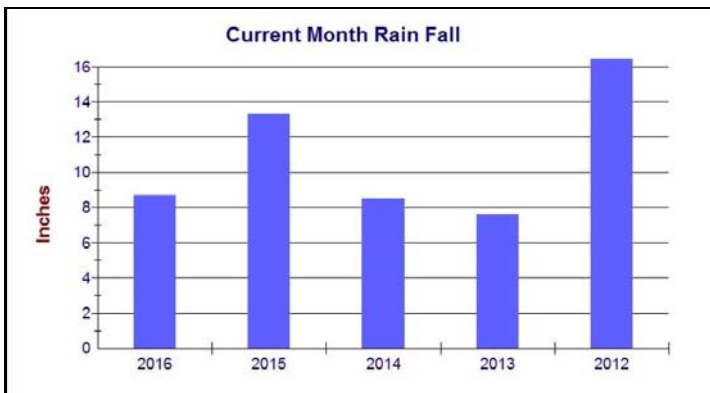
Operations recently completed a total plant shutdown on August 3rd. The shutdown was to allow our contractor; Kirlin to complete measurements of our Filter Pump Station #1 to retrofit a baffle inside the tank. The shutdown went extremely well with the Collections department's help to hold back the flow in the system and in our EQ basins. We were able to save all of the water and lost nothing down the well. The shutdown was a great training experience for us all and a helpful exercise for future shutdowns.



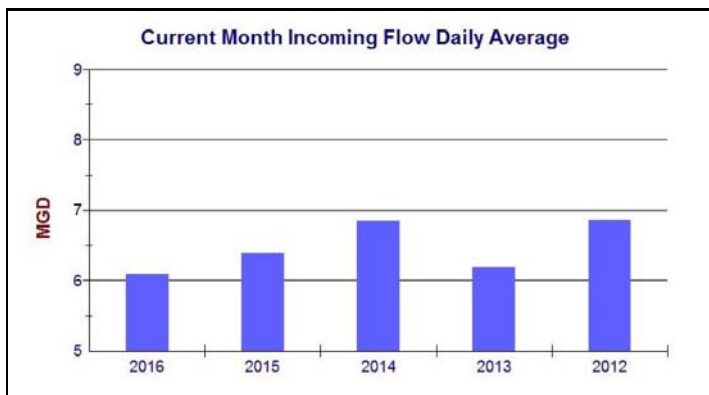
We have had another great month of no Permit exceedances.



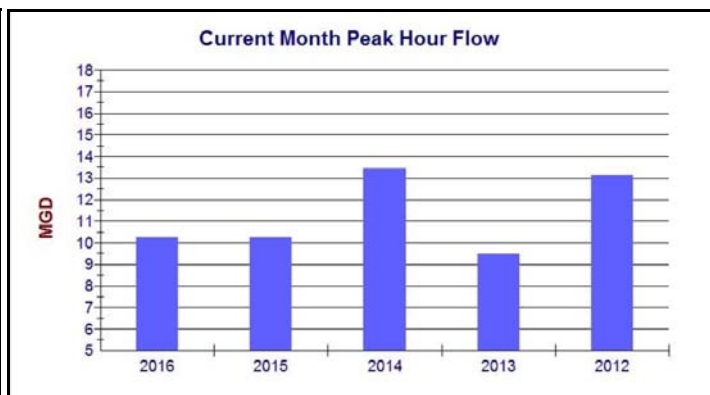
The plant total flow for the month of August was 189.00 million gallons.



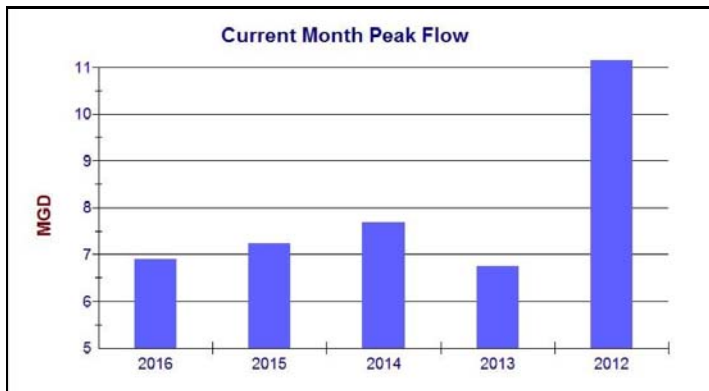
8.70 inches of rainfall were recorded at the plant site during the month of August.



The treatment plant incoming flow for the month of August averaged 6.10 MGD compared to 6.39 MGD one year ago for the same month.

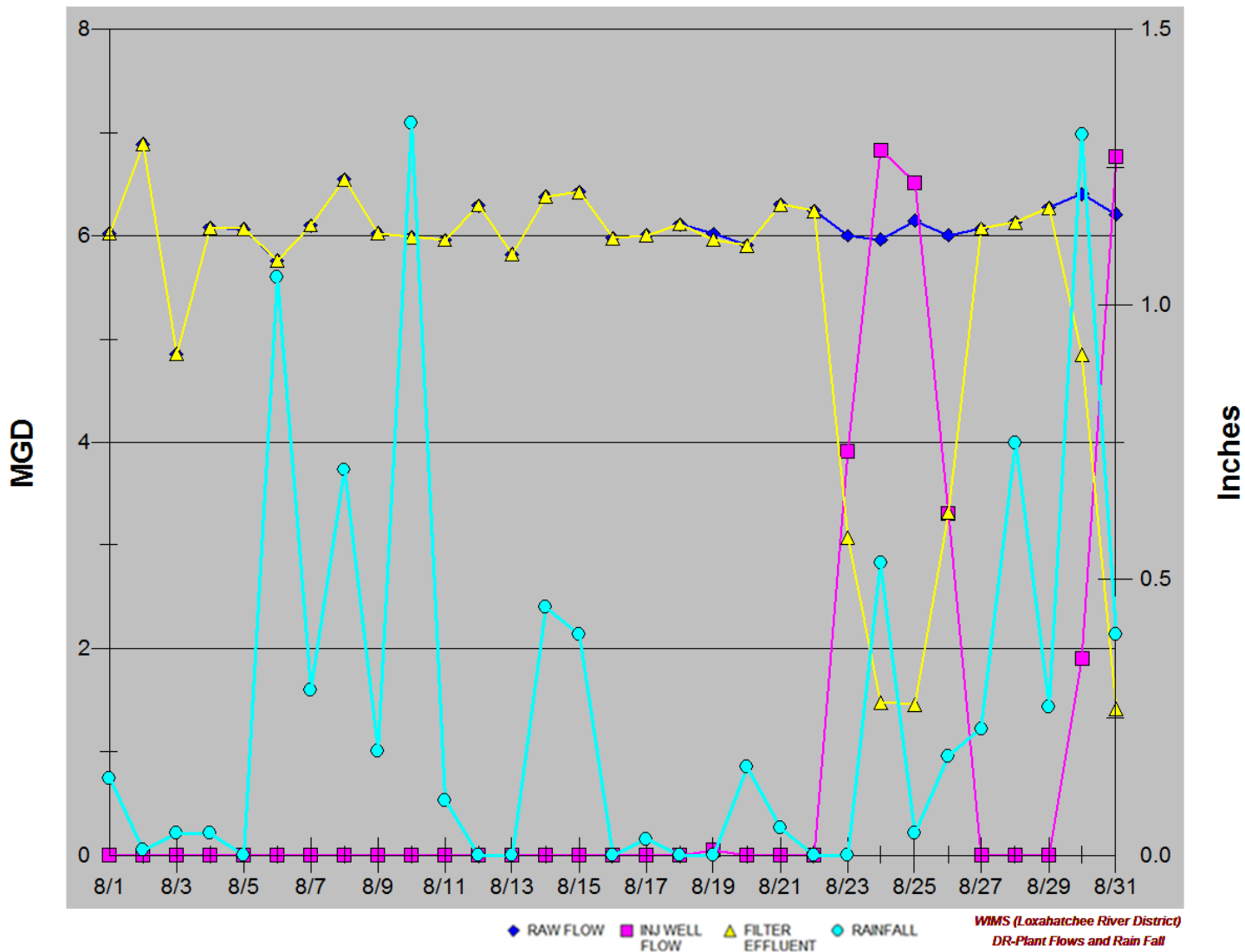


The peak hourly flow rate in August was 10.07 MGD.



The greatest single day average flow in August was 6.89 MGD.

The plant received 189.00 MG of influent flow of which 167.82 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 8.70 inches of rain during the month, 29.29 million gallons of blended effluent was diverted to the Injection Well. Overall, 88.79% of incoming flows was recycled for IQ use and the plant delivered 172.84 million gallons of IQ water to the Reuse customers.



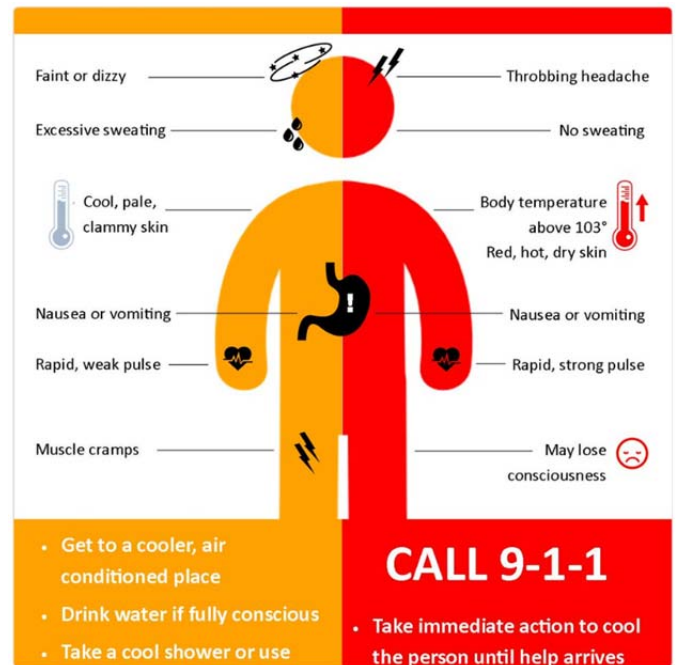
For the year 2016, the plant recycled 59.20% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 977.40 million gallons.

All required monthly reporting has been submitted on time.

TRAINING.

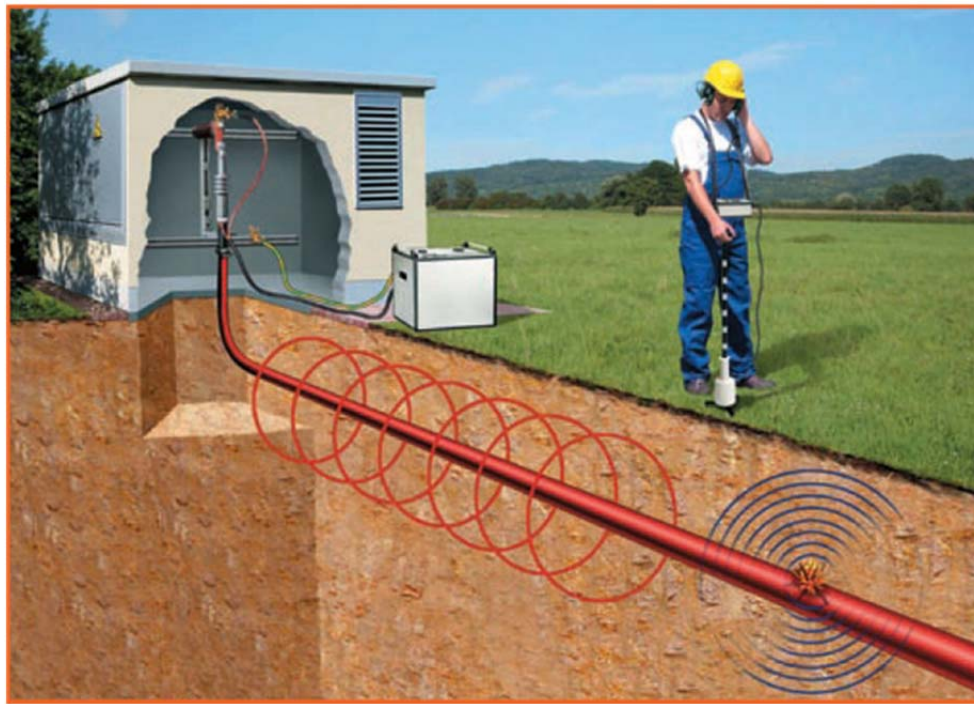
Training for the month of August included *Working In Hot Conditions*.

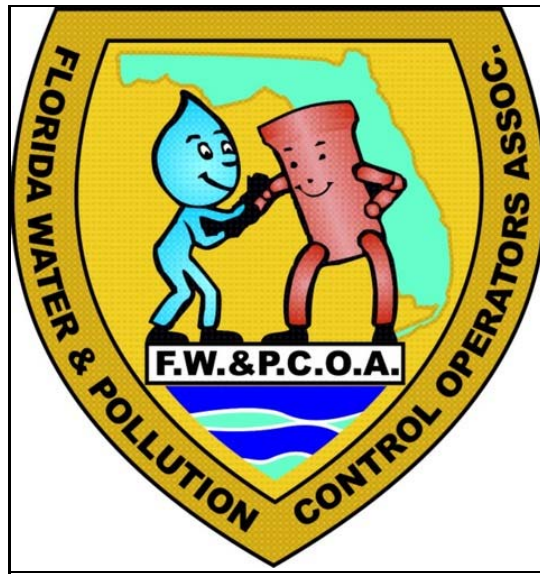
District employees reviewed how hot conditions affect the body, how to recognize symptoms of heat illness and which precautions must be taken to reduce the risk of heat illness.



The members of the Engineering department completed training and received certifications from Staking University for demonstrating their thorough knowledge of electro-magnetic locating instruments.

This equipment gives our employees the ability to locate underground infrastructure in the event an area must be excavated.





FWPCOA. District employees also attended the Storm Recovery Safety Workshop held in the Operations Education room. Everyone trains for how to prepare before a storm, plenty of bottled water, extra medications, and non-perishable foods.

This training event focused on safe practices after a storm has passed. Many of the subjects discussed included downed power lines, mobile equipment risks, flood waters and many other hazards our crews face during the recovery process.

The attendees also received .6 CEU's towards their DEP drinking water or waste water license.

The District also received two Safety Commendations from the F.W.&P.C.O.A. recognizing their service and performance rendered through maintaining an outstanding safety program.

The District has no lost time to report for the month of August.

Maintenance

BELOW. One of operation's Maintenance department's technicians is checking the pressures on the brand new air conditioning system that was installed on electric room #2.



Maintenance assisted in the repairs made to the Administration Building. There was a leak at the southernmost area of the roof. Maintenance removed deteriorated wood and installed new wood and roofing material.



Tidbits from Tom

August, 2016 – Hurricane Preparedness



The District underwent an Emergency Conditions event in which all personnel were involved in making preparations for the possibility of a Level 1 Storm that was heading in our direction late August. Although Tropical Storm Hermine did not hit our location, we saw a lot of rainfall, outer perimeter disturbances, and it provided an opportunity for new staff to learn and better understand the District's procedures for plant operation during a major storm.

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

Tom Vaughn
Director of Operations

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

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: September 9, 2016
SUBJECT: Monthly Governing Board Update for August 2016

WildPine Ecological Laboratory

Biennial Laboratory Inspection

The WildPine Lab completed its biennial inspection required for our National Environmental Laboratory Accreditation Program (NELAP) certification. Through the rigorous two-day inspection the lab staff proved their competency, and for the 3rd consecutive inspection received *no major deficiencies* – a distinction held by only a small fraction of laboratories statewide. In addition, the lab obtained three new certifications: a new microbiological method (E. coli), and two additional methods for fecal coliforms and enterococci.

New Laboratory Technician

This month we welcome Howard Cosgrove as our new Laboratory Technician. Howard brings a wealth of experience and knowledge from his previous work, and in his words “is excited to get back to his true passion – bench chemistry”. Howard’s primary responsibility is to perform critical compliance monitoring in support of our wastewater treatment process.



Riverkeeper Project

District and Town of Jupiter staff collected water quality samples from 35 monitoring sites in August. On August 16th, while sampling the Southwest Fork of the river, staff observed a plume of blue-green algae. Staff returned two days later and the plume had dissipated. Samples taken in that area had chlorophyll levels higher than the State standard of 20 ug/L, with the Loxahatchee River Road Bridge site (Station 72) at 33 ug/L, and the Central Blvd. Bridge (Station 78) at 160 ug/L. Station 78 also had the highest Total Nitrogen and Total Phosphorus results this month. Total Nitrogen was 1.6 mg/L and Total Phosphorus was 0.121 mg/L, above the State standards of 1.26 and 0.075 mg/L for that area. All of saltwater samples taken in the Sims/Jones Creek drainage basin had enterococcus bacteria levels above State standards. Although all the stations tested in that area were poor this month, the average enterococci count was 2,950 cfu per 100 mL, which is more than a 50 percent reduction from July’s average counts.

Stephen B. Rockoff
Board Member

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Board Member

Gordon M. Boggie
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Board Member

Interns

The lab's new intern for the fall semester is Katherine Mahoney, a senior at Florida Atlantic University Honors College in Jupiter. Katherine is finishing up her degree in biology this semester while working a full time job. She has an interest in researching the wildlife of the area, and recently completed a thesis on the Diamondback terrapin (*Malaclemys terrapin tequesta*).

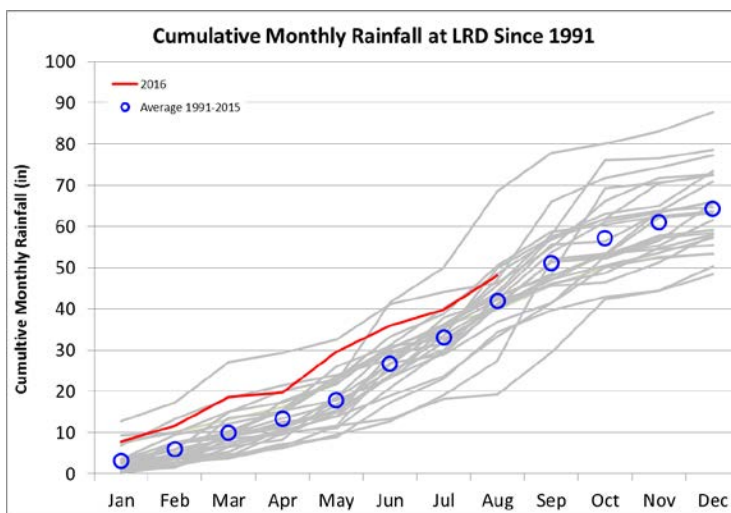


Sam Iliff, our summer intern (left), stepped up to serve as our temporary laboratory technician to conduct important daily sampling that supports the wastewater treatment plant, following the resignation of our previous Laboratory Technician Mike Smeltzer. Sam quickly got up to speed, completing her Demonstration of Capability, and running analyses for turbidity, solids, and biochemical oxygen demand. We are grateful that she was willing to help out the lab during a critical period. Thank you Sam!

Hydrologic and Datasonde Monitoring

In August we experienced near average rainfall with monthly total of 8.3" compared to 8.9" typically measured at the LRD. This brings the cumulative rainfall for the year to 48.0"; still higher than the 25 year mean of 42.0". August was punctuated with two minor rain events with the first occurring mid-month and the second occurring at the end of the month. The highest single day of rain was 1.3" that occurred on August 10th.

Mean flow over Lainhart Dam for August was 86 cfs and peaked at 123 cfs on the 30th possibly as a consequence of increased rainfall due to a tropical storm passing nearby. There was only a single day of nominal daily average flow of 65 cfs through the S-46 flood control structure on August 30th. The SFWMD's construction of the tailwater weir is nearly complete.

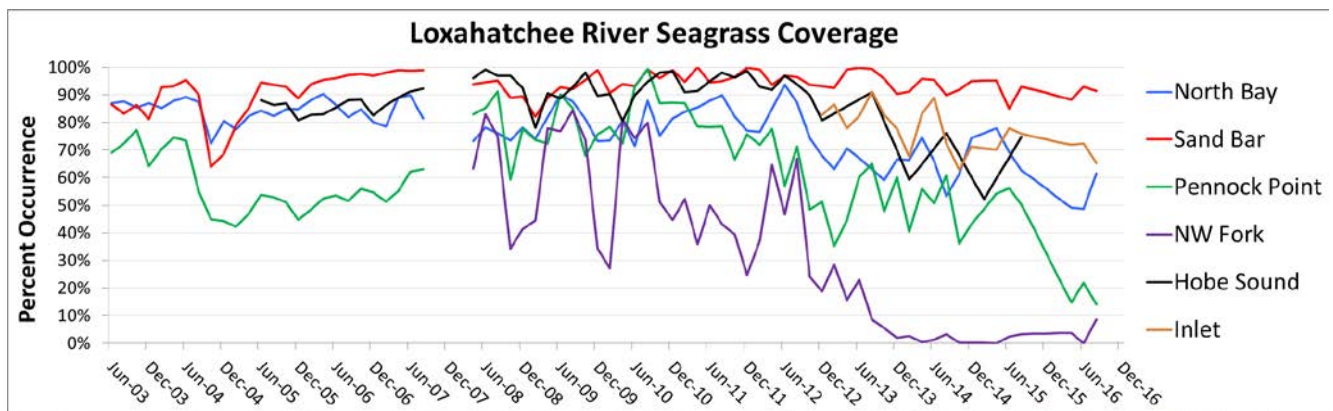


Cumulative graph of annual rainfall measured at LRECD. Blue circles indicate mean accumulative annual rainfall since 1991.

With the modest river flows, Kitching Creek experienced daily tidal pulses of subsurface salinity at the beginning of August reaching 6 ppt. This site turned fresh as flow over Lainhart increased in response to the mid-month rain event. The rain appeared to have negligible effect on central embayment monitoring sites where the *daily average* salinity dipped to 29 ppt, not far from the 34 to 36 ppt ocean water.

Annual Seagrass Monitoring

August marked the conclusion of LRD's seagrass monitoring season for 2016. Seagrasses, namely Johnson's seagrass and shoal grass, continue to struggle in the upper reaches of the river. Most significant is the rapid decline in seagrass cover at the Pennock Point site where cover decreased from an average of 54% cover since the summer 2015. It appears the Northwest Fork site, located near the upstream seagrass extent, was highly impacted by Tropical Storm Isaac in 2012, and was nearly denuded before the August 2016 sampling showed a marginal increase. North Bay and Inlet seagrass sites continue an overall slight downward trend in percent occurrence, while the Sand Bar site maintains a near constant 90% presence of total seagrass.

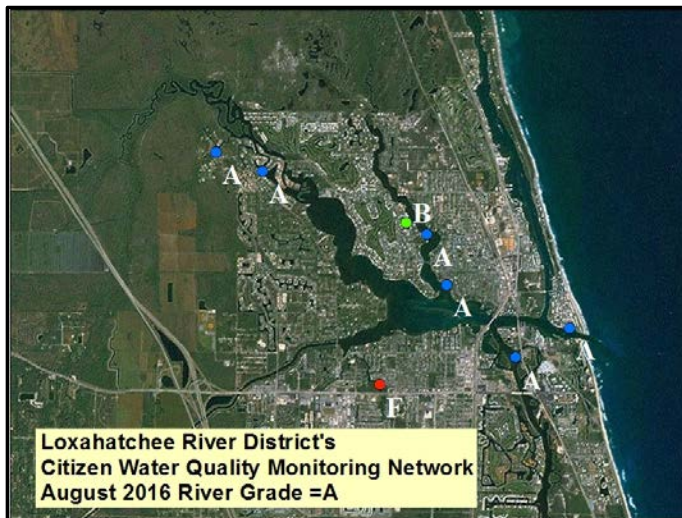


Total seagrass occurrence at all six monitoring sites since 2003.

Oyster Recruitment Monitoring

Oyster settlement monitoring for July showed negligible spat settlement, as anticipated with the warm water temperatures. The Northwest Fork had slightly higher settlement density of 168 spat m² compared to 103 spat m² in the Southwest Fork. In both forks, the downstream sample sites had the highest density.

Volunteer Water Quality Monitoring



The cumulative Volunteer Water Quality Grade for August scored an "A". With a few exceptions, the conditions in the watershed were all within the good range. Water clarity at most of the sites was fair. Sub-optimal conditions (F grade) continue to prevail at Station 77, located on Jones Creek, with unusually high pH results, and fair dissolved oxygen and water clarity readings.

Information Technology

Computerized Maintenance Management System - CMMS

Staff were very busy doing the final reconfiguring of our data in our legacy CMMS named MP2 in preparation for our final data conversion into the new CMMS called Enterprise Asset Management (EAM). On September 1st District Staff packaged up our database consisting of over 1.7M records of asset information, work order history and inventory data and delivered the data to our consultant for final conversion into EAM – a historic milestone for the District’s IT program.

We are scheduled to receive the converted data and new database back from the consultants on September 12, and look forward to gradually implementing the new system (and migration from paper based work orders) throughout the organization over the next year. This month’s consent approval request for additional licensing is part of this rollout. Additionally, we are in the process of authorizing a not-to-exceed \$25,000 purchase order for consulting services for as needed assistance with software implementation and data conversion. Depending on our needs for additional consulting assistance, we may bring an additional purchase request for consulting services and/or additional licenses to the Board for approval.

Customer Service

Payment Processing

3rd Quarter bills were due August 12 and staff were busy processing nearly 16,000 payments totaling nearly \$2M. All but 5,500 of these payments were processed very efficiently using digital tools, developed in-house, that we have implemented over the past year.

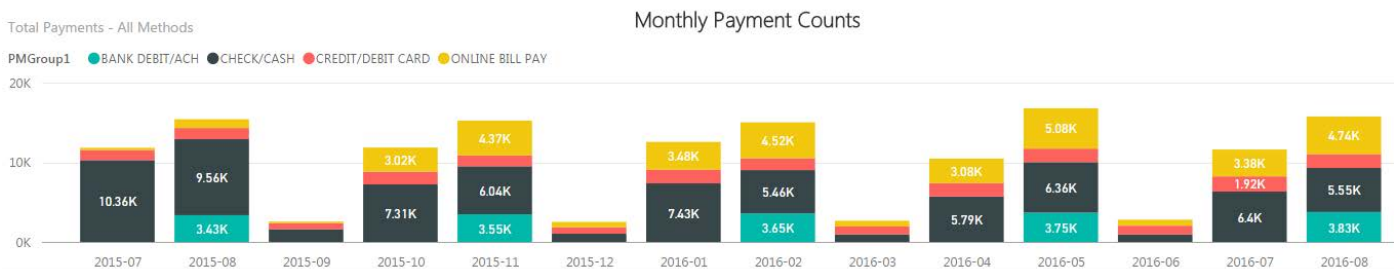


Chart of monthly payment counts by payment method. All methods except for the grey Check/Cash category are digital payments.

Delinquent Account Migration

We continue to work with our customer and billing software provider to configure and test delinquent charges as we migrate the data management of delinquent account data from the attorney’s office to in-house so that we can be more responsive to our customers. Meanwhile the attorney’s office has been processing lien paperwork and reconciling their data with ours. The procedures for the application of Late Charges are configured and tested and will be implemented in October. We are eager to see if we get a reduction in delinquencies resulting from the 10% Late Fee on quarterly service charges.

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



MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: September 8, 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	\$15,610.76	\$140,545.86
Arcadis	\$12,138.83	\$88,159.35
Hazen	\$35,596.44	\$349,850.92
Holtz	\$24,107.75	\$94,687.65
Mathews	\$7,223.75	\$260,560.27

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:

- Whispering Trails Notice of Intent
- Whispering Trails Award of Engineering Contract
- Turtle Creek Subsystem 2 Notice of Intent
- Turtle Creek Subsystem 2 Award of Engineering Contract

Other:

- Health Insurance