

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

REVISED

AGENDA REGULAR MEETING #14-2018 AUGUST 16, 2018 – 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 3**
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed **Page 9**
 - B. Loxahatchee River District Dashboard **Page 10**
5. Consent Agenda (see next page) **Page 11**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Jupiter Inlet Colony Satisfaction of Final Assessment **Page 101**
 - C. Imperial Woods Septic to Sewer Conversion Approval of DEP Grant Agreement **Page 113**
 - D. Biosolids Hauling Contract **Page 146**
 - E. Draft Budget Fiscal Year 2019 **Page 147**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 197**
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/she will need a record of the proceedings, and that, for such purpose, he/she 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: August 7, 2018

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
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. 8th Street Preliminary Assessment (2018-17) Page 12
- B. Chippewa Street Preliminary Assessment (2018-19) Page 19
- C. 120+140 Ocean Drive Preliminary Assessment (2018-21) Page 26
- D. 96 Pine Hill Drive Preliminary Assessment (2018-23) Page 33
- E. Letter of Appreciation Page 40
- F. Disposal of Fixed Assets – to approve disposal Page 41
- G. Annual Contract-Chlorine, Piggyback Town of Jupiter – to approve contract Page 42
- H. Payment Processing Services Renewal Purchase Order – to approve renewal Page 98
- I. Change Orders to Current Contracts – to approve modifications Page 99

7. REPORTS

- A. Neighborhood Sewering Page 153
- B. Legal Counsel's Report Page 156
- C. Engineer's Report Page 159
- D. Busch Wildlife Sanctuary Page 165
- E. Director's Report Page 166

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



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: August 9, 2018

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of July 19, 2018. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the July 19, 2018 Public Hearing and Regular Meeting as submitted.”

J:\BOARD\MinutesSamples\MinutesMemo.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

Ref. 12-2018

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
JULY 19, 2018

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice Chairman Rostock called the Public Hearing of July 19, 2018 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie
Dr. Rostock
Mr. Rockoff

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT ROLL FOR JUPITER INLET COLONY.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Vice Chairman Rostock adjourned the Public Hearing at 6:58 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
JULY 19, 2018

1. CALL TO ORDER

Vice Chairman Rostock called the Regular Meeting of July 19, 2018 to order at 7:00 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Dr. Rostock
Mr. Boggie
Mr. Rockoff

Staff Members in attendance were Dr. Arrington, Mr. Dean, Ms. Peterson and Mr. Campbell.

Consultants in attendance were Mr. Muniz from Hazen & Sawyer, Ms. Miranda and Ms. Wood from Holtz Consulting, Ms. Marshall and Mr. Pugsley from Mathews Consulting and Mr. Shenkman with Smith, Gaskill & Shenkman.

Amy Kight from Busch Wildlife Sanctuary was also in attendance.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of June 21, 2018 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the June 21, 2018 Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 5B was deleted and Item 5C was pulled for discussion. Item 6B was moved and placed immediately after Item 4A.

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

4A. LOXAHATCHEE WATERSHED STATUS

Dr. Arrington provided a summary of the Jupiter Inlet Colony sewer project.

6B. JUPITER INLET COLONY FINAL ASSESSMENT (2018-15)

Vice Chairman Rostock read the Proclamation of Appreciation to Mayor Comerford of Jupiter Inlet Colony.

Dr. Arrington reviewed the final assessment roll for Jupiter Inlet Colony and accepted payment (\$5,199,915.83) for the assessment from Mayor Comerford.

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

“THAT THE GOVERNING BOARD approve Resolution 2018-15 adopting the Jupiter Inlet Colony Final Assessment Roll and Exhibits.”

4B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

A. Island Country Estates Notice of Intent (2018-16)

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

“THAT THE GOVERNING BOARD approve Resolution 2018-16, the Notice of Intent to Assess, the Pending Lien Notice and the Exhibits for the Island Country Estates Assessment Area.”

D. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5C. Portable Generators-to approve purchase

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

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties (FSA&AC) contract with Kelly Tractor for 150KW (G180) Mobile Generator Package Specification #72 with contract deduct amounts for G50 (38KW), G100 (80 KW) and G130 (104KW) portable generators in accordance with Kelly Tractor’s proposal dated June 22, 2018 in the amount of \$391,350.00.”

C. DRAFT BUDGET FISCAL YEAR 2019

Dr. Arrington reviewed his budget matrix for Fiscal Year 2019. Mr. Rockoff discussed his desire to make the District campus more efficient and would like to include site planning of new buildings in the capital budget. Mr. Boggie would like to see where the improvements would fit in the District’s Strategic Plan.

No 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

Ms. Kight presented the Busch dashboard.

E. DIRECTOR’S REPORT

Dr. Arrington reviewed the employee longevity awards.

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business.

9. COMMENTS FROM THE BOARD

The Board thanked Ms. Kight for her presentation.

10. ADJOURNMENT

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

“That the Regular Meeting of July 19, 2018 adjourn at 8:20.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



Fish On!



SUMMER '18

RIVER CENTER
13,282 FEET THROUGH THE DOOR
123 SMILING CAMPER
4,786 FISH
10 WEEKS OF FUN IN THE SUN



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		% of Target	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		≥ 90%	< 7.7	<2	Zero	Zero	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥ 80%	≥ 80%	Zero	mean ≥ 69	min ≥ 20 ‰	90% of sites ≤ 200
Yellow		< 90%	< 8.8	≥ 2	1	≥ 1	≥ 1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥ 60%	≥ 60%	-	mean ≥ 35	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
Red		<75%	≥ 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
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
2016 Baseline		2,169	6.7	0	0	1	0	1,063	12	\$ 33,223,653	96%	90%	100%	85%	0	104	18	1 > 200
2017 Baseline		106%	6.4	1	0	4	0	1,198	8	\$ 29,414,255	97%	83%	97%	85%	0	79	17	1 > 200
2017	July	111%	6.2	0	1	1	0	1011	4	\$ 29,834,468	95%	88%	100%	79%	0	89	27.0	1 > 200
	Aug	87%	6.0	0	0	3	0	1056	15	\$ 30,208,664	95%	88%	100%	79%	0	73	23.4	0 > 200
	Sept	71%	6.2	6	3*	9	0	1355	6	\$ 28,132,953	95%	88%	100%	79%	0	25	11.2	0 > 200
	Oct	103%	6.2	0	0	5	0	1482	10	\$ 28,969,760	100%	72%	93%	93%	0	143	6.5	3 > 400
	Nov	139%	7.1	0	0	0	0	1124	2	\$ 29,973,080	97%	80%	93%	93%	0	77	14.4	1 > 200
	Dec	126%	6.8	0	0	3	0	1159	11	\$ 29,366,604	98%	82%	93%	87%	0	68	20.7	3 > 200
	2018 Jan	121%	7.1	0	0	3	0	1240	15	\$ 29,774,007	99%	81%	93%	67%	1	84	27.6	1 > 200
	Feb	118%	7.1	0	0	0	0	1299	10	\$ 31,873,924	97%	82%	93%	60%	0	43	31.8	0 > 200
	Mar	104%	7.0	0	0	1	0	1322	6	\$ 30,590,419	101%	86%	93%	60%	0	0	33.6	1 > 200
	Apr	89%	6.8	0	0	1	0	1350	14	\$ 30,470,440	101%	88%	93%	47%	0	0	32.3	1 > 200
	May	139%	7.2	1	0	4	0	1245	0	\$ 32,001,517	101%	89%	93%	47%	1	11	7.0	5 > 400
	June	100%	7.1	3	0	3	0	1061	6	\$ 30,357,463	100%	88%	93%	47%	0	229	8.6	6 > 200
	July	102%	6.5	0	0	3	0	987	5	\$ 36,393,890	100%	88%	93%	27%	1	197	11.0	0 > 200
Consecutive Months at Green		3	110	1	10	0	60	95	15	109	73	5	34	0	0	2	0	1
Metric Owner		O'Neill	Campbell	Dean	Dean	Campbell	Campbell	Campbell	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Campbell	Howard	Howard	Howard

Metric	Explanation
Sewer Overflow	We had three minor wastewater spills this month. All 3 incidents occurred when a contractor damaged a low pressure force main. A different contractor was involved at each location. All spills were attended to by District staff, repairs were made promptly, and the affected area was cleaned and disinfected.
Capital Projects	Whispering Trails sewerage moving ahead but delayed due to permitting. Master Lift Station Rehab moving ahead but behind schedule. Alt. A1A force main connection moving ahead but delayed due to permitting. Jupiter Farms Elem. force main delayed by switch to alternate route. Turtle Creek Subsystems II & III delayed close out due to inability to obtain POA sign off on irrigation and landscaping. JORC force main replacement is behind schedule. Lift Station 70 & 71 permanent generators are in process but installation will not occur until next FY. Lift Station rehabs postponed until next fiscal year.
Employee Safety	One of our environmental educators suffered an injured shin when a wave knocked her down while leading a class at Blowing Rocks. The incident was reported and documented by our Safety & Compliance Officer that day. Medical treatment was sought to assess the injury, and the staff member returned to work with no missed time or work restrictions.
Salinity	Relatively wet condition, including mean flow over Lainhart Dam of 197 cfs, have continued relatively low salinity conditions in the downstream estuary.

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

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: August 9, 2018
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. 8th Street Preliminary Assessment (2018-17)
- B. Chippewa Street Preliminary Assessment (2018-19)
- C. 120+140 Ocean Drive Preliminary Assessment (2018-21)
- D. 96 Pine Hill Drive Preliminary Assessment (2018-23)
- E. Letter of Appreciation
- F. Disposal of Fixed Assets – to approve disposal
- G. Annual Contract-Chlorine, Piggyback Town of Jupiter – to approve contract
- H. Payment Processing Services Renewal Purchase Order – to approve renewal
- I. Change Orders to Current Contracts – to approve modifications

Should you have any questions regarding 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 August 16, 2018 as presented.”

Signed,

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

D. Albrey Arrington, Ph.D.
Executive Director

J:\BOARD\Consent2018.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

TIMOTHY W. GASKILL

*Business, Probate
Family Litigation*

DONALD R. SMITH

*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN

*Board Certified Real Estate
Attorney*

BROOKEGROGAN

Attorney

BRANDON D. SMITH

Attorney

SMITH, GASKILL & SHENKMAN, P.A.

ATTORNEYS & COUNSELORS AT LAW

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Shenkman@LawPalmBeach.com

August 9, 2018

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE

AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY

MINDY VASSER

PERSONAL INJURY

BETH KOENIG

REAL ESTATE

JUDY D. MONTEIRO

DENISE B. PAOLUCCI

MELISSA KAJEEJIT

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 2018-17 and Preliminary Assessment Roll for 8TH STREET

Dear Albrey & Clint:

Please attach to this letter Resolution 2018-17, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for SEPTEMBER 20, 2018 Preparation is necessary of the Notice to be published and mailed out by Friday, SEPTEMBER 7, 2018.

A SUGGESTED MOTION for the Board at the AUGUST 16, 2018 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2018-17 adopting the 8TH STREET Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2018-17

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **8TH STREET** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **8TH STREET** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-09** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **8TH STREET** Assessment Area in **PALM BEACH** County, Florida.

WHEREAS, the Governing Board has considered the presentation of the District Engineer and considered such recommendations to be in accordance with the requests and the best interests of the citizens of the District.

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **8TH STREET** Assessment Area.

WHEREAS, the District’s previous Resolution **2018-09** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the District Clerk has prepared the Preliminary Assessment Roll attached hereto as Exhibits “A” and “B”.

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

Section 1. The District adopts the Preliminary Assessment Roll in the form as attached hereto as Exhibits “A” and “B”.

RESOLUTION 2018-17
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **20th day of September, 2018** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

Section 3. During the Board of Adjustment hearing, such affected property owner may present information to the Governing Board in relation to his Special Assessment and the project, provided that such property owners must submit in writing to the District either prior to or at the time of said meeting of the Board of Adjustment their objections to the Special Assessment.

Section 4. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Hearing of the Governing Board as the Board of Adjustment as set forth herein.

Section 5. The District Clerk shall file Proof of Publication and Proof of Written Notice to the affected property owners at the Board of Adjustment hearing.

Section 6. Resolutions No. **2018-09 and 2018-17** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **September 20, 2018** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

Section 8. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Meeting of the Governing Board to confirm the Final Assessment Roll.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION 2018-17
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 10. In the event that any portion of this Resolution is found to be unconstitutional or illegal, it shall be severed herefrom without affecting the validity or enforceability of the remaining portions of this Resolution.

Section 11. 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 16th day of **August, 2018.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

JAMES D. SNYDER

STEPHEN ROCKOFF

GORDON M. BOGGIE

HARVEY SILVERMAN

DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
8TH STREET 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 **8TH STREET** Assessment Area shall be **\$7,762.74** per parcel of property in the **8TH STREET** 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.

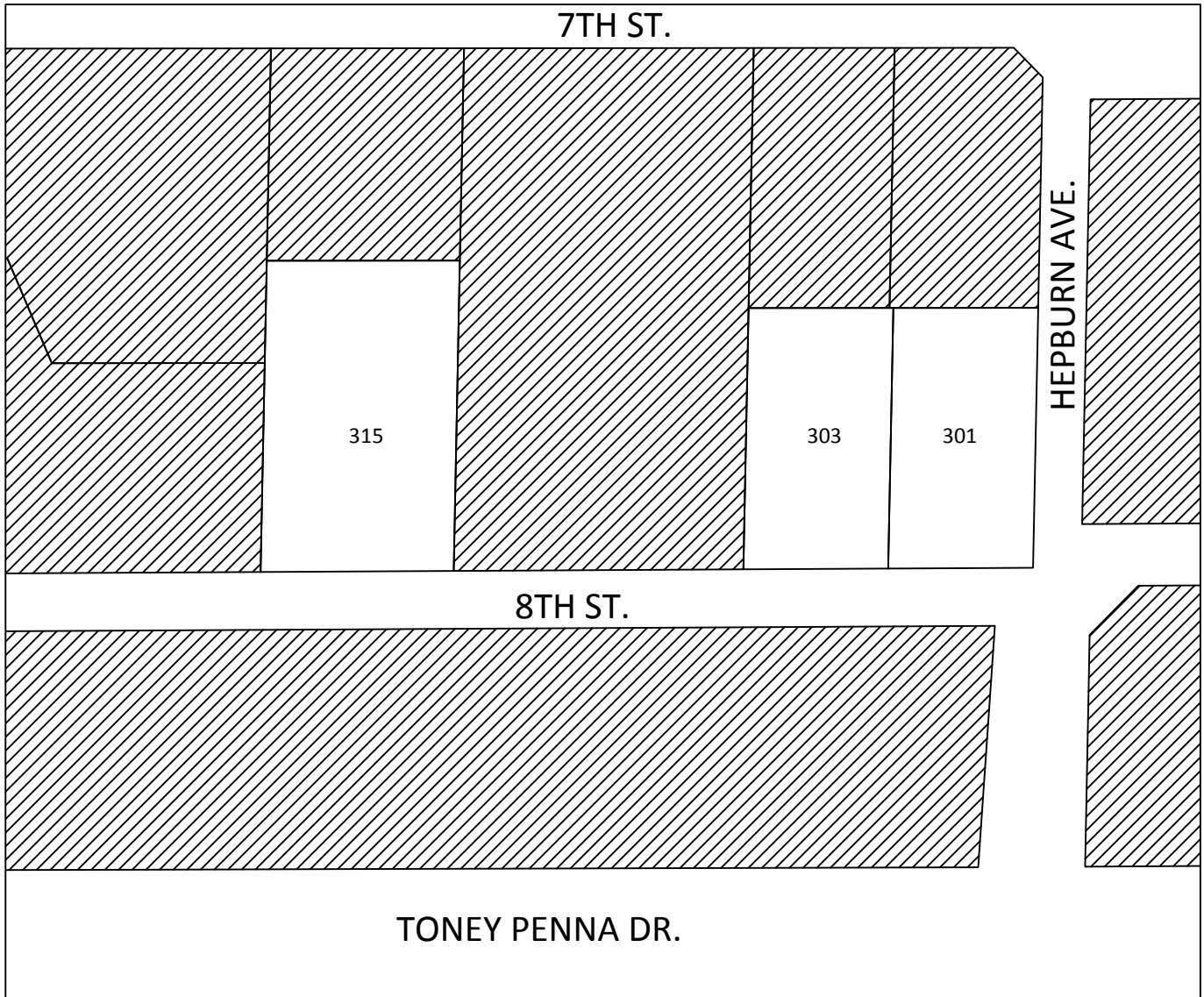
PAYMENT OF ASSESSMENT. As to Parcels of **8TH STREET** Assessment Area Property in EXHIBIT "B", the **\$6,986.47** assessment may be paid, interest free, at the office of the District on or before May 1, 2019.

Owners who do not pay the \$6,986.47 assessment on or before May 1, 2019 shall have the \$6,986.47 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2018, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$653.08, commencing with the November 1, 2019 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B" "8TH STREET LOW PRESSURE SEWER SYSTEM"



LEGEND



NOT IN ASSESSMENT AREA

JUPITER, FLORIDA

03-09-2018

8TH ST.

Mr. A Wilson/Mr. E Wilson
re: 315 8th St
315 8th St
Jupiter FL 33458
30-42-41-01-07-021-0060

Mr. Julio Gamas
re: 303 8th St
303 8th St
Jupiter FL 33458
30-42-41-01-07-021-0090

PD1 Properties LLC
re: 301 8th St
450 S Old Dixie Hwy, 8
Jupiter FL 33458
30-42-41-01-07-021-0110

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 GROGAN

Attorney

BRANDON SMITH

Attorney

SMITH, GASKILL & SHENKMAN, P.A.

ATTORNEYS & COUNSELORS AT LAW

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March 22, 2018

LEGAL ASSISTANTS

**CIVIL TRIAL, PROBATE
AND FAMILY LAW**

KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP
JAMEESHA ROCK

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email

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

Re: Initial Resolution for **CHIPPEWA STREET** Assessment Area

Dear Dr. Arrington and Mr. Yerkes:

Per your request, please attach to this letter the Pending Lien Notice, Notice of Intent to Assess, Resolution 2018-19, the PROPOSED "Exhibit B Description of Improvements", "Exhibit B Map of the Assessment Area", and preliminary List of Property Owners.

A **SUGGESTED MOTION** for the Board to consider is:

"THAT THE GOVERNING BOARD approve Resolution 2018-19, the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **CHIPPEWA STREET** Assessment Area."

I will bring the originals to be signed at the Governing Board meeting, and leave them for the District to electronically record in the Public Records.

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2018-19

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **CHIPPEWA ST.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **CHIPPEWA ST.** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-11** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **CHIPPEWA ST.** Assessment Area in **PALM BEACH** County, Florida.

WHEREAS, the Governing Board has considered the presentation of the District Engineer and considered such recommendations to be in accordance with the requests and the best interests of the citizens of the District.

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **CHIPPEWA ST.** Assessment Area.

WHEREAS, the District’s previous Resolution **2018-11** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the District Clerk has prepared the Preliminary Assessment Roll attached hereto as Exhibits “A” and “B”.

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

Section 1. The District adopts the Preliminary Assessment Roll in the form as attached hereto as Exhibits “A” and “B”.

RESOLUTION 2018-19
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **20th day of September, 2018** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

Section 3. During the Board of Adjustment hearing, such affected property owner may present information to the Governing Board in relation to his Special Assessment and the project, provided that such property owners must submit in writing to the District either prior to or at the time of said meeting of the Board of Adjustment their objections to the Special Assessment.

Section 4. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Hearing of the Governing Board as the Board of Adjustment as set forth herein.

Section 5. The District Clerk shall file Proof of Publication and Proof of Written Notice to the affected property owners at the Board of Adjustment hearing.

Section 6. Resolutions No. **2018-11 and 2018-19** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **September 20, 2018** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

Section 8. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Meeting of the Governing Board to confirm the Final Assessment Roll.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION 2018-19
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 10. In the event that any portion of this Resolution is found to be unconstitutional or illegal, it shall be severed herefrom without affecting the validity or enforceability of the remaining portions of this Resolution.

Section 11. 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 16th day of **August, 2018.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

JAMES D. SNYDER

STEPHEN ROCKOFF

GORDON M. BOGGIE

HARVEY SILVERMAN

DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
CHIPPEWA ST. 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 **CHIPPEWA ST.** Assessment Area shall be **\$6,153.80** per parcel of property in the **CHIPPEWA ST.** 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.

PAYMENT OF ASSESSMENT. As to Parcels of **CHIPPEWA ST.** Assessment Area Property in EXHIBIT "B", the **\$5,538.41** assessment may be paid, interest free, at the office of the District on or before May 1, 2019.

Owners who do not pay the \$5,538.41 assessment on or before May 1, 2019 shall have the \$5,538.41 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2018, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$517.72, commencing with the November 1, 2019 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"

"CHIPPEWA STREET LOW PRESSURE SEWER SYSTEM"



LEGEND



NOT IN ASSESSMENT AREA

JUPITER, FLORIDA

03-09-2018

CHIPPEWA ST.

Ms. Sondra Cottrell
re: 917 Chippewa St
917 Chippewa St
Jupiter FL 33458
30-42-41-02-02-015-0021

Ms. Rebecca Searcy
re: 915 Chippewa St
915 Chippewa St
Jupiter FL 33458
30-42-41-02-02-015-0031

Mr. R. Garrett Tandy Jr
re: 913 Chippewa St
913 Chippewa St
Jupiter FL 33458
30-42-41-02-02-015-0041

Mr. James Merrill
re: 911 Chippewa St
909 Chippewa St
Jupiter FL 33458
30-42-41-02-02-015-0051

Mr. & Mrs. Clarence Wilbur
re: 907 Chippewa St
907 Chippewa St
Jupiter FL 33458
30-42-41-02-02-015-0070

Valenti Fam Trust
re: 905 Chippewa St
7550 155th Pl N
Palm Bch Grdns FL 33418
30-42-41-02-02-015-0080

TIMOTHY W. GASKILL

*Business, Probate
Family Litigation*

DONALD R. SMITH

*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN

*Board Certified Real Estate
Attorney*

BROOKEGROGAN

Attorney

BRANDON D. SMITH

Attorney

SMITH, GASKILL & 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

August 9, 2018

LEGAL ASSISTANTS

**CIVIL TRIAL, PROBATE
AND FAMILY LAW**

KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER

PERSONAL INJURY

BETH KOENIG

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

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 2018-21 and Preliminary Assessment Roll for 120 + 140 OCEAN DRIVE

Dear Albrey & Clint:

Please attach to this letter Resolution 2018-21, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for SEPTEMBER 20, 2018 Preparation is necessary of the Notice to be published and mailed out by Friday, SEPTEMBER 7, 2018.

A SUGGESTED MOTION for the Board at the AUGUST 16, 2018 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2018-21 adopting the
120 + 140 OCEAN DRIVE Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2018-21

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **120+140 OCEAN DR.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **120+140 OCEAN DR.** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-06** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **120+140 OCEAN DR.** Assessment Area in **PALM BEACH** County, Florida.

WHEREAS, the Governing Board has considered the presentation of the District Engineer and considered such recommendations to be in accordance with the requests and the best interests of the citizens of the District.

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **120+140 OCEAN DR.** Assessment Area.

WHEREAS, the District’s previous Resolution **2018-06** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the District Clerk has prepared the Preliminary Assessment Roll attached hereto as Exhibits “A” and “B”.

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

Section 1. The District adopts the Preliminary Assessment Roll in the form as attached hereto as Exhibits “A” and “B”.

RESOLUTION 2018-21
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **20th day of September, 2018** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

Section 3. During the Board of Adjustment hearing, such affected property owner may present information to the Governing Board in relation to his Special Assessment and the project, provided that such property owners must submit in writing to the District either prior to or at the time of said meeting of the Board of Adjustment their objections to the Special Assessment.

Section 4. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Hearing of the Governing Board as the Board of Adjustment as set forth herein.

Section 5. The District Clerk shall file Proof of Publication and Proof of Written Notice to the affected property owners at the Board of Adjustment hearing.

Section 6. Resolutions No. **2018-06 and 2018-21** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **September 20, 2018** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

Section 8. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Meeting of the Governing Board to confirm the Final Assessment Roll.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION 2018-21
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 10. In the event that any portion of this Resolution is found to be unconstitutional or illegal, it shall be severed herefrom without affecting the validity or enforceability of the remaining portions of this Resolution.

Section 11. 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 **16th** day of **August, 2018.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

JAMES D. SNYDER

STEPHEN ROCKOFF

GORDON M. BOGGIE

HARVEY SILVERMAN

DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
120+140 OCEAN DR. 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 **120+140 OCEAN DR.** Assessment Area shall be **\$5,934.72** per parcel of property in the **120+140 OCEAN DR.** 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.

PAYMENT OF ASSESSMENT. As to Parcels of **120+140 OCEAN DR.** Assessment Area Property in EXHIBIT "B", the **\$5,341.24** assessment may be paid, interest free, at the office of the District on or before May 1, 2019.

Owners who do not pay the \$5,341.24 assessment on or before May 1, 2019 shall have the \$5,341.24 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2018, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$499.29, commencing with the November 1, 2019 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"

"[REDACTED] [REDACTED] OCEAN DRIVE"

LOW PRESSURE SEWER SYSTEM



LEGEND

 NOT IN ASSESSMENT AREA

JUNO BEACH, FLORIDA

01-02-2018

120_140 OD

Mr. Nicholas Konst
re: 140 Ocean Dr
140 Ocean Dr
Juno Beach FL 33408
28-43-41-28-01-000-0422

Mr. & Mrs. Charles Wilson
re: 120 Ocean Dr
8777 Belmart Rd
Potomac MD 20854
28-43-41-28-01-000-0425

TIMOTHY W. GASKILL

*Business, Probate
Family Litigation*

DONALD R. SMITH

*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN

*Board Certified Real Estate
Attorney*

BROOKEGROGAN

Attorney

BRANDON D. SMITH

Attorney

SMITH, GASKILL & SHENKMAN, P.A.

ATTORNEYS & COUNSELORS AT LAW

ESTABLISHED 1973

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Shenkman@LawPalmBeach.com

August 9, 2018

LEGAL ASSISTANTS

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MELISSA KAJEEJIT

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 2018-23 and Preliminary Assessment Roll for 96 PINE HILL TRAIL E.

Dear Albrey & Clint:

Please attach to this letter Resolution 2018-23, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for SEPTEMBER 20, 2018 Preparation is necessary of the Notice to be published and mailed out by Friday, SEPTEMBER 7, 2018.

A SUGGESTED MOTION for the Board at the AUGUST 16, 2018 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2018-23 adopting the 96 PINE HILL TRAIL E. Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2018-23

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **96 PINE HILL TRAIL E. ASSESSMENT AREA IMPROVEMENTS**; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **96 PINE HILL TRAIL E. ASSESSMENT AREA IMPROVEMENTS** AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-10** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **96 PINE HILL TRAIL E. Assessment Area** in **PALM BEACH** County, Florida.

WHEREAS, the Governing Board has considered the presentation of the District Engineer and considered such recommendations to be in accordance with the requests and the best interests of the citizens of the District.

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **96 PINE HILL TRAIL E. Assessment Area**.

WHEREAS, the District’s previous Resolution **2018-10** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the District Clerk has prepared the Preliminary Assessment Roll attached hereto as Exhibits “A” and “B”.

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

Section 1. The District adopts the Preliminary Assessment Roll in the form as attached hereto as Exhibits “A” and “B”.

RESOLUTION 2018-23
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **20th day of September, 2018** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

Section 3. During the Board of Adjustment hearing, such affected property owner may present information to the Governing Board in relation to his Special Assessment and the project, provided that such property owners must submit in writing to the District either prior to or at the time of said meeting of the Board of Adjustment their objections to the Special Assessment.

Section 4. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Hearing of the Governing Board as the Board of Adjustment as set forth herein.

Section 5. The District Clerk shall file Proof of Publication and Proof of Written Notice to the affected property owners at the Board of Adjustment hearing.

Section 6. Resolutions No. **2018-10 and 2018-23** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **September 20, 2018** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

Section 8. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Meeting of the Governing Board to confirm the Final Assessment Roll.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION 2018-23
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 10. In the event that any portion of this Resolution is found to be unconstitutional or illegal, it shall be severed herefrom without affecting the validity or enforceability of the remaining portions of this Resolution.

Section 11. 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 **16th** day of **August, 2018.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

JAMES D. SNYDER

STEPHEN ROCKOFF

GORDON M. BOGGIE

HARVEY SILVERMAN

DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
96 PINE HILL TRAIL E. 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 **96 PINE HILL TRAIL E. Assessment Area** shall be **\$7,207.85** per parcel of property in the **96 PINE HILL TRAIL E. 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.

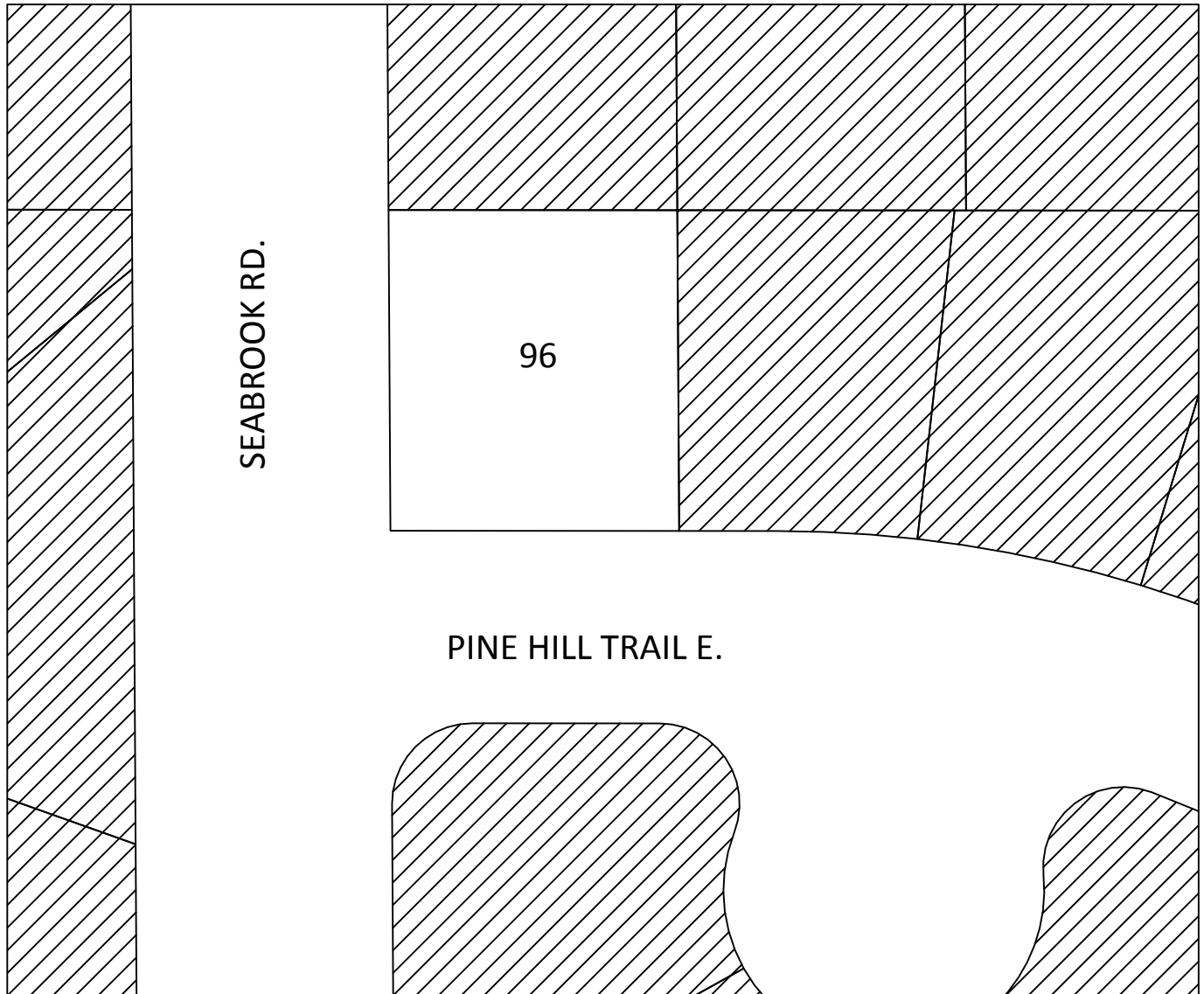
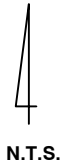
PAYMENT OF ASSESSMENT. As to Parcels of **96 PINE HILL TRAIL E. Assessment Area** Property in EXHIBIT "B", the **\$6,487.07** assessment may be paid, interest free, at the office of the District on or before May 1, 2019.

Owners who do not pay the \$6,487.07 assessment on or before May 1, 2019 shall have the \$6,487.07 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2018, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$606.40, commencing with the November 1, 2019 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"
"PINE HILL TRAIL EAST
LOW PRESSURE SEWER SYSTEM"



LEGEND



NOT IN ASSESSMENT AREA

TEQUESTA, FLORIDA

03-13-2018

PHTS ST.

Ms. Maria Orge
re: 96 Pine Hill Trl E
96 Pine Hill Trl E
Jupiter FL 33469
60-42-40-25-00-000-1052

The Letter of Appreciation was not ready at notebook delivery time.

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

To: Governing Board
From: Kara Peterson, Director of Finance and Administration
Date: August 10, 2018
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature we are required by Florida Statutes to bring the matter to the attention of the governing body. Therefore, consistent with our procedures, I request your authorization to dispose of the item listed below:

Tag #	F/A #	Description	Date Recorded	Acquired Value	Book Value
2276	ME292	Bomag Plate Compactor	09/30/00	\$ 5,295	\$ -
Total Assets to be Disposed				\$ 5,295	\$ -

This item is no longer of use to the District and will be sold or scrapped.

If you have any questions, please feel free to contact me.

I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number ME292 in the schedule above.”

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.

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

DATE: August 9, 2018

SUBJECT: Chlorine: Award of Contract

Chlorine disinfection is an essential part of the plant treatment system and the production of IQ water. We are proposing to “piggy-back” on the Town of Jupiter’s Chemical Bid W1904A Contract for Supplying Liquid Chlorine. Both the Town of Jupiter and Allied Universal have provided consent to the “piggy-back”.

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Town of Jupiter Chemical Bid W1904A Contract for Supplying Liquid Chlorine and execution of a District purchase order in the amount of \$71,968.40.40 for the purchase of bulk chlorine from Allied Universal Corporation for the period October 1, 2018 through September 30, 2019.

Should you have any questions please contact Clint Yerkes or myself.

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

TOWN OF JUPITER UTILITIES



ORIGINAL

EXECUTED CONTRACT

Chemical Bid W1904A

Contract for Supplying Liquid Chlorine

May 2018

**TODD R. WODRASKA
RON DELANEY
WAYNE POSNER
JIM KURETSKI
ILAN KAUFER
MATT BENOIT
DAVID L. BROWN**

**MAYOR
VICE-MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
TOWN MANAGER
DIRECTOR OF UTILITIES**

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TOWN OF JUPITER

INVITATION TO BID

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

CONTRACTS FOR SUPPLYING:

- Liquid Chlorine – (W1904A)
- Sulfuric Acid—(W1904B)
- Sodium Hydroxide (Caustic)—(W1904C)

FOR

TOWN OF JUPITER UTILITIES

JUPITER, FLORIDA

Until 2:00PM, Local Time, June 5, 2018 at which time and place all bids received will be publicly opened and read aloud in the Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper in accordance with the Instruction to Bidders. Bids received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
June 5, 2018, 2:00 PM
Chemical Bids (W1904)

The nature and scope of this project is:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or any of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), for a period of one year beginning October 1, 2018 through September 30, 2019 in accordance with the contract specifications. Each bid includes an alternate Bid Item to supply the chemical(s) for a three year guaranteed unit price. Each of the chemicals will be supplied under separate contracts. All bids must be on a Unit Price basis (F.O.B.) on the Proposal Form.

Questions concerning the Bid shall be directed to Paul Jurczak, Water Plant Facilities Manager, in writing (fax: 561-743-8733), in accordance with the Instructions to Bidders. Site visits, if desired, may be scheduled with Paul Jurczak at 561-741-2602.

Bid Documents are available on Demandstar.com on May 7, 2018 and can be downloaded for \$5.00 from Demandstar by signing up for a free agency subscription for the Town of Jupiter at www.demandstar.com. Hard copies of Bid Documents may also be purchased at www.demandstar.com by emailing demandstar@onvia.com. Payment for Bid Documents is non-refundable.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council,
Town of Jupiter

Sally Boylan, Town Clerk

PUBLISHED: Palm Beach Post

DATES: May 6, 2018

INSTRUCTION TO BIDDERS

1. SPECIAL CONDITION - PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form PUR. 7068, **SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**, in the spaces(s) provided, and enclose it with the bid/proposal

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.
- 2.2 Complete sets of Bidding Documents, including Addenda, shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner in preparing Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not infer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate qualifications to furnish the goods and special services, each Bidder must be prepared to submit within five days of Owner's request written information, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.
- 3.2 Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located.
- 3.3 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.4 No Bid will be accepted from nor will any contract be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner or who is providing testimony in current litigation against the Owner or who has a financial interest in any litigation against the Owner.

- 3.5 Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.
- 3.6 Owner reserves the right to request additional experience and reference information of the Contractor and his/her major subcontractors as may be required to conduct a thorough review of qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bidding Documents and all Addenda thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bidding Documents.
- 4.2 Site is accessible to the Bidder by appointment only to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Appointments may be scheduled with Paul Jurczak, Water Plant Facilities Manager at (561) 741-2602.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted to The Town of Jupiter Utilities, Attn: Paul Jurczak, Water Plant Facilities Manager in writing by Fax (561) 743-8733. Replies will be issued by Addenda if determined necessary, through Demandstar.com. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY: Not Required

7. CONTRACT DURATION

The Contract duration for the Base Bid is one year beginning October 1, 2018 and ending September 30, 2019. The Contract duration for the Alternate Bid is three years beginning on October 1, 2018 and ending September 30, 2021. Owner reserves the right to request the successful bidder begin the contract prior

to October 1, 2018. If a Contract is initiated prior to October 1, 2018 the Contract expiration dates will remain as stated.

8. BID PRICE

- 8.1 The price must be quoted as the TOTAL NET DELIVERED AMOUNT. The Town will be obliged to pay based on the contract unit price. The quantities indicated on the Proposal form are approximate and are used to establish bid prices. The Town does not guarantee this quantity as a minimum or maximum amount. Bidder certifies that the Contract Unit Price is valid regardless of the quantity purchased.
- 8.2 Since the Town is exempt from Federal Excise Tax, the Federal Transportation Tax, and Florida State Sales Tax, these taxes are NOT to be included in the bid prices. Necessary exemption certificates will be supplied to vendors for direct sales to the Town that are paid from Town funds.
- 8.3 Prices shall be shown in unit amounts, written in numerical figures, and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, the written unit amounts shall govern.
- 8.4 Discrepancies in the multiplication of estimated quantities and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.5 All applicable discounts shall be included in the Bid Price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.6 Chain discounts are not acceptable and will not be considered in determining an award. Firm discounts and prices are to be quoted for the specified terms of the contract.

9. BID FORM

- 9.1 The Bid Form is included herein (see Proposal).
- 9.2 Bid Forms must be completed in ink, typed or handwritten. The Bid price of each item on the form must be stated in numerals. Supplier must bid on or indicate "No Bid" for all alternates on the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit

prices and values. Incomplete bid forms may be considered non-responsive.

- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed clearly below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address and phone number to which communications regarding the Bid are to be directed, must be shown.
- 9.8 If the Bid form contains Alternate(s), Bidder must bid on the Alternate(s) or indicate "No Bid" for the Unit Price on the Bid Proposal form.

10. SUBMISSION OF BIDS

Two Bids (one original and one copy) shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that

Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

12. OPENING OF BIDS

12.1 Bids will be opened publicly.

12.2 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

13. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT

14.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity, will be resolved by using the stated unit price.

14.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, alternates, and unit process, if requested in bid form.

14.3 Owner may consider operating costs, maintenance considerations, performance data and guarantees of materials and equipment in evaluating bids.

14.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

14.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 14.6 If the contract is to be awarded, it will be awarded to the lowest responsive Bidder based on the Total Base Bid Cost F.O.B. (per Ton) or the Total Alternate Bid Cost F.O.B. (per Ton) on the Bid Form whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Owner.
- 14.7 If the contract is to be awarded, for either the Base Bid Cost F.O.B. (per Ton) or the Alternate Bid Cost F.O.B. (per Ton), Owner will issue a purchase order to the Supplier each year of the contract period at the beginning of each fiscal year (October).
- 14.8 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.
- 14.9 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there is reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders not to be a responsible or qualified Bidder.

15. SIGNING OF AGREEMENT

When Owner gives a Notice of Intent to Award to the Successful Bidder (aka Supplier), it will be accompanied by two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) calendar days thereafter Supplier shall sign and deliver both sets of the Agreement to Owner with all other Contract Documents attached. Within sixty (60) days thereafter, Owner will deliver one fully executed agreement to Supplier.

16. CONTRACT CANCELLATION

The Town of Jupiter reserves the right to cancel the Contract at any time with a thirty (30) day written notice. Town will be obligated only to pay Supplier for chemical delivered to and received by the Town prior to the end of the thirty (30) day notice.

17. INDEMNIFICATION

By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines, and damages (including attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to perform under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

18. EQUAL OPPORTUNITY

The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

19. OCCUPATIONAL HEALTH & SAFETY

19.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Safety Data Sheet ("SDS") which may be obtained from the manufacturer. The SDS must include the following information:

- 19.1.1 The chemical name and the common name of the toxic substance.
- 19.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
- 19.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 19.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 19.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 19.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

20. AUDIT RIGHTS

20.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required

by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.

20.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

22. SPECIAL LEGAL REQUIREMENTS

22.1 PUBLIC RECORDS

The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination

of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

(1) For purposes of this section, the term:

- (a) “Contractor” or “Supplier” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
- (b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request or fails to provide the public records to the public agency within a reasonable time, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

22.2 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

The Town of Jupiter encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

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Bidding Company Name: Allied Universal Corporation

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
CHEMICAL BID
CONTRACT FOR SUPPLYING LIQUID CHLORINE (W1904A)**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Bidder does declare that no person or persons other than the Bidder herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials called for.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows, all in accordance with the requirements and provisions of the Contract Documents. The quantities stated below are one (1) year and three (3) year estimates. Actual quantities may be less than or exceed the estimated quantities below.

The undersigned further declares that he proposes to furnish the item(s) called for within the specified time in this Proposal for the following prices:

Base Bid: (1 year Contract Period)

Contract for Supplying Liquid Chlorine - Estimated Quantity 467 Tons (1-year period)

Unit Price (Per Ton) \$514.06

Freight (Per Ton) \$Included

Total Base Bid Cost F.O.B. (Per Ton) \$514.06

Total Base Bid Cost for 467 Tons (F.O.B) \$240,066.02

Alternate Bid: (3 year Contract Period)

Contract for Supplying Liquid Chlorine- Estimated Quantity 1,401 Tons (3 year period)

Unit Price (Per Ton) \$ NO BID

Freight (Per Ton) \$

Total Alternate Bid Cost F.O.B. (Per Ton) \$

Total Alternate Bid Cost for 1,401 Tons (F.O.B) \$

Total Alternate Bid Estimated Annual Cost F.O.B. (Tons) \$

(THIS SPACE INTENTIONALLY LEFT BLANK.)

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and Owner may choose to offer the contract to the next low bidder or re-bid the contract.

The undersigned understands and accepts that the Contract commences on October 1, 2018 and continues for one year, ending September 30, 2019 if the contract is awarded based on the Total Base Bid; or continues for three years, ending on September 30, 2021 if the contract is awarded for the Total Alternate Bid. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2018 and that the Contract expiration dates will remain as stated.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a purchase order in October of each year of the contract period for the estimated annual quantity at the Total Base Bid Cost (F.O.B.) or the Total Alternate Bid Cost (F.O.B.), whichever the Contract is awarded for. Payment to the SUPPLIER will be based on the Total Base Bid Cost F.O.B. (per Ton) or Total Alternate Bid Cost F.O.B. (per ton) based on actual quantities delivered to and received by the Owner.

The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of _____ (insert number) Addenda for this Bid.

The undersigned is aware that The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or

lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 – 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The undersigned states that this proposal is the only proposal for this project in which he is interested.

COMPANY NAME Allied Universal Corporation
BUSINESS ADDRESS 3901 NW 115 Avenue., Miami, FL 33178
BUSINESS TELEPHONE 305-888-2623
SIGNATURE OF RESPONSIBLE OFFICIAL 
PRINT NAME & TITLE Cristhianne Munguia, Bid Coordinator
EMAIL ADDRESS OF RESPONSIBLE OFFICIAL Bids@Allieduniversal.com
STATE OF INCORPORATION Florida
DATE OF BID SUBMISSION June 5, 2018

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PROCEED TO NEXT PAGE

SWORN STATEMENT
PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Town of Jupiter
[print name of the public entity]

by Cristhianne Munguia, Bid Coordinator
[print individual's name and title]

for Allied Universal Corporation
[print name of entity submitting sworn statement]

whose business address is:

3901 NW 115 Avenue., Miami, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is:

59 0776285

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)I, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]


I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 29th day of May, 2018.

Personally known Cristhianne Munguia

OR Produced identification personally known Notary Public – State of Florida
(Type of identification)

My commission expires 6/22/18 
Gilda Fair

(Printed typed or stamped commissioned name notary public)



GILDA FAIR-FLANIGAN
MY COMMISSION # FF 134659
EXPIRES: June 22, 2018
Bonded Thru Budget Notary Services



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

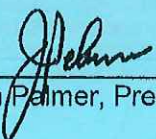
RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply and Delivery of Liquid Chlorine to Town of Jupiter.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 12th day of December 2017.

(Seal of Corporation)



Jim Palmer, President - CEO

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

This is to certify that as required, all Liquid Chlorine to be furnished to Town of Jupiter will comply with applicable ANSI/AWWA Standard B301-99 and NSF requirements of this Specification or as may be amended.


Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 29th day of May 2018

Notary Public of the State of Florida.


Notary Public



GILDA FAIR-FLANIGAN
MY COMMISSION # FF 134659
EXPIRES: June 22, 2018
Bonded Thru Budget Notary Services

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1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

REFERENCES

CHLORINE

MIAMI DADE WATER & SEWER
MIAMI, FL
ED TURNER
(305) 607-0911
(305) 805-1620
JTURN@MIAMIDADE.GOV

ORLANDO UTILITIES COMMISSION
ORLANDO, FL
BRADLEY JEWELL
(407) 384-4051
(407) 384-4113
BJEWELL@OUC.COM

PINELLAS COUNTY
CLEARWATER, FL
GALE MCCORMICK
(727) 464-3311
(727) 464-3925
GMCCORMI@CO.PINELLAS.FL.US

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ORLANDO, FL 32802
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CITY OF TAMPA
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The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, May 29, 2018** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Chlorine&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website \(http://www.allieduniversal.com\)](http://www.allieduniversal.com)

Facility : Miami, FL

Chlorine[CL]

Trade Designation	Product Function	Max Use
Chlorine	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Chlorine[CL]

Trade Designation	Product Function	Max Use
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Chlorine[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 5

Processing time was 0 seconds



SAFETY DATA SHEET

1. Identification

Product identifier	Chlorine		
Other means of identification			
SDS number	AUC-005		
Synonyms	Liquid Chlorine * Elemental Chlorine * Molecular chlorine * Compressed Chlorine Gas		
Recommended use	Production of chlorinated inorganic and organic chemicals; bleaching agent for paper, textiles and fabrics; used in water purification, sewage disinfection and food processing.		
Recommended restrictions	Professional use only		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Oxidizing gases	Category 1
	Gases under pressure	Liquefied gas
Health hazards	Acute toxicity, inhalation	Category 2
	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, long-term hazard	Category 1
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May cause or intensify fire; oxidizer. Contains gas under pressure; may explode if heated. Causes severe skin burns and eye damage. Fatal if inhaled. May cause respiratory irritation. Very toxic to aquatic life.
Precautionary statement	
Prevention	Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Do not breathe gas. Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wash hands and face thoroughly after handling. Wear protective gloves/clothing and eye/face protection. Avoid release to the environment.

Response	Specific treatment is urgent (see this label). IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. IF INHALED: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. In case of fire: Stop leak if safe to do so. Collect spillage.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Protect from sunlight.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Toxic fumes, gases or vapors may evolve on burning. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Combines with water to produce hydrochloric and hypochlorous acid. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Direct contact with liquefied gas may cause frostbite and corrosive injury to the eyes.
Supplemental information	Keep away from heat. Make sure valves on gas cylinders are fully opened when gas is used. Open cylinder valve slowly to prevent rapid decompression and damage to valve seat. Use smallest possible amounts in designated areas with adequate ventilation. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Secure cylinders in an upright position at all times, close all valves when not in use. Establish written emergency plan and special training where chlorine is used. Regularly inspect and test piping and containers used for chlorine service.

3. Composition/information on ingredients

Substances

Chemical name	Common name and synonyms	CAS number	%
Chlorine	Liquid Chlorine Elemental Chlorine Molecular chlorine Compressed Chlorine Gas	7782-50-5	99.5

4. First-aid measures

Inhalation	Take proper precautions to ensure your own safety before attempting rescue (e.g. wear appropriate protective equipment, use the buddy system). IF INHALED: Remove person to fresh air and keep comfortable for breathing. If breathing is difficult, trained personnel should give oxygen. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Immediately call a POISON CENTER or doctor/physician.
Skin contact	IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Do not rub area of contact. Gently remove clothing or jewelry. Carefully cut around clothing that sticks to the skin. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor/physician. Discard any shoes or clothing items that cannot be decontaminated.
Eye contact	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Take care not to rinse contaminated water into the unaffected eye or onto the face. Do not rub eyes. Immediately call a POISON CENTER or doctor/physician.
Ingestion	Not an expected route of entry under normal conditions of use. If ingestion of a large amount does occur, call a poison control center immediately. Do not induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions.

Most important symptoms/effects, acute and delayed	<p>Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.</p> <p>Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.</p> <p>Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.</p>
Indication of immediate medical attention and special treatment needed	<p>Immediate medical attention is required. Fatal if inhaled. Causes chemical burns. Symptoms may be delayed. Keep victim under observation. Medical supervision for minimum 48 hours. Provide general supportive measures and treat symptomatically.</p>
General information	<p>First-aid procedures should be reviewed by appropriate personnel familiar with chlorine and its conditions of use in the workplace.</p> <p>Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.</p>

5. Fire-fighting measures

Suitable extinguishing media	<p>Extinguishing media - small fires: Dry chemicals. Carbon dioxide (CO₂).</p> <p>Extinguishing media - large fires: Water Spray or Fog. Foam.</p>
Unsuitable extinguishing media	<p>Use water with caution. May react with water. Do not use direct water spray or water jet as an extinguisher, as this will spread the fire.</p>
Specific hazards arising from the chemical	<p>Pressurized container may explode when exposed to heat or flame. May react to cause fire and or explosion upon contact with many organic compounds, ammonia, hydrogen and with many metals at elevated temperatures. Chlorine will support the burning of most combustible materials. Combines with water to produce hydrochloric and hypochlorous acid. Liquefied chlorine can accumulate static charge by flow or agitation, since it has a very low electrical conductivity. Chlorine containers or cylinders may vent rapidly or rupture violently, if exposed to fire or excessive heat for a sufficient period of time. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container. Vapors are heavier than air and may spread along floors. Toxic fumes, gases or vapors may evolve on burning.</p>
Special protective equipment and precautions for firefighters	<p>Firefighters should wear full protective clothing including self contained breathing apparatus. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. A full-body chemical resistant suit should be worn.</p>
Fire fighting equipment/instructions	<p>Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. Move containers from fire area if you can do so without risk. Remove combustible materials. Stop the flow of gas before extinguishing fire, if safe to do so. Use water spray to direct escaping gas away from workers if it is necessary to stop the flow of gas. Cool containers exposed to heat with water spray and remove container, if no risk is involved. Stay away from ends of cylinders and withdraw immediately in case of rising sounds or discoloration of containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.</p>
Specific methods	<p>Use standard firefighting procedures and consider the hazards of other involved materials.</p>
General fire hazards	<p>The product itself does not burn. However, material is considered to be an oxidizing gas. Supporter of combustion and can intensify a fire.</p>
Hazardous combustion products	<p>Toxic chemicals are formed when combustible materials burn in chlorine. These may include corrosive hydrogen chloride gas and other chlorine compounds.</p>

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	<p>Restrict access to area until completion of clean-up. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Consider initial downwind evacuation for at least 500 meters (1/3 mile). Ensure clean-up is conducted by trained personnel only. Ventilate closed spaces before entering them. Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks). Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.</p>
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Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. Use only non-sparking tools. Keep combustibles (wood, paper, oil, etc.) away from spilled material. Remove or isolate incompatible materials as well as other hazardous materials. Do not spray leak with water since a reaction producing corrosive hypochlorous and hydrochloric acids occurs, which can aggravate the leak.

May be absorbed and neutralized into solutions of caustic soda, or lime and placed in polypropylene, polyvinyl chloride, fibreglass or lead containers. Since hypochlorites are formed, the solutions must be treated with a reducing agent such as sodium sulfite before disposal. Do not immerse container in caustic solution.

Large Spills: Large uncontrollable leaks require environmental considerations and possible evacuation of the surrounding area. When possible draw off chlorine to process or disposal system

Contact the proper local authorities.

Environmental precautions

For waste disposal, see section 13 of the SDS.

Avoid release to the environment. Prevent entry into waterways, sewer, basements or confined areas. Contact local authorities in case of spillage to drain/aquatic environment.

7. Handling and storage

Precautions for safe handling

Establish written emergency plan and special training where chlorine is used.

Use only outdoors or in a well-ventilated area. Wear respiratory protection. Wear protective gloves/clothing and eye/face protection. See Section 8 of the SDS for Personal Protective Equipment. Do not breathe gas. Avoid contact with eyes, skin, and clothing. Regularly inspect and test piping and containers used for chlorine service. Liquid chlorine lines must have suitable expansion chambers between block valves due to high coefficient of expansion. Keep away from heat. Keep/Store away from clothing and other combustible materials. Keep reduction valves free from grease and oil. Use only chlorine compatible lubricants. Use smallest possible amounts in designated areas with adequate ventilation. Shut flow off at cylinder valve and not just at the regulator after use. Use a suitable hand truck to move cylinders; do not drag, roll, slide, or drop. Protect against physical damage. Wash hands after handling and before eating.

Conditions for safe storage, including any incompatibilities

Store in steel pressure cylinders in a cool, dry area outdoors or in well-ventilated, detached or segregated areas of non-combustible construction. Keep container tightly closed. Store locked up. Protect from sunlight. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Do not store near combustible materials. Wood and other organic materials should not be used on floors, structural materials, or ventilation systems in the storage area. Store away from incompatible materials (see Section 10 of the SDS). Secure cylinders in an upright position at all times, close all valves when not in use. Use a "first in - first out" inventory system to prevent full cylinders from being stored for excessive periods of time. Store at temperatures not exceeding 55°C (131°F). For the specified temperature the system pressure is 225 psig (1551 kPa).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Material	Type	Value
Chlorine (CAS 7782-50-5)	Celling	3 mg/m3 1 ppm

US. ACGIH Threshold Limit Values

Material	Type	Value
Chlorine (CAS 7782-50-5)	STEL	1 ppm
	TWA	0.5 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Chlorine (CAS 7782-50-5)	Celling	1.45 mg/m3 0.5 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Exposure guidelines

The NIOSH IDLH concentration for Chlorine is 10 ppm.

Appropriate engineering controls	Ensure adequate ventilation, especially in confined areas. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. In case of insufficient ventilation, wear suitable respiratory equipment.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear eye/face protection. Chemical goggles are recommended. Wear a full-face respirator, if needed. A full face shield may also be necessary. Eye wash fountains are required.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Wear appropriate chemical-resistant clothing. Where contact is likely, wear chemical-resistant gloves, a chemical suit and rubber boots. Eye wash facilities and emergency shower must be available when handling this product.
Respiratory protection	Up to 5 ppm: A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Up to 10 ppm: A SAR (supplied air respirator) operated in a continuous flow mode or powered air purifying respirator with cartridge(s); a full facepiece chemical cartridge respirator with cartridge(s); a gas mask with canister; a full facepiece SCBA (self contained breathing apparatus) ; or a full facepiece SAR may be used to reduce exposure. EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS: Positive pressure, full-facepiece SCBA; or positive pressure, full-facepiece SAR with an auxiliary positive pressure SCBA. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Do not breathe gas. Avoid contact with eyes, skin and clothing. Handle in accordance with good industrial hygiene and safety practice. Do not eat, drink or smoke when using the product. Wash hands before breaks and immediately after handling the product. Remove soiled clothing and wash it thoroughly before reuse. Inform laundry personnel of contaminant's hazards.

9. Physical and chemical properties

Appearance	
Physical state	Gas (or liquid under pressure).
Form	Compressed liquefied gas.
Color	Amber color; vaporizes to greenish, yellow gas.
Odor	Pungent suffocating odor
Odor threshold	0.02 - 3.4 ppm (detection)
pH	Not applicable (reacts with water to form an acidic solution)
Melting point/freezing point	-149.8 °F (-101 °C)
Initial boiling point and boiling range	-30.28 °F (-34.6 °C)
Flash point	Not Applicable
Evaporation rate	Not Applicable. Gas at normal temperatures.
Flammability (solid, gas)	The product is not flammable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - upper (%)	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	638.4 kPa @ 20°C (68°F) 4788 mm Hg @ 20°C (68°F)
Vapor density	2.49 @ 0°C (32°F) (Air = 1)
Relative density	3.21 kg/m³ @ 0°C (32°F)

Material name: Chlorine

AUC-005 Version #: 01 Issue date: 01-07-2015

SDS US

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Solubility(ies)	
Solubility (water)	6.3 mg/l (Slightly soluble)
Solubility (other)	Soluble in dimethylformamide, disulfur dichloride, benzene, chloroform, carbon tetrachloride, hexachlorobutadiene, tetrachloroethane, pentachloroethane, chlorobenzene, nitrobenzene, glacial acetic acid (99.84%) and other chlorides
Partition coefficient (n-octanol/water)	Not applicable (gas)
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Viscosity temperature	Not Applicable (Gas)
Other information	
Critical temperature	290.75 °F (143.75 °C)
Explosive properties	Not explosive.
Molecular weight	70.91
Oxidizing properties	Strong oxidizing agent because of its electron-transfer capabilities. Supporter of combustion and can intensify a fire. Note, that Chlorine does not yield oxygen or any other oxidizing substance.
Specific gravity	0.003 @ 0°C (32°F)

10. Stability and reactivity

Reactivity	Combines with water to produce hydrochloric and hypochlorous acid. These acids can decompose to hydrochloric acid and oxygen. Contact with combustible material may cause fire.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur. Chlorine is extremely corrosive to most metals in the presence of moisture (> 150 ppm water and/or -40 degrees F dew point) or at high temperatures. Will support or initiate combustion or explosion of organic matter and other oxidizable material. Note, that Chlorine does not yield oxygen or any other oxidizing substance. Liquid or gaseous chlorine can react violently with many combustible materials, and other chemicals, including water. Metal halides, carbon, finely divided metals and sulfides can accelerate the rate of chlorine reactions. Chlorine reacts with carbon monoxide to produce toxic phosgene, and sulfur dioxide to produce sulfuryl chloride. Intense local heat (above 200 deg C) on the steel walls of chlorine cylinders can cause an iron/chlorine fire resulting in rupture of the container.
Conditions to avoid	Keep away from combustible materials. Avoid contact with incompatible materials. Keep away from heat. Do not use in areas without adequate ventilation.
Incompatible materials	Tin; Metals; Sulfides; Titanium. Reacts with most metals at high temperatures. Reacts with water to produce hydrochloric acids, which are corrosive to most metals. Ammonia, elemental metals, certain metal hydroxides, carbides, nitrides, oxides, phosphides and sulfides, easily oxidized materials, organic materials, reducing agents, alkalis and unstable and reactive compounds.
Hazardous decomposition products	Hydrogen chloride gas. Hydrochloric acid. Hypochlorous acid.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Very toxic by inhalation. Fatal if inhaled. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes skin burns. Contact with liquefied gas might cause frostbites, in some cases with tissue damage. Not expected to be absorbed through the skin.
Eye contact	Causes severe eye burns. If product is sprayed directly into the eyes, could cause freezing of the eye.
Ingestion	Not an expected route of entry under normal conditions of use.

Most important symptoms/effects, acute and delayed

Fatal if inhaled. Immediately dangerous to life or health (IDLH) at 10 ppm. May cause severe irritation to the nose, throat, and respiratory tract. Symptoms may include coughing, choking and wheezing. Could also cause tightness in the chest, a blue discoloration of the skin (cyanosis), severe headache, nausea, vomiting and fainting. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May result in unconsciousness and possibly death. Severe, short-term exposures may cause long-lasting respiratory effects, e.g. Reactive Airways Dysfunction (RADs), due to the material's severe irritating properties. With this condition, asthma-like symptoms and increased reactivity of the airways is experienced.

Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. If product is sprayed directly on skin, symptoms of frostbite may be experienced including numbness, prickling and itching.

Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. If product is sprayed directly into the eyes, could cause freezing of the eye.

Information on toxicological effects

Acute toxicity Hazardous by OSHA criteria. Classification:
Acute Toxicity (Inhalation - gas) - Category 2. Fatal if inhaled.
See below for individual ingredient acute toxicity data.

Product	Species	Test Results
Chlorine (CAS 7782-50-5)		
Acute		
Dermal		
LD50	Rabbit	No data in literature.
Inhalation		
LC50	Rat	147 ppm, 4 Hours
Oral		
LD50	Rat	No data in literature.

Skin corrosion/irritation Hazardous by OSHA criteria. Classification:
Skin corrosion/irritation - Category 1. Causes severe skin burns.

Serious eye damage/eye irritation Hazardous by OSHA criteria. Classification:
Serious eye damage/eye irritation - Category 1. Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization This product is not expected to cause respiratory sensitization.

Skin sensitizer This product is not expected to cause skin sensitization.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA. See below for ingredients present on regulatory lists.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria. Classification:
Specific Target Organ Toxicity (STOT), Single Exposure. Category 3. May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Not expected to be hazardous by OSHA criteria.

Aspiration toxicity Not likely, due to the form of the product. Not expected to be an aspiration hazard.

Chronic effects Prolonged or repeated exposure to low concentrations may cause drying and cracking of the skin, respiratory effects, gum disorders and painless destruction of teeth
Limited occupational studies with long-term exposure to low concentrations, have not shown significant respiratory effects.
Long-term animal studies confirm that chlorine is a severe irritant to the upper and lower respiratory tract.

12. Ecological information

Ecotoxicity Very toxic to aquatic life. See below for individual ingredient ecotoxicity data.

Product	Species	Test Results
Chlorine (CAS 7782-50-5)		
Aquatic		
Acute		
Crustacea	EC50	Water flea (Daphnia magna) 0.005 mg/l, 48 hours (mg Free Available Chlorine/L)
Fish	LC50	Rainbow trout,donaldson trout (Oncorhynchus mykiss) 0.014 mg/l, 96 hours
Persistence and degradability	Free chlorine is consumed upon contact with living tissues making measurement of biodegradation impossible and unnecessary.	
Bioaccumulative potential	Not expected to be bio accumulative.	
Mobility in soil	The product itself has not been tested.	
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.	

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1017
UN proper shipping name	Chlorine (CHLORINE)
Transport hazard class(es)	
Class	2.3
Subsidiary risk	5.1, 8
Label(s)	2.3, 5.1, 8
Packing group	Not applicable.
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. US CERCLA Reportable Quantity (RQ): 10 lbs / 4.54 kg
Special provisions	2, B9, B14, N86, T50, TP19
Packaging exceptions	None
Packaging non bulk	304
Packaging bulk	314, 315

IATA

UN number	UN1017
UN proper shipping name	Chlorine
Transport hazard class(es)	
Class	2.3
Subsidiary risk	5.1, 8
Packing group	Not applicable.
Environmental hazards	Yes
ERG Code	2CP
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling. Refer to Special Provision A2 for shipping information.
Other information	
Passenger and cargo aircraft	Forbidden

Cargo aircraft only	Forbidden
IMDG	
UN number	UN1017
UN proper shipping name	CHLORINE
Transport hazard class(es)	
Class	2.3
Subsidiary risk	5.1, 8
Packing group	Not applicable.
Environmental hazards	
Marine pollutant	Yes
EmS	F-C, S-U
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not available.

DOT



IATA; IMDG



Marine pollutant



General information

This product meets the criteria for an environmentally hazardous mixture, according to the IMDG Code.

15. Regulatory Information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Chlorine (CAS 7782-50-5)

Listed.

Material name: Chlorine

AUC-005 Version #: 01 Issue date: 01-07-2015

SDS US

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SARA 304 Emergency release notification

Chlorine (CAS 7782-50-5) 10 LBS
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)
Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - Yes
Pressure Hazard - Yes
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
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Chlorine	7782-50-5	10	100 lbs		
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SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Chlorine	7782-50-5	99.5

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Chlorine (CAS 7782-50-5)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Chlorine (CAS 7782-50-5)

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130) Hazardous substance

Safe Drinking Water Act (SDWA) 4 mg/l
4.0 mg/l

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Chlorine (CAS 7782-50-5)

US. New Jersey Worker and Community Right-to-Know Act

Chlorine (CAS 7782-50-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Chlorine (CAS 7782-50-5)

US. Rhode Island RTK

Chlorine (CAS 7782-50-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	No
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes

Material name: Chlorine

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Country(s) or region	Inventory name	On inventory (yes/no)*
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 01-07-2015

Version # 01

HMIS H: 4 F: 0 R: 1

NFPA H: 4 F: 0 R: 0 Other: OX



Certified to NSF/ANSI 60

List of abbreviations

Maximum use level for Chlorine in potable water is 30 mg/L.

ACGIH: American Conference of Governmental Industrial Hygienists
CAS: Chemical Abstract Services
CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR: Code of Federal Regulations
DOT: Department of Transportation
EPA: Environmental Protection Agency
EPCRA: Emergency Planning and Community Right-to-Know Act
ERG: Emergency Response Guidebook
HSDB® - Hazardous Substances Data Bank
IARC: International Agency for Research on Cancer
IATA: International Air Transport Association
IBC: Intermediate Bulk Container
IDLH: immediately dangerous to life or health
IMDG: International Maritime Dangerous Goods
LC: Lethal Concentration
LD: Lethal Dose
NIOSH: National Institute of Occupational Safety and Health
NOEC: No observable effect concentration
NTP: National Toxicology Program
OECD: Organization for Economic Cooperation and Development
OEL: National occupational exposure limits
OSHA: Occupational Safety and Health Administration
PEL: Permissible exposure limit
RCRA: Resource Conservation and Recovery Act
RQ: Reportable Quantity
RTECS: Registry of Toxic Effects of Chemical Substances
SAR: supplied-air respirator
SCBA: self-contained breathing apparatus
SDS: Safety Data Sheet
STEL: Short Term Exposure Limit
TWA: Time Weighted Average
UN: United Nations

Disclaimer

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Material name: Chlorine

AUC-005 Version #: 01 Issue date: 01-07-2015

SDS US

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Bibliography

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices (2014)
Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
(Chempendium, RTECs, HSDB, INCHEM)
International Agency for Research on Cancer Monographs (2014)
Material Safety Data Sheet from manufacturer.
OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

002051

Local Business Tax Receipt

Miami-Dade County, State of Florida

THIS IS NOT A BILL - DO NOT PAY

LBT

4513280

BUSINESS NAME/LOCATION

ALLIED UNIVERSAL CORP
3901 NW 115 AVE
DORAL FL 33178

RECEIPT NO.

RENEWAL
4711819

EXPIRES

SEPTEMBER 30, 2018

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

ALLIED UNIVERSAL CORP

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$135.00 08/02/2017
FPPU03-17-022092

Employee(s) 30

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

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NOTICE OF INTENT TO AWARD

DATE: July 3, 2018

TO: Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

ATT: Cristhianne Munguia, Bid Coordinator

Project: **Chemical Bid W1904A**
Contract for Supplying Liquid Chlorine
Town of Jupiter Utilities
Jupiter, Florida

To Whom It May Concern:

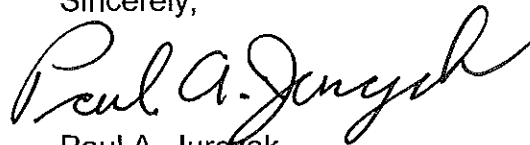
This is to advise that it is our intent to recommend award to the Jupiter Town Council for a Contract to supply liquid chlorine as a result of your bid submitted on June 5, 2018 in the amount of \$514.06 per ton F.O.B for (1) year(s).

Two (2) sets of Contract Documents are included with this letter. Each set contains an unexecuted agreement and the requirement for attaching a Certificate of Insurance to each (2 total). Please execute both sets of the Agreement and return both sets to my attention within fifteen (15) consecutive calendar days from July 6, 2018.

You will be notified of the date the recommendation for award will go before the Town Council and the Council's decision as soon as it becomes available. One fully executed original contract will be returned to you for your records.

We look forward to working with your firm on this contract.

Sincerely,



Paul A. Jurczak
Town of Jupiter
Utilities Facilities Manager

NOTICE OF AWARD

DATE: July 18, 2018

TO: Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

ATT: Cristhianne Munguia, Bid Coordinator

Project: **Chemical Bid W1904A**
Contract for Supplying Liquid Chlorine
Town of Jupiter Utilities
Jupiter, Florida

To Whom It May Concern:

This is to advise that on July 17, 2018, the Jupiter Town Council voted to approve award of the Contract to supply liquid chlorine as a result of your bid submitted on June 5, 2018 in the amount of \$514.06 per ton F.O.B for one (1) year(s).

We look forward to working with your firm on this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul A. Jurczak", written over the printed name.

Paul A. Jurczak
Town of Jupiter
Utilities Facilities Manager

AGREEMENT (CONTRACT)
BETWEEN OWNER AND SUPPLIER

THIS AGREEMENT is dated as of the 1st day of October in the year 2018 by and between Town of Jupiter (hereinafter called OWNER) and Allied Universal Corporation (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply the Town of Jupiter Utilities Water Treatment Plant with liquid chlorine for a period of one year beginning October 1, 2018 through September 30, 2019 in accordance with the Base Bid and contract specifications.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CHEMICAL BID W1904A
***CONTRACT FOR SUPPLYING LIQUID CHLORINE**
FOR
TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA

Article 2. GOODS AND SERVICES. SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

Town of Jupiter Utilities
Chemical Bid W1904A
Contract for Supplying Liquid Chlorine

Article 3. POINT OF DELIVERY. The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

Article 4. CONTRACT TIME.

The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2018 as

outlined in the specifications, or as agreed on between the Town and Supplier. Contract shall continue for one (1) year to September 30, 2019.

Article 5. CONTRACT PRICE.

OWNER shall pay SUPPLIER for furnishing the Goods and Special Services and for performing other services in accordance with the Procurement Documents in current funds as follows:

According to the Total Base Bid Cost F.O.B. (per Ton) as presented in the Notice of Award.

Article 6. PAYMENT PROCEDURES

Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will provide the OWNER with the information required to make EFT payments.

SUPPLIER shall invoice the Owner after delivery of material and acceptance by Owner.

Article 7. SUPPLIER 'S REPRESENTATIONS.

In order to induce OWNER to enter into this Procurement Agreement SUPPLIER makes the following representations:

- 7.1. SUPPLIER has familiarized himself with the nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2. SUPPLIER has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
- 7.3. SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods, Special services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement documents.

Article 8. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER are attached to, or accompany, this Procurement Agreement, made a part hereof and consist of the following:

- 8.1. Advertisement for Bid
- 8.2. Instructions to Bidders
- 8.3. Proposal
- 8.4. Sworn Statement
- 8.5. Notice of Intent to Award
- 8.6. This Procurement Agreement (pages 24 to 29, inclusive).
- 8.7. Opinion of Town Attorney
- 8.8. Notice to Proceed
- 8.9. Procurement Specifications bearing the title
Town of Jupiter
Chemical Bid W1904A
Contract for Supplying Liquid Chlorine
- 8.10. Supplier's Proposal
- 8.11. Any Modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

Article 9. MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited bylaw), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 9.2. OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners,

successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Documents.

- 9.3. The SUPPLIER is aware that The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the SUPPLIER and its subcontractors and lower tier subcontractors. The SUPPLIER understands and agrees that in addition to other remedies and consequences provided by law, the failure of the SUPPLIER or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 9.4. The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

- (3) For purposes of this section, the term:
- (c) "Contractor" or "SUPPLIER" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).

- (d) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
- (4) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (e) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (f) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (g) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (h) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a Supplier does not comply with a public records request or fails to provide the public records to the public agency within a reasonable time, the public agency shall enforce the contract provisions in accordance with the contract.

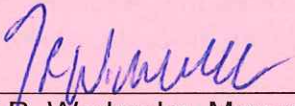
IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

IN WITNESS WHEREOF, the parties hereto have signed 2 copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

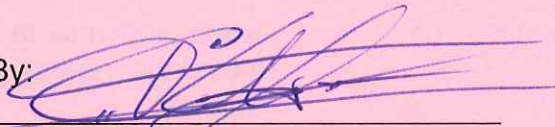
By:


Todd R. Wodraska, Mayor


SUPPLIER

Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

By:


Cristhianne Munguia, Bid Coordinator

ATTEST


Sally Boylan, Town Clerk

(TOWN SEAL)



(CORPORATE SEAL)

ATTEST


PRINT NAME, TITLE:

Gilda Fair, Admin. Asst.

OPINION OF TOWN ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.


Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the 20th day of July, 2018.

TECHNICAL SPECIFICATION FOR LIQUID CHLORINE

LIQUID CHLORINE

1. Liquid chlorine meeting these requirements shall be in conformity with ANSI/AWWA B301-99 and/or the latest revision or addendum applicable to this material as used in the treatment of drinking water.
2. The vendor shall supply a list of no less than five references that can verify use of the product in a drinking water treatment plant in the State of Florida.
3. The manufacturer or vendor shall furnish an affidavit attesting that the liquid chlorine complies with all applicable specifications referenced in within this document
4. Vendor shall certify liquid chlorine as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals Health Effects. Evaluation shall be performed in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be performed by a certification organization accredited by the American National Standards Institute. A copy of that certification shall accompany bid documents.
5. Liquid chlorine shall be supplied and shipped in approved one ton containers in accordance with specifications of the United States Department of Transportation. An affidavit of compliance or certificate of analysis may be required for delivery. The supplier shall provide the most up to date version of the Safety Data Sheet (SDS).
6. Successful vendor shall provide their standard operating procedures for their drivers to the Jupiter Utilities Water Plant Facilities Manager prior to the first delivery. A copy of the current standard operating procedures for Jupiter Utilities shall be provided to the successful bidder prior to the first delivery. All procedures shall be reviewed for acceptance and in compliance with the provisions of OSHA, Subpart H, 1910.119, titled "Hazardous Materials". Upon entering the Jupiter Utilities Water Treatment Plant, the driver is required to observe all safety policies, rules and approved standard operating procedures.
7. Successful Bidder shall provide documentation of driver(s) training and a list of the drivers for identification for deliveries. This list shall be kept current. Training and refresher courses are as required per OSHA - PSM 1910.119. Drivers observed disregarding safety procedures will not be tolerated on Jupiter Utilities Water Treatment Plant.

8. Bidder certifies that all materials, equipment and hardware used in the conveyance and handling of liquid chlorine, ton containers and other supporting equipment contained in this bid meets all OSHA requirements. Bidder further certifies that if he/she is the successful bidder, and that all materials, equipment, and hardware used in the conveyance and handling of chlorine that is delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, and hardware used in the conveyance and handling of chlorine, and/or repair damage resulting from deficiency, into compliance with the aforementioned requirements shall be borne by the bidder.
9. POINT OF DELIVERY: Town of Jupiter Water Treatment Facility, 17403 Central Blvd., Jupiter, FL 33458.
10. Deliveries shall be accepted between 8:00 a.m. and 4:00 p.m. Monday through Friday excluding Holidays or as otherwise approved by the Town.
11. All quantities listed are estimated and are to be used only as a guide in preparing bids. Quantities delivered shall be made as requested by the Owner.
12. To be bid F.O.B. Delivered to Jupiter Water Treatment Facility.
13. Escalation/de-escalation for freight will be permitted under this Contract. The request must be made in writing, to the Town, at least 60 days prior to the new rate becoming effective. Proof justifying the change of rate shall be furnished with the written request.
14. No escalation will be permitted for an increase in chemical cost for the duration of this contract.



ALLIUNI-01

LRANDOLPH

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Lourdes Bonet Randolph	
	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS: lrandolph@caffilc.com	
INSURED Allied Universal Corp. 3901 NW 115 Avenue Miami, FL 33178	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Ins Company	
	INSURER B: Great Divide Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	17370	
	25224	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			GLP202370310	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BAP202370410	08/31/2017	08/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			FFX202370610	08/31/2017	08/31/2018	EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						**See Below \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			SSP202370510	08/31/2017	08/31/2018	Each Conditional/CM 1,000,000
A				SSP202370510	08/31/2017	08/31/2018	Deductible 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Policy Breakdown: First Layer \$4,000,000. Nautilus Ins Co #FFX202370610; 2nd Layer \$6,000,000. Aspen Specialty Ins Co #EXAHFJD17; 3rd Layer \$15,000,000. Colony Ins Co #EXO307417 **Umbrellas over Business Auto Liability are on Occurance basis.

Town of Jupiter is included as Additional Insured under the General Liability and Umbrella Liability policies where required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ALLIUNI-01

LRANDOLPH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Lourdes Bonet Randolph	
	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443
	E-MAIL ADDRESS: lrandolph@caffilc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company of the West	27847
INSURED Allied Universal Holding Corp 3901 NW 115 Ave. Miami, FL 33178	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N		WFL503474302	10/15/2017	10/15/2018	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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: August 6, 2018

DEPARTMENT: Customer Service
Bud Howard, Director of Information Services

BUDGET: Payment Processing services budgeted item of \$85,000 for FY2018-2019.
Account #: 40-42-5340

DESCRIPTION:

The District strives to provide convenient, efficient and secure payment methods for our customers to pay their quarterly sewer service charges and connection charges. Each year we process nearly 50,000 credit card and direct debit payments totaling over \$6M. This request is for renewal of our Purchase Order with First Billing Services for payment processing services that include credit/debit card or eCheck through our website, phone call, walk in, text message or recurring automatic payments.

Last year, following a Request for Proposals solicitation and selection, the Governing Board approved a 3-year agreement with First Billing Services on September 21, 2017. In January 2018 we “went live” with First Billing and we are satisfied with the functionality of their services. Because of this satisfaction we propose a 2-year authorization of this purchase order to coincide with the remaining two years of our contract with First Billing.

Therefore, we offer the following suggested motion:

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve an annual not to exceed purchase order to First Billing Services in the amount of \$85,000 per year for FY2018-2019 and FY2019-2020, to coincide with the terms of our contract dated October 4, 2017.”

L:\Admin\Merchant Services\FirstBilling2017\FB_Admin\BoardMemo_FirstBilling_8-2018.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

Change Orders

***No Change Orders are presented for
Board consideration this month.***

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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

BRANDON D. SMITH

SMITH, GASKILL & 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

August 3, 2018

LEGAL ASSISTANTS

**CIVIL TRIAL, PROBATE
AND FAMILY LAW**

KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER

PERSONAL INJURY

BETH KOENIG

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

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: **SATISFACTION OF LIEN/Assessment for JUPITER INLET COLONY**

Dear Albrey & Clint:

Attached to this letter is the **SATISFACTION OF LIEN/Assessment for JUPITER INLET COLONY**, and the most recent list of property owners, as part of the Resolution.

A **SUGGESTED MOTION** for the Board at the August 16, 2018 meeting is as follows:

"THAT THE GOVERNING BOARD approve the **SATISFACTION OF LIEN/Assessment for JUPITER INLET COLONY**, and authorize D. Albrey Arrington, Ph.D., Executive Director to sign and record the Satisfaction in the Public Records

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

Mr. & Mrs. John Li
re: 1 Ocean Dr
1 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0010

Ms. Laura Grassi Tr
re: 2 Ocean Dr
9386 Amber Wood Dr
Willoughby OH 44094
32-43-40-31-01-000-0020

Mr. & Mrs. Vincent Bolling
re: 3 Ocean Dr
3 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0030

Mr. Roger Siboni
re: 5 Ocean Dr
5 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0050

Ms. Elizabeth Gannon
re: 6 Ocean Dr
6 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0060

Mr. & Mrs. Edward Mooney
re: 7 Ocean Dr
7 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0070

Mr. Stephen Hendrickson
re: 8 Ocean Dr
1 Charles St S PH 2A
Boston MA 02116
32-43-40-31-01-000-0080

Mr. & Mrs. Daniel Napoli
re: 9 Ocean Dr
340 Indian Trl Dr
Franklin Lks NJ 07417
32-43-40-31-01-000-0090

Asta Shaw Tr
re: 10 Ocean Dr
10 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0100

Mr. Robert Ritchie
re: 11 Ocean Dr
PO Box 3876
Tequesta FL 33469
32-43-40-31-01-000-0111

Mr. & Mrs. Justin Daniels
re: 12 Ocean Dr
12 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0112

Mr. & Mrs. Gregory O Hare
re: 13 Ocean Dr
13 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0130

Ms. Babe Rizzuto
re: 14 Ocean Dr
14 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0140

Mr. Earl Stewart Jr
re: 15 Ocean Dr
15 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0150

Mr. & Mrs. Michael Jacobs
re: 16 Ocean Dr
16 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0160

G&H Co LLC
re: 17 Ocean Dr
3000 Breton Ave SE
Gr Rapids MI 49512
32-43-40-31-01-000-0170

Mr. Alexander Castaldi
re: 18 Ocean Dr
18 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0180

Mr. & Mrs. Elbert Brown
re: 19 Ocean Dr
19 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0190

Mr. & Mrs. Malcolm Bourne Jr
re: 20 Ocean Dr
20 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0200

Mr. & Mrs. Robert Bentz
re: 21 Ocean Dr
21 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0210

Mr. & Mrs. William Rita
re: 22 Ocean Dr
22 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0220

Ms. Mary Brown Tr
re: 23 Ocean Dr
205 W Industrial Bvd
Dalton GA 30720
32-43-40-31-01-000-0230

Mr. & Mrs. Richard Bastin
re: 24 Ocean Dr
486 Mariner Dr
Jupiter FL 33477
32-43-40-31-01-000-0240

Mr. & Mrs. William Austin
re: 25 Ocean Dr
2 Tudor City Pl #11AS
New York NY 10017
32-43-40-31-01-000-0250

Mr. Fred Michael Jr
re: 26 Ocean Dr
26 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0260

Mr. & Mrs. Michael Dieffenbach
re: 27 Ocean Dr
27 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0270

Ms. Diana Miner
re: 28 Ocean Dr
28 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0280

Mr. & Mrs. J P Lawler
re: 29 Ocean Dr
29 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0290

Mr. & Mrs. John Sweeney
re: 31 Ocean Dr
31 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0310

BDH&R Inv. Co.
re: 32 Ocean Dr
9950 NW 160th Ave
Morrison FL 32668
32-43-40-31-01-000-0320

Mr. T Faiola/N Reddington
re: 33 Ocean Dr
33 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0330

Mr. & Mrs. N S Petkas
re: 34 Ocean Dr
34 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0340

Mr. Russell Bourne Jr
re: 35 Ocean Dr
35 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0350

Mr. & Mrs. Eugene Sacco Tr
re: 36 Ocean Dr
36 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0360

Ms. Fara Consiglio
re: 37 Ocean Dr
37 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0370

Ms. Grace Lenzi
re: 38 Ocean Dr
38 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0380

Mrs. Vlasta Pinkas
re: 39 Ocean Dr
39 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0390

Ms. Joan King
re: 40 Ocean Dr
40 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0400

Mr. & Mrs. Ronald Hodges
re: 41 Ocean Dr
41 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0410

Mr. & Mrs. George Baldwin
re: 42 Ocean Dr
42 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0420

Merton Trust
re: 43 Ocean Dr
70 Merton Rd
Nampstead QC H3X1M5 CANADA
32-43-40-31-01-000-0430

Ms. Jacquelyn Mulrow
re: 44 Ocean Dr
44 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0440

Mr. & Mrs. David DiGiallorenzo
re: 45 Ocean Dr
552 Brighton Wy
Phoenixville PA 19460
32-43-40-31-01-000-0450

Mr. Jeff Wojtowicz
re: 46 Ocean Dr
11743 Foxbriar Lake Trl
Boynton Bch FL 33473
32-43-40-31-01-000-0460

Mr. & Mrs. James Paxton
re: 47 Ocean Dr
1425 Elizabeth Ln
Glenview IL 60025
32-43-40-31-01-000-0470

Mr. Travis Thompson
re: 48 Ocean Dr
48 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-0480

49 Ocean Dr LLC
re: 49 Ocean Dr
28 1/2 Williams St
Clinton NY 13323
32-43-40-31-01-000-0490

Jupiter Inlet Colony
re: 50 Colony Rd
50 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0500

Mr. & Mrs. David DiGiallorenzo
re: 51 Colony Rd
552 Brighton Wy
Phoenixville PA 19460
32-43-40-31-01-000-0510

Mr. & Mrs. Arthur Landro
re: 52 Colony Rd
52 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0520

Ms. Dorothy Kemp
re: 53 Colony Rd
53 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0530

Mr. & Mrs. Francis Wiatr
re: 55 Colony Rd
55 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0550

Ms. Diane Lee Tr
re: 56 Colony Rd
56 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0560

Mr. & Mrs. Stephen Hurlbut
re: 57 Colony Rd
1700 Clarendon Bvd #147
Arlington VA 22209
32-43-40-31-01-000-0570

Ms. Jennifer MacKenzie
re: 58 Colony Rd
2557 Antrim Cir
Columbia TN 38401
32-43-40-31-01-000-0580

Mr. & Mrs. Dennis Shea Jr
re: 59 Colony Rd
59 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0590

Ms. Janet Gardiner
re: 60 Colony Rd
60 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0600

Ms. Judith Boudreau
re: 61 Colony Rd
61 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0610

Mr. & Mrs. Richard Taber
re: 62 Colony Rd
62 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0620

Ms. V Greist/A Parmelee
re: 63 Colony Rd
63 Colony Rd
Tequesta FL 33469
32-43-40-31-01-000-0630

Mr. Donald French
re: 64 Colony Rd
64 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0640

Mr. & Mrs. Michael Davis
re: 65 Colony Rd
65 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0650

Mr. & Mrs. David Galvin
re: 66 Colony Rd
66 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0660

Mr. Alexander Bochain
re: 67 Colony Rd
67 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0670

Mr. & Mrs. Michael Luetkemeyer
re: 68 Colony Rd
68 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0680

Mr. & Mrs. Alfons Rauch
re: 69 Colony Rd
69 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0690

Mr. & Mrs. Duncan McCurrach
re: 70 Colony Rd
70 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0700

Mr. & Mrs. Saeed Khan
re: 72 Colony Rd
72 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-0711

Mr. & Mrs. Thomas Roberts
re: 74 Colony Rd
74 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0730

Mr. & Mrs. George Hines
re: 75 Lighthouse Dr
75 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0750

Mr. & Mrs. Brian Wright
re: 76 Lighthouse Dr
76 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0760

Mr. & Mrs. Paul Hanna
re: 77 Lighthouse Dr
77 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0770

Ms. Hilary Shane
re: 78 Lighthouse Dr
78 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0780

Mr. & Mrs. Alfredo Siani
re: 79 Lighthouse Dr
79 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0790

Mr. Jason Newsted
re: 80 Lighthouse Dr
3727 Buchanan St Fl 4
San Francisco CA 94123
32-43-40-31-01-000-0800

Mr. Walter Ungermann
re: 81 Lighthouse Dr
PO Box 395
Jupiter FL 33468
32-43-40-31-01-000-0811

Mr. Paul Smyth Tr
re: 82 Lighthouse Dr
82 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0812

Mr. & Mrs. Frank Moda
re: 83 Lighthouse Dr
83 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0821

Mr. Geoffrey Etherington III % Dopaco
re: 84 Lighthouse Dr
84 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0840

Trapp Ln Partners c/o Golan
re: 85 Lighthouse Dr
260 Locust
Winnetka IL 60093
32-43-40-31-01-000-0850

Mr. Jack Cassell
re: 86 Lighthouse Dr
86 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0860

Ms. P Brammer/D Williams
re: 87 Lighthouse Dr
87 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0870

Ms. Donna Devine Tr
re: 88 Lighthouse Dr
88 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0880

Mr. & Mrs. Joseph Howell
re: 89 Lighthouse Dr
1 Vista Rd
Englewood CO 80113
32-43-40-31-01-000-0890

Mr. Edward Fitts c/o Dopaco
re: 90 Lighthouse Dr
90 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0900

Ms. Nancy Gilbane
re: 91 Lighthouse Dr
91 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0910

Ms. Margaret Beyer
re: 92 Lighthouse Dr
92 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0920

Mr. Sean Smith
re: 93 Lighthouse Dr
93 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0930

Mr. George Stamos
re: 94 Lighthouse Dr
94 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0940

Mr. & Mrs. Scott Smith
re: 95 Lighthouse Dr
95 Lighthouse Dr
Tequesta FL 33469
32-43-40-31-01-000-0950

Mr. & Mrs. Lee Owen
re: 96 Lighthouse Dr
96 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0960

Mr. & Mrs. Thomas Kody
re: 97 Lighthouse Dr
8548 Georgetown Pike
McLean VA 22102
32-43-40-31-01-000-0970

Ms. Deborah Tabb
re: 98 Lighthouse Dr
9521 Newbridge Dr
Potomac MD 20854
32-43-40-31-01-000-0980

Mr. Louis Bragaw Jr
re: 99 Lighthouse Dr
99 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-0990

Mr. F Svensson c/o A Svensson
re: 100 Lighthouse Dr
Box 160 72105
Vasteras SWEDEN
32-43-40-31-01-000-1000

Ms. L Landsmann/M Block
re: 101 Lighthouse Dr
101 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1010

Mr. & Mrs. Gary Haseley
re: 102 Lighthouse Dr
19669 Beach Rd #A
Tequesta FL 33469
32-43-40-31-01-000-1020

Mr. & Mrs. Richard Barfield
re: 103 Lighthouse Dr
103 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1030

Mr. Rikard Svensson
re: 104 Lighthouse Dr
Eriksgatan 6
724 60 Vasteras SWEDEN
32-43-40-31-01-000-1040

Mr. & Mrs. David Burt
re: 105 Lighthouse Dr
105 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1050

Mr. George Darville
re: 106 Lighthouse Dr
106 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1060

Ms. Elizabeth Rothermel
re: 107 Lighthouse Dr
107 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1070

Mr. & Mrs. Michael Berube Jr
re: 108 Lighthouse Dr
108 Lighthouse Dr
Tequesta FL 33469
32-43-40-31-01-000-1080

RR Onegia Spray Trust
re: 109 Lighthouse Dr
112 Wall St
Torrington CT 06790
32-43-40-31-01-000-1090

Mr. & Mrs. Stephen Doocy
re: 110 Lighthouse Dr
110 Lighthouse Dr
Tequesta FL 33469
32-43-40-31-01-000-1100

Mr. & Mrs. Paul Levinson
re: 111 Lighthouse Dr
111 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1110

Mr. & Mrs. Donald Slotkin
re: 112 Lighthouse Dr
112 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1120

Mr. & Mrs. John Evans Tr
re: 113 Lighthouse Dr
15 Spring Rd
Marion MA 02738
32-43-40-31-01-000-1130

Kimberlin Holdings
re: 114 Lighthouse Dr
158 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1140

Ms. Marie Rosner
re: 115 Lighthouse Dr
115 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1150

Mr. & Mrs. Charles O Shea
re: 116 Lighthouse Dr
135 Mineola Ave
Pt Lookout NY 11569
32-43-40-31-01-000-1160

Ms. Judith Moss
re: 117 Lighthouse Dr
117 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1170

Mr. Robert Sommerville
re: 118 Lighthouse Dr
118 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1180

Mr. Richard Smith
re: 119 Lighthouse Dr
119 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1190

Mr. & Mrs. David Chesser
re: 120 Lighthouse Dr
8206 Quito Pl
Wellington FL 33414
32-43-40-31-01-000-1200

Mr. & Mrs. Edward Hocesvar
re: 121 Lighthouse Dr
121 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1210

Mr. & Mrs. Peter Provost
re: 122 Lighthouse Dr
122 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1220

Mr. & Mrs. Charles Neeld
re: 123 Lighthouse Dr
123 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1230

Mr. Allyn Harper Tr
re: 124 Lighthouse Dr
124 Lighthouse Dr
Tequesta FL 33469
32-43-40-31-01-000-1240

Mr. M Mandel/C Garbarino
re: 125 Lighthouse Dr
86 Glenlawn Ave
Sea Cliff NY 11579
32-43-40-31-01-000-1250

Mr. R Ashmore/C Campbell
re: 126 Lighthouse Dr
126 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1260

Tombar Investments LLC
re: 127 Lighthouse Dr
4257 SW Winslow St
Pt St Lucie FL 34953
32-43-40-31-01-000-1270

Mr. Mitchel Untracht
re: 128 Lighthouse Dr
128 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1280

Mr. & Mrs. Edward Mooney Jr
re: 129 Lighthouse Dr
7038 N Beach Dr
Fox Point WI 53217
32-43-40-31-01-000-1290

Mr. & Mrs. Stephen Pollard
re: 130 Lighthouse Dr
130 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1300

Mr. & Mrs. Christopher Sheridan
re: 131 Lighthouse Dr
131 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1310

Ms. Patricia Schinto
re: 132 Lighthouse Dr
132 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1320

Mr. Clyde Banner II Tr
re: 133 Lighthouse Dr
133 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1330

Ms. Sharon Seagren
re: 134 Lighthouse Dr
134 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1340

Mr. & Mrs. Brent Murray
re: 135 Lighthouse Dr
135 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1350

Mr. & Mrs. Kevin Deasy
re: 136 Lighthouse Dr
136 Lighthouse Dr
Jupiter FL 33469
32-43-40-31-01-000-1360

Mr. & Mrs. Eric Hinson
re: 137 Colony Rd
137 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-1370

Mr. Jason Newsted
re: 138 Beacon Ln
3727 Buchanan St FL 4
San Francisco CA 94123
32-43-40-31-01-000-1380

Mr. Walter Chudowsky % Moske
re: 139 Beacon Ln
5 Turkey Hill Cir
Westport CT 06880
32-43-40-31-01-000-1390

Mr. Cesare Palazzolo
re: 140 Beacon Ln
140 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1400

Inlet Colony LLC
re: 141 Beacon Ln
12961 Marsh Lndg
Palm Bch Grdns FL 33418
32-43-40-31-01-000-1410

Mr. & Mrs. Christian Thomas
re: 142 Beacon Ln
142 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1420

Mr. & Mrs. Jack Hailman
re: 143 Beacon Ln
143 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1430

Mr. Bertrand MacGowan
re: 144 Beacon Ln
144 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1440

Mr. E Malecka/C Sabbagh
re: 145 Beacon Ln
145 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1450

Ms. Virginia Roll
re: 146 Beacon Ln
146 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1460

Mr. Robert Holloway
re: 147 Beacon Ln
147 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1470

Mr. & Mrs. Justin Daniels
re: 148 Beacon Ln
148 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1481

Mr. R Busto/P Minelli
re: 149 Beacon Ln
149 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1490

Ms. Carmen Grainger
re: 150 Beacon Ln
150 Beacon Ln
Tequesta FL 33469
32-43-40-31-01-000-1500

Ms. Katherine Hensel
re: 151 Beacon Ln
151 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1510

Mr. & Mrs. John Pinkham
re: 152 Beacon Ln
152 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1520

Mr. & Mrs. Stephen Pollard
re: 153 Beacon Ln
130 Lighthouse Dr
Tequesta FL 33469
32-43-40-31-01-000-1530

Mr. Erwin Fischer
re: 154 Beacon Ln
154 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1540

Mr. & Mrs. Paul Smith
re: 155 Beacon Ln
155 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1550

Mr. & Mrs. John Minnoch
re: 156 Beacon Ln
156 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1560

Kimberlin Holdings
re: 157 Beacon Ln
158 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1570

Mr. & Mrs. Anthony Prosser
re: 158 Beacon Ln
158 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1580

Mr. & Mrs. John Evans
re: 159 Beacon Ln
159 Beacon Ln
Tequesta FL 33469
32-43-40-31-01-000-1590

Ms. Carole Fine
re: 160 Beacon Ln
160 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1600

Ms. Susan Grunke
re: 161 Beacon Ln
161 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1610

Sand & Sea Inv Inc
re: 162 Beacon Ln
3671 Hudson Mnr Ter 7C
Bronx NY 10463
32-43-40-31-01-000-1620

Mr. & Mrs. Jonathan Nemes
re: 163 Beacon Ln
163 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1630

Mr. & Mrs. Donald Werner
re: 164 Lighthouse Dr
744 Broad St #522
Newark NJ 07102
32-43-40-31-01-000-1640

Mr. & Mrs. Paul Lawler
re: 165 Beacon Ln
165 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1650

Mr. & Mrs. Taw Richardson
re: 166 Beacon Ln
PO Box 3091
Jupiter FL 33469
32-43-40-31-01-000-1660

Mr. Donald Werner
re: 167 Beacon Ln
744 Broad St #522
Newark NJ 07102
32-43-40-31-01-000-1670

Ms. Cynthia Pappaconstantinou
re: 168 Beacon Ln
168 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1680

Mr. & Mrs. Thomas Rodth
re: 169 Beacon Ln
169 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1690

Ms. Linda Rose
re: 170 Beacon Ln
170 Beacon Ln
Tequesta FL 33469
32-43-40-31-01-000-1700

Ms. Ellen Rankin Tr
re: 171 Beacon Ln
171 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1710

Mr. & Mrs. Anthony Cafero
re: 172 Beacon Ln
172 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1720

Mr. J Legerton/L Akiona
re: 173 Beacon Ln
173 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1730

Mr. George Hines
re: 174 Beacon Ln
174 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1740

Mr. & Mrs. Scott Oleksa
re: 175 Beacon Ln
1278 Clubview Bvd N
Columbus OH 43235
32-43-40-31-01-000-1750

Home Entity LLC
re: 176 Beacon Ln
1200 S Federal Hwy, 306
Boynton Bch FL 33435
32-43-40-31-01-000-1760

Ms. Pamela Vance
re: 177 Beacon Ln
177 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1770

Mr. & Mrs. Scott Baruch
re: 178 Beacon Ln
178 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1780

Mr. & Mrs. Malcolm Makin
re: 179 Beacon Ln
80 Grays Point Rd
Charlestown RI 02813
32-43-40-31-01-000-1790

Ms. Nancy Murphy
re: 180 Beacon Ln
180 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1800

Mr. & Mrs. Seumas Lobban
re: 181 Beacon Ln
181 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1810

US Bank c/o Select Portfolio Svc Inc
re: 182 Beacon Ln
3217 Decker Lake Dr
Salt Lake City UT 84119
32-43-40-31-01-000-1820

Mr. & Mrs. Robert Smith
re: 183 Beacon Ln
183 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-1830

Ms. Colette Meyer
re: 184 Shelter Ln
184 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1840

Mr. & Mrs. James Bourgeois
re: 185 Shelter Ln
185 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1850

Mr. Donald Werner
re: 186 Shelter Ln
744 Broad St #522
Newark NJ 07102
32-43-40-31-01-000-1860

Mr. & Mrs. David Weinbaum
re: 187 Shelter Ln
2082 Beechwood Bvd
Pittsburgh PA 15217
32-43-40-31-01-000-1870

Mr. & Mrs. Michael Armato
re: 188 Shelter Ln
188 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1880

Wells Fargo Bank NA
re: 189 Shelter Ln
1 Home Campas
Des Moines IA 50328
32-43-40-31-01-000-1890

Sunset Rock LLC
re: 190 Shelter Ln
1471 Methuen St
Dracut MA 01826
32-43-40-31-01-000-1900

Mr. & Mrs. Wade Sjogren
re: 191 Shelter Ln
40 Marilyn St
Bridgeton NJ 08302
32-43-40-31-01-000-1910

Mr. & Mrs. John Mellusi
re: 192 Shelter Ln
192 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1920

Ms. Marion Johnson
re: 193 Shelter Ln
193 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1930

Mr. & Mrs. Andrew York
re: 194 Shelter Ln
1127 SW Myrtle Dr
Portland OR 97201
32-43-40-31-01-000-1940

Ms. Pamela Boker
re: 195 Shelter Ln
195 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1951

Mr. & Mrs. Douglas McCurrach
re: 196 Shelter Ln
196 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1960

Mr. Peter Cornwell
re: 197 Shelter Ln
197 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1970

Ms. Elizabeth Koby
re: 198 Shelter Ln
198 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1980

Mr. & Mrs. Peter Schlapkohl
re: 199 Shelter Ln
199 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-1990

Mr. J Leonard/S Metaxas
re: 200 Colony Rd
200 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2000

Mr. & Mrs. Jack Clark
re: 201 Colony Rd
201 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2010

Mr. & Mrs. Barton Williams
re: 202 Colony Rd
202 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2020

Mr. & Mrs. John Thompson II
re: 203 Colony Rd
203 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2030

Mr. & Mrs. Joseph LaRosa
re: 204 Shelter Ln
204 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-2040

Mr. & Mrs. Alexander Bondar
re: 205 Colony Rd
113 Valencia Blvd
Jupiter FL 33458
32-43-40-31-01-000-2050

Mr. Martin Gannon
re: 206 Colony Rd
6 Ocean Dr
Jupiter FL 33469
32-43-40-31-01-000-2060

Mr. & Mrs. Roderick Galbraith
re: 207 Shelter Ln
207 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-2070

Guerini Maggi Fam Tr
re: 208 Shelter Ln
390 Heather Ln
Miami FL 33149
32-43-40-31-01-000-2080

Mr. & Mrs. Robert Kairalla
re: 209 Treasure Pl
209 Treasure Pl
Jupiter FL 33469
32-43-40-31-01-000-2090

Ms. Helen Buck Tr c/o C Buck
re: 210 Colony Rd
46944 Eaker St
Patomac Falls VA 20165
32-43-40-31-01-000-2100

Mr. & Mrs. Todd Hutchinson
re: 211 Colony Rd
211 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2110

Mr. L Topper/M Savercool
re: 212 Treasure Pl
3605 Camp Mineolaa Rd
Mattituck NY 11952
32-43-40-31-01-000-2120

Mr. & Mrs. David Shula
re: 213 Treasure Pl
10805 Indian Trl
Ft Lauderdale FL 33328
32-43-40-31-01-000-2130

Mr. & Mrs. Aaron Spector
re: 214 Shelter Ln
214 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-2140

Ms. Teresa Wentz
re: 215 Pirates Pl
215 Pirates Pl
Jupiter FL 33469
32-43-40-31-01-000-2150

Mr. Thomas DiSarno
re: 216 Pirates Pl
216 Pirates Pl
Tequesta FL 33469
32-43-40-31-01-000-2160

Mr. & Mrs. Daniel Lynch III
re: 217 Pirates Pl
217 Pirates Pl
Jupiter FL 33469
32-43-40-31-01-000-2170

Mr. & Mrs. John Shimer
re: 218 Pirates Pl
218 Pirates Pl
Jupiter FL 33469
32-43-40-31-01-000-2180

Mr. & Mrs. Kenneth Brammer
re: 219 Colony Rd
219 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2190

Ms. Rose Molina
re: 220 Pirates Pl
717 S US Hwy 1 #505
Jupiter FL 33477
32-43-40-31-01-000-2200

Mr. & Mrs. Michael Blackmon
re: 221 Pirates Pl
221 Pirates Pl
Jupiter FL 33469
32-43-40-31-01-000-2210

Inlet Colony LLC
re: 222 Pirates Pl
12961 Marsh Lndg
Palm Bch Grdns FL 33418
32-43-40-31-01-000-2220

Mr. Justin Daniels
re: 223 Pirates Pl
223 Pirates Pl
Jupiter FL 33469
32-43-40-31-01-000-2230

Ms. Jeanne Blackmon
re: 224 Shelter Ln
224 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-2240

Mr. & Mrs. David Ivers
re: 225 Cove Pl
225 Cove Pl
Jupiter FL 33469
32-43-40-31-01-000-2250

Chain Trust/S Dushas, TTEE
re: 226 Cove Pl
226 Cove Pl
Jupiter FL 33469
32-43-40-31-01-000-2260

Mr. & Mrs. Edward Kennedy
re: 227 Cove Pl
227 Cove Pl
Jupiter FL 33469
32-43-40-31-01-000-2270

Mr. Robert Kairalla
re: 228 Colony Rd
228 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2280

Ms. Cindi Webster
re: 229 Colony Rd
229 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2290

Mr. & Mrs. Michael Armato
re: 230 Cove Pl
188 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-2300

Ms. Joyce Cook c/o G Cook
re: 231 Cove Pl
823 Golf Ln
Wheaton IL 60189
32-43-40-31-01-000-2310

Mr. & Mrs. Roy Periana
re: 232 Cove Pl
232 Cove Pl
Jupiter FL 33469
32-43-40-31-01-000-2320

Mr. & Mrs. Guy Keim
re: 233 Cove Pl
233 Cove Pl
Jupiter FL 33469
32-43-40-31-01-000-2330

Mr. & Mrs. Leslie Swensen
re: 234 Shelter Ln
234 Shelter Ln
Jupiter FL 33469
32-43-40-31-01-000-2340

Ms. Grace & Christine Lenzi
re: 235 Beacon Ln
235 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-2350

Mr. Duncan McCurrach
re: 236 Beacon Ln
70 Colony Rd
Jupiter FL 33469
32-43-40-31-01-000-2360

Dr. & Mrs. D J Comerford III
re: 237 Beacon Ln
237 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-2370

Mr. & Mrs. John Racioppo
re: 238 Beacon Ln
148 N Beacon Rd
Hobe Sound FL 33455
32-43-40-31-01-000-2380

Mr. & Mrs. David Austin
re: 239 Beacon Ln
239 Beacon Ln
Jupiter FL 33469
32-43-40-31-01-000-2390

Mr. & Mrs. Doug Manganelli
re: 240 Colony Rd
2341 Orchard Crest Bvd
Manasquan NJ 08736
32-43-40-31-01-000-2400

Mr. & Mrs. Harry Midgley
re: 241 Ocean Dr
241 Ocean Dr
Jupiter FL 33469
32-43-40-31-10-000-2410

Mr. & Mrs. Theodore Manziaris
re: 242 Ocean Dr
118 Dawlish Ave
Toronto, ON M4N1H3 CANADA
32-43-40-31-10-000-2420

Mr. M Flancbaum/S Rizzuto
re: 243 Ocean Dr
7 Yearling Path
Colts Neck NJ 07722
32-43-40-31-10-000-2430

Jup Inlet Bch Club
re: 244 Ocean Dr
PO Box 3821
Jupiter FL 33469
32-43-40-31-10-000-2440

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: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR 
DATE: AUGUST 3, 2018
SUBJECT: DEP GRANT AGREEMENT – IMPERIAL WOODS SEPTIC TO SEWER

Last year, I submitted two septic to sewer conversion projects to the Loxahatchee River Preservation Initiative (LRPI) for grant funding. Our Imperial Woods Septic to Sewer Conversion project was the #1 ranked LRPI project. Our Whispering Trails Septic to Sewer Conversion project was the #4 ranked LRPI project.

At the conclusion of the last legislative session, we learned that the legislature provided \$750,000 in grant funding to the Loxahatchee River Preservation Initiative. LRPI funding is awarded based on rank, with the #1 ranked project being fully funded, then the #2 ranked project being fully funded, and so on until funds provided by the legislature are exhausted. This year's legislative funding was sufficient to fund the top three ranked LRPI projects. So, our Imperial Woods Septic to Sewer Conversion project received \$117,500 in grant funding, but our Whispering Trails Septic to Sewer Conversion project received no grant funding. I expect to resubmit a proposal for Whispering Trails later this month.

Imperial Woods Septic to Sewer Conversion grant funds are designated to off-set the cost to purchase the low pressure sewer systems (e.g., grinder pump stations). One hundred percent of these grant funds will accrue to the benefit of the affected property (i.e., \$2,500 for each of the 47 affected properties). Because the property owner pays the connection fee first, our standard procedure is to apply the grant credit to the connection fee rather than the assessment amount, which may be paid over 20 years.

The Department of Environmental Protection's Standard Grant Agreement for the Imperial Woods Septic to Sewer Conversion project is attached. I have reviewed the Standard Grant Agreement and recommend approval. Mr. Shenkman has reviewed the Standard Grant Agreement and found it to be legally sufficient.

Therefore, I offer the following motion for your approval:

“THAT THE GOVERNING BOARD authorize the Executive Director to execute the DEP Standard Grant Application LP43023, and upon receipt of the grant funds authorizes the Executive Director to apply a \$2,500 credit towards the connection fee for each of the 47 affected properties.”

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Loxahatchee River Imperial Woods Septic to Sewer Conversion	Agreement Number: LP43023
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Loxahatchee River Environmental Control District	Entity Type: District
Grantee Address: 2500 Jupiter Park Drive, Jupiter, Florida 33458	FEID: 59-1455126 (Grantee)

3. Agreement Begin Date: Upon execution	Date of Expiration: June 30, 2021
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): 26.968698, -80.135398
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Project Description: The Grantee will construct a low pressure sewer system to serve Imperial Woods. The septic to sewer conversion will consist of installing low pressure force main with points of connection plus provision of low pressure grinder pump systems for the affected 47 homes. This project will result in 47 homes being converted off of septic systems and onto the Loxahatchee River Environmental Control District's regional sanitary sewer system.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$117,500.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY18-19 GAA Line Item 1606A	\$117,500.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$117,500.00

6. Department's Grant Manager Name: Lisa Mecca <div style="text-align: right; margin-top: 10px;">or successor</div> Address: 3900 Commonwealth Boulevard Tallahassee, FL 32399-3000 Phone: _____ Email: Lisa.Mecca@dep.state.fl.us	Grantee's Grant Manager Name: Albrey Arrington <div style="text-align: right; margin-top: 10px;">or successor</div> Address: 2500 Jupiter Park Drive Jupiter, Florida 33458 Phone: 561-747-5700 Email: albrey@lrecd.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Loxahatchee River Environmental Control District

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

D. Albrey Arrington, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Lisa Mecca, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

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The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

Attachment 1

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charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

Attachment 1

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The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

Attachment 1

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may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP43023**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Loxahatchee River Imperial Woods Septic to Sewer Conversion. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
- d. Other Insurance. None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Loxahatchee River Imperial Woods Septic to Sewer Conversion

PROJECT LOCATION: The Project will be located within unincorporated Palm Beach County; Lat/Long (26.968698, -80.135398). See Figure 1 (below) for a location map.

PROJECT BACKGROUND: In 2010, the Loxahatchee River Environmental Control District (Grantee) completed the Septic System Inventory and Assessment Study, which identified and prioritized neighborhoods for conversion from septic to sewer. Based on progress to date, the Grantee is now prepared to move forward with septic to sewer conversion of Imperial Woods. Homes in Imperial Woods have been identified as a priority for conversion, because the stormwater system serving these homes drains directly into the Loxahatchee River. By converting these homes from septic to sewer service, this project will benefit the ecological health of the Loxahatchee River through the reduction in pollution loads to ground and surface waters. These 47 homes generate approximately 12,000 gallons of wastewater per day or nearly 4.3 million gallons of wastewater per year. Presently, this wastewater is treated at each house in an on-site septic system, and discharged directly to the local groundwater. Removing these septic systems will reduce nutrients from this wastewater from entering local groundwater and surface water.

PROJECT DESCRIPTION: The Grantee will purchase 47 grinder pump stations to serve Imperial Woods, whose homes are in close proximity to the National Wild & Scenic Loxahatchee River. This project will result in 47 homes being converted from septic systems to Loxahatchee River Environmental Control District's regional sanitary sewer system.

TASKS and DELIVERABLES:

All deliverables should be submitted electronically unless otherwise indicated.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task #1: Purchase of Grinder Pumps

Deliverables: The Grantee will purchase the following equipment: 47 grinder pump stations. These low pressure grinder pumps are necessary to provide sewer service to the 47 affected properties in accordance with the construction contract documents in accordance with the Loxahatchee River District's Construction Standards and Technical Specifications.

Documentation: The Grantee will submit purchase orders, and vendor invoices for delivery with payment request. Upon completion of purchase, the Grantee will submit invoices for up to 47 grinder pumps.

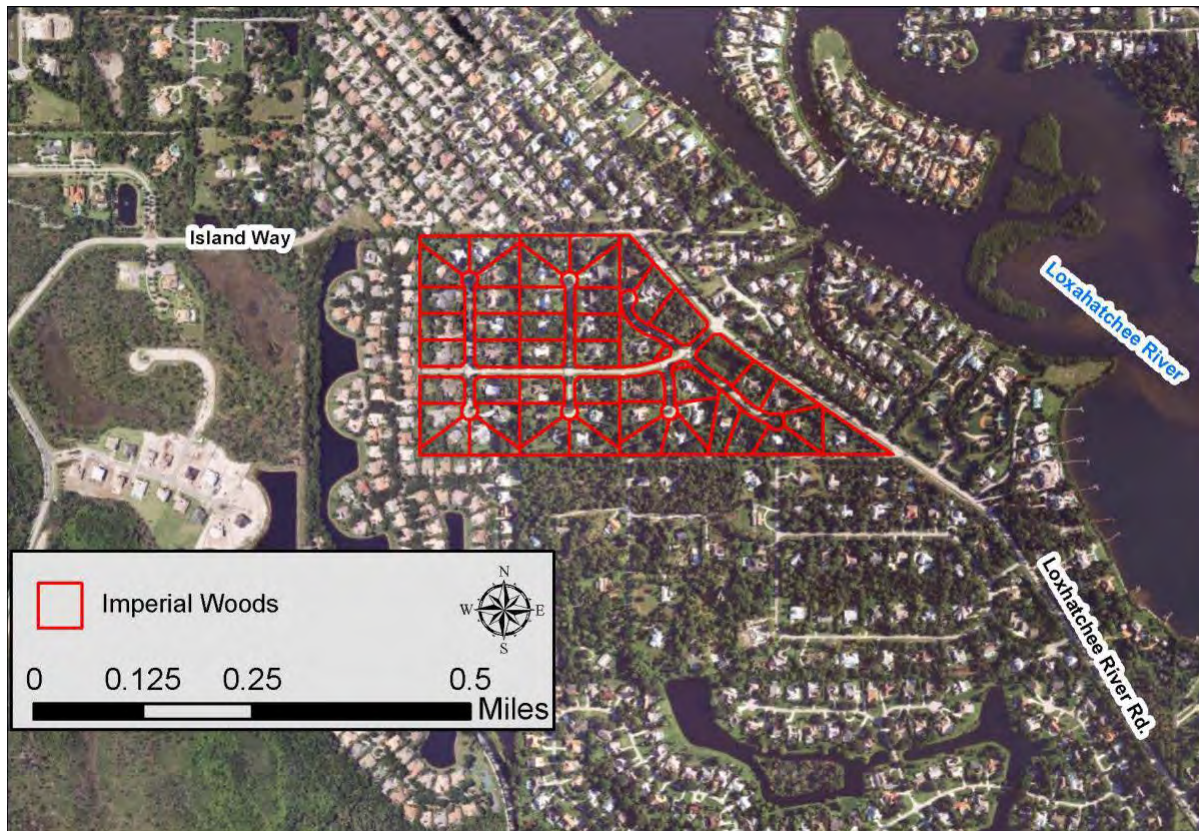
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Equipment Purchase	Equipment Purchase	\$117,500	07/01/2018	12/31/2020
Total:			\$117,500		

Figure 1. Homes affected by the Imperial Woods Septic to Sewer Conversion project.



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$117,500.00	140047

Total Award					\$117,500.00	
-------------	--	--	--	--	--------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT A

PROGRESS REPORT FORM

DEP Agreement No.:	LP43023		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP43023 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. _____ Payment Request No. _____ Request Date: _____

Grantee:
(Name & Mailing Address)

Grantee's Grant Manager

Task No(s). _____ Task Amount(s) Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the project
(name of Grantee)
described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. _____:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

PAYMENT REQUEST NUMBER: Number of payment request

REQUEST DATE: Date request is submitted

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

TASK NO.: This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

ENGINEER'S CERTIFICATION: Must be signed by Professional Engineer when Construction is being requested for reimbursement.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

Local Share or Other Funding or Amount Not Requested: Portion of invoice paid for by Grantee, that is not
2 being requested for reimbursement by this grant

Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice
3 Amount **(1)**.

Deliverable Number: Must identify completed deliverable(s) for each invoice. If invoice covers multiple
deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not
4 applicable to that Task/Deliverable identified under **(2)**.

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Water and Springs Restoration Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb 1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Proof of payment (copies of canceled checks, front and back or EFT verification)
- 5) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Lisa Mecca 850-245-2924

Lisa.Mecca@dep.state.fl.us

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

TO: Governing Board
FROM: Tony Campbell, Director of Operations
DATE: August 10, 2018
SUBJECT: Biosolids Hauling Services Contract

On July 10, 2018 LRD advertised ITB #18-002-DW to Haul and Dispose of Dewatered Biosolids on the LRD's website and Demand Star. A total of six (6) bids were received and opened on August 6, 2018. The bids were reviewed by District staff and determined to be complete and responsive to the requirements of the Invitation to Bid.

The bids were received as follows:

<u>Company</u>	<u>Site #1</u>	<u>Site #2</u>
Synagro South, LLC	\$ 9.01	\$ 5.61
S.P. Britt	9.47	6.08
Biosolids Distribution Services, LLC	9.53	2.71
H&H Liquid Sludge Disposal, Inc.	9.85	3.95
Delta Pioneer, Inc.	14.47	14.47
Merrell Bros, Inc.	20.20	20.20

According to the bid document, all loads of dewatered biosolids will be transported and disposed of at the Solid Waste Authority's Biosolids Processing Facility, Disposal Site #1, unless directed to an alternate Disposal Site by the LRD, Disposal Site #2. The hauling cost quantified as a per mile unit price for Site #1 are a principle factor in determining which Base Bid is in the best interest of the LRD. The hauling cost quantified as a per mile unit price for Site #2 are a secondary factor in the determination.

LRD has not disposed of biosolids at Site #2 during the current contract period, October 1, 2013 to current. In our determination, staff assumed Site #2 would be used 2%, or less, of the times. Using this approach, Synagro South, LLC is determined to have provided the lowest and best responsive and responsible bid.

The LRD is currently paying \$13.24 per ton with a total projected FY 2018 expense of \$161,100. We estimate a savings of approximately 6.9% over our current contract.

At this time, I recommend the Board consider the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to award the contract to Haul and Dispose of Dewatered Biosolids (ITB #18-002-DW) to Synagro South, LLC in accordance with the contract specifications and their bid of August 6, 2018, and execute an annual purchase order in an amount not to exceed \$150,000 per year for the initial term of the contract.”

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: AUGUST 9, 2018
SUBJECT: FISCAL YEAR 2019 – DRAFT BUDGET

We began our discussions on the FY2019 budget in June when we presented our budget assumptions memo. In July we reviewed the draft matrix and overview of capital projects. This month we provide a comparison of the draft budget to our rate study predictions and to last year's budget. By systematically providing more and more detail, our goal is to arrive at your September meeting with a well thought out draft budget that will meet our needs in FY2019.

The table below compares Draft Budget figures against projected expenses from the Rate Study, which we reviewed in February and March. Operating expenses in the draft budget are **\$214,738 (-1.3%)** below Rate Study projections, while the entire budget is \$3,865,262 (12.7%) over Rate Study projections. Operating expenses and capital treatment & disposal fell below what was predicted in the Rate Study, but the other capital and renewal & replacement budget categories exceed what was predicted during the rate study. The primary factor driving this variance is carry-over of approximately \$8.6 million of capital and renewal and replacement projects (e.g., Whispering Trails gravity sewers, Master Lift Station rehab, Alternate A1A force main connections, and Jupiter Farms Elementary force main). These projects were budgeted in FY2018 but due to unexpected delays, they are being re-budgeted in FY2019.

Rate Study vs Draft FY2019 Budget:

	Operating Expenses	Capital Collection & Transmission	Capital Treatment & Disposal	R&R Collection & Transmission	R&R Treatment & Disposal	Total
RateStudy	\$15,985,000	\$8,090,000	\$ 650,000	\$4,220,000	\$1,468,000	\$30,413,000
Budget	\$15,770,262	\$10,653,000	\$ 461,500	\$5,170,000	\$2,223,500	\$34,278,262

The draft Operating Expense Budget (i.e., excluding capital projects) results in a 1.0% increase relative to last year's budget (see table below). This increase is significantly less than the U.S. Department of Labor Statistics' Water and Sewerage Maintenance Index (June WSMI = 3.3%). I am pleased with the budget as it stands, and I believe there may be a few additional cost-saving measures we can achieve over the next month as we finalize the budget for approval in September.

FY2018 Budget vs FY2019 Draft Budget:

FY2018 (\$)	FY2019 (\$)	Change	Budget Category
\$ 5,567,832	\$ 5,849,812	5.1%	Admin., Legal, Accounting, Information Services, and Engineering
\$ 10,041,993	\$ 9,920,450	(-1.2%)	System Operation, Maintenance, and Construction
<i>\$ 15,609,825</i>	<i>\$ 15,770,262</i>	<i>1.0%</i>	<i>Operating Expense Sub-Total</i>
\$ 10,197,500	\$ 11,114,500	9.0%	Capital Improvements
\$ 5,513,500	\$ 7,393,500	34.1%	Renewal & Replacement
\$ 31,320,825	\$ 34,278,262	9.4%	Grand Total

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

James D. Snyder
Chairman

Stephen B. Rockoff
Board Member

Harvey M. Silverman
Board Member

Below I provide a general discussion of assumptions used to develop the draft FY2019 budget for each category outlined in the budget matrix. The budget matrix is provided on the last page of this memo.

Salary & Wages – We have budgeted a 4.0% increase in Salaries & Wages, which will allow us to achieve the following:

1. Number of Employees: Presently, the District has 81 full-time employees. No new full-time positions are proposed at this time.
2. Proposed Cost of Living Adjustment: The June consumer price index (CPI-U) was 2.9%, so I have included a 2.9% cost of living adjustment (COLA) for our employees to maintain their purchasing power given the present rate of inflation.
3. Proposed Merit Increase: I recommend the budget include 3.0% to be disbursed to employees exhibiting meritorious performance during their annual performance review process.

Payroll Tax – We have budgeted a 3.07% increase in this category.

Retirement – We have budgeted a 2.88% increase in this category.

Employee Health Insurance – The Gehring Group suggested we should anticipate an 8% increase in our health insurance premium. This is based on medical inflation and their knowledge of the industry. We have budgeted a 4.5% increase and should be able to cover reasonable premium increases with this amount because of cost savings realized this year.

General Insurance – Brian Cottrell, our insurance agent, suggested we anticipate a 6% increase in our Property, General Liability, Automobile Liability and Physical Damage, Workers Compensation, and Fiduciary Liability insurance premiums. We have budgeted a 0.1% increase for general insurance lines. We have budgeted a 10% increase for Workers' Compensation Insurance.

Supplies & Expenses – We have proposed a 5.0% increase in this category with the majority of this increase associated with increased fuel costs, investments in safety equipment, and computer replacements.

Utilities – We have budgeted a **7.3% decrease** in this category, which is driven by improved efficiencies in usage of contract septage haulers (e.g., when cleaning EQ tanks), FPL's proposed rate decrease of 2% to 4%, and capturing excess utility funds budgeted last year.

Chemicals – We have budgeted a 5.8% increase in chemical costs. This cost increase is driven by inflation in chemical costs (e.g., see chlorine contract under tab 5G) and additional chemicals we anticipate using as we improve odor control at our wastewater treatment facility in the coming year.

Repair & Maintenance – We have budgeted a **12.6% decrease** in this budget category, which includes costs of maintaining and repairing District owned equipment and structures. Last year we appear to have budgeted several meaningful repair projects in two places effectively doubling the cost of these repair and maintenance projects. This year have budgeted repair and maintenance costs under the division owning the assets being maintained (e.g., Collections & Transmission) and we only budget costs for minor tools and supplies under Construction (the Division doing much of the Repair & Maintenance work).

Outside Services – We have budgeted a 7% increase in this budget category. This category includes our lab services contract work, computer/software consultants, biosolids hauling, biosolids processing fees, biosolids hauling fee, etc. Based on the favorable bids for biosolids hauling, we expect to lower this amount in next month's budget memo.

Contingency – Our budgeted contingency amounts remain unchanged from last year.

Revenue – Staff projections suggest total revenue will decrease from \$28,720,809 in FY 17-18 to \$24,384,620 in FY 18-19; a 15% decrease. The decrease is driven by the one-time payment we received in FY17-18 for Jupiter Inlet Colony sewerage assessment. Excluding this one-time source of revenue, our ‘normal’ revenues are projected to increase by approximately 2%.

Capital – is projected to increase by \$874,000 (9%). In FY2019 the most significant budgeted costs are driven by neighborhood sewerage projects (gravity sewers in Whispering Trails, low pressure sewers in Imperial Woods and Island Country Estates, Jupiter Farms Elementary force main, Alternate A-1-A bridge force main connections) and significant improvements to our Master Lift Station. Under Capital Equipment we have budgeted \$450,000 for a new, smaller vacuum truck to facilitate cleaning lift stations and gravity sewers in tight residential neighborhoods. Also, we have budgeted \$262,000 for 8 new portable generators to improve our resilience to hurricanes and other extended power outages. We have put on hold some planned major upgrades at the River Center as we re-vision our environmental education efforts (90% capital reduction under Public Education). Continued neighborhood sewerage and extension of a wastewater force main to Jupiter Farms Elementary are driving the increase under Sub-Regional Collection & Transmission System. Systematic improvements to lift station telemetry, safety (fall protection), and energy reliability (i.e., additional permanent generators at critical lift stations) plus re-budgeting connections to the new Alternate A1A force main are driving the costs under Regional Collection & Transmission System. Treatment System capital projects include a new 500 kw portable generator for our treatment plant, a new generator and transfer switch to serve headworks (a component of our treatment system that is particularly susceptible to loss of power, and \$20,000 for site planning work at 2500 Jupiter Park Drive. The decrease in planned expenditures on Reclamation & Disposal Systems is due to work that will be completed this fiscal year in our Biosolids Processing building and our IQ System. Under Contingency we have listed a number of projects that could occur, but because of our history of not using the Contingency funds we have minimized the cushion in this capital budget line.

Capital Accounts	FY2018	FY2019	% Increase
Equipment	\$ 453,000	\$ 955,000	111%
Public Education	\$ 310,000	\$ 30,000	-90%
Sub-Regional Collection & Transmission System*	\$ 6,305,000	\$ 7,398,000	17%
Regional Collection & Transmission System	\$ 2,650,000	\$ 2,270,000	-14%
Treatment System	\$ 195,000	\$ 350,500	80%
Reclamation & Disposal System	\$ 176,000	\$ 76,000	-57%
Expansion	\$ 10,000	\$ 10,000	0%
Contingency	\$ 98,000	\$ 25,000	-75%
Total	\$10,197,500	\$11,114,500	9%

**We anticipate the Palm Beach County School District will fully reimburse LRD for costs to extend sewer service to Jupiter Farms Elementary School.*

Renewal & Replacement – is projected to increase by \$2,051,000 (38%). The significant proposed expenditures in the Renewal & Replacement accounts relate directly to our strategic planning exercise that provided new energy and focus on improving system reliability and resiliency. For example, the overwhelming majority of the increase is due to significant new investment in system reliability, including lining gravity mains and services, planned conversion of an old can-style lift station (#82), force main rehabilitations, and upgrading existing lift station telemetry. Also, we have re-budgeted rehabilitation of our Master Lift Station. The entire R&R Collection System budget line will go to rehabilitations (e.g., lining) gravity main lines, gravity services, and rehabilitating degraded manholes. We will continue efforts to systematically renew our treatment system with efforts focused on rehabilitating clarifiers 2 and 3, improving

odor treatment associated with our biosolids holding and processing area, and roof renewal for several buildings. The Reclamation & Disposal System budget line is down because of completion of the IQ force main work on Loxahatchee River Road; nonetheless, we continue to budget for important work like replacing an injection well pump, motor, and discharge head. Finally, our Vehicles and Equipment R&R line is up because of planned replacement of 2 relatively large potable generators and several smaller projects including computer server upgrades.

Renewal & Replacement Accounts	FY2018	FY2019	% Increase
Collection System	\$ 378,000	\$ 1,400,000	270%
Transmission System	\$ 2,992,000	\$ 3,770,000	26%
Treatment System	\$ 1,295,000	\$ 1,434,000	11%
Reclamation & Disposal System	\$ 573,000	\$ 287,000	-50%
Vehicles & Equipment	\$ 139,500	\$ 302,500	117%
Contingency	\$ 136,000	\$ 200,000	47%
Total	\$ 5,513,500	\$ 7,393,500	34%

Budgeting is an important process, and we look forward to receiving your input. I am pleased that our budgeted Operating Expenses are below our Rate Study projections and well below the U.S. Department of Labor Statistics' Water and Sewerage Maintenance Index of 3.6%. This would not be possible if our staff did not work diligently and prudently with our ratepayer supplied funds.

On the following page you will find the budget matrix (standard for this time of year), which provides a breakdown of costs by category and division. I look forward to discussing our budgeting efforts with you. At your September 21, 2018 meeting, we will bring a final draft budget for your review and approval. Once approved, the budget will go into effect October 1, 2018.

Budget Summary - Finance Memo

	FY 2018 Budget	FY 2019 Budget	Percent Change
Revenues			
<i>Operating Revenues</i>			
Regional Sewer Service	\$ 16,909,884	\$ 17,067,530	0.93%
IQ Water Charges	2,200,544	2,264,000	2.88%
Standby Sewer Service	189,216	157,550	-16.74%
Administration and Engineering Fees	55,775	48,865	-12.39%
Other Revenue	987,000	183,000	-81.46%
<i>Subtotal Operating Revenues</i>	20,342,419	19,720,945	-3.06%
<i>Capital Revenues</i>			
Line Charges	260,800	232,575	-10.82%
Assessments	4,743,000	824,000	-82.63%
Plant Charges	1,536,790	1,402,600	-8.73%
Capital Contributions	1,003,000	987,000	-1.60%
<i>Subtotal Capital Revenues</i>	7,543,590	3,446,175	-54.32%
<i>Other Revenues</i>			
Interest Income	834,800	1,217,500	45.84%
Carryforward of Surplus from Prior Years	2,600,016	9,893,642	280.52%
Total Revenues	\$ 31,320,825	\$ 34,278,262	9.44%
Expenses			
<i>Operating Expenses (by category)</i>			
Salaries and Wages	\$ 5,466,500	\$ 5,683,100	3.96%
Payroll Taxes	404,000	416,400	3.07%
Retirement Contributions	714,500	735,100	2.88%
Employee Health Insurance	1,263,500	1,320,800	4.54%
Workers' Compensation Insurance	103,600	114,100	10.14%
General Insurance	346,272	346,716	0.13%
Supplies and Expenses	1,082,685	1,136,410	4.96%
Utilities	1,519,980	1,409,350	-7.28%
Chemicals	635,770	672,570	5.79%
Repairs and Maintenance	2,076,148	1,814,606	-12.60%
Outside Services	1,771,870	1,896,110	7.01%
Contingency	225,000	225,000	0.00%
<i>Subtotal Operating Expenses</i>	15,609,825	15,770,262	1.03%
<i>Capital</i>			
Capital Improvements	10,197,500	11,114,500	8.99%
Renewal and Replacement	5,513,500	7,393,500	34.10%
<i>Subtotal Capital</i>	15,711,000	18,508,000	17.80%
Total Expenses	\$ 31,320,825	\$ 34,278,262	9.44%

MatrixGroup	FY	Executive	Finance and Administration	Information Services (IT, Lab, Customer Service)	Engineering	Construction	General Operations	Collection & Transmission	Treatment & Disposal	IQ Water System	Bio Solids	Public Education	Total	\$ Increase/(Decrease)	Percent Increase / (Decrease)
Salaries & Wages	2017-2018B	442,500.00	486,000.00	955,500.00	670,500.00	331,000.00	233,500.00	731,000.00	1,190,000.00	122,000.00	124,500.00	180,000.00	\$ 5,466,500.00		
Salaries & Wages	2018-2019B	467,400.00	508,300.00	1,013,800.00	706,400.00	352,200.00	233,000.00	721,500.00	1,222,800.00	129,200.00	129,800.00	198,700.00	\$ 5,683,100.00	\$ 216,600.00	3.96%
Payroll Taxes	2017-2018B	29,500.00	36,000.00	71,500.00	49,500.00	24,500.00	17,500.00	54,500.00	89,000.00	9,000.00	9,500.00	13,500.00	\$ 404,000.00		
Payroll Taxes	2018-2019B	30,100.00	37,500.00	75,200.00	51,400.00	26,000.00	17,300.00	53,700.00	91,100.00	9,600.00	9,700.00	14,800.00	\$ 416,400.00	\$ 12,400.00	3.07%
Retirement Contributions	2017-2018B	59,500.00	67,000.00	119,500.00	92,500.00	45,000.00	32,500.00	88,000.00	153,000.00	17,000.00	17,500.00	23,000.00	\$ 714,500.00		
Retirement Contributions	2018-2019B	60,000.00	67,100.00	130,800.00	93,000.00	47,100.00	31,000.00	86,500.00	161,700.00	17,400.00	17,500.00	23,000.00	\$ 735,100.00	\$ 20,600.00	2.88%
Employee Health Insurance	2017-2018B	67,000.00	114,000.00	232,500.00	161,500.00	89,000.00	63,500.00	170,500.00	268,000.00	32,000.00	26,000.00	39,500.00	\$ 1,263,500.00		
Employee Health Insurance	2018-2019B	72,100.00	134,100.00	240,600.00	174,400.00	96,200.00	62,000.00	166,600.00	270,100.00	34,200.00	27,900.00	42,600.00	\$ 1,320,800.00	\$ 57,300.00	4.54%
Workers' Compensation Insurance	2017-2018B	1,300.00	1,300.00	15,700.00	12,700.00	9,300.00	3,300.00	20,200.00	32,500.00	3,400.00	3,500.00	400.00	\$ 103,600.00		
Workers' Compensation Insurance	2018-2019B	1,500.00	1,500.00	13,800.00	14,700.00	11,000.00	3,700.00	22,100.00	37,300.00	4,000.00	4,000.00	500.00	\$ 114,100.00	\$ 10,500.00	10.14%
General Insurance	2017-2018B	21,622.00	-	3,200.00	-	-	317,000.00	-	-	-	-	4,450.00	\$ 346,272.00		
General Insurance	2018-2019B	22,066.00	-	3,200.00	-	-	317,000.00	-	-	-	-	4,450.00	\$ 346,716.00	\$ 444.00	0.13%
Supplies & Expenses	2017-2018B	83,120.00	53,420.00	140,400.00	54,700.00	66,850.00	143,675.00	90,350.00	310,150.00	18,200.00	21,050.00	100,770.00	\$ 1,082,685.00		
Supplies & Expenses	2018-2019B	87,690.00	40,960.00	106,500.00	63,800.00	53,000.00	142,875.00	106,650.00	386,510.00	17,500.00	18,375.00	112,550.00	\$ 1,136,410.00	\$ 53,725.00	4.96%
Utilities	2017-2018B	41,850.00	-	65,000.00	-	16,000.00	49,300.00	380,210.00	602,020.00	336,500.00	-	29,100.00	\$ 1,519,980.00		
Utilities	2018-2019B	49,550.00	-	65,000.00	-	-	52,100.00	330,000.00	564,700.00	323,000.00	-	25,000.00	\$ 1,409,350.00	\$ (110,630.00)	-7.28%
Chemicals	2017-2018B	-	-	-	-	-	-	450,000.00	2,000.00	80,000.00	103,770.00	-	\$ 635,770.00		
Chemicals	2018-2019B	-	-	-	-	-	-	470,000.00	2,000.00	80,000.00	120,570.00	-	\$ 672,570.00	\$ 36,800.00	5.79%
Repair & Maintenance	2017-2018B	67,095.00	3,500.00	56,350.00	19,850.00	295,000.00	129,411.00	448,000.00	670,057.00	193,900.00	123,230.00	69,755.00	\$ 2,076,148.00		
Repair & Maintenance	2018-2019B	50,950.00	5,000.00	54,500.00	23,191.00	60,000.00	98,860.00	480,000.00	743,100.00	145,000.00	91,500.00	62,505.00	\$ 1,814,606.00	\$ (261,542.00)	-12.60%
Outside Services	2017-2018B	223,800.00	95,500.00	254,000.00	-	-	29,500.00	35,150.00	89,570.00	207,000.00	823,900.00	13,450.00	\$ 1,771,870.00		
Outside Services	2018-2019B	306,100.00	96,500.00	260,000.00	-	-	35,000.00	40,000.00	57,610.00	215,000.00	873,900.00	12,000.00	\$ 1,896,110.00	\$ 124,240.00	7.01%
Contingency	2017-2018B	225,000.00	-	-	-	-	-	-	-	-	-	-	\$ 225,000.00		
Contingency	2018-2019B	225,000.00	-	-	-	-	-	-	-	-	-	-	\$ 225,000.00	\$ -	0.00%
Prior Year Total	2017-2018B	\$1,262,287.00	\$856,720.00	\$1,913,650.00	\$1,061,250.00	\$876,650.00	\$1,019,186.00	\$2,467,910.00	\$3,406,297.00	\$1,019,000.00	\$1,252,950.00	\$473,925.00	\$15,609,825.00		
Current Year Total	2018-2019B	\$1,372,456.00	\$890,960.00	\$1,963,400.00	\$1,126,891.00	\$645,500.00	\$992,835.00	\$2,477,050.00	\$3,536,920.00	\$974,900.00	\$1,293,245.00	\$496,105.00	\$15,770,262.00		1.03%

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Date
10	Turtle Creek Subsystem 3	5	Notified Owners – September 2012 Notice of Intent – December 2016 Contract Award – August 2017 Notified to Connect – April 2018	2016	2017
10	Turtle Creek Subsystem 2	28	Notified Owners – September 2012 Notice of Intent – October 2016 Contract Award – August 2017 Notified to Connect – April 2018	2016	2017
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Contract Award – May 2018	2017	2017
16	Limestone Creek Road-West	82	Notified Owners – January 2013	2018	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	2018
20	New Palm Beach Heights	34	Notified Owners – January 2016	2019	2019
22	Bridgewater	70	In discussions with developer/engineer	2019	2019
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

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

TBD = To be determined

Remnant Areas - Page 2

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Date
None	PBC Riverbend Park <i>(institutional)</i>	12ECs	Not. of availability-Costs pd, plans reviewed Project Complete – January 2018	2011	2016
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	2017
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Notified to Connect – February 2016 Variance requested – May 2016	2012	2017
I	Chippewa Street	6	Notified Owners-1/14, Petition Rec'd 4/16 Feasibility Letter LPSS/Gravity – July 2016 Notice of Intent to Assess – April 2018 Notified to Connect – August 2018	2018	2017
	US 1 (12750), Juno Beach <i>(commercial)</i>	1 EC	Notified Owners – January 2014 Notice of Intent to Assess – April 2018 Notified to Connect – August 2018	2017	2018
H	County Line Road - Martin Co. (19701, 19721, 19741)	3	Notified Owners – July 2013 Notice of Intent to Assess – April 2018 Notified to Connect – August 2018	2017	2018
F	North A-1-A	3	Postponed -Town Activities in area	2012	2018
G	815 S. US 1 (Yum Yum Tree)	9 ECs	Notified Owner – November 2014	2016	2018
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017	2016	2018
I	96 Pine Hill Trl E	1	Notified Owner – February 2015 Notice of Intent to Assess – April 2018 Notified to Connect – August 2018	2018	2018
	8 th Street	3	Notified Owners – January 2014 Design completed – April 2018 Notice of Intent to Assess – April 2018 Notified to Connect – August 2018	2018	2018
	18890 SE Country Club Dr, Cove Pt	1	Notified Owner – April 2017 Design started – August 2017	2018	2019
	18870 SE Country Club Dr, Cove Pt	1	Notified Owner – August 2017	2019	2019
	19087 SE County Line Rd	1	Notified Owner – January 2017 Vacant Lot	2018	2018
	US Highway 1 Residential, Juno	3	Notified Owners – August 2017	2019	2019
	Ocean Dr (120 + 140)	2	Notified Owners – June 2013 Notice of Intent – January 2018 Notified to Connect – August 2018	2018	2019
	Thelma Ave. LPSS	4	Notified Owners – September 2017	2020	2020

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

TBD = To be determined

Private Road Areas – Page 3

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised 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	AEO
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	AEO
CC	171 st Street (Martin Co.)	7	Private Road In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012 In House Design started	2014	AEO
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	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Withdrew Notification – Feb 2011 Easements Obtained – Aug 2017 + June 2018 Notice of Intent to Assess – September 2017 30% Design Complete– July 2018 Grant Authorized	2016	2018
EE	Hobart St SE (Martin Co.)	13	Notified Owners – October 2012 Private Road	2016	AEO
FF	Rolling Hills	51	Notified Owners – January 2013 Private HOA	2017	AEO
FF	Gardiner Lane	2	Notified Owners – July 2013 Private Road	2017	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
GG	Rockinghorse (<i>north of Roebuck Road</i>)	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	47	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018 Notice of Intent – July 2028	2018	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO

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

TBD = To be determined

AEO = As easements are obtained

TIMOTHY W. GASKILL*
*Business, Probate
Family Litigation*

DONALD R. SMITH +*
*Personal Injury & Wrongful Death
And Civil, Business & Real Estate
Litigation*

CURTIS L. SHENKMAN
*Board Certified
Real Estate Attorney*

BROOKE GROGAN*
Personal Injury & Litigation

BRANDON D. SMITH
Personal Injury & Litigation

+* Member of the Florida Justice Assoc.
and the Palm Beach Co. Justice Assoc.
*Members of the U.S. Federal Court -
Southern District, Florida

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KAREN M.B. LOPATOSKY
Senior Litigation Paralegal

REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

August 8, 2018

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

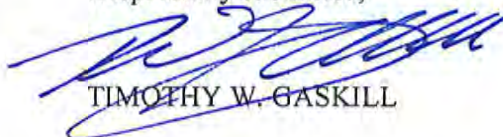
Dear Board Members:

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,



TIMOTHY W. GASKILL

/kmb

Attachments

cc: Curtis L. Shenkman, Esquire

OTHER LITIGATION

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

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

11/24/14	District served with Petition re Homestead and Real Property as Estate Asset; Filed Answer and Affirmative Defenses; Hearing to be held
12/10/14-1/6/15	No change in status
2/3/15	No change in status
3/6/15-5/11/15	No change in status; monitoring probate action; monitoring for activity;
6/8/15-7/9/15	No change in status
8/7/15 – 10/12/15	No change in status, continuing to monitor probate
11/10/15	There is a pending Motion to sell real estate set for hearing in December, continue to monitor
12/7/15	No change in status
1/18/16 – 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 – 10/13/16	No change in status
11/9/16-12/14/16	No change in status –probate proceedings continuing
1/10/17 – 9/20/17	No change in status – Probate proceedings continuing –no activity since 11/15/16 on docket
10/6/17-12/6/17	No change in status – Probate proceedings continuing –no activity since 11/15/16 on docket
1/8/18	No change in status - Probate proceedings continuing –no activity since 11/15/16 on docket
2/5/18	No change in status - Probate proceedings continuing –no activity since 11/15/16 on docket
3/5/18 – 4/2/18	Only new filings in March were Petition to determine Paternity and Petition to Sell Property and delay Tax Deed Sale
5/10/18	No change in status
6/10/18-7/10/18	Probate still ongoing; Hearing on Per. Rep's Petition to Delay Tax Deed Sale scheduled for 7/12/18; no other change in status
8/7/18	Hearing on Sale of Property held and Order entered authorizing sale; to monitor re sale and estoppel for any outstanding charges to LRD

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

ACTION: Bank of New York Mellon v. Lori Chezem et al ...Loxahatchee River Envir Control District
Owner: Lori Chezem **Property:** 121 Arrowhead Circle, Jupiter
Acct #2146900 **Case No.** 50-20178CC-006996 XXXXMBAB

TYPE OF ACTION: Lien Foreclosure by Bank of NY, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Complaint upon District 6/14/18
COMMENTS: Action foreclosing Mortgage lien/HOA liens– Encon named for lien interest
STATUS: Pending

6/14/18-7/12/18	Mortgage Co., Bank of NY Mellon, Lien foreclosure action; District served with Complaint; Filed Notice of Appearance for LRD and Answer, Counterclaim, Crossclaim; in process of serving parties;
8/7/18	Settlement offer sent to Plaintiff/CounterDefendant Bank of NY Mellon; waiting on response

ACTION: Deutsche Bank Nat'l Trust Co. et al v. Victoria S Magaldi et al ...Loxahatchee River Envir Control District
Owner: Victoria S. Magaldi **Property:** 1300 Peninsular Rd, Jupiter
Case No. 50-2017CA-009246 XXXXMB"AN"

TYPE OF ACTION: Lien Foreclosure by Deutsche Bank, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Complaint upon District 7/23/18
COMMENTS: Action foreclosing Mortgage lien/– Encon named for possible lien interest
STATUS: Pending

8/7/18	LRD served with Complaint 7/23/18; Deutsche Bank Nat'l Trust Co., (mortgage lender), Lien foreclosure action; District served with Complaint; Notice of Appearance for LRD filed; Answer and Affirmative Defenses not filed perLRD request to withdraw and take no action as only interest is a "pending" interest per the pending Lien Notice and Notice of Intent to Assess Peninsular Road Assessment Area as recorded on February 23, 2010 in ORB 23706, Page 1115, Public Records of Palm Beach County, Florida. Motion to Withdraw filed and awaiting Order granting Motion from Court

MEMORANDUM

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

COPY: Clint Yerkes / Loxahatchee River District
Tony Campbell / Loxahatchee River District

FROM: Albert Muniz / Hazen and Sawyer

DATE: August 9, 2018

FILE: 42009-029.3.1.3

SUBJECT: Loxahatchee River District
Engineer's Monthly Status Report through July 31, 2018

The following is a summary of work performed by Hazen and Sawyer (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 will submit a letter for rehabilitation of existing clarifiers by EIMCO along with a task order for project certification in August.
- Hazen is assisting with planning for the interim casing pressure test that is due in December 2018. Communication with drilling contractor has occurred and a piggy-back contract will be forthcoming in August 2018. Hazen will also submit a task order for oversight of testing and preparation of report as required by the Florida Department of Environmental Protection (FDEP).
- Hazen prepared a task order for BioWin modeling of the WWTP. The services will also include training of LRD operations staff

Deep Bed Sand Filters – Final Design and Construction Management Services – The following provides a summary of tasks that have occurred during the above reporting period:

Monthly Progress

- The contractor (i.e., Kirlin) is continuing to work on an itemized list of project deficiencies provided to him by Hazen with input from LRD staff to achieve substantial completion. A punch-list will be prepared upon reaching substantial completion. The contractor will be required to complete all items on the punch-list to achieve final completion of the project.

- Filter Electrical Building – Installation of the kirk key system in the Filter Electrical Building has been completed.
- Deep Bed Filters – The facility is nearing completion. The contractor has been working on a list of project deficiencies and ancillary items. Re-coating of the precast weirs was completed in July. The application of the aliphatic urethane coating in the clear-wells is ongoing and anticipated to be completed in August.
- Parshall Flume Flow Meter – The application of the aliphatic urethane coating on the Parshall flume was completed. Securing of the grating and handrail was completed.
- Filter Feed Pump Station No. 1 – The minimum speeds on the vertical turbine pump variable frequency drives were set. Vibration and alignment testing was successfully completed on the vertical turbine pumps. The facility was turned over to the District on July 19, 2018.
- Process Piping - The grouting of the Phase III piping was completed. Installation and pressure testing of the piping from PS1 to the DBF was also completed.
- Electrical Building No. 1 and No. 3 – The kirk key installation in Electrical Building No. 1 is ongoing. Contractor plans on completion of the kirk key installation in August.
- Site work – Grading around the structures and general site cleanup continues. Contractor is also working on completion of asphalt, paver roadway, final grading and general restoration.
- Synthetic Media Filters – Coating of the new synthetic media filter effluent piping was completed. It is anticipated that the synthetic media filter pipe supports will be completed in August.



Site work nearing completion



Pavers installed



Contractor finalizing work at Deep Bed Filters and Synthetic Media Filters



Alternate A1A / Damon Bridge Water Transmission Main Replacement and Force Main Installation – Construction of the infrastructure of the new 16-inch force main pipeline in parallel with a Town of Jupiter water main replacement on the Alternate A1A Bridge in Jupiter was completed in July 2018. Project close-out will be finalized by the end of August 2018. A copy of record drawings will be finalized and submitted to LRD on August 8, 2018. Hazen will follow-up with agencies to close permits as applicable.

Key project dates are shown below:

- Notice-to-Proceed March 31, 2017
- Substantial Completion June 4, 2018 (Original date was October 27, 2017)
- Final Completion July 4, 2018 (Original date was November 26, 2017)

Wastewater Treatment Plant Operating Permit Renewal – The FDEP is in the process of preparing a draft of the operating permit for the Wastewater Treatment Plant. Personnel from FDEP performed a site visit on July 6, 2018. Communications are ongoing between FDEP, Hazen and LRD staff. A copy of the draft permit for review is anticipated by the end of August 2018.

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.



Loxahatchee River Environmental Control District Monthly Status Report August 9, 2018

Submitted To: Clinton Yerkes, Deputy Director

The following is a summary of work performed by Mathews Consulting (MC), a Baxter and Woodman Company, on District projects through August 9, 2018.

Alternate A1A Bridge Force Main Extension Design

MC has received permits for the following agencies:

- Florida Department of Transportation R.O.W. Permit
- Florida Department of Environmental Protection – Environmental Resource Permitting
- Florida East Coast (FEC) Railway Parallel Infrastructure License
- Palm Beach County Health Department – Re-submittal
- Town of Jupiter (TOJ) Engineering Permit – ***Received since previous Monthly Status Report***

MC is preparing final bidding documents for use in solicitation of bids from prospective Contractors. MC is coordinating with the District to determine appropriate bidding dates.

Master Lift Station No. 1 Rehabilitation

The District previously finalized the Contract Agreement with the selected Contractor, TLC Diversified. MC continued to coordinate the preparation, submittal and review of shop drawings as well as an approvable construction schedule. The pre-construction meeting was completed on July 23, 2018.

Whispering Trails Gravity Sewer System

The District finalized the contract agreement with the selected Contractor, Gianetti Contracting Corporation. MC began coordinating the shop drawing submittal process including the baseline project schedule and shop drawing submittal process. MC scheduled the pre-construction meeting for August 17, 2018.



Jupiter Farms Elementary Sanitary Sewer System

MC completed the preparation of the revised 100% design documents which included the redesign of the force main along Haynie Lane. The 100% design documents were submitted to the District on July 30, 2018. MC submitted a response to RFI No. 1 and accompanying documentation to South Indian River Water Control District (SIRWCD) on July 25, 2018. MC requested the status of the SIRWCD permit application from the District Engineer on August 6, 2018 and is awaiting a response. Upon receipt of the SIRWCD permit MC will resubmit permit applications to the PBCHD and PBC Land Development which reflect the final alignment and design details approved by SIRWCD. MC continued coordination with the PBC School District Building Code Service Department.

Respectfully Submitted by:

MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY

A handwritten signature in blue ink, appearing to read "J. Pugsley".

Jason A. Pugsley, P.E.
Vice President / Florida Operations Manager



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: August 9, 2018
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 August 9, 2018. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Loxahatchee River Road Reclaimed Water Main Replacement and Force Main Extension

- The tie-in of the new 2-inch low-pressure force main, installation of Ram-Nek gasket tape to seal the joints of one air release valve manhole, demolition of the existing aerial reclaimed water main crossing and supports, and grouting and abandonment of below grade reclaimed water piping has been completed. Remaining work includes completion of the installation of one CDR box, concrete collars, and final trench cut paving and restoration.

Turtle Creek –Subsystem 2& 3 – Gravity Sewers

- *HCE is working with the Contractor to obtain all necessary final approvals and paperwork to close-out the project.* We currently have all final paperwork in hand with the exception of final approval from the Turtle Creek property owner's association. Both HCE and LRD staff have been coordinating with their board members to obtain the required documentation.

Lift Station No. 082 Master Plan

- Installation of the pressure recorders and drawdown tests needed for the calibration of the model will occur in late August after the rehabilitation of Lift Station #114 is complete. This data is needed to calibrate and complete the model. *Upon completion of the calibration of the model, the selected scenarios will be inputted for analysis.*

Imperial Woods Low Pressure Sewer System

- The 30% design submittal comments were received by LRD staff on July 23, 2018. We are currently working on incorporation of the comments and will provide a 90% design submittal to staff for review and comment by September 17, 2018. *This project will be ready for advertisement to bid by mid-October and an estimated construction completion date of June 2019.*

Busch Wildlife Sanctuary

The 3rd Quarter Report will be presented at the
October, 2018 Board Meeting.

Director's Report

- ▶ Admin. & Fiscal Report attach. #1
- ▶ Engineering Report attach. #2
- ▶ Operations Report attach. #3
- ▶ Information Services Report attach. #4
- ▶ Environmental Education attach. #5
- ▶ Other Matters attach. #6

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: August 10, 2018
Subject: Monthly Financial Report

Cash and Investments

Balances as of July 31, 2018

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Amount
TD Bank	5 Years	08/19/18	1.87%	2,193,840
US Bank	6 Months	09/14/18	1.93%	1,007,371
US Bank	3 Months	10/30/18	2.10%	1,500,086
Bank United	1 Year	11/07/18	1.54%	1,011,264
US Bank	9 Months	12/10/18	2.06%	1,007,869
US Bank	6 Months	01/30/19	2.29%	1,000,063
US Bank	9 Months	02/24/19	2.26%	2,008,431
TD Bank	5 Years	04/29/19	1.88%	1,624,897
US Bank	1 Year	07/30/19	2.45%	1,500,101
TD Bank	5 Years	09/22/19	2.09%	2,167,772
Subtotal				\$ 15,021,694

Other:

FL Community Bank - Public Demand	2.12%	\$ 11,909,893
TD Bank - NOW	1.76%	4,145,616
SunTrust-Business Account	0.50%	5,316,687
Subtotal		\$ 21,372,196
Total		\$ 36,393,890

Average weighted rate of return on investments is: 1.82%

As of 07/31/18:

3 month Short Term Bond: 2.03%

1 month Federal Fund Rate: 2.00%

Cash position for July 2017 was \$29,834,468. Current Cash position is **up** by \$6,559,422.

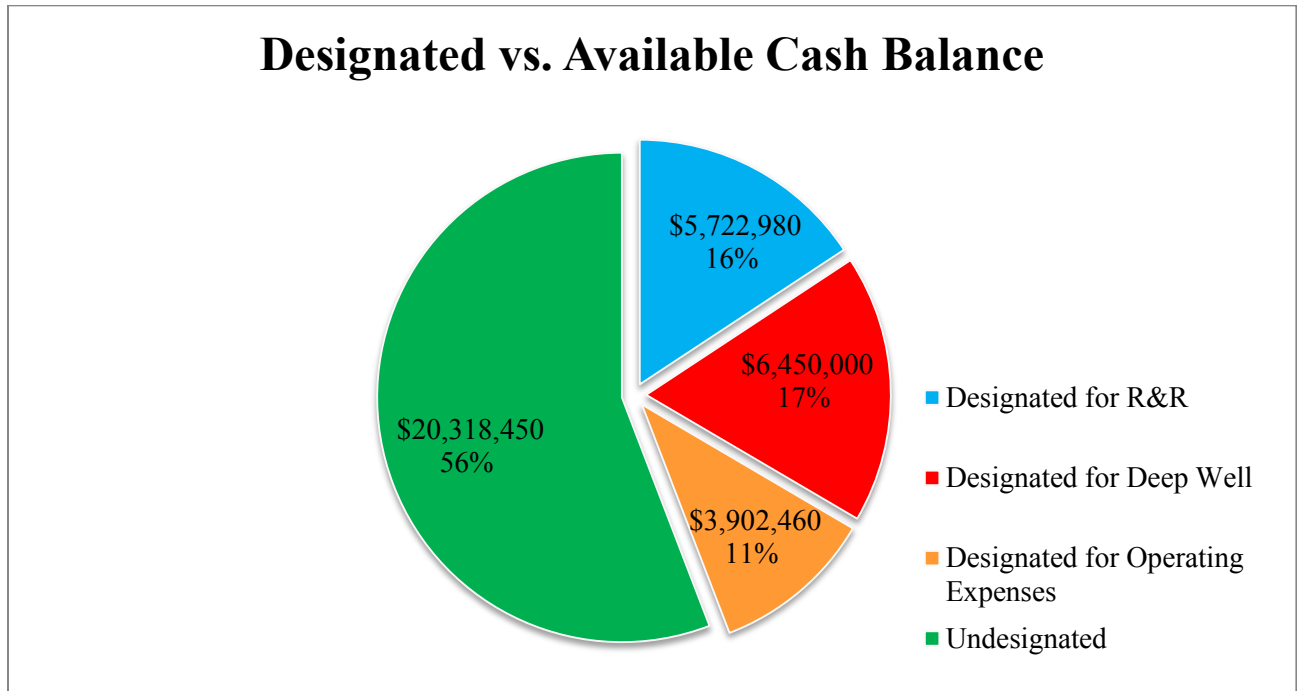
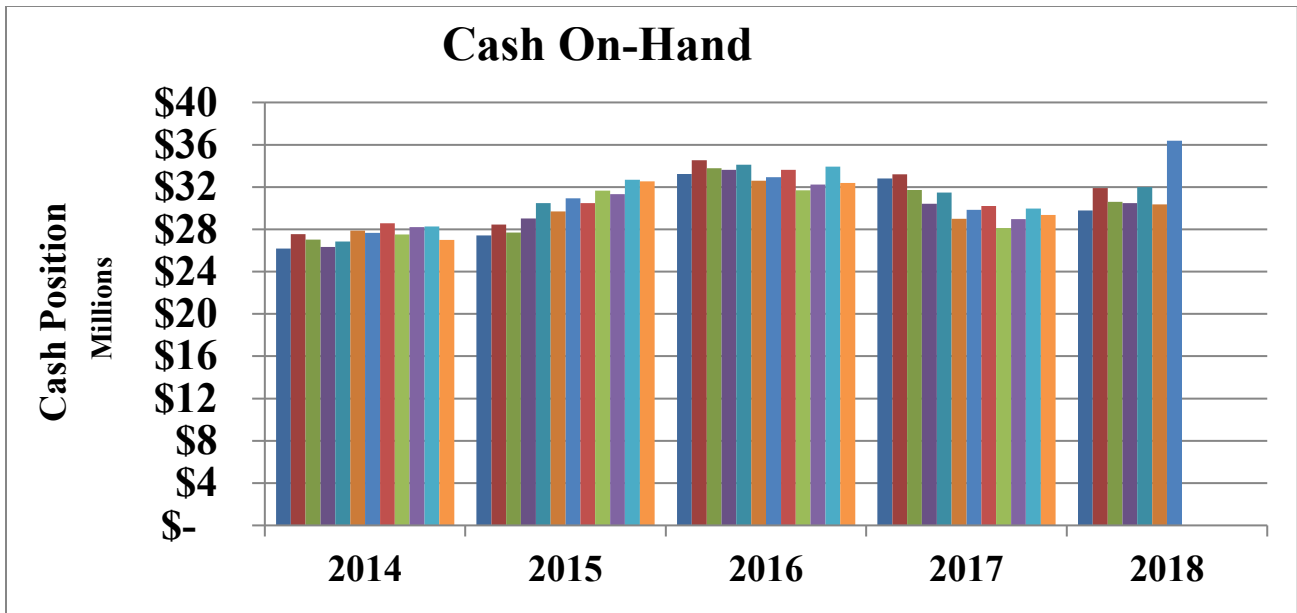
Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member



Financial Information

- Legal fees billed for the month of July was \$19,595. The fiscal year-to-date total is \$83,035.
- There was no Septage billing for the month of July. The fiscal year to date total is \$347.
- Developer's Agreement – No new Developer agreements were entered into in July.
- I.Q. Water Agreements – Town Center PH I is past due for May, June and July.
- Estoppel fees collected in July totaled \$6,900. The fiscal year-to-date total is \$73,475.

Summary of Budget vs. Actual

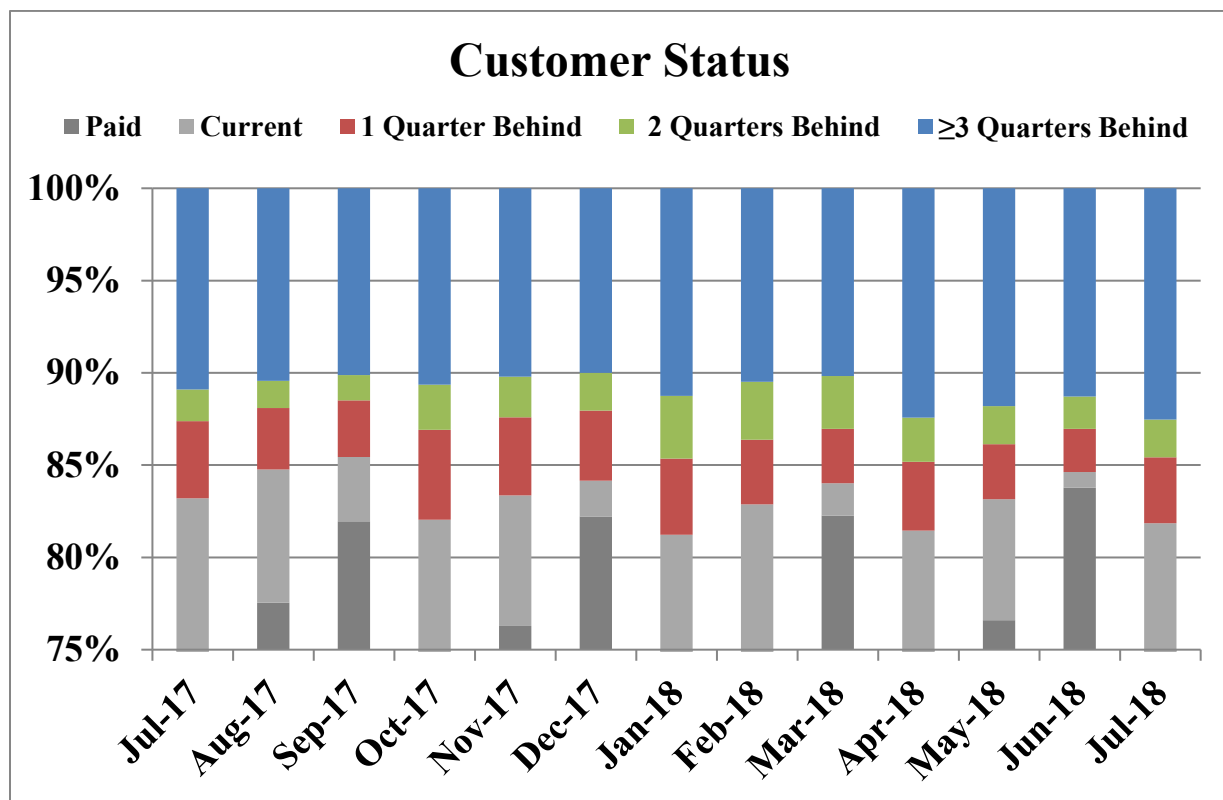
Budget Benchmark

83.00%

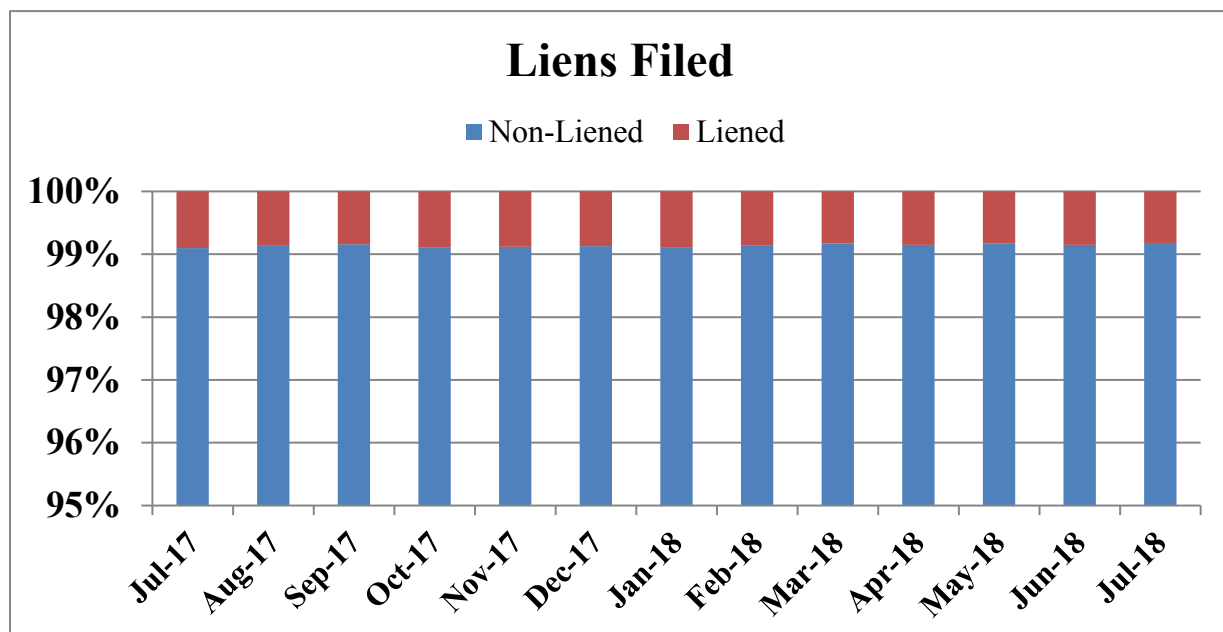
	Actual July	Actual YTD	Budget FY 18	Favorable (Unfavorable)	Budget Expended
Revenues					
Operating Revenues					
Regional Sewer Service	\$1,401,426	\$13,952,469	\$ 16,909,884	\$ (2,957,415)	82.51%
Standby Sewer Service	7,948	104,138	189,216	(85,078)	55.04%
IQ Water Charges	192,329	1,923,288	2,200,544	(277,256)	87.40%
Admin. and Engineering Fees	4,808	93,342	55,775	37,567	167.35%
Late Fees	13,326	46,511	20,000	26,511	232.56%
Interest on Charges	10,310	42,938	20,000	22,938	214.69%
Other Revenue	60,259	354,810	327,000	27,810	108.50%
Subtotal Operating Revenues	1,690,406	16,517,496	19,722,419	(3,204,923)	83.75%
Capital Revenues					
Assessments	5,217,140	6,840,071	5,348,000	1,492,071	127.90%
Line Charges	23,070	470,108	260,800	209,308	180.26%
Plant Charges	54,120	1,195,621	1,536,790	(341,169)	77.80%
Capital Contributions	-	467,434	1,003,000	(535,566)	0.00%
Subtotal Capital Revenues	5,294,330	8,973,234	8,148,590	824,644	110.12%
Other Revenues					
Grants	1,032	13,257	608,000	(594,743)	2.18%
Interest Income	48,775	354,253	229,800	124,453	154.16%
Subtotal Other Revenues	49,807	367,510	837,800	(470,290)	43.87%
Total Revenues	\$ 7,034,543	\$ 25,858,240	\$ 28,708,809	\$ (2,850,569)	90.07%
Expenses					
Salaries and Wages	\$404,181	\$3,927,195	\$ 5,466,500	\$ 1,539,305	71.84%
Payroll Taxes	30,590	295,299	404,000	108,701	73.09%
Retirement Contributions	83,196	624,296	714,500	90,204	87.38%
Employee Health Insurance	101,057	976,858	1,263,500	286,642	77.31%
Workers Compensation Insurance		85,488	103,600	18,112	82.52%
General Insurance	174	326,552	346,272	19,720	94.31%
Supplies and Expenses	68,823	871,130	1,070,685	199,555	81.36%
Utilities	107,789	1,108,059	1,519,980	411,921	72.90%
Chemicals	51,961	534,218	635,770	101,552	84.03%
Repairs and Maintenance	112,965	1,191,317	2,076,148	884,831	57.38%
Outside Services	132,161	1,447,226	1,771,870	324,644	81.68%
Contingency			225,000	225,000	0.00%
Subtotal Operating Expenses	1,092,897	11,387,638	15,597,825	4,210,187	73.01%
Capital					
Capital Improvements	419,460	3,848,231	10,099,500	6,251,269	38.10%
Renewal and Replacement	371,667	2,639,583	5,377,500	2,737,917	49.09%
Contingency		40,495	234,000	193,505	17.31%
Subtotal Capital	791,127	6,528,309	15,711,000	9,182,691	41.55%
Total Expenses	\$ 1,884,024	\$ 17,915,947	\$ 31,308,825	\$ 13,392,878	57.22%
Excess Revenues					
Over (Under) Expenses	\$ 5,150,519	\$ 7,942,293	\$ (2,600,016)	\$ 10,542,309	

Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 82% billing.



The District serves approximately 32,000 customers. Currently, the District has 264 liens filed which represent approximately 1% of our customers.



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: August 9, 2018

SUBJECT: Director's Report - Engineering Division
August 2018 Board Meeting

Developer Projects

Staff were active on 8 Developer projects including the following activities.

Planning: Staff performed planning activities on the following projects.

Blowing Rocks Nature Conservancy: Staff coordinated with local engineering firms for design requirements to connect Blowing Rocks to the District's wastewater collection system.

Inlet Waters: Staff coordinated with the developer for design requirements to connect a proposed residential development along A1A across from Burt Reynolds Park.

Sonoma Isles IQ: The developer has re-engaged with staff for extension of the re-use system from Indiantown Rd to serve Sonoma Isles. The system will discharge into a lake on site for repump into the Sonoma Isles irrigation system.

Love Street: Final comments to the engineer have been provided. A final plan submittal is pending.

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

Admirals Cove: Staff are working with Admirals Cove engineers for plan approval on a new tennis pavilion, spa and kitchen expansion.

Jupiter Medical Center Pediatric Unit: Staff attended a preconstruction meeting to coordinate abandonment of District facilities no longer needed when the new unit is constructed.

Chabad Jewish Center: A new 14,000 SF commercial building with parking located at University and Marlberry Circle. The building will connect to the existing gravity system in Marlberry Circle.

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Chairman

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Board Member

Center Park Storage: A new 52,000 SF storage facility located behind Miller's Plaza off Center Street. The facility will connect to the existing Lift Station 027 gravity system adjacent to the property.

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

None

One Year Inspections:

None

Capital Projects

Staff were active on 46 Capital and/or Utility projects including the following activities.

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

Lift Station Rehabilitations for 2018: Staff have completed plans for 4 station rehabilitations and are working on a format for a general lift station rehabilitation contract. The general services contract will allow for rehabilitation of specific lift station components at to be determined lift station sites and will also incorporate these 4 stations.

Jupiter Ocean Racquet Club Force Main Replacement Phase 2: Design and permitting of this project is complete. The project will advertise for Bid on August 12, 2018 with the scheduled Bid to occur on September 11, 2018.

Pump Station Upgrades: When the new Loxahatchee River force main crossing is complete four pump stations upstream of the crossing will require upgrades to meet the new head conditions. All equipment has been delivered. Three stations are complete, the fourth will be completed as part of an upcoming lift station rehabilitations.

18890 Country Club: Staff are working on design and permitting for a remnant property on Country Club Drive. This will be a low pressure sewer system discharging into the Lift Station 043 collection system.

LS 70 and 71 Emergency Standby Generators: Two separate projects to provide permanent emergency standby generators at lift stations 70 and 71. Both are part of the cascading lift station system along Country Club Drive in Tequesta. Both projects are currently out for Bid with the scheduled Bids to occur on August 28, 2018 for LS 71 and September 18, 2018 for LS 70.

Lift Station 70 Control Panel: In conjunction with the emergency generator at lift station 70, staff also intend to replace the station control panel with a variable speed panel. In an effort to expedite the panel and complete this work with the emergency generator, staff intend to include the panel as a design/build specification, with specific component and performance requirements, in the emergency standby generator project. This project is included in the emergency standby generator project listed above and is scheduled to Bid on September 18, 2018.

Cellular Telemetry: IT and Engineering staff are working on a project to test cellular telemetry installation at existing stations with no telemetry. Two units have been installed in the system and integrated into the District's SCADA system. The concept has been deemed viable, now staff will begin working on the procurement process. It is anticipated that we will select up to three suppliers to source telemetry units through a competitive bid process.

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

19750 Riverside Drive: Staff completed design and permitting for 1 remnant property off Riverside Drive. The gravity service was installed and the homeowner has already made connection.

8th Street: This project for a low pressure sewer system serving 4 properties and discharging in the Lift Station 018 collection system is complete and available for service.

120 and 140 Ocean Drive: This project for a low pressure sewer system serving two properties and discharging in the Lift Station 133 collection system is complete and available for service.

12750 US 1: Construction for a low pressure sewer system serving a commercial property and discharging in the Lift Station 132 collection system is complete. Staff are coordinating with FDOT to close out the right of way permit.

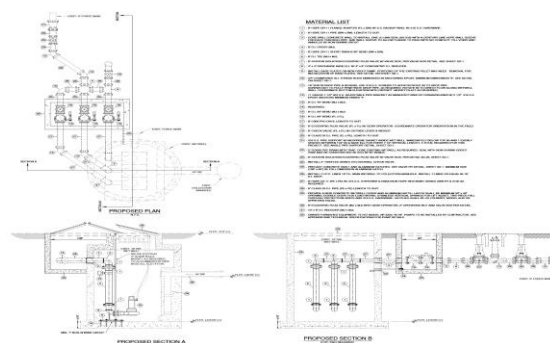
County Line Road: Construction for a low pressure sewer system to serve 3 remnant properties on County Line Road west of Seabrook Dr. is complete. Staff are coordinating with FDEP for acceptance of the system before placing into service.

96 Pine Hill Trail E.: Construction for a low pressure sewer system serving one property and discharging in the Lift Station 054 collection system is complete and available for service.

Construction Barn Drainage: The contractor is scheduled to begin work August 13, 2018 and complete by the end of August.

Chippewa Street: This project for a low pressure sewer system serving 6 properties and discharging in the Master Lift Station collection system is complete and available for service.

Lift Station 114 Rehabilitation: The contractor has mobilized and taken delivery of the valve vault and power/control panel. Underground work and wetwell modifications are underway and while the schedule has slipped based on material delivery, completion is still anticipated by the end of August.



LS057 and LS066 Collection System Lining: Main lining and TV inspection in these systems are complete. Pre-lining lateral inspections are complete and the actual lateral lining should complete this month.

LS065 Collection System Lining: Three sections of gravity mains are left to be lined. These are scheduled to complete this week.

Radio Telemetry System: Data Flow Systems is working on the second phase of the system evaluation for the remaining 36 existing lift station DFS units and 24 existing irrigation station DFS units. We anticipate the second phase system evaluation being complete this fiscal year and the work being performed in 2019.

Penn Park: Main line TV inspections are complete. Staff are now preparing to locate existing services and install missing cleanouts in preparation of lining. This project was moved to the top of the list to allow completion of the work ahead of a Palm Beach County paving project scheduled for summer 2019.

Consultant Projects:

Master Lift Station Rehabilitation: This project is for the rehabilitation of the Master Lift Station located just east of Pennock Ln on Indiantown Rd. The project will include pump replacement piping modifications, bypass facilities, isolation valves, coatings, meters and emergency generator replacement. The pre-construction meeting was held in July. The current schedule shows mobilization to the site in November 2018, station bypass from February through May 2019 and final completion in summer 2019.

Alternate A1A Subaqueous Crossing Replacement: This portion of the project includes piping up to the aerial bridge crossing at the Loxahatchee River and Alternate A1A. Permits have been issued and the bidding schedule is pending.

Turtle Creek Sub-Phase 2 and 3: This project provides gravity sewer to the western portion of Turtle Creek. The project is released for operation. The contractor and engineer are working on resolution with the HOA regarding damage to landscaping and staff and the engineer are working with a resident for resolution of a service lateral installed in the wrong location.

Alternate A1A/Damon Bridge Water Main Replacement and Force Main Installation: 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. This project is complete and once the Alternate A1A Subaqueous Crossing Replacement noted above is complete this project will be available for use.

Loxahatchee River Road IQ Main Replacement and 4" Force Main Installation: A project to replace a 16" aerial crossing along Loxahatchee River Road and extend the Loxahatchee River Road force main system up to Whispering Trails. The 16" IQ main is in service and all construction should complete by the end of August.

Whispering Trails Neighborhood Sewer System: This project provides a gravity sewer system to provide service to 181 lots in the Whispering Trails Subdivision off Loxahatchee River Road. The preconstruction meeting is scheduled for August 17, 2018. Staff have been working through the plans and with residents to verify the locations for service laterals.

Jupiter Farms Elementary: This project extends the District's transmission system to Jupiter Farms Elementary School and connects the school to the District's system. Plans are being revised for an alternate, more efficient route to the school based on easements being granted from SIRWCD.

Lift Station 082 Master Plan Hydraulic Model: This project includes modeling of the District's lift station and transmission system south of the Inlet and east of the Intracoastal. The project is using the District's existing GIS data and will include future projections for flow and design parameters and cost estimates for Lift Station 082 to allow it to serve current, future and repump needs moving forward.

Imperial Woods: This project includes a low pressure sewer system to serve the Imperial Woods development off Loxahatchee River Road. The 30% plan review is complete. The consultant is working on the 60% submittal.

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.

Penn Park: A PBC neighborhood repaving project. Paving has been postponed to allow the District to inspect their gravity system and perform any improvements prior to paving. Staff are coordinating with contractors for TV inspections of the gravity system this month.

Elsa Rd. Drainage Improvements: This is a Town of Jupiter project to provide drainage improvements in the development off Elsa Rd.

Construction Department

Emergency Work in Lift Station 065 and Lift Station 054 Collection Systems: Staff have worked on several emergency jobs in these areas over the last month due to main line, service lateral and manhole failures. Lift Station 065 collection system is currently having the main lines lined and is scheduled to have the service laterals lined in 2019. Upon completion of this work we expect emergency repairs in this area to cease.

Lift Station 054 collection system is on the list for TV inspection in 2019 and is expected to fall in the lining schedule in 2020 if the recent repairs are a good indication of the remaining system condition.

Collections/Reuse Department



Above pictures depict:

A new 24" intake screen was installed in Lake # 1 for IQ # 512. The screen was installed by a team of divers. The new screen incorporates a design similar to that used at IQ # 511 with the intake elevated off the lake bed and should prevent fouling of the screen by vegetation.

Below pictures depict:

A 335HP submersible pump had a 20,000 hour rebuild completed. The rebuilt pump will go into the warehouse as a spare for installation at IQ 511 when needed due to preventative maintenance schedules or failure of in service pumps.



Below pictures depict:

Staff replaced a valve actuator at IQ 518. This actuator is controlled by differential pressure across the strainer and initiates a backwash cycle when the differential pressure reaches a predetermined set point.



Sanitary Sewer Overflows

We had three sanitary sewer overflows this month. All three were in the low pressure system and related to construction sites.

One overflow was at a home construction site and we believe caused by equipment operating in the area. We are looking at our procedures when a “cut and cap” is performed at a construction site and believe closing the service isolation valve, not just the service box valve, would have prevented one of the overflows.

Another overflow had to do with protecting our infrastructure in the right of way. An isolation valve was driven over due to construction in the area and a fitting broke at the service lateral connection to the low pressure force main. The valve was in the right of way adjacent to the road and did not have a concrete collar on the valve box. Current standards require concrete collars to prevent this exact failure from occurring. The main and connection were repaired and a concrete collar poured around the valve box for protection.

The final overflow was caused by a contractor doing an excavation. This is a recurring cause of sanitary sewer overflows and very frustrating to us. While we are constantly improving our procedures this is one cause we have not come up with a solution for yet.

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: Albrey Arrington, Ph.D., Executive Director

FROM: Tony Campbell, Director of Operations

DATE: August 6, 2018

SUBJECT: Operations Department Monthly – Report for July 2018

Treatment Plant Division

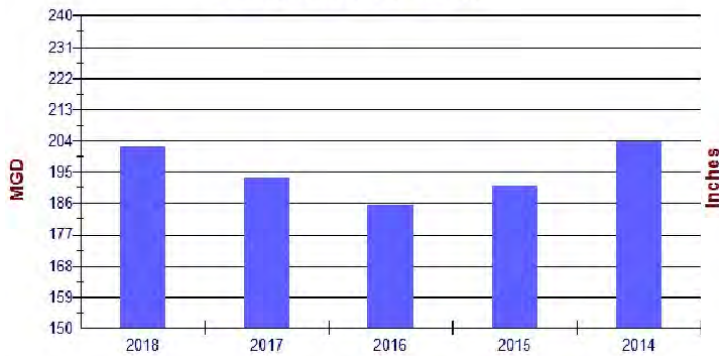
Values:

In the month of July, Operations experienced an unexpected job vacancy of our current Safety and Compliance Officer. The Safety and Compliance Officer, like many other positions at the District, plays a vital role in the successful operation of our facility. A ripple effect would be felt throughout the entire LRD staff if this position was left vacant for any length of time. Fortunately, the District's Human Resources Generalist posted the job opening internally the same day and volunteered to step in as interim Safety and Compliance Officer until the position is filled. Some of the current items he's working on is setting up a safety audit to improve the effectiveness of safety, gas detector setup and calibration for staff, setting up confined space entry permits, the continuation of Safety training in all departments and distribution of all safety equipment to District staff. This is a great example of **Safety** and **Spirit of Service to Our Community and the Environment**; two of the District's core values that have been adopted by the Operations team.



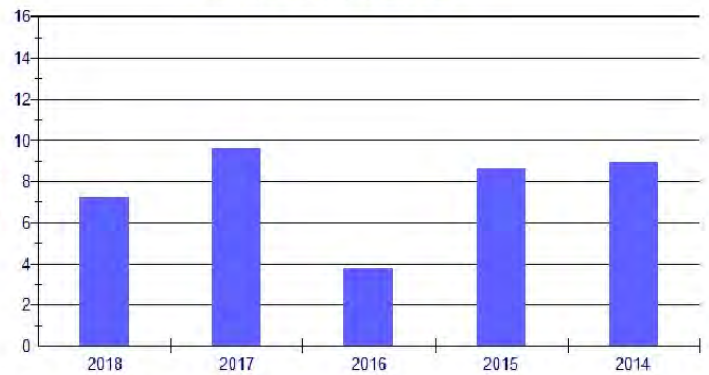
We have had another great month of no permit exceedances.

Current Month Total Flow



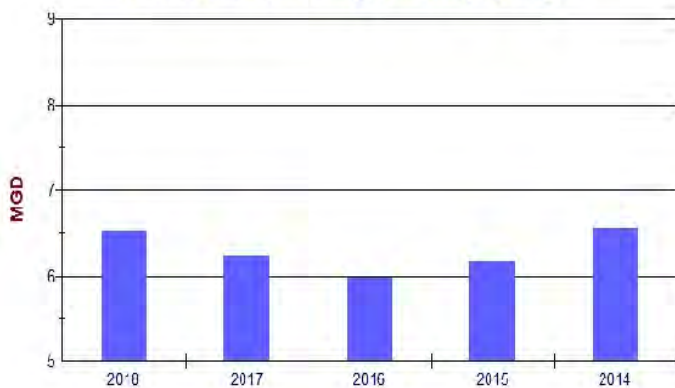
The plant total flow for the month of July was 202.19 million gallons.

Current Month Rain Fall



7.21 inches of rainfall was recorded at the plant site during the month of July.

Current Month Incoming Flow Daily Average



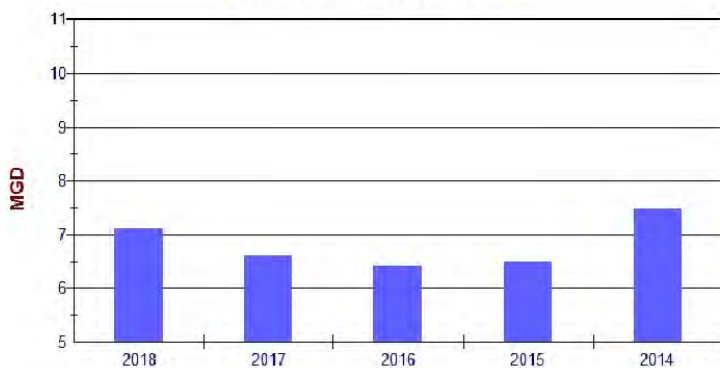
The treatment plant incoming flow for the month of July averaged 6.52 MGD compared to 6.23 MGD one year ago, for the same month.

Current Month Peak Hour Flow



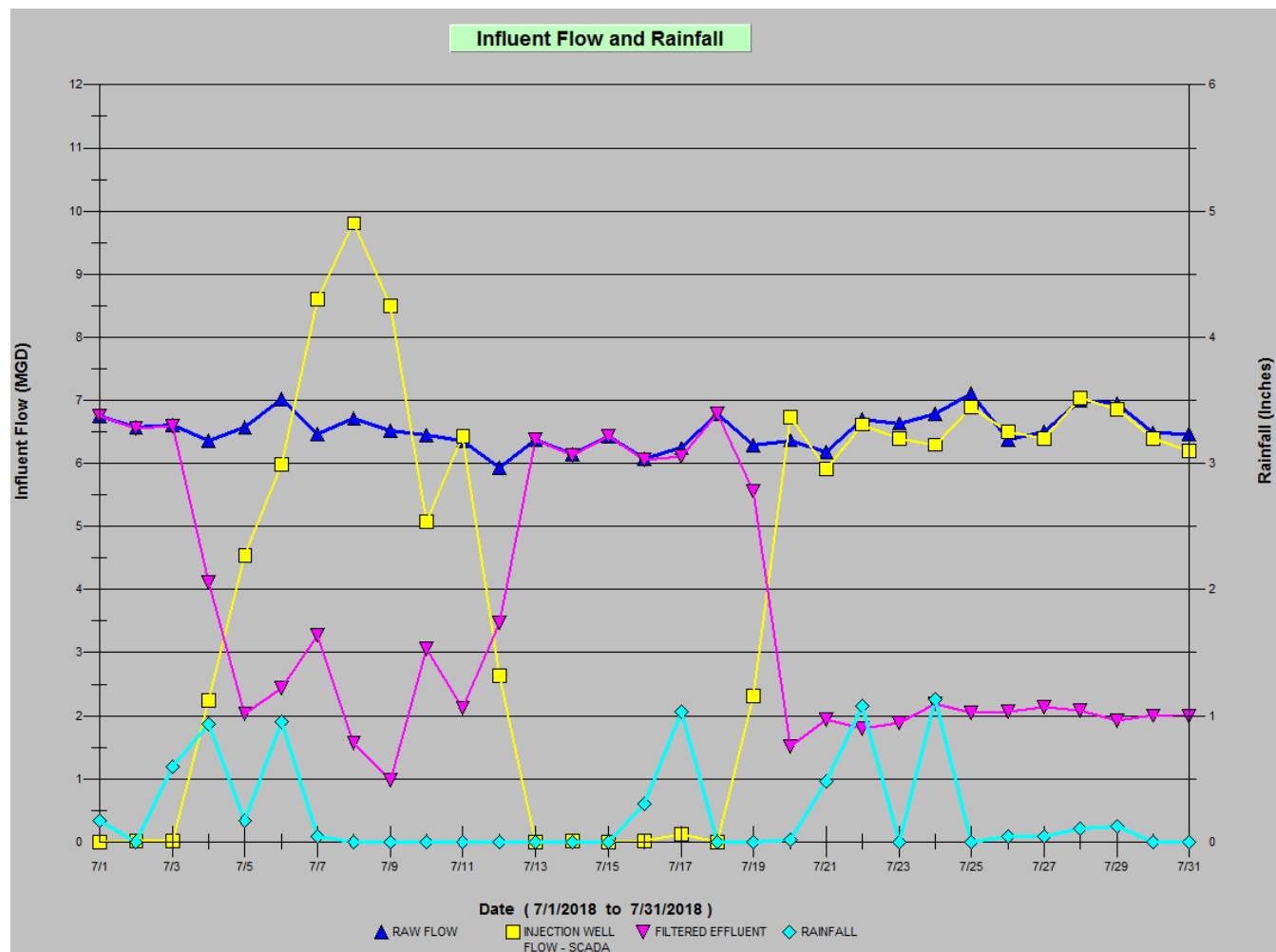
The peak hourly flow rate in July was 12.95 MGD.

Current Month Peak Flow



The greatest single day average flow in July was 7.11 MGD.

For the month of July, the plant received 202.19 MG of influent flow of which 110.48 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. We received 7.21 inches of rain during the month and 134.58 million gallons of blended effluent was diverted to the Injection Well. Overall, 54.64% of incoming flows was recycled for IQ use and the plant delivered 121.88 million gallons of IQ water to the Reuse customers.



Year to date, the plant recycled 65.13% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 1,051.21 million gallons.

All required monthly reporting has been submitted on time.

Treatment Plant:



Operators just finished up installing a new air release valve on the effluent piping of Filter Pump Station #2. These air release valves are commonly seen around the plant and they play a crucial role in pressurized piping systems. Air that is trapped in a pipeline will naturally rise and collect at high points within the system. This trapped air can cause pump failures, corrosion, flow issues, and water hammer or pressure surges. Unnecessary air in the pipeline also makes the pump work harder, resulting in additional energy consumption. An air release valve continually releases excess air out of the system, resulting in smooth and efficient operation.

We have had another great month of no permit exceedances

Maintenance Department:



Above:

A photo of a deteriorated vacuum box that was removed from our older vac-con truck. Our vac-con trucks play an extremely important role in maintaining our collection system and keeping them in good working order is one of the many tasks our maintenance department owns. The vac-con truck has multiple uses, along with being part of our advanced sewer cleaning equipment it also is used for vacuum excavation and a means of safely cleaning our collection system.

Below:

The fabrication of new vacuum box is nearing completion, with all the components custom made in our state-of-the-art maintenance shop. A part like this would have taken weeks to get from a supplier along with a steep cost. Both cost and equipment down time was avoided by our in-house fabrication.



Below:

Completed project after new box was installed.



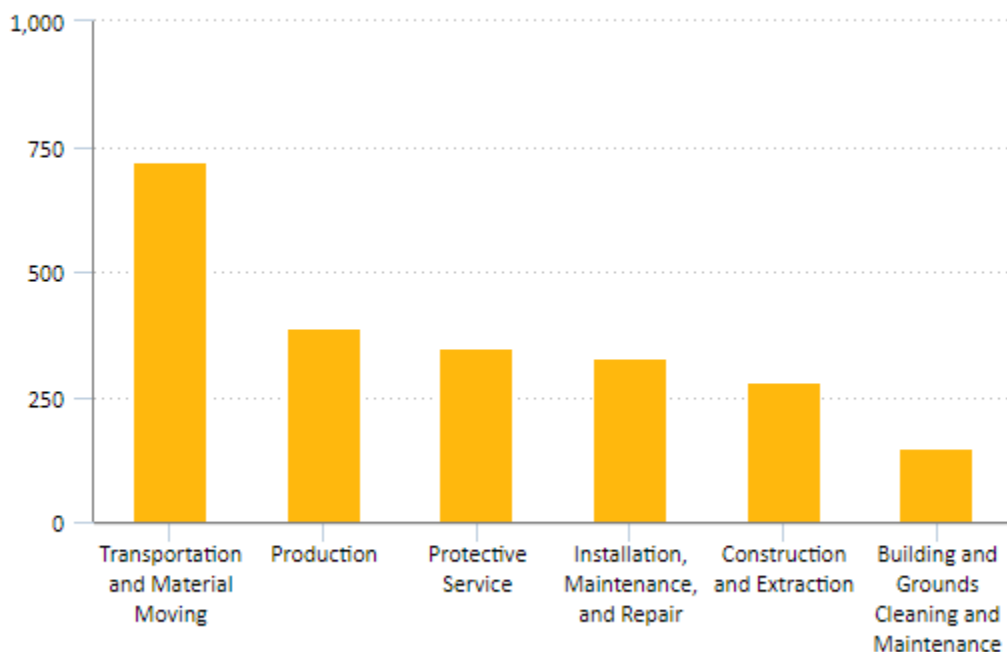
Safety / Compliance

SAFETY TRAINING: Safety training for the month of July reviewed “Working in Hot Conditions”. The four-main heat related illnesses are Heat rash, Heat cramps, Heat exhaustion, and the most serious is Heat stroke, and this training went over the symptoms and how to administer first aid if a heat related illness were to occur

In the workplace. In 2015 heat exposure contributed to 37 work-related deaths and 2,830 nonfatal occupational injuries and illnesses. Nearly 90 percent (33) of the deaths occurred from June through September (BLS 2017).

OSHA has developed a campaign called, Water. Rest. Shade., to keep workers safe while working in the heat. Some helpful tips from the campaign are; to drink water every 15 minutes, take rest breaks in the shade, wear a hat shade and light-colored clothing, and monitor co-workers for any signs of problems. These statistics and the Florida heat and humidity are a few of the many examples this training is imperative to District Staff to review on a frequent basis.

Nonfatal occupational injuries and illnesses caused by exposure to environmental heat, selected occupations, 2015



Click legend items to change data display. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.



Bureau of Labor Statistics, U.S. Department of Labor, *The Economics Daily*, Work injuries in the heat in 2015 on the Internet at <https://www.bls.gov/opub/ted/2017/work-injuries-in-the-heat-in-2015.htm> (visited August 06, 2018).

For the Month of **July**, the District had **One (1)** OSHA recordable injury.

For the Month of **July**, the District had **ZERO** lost time to report.

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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: August 9, 2018
SUBJECT: Monthly Governing Board Update for July 2018

WildPine Ecological Laboratory

Riverkeeper Project

District and Town of Jupiter Staff collected water quality samples from 26 monitoring stations in July. Fecal indicator bacteria conditions improved compared to June, but some nutrient concentrations were slightly worse overall in July when compared to the State and Federal Numeric Nutrient Criteria (NNC) water quality standards.

In July, the proportion of stations with “poor” water quality for fecal coliform bacteria throughout the watershed decreased from 26% in June to 12% (3 out of 26) in July (based on DEP’s threshold of 800 MPN/100 mL). Mean fecal bacteria concentrations for all sites was 318 MPN/100 mL, down from 937 MPN/100 mL in June. The highest concentration of fecal coliforms (1,850 MPN/100 mL) was at Station 735 in Sims Creek. The enterococci counts improved this month in the brackish and marine segments of the river at 60% “poor”, down from 100% in June. Mean enterococci bacteria concentrations for all sites was 338 MPN/100 mL, down from 1,513 MPN/100 mL in June. The highest concentration of enterococci (1,153 MPN/100 mL) was at the CALC site in Jones Creek.

Total Nitrogen (TN) was generally “good” again, with 88% (23 out of 26) of the stations below the NNC for each river segment. The maximum TN concentration was 1.5 mg/L at CALC in Jones Creek. The average TN for all sites was once again 1.0 mg/L.

Chlorophyll concentrations worsened in July. When compared to the stringent NNC for each river segment, 46% (12 out of 26) of our stations sampled were considered “poor” for chlorophyll in July, up from 19% in June. The highest concentration was 21.8 µg/L at the CALC site in Jones Creek. The average for all sites was 7.3 µg/L. In early July we had some reports of visible algae in one of the dead-end canals off center street. These observations are not surprising given the heavy rainfall and warm temperatures.

Total Phosphorus (TP) concentrations were less desirable relative to the NNC. In July 62% (16 out of 26) of our stations monitored for TP were “poor”, up from 50% in June. The maximum TP concentration was 0.17 mg/L at the CALC site in Jones Creek. The average TP for all sites was 0.08 mg/L.

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

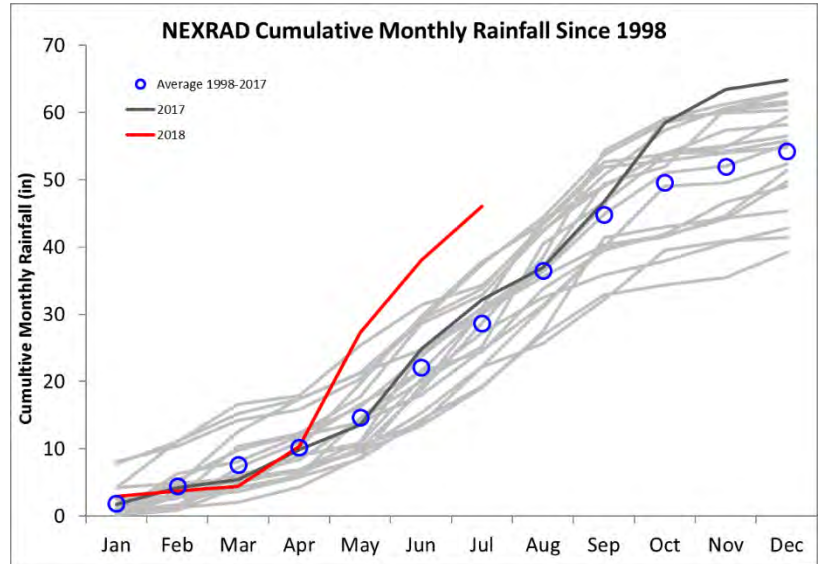
Hydrologic Monitoring

The unusually wet wet-season continued in July with a monthly rainfall total of 8.0", moderately higher than the historical monthly average of 6.6". Year to date (Jan-Jul) cumulative rainfall for 2018 is 46.1", 60% higher than the twenty-year average of 28.7". Rainfall was recorded 27 days during June, with the largest single daily rainfall of 1.3" occurring on July 22. The greatest amount of rain fell primarily on two regions of the watershed; the north-western region which includes the Hungryland Conservation Area and the east-central region which covers the central embayment portion of the Loxahatchee River estuary and urban Jupiter. These regions experienced between 8 to 12" of total rainfall for the month. Jonathan Dickinson State Park and portions of Juno experienced the least amount of rainfall. Last month we noted that the observed rainfall total over the previous 12 month period was highest for any 12 month period of record during the past twenty years. That trend continues this month with a new rainfall benchmark of 78.8" during the 12-month period from August 2017 through July 2018. The 20-year average for the July to August 12-month period is 53.8".

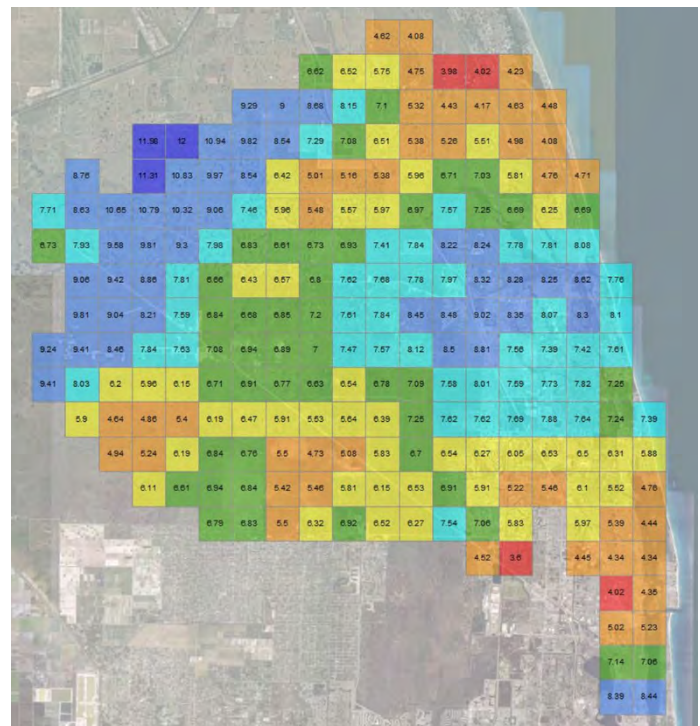
This increased rainfall is reflected in unusually high river flows measured at both Lainhart Dam and S-46 flood control structure, with peak flows of 464 cfs and 791 cfs respectively. Both peaks occurred on July 1 and has been on a gradual decreasing trend throughout the month. Note that since the repairs made to the Lainhart Dam higher flows can now be measured and accounted for. Previously, water bypassed the weir structure making flow readings less reliable once flow approached 350 cfs. There was flow at S-46 for 23 days during July, but from July 6-9 no flow data were available. Continued low salinity measured at Station 72 suggests that flow was indeed occurring during this time.

To mitigate high flows measured at Lainhart Dam at the beginning of July, water was diverted (negative flow) back into the C-18 through the G-92 structure on July 1-2 at a rate of 241 and 100 cfs respectively.

River flows in addition to urban rainwater runoff continue to impact salinity at downstream portions of the estuary (figure below). Continued flow through the S-46 flood control structure lowered salinity to Information Services

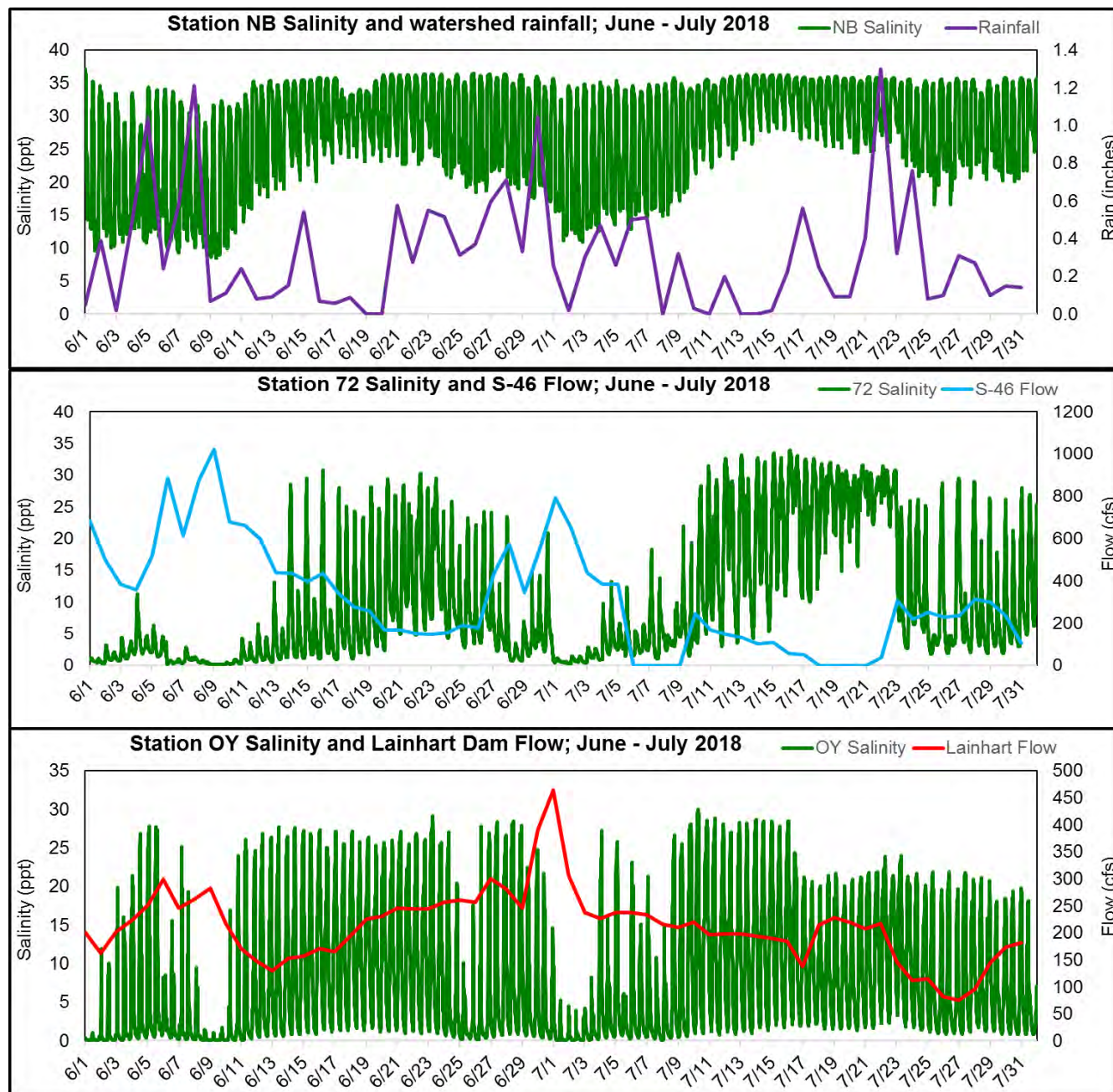


Cumulative annual rainfall using NEXRAD radar-based data. Red line indicates current 2018 cumulative rainfall total. Blue circles indicate mean accumulative rainfall since 1998. (2017 indicated as dark gray line).



Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

less than 5ppt at beginning of July at Station 72, but as flows decreased throughout the month, salinity started increasing until the rain event on July 22 which increased flows and decreased salinity again. The sharp rise in flow at Lainhart Dam had an observable impact on salinity measured at the downstream OY datasonde site adjacent to the oyster habitats. Maximum daily salinity dropped below 5ppt for two days. However, once flow was reduced, salinity returned to more typical values for this site and time of year.



Figures above shows relationship between rainfall (purple), river flows measured at S-46 (blue) and Lainhart Dam (red) structures and salinity for the months of June and July. Salinity is measured at these sites due to their proximity to downstream habitats such as Oysters (72 and OY) and seagrasses (NB).

Oyster Settlement Monitoring

Oyster settlement monitoring for July is complete and shows another year of unusually high oyster settlement activity in both river forks, relative to historical observations. Mean spat in the Northwest Fork was 5,817 spat m². However, there was large disparity between the two sites in that the downstream site accounted for 95% of all spat observed in the NWF with a mean density of 11,063 spat m². Compared to 570 spat m² at the upstream site. Mean spat density in the Southwest Fork (SWF) was 3,859 spat m² with a near even distribution between the upstream and downstream sites with 4,042 and 3,677 spat m² respectively. Mean spat abundance in both river forks was above the average expected for this time of year. However, spat in the NWF was far below the record-setting spat observed this month in 2017 (11,745 spat m²) while spat abundance in the SWF was very nearly the same as one year ago (3,677 spat m²). These

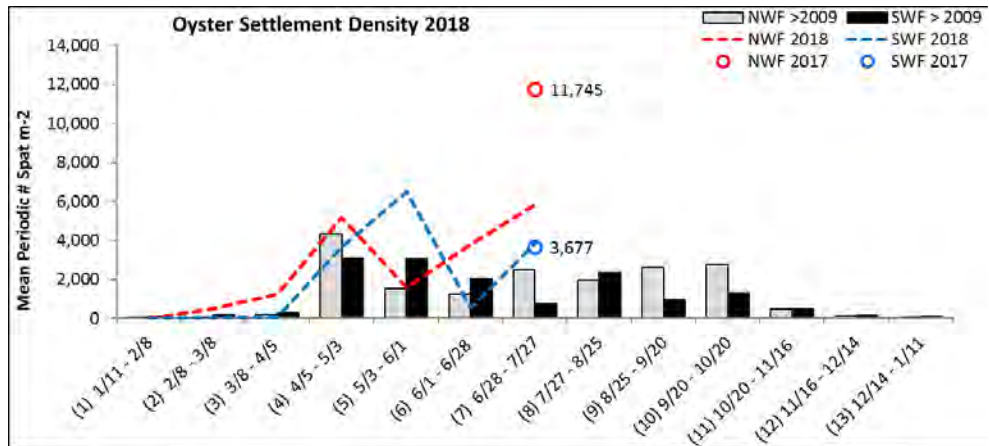


Figure shows result of most recent oyster spat settlement in the NWF and SWF (dashed red and blue lines respectively) compared to historical means since 2009 (gray and black bars) and density from same period of 2017 (red and blue circle).

data suggest salinity may also influence oyster spawning. This contrasts with the scientific literature that indicates temperature is the primary factor driving oyster spawning. We intend to explore this possible relationship more.

Seagrass Monitoring and Mapping

The summer estuary-wide seagrass monitoring and mapping project continues. This project involves revisiting 668 individual points in the river and deploying 9m² collapsable quadrats to document seagrass presence. When overlaid on the previous 2007, 2010, and 2014 mapping projects (where presence or absence of seagrass has been documented), we will have the ability to compare the current 2018 data to historical data, and gauge changes in overall distribution and composition of seagrass in the Loxahatchee River. To date, lab staff has completed 344 of the 668 points, or 52%, which cover the region east of the railroad bridge, central embayment, recently, into the southwest fork.



Map of seagrass sampling points for estuary-wide seagrass mapping project for summer 2018. The lab staff plans to revisit 668 individual points randomly selected from previously established points. Each study point represents 9 square meters. Red dots indicate region sampled this summer.

New Intern

Kristene Bonilla has joined the WildPine Lab as new intern. She recently graduated from Harriet L. Wilkes Honors College with her Bachelor of Science in Marine Biology. She hopes to pursue a career in cephalopod research. “Working at the lab has been such a wonderful opportunity, I am learning many new skills and have been working with some incredible people. I also found a new passion through maintaining our local ecosystem’s water quality. It’s fascinating and I feel like I’m making a difference.” Pictured on the right, Kristene is preparing the Riverkeeper water quality sample bottles.



Volunteer Water Quality Monitoring Program



The Volunteer Water Quality grade improved substantially to a solid “B” in July. All of the sites scored in the “A” and “B” range. The lower scores were driven by low salinities, pH, dissolved oxygen and clarity brought about by the increased freshwater flows and higher water temperatures.

Table: Volunteer Score. Colored cells show Dark (High) to Light (Low) results. Results are compared to historical values specific to each site to determine an overall score and final grade. Color is based on an average monthly score based on results of either a 1 or 2 (“1” =normal; “2” =abnormal). Secchi is visible to bottom (depth in meters).

Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	83.7	VAB	30.2	8.2	6.2	95.0	1.0	VAB	Good	Good	Fair	Good	Good	90.0	A
LR22V	82.4	1.5	32.0	8.2	4.9	74.8	1.0	Good	Good	Good	Fair	Fair	Good	83.3	B
LR30V	83.6	1.3	23.3	7.7	5.9	86.4	1.0	Good	Fair	Fair	Good	Good	Good	80.6	B
LR52V	75.9	1.5		7.7	5.9	70.6	1.0	Good		Fair	Good	Good	Good	90.0	A
LR52.5V	84.2	0.6	14.5	7.8	5.3	76.1	1.3	Good	Fair	Good	Good	Good	Good	81.3	B
LR62V	79.7	0.7	2.5	7.1	4.0	50.9	1.0	Fair	Good	Fair	Good	Good	Good	83.3	B
LR107V	80.6	VAB	0.0	7.0	4.7	58.5	1.0	VAB	Fair	Good	Good	Good	Good	90.0	A
Average	81.4													85.5	B

scale: 0=poo 2=fair 4=good

VAB (Visible at Bottom)
DO (Dissolved Oxygen)

Customer Service

Payment Processing

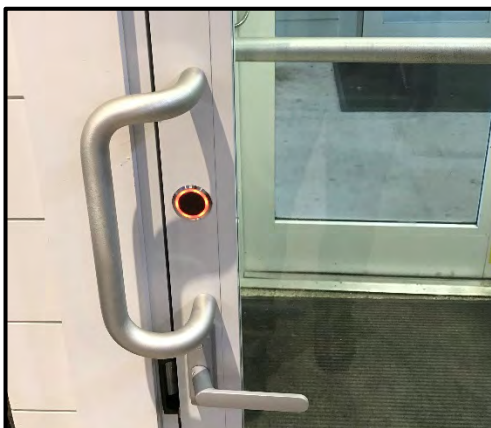
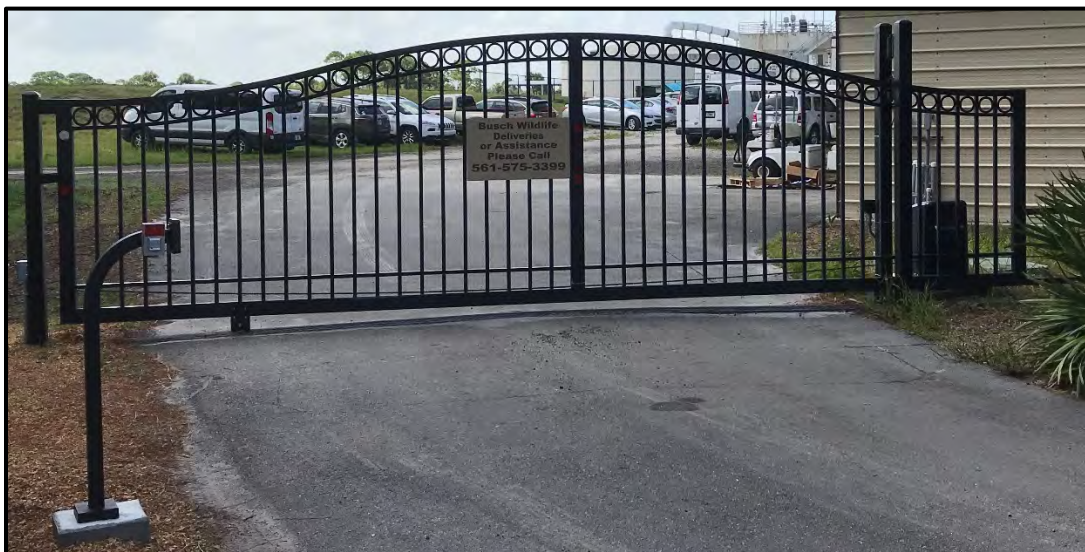
Third Quarter bills were sent on July 11 and staff have been busy processing over 11,400 payments totaling nearly \$1.9M. Curiously, we received 20 percent more payments the first month of the quarter in July and October compared to January and April. 3rd Quarter bills are due August 15.

Delinquent Accounts

Staff mailed 83 of the District's Seriously Delinquent notification letters. Following the unusually high number of seriously delinquent notifications last quarter (126 in April) many of those customers satisfied their accounts, or entered into a payment agreement, so this quarters lien processing counts are more similar to the historical average.

Information Technology

In July the IT and Maintenance teams completed several important access control projects including the new gate for the Busch Wildlife employee parking lot and door access control to the Operations Control Room. Access is now provided to those with appropriate key card credentials.




Loxahatchee River Environmental Center

August 2018

River Center Summary Statistics



LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

	Total Visitors	School & Camp Visitors	RC Offsite Programs	RC Onsite Programs	RC Staff Guest Appearances	Program Cancellations	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Assessment	Environmental Stewardship	Expenses	Program Revenue
Benchmark / Customer Expectation	% of Target	% of Target	% of Target	% of Target	% of Target	% of programs	% of Target	% of Target	Rating Average	Rating Average	Positive Responses	% within budget	% of Target
Green Level	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	< 5%	≥ 90%	≥ 90%	≥ 4	≥ 4	≥ 90%	≥ 85% but ≤ 105%	≥ 90%
Yellow	≥ 75%	≥ 75%	≥ 75%	≥ 75%	≥ 75%	< 10%	≥ 75%	≥ 75%	≥ 3	≥ 3	≥ 80%	≥ 80%	≥ 75%
Red	< 75%	< 75%	< 75%	< 75%	< 75%	> 10%	< 75%	< 75%	< 3	< 3	< 80%	< 80% or > 105%	< 75%
2016 Baseline	100%	104%	51%	110%	155%		103%	27%	N/A	N/A	N/A	111%	124%
2017 July	99%	95%	142%	119%	161%	0%	108%	46%	5.0	N/A	N/A	105%	127%
Aug	87%	43%	89%	80%	80%	11%	120%	50%	4.9	N/A	N/A	103%	191%
Sept	71%	96%	96%	90%	0%	0%	62%	48%	4.9	N/A	N/A	103%	107%
Oct	103%	107%	90%	156%	304%	8%	79%	113%	4.7	N/A	N/A	98%	104%
Nov	139%	145%	1120%	265%	600%	13%	67%	92%	N/A	N/A	N/A	93%	100%
Dec	126%	113%	150%	125%	18%	0%	117%	50%	5.0	4.0	78%	96%	101%
2018 Jan	121%	78%	117%	122%	15%	11%	233%	98%	4.9	4.2	88%	96%	101%
Feb	118%	133%	169%	155%	124%	24%	162%	67%	5.0	4.1	90%	85%	87%
Mar	104%	83%	263%	143%	186%	0%	79%	46%	4.7	3.9	93%	93%	75%
Apr	89%	66%	227%	113%	480%	42%	205%	84%	4.2	4.0	88%	91%	49%
May	139%	81%	120%	282%	0%	9%	287%	54%	4.8	3.6	97%	83%	41%
June	100%	113%	642%	108%	0%	0%	95%	79%	5.0	3.9	99%	87%	86%
July	102%	90%	202%	114%	0%	0%	144%	78%	4.8	3.9	98%	91%	78%
Consecutive Months at Green	3	2	13	11	0	2	4	0	8	0	3	2	0
Metric Owner	O'Neill	Harris	Harris/Duggan	Harris/Duggan	Duggan	Harris	Harris	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
RC Guest Appearances	River Center did not have any outreach opportunities scheduled this month.
1st time Visitors	We have retrained volunteers but are still seeing low numbers. Options: 1) we really do have fewer 1st time visitors and we need to reach out more; or 2) our targets may be adjusted too high
Revenue	Unsure why our revenues are low. Programs have been full and we haven't had cancellations. It is possible that we overestimated when trying to combine the budgets.

River Center General

Comments from the ERM Foundation about the 2018 Girl Scout Programs.

- Sent on July 26, 2018: The photos and survey responses always make me smile and reaffirm that we are indeed making a difference one small grant at a time. Thank you for making it all happen!
- Sent on January 15, 2018 (regarding the December 2017 Fish Like a Girl workshop): Good morning and thanks for your report. Always inspiring And hats off to the girls for their good spirits in the rain!!

Lecture Series

River Center Lecture Series: On Friday, August 3rd the River Center hosted our monthly lecture series. This month we welcomed the "Snail Lady of Palm Beach County" Mindy Saltzman. Mindy discussed her exciting background in



growing Florida Apple snails and her partnerships with local natural areas. Mindy was a lively and entertaining speaker and we hope to have her back again in the future. We had 40 participants at this lecture.

Special Programs

Intro to Kayaking Course

On Tuesday, July 3rd the River Center hosted our Intro to Kayaking course. Participants in these workshops had the opportunity to practice basic kayak strokes, learn safety tips and demonstrate how to be a proficient paddler on the water. Our courses are conducted by one of our River Center Level 2 Kayak instructors and are great opportunities to becoming a better paddler. We had 7 participants in this workshop.



Seine and Dip Estuary Exploration

Families joined River Center environmental educators on July 6th for exploration and fun during July's Family Seine Expeditions at Blowing Rocks Preserve. Participants got some relief from the heat in the cool water while River Center educators guided guests on a seining and dip netting through the seagrass. Urchins, conchs, and giant Bahamian Sea Stars are just a few of the animals that participants experienced up close and personal during our morning adventure! Educators welcomed over 45 adults

and children to this event and the River Center would like to thank the Blowing Rocks staff for their continued support. We are looking forward to partnering with them in the future.

Old School Science Fun Day

On Saturday, July 7th the River Center hosted "Old School Science Day" as part of the Independence Day week of summer fun activities. This family event included multiple self-guided experiments and brain teasers. There was a water theme with various experiments teaching about buoyancy, density, surface tension, and all the cool properties of water. This event was very successful with over 200 visitors over the course of the day.



Little Otters Family Fun Program

On Saturday, July 21st the River Center hosted its July Little Otters Family Fun program with twelve participants with children ranging from 3 to 6 years of age. Children participated in story time, held critters from the touch tank, and got the chance to feed Igor the Pacu and the turtles in our Wild and Scenic aquarium. Afterwards families then went to explore the mangroves with a seine and dip netting experience. Kids caught fiddler, hermit, and mud crabs, shrimp, snails, and fish. The Little Otter programs have been full throughout the summer

and we are very happy with the success of this fun program.

Jr. Angler Fishing Tournament and Fish Fry

Returning for its fifth year, our Jr. Angler Fishing tournament was a great success this summer. We had 58 anglers participate this summer for our 6-week competition. The young anglers were hooked, and the competition exceeded our expectations again this year. We are thrilled to report that the tournament more than achieved its goal of helping contestants to explore the diversity of local fisheries and learn more about the area's unique aquatic habitats, all while honing their fishing skills. The tournament lasted six weeks and participants reeled in over 4,786 fish! In hopes of accommodating all interested participants, both fresh and salt water photo submissions were accepted. Some kids enjoyed fishing from the lake in their backyard for a trophy bass, while others preferred heading offshore in hopes of reeling in snappers. It was important for our tournament to cater to each angler's preferences. The excitement of the tournament culminated in a family fish fry at the River Center on July 20th, where the winners were announced, and prizes awarded. After collaborative efforts from our ever-growing list of sponsors and partners, we are proud to announce that the completion of our fifth Jr. Angler Tournament was just as successful as the first. With such tremendous turnout and interest in the tournament, the River Center hopes to continue building on this accomplishment. We are already looking forward to next year's competitive and educational summer adventure.

Family Fishing Clinic

This month we had the chance to offer two family fishing clinics at the River Center on Wednesday, July 4th and Saturday, July 28th. We had twenty-one children and twenty of their parents spend the morning learning how to tie knots, de-hook a fish, cast and reel in a fish, regulations for Florida, and how to identify common species in our local areas. Ages ranged between 4-12 and after the fishing lessons, families went down to the docks of Burt Reynolds Park to try their luck at fishing. Kids caught pufferfish, snappers, catfish, grunts, and sandperch throughout the morning and were able to go home with



Jr. Angler Fishing Tournament 2018

A hearty congratulation goes out to the grand prize winner, Jr. Angler Calleigh Walters who managed to reel in and photograph more than 600 fish and caught 85 different species!



goody bags of new equipment, literature, and fish ID books. The River Center would like to thank Florida Fish and Wildlife Conservation Commission as a continued sponsor providing equipment and supplies for these fishing clinics.

Sandbar and Sea Shell Family Boat Trip

On Wednesday, July 11th the River Center hosted its first Sandbar and Sea Shells Family Boat Tour. We worked with Aqua Adventures to provide a boating experience geared towards families. We wanted to shorten the tours to two hours, provide the opportunity to get out of the boat and get in the water in the central embayment. We even got to open the throttle for a bit of excitement and adventure. This first trip we had five kids and two mothers onboard to snorkel at Bird Island, seine and dip net on the sandbar, and boat around the lighthouse. This was the perfect experience to get families out on the water that might not otherwise get to.



Aquatic Adventure Summer Camp

The River Center's summer camps have been having ton of fun out on the water snorkeling, seining, kayaking, paddle boarding, boating, and exploring. In July we held one week each of our Nature Navigators, River Trekkers, and Middle School Snorkel Camp with forty-seven campers and nine high school counselors participate.

For the second year, we held the High School Community Serve Camp. Once again it was a very special week. This was an amazing and rewarding opportunity for teens ages 14-17 to give back to our community by volunteering their time and skills for local non-profit, county, and state agencies. Participants can earn up to 40 hours of community service toward high school graduation and college applications/scholarships. We visited John D. MacArthur Beach State Park, Coral Cove Park, Burt Reynolds Park, Jupiter Inlet Lighthouse Outstanding Natural Area, The Nature Conservancy at Blowing Rocks Preserve, and Riverbend Park conducting exotic plant removal, planting and trimming projects, lagoon and shoreline cleanups.



Campers also got the opportunity to participate in some research projects such as snorkeling fish counts, estuary species diversity and abundance studies, and plant identification. We took a trip with Aqua Adventures up the Indian River Lagoon and into the Loxahatchee River central embayment to conduct a seagrass survey and water quality testing with David Porter of the WildPine Lab. On Friday we kayaked along the Wild and Scenic portion of the Loxahatchee River and held a friends and family parent presentation. These fourteen students worked incredibly hard, met professionals in the field, gained knowledge and experience, and made new friendships. These volunteers earned a combined total of 536 hours of community service! This program could not be possible without the partnership and support of community organizations.

Outreach

No Outreach Events this month

Volunteer of the Month – James Allen

This month the River Center would like to honor James Allen as our Volunteer of the Month. Jimmy started volunteering this summer and has quickly become a driving force in the day to day operations at the River Center. Jimmy is a student at Suncoast High School and has earned 56 hours of community service throughout June and July. He is a lead touch tank docent and animal care specialist as well as helping with story time and fish feeding. Jimmy is a natural with children and has received numerous compliments and praises from visitors young and old. We are excited to have Jimmy as part of our team. We appreciate all of his hard work and dedication and look forward what the school year brings.

Upcoming River Center Events

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.org or 561-743-7123

September 7, 12 pm – 1 pm: Lecture: Our September lecture will feature Chelsea Bennice, a PhD candidate in FAU's doctoral program in Integrative Biology. Her lecture will feature her cutting edge research on two local South Florida octopus species.

September 8, 10:00am – 12:30 pm: Exploring Archery: Join the River Center for our introductory archery workshop! Learn about the complex history of archery, uses, safety and basic skills. All equipment will be provided but interested participants should bring comfortable clothing, closed toed shoes, water and sunscreen.

September 15, 8am – 4pm: Boating Safely Class: The River Center continues to collaborate with the US Coast Guard Auxiliary "Flotilla 52" to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. There is no cost for this class, however there is a deposit required to reserve a seat. The deposit of \$10 will be refunded in full to all students who complete the class. Recommended for children 12 years and up.

September 15, 8:00am – 11:00 am: International Coastal Cleanup: The River Center is participating in the International Coastal Cleanup at Coral Cove Park, which is a global cleanup that mobilizes hundreds of thousands of people to take action for our ocean. It is the world's largest volunteer beach cleanup and we are hoping to draw a large crowd this year to help us keep Palm Beach County beautiful.

September 22, 9:00 am – 4:00 pm: Project WILD Train the Trainer Workshop: Project WILD is designed to help educators teach about wildlife and the environmental through engaging, hands-on educational activities, incorporating all subjects, from math to music. This training is for educators who have participated in two or more Project WILD workshops and would like to take things to the next level and lead a workshop themselves! The Train the Trainer workshop will be held on Saturday, September 22nd at the River Center in partnership with the River Center, Florida Fish and Wildlife Conservation Commission, and Florida Youth Conservation Centers Network.

September 28, 6:00 pm – 8:00 pm: Photography Contest: The River Center is proud to announce the return of the Loxahatchee River Amateur Photography Contest. This competition is open to all amateur photographers and contains three categories of competition: Fauna, Flora, and Human Interaction. Photos submissions for the contest will begin August 13th until September 18th.

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: Governing Board

FROM: Administration Staff

DATE: August 9, 2018

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>
Smith, Gaskill & Shenkman, PA	\$9,105.63	\$103,208.34
Arcadis		\$40,201.93
Hazen	\$28,701.96	\$352,422.63
Holtz	\$23,682.85	\$129,427.53
Mathews	\$21,229.62	\$172,895.11

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' invoices.

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Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

Future Business



Neighborhood Sewering:

Preliminary Assessment-Turtle Creek Subsystem 2

Preliminary Assessment-Turtle Creek Subsystem 3

Final Assessment-Chippewa Street

Final Assessment-8th Street

Final Assessment-120+140 Ocean Drive

Final Assessment-96 Pine Hill Trail E

Island Country Estates Engineering Contract Award

Other:

Final Budget FY 2019

Alternate A1A Force Main Extension Contract

Jupiter Ocean & Racquet Club Force Main Rehab Contract

Penn Park Gravity System Lining Contracts

Lift Stations 70 & 71 Permanent Emergency Generator Installation

Annual Contracts

Audit Services Contract