

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

AGENDA REGULAR MEETING #15-2019 OCTOBER 17, 2019 – 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 11**
 - B. Loxahatchee River District Dashboard **Page 12**
5. Consent Agenda (see next page) **Page 13**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Employee Health Insurance **Page 50**
 - C. DEP Grant Agreement **Page 53**
 - D. Loxahatchee River Reasonable Assurance Plan **Page 81**
 - E. Personnel Policies & Procedures **Page 83**
 - F. Granite Inliner-Lift Stations 57, 58 and Brentwood/Weldwood Gravity Main Lining Contract **Pg 90**
 - G. Baxter & Woodman Continuing Contract Extension **Page 100**
 - H. Holtz Continuing Contract Extension **Page 102**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 146**
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: October 8, 2019

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Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

5. CONSENT AGENDA

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

- A. Notice of Intent to Assess – Rolling Hills (Resolution #2019-10) **Page 14**
- B. Notice of Intent to Assess – 18205 Gardiner Ln. (Resolution #2019-11) **Page 24**
- C. Island Country Estates Low Pressure Sewer System – to award contract **Page 32**
- D. Lawn & Landscape Maintenance Services – to award contract **Page 36**
- E. Polymer (Polydyne) – to authorize annual purchase order **Page 37**
- F. Biosolids Disposal (Solid Waste Authority) – to authorize annual purchase order **Page 40**
- G. Odor Control (Evoqua) – to authorize renewal **Page 44**
- H. Change Orders – to approve modifications **Page 48**

7. REPORTS

- A. Neighborhood Sewering **Page 104**
- B. Legal Counsel's Report **Page 106**
- C. Engineer's Report **Page 108**
- D. Busch Wildlife Sanctuary **Page 113**
- E. Director's Report **Page 115**

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

MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: October 9, 2019

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of September 19, 2019. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the September 19, 2019 Public Hearing and Regular Meeting as submitted.”

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Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Ref. 12-2019

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
SEPTEMBER 19, 2019

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rostock called the Public Hearing of September 19, 2019 to order at 6:59 P.M.

2. ROLL CALL

The following Board Members were in attendance:

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

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO FINAL BUDGET-FISCAL YEAR 2020.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rostock adjourned the Public Hearing at 7:00 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref: #13-2019

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
SEPTEMBER 19, 2019

1. CALL TO ORDER

Chairman Rostock called the Regular Meeting of September 19, 2019 to order at 7:02 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

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

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

Consultants in attendance were Mr. Muniz and Mr. Bomerito from Hazen & Sawyer, Ms. Marshall from Baxter & Woodman, Ms. Miranda from Holtz Consulting and Mr. Shenkman with Curtis Shenkman, PA.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of August 15, 2019 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the August 15, 2019 Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

No additions or deletions were made.

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Dr. Arrington presented an overview of the District's preparation for Hurricane Dorian.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

"THAT THE GOVERNING BOARD approve the Consent Agenda of September 19, 2019 with the exception of Items 5J and 5K."

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

A. Notice of Intent to Assess – Hobart Street (Resolution #2019-09)

"THAT THE GOVERNING BOARD approve Resolution 2019-09 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the HOBART STREET Assessment Area."

B. Notice of Intent to Assess – Thelma Avenue (Resolution #2019-12)

"THAT THE GOVERNING BOARD approve Resolution 2019-12 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the THELMA AVENUE Assessment Area."

C. Fixed Asset Disposal – to approve disposal

"THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number PE23-1 in the schedule above."

D. General Construction Services – to approve contract renewal

"THAT THE DISTRICT GOVERNING BOARD authorize the executive director to execute an extension of contract ITB#15-005-CTS with Felix Associates of Florida, Inc. to October 15, 2020 with adjustment to unit prices in accordance with a CPI-U increase of 1.8%".

E. Low Pressure Sewer General Construction Services – to award contract

“THAT THE DISTRICT GOVERNING BOARD authorize award of an initial 2 year term to contract ITB # 19-008LPSSGENCONSTR with Lazarus Group, Inc. from October 1, 2019 through September 30, 2021 in an amount not to exceed \$100,000.00.”

F. Bill Printing and Mailing Services (Arista) – to authorize annual purchase order

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a purchase order to Arista Information Systems, Inc. in the amount not-to-exceed \$85,000 for printing, postage and digital archives of the District’s sewer bills for Fiscal Year 2019-2020 according to our agreement dated December 22, 2015.”

G. Chlorine Contract (Piggyback Allied/Tarpon Springs) – to approve contract

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the City of Tarpon Springs Bid # 150124-B-RS and execution of a District purchase order in the amount of \$70,000.00 for the purchase of chlorine from Allied Universal Corporation for the period October 1, 2019 through September 30, 2020.”

H. Home Depot Open Purchase Order – to authorize annual purchase order

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual Open Purchase Order to Home Depot at a total cost not to exceed \$60,000 for maintenance, repair, operating supplies, industrial supplies, and related products, in accordance with the District Procurement Policy.”

I. Fuel Procurement – to approve purchase of bulk fuel

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to purchase bulk diesel and unleaded fuel in quantities not to exceed Diesel No. 2 of 88,000 Gallons and Unleaded Fuel of 1,500 Gallons using the District’s bulk fuel procurement procedure.”

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5J. Girl Scouts of Southeast Florida, Inc. Partnership Agreement – to approve agreement

Dr. Arrington reviewed his memo on the Girl Scout Partnership Agreement.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. for 2019.”

5K. Change Orders – to approve modifications

Dr. Arrington reviewed his memo on the proposed change order for Engineering Services on the Deep Bed Filters.

Mr. Boggie expressed the importance of following established LRD policies and suggested improvement to the monitoring process for change orders of this nature.

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

"THAT THE GOVERNING BOARD authorize Change Order #4 to the Engineering Services Contract with Hazen & Sawyer for the Deep Bed Filters Contract in an amount of \$161,477.90."

B. Clemons St. and Saturn St. Drainage Improvements (S1809) Interlocal with Town of Jupiter

Mr. Dean reviewed his memo on the revised Interlocal Agreement.

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

"THAT THE DISTRICT GOVERNING BOARD AUTHORIZE THE Executive Director to execute the Interlocal Agreement with the Town of Jupiter for the Clemons Street and Saturn Street Drainage Improvements (S1809) in the amount of \$164,751.49."

AND

"THAT THE DISTRICT GOVERNING BOARD AUTHORIZE a contingency for the project of \$10,000.00"

C. Attorney Selection

Dr. Arrington reviewed his memo on the attorney selection. Mr. Rockoff inquired about the rate structure and Mr. Shenkman stated that general services will be handled by his retainer.

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

"THAT THE DISTRICT GOVERNING BOARD confirm selection of Curtis Shenkman, P.A. as LRD General Counsel effective September 1, 2019."

D. Final Budget – Fiscal Year 2020

Dr. Arrington reviewed his memo on the Fiscal Year 2020 Final Budget.

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

"THAT THE GOVERNING BOARD approve Resolution 2019-13 adopting the Loxahatchee River Environmental Control District's annual budget for the 2020 Fiscal Year."

E. Vehicle Purchase – Fiscal Year 2020

Dr. Arrington reviewed the memo for fleet vehicle replacements.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order in the amount of \$252,263.00 for a “piggy-back” to the Coggin’s Auto Florida Sheriffs Association and Association of Counties (FSA&AC) Cooperative Purchasing Program (CPP) contract Number FSA18-VEH16.0, Cab & Chassis Trucks and Heavy Equipment and contract Number FSA18-VEL26.0 Police Rated, Administrative, Utility Vehicles, Trucks and Vans.”

F. Generator Purchase – Fiscal Year 2020

Dr. Arrington reviewed the portable generator purchase memo.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the FSA&AC contract with ACF Standby Systems for 150KW Mobile Generator Package Specification # 77 to purchase portable generators in accordance with ACF proposal in the amount of \$718,880.00.”

7. REPORTS

The following reports stood as written.

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL’S REPORT
- C. ENGINEER’S REPORTS
- D. BUSCH WILDLIFE SANCTUARY
- E. DIRECTOR’S REPORT

8. FUTURE BUSINESS

Dr. Arrington provided a draft agenda for the upcoming joint LRD-Busch Wildlife Sanctuary and reviewed the Future Business.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

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

“That the regular meeting of September 19, 2019 adjourns at 8:33 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

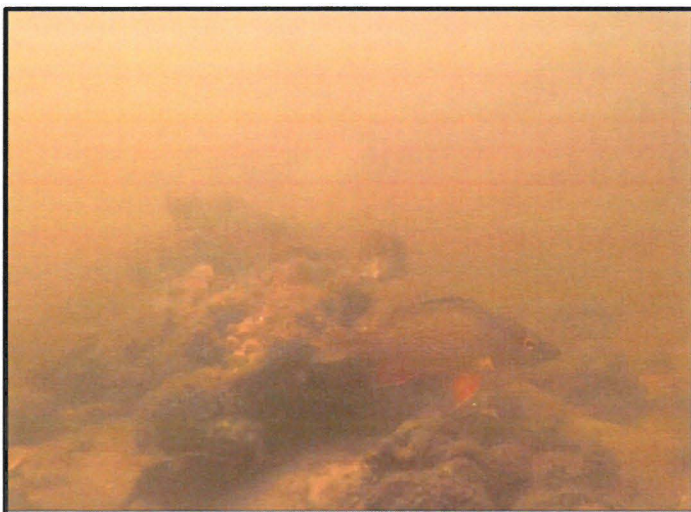
RECORDING SECRETARY

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Loxahatchee River Watershed Status Oyster Restoration Monitoring

In the Summer of 2010 we were fortunate to partner with NOAA and Martin county to construct nearly 6 acres of oyster reef habitat using discarded rock and shell from Palm Beach County's Juno Beach Restoration Project. Following construction we conducted monitoring that documented the remarkable colonization of oysters, crabs, shrimp, fish and other organisms. In 2014, after documenting the maturity of the habitat, we discontinued the monitoring to work on other priorities. In recent discussions with our colleagues studying the oyster restoration projects in Martin County, we all agreed it would be a good time to do a reassessment. At our meeting we will provide a summary of our findings. Spoiler – in general, it is spectacular!



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 (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Employee Safety	Minimum Flow Compliance	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	# Days MFL Violation	%	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	0	min ≥ 20 ‰	90% of sites ≤ 200
Yellow		< 90%	< 8.8	≥ 2	1	1	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥60%	-	1	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	≥ 2	min < 10 ‰	≥ 2 sites > 400
2016 Baseline		2,169	6.7	0	0	1	0	1,063	12	\$ 33,223,653	96%	90%	100%	85%	0	not avail	18	1 > 200
2017 Baseline		104%	6.6	1	0	2	0	1,127	9	\$ 30,425,084	95%	85%	98%	85%	0	not avail	23	1 > 200
2018 Baseline		112%	6.8	1	0	2	0	1,216	8	\$ 33,683,858	99%	85%	95%	56%	0	42	23	1 > 200
2018	Sept	96%	6.3	3	0	5	0	1,219	8	\$ 35,472,108	100%	87%	93%	27%	0	0	17.6	1 > 200
	Oct	120%	6.4	1	0	2	0	1,296	7	\$ 35,973,349	96%	73%	100%	100%	0	0	29.1	1 > 200
	Nov	120%	6.6	0	0	3	0	1,226	8	\$ 37,075,977	95%	82%	100%	100%	0	0	29.2	1 > 400
	Dec	131%	6.8	0	0	1	0	1,310	5	\$ 37,311,234	103%	84%	100%	67%	1	14	33.3	0 > 200
2019	Jan	105%	7.2	0	0	6	0	1,399	8	\$ 37,478,367	101%	84%	100%	67%	1	17	29.9	1 > 200
	Feb	106%	7.6	0	1	0	0	1,262	7	\$ 39,498,968	101%	86%	100%	83%	0	3	24.5	1 > 400
	Mar	119%	7.2	0	0	2	0	1,170	0	\$ 38,046,365	99%	88%	100%	75%	0	0	30.4	0 > 200
	Apr	79%	6.9	0	0	4	0	1,176	2	\$ 38,021,490	99%	89%	100%	73%	0	0	31.2	0 > 200
	May	113%	6.7	0	0	0	0	1,125	5	\$ 36,569,040	98%	90%	92%	50%	0	0	25.7	0 > 200
	June	98%	6.6	0	0	5	0	1,233	17	\$ 34,111,378	98%	89%	92%	42%	0	0	23.5	1 > 200
	July	85%	6.2	0	0	1	0	1,279	6	\$ 34,005,523	98%	88%	92%	42%	1	0	28.8	0 > 200
	Aug	89%	6.9	1	0	1	2	1,163	8	\$ 33,341,832	107%	89%	92%	33%	1	0	15.9	3 > 200
	Sept	74%	6.5	3	1	4	0	1,125	13	\$ 31,573,764	106%	89%	92%	33%	0	0	12.9	0 > 200
Consecutive Months at Green		0	124	0	0	0	1	109	3	123	87	9	47	0	1	7	0	1
Metric Owner		O'Neill	Campbell	Dean	Dean	Dean	Campbell	Campbell	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Campbell	Howard	Howard	Howard

Metric

Environmental Education
Reclaimed Water
Customer Service

Sewer Overflow

Capital Projects: On-time

Salinity

Explanation

Hurricane Dorian and school bus breakdowns impacted attendance at The River Center.

Hurricane Dorian preparations caused us to shut down our IQ system for three days. During these three days, only two customers were affected (i.e., their lakes were not completely full).

One customer experienced an in-home backup when their 6" cleanout cap became lodged in their gravity sewer lateral. The issue was promptly resolved.

3 sewer overflows occurred: (1) a 4" ductile iron force main appeared to have been damaged by a past directional bore (1,300 gallon spill); (2) a control panel issue at Lift Station 104 resulted in a sewer overflow (525 gallon spill); and (3) a contractor broke a 2" low pressure force main (100 gallon spill). See Kris' report for details.

Only 33% of our large capital projects are on schedule. The projects behind schedule are: lift station rehabilitations; Jupiter Ocean Racket Club force main; installation of permanent generators at Lift Station 43 and 62; Island Country Estates neighborhood sewerage; Alt. A1A force main replacement; Master Lift Station rehabilitation; and Olympus force main replacement. We are working to bring these projects to a successful completion. See Kris' engineering report for additional details.

September 3 and 4 we saw flood control releases over S-46 ranging from 725 to 770 cfs with an additional 300+ cfs of flow going over Lainhard Dam. These flows were sufficient to drive salinity in the seagrass zone to non-ideal conditions. See Bud's report for more information.

Also, 1 overflow

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: October 9, 2019
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. Notice of Intent to Assess – Rolling Hills (Resolution #2019-10)
- B. Notice of Intent to Assess – 18205 Gardiner Ln. (Resolution #2019-11)
- C. Island Country Estates Low Pressure Sewer System – to award contract
- D. Lawn & Landscape Maintenance Services – to award contract
- E. Polymer (Polydyne) – to authorize annual purchase order
- F. Biosolids Disposal (Solid Waste Authority) – to authorize annual purchase order
- G. Odor Control (Evoqua) – to authorize renewal
- H. Change Orders – 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 October 17, 2019 as presented.”

Signed,

D. Albrey Arrington, Ph.D.
Executive Director

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Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

**CURTIS L.
SHENKMAN**
*Board Certified
Real Estate Attorney*

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LEGAL ASSISTANTS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email

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

Re: Initial Resolution for **ROLLING HILLS** Assessment Area

Dear Dr. Arrington:

Per your request, please attach to this letter the Pending Lien Notice, Notice of Intent to Assess, Resolution 2019-10, 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 2019-10 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **ROLLING HILLS** 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

RETURN TO:
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

PENDING LIEN NOTICE
ROLLING HILLS ASSESSMENT AREA

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida (hereinafter referred to as the "District"), hereby clarifies the lien status of the "Notice of Intent to Assess" attached hereto and made a part hereof (referred to as the "Pending Lien").

The Pending Lien shall not be considered certified, confirmed or ratified until such time as the passage of the Final Assessment Roll Resolution of the District.

The intention of the District in publishing this Pending Lien Notice is to assist the property owners who may be selling or refinancing their property and parties who may be placing a mortgage on their property to do so knowing that the District is not seeking the payment of any funds on the Pending Lien until the non-ad valorem tax bill is issued for the property on the date set forth in the Final Assessment Roll Resolution of the District.

Any inquiries as to the Pending Lien and the timing for the Final Assessment Roll Resolution and payment of said special assessments should be directed to:

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 17th day of October, 2019, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of October, 2019, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
Special/Assessment/PendingLienNotice

RETURN TO:
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

**NOTICE OF INTENT TO ASSESS
ROLLING HILLS ASSESSMENT AREA**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida (the “District”) **created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida**, (the “Act”), hereby gives public notice that the District’s Governing Board on the 17th day of October, 2019, passed Resolution **2019-10**, authorizing the construction of certain local sewer improvements as further described in said Resolution **2019-10**, which is attached hereto as Exhibit “A”. It is the intent of the District to assess the owners of property specially benefited by such sewer improvements, which property is further described on the attached **Exhibit “B”**, and to apportion the District’s costs for the total expenses related to the design and construction of said improvements, based upon each owner’s proportionate share of said costs determined upon a square footage basis, or by other methods as the Governing Board may deem fair and equitable, pursuant to the Act and Rules of the District, as same may be amended from time to time hereafter.

Any inquiries to the District’s progress in completing certification of said assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on this 17th day of October, 2019, that the information contained herein is true and accurate.

WITNESSES:

D. Albrey Arrington, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO and subscribed before me this 17th day of October, 2019, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Special/Assessment/NoticeIntentToAssess

RESOLUTION 2019-10

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO **ROLLING HILLS** ASSESSMENT AREA IMPROVEMENTS IN ACCORDANCE WITH DISTRICT RULE 31-11; STATING THE NATURE OF THE PROPOSED IMPROVEMENTS; DESIGNATING THE STREETS TO BE IMPROVED; DESIGNATING THAT PLANS, SPECIFICATIONS, AND A TENTATIVE APPORTIONMENT BE PREPARED; PROVIDING FOR THE AVAILABILITY OF PLANS AND SPECIFICATIONS AND FOR THE PREPARATION OF THE PRELIMINARY SPECIAL ASSESSMENT ROLL; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; 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 considered the need for improvements to the **ROLLING HILLS** Assessment Area (the “Area”) in Martin County, Florida;

WHEREAS the District shall construct and declare available sewerage collection lines and related appurtenances comprising a localized District sewer system in the Area as an Established Residential Neighborhood based upon the Governing Board’s determination of any of the following:

- (1) n/a; or
- (2) that a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (3) the discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (4) to enhance the environmental and scenic value of surface waters.

WHEREAS, the Governing Board has considered the facts, evidence, and presentations of the District Engineer, District staff and consultants as to the need for sanitary sewers in the Area and considered such recommendations to be in accordance with the above referenced Criteria of the “Ellis Rule” as well as in the best interests of the citizens of the District and the citizens of this Area.

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

Section 1. Title:

This Resolution shall be known as the Resolution Authorizing the Project known as “**ROLLING HILLS** Assessment Area Improvements”.

Section 2. Nature of Improvements:

The project improvements shall consist of the construction of a waste water and sewage system within lands under the jurisdiction of the District. The proposed improvements performed shall generally consist of those set forth on Composite Exhibit “B”.

Section 3. Designation of Streets to be Improved:

The streets included within the **ROLLING HILLS** Assessment Area Improvements are set forth on Composite Exhibit “B”.

Section 4. Plans, Specifications and Tentative Apportionment:

Upon adoption of this Resolution, The District Engineers and staff shall prepare plans, specifications and estimated total costs of such proposed improvements, together with a tentative apportionment of such costs between the District and individual parcels of property receiving special benefits pursuant to the improvements.

Section 5. Public Inspection:

The Plans, Specifications and tentative apportionments for the **ROLLING HILLS** Assessment Area Improvements shall be available for inspection in the Office of the Executive Director, Loxahatchee

River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458. The District's Engineer shall make available said plans and specifications prepared incident thereto, for inspection in the Office of the District's Engineer.

Section 6. Assessment Roll:

The District Clerk is directed to prepare a Preliminary Assessment Roll based upon this Resolution, District Rule 31-11, and the District Engineer's tentative apportionment, and to make publication of notice in newspapers in Martin and Palm Beach Counties, together with notice mailed to those interested parties and affected property owners requesting such in writing, in accordance with the requirements of District Rule 31-11.

Section 7. Availability for Connection and Required Connection:

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

Section 8. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herefrom and shall not affect the validity of the remaining portions of this Resolution.

Section 10. 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 17th day of October, 2019.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
VOTE

DR. MATT H. ROSTOCK

STEPHEN ROCKOFF

GORDON M. BOGGIE

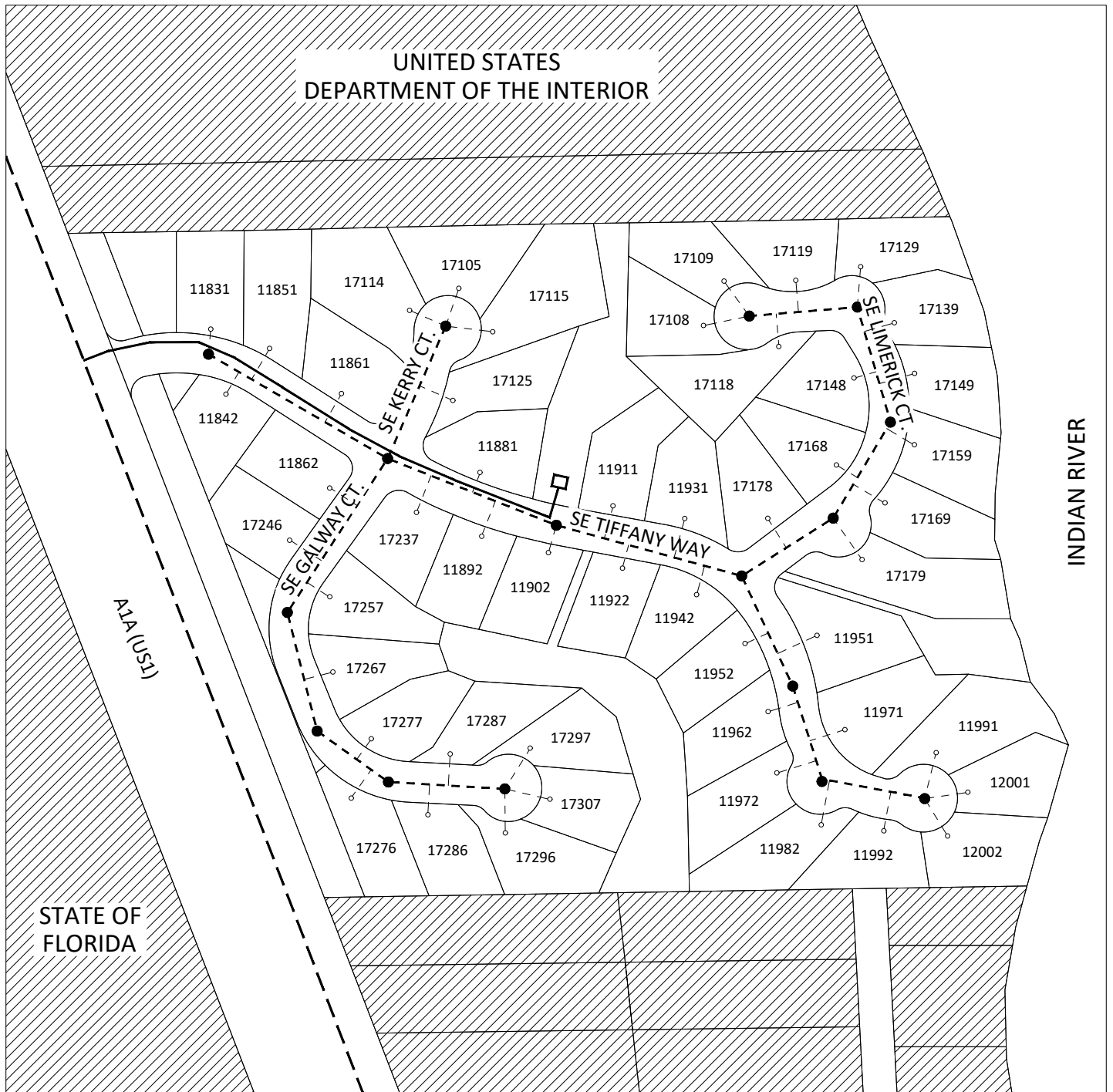
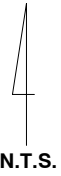
HARVEY M. SILVERMAN

JAMES D. SNYDER


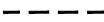

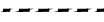



EXHIBIT "B"

ROLLING HILLS NEIGHBORHOOD

SEWER SYSTEM ASSESSMENT AREA



LEGEND

-  NOT IN ASSESSMENT AREA
-  EXISTING FORCEMAIN
-  EXISTING MANHOLE
-  EXISTING GRAVITY MAIN
-  EXISTING GRAVITY SERVICE
-  PROPOSED LIFT STATION
-  PROPOSED FORCE MAIN

JUPITER, FLORIDA

8/26/2019

EXHIBIT “B”

PROPOSED SEWER SERVICE ASSESSMENT AREA

ROLLING HILLS ASSESSMENT AREA

The properties to be provided sewer service are located within Section 13, Township 40 South, Range 42 East, Unincorporated Martin County, Florida and lies within the following general boundaries:

On the North by SE 171st Street;
On the South by Indian Hills Subdivision;
On the East by the Intracoastal Waterway; and
On the West by SE Federal Highway.

The approximate quantity of materials required to complete the project are:

1 Lift Station to be rehabilitated and equipped
850 L.F. of 4” PVC Force Main
2750 L.F. of 8” Gravity Main to be rehabilitated
17 Manholes to be rehabilitated
50 Services

Mr. Nhien Tran
11851 SE Tiffany Way
Tequesta FL 33469
re: 11851 SE Tiffany Way
13-40-42-002-000-00010-7

Mr. & Mrs. Vance Carlisle
11861 SE Tiffany Way
Tequesta FL 33469
re: 11861 SE Tiffany Way
13-40-42-002-000-00020-5

Mr. Allan Bradbury Jr
17114 SE Kerry Ct
Tequesta FL 33469
re: 17114 SE Kerry Ct
13-40-42-002-000-00030-3

Mr. & Mrs. Louis Decerchio
17105 SE Kerry Ct
Tequesta FL 33469
re: 17105 SE Kerry Ct
13-40-42-002-000-00040-1

Mr. Robert Cove Tr
17115 SE Kerry Ct
Tequesta FL 33469
re: 17115 SE Kerry Ct
13-40-42-002-000-00050-8

Mr. & Mrs. Paul Broggi
17125 SE Kerry Ct
Tequesta FL 33469
re: 17125 SE Kerry Ct
13-40-42-002-000-00060-6

Mr. & Mrs. Michael Sole
11881 SE Tiffany Way
Tequesta FL 33469
re: 11881 SE Tiffany Way
13-40-42-002-000-00070-4

Ms. N Wagner/G DeRouanna
11842 SE Tiffany Way
Tequesta FL 33469
re: 11842 SE Tiffany Way
13-40-42-002-000-00080-2

Pecuniary Tr/E Zito
401 Liberty Ave, 22 Flr
Pittsburgh PA 15222
re: 11862 SE Tiffany Way
13-40-42-002-000-00090-0

Ms. Barbara Gaziano
17246 SE Galway Ct
Tequesta FL 33469
re: 17246 SE Galway Ct
13-40-42-002-000-00100-8

Mr. & Mrs. Richard Ewing
17276 SE Galway Ct
Tequesta FL 33469
re: 17276 SE Galway Ct
13-40-42-002-000-00110-6

Mr. Ernest Scheyder II
17286 SE Galway Ct
Tequesta FL 33469
re: 17286 SE Galway Ct
13-40-42-002-000-00120-4

Mr. & Mrs. Matt Camero
17296 SE Galway Ct
Tequesta FL 33469
re: 17296 SE Galway Ct
13-40-42-002-000-00130-2

Mr. & Mrs. Frank McCann
60 Rustic Terr
Little Silver NJ 07339
re: 17307 SE Galway Ct
13-40-42-002-000-00140-0

Ms. Sandra Zito
17297 SE Galway Ct
Tequesta FL 33469
re: 17297 SE Galway Ct
13-40-42-002-000-00150-7

Mr. Carl Camper
PO Box 2291
Stuart FL 34995
re: 17287 SE Galway Ct
13-40-42-002-000-00160-5

Ms. Sherry Fredrickson
17277 SE Galway Ct
Jupiter FL 33458
re: 17277 SE Galway Ct
13-40-42-002-000-00170-3

Ms. Mary Lou Schaffer
17267 SE Galway Ct
Tequesta FL 33469
re: 17267 SE Galway Ct
13-40-42-002-000-00180-1

Ms. Janet Leader
17257 SE Galway Ct
Tequesta FL 33469
re: 17257 SE Galway Ct
13-40-42-002-000-00190-9

Mr. & Mrs. Daniel Hughes
17237 SE Galway Ct
Tequesta FL 33469
re: 17237 SE Galway Ct
13-40-42-002-000-00200-7

Ms. Vera Petersen Tr
11902 SE Tiffany Way
Tequesta FL 33469
re: 11892 SE Tiffany Way
13-40-42-002-000-00210-5

Mr. E Harmon III/L French
17320 SE Conch Bar Ave
Tequesta FL 33469
re: 11902 SE Tiffany Way
13-40-42-002-000-00220-3

Mr. Brian Jackson
2534 Genesee St
Utica NY 13502
re: 11922 SE Tiffany Way
13-40-42-002-000-00230-1

Ms. Emily Lewis Tr
11942 SE Tiffany Way
Tequesta FL 33469
re: 11942 SE Tiffany Way
13-40-42-002-000-00240-9

Ms. Petra Lukas Estate
11952 SE Tiffany Way
Tequesta FL 33469
re: 11952 SE Tiffany Way
13-40-42-002-000-00250-6

Mr. & Mrs. David Tamila
11962 SE Tiffany Way
Tequesta FL 33469
re: 11962 SE Tiffany Way
13-40-42-002-000-00260-4

Mr. & Mrs. Dennis Malandro
11972 SE Tiffany Way
Tequesta FL 33469
re: 11972 SE Tiffany Way
13-40-42-002-000-00270-2

Mr. & Mrs. Steven Klein
79 Bourbon St
Wayne NJ 07470
re: 11982 SE Tiffany Way
13-40-42-002-000-00280-0

Mr. & Mrs. Robert Bernard
11992 SE Tiffany Way
Tequesta FL 33469
re: 11992 SE Tiffany Way
13-40-42-002-000-00290-8

Ms. Charlotte Veteri
12002 SE Tiffany Way
Tequesta FL 33469
re: 12002 SE Tiffany Way
13-40-42-002-000-00300-6

Mr. & Mrs. Charles Grandi Tr
12001 SE Tiffany Way
Tequesta FL 33469
re: 12001 SE Tiffany Way
13-40-42-002-000-00310-4

Mr. Gary Van Brock Estate
11991 SE Tiffany Way
Tequesta FL 33469
re: 11991 SE Tiffany Way
13-40-42-002-000-00320-2

Tiffany Tequesta LLC
11971 SE Tiffany Way
Tequesta FL 33469
re: 11971 SE Tiffany Way
13-40-42-002-000-00330-0

Mr. & Mrs. Paul Heuwetter
11951 SE Tiffany Way
Tequesta FL 33469
re: 11951 SE Tiffany Way
13-40-42-002-000-00340-8

Mr. Phillip Brondes Jr Tr
17179 SE Limrick Ct
Tequesta FL 33469
re: 17179 SE Limrick Ct
13-40-42-002-000-00350-5

Mr. & Mrs. Richard Fulton
17169 SE Limrick Ct
Tequesta FL 33469
re: 17169 SE Li mrick Ct
13-40-42-002-000-00360-3

Ms. Natalie Sergi Tr
17159 SE Limrick Ct
Tequesta FL 33469
re: 17159 SE Limrick Ct
13-40-42-002-000-00370-0

Mr. & Mrs. Kevin Shulte
17149 SE Limrick Ct
Tequesta FL 33469
re: 17149 SE Limrick Ct
13-40-42-002-000-00380-9

Ms. Karen Wolters Tr
17139 SE Limrick Ct
Tequesta FL 33469
re: 17139 SE Limrick Ct
13-40-42-002-000-00390-7

Mr. Criag Vollhaber Tr
17129 SE Limrick Ct
Tequesta FL 33469
re: 17129 SE Limrick Ct
13-40-42-002-000-00400-5

Ms. Norma Sloane
17119 SE Limrick Ct
Tequesta FL 33469
re: 17119 SE Limrick Ct
13-40-42-002-000-00410-3

Mr. & Mrs. Frank Bongrazio III
17109 SE Limrick Ct
Tequesta FL 33469
re: 17109 SE Limrick Ct
13-40-42-002-000-00420-1

Ms. Wendy Hickey
17108 SE Limrick Ct
Tequesta FL 33469
re: 17108 SE Limrick Ct
13-40-42-002-000-00430-9

Mr. & Mrs. Dennis Sargisoff
17118 SE Limrick Ct
Tequesta FL 33469
re: 17118 SE Limrick Ct
13-40-42-002-000-00440-7

Mr. Stephen Reid
17148 SE Limrick Ct
Tequesta FL 33469
re: 17148 SE Limrick Ct
13-40-42-002-000-00450-4

Mr. & Mrs. Michael Kalter
17168 SE Limrick Ct
Tequesta FL 33469
re: 17168 SE Limrick Ct
13-40-42-002-000-00460-2

Mr. & Mrs. Thomas Ringkamp
17178 SE Limrick Ct
Tequesta FL 33469
re: 17178 SE Limrick Ct
13-40-42-002-000-00470-0

Ms. Marianne Ludwig Tr
11931 SE Tiffany Way
Tequesta FL 33469
re: 11931 SE Tiffany Way
13-40-42-002-000-00480-8

Mr. & Mrs. Jeremy Rury
11911 SE Tiffany Way
Tequesta FL 33469
re: 11911 SE Tiffany Way
13-40-42-002-000-00490-6

Mr. & Mrs. Peter Vasilopoulos
11831 SE Tiffany Way
Tequesta FL 33469
re: 11831 SE Tiffany Way
13-40-42-002-100-00060-4

**CURTIS L.
SHENKMAN**
*Board Certified
Real Estate Attorney*

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FL 33410
CURTIS@PALMBEACHLAWYER.LAW

LEGAL ASSISTANTS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email

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

Re: Initial Resolution for **GARDINER LANE-18205** Assessment Area

Dear Dr. Arrington:

Per your request, please attach to this letter the Pending Lien Notice, Notice of Intent to Assess, Resolution 2019-11, 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 2019-11 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **GARDINER LANE-18205** 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

RETURN TO:
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

PENDING LIEN NOTICE
GARDINER LANE-18205 ASSESSMENT AREA

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida (hereinafter referred to as the “District”), hereby clarifies the lien status of the “Notice of Intent to Assess” attached hereto and made a part hereof (referred to as the “Pending Lien”).

The Pending Lien shall not be considered certified, confirmed or ratified until such time as the passage of the Final Assessment Roll Resolution of the District.

The intention of the District in publishing this Pending Lien Notice is to assist the property owners who may be selling or refinancing their property and parties who may be placing a mortgage on their property to do so knowing that the District is not seeking the payment of any funds on the Pending Lien until the non-ad valorem tax bill is issued for the property on the date set forth in the Final Assessment Roll Resolution of the District.

Any inquiries as to the Pending Lien and the timing for the Final Assessment Roll Resolution and payment of said special assessments should be directed to:

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 17th day of October, 2019, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of October, 2019, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
Special/Assessment/PendingLienNotice

RETURN TO:
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

**NOTICE OF INTENT TO ASSESS
GARDINER LANE-18205 ASSESSMENT AREA**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida (the “District”) **created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida**, (the “Act”), hereby gives public notice that the District’s Governing Board on the 17th day of October, 2019, passed Resolution **2019-11**, authorizing the construction of certain local sewer improvements as further described in said Resolution **2019-11**, which is attached hereto as Exhibit “A”. It is the intent of the District to assess the owners of property specially benefited by such sewer improvements, which property is further described on the attached **Exhibit “B”**, and to apportion the District’s costs for the total expenses related to the design and construction of said improvements, based upon each owner’s proportionate share of said costs determined upon a square footage basis, or by other methods as the Governing Board may deem fair and equitable, pursuant to the Act and Rules of the District, as same may be amended from time to time hereafter.

Any inquiries to the District’s progress in completing certification of said assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on this 17th day of October, 2019, that the information contained herein is true and accurate.

WITNESSES:

D. Albrey Arrington, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO and subscribed before me this 17th day of October, 2019, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Special/Assessment/NoticeIntentToAssess

RESOLUTION 2019-11

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO **GARDINER LANE-18205** ASSESSMENT AREA IMPROVEMENTS IN ACCORDANCE WITH DISTRICT RULE 31-11; STATING THE NATURE OF THE PROPOSED IMPROVEMENTS; DESIGNATING THE STREETS TO BE IMPROVED; DESIGNATING THAT PLANS, SPECIFICATIONS, AND A TENTATIVE APPORTIONMENT BE PREPARED; PROVIDING FOR THE AVAILABILITY OF PLANS AND SPECIFICATIONS AND FOR THE PREPARATION OF THE PRELIMINARY SPECIAL ASSESSMENT ROLL; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; 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 considered the need for improvements to the **GARDINER LANE-18205** Assessment Area (the “Area”) in Palm Beach County, Florida;

WHEREAS the District shall construct and declare available sewerage collection lines and related appurtenances comprising a localized District sewer system in the Area as an Established Residential Neighborhood based upon the Governing Board’s determination of any of the following:

- (1) n/a; or
- (2) that a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (3) the discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (4) to enhance the environmental and scenic value of surface waters.

WHEREAS, the Governing Board has considered the facts, evidence, and presentations of the District Engineer, District staff and consultants as to the need for sanitary sewers in the Area and considered such recommendations to be in accordance with the above referenced Criteria of the “Ellis Rule” as well as in the best interests of the citizens of the District and the citizens of this Area.

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

Section 1. Title:

This Resolution shall be known as the Resolution Authorizing the Project known as “**GARDINER LANE-18205** Assessment Area Improvements”.

Section 2. Nature of Improvements:

The project improvements shall consist of the construction of a waste water and sewage system within lands under the jurisdiction of the District. The proposed improvements performed shall generally consist of those set forth on Composite Exhibit “B”.

Section 3. Designation of Streets to be Improved:

The streets included within the **GARDINER LANE-18205** Assessment Area Improvements are set forth on Composite Exhibit “B”.

Section 4. Plans, Specifications and Tentative Apportionment:

Upon adoption of this Resolution, The District Engineers and staff shall prepare plans, specifications and estimated total costs of such proposed improvements, together with a tentative apportionment of such costs between the District and individual parcels of property receiving special benefits pursuant to the improvements.

Section 5. Public Inspection:

The Plans, Specifications and tentative apportionments for the **GARDINER LANE-18205** Assessment Area Improvements shall be available for inspection in the Office of the Executive Director,

Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458. The District's Engineer shall make available said plans and specifications prepared incident thereto, for inspection in the Office of the District's Engineer.

Section 6. Assessment Roll:

The District Clerk is directed to prepare a Preliminary Assessment Roll based upon this Resolution, District Rule 31-11, and the District Engineer's tentative apportionment, and to make publication of notice in newspapers in Martin and Palm Beach Counties, together with notice mailed to those interested parties and affected property owners requesting such in writing, in accordance with the requirements of District Rule 31-11.

Section 7. Availability for Connection and Required Connection:

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

Section 8. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herefrom and shall not affect the validity of the remaining portions of this Resolution.

Section 10. 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 17th DAY OF OCTOBER, 2019.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
VOTE

DR. MATT H. ROSTOCK

STEPHEN ROCKOFF

GORDON M. BOGGIE

HARVEY M. SILVERMAN

JAMES D. SNYDER

EXHIBIT "B"

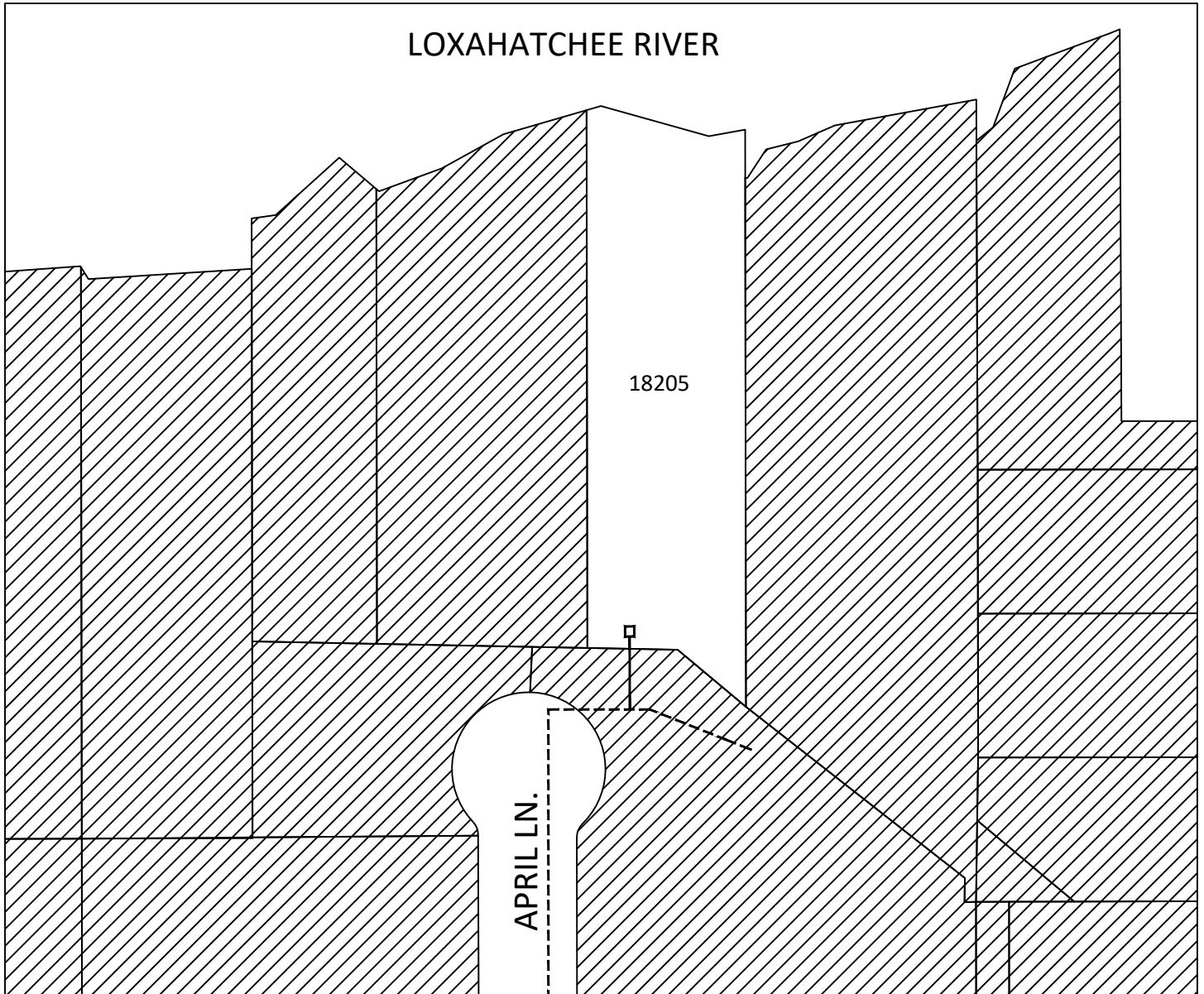
18205 GARDINER LANE

LOW PRESSURE SEWER SYSTEM

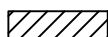
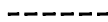

ASSESSMENT AREA



N.T.S.



LEGEND

-  NOT IN ASSESSMENT AREA
-  EXISTING LP SEWER MAIN
-  PROPOSED LP SEWER SERVICE

PALM BEACH COUNTY

8/22/2019

EXHIBIT “B”

PROPOSED SEWER SERVICE ASSESSMENT AREA

GARDNER LANE-18205 LOW PRESSURE ASSESSMENT AREA

The properties to be provided sewer service are located within Section 36, Township 40 South, Range 42 East, Unincorporated Palm Beach County, Florida and lies within the following general boundaries:

PCN: 00-42-40-36-00-005-0130

On the North by the Loxahatchee River;

On the South by Center Street;

On the East by Perigon Way; and

On the West by Woodside Trail.

The approximate quantity of materials required to complete the project are:

- 1 Service
- 1 Simplex Low Pressure Pumping Unit

Mr. Craig Keller
18205 Gardiner Ln
Jupiter FL 33458
re: 18205 Gardiner Ln
00-42-40-36-00-005-0130

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., Deputy Executive Director/Director of Engineering Services

DATE: October 9, 2019

SUBJECT: Award Construction Contract – Island Country Estates Low Pressure Sewer System

On October 3, 2019, the District received bids on the referenced Neighborhood Sewering Project as summarized below and detailed in the attached Holtz Consulting's Recommendation of Award.

The Lazarus Group, Inc.	\$442,777.00
DBF Construction, LLC	\$499,490.00

In addition to the low pressure sewer system this project includes roadway repairs and mill and resurfacing of the entire neighborhood at the request of the Island Country Estates Homeowners Association, Inc. This is a budgeted project for \$600,000 this fiscal year.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the award of a contract to The Lazarus Group, Inc. for the Island Country Estates Low Pressure Force Main in the amount of \$442,777.00”

and

“THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$45,000.00.”

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



HOLTZ CONSULTING ENGINEERS, INC

October 7, 2019

Mr. Kris Dean, PE
Deputy Executive Director/Director of Engineering Services
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

**Subject: Island Country Estates Low Pressure Force Main System
Recommendation of Award to The Lazarus Group, Inc.**

Dear Mr. Dean,

On October 3, 2019 at 2:00 p.m. bids were opened for the referenced project. There were (2) two bids accepted for the project as follows:

Bidder	Total Bid Amount	Acknowledged Addenda?	Included Bid Security?	Attended Pre-Bid Meeting?
The Lazarus Group, Inc.	\$442,777.00	Y	Y	Y
DBF Construction, LLC	\$499,490.00	N	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was The Lazarus Group with a Total Bid Amount of \$442,777.00. Their bid was reviewed and included the required bid bond in the amount of ten percent of their bid from an acceptable surety company according to the US Department of Treasury. They acknowledged receipt of the addenda in the bid form. The other forms and information required to be submitted with their bid appear to be in order. They also attended the mandatory pre-bid meeting. We therefore consider the bid submitted by The Lazarus Group. to be responsive.

The Lazarus Group, Inc. has successfully completed multiple low-pressure force main projects in the past for Loxahatchee River District for which HCE served as the engineer-of-record. The Lazarus Group, Inc. will self-perform the low-pressure sewer installation and will utilize Mancil's Tractor Service for asphalt and paving work. The Lazarus Group, Inc. is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider The Lazarus Group, Inc. to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. considers The Lazarus Group to be the low responsive and responsible bidder and recommends that they be awarded the contract for the Island Country Estates Low Pressure Force Main project in the Total Bid Amount of \$442,777.00.



HOLTZ CONSULTING ENGINEERS, INC

Sincerely,
HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Christine Miranda', is written over the printed name.

Christine Miranda, PE
Principal Engineer

Island Country Estates Low Pressure Force Main System

Bid Tabulation

October 3, 2019

				Lazarus Group		DBF Construction	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Force Main Mobilization/Demobilization	1	LS	\$14,313.00	\$14,313.00	\$20,000.00	\$20,000.00
2	Maintenance of Traffic	1	LS	\$3,790.00	\$3,790.00	\$20,000.00	\$20,000.00
3	Record Drawings	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
4	Preconstruction Video	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
5	NPDES Permit/Erosion Measures	1	LS	\$2,500.00	\$2,500.00	\$12,050.00	\$12,050.00
6	2" PVC Force Main & Fittings	5,470	LF	\$12.00	\$65,640.00	\$14.50	\$79,315.00
7	1.5" Single Service (Short)	23	EA	\$1,200.00	\$27,600.00	\$1,190.00	\$27,370.00
8	1.5" Single Service (Long) – Directional Drilled or Moled	15	EA	\$1,500.00	\$22,500.00	\$1,670.00	\$25,050.00
9	Driveway Crossing (Moled)	26	EA	\$300.00	\$7,800.00	\$1,220.00	\$31,720.00
10	Sidewalk Crossing (Moled)	4	EA	\$50.00	\$200.00	\$280.00	\$1,120.00
11	2" Isolation Valve	6	EA	\$777.00	\$4,662.00	\$900.00	\$5,400.00
12	In-Line Flushing Port	3	EA	\$1,700.00	\$5,100.00	\$2,425.00	\$7,275.00
13	Terminal Flushing Port	5	EA	\$977.00	\$4,885.00	\$1,025.00	\$5,125.00
14	Air Release Valve	1	EA	\$2,777.00	\$2,777.00	\$2,275.00	\$2,275.00
15	Connect 2" PVC Force Main to Existing 2.5" PVC Force Main	1	EA	\$2,100.00	\$2,100.00	\$4,960.00	\$4,960.00
16	Roadway Crossing (Directional Drill)	2	EA	\$2,100.00	\$4,200.00	\$13,175.00	\$26,350.00
Total Base LPFM Items				\$186,067.00		\$288,010.00	

17	Roadway Mobilization/Demobilization	1	LS	\$17,000.00	\$17,000.00	\$8,500.00	\$8,500.00
18	Maintenance of Traffic	1	LS	\$3,995.00	\$3,995.00	\$8,500.00	\$8,500.00
19	Mill and Resurface Asphalt Roadway, Including Pavement Markings	14,300	SY	\$14.80	\$211,640.00	\$13.60	\$194,480.00
20	Header Curb Replacement	200	LF	\$42.80	\$8,560.00		\$0.00
21	Asphalt Roadway Removal and Repair, Including Compaction	145	SY	\$107.00	\$15,515.00		\$0.00
Total Base Roadway Items:				\$256,710.00		\$211,480.00	
TOTAL BID ITEMS 1-21				\$442,777.00		\$499,490.00	

*Contractor did not complete these line items

Loxahatchee River District

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2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

MEMORANDUM

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

FROM: TONY CAMPBELL
DIRECTOR OF OPERATIONS

DATE: OCTOBER 7, 2019

SUBJECT: AWARD OF CONTRACT - LANDSCAPE MAINTENANCE SERVICES

On October 4, 2019 bids were opened for the subject contract as summarized below.

Terracon Services	\$55,305.00
Nex Era Services	\$113,945.00
C. Martin Landscape	\$334,965.00
Property Works	\$376,053.68

An evaluation of Terracon Services bid was completed. They were found to be responsive and responsible. Additionally, they have performed satisfactorily on the current annual Landscape Maintenance Services contract.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize award of Bid 19-005-LS LANDSCAPING MAINTENANCE SERVICES to Terracon Services, Inc. for the initial 24 month contract period, in the amount of \$110,610.00.”

and

“THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$10,000.00”

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Loxahatchee River District

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

MEMORANDUM

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

FROM: TONY CAMPBELL
DIRECTOR OF OPERATIONS

DATE: September 10, 2019

BUDGET: \$72,800.00

SUBJECT: AWARD OF CONTRACT FOR THE PURCHASE OF POLYMER FROM
POLYDYNE, INC.

DESCRIPTION:

The District uses Clarifloc polymer in our biosolids dewatering process. This material is a critical component of our process. Indian River County has extended their contract with Polydyne, Inc., and we propose “piggy-backing” Indian River County’s contract with Polydyne, Inc. through September 30, 2020. This is a 1 year contract.

The following motion is suggested for Board approval:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the “piggy-back” of Indian River County contract (Contract #2018002) extension with Polydyne, Inc. for the provision of bulk polymer at price of \$9.632 per gallon in accordance with their contract terms for the period of October 1, 2019 through September 30, 2020, and authorize the Executive Director to execute an associated annual Purchase Order for an amount not to exceed \$72,800.00.

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

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

From: [Sandy Wells](#)
To: [Hazel Figueroa](#)
Cc: [Christopher Cherp](#); [Tim Terry](#); [Rebecca Beasley](#); [Randal Vickery](#); [Pam McDermitt](#); [Kimberly Fleming](#); [Peggy Locke](#)
Subject: Contract Renewal - Loxahatchee River, FL
Date: Monday, August 19, 2019 12:03:49 PM
Attachments: [image001.png](#)

Good afternoon,

Polydyne Inc. and Indian River have agreed to extend the current contract at the same price, terms and conditions. We are pleased to extend the existing Piggyback Agreement to purchase from the Indian River County Contract (2018002) to Loxahatchee River. We look forward to continuing our valued supply position. If I can be of further assistance, please feel free to contact me.

Sandy Wells

Bid Specialist



SNF Polydyne Inc.
1 Chemical Plant Road
Riceboro, GA 31323
Direct: 912-880-2089
Fax: 912-880-2078
swells@snfhc.com
www.polydyneinc.com

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

MEMORANDUM

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

FROM: TONY CAMPBELL DIRECTOR OF OPERATIONS

DATE: SEPTEMBER 20, 2019

SUBJECT: AUTHORIZE ANNUAL PURCHASE ORDER
SOLID WASTE AUTHORITY of PALM BEACH COUNTY

This is a budgeted item in the FY 2020 budget in the amount of \$698,250.00.

The Solid Waste Authority (SWA) our Biosolids Processing Facility (BPF) is the Districts primary method for disposal of biosolids (aka, treatment plant residuals). In accordance with the contract executed with the Solid Waste Authority (SWA) for the processing and recycling of District biosolids we pay an agreed amount upon O&M cost/ton (\$53.29/ton) for the operation and maintenance of the pelletization facility. The District anticipates sending 12,000 wet tons of undigested biosolids to Solid Waste Authority for processing by New England Fertilizer Company (NEFCO) into class AA biosolids this coming fiscal year.

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual Purchase Order not to exceed \$698,250.00 for disposal of dewatered biosolids at the Biosolids Processing Facility in accordance with the Interlocal Government Agreement for Biosolids Processing between Solid Waste Authority and LRECD.”

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

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

BIOSOLIDS PROCESSING FACILITY Final Budget O&M Cost/Ton – FY2020

MEMORANDUM

TO: BPF Partners

FROM: Scott Trainor, P.E., BCEE, Biosolids Facility Operations Manager

COPY: Ray Schauer, SWA Director, Facility Contract Operations

DATE: September 13, 2019

SUBJECT: FY2020 Final Budget

Greetings Partners:

Please find attached the Final Biosolids Facility Budget for FY2020, which is the same as the Preliminary Budget transmitted to you in April. As explained previously, the FY2020 Blended Cost/Ton Billing Rate has been raised by \$ 0.21/ton (0.4%) from last year's rate. Three main factors contributed to this number.

- First, the assumed natural gas usage was raised slightly based on the recent trend of diminishing availability of landfill gas.
- Second, the assumed total number of tons delivered for the year was raised slightly based on East Central Regional's new digesters construction schedule projections.
- Third, the estimated landfill gas compression/chiller skid O&M was reduced by 16%.

The result of the three main factors, along with the minor changes, is a 0.4% increase in the Blended Cost/Ton Billing Rate.

If you have any questions, please contact me.

Thank You.



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

BIOSOLIDS PROCESSING FACILITY Final Budget O&M Cost/Ton – FY2020

This is the final version of the FY2020 budget as prepared in April 2019.

Base Processing Fee (Estimated Operator Contract Fee)

Tier 1: 0 to 91,250 WTY	\$ 33.91
Tier 2: >91,250 to 104,000 WTY	\$ 17.28
Tier 3: >104,000 WTY	\$ 15.20
Average Base Processing Fee/Ton (based on 130,000 WTY)	\$28.54

Budget Pass-Through Costs Per Ton

Electric	\$ 5.14
Natural Gas	10.89
Potable water	0.29
ISW	1.63
WW	1.12
Na Hypochlorite	0.30
Caustic	0.08
LFG Delivery System	2.47
<u>SWA Administrative Costs</u>	<u>2.83</u>

Sub Total Pass-Through Costs/Ton \$ 24.75

Budget O&M Cost/Ton

Tier 1: 0 to 91,250 WTY	\$ 58.66
Tier 2: >91,250 to 104,000 WTY	\$ 42.03
Tier 3: >104,000 WTY	\$ 39.95

FY2019 Blended Cost/Ton Billing Rate

\$ 53.29

(Based on receiving 130,000 WTY)

File: BPF.02.10.01.FY2020/FY2020 Final Budget O and M Costs9-13-2019

REQUISITION FORM

SOLID WASTE AUTHORITY
7501 NORTH JOG ROAD
WEST PALM BEACH FL. 33412

DATE OF REQUISITION September 26, 2019

☐ PURCHASE IS FOR EXISTING WORK ORDER
 WORK ORDER# _____

☐ WORK ORDER REQUIRED - NON-CAPITAL/R&R

☐ WORK ORDER REQUIRED - CAPITAL/R&R

☒ WORK ORDER NOT REQUIRED

SHIP TO: 2500 Jupiter Park Drive
Jupiter, FL 33458

PURPOSE: ANNUAL PURCHASE ORDER FOR SLUDGE DISPOSAL FEES, OCTOBER 1,2019
 THROUGH SEPTEMBER 30,2020 / PURCHASE ORDER NOT TO EXCEED
 \$698,250.00 ANNUALLY

REQUESTED BY	DATE REQUIRED	CHARGE TO DEPT.	JOB NO.	APPROVED :	
Tony Campbell		Operations		DISAPPROVED :	Date

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Annual Not to Exceed \$698,250.00	\$698,250.00	\$698,250.00
	account # 50-80-5490	\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		SUBTOTAL	
		SHIPPING & HANDLING	\$698,250.00
		TOTAL	\$665,000.00

ORDERED FROM	P.O. NUMBER	DATE OF P.O.	DATE ORDERED	DATE RECEIVED

Loxahatchee River District

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

MEMORANDUM

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

FROM: TONY CAMPBELL DIRECTOR OF OPERATIONS

DATE: SEPTEMBER 27, 2019

SUBJECT: **AUTHORIZE ANNUAL PURCHASE ORDER FOR
EVOQUA ODOR CONTROL CONTRACT PRICING EXTENSION**

This is a budgeted item in the FY 2020 budget in the amount of \$482,000.00.

Evoqua provides the District with chemicals and equipment that assist with our plant and collection system odor and corrosion control. Evoqua has an executed contract in place with Lee County and has extended the offer to the Loxahatchee River District to "piggy-back" the executed Lee County Contract for our wastewater odor and corrosion *control* program. The Lee County contract is effective May 14, 2018 through May 13, 2021 with a potential additional three, one-year contract renewals.

Lee County is a significantly larger user of chemicals and equipment that Evoqua provides, thus pricing is more advantageous to "piggy-back" than to bid ourselves.

There's an additional maintenance cost included in this purchase order request for our Dewatering LO/PRO Scrubber Monthly maintenance schedule, (\$25,092.00 Annually) this maintenance is not included in the Lee County piggy-back contract. A Sole Source document has been included for supporting documentation and in compliance with or approved Purchasing Procurement Policy.

The attached letter from Evoqua provides a detailed breakdown of their fees (there has been no increase in cost from the original approved contract). The following motion is suggested for approval:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a Purchase Order to Evoqua Water Technologies, Inc., for the continued provision of odor and corrosion control chemicals and services, in accordance with a "piggy-back" of Lee County contract for a yearly period of October 1, 2019 to September 30, 2020, in an amount not to exceed \$456,908.00 annually" and "THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a Purchase Order to Evoqua Water Technologies, Inc., for Dewaterings LO/PRO scrubber annual maintenance in an amount not to exceed \$25,092.00."

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

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



October 8, 2019

Mr. Tony Campbell
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Email: tony.campbell@lrecd.org

**RE: FY2020 PRICING LETTER
LOXAHATCHEE RIVER DISTRICT**

Dear Mr. Campbell:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Evoqua Water Technologies will continue to offer the Lee County Contract Piggyback for the period of January 1, 2020 through December 31, 2020.

Under the Lee County contract, the pricing for the products and services you are currently using are as follows.

Bioxide:	\$ 2.40 per gallon
Alkagen AQ:	\$ 1.49 per gallon
Sodium Hydroxide 25%:	\$ 2.40 per gallon
Sodium Hypochlorite:	\$ 2.30 per gallon
Master Lift Station Biofilter:	\$ 3,161 per month
WWTF Headworks Biofilter:	\$ 4,125 per month

Terms and conditions of the existing Lee County contract shall apply. These prices do not include any applicable taxes.

Thank you again for the opportunity to be of service. We look forward to continuing to serve Loxahatchee River District in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (951) 326-7415.

Sincerely,

Evoqua Water Technologies LLC

Eric Hansen

Eric Hansen
Technical Sales Representative



October 8, 2019

Mr. Tony Campbell
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Email: tony.campbell@lrecd.org

RE: LO/PRO® SCRUBBER SERVICE

Dear Mr. Campbell:

Evoqua Water Technologies LLC is the only factory trained and authorized provider of Scrubber services on our line of odor control scrubber systems. This includes the LO/PRO® wet scrubber lines manufactured exclusively from our San Diego, CA facility. LO/PRO is a registered trademark of Evoqua Water Technologies LLC.

If you have any questions or need additional information, please do not hesitate to contact me at (951) 326-7415.

Sincerely,

Evoqua Water Technologies LLC

Eric Hansen

Eric Hansen
Technical Sales Representative



October 8, 2019

Mr. Tony Campbell
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Phone: (561) 747-5700 ext. 135
Fax: (678) 416-7792
Email: Tony.Campbell@lrecd.org

**RE: LOXAHATCHEE RIVER DISTRICT
2020 SCRUBBER SERVICE CONTRACT EXTENSION
REF: Evoqua Quote No. 2015-103616**

Dear Mr. Campbell:

Evoqua Water Technologies LLC would like to thank you for your business and we look forward to serving your water treatment needs in the years to come. Evoqua would like to submit the following extension proposal as follows:

Evoqua is pleased to continue providing monthly service on your WWTF Odor Control Scrubbers. Your (1) LoPro scrubber located at the sludge holding basin at the WWTF will be maintained and serviced monthly. The monthly charge for these services will be as follows:

(1) LoPro scrubber at the Sludge Holding Basin \$2,091.00 each

All Terms and Conditions per the existing contract 2015-103616 shall apply. The scope of Service and Maintenance will remain the same. This pricing will take effect on January 1, 2020, and remain firm through December 31, 2020. The above pricing does not include any applicable taxes.

The Loxahatchee River District will be responsible for supplying chemicals for the scrubbers.

Evoqua Water Technologies is the manufacturer and sole source provider for this equipment.

We at Evoqua Water Technologies honor and respect your business and would like to continue this relationship in the future.

Thanks again for your business. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (951) 326-7415 or via email at Eric.C.Hansen@Evoqua.com. We look forward to working with you in the years to come.

Sincerely,

Evoqua Water Technologies LLC

Eric Hansen

Eric Hansen
Technical Sales Representative

Change Orders

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

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Loxahatchee River District

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



MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: OCTOBER 10, 2019
SUBJECT: EMPLOYEE HEALTH INSURANCE

Last year the Gehring Group conducted a RFP for our employee insurance benefits, including Medical, Dental, Life and Accidental Death, and Long-term Disability. Last year's Vision, Life and Accidental Death, and Long-Term Disability policies were offered with a 2-year rate guarantee and we accepted, so we do not need to worry about these policies. This year we are looking to obtain quotes and renew our Medical and Dental policies.

Today the Gehring Group presented our renewal quotes:

Insurance	2019 Premium	Renewal Premium	Increase (\$)	Increase (%)
Health	\$ 1,186,036	\$ 1,529,979	\$ 343,943	29.0 %
Dental	\$ 50,189	\$ 51,693	\$ 1,504	3.0 %

The dental increase is nearly the same amount of increase as we saw last year and seems acceptable given market conditions. Therefore, I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to renew our United Concordia PPO Alliance dental insurance policy as presented and with an effective date of January 1, 2020.”

The health insurance renewal premium is staggering but allow me to provide some context. Our 2018 FL Blue premium was \$1,274,917. FL Blue proposed premium for 2019 (after the RFP) was \$1,426,706 (a 11.9% increase). In response to the same RFP, UnitedHealthcare offered a premium of \$1,204,167 (a 6% decrease) for 2019. Now, after working through a year of actual claims experience with us, UnitedHealthcare has proposed a 29% increase, which seems outlandish. It is worth noting the UnitedHealthcare renewal premium is 7.2% above the 2018 rate quoted by FL Blue.

Given all of this, I have asked Gehring Group to go back to UnitedHealthcare and seek their best and final offer, which we hope to have before your Board meeting. Pending the outcome of UnitedHealthcare's best and final offer, we may once again request the Gehring Group conduct a Request for Proposals (RFP) for our medical insurance.

Loxahatchee River District
Medical Insurance Renewal Evaluation
Effective Date: January 1, 2020

SCHEDULE OF BENEFITS	Current		Renewal	
	UnitedHealthcare		UnitedHealthcare	
	AQOZ		AQOZ	
	In Network	Out of Network	In Network	Out of Network
Plan Basics	Choice Plus		Choice Plus	
Network Name				
Calendar Year Deductible				
Single	\$500	\$1,000	\$500	\$1,000
Family	\$1,000	\$2,000	\$1,000	\$2,000
Out of Pocket CYM				
Single	\$2,500	\$5,000	\$2,500	\$5,000
Family	\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance (Member Pays)	20%	40%	20%	40%
Physician Services				
Primary Care Physician	\$20	40% after CYD	\$20	40% after CYD
Specialist	\$20	40% after CYD	\$20	40% after CYD
Preventive Care	No Charge	40% after CYD	No Charge	40% after CYD
Urgent Care	\$50	40% after CYD	\$50	40% after CYD
Hospital Services				
Inpatient Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD
Outpatient Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD
Emergency Room	\$250	\$250	\$250	\$250
Pharmacy Plan				
Tier 1 / Generic	\$10	\$10	\$10	\$10
Tier 2 / Preferred Brand	\$50	\$50	\$50	\$50
Tier 3 / Non Preferred Brand	\$80	\$80	\$80	\$80
Mail Order Copay	2.5x Retail Copay	N/A	2.5x Retail Copay	N/A
Rates				
Employee 31	\$646.84		\$834.42	
Employee + Spouse 23	\$1,552.18		\$2,002.30	
Employee + Child(ren) 7	\$1,095.92		\$1,413.73	
Family 17	\$2,083.10		\$2,687.19	
Monthly Premium 78	\$98,836		\$127,498	
Annual Premium	\$1,186,036		\$1,529,979	
\$ Increase	N/A		\$343,943	
% Increase	N/A		29.0%	

Loxahatchee River District
Dental Insurance Renewal Evaluation
Effective Date: January 1, 2020

SCHEDULE OF BENEFITS	Current		Renewal	
	United Concordia		United Concordia	
	PPO Alliance		PPO Alliance	
	In Network	Out of Network	In Network	Out of Network
Deductible				
Annual Benefit Maximum	\$1,000		\$1,000	
Single	\$50	\$50	\$50	\$50
Family Aggregate	\$150	\$150	\$150	\$150
Ded. Waived for Preventive Services?	Yes	Yes	Yes	Yes
Benefits				
Preventative	100%	100%	100%	100%
Basic	100%	80%	100%	80%
Major	60%	50%	60%	50%
Child Orthodontia	50%	50%	50%	50%
Orthodontia - Lifetime Max	\$1,000		\$1,000	
Periodontics and Endodontics	Basic		Basic	
Out of Network Benefits Payable	90th Percentile		90th Percentile	
Rate Guarantee	Expires 12/31/2019		12 Months	
Employee 30	\$27.43		\$28.25	
Employee + Spouse 21	\$54.47		\$56.10	
Employee + Child(ren) 8	\$56.84		\$58.55	
Employee + Family 19	\$92.68		\$95.46	
Monthly Premium: 78	\$4,182		\$4,308	
Annual Premium:	\$50,189		\$51,693	
\$ Increase:	N/A		\$1,504	
% Increase:	N/A		3.0%	

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: OCTOBER 4, 2019
SUBJECT: DEP GRANT AGREEMENT (LPA0033) – SEPTIC SYSTEM ABANDONMENT

Last year, I submitted a Septic System Abandonment grant proposal to the Loxahatchee River Preservation Initiative (LRPI) seeking \$693,000 in grant funding for homes in Whispering Trails and New Palm Beach Heights. This project was the #3 ranked LRPI project. In the past legislative session, the legislature awarded \$700,000 in funding to LRPI projects, including \$270,000 for our Septic System Abandonment project.

The Department of Environmental Protection has drafted their Standard Grant Agreement for our Septic System Abandonment project, and it is attached on the following pages. In short, the agreement provides a connection fee credit of \$1,250 for properties in Whispering Trails (n=181) and New Palm Beach Heights (n=35). One hundred percent of the grant funds will accrue to the benefit of the affected properties (i.e., \$1,250 for each of the 216 affected properties). To receive the grant funds, affected properties must pay the balance of their connection fee (minus the anticipated grant funds) and connect their home to the available sewer service within one year of the sewer system being deemed available.

I have reviewed the Agreement and recommend approval. Mr. Shenkman has reviewed the agreement and found it to be legally sufficient.

I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD authorize the Executive Director to execute the DEP Standard Grant Application LPA0033, and, out of the grant funds received, authorizes the Executive Director to apply a \$1,250.00 credit towards the connection fee timely paid according to Rule 31-10 for each of the 216 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): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____
(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____

(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager	Grantee's Grant Manager
Name: _____	Name: _____
_____ or successor	_____ or successor
Address: _____	Address: _____
_____	_____
_____	_____
Phone: _____	Phone: _____
_____	_____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input 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 type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<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.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

DWRA Additional Signatures

Arlene Acevedo, DEP Grant Manager

Sandra 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 of 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.

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 knowingly 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 requests 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 the Department's 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:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- 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 to 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. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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 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

Attachment 1

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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.

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 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 Grantee 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 is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

Attachment 1

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- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is 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., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on 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. 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 guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department 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. LPA0033**

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 Palm Beach County Loxahatchee River Preservation Initiative- Loxahatchee River Control District Septic System Abandonment 2019-2020. 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, 2019 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input 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. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. 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 liability coverage 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 Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Palm Beach County Loxahatchee River Preservation Initiative - Septic System Abandonment 2019-2020.

PROJECT LOCATION: The Project will be located within Whispering Trails and New Palm Beach Heights neighborhoods, which are located in northern Palm Beach County; Lat/Long (26.9613, -80.1305 and 26.8791, -80.0574, respectively).

PROJECT BACKGROUND: The Project will result in approximately 216 homes converting from septic systems to the Loxahatchee River District's regional sewer system. These homes generate approximately 15.75 million gallons of wastewater per year, which is treated at each house in an on-site septic system and discharged to the local groundwater. Segments of the Loxahatchee River have been identified as impaired and a Reasonable Assurance Plan is being implemented. Connecting these homes to central sewer will stop their minimally treated wastewater from entering the groundwater and ultimately the surface waters of the Loxahatchee River and surrounding waters.

PROJECT DESCRIPTION: The Loxahatchee River Environmental Control District (Grantee) is currently constructing sewers to serve approximately 181 properties in Whispering Trails and 35 properties in New Palm Beach Heights. Once sewer infrastructure has been released for service by the Palm Beach County Health Department, home owners will be required to (1) abandon their existing septic system, (2) connect to the newly available sanitary sewer service, and (3) pay the wastewater treatment facility capacity cost (i.e., sewer connection fee). The Grantee will inspect septic tank abandonment and connection to the sewer service as well as confirm the sewer connection fee was paid. Grant funds will be used to offset financial impacts of abandoning septic systems and connecting to the regional sanitary sewer system in the form of a credit on the sewer connection fee for each of the 181 properties in Whispering Trails and 35 properties in New Palm Beach Height that abandon their septic system and connect to the regional sanitary sewer system within one year of the sewer system being deemed available by the Health Department.

TASKS:

Task 1: Connection to Central Sewer

Deliverables: The Grantee will connect approximately 216 single family residences to a central sanitary sewer system for wastewater treatment by Palm Beach County Health Department facility.

Documentation: The Grantee will submit (1) a letter from the Palm Beach County Health Department releasing the Whispering Trails and New Palm Beach Heights sewer systems for service, and (2) a table showing the property address, property control number, LRD customer number, the original connection fee per LRD Rule Chapter 31-10, certifying the amount of the LRPI grant credit applied towards the connection fee, the remaining connection fee balance, and certifying the existing home has been connected to the regional sanitary sewer service and their septic tank has been abandoned. (3) The Grantee will submit a signed acceptance of the completed work to date by the Grantee, a list of addresses and types of the properties connected, and proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber or a utility contractor or building contractor; or a certification by a Licensed Professional Engineer.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, 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 documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Connection to Central Sewer	Contractual Services	\$270,000	07/01/2019	6/30/2021
Total:			\$270,000		

**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
(State and Federal Financial Assistance)**

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 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, 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 (CFO) 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 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 in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the 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(8), 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 (for fiscal year ending June 30, 2017, and thereafter), 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 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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/>

2. 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 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:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. 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 Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. 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 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and 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:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$270,000	140047
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$270,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

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>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.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

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LPA0033 and accurately reflects the activities associated with the project.

Date _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Exhibit C

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

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: Albrey Arrington, Ph.D.
DATE: October 9, 2019
SUBJECT: Resolution No. 2019-13 in Support of the Loxahatchee River Pollution Reduction (4e) Plan

As we have discussed in previous Board meetings, District staff have been actively engaged in the Pollution Reduction Plan (Plan) formulation for water quality improvements in the Loxahatchee River in collaboration with the Florida Department of Environmental Protection (FDEP) and the other members of the Loxahatchee River Management Coordinating Council. A component of the Plan is a listing of pollution reduction projects by each agency completed or planned between 2008 and 2020. We are seeking your approval of attached Resolution No. 2019-13 that memorializes the District's commitment to completing the projects listed in the Plan.

The District's Neighborhood Sewering projects completed since 2008 have resulted in the elimination of over 9,000 pounds per year of Total Nitrogen entering surface waters within the Plan boundary. Three of the sewer conversion projects listed in the Plan are presently under construction, or soon to begin construction, including Whispering Trails, Imperial Woods and Island Country Estates. Because these projects are not yet complete, but their benefits are quantified within Plan calculations, FDEP desires the District to commit to completing these projects. The attached Resolution provides assurances to FDEP and the Environmental Protection Agency (EPA) that the District will complete these projects and the river will benefit from the projected pollution reductions. Given the District's past success completing sewer projects, we believe this is a reasonable commitment for these three projects.

If you approve the attached resolution, we will transmit it to FDEP – showing our official commitment to complete these projects. This sets a good example for other agencies participating in the Plan effort and strengthens the Plan for DEP review and approval. We appreciate your consideration and commitment to the District's water quality improvements in the Loxahatchee River. As such we offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve Resolution 2019-13 memorializing the District's commitment to completing the Whispering Trails, Imperial Woods and Island Country Estates neighborhood sewer conversion projects in support of the Pollution Reduction Plan for the Loxahatchee River."

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Loxahatchee River Environmental Control District
Resolution No. 2019-13

WHEREAS, The Loxahatchee River Environmental Control District (District) has a long history and ongoing commitment to pollution reduction for the Loxahatchee River through its neighborhood sewer conversion projects; and

WHEREAS, this commitment to pollution reduction aligns with similar goals of the Florida Department of Environmental Protection, through the development of the Pollutant Reduction Plan (Plan) for the Loxahatchee River titled *Loxahatchee River Pollutant Reduction Plan*; and

WHEREAS, contained in that Plan is the pollution reduction calculation from these incomplete and planned neighborhood sewer projects: Whispering Trails, Imperial Woods, and Island Country Estates; and

WHEREAS, the financial resources necessary to conduct and complete these projects are provided within the District's FY2020 budget.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the District is committed to completing neighborhood sewerage projects within Whispering Trails, Imperial Woods, and Island Country Estates in a timely manner and in support of pollution reduction goals as defined in the *Loxahatchee River Pollutant Reduction Plan*.

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 17th day of October, 2019.

Dr. Matt Rostock, Chairman

Vote: _____

Stephen Rockoff, Vice Chairman

Vote: _____

Gordon Boggie, Treasurer

Vote: _____

Harvey Silverman, Secretary

Vote: _____

James Snyder, Assistant Secretary/Treasurer

Vote: _____

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, Ph.D.
DATE: OCTOBER 9, 2019
SUBJECT: PERSONNEL POLICIES & PROCEDURES UPDATE

The District's Personnel Policies & Procedures manual is a summary of the policies, procedures, and practices that are binding upon Loxahatchee River District and District personnel. Our Personnel Policies & Procedures manual is generally brought to the Governing Board for a comprehensive review every two years. Additionally, staff present suggested revisions on an as needed basis. The policy was last approved by the Governing Board on June 27, 2019. Thus, this is a 'minor' revision to the policy document.

Staff propose the following revisions:

- Section 2.8B Exempt Employee Disaster Compensation has been completely deleted with necessary components moved to Section 3.13 Emergency Pay.
- Section 3.10.A Cost of Living has been revised to stipulate that employees whose actual pay rate exceeds the maximum for their paygrade will not receive a Cost of Living adjustment.
- Section 3.13 Emergency Pay is a new section that attempts to clearly explain how the District pays employees through a Declared Emergency Period. This can be quite complex given the diversity of shifts and schedules of our workers; therefore, we have offered several examples to help staff clearly understand what is being said.
- Section 4.2 Sick Time Benefit has been revised to remove the 5-day limit for use of sick time to care for injured or sick household family members and to clarify requirements to written documentation.
- Section 4.6 Jury Duty has been revised to stipulate that the District will pay an employee while they are serving as a juror. The two-week limit for Jury Duty Pay has been removed.
- Section 4.7 Witness Duty has been revised to stipulate that the District will pay an employee while they are serving as a subpoenaed witness.
- Section 6.14 District Uniform & Personal Appearance has been revised to reference the District's Uniform Procedures.
- Section 7.11 Death has been revised to clarify that upon death of an employee, the employee will be treated as if (s)he voluntarily resigned with appropriate notice, which affects the payout of benefits.

Staff also are drafting proposed revisions to Workers Compensation Policy to provide supplemental pay and a Military Differential Pay Policy. These revisions are not yet ready for your review and approval.

On the following pages you can review the proposed revisions to our Personnel Policies & Procedures manual; proposed changes are shown using Track Changes (strikeout and underline). I believe these revisions improve our policies. The suggested revisions were reviewed and approved by Lara Donlon, a lawyer who specializes in labor and employment law.

Staff request your approval of the following motion:

"THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District's "Personnel Policies & Procedures" as revised with an effective date of October 18, 2019, and authorize the District's Executive Director to update the Personnel Policies & Procedures from time to time, and periodically present it to the Governing Board for ratification and approval."

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Sections with Proposed Revisions:

2.8.B Exempt Employee Disaster Compensation

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

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

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

~~Emergency protective measures include those activities undertaken before, during and following a disaster that are necessary to eliminate or reduce an immediate threat to life, public health, or safety, or to eliminate or reduce an immediate hazard that threatens significant damage to improved public or private property. Examples of such activities include: search and rescue; emergency medical care; emergency mass care and shelter when such cannot be provided by volunteer agencies; security in the disaster area to include the alerting of public dangers by setting up barricades or other warning devices; provision of food, water, ice, and other essential needs at central distribution points for local citizens; provision of temporary facilities such as temporary bridges or road detours for essential community services; and removal of health and safety hazards.~~

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

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

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

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

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

~~workweek for which a state of emergency exists shall result in the eligible employee forfeiting such extra compensation.~~

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

~~Exempt employees engaged in emergency preparations, response, or recovery not meeting the guidelines of Disaster Compensation, may be authorize by the Executive Director to receive additional recognition in the form of additional specialty pay or paid time off.~~

3.10.A Cost of Living

Each year the Executive Director will work with the Governing Board through the budget process to determine if there will be a Cost of Living adjustment, and if so, the annual cost of living adjustment amount. Generally, the Cost of Living is based upon the June consumer price index (CPI-U) as published by the US Bureau of Labor Statistics, and is applied on October 1 at 12:01 am. Anyone whose actual pay rate exceeds the maximum for their paygrade shall not receive a Cost of Living adjustment.

3.13 Emergency Pay Procedures

The District Executive Director or his designee shall have the authority to declare an emergency for the District. The Executive Director or his designee will determine when to close and reopen District offices; this is determined to be the Declared Emergency Period. During the Declared Emergency Period, all normal District activities shall cease. During this period, employees should regularly contact their applicable department Director for information and instructions, and, when directed, report back to work.

During a Declared Emergency Period Non-Essential Personnel who are regularly scheduled to work may be relieved of duty. Essential Personnel, employees whose absence would jeopardize the continuation of essential functions or those positions deemed essential by the District, will be directed by their Supervisor to work before, during, and/or after a declared emergency. They are required to perform duties assigned by their supervisor or Director that may not be consistent with normal responsibilities or work schedules.

During a Declared Emergency, paid time off (PTO) may be cancelled at the discretion of a District Director. If an Essential Employee is already on vacation or using PTO when the emergency is declared, the Essential Employee must make every effort to check with his or her Director for further instructions and may be required to report back to work. The Executive Director or his designee will determine actual lockdown hours for purposes of this procedure.

While all possibilities and occurrences due to curfews, traffic bans, etc., that occur during an emergency or natural disaster cannot be predicted or listed, a number of basic foreseen pay possibilities are set forth below:

- The District will compensate all employees straight time for the hours they were otherwise scheduled to work during the Declared Emergency Period. This pay will be classified as Administrative Pay. Administrative Pay is an authorized leave of absence, with pay, issued to replace regularly scheduled hours during official District building closures. Administrative Pay will not be paid for normal scheduled days off during the Declared Emergency Period. Administrative Pay is not charged against an employee's earned leave. Administrative Pay counts as time worked for the computation of Overtime. Night Shift Differential is not eligible for Administrative Pay.
- Employees who are on approved leave (Vacation, Sick, Workers Compensation, Family Medical Leave, etc.) during a Declared Emergency Period will not have their leave changed to

Administrative Pay unless the employee physically works during the Declared Emergency Period or the approved leave is cancelled no later than the beginning of the Declared Emergency Pay Period. Approved sick leave for appointments that are cancelled at the request of a provider during the Declared Emergency Period will not be charged to the employee's balance and will be replaced with Administrative Pay. There will be no other change in pre-approved leave status unless approved by the Executive Director.

- Extraordinary pay may be earned when a District employee is required to work and or remain on duty to provide essential services during a Declared Emergency Period. Extraordinary Pay shall be calculated at time and one-half percent per hour worked under these circumstances. Extraordinary Pay does not count as time worked for the computation of Overtime. Extraordinary pay is not subject to Night Shift Differential. All hours worked by employees during the Declared Emergency Period will be compensated in the form of Extraordinary Pay. No compensatory time will be allowed or reported.
- If a District observed holiday falls during the Declared Emergency Period, Holiday Pay will be paid in accordance with the District's policies. Employees will not receive Administrative Pay on a District observed holiday. Notwithstanding, employees whose job description requires them to work on holidays will receive both Administrative Pay and Holiday Pay during a Declared Emergency Period. Furthermore, employees whose job description requires them to work on holidays and who actually work on a holiday during a Declared Emergency Period will receive Extraordinary pay, Administrative Pay, and their Holiday pay will be converted to Vacation time.
- Employees recently hired who are scheduled to start on a date when the District is closed due to a Declared Emergency will be paid consistent with their offer letter and as with other staff.
- Part-time employees and interns will only be paid for hours worked during a Declared Emergency Period.
- On-Call Pay will be cancelled for all Plant and WildPine Lab personnel during the Declared Emergency Period, i.e., when Plant Essential Staff are required to be on-site, and will resume when Plant Essential Staff are released from duty. On-Call Pay for Field personnel will be cancelled while sustained winds are 35 miles per hour or greater.
- If an employee is classified as Essential Personnel by their Director and that employee is unable to work during the Declared Emergency Period, the employee will be required to use leave time as appropriate. If all leave is exhausted, the employee will not be paid for the non-worked time.
- Exempt employees who are designated as Essential Personnel do not receive overtime or Extraordinary Pay for work performed during the Declared Emergency. However, there may be instances where it is deemed appropriate to approve some amount of additional pay or paid time off to Exempt Essential Personnel; this determination is at the discretion of the Executive Director.
- Exempt employees who are scheduled to work but are not required to work during the Declared Emergency may be released from duty and shall be paid their regular pay for the Declared Emergency Period and for the remainder of the work week in which the emergency was declared. Thereafter, exempt employees will be paid their regular salary during the following work week(s), if the Declared Emergency Period continues.
- In anticipation of a forecasted emergency or disaster, employees may request to use their accrued leave time, as appropriate, in order to secure their families and/or personal properties. Such employees will not be granted Administrative Pay, unless otherwise approved by the Executive Director or his designee.

- If employees are unable to travel to their office due to the effects of a Declared Emergency, and the Declared Emergency Period has ended, such employees shall not be granted Administrative Pay, unless otherwise approved by the Executive Director or his designee. Such employees may request to use available leave, as appropriate, to cover absence(s) from work.

4.2 Sick Time Benefit

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

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

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

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

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

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

~~Employees who use sick leave in excess of three (3) consecutive working days must be accompanied by a physician's certificate upon return to work. The reasons for such absence, the dates the employee or family member was under the physician's care, and the day on which the employee was able to return to work shall be required and submitted for approval through Human Resources.~~

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

Sick time benefits may be used if the employee has more than 5 days accumulated, to supplement any payments that an employee is eligible to receive from workers' compensation or long-term disability

insurance programs. The combination of any such disability payments and sick time benefits cannot exceed the employee's normal weekly earnings.

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

4.6 Jury Duty

The District supports employees who are fulfilling their civic duty and obligations as jurors. Employees summoned to serve on a jury will be compensated by the District for the hours they were otherwise scheduled to work but could not work because of their service as a juror. This pay will be classified as Jury Duty Pay. Any money given to you by the court for serving on the Jury is yours to keep. ~~Employees are allowed to take up to two weeks of paid jury duty over any one year period. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If an employee is required to serve jury duty beyond the period of paid jury duty time off, he/she may use any available vacation time or may request unpaid time off for the remainder of the jury duty. Employees are expected to report for work whenever the court schedule permits.~~

Upon receipt of the notice to serve jury duty, the employee should immediately notify employee's supervisor, as well as Human Resources. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes. ~~In order to be paid for jury service, you must follow the schedule below. Subject to the terms, conditions and limitations of the applicable plans, the District will continue to provide health insurance benefits for the full term of the jury duty absence, and the employee will continue to be responsible to pay their employee insurance contribution. Benefit accruals, such as vacation and sick will be suspended during unpaid jury duty and will resume upon return to active employment.~~

Jury Duty Time Off

Normal Shift 8-5 M-F:

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

Day Shift Employee:

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

Night Shift Employee:

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

4.7 Witness Duty

The District encourages employees to appear in court for witness duty when subpoenaed to do so. ~~Employees subpoenaed to appear as a witness in court will be compensated by the District for the hours they were otherwise scheduled to work but could not work because of their service as a subpoenaed witness. This pay will be classified as Witness Duty Pay. A District employee will not be paid for witness duty when (s)he is party to the action. If an employee has been subpoenaed or otherwise requested to testify as a witness by the District, or other parties related to District business, the employee will receive paid time off for the entire period of witness duty.~~ Upon being excused from witness duty, the employee is expected to return to work at the District.

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

The subpoena should be copied and given to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Benefits accruals, such as vacation and sick time will be suspended during unpaid witness duty and will resume upon return to active employment.

6.14 Personal Appearance

Personal appearance contributes to the image that our customers, visitors, co-workers etc. have of us and it is important that our appearance reflects the culture of the District. The District will supply uniforms ~~as specified in the District's Uniform Procedures. Please reference the District's Uniform Policy for complete guidance for your appropriate work attire.~~

7.11 Death

In the event of the death of an employee, the last date of employment shall be the date of death, ~~and the employee will be treated as if (s)he voluntarily resigned with appropriate notice.~~ Any wages or travel expenses due through the date of death shall be payable to the wife or husband of the employee. If there is no spouse, then such amounts are paid to the child or children, provided the child or children are over the age of 18 years. If there is no child or children, then such amounts are payable to the father or mother. If there is no father or mother, such amounts shall be payable to the estate of the employee. For purposes of calculating the payment of wages due, the District shall also make payment on any accrued and unused vacation and sick time in accordance with those policies in effect on the date of death.

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., Deputy Executive Director/Director of Engineering Services

DATE: October 9, 2019

SUBJECT: Authorize Piggy-Back Contract for Main Lining Services

As part of the District's rehabilitation and replacement program we routinely use lining services which install a structural pipe liner within the existing gravity mains. This contract will allow for these lining services in the collection systems for Lift Stations 057 and 058 and the Brentwood/Weldwood neighborhoods. This work is a budgeted in FY2020 for \$435,000.

We recommend that the District "piggy-back" on a contract awarded by the City of Plantation to Granite Inliner, Inc. (ITB No. 041-14) (Granite Inliner is formerly known as Layne Inliner, LLC) to perform this work in accordance with their quotes dated September 12, 2019, as summarized below.

Lift Station 057 Collection System	\$79,180.00
Lift Station 058 Collection System	\$127,792.00
<u>Brentwood/Weldwood</u>	<u>\$133,068.00</u>
Total	\$340,040.00

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the "piggyback" of the City of Plantation Contract with Granite Inliner ITB 041-14 for main line rehabilitation services in the amount of \$340,040.00."

and

"THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$35,000.00."

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

PROPOSAL

DATE: September 12, 2019

SUBMITTED TO: Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Attn: Mr. Joseph Jesteadt

PROJECT: Pipe Lining - **GIS Map LS#57**
City of Plantation Contract - ITB No. 041-14; Gravity Sewer Mains Rehab-Term Contract

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Seventy nine thousand one hundred eighty dollars and 00/100 (\$79,180.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30)-days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

Item	DESCRIPTION	Qty	Unit	Price	Total
1-1	8-inch x 6.0 mm CIPP	2,160	LF	\$ 28.50	\$ 61,560.00
1-10	Lateral Reinstatement	26	EA	\$ 500.00	\$ 13,000.00
1-13	Clean/TV 8-inch thru 10-inch	2,160	LF	\$ 2.00	\$ 4,320.00
1-20	Traffic Control - daily charge for arrow board	2	Day	\$ 100.00	\$ 200.00
1-21	Traffic Control - daily charge for each barricade	100	EA	\$ 1.00	\$ 100.00
				Total	\$ 79,180.00

NOTES:

1. Proposal based on pricing contained in contract between Granite Inliner, LLC and the City of Plantation, Contract - ITB No. 041-14.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. Water provided for construction activities.
4. Unit price proposal, our Invoice and its payment shall be based on actual field measurements from center of structures.
5. This proposal is subject to pre-TV inspection by Granite Inliner, LLC indicating that line conditions are acceptable for the installation of the Inliner product / and the rehabilitation process.
6. The work and the prices quoted, do not include items not identified on the proposal. Point repairs, dewatering, bypass pumping or police officer pay is not anticipated or quoted.

Signature: _____

John Rinehart
John Rinehart, Area Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Authorized Signature: _____

Granite Inliner
 Job#: TBD
 Name: Loxahatchee
 Gravity Pipe Lining Repairs
 Date: 9/12/19

													Field to Complete														Misses and location footage), defects in line, Laterals not open, location of manhole in easement, shared information			
Item #	Req.	Size	mm	PS#	US MH	DS MH	Inv	Easement	Client Est. Lat	Client Est. MH Lat	Client Measure	Size Distribution			Pre-CCTV Footage	Lat. CCTV	Install Date	Layne Measure	Full Cut Brush			Grout and Mud Manholes				Final Tape		Comments		
												6"	10"	15"					CL	MH	TV	Grout	Int	Mud	Int	Date	Int		Date	
LS057 Gravity System Lining																														
1		8	6	57	5	-	7			2		254	254																	
2		8	6	57	7	-	8	1		4		365	365																	
3		8	6	57	6	-	7	1		1		194	194																	
4		8	6	57	28	-	1	1	1	8		418	418																	
5		8	6	57	22	-	30			1	1	155	155																	
6		8	6	57	30	-	23			1		101	101																	
7		8	6	57	19	-	18			7	1	298	298																	
8		8	6	57	18	-	29			2		375	375																MOT required	
Note:		Are some laterals lateral connections lined?						5	1	26	2	2,160	2,160	0	0															
Lateral count looks accurate																														



LS057 Gravity System Lining

PROPOSAL

DATE: September 12, 2019

SUBMITTED TO: Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Attn: Mr. Joseph Jesteadt

PROJECT: Pipe Lining - **GIS Map LS#58**
City of Plantation Contract - ITB No. 041-14; Gravity Sewer Mains Rehab-Term Contract

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:

One hundred twenty seven thousand seven hundred ninety two dollars and 00/100 (\$127,792.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30)-days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

Item	DESCRIPTION	Qty	Unit	Price	Total
1-1	8-inch x 6.0 mm CIPP	3,210	LF	\$ 28.50	\$ 91,485.00
1-7	15-inch x 6.0 mm CIPP	163	EA	\$ 46.00	\$ 7,498.00
1-9	Work in Rear Yard Easements (items 1 thru 8)	2	EA	\$ 1,000.00	\$ 2,000.00
1-10	Lateral Reinstatement	37	EA	\$ 500.00	\$ 18,500.00
1-13	Clean/TV 8-inch thru 10-inch	3,210	LF	\$ 2.00	\$ 6,420.00
1-14	Clean/TV 12-inch thru 15-inch	163	LF	\$ 3.00	\$ 489.00
1-15	Work in Rear Yard Easement (items 10-14 & 16-18)	2	EA	\$ 650.00	\$ 1,300.00
1-18	Bypass pumping (8" thru 15")	2	EA	\$ 50.00	\$ 100.00
				Total	\$ 127,792.00

NOTES:

1. Proposal based on pricing contained in contract between Granite Inliner, LLC and the City of Plantation, Contract - ITB No. 041-14.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. Water provided for construction activities.
4. Unit price proposal, our Invoice and its payment shall be based on actual field measurements from center of structures.
5. This proposal is subject to pre-TV inspection by Granite Inliner, LLC indicating that line conditions are acceptable for the installation of the Inliner product / and the rehabilitation process.
6. The work and the prices quoted, do not include items not identified on the proposal. Point repairs, dewatering, bypass pumping or police officer pay is not anticipated or quoted.

Signature: _____

John Rinehart, Area Manager

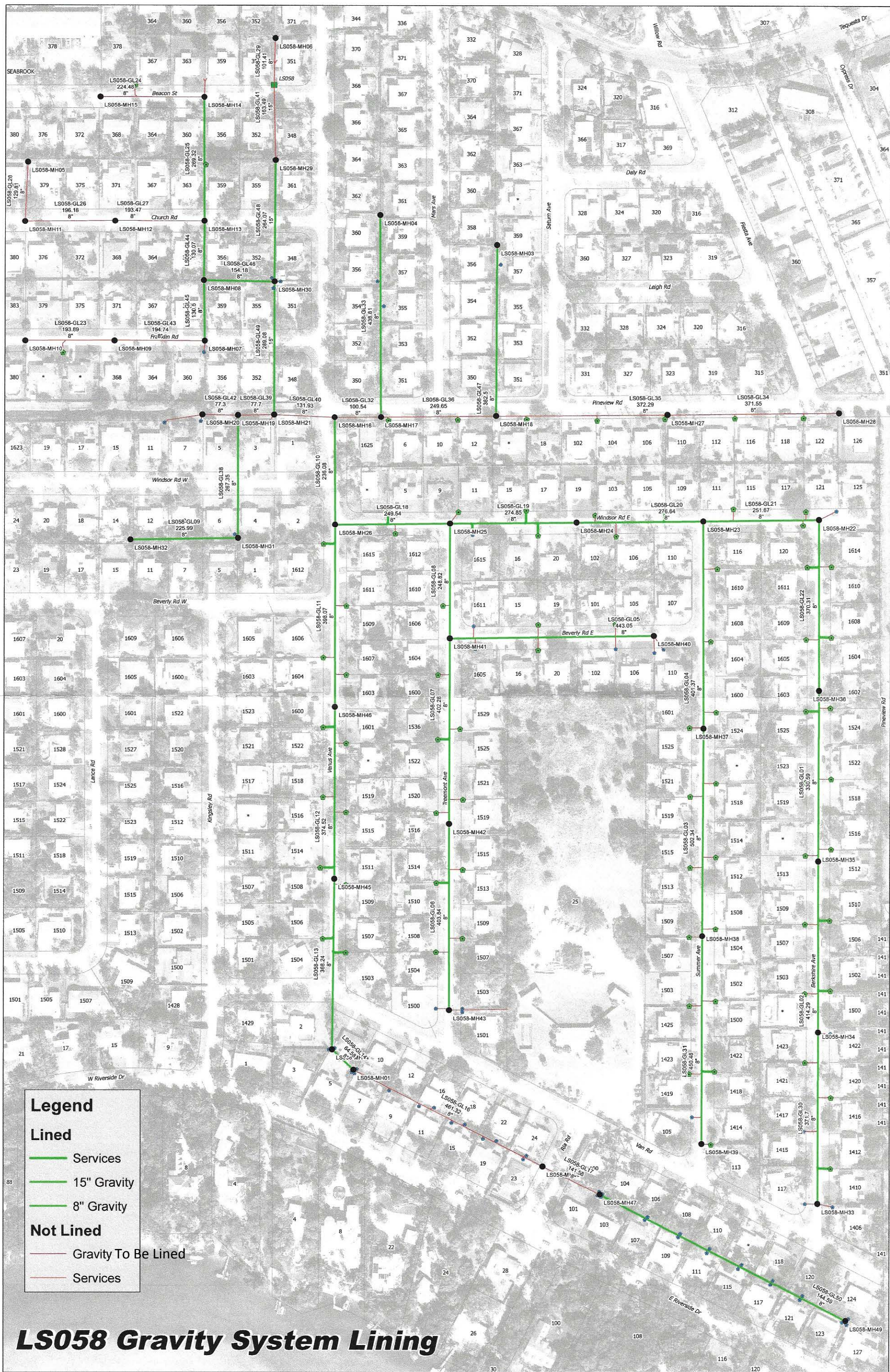
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Authorized Signature: _____

Granite Inliner
 Job#: TBD
 Name: Loxahatchee
 Gravity Pipe Lining Repairs
 Date: 9/12/19

Date: 9/12/19

											Field to Complete															Misses and location footage), defects in line, Laterals not open, location of manhole in easement, shared information					
Item #	Req.	Size mm	PS#	US MH	DS MH	Inv	Easement	Client Est. Lat	Client Est. MH Lat	Client Measure	Size Distribution			Pre-CCTV Footage	Lat. CCTV	Install Date	Layne Measure	Full Cut Brush			Grout and Mud Manholes					Final Tape		Comments			
											8"	10"	15"					CL	MH	TV	Grout	Int	Mud	Int	Date	Int	Date				
LS058 Gravity System Lining																															
1		8 6 58	15	-	14	1		1		224	224																				
2		8 6 58	5	-	11	1		1		129	129																				
3		8 6 58	11	-	12	1		2		196	196																				
4		8 6 58	12	-	13			3		193	193																				
5		15 7.5 58	29	-	LS58	1	1	2		163			163																		Bypass needed
6		8 6 58	6	-	LS58	1	1	2		101	101																				
7		8 6 58	10	-	9	1		1		193	193																				
8		8 6 58	9	-	7			2		194	194																				
9		8 6 58	20	-	19	1	1	2	2	77	77																				
10		8 6 58	19	-	21		1	1	1	78	78																				
11		8 6 58	21	-	16			1	1	131	131																				
12		8 6 58	28	-	27	1		4		371	371																				
13		8 6 58	27	-	18			2		372	372																				
14		8 6 58	18	-	17	1		2		249	249																				
15		8 6 58	17	-	16			1		100	100																				
16		8 6 58	47	-	46	1	1	0	4	141	141																				Easment
17		8 6 58	46	-	45			1	10		461	461																			Easment
Note: Lat count not accurate																															
						10	6	37	8	3,373	3,210	0	163																		



PROPOSAL

DATE: September 12, 2019

SUBMITTED TO: Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Attn: Mr. Joseph Jesteadt

PROJECT: Pipe Lining - **GIS Map Bentwood**
City of Plantation Contract - ITB No. 041-14; Gravity Sewer Mains Rehab-Term Contract

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
One hundred thirty three thousand sixty eight dollars and 00/100 (\$133,068.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30)-days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

Item	DESCRIPTION	Qty	Unit	Price	Total
1-3	10-inch x 6.0 mm CIPP	3,274	EA	\$ 30.00	\$ 98,220.00
1-10	Lateral Reinstatement	56	EA	\$ 500.00	\$ 28,000.00
1-13	Clean/TV 8-inch thru 10-inch	3,274	LF	\$ 2.00	\$ 6,548.00
1-20	Traffic Control - daily charge for arrow board	2	Day	\$ 100.00	\$ 200.00
1-21	Traffic Control - daily charge for each barricade	100	EA	\$ 1.00	\$ 100.00
				Total	\$ 133,068.00

NOTES:

1. Proposal based on pricing contained in contract between Granite Inliner, LLC and the City of Plantation, Contract - ITB No. 041-14.
2. Inliner to be installed as per ASTM & manufacturer's specifications.
3. Water provided for construction activities.
4. Unit price proposal, our Invoice and its payment shall be based on actual field measurements from center of structures.
5. This proposal is subject to pre-TV inspection by Granite Inliner, LLC indicating that line conditions are acceptable for the installation of the Inliner product / and the rehabilitation process.
6. The work and the prices quoted, do not include items not identified on the proposal. Point repairs, dewatering, bypass pumping or police officer pay is not anticipated or quoted.

Signature: _____

John Rinehart, Area Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Authorized Signature: _____

Granite Inliner
 Job#: TBD
 Name: Loxahatchee
 Gravity Pipe Lining Repairs
 Date: 9/12/19

Date: 9/12/19

													Field to Complete														Misses and location footage), defects in line, Laterals not open, location of manhole in easement, shared information					
Item #	Req	Size	mm	PS#	US MH	DS MH	Inv	Easement	Client Est. Lat	Client Est. MH Lat	Client Measure	Size Distribution			Pre-CCTV Footage	Lat. CCTV	Install Date	Layne Measure	Full Cut Brush			Grout and Mud Manholes					Final Tape		Comments			
												8"	10"	15"					CL	MH	TV	Grout	Int	Mud	Int	Date	Int	Date				
Brentwood Gravity System Lining																																
1		10	6	1	204	-	1	1		0	0	47		47																		
2		10	6	1	1	-	2			2	2	293		293																		
3		10	6	1	2	-	3			3	1	292		292																		
4		10	6	1	3	-	4		1		1	2	253		253																	
5		10	6	1	4	-	56			8	0	318		318																		
6		10	6	1	56	-	55	1			11	0	391		391																	
7		10	6	1	55	-	54				7	0	316		316																	
8		10	6	1	57	-	58		1		9	0	269		269																	
9		10	6	1	58	-	59				9	0	242		242																	
10		10	6	1	148	-	148	1			4	0	293		293																	
11		10	6	1	148	-	151				0	0	100		100																	
12		10	6	1	185	-	152		1		0	0	118		118																	
13		10	6	1	152	-	151				2	0	342		342																	
Note: Lateral count looks accurate								6		0	56	5	3,274	0	3,274	0																
MOT required for MH#185																																

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., Deputy Executive Director/Director of Engineering Services

DATE: October 9, 2019

SUBJECT: Authorize Contract Renewal for Engineering Services – Baxter and Woodman, Inc.

On February 4, 2015 the Loxahatchee River Environmental Control District Entered into a Continuing Contract for Professional Engineering Services for collection, transmission and reuse projects with Baxter and Woodman, Inc.. The contract provided an initial 3 year period with an option for 2 additional 2 year renewal terms. We are requesting Board authorization for the second and final renewal term of 2 years, from February 4, 2020 to February 4, 2022.

Baxter and Woodman, Inc.'s performance under the continuing services contract has been satisfactory and they are currently providing engineering services on the Alternate A1A 16" Force Main Extension, Master Lift Station 1 Rehabilitation, Whispering Trails Gravity Sewer System, Jupiter Farms Elementary Sanitary Sewer System and IQ518 Chlorine Study.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the second and final renewal term of the Continuing Contract for Professional Engineering Services with Baxter and Woodman, Inc.”

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

October 8, 2019

Mr. Kris Dean, P.E.
Deputy Executive Director/Director of Engineering Services
Loxahatchee River Environmental Control District
2500 Jupiter Park Dr.
Jupiter, FL 33458

**Subject: *Continuing Contract for Professional Engineering Services – Renewal
Contract Standard Rate Adjustment***

Dear Kris,

Please accept this as a request for the two-year renewal of our general engineering services contract for the Loxahatchee River Environmental Control District. The term of the prior standard labor rates table was through the end of January 2020. Please find attached our proposed rate table for the term of the contract renewal, February 4, 2020 – February 4, 2022. Note that the hourly billing rate ranges have been adjusted based upon the Consumer Price Index for Miami-Fort Lauderdale for the timeframe August 2016 through August 2019 that represented the term of the prior contract.

We look forward to continuing work with the District and again, thank you for consideration of renewing our contract and rates.

Sincerely,

Baxter & Woodman
Consulting Engineers



Jason Pugsley, P.E.
Vice President /Florida Operations Manager

Enclosures
BW File LRECD

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., Deputy Executive Director/Director of Engineering Services

DATE: October 9, 2019

SUBJECT: Authorize Contract Renewal for Engineering Services – Holtz Consulting Engineers, Inc.

On February 4, 2015 the Loxahatchee River Environmental Control District Entered into a Continuing Contract for Professional Engineering Services for collection, transmission and reuse projects with Holtz Consulting Engineers, Inc.. The contract provided an initial 3 year period with an option for 2 additional 2 year renewal terms. We are requesting Board authorization for the second and final renewal term of 2 years, from February 4, 2020 to February 4, 2022.

Holtz Consulting Engineers, Inc.'s performance under the continuing services contract has been satisfactory and they are currently providing engineering services on Imperial Woods Low Pressure Sewer System, Island Country Estates Low Pressure Sewer System, Lift Station 082 Conversion, Lift Station 082 Hydraulic Modeling.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the second and final renewal term of the Continuing Contract for Professional Engineering Services with Holtz Consulting Engineers, Inc.”

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



HOLTZ CONSULTING ENGINEERS, INC

October 3, 2019

Mr. Kris Dean, PE
Deputy Executive Director/Director of Engineering
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

Subject: Holtz Consulting Engineers, Inc.
Continuing Contract for Professional Engineering Services

Dear Mr. Dean,

Holtz Consulting Engineers, Inc. (HCE) has appreciated the opportunity to work with the Loxahatchee River District for the past five years. The first extension of our Continuing Contract for Professional Engineering Services expires on February 4, 2020, and we respectfully request an extension of the contract for an additional two years as provided for in our agreement. The amended contract completion date with the extension would be February 4, 2022.

We have thoroughly enjoyed working with the District on numerous successful projects over the past five years and we look forward to the opportunity to work on more successful projects together over the upcoming two years. We appreciate your assistance with this request. If you need anything additional, please feel free to contact me at (561) 575-2005.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink that reads 'David Holtz'.

David Holtz, PE
Vice President

Cc: Christine Miranda, HCE

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Construction Started - October 2018	2017	2017
16	Limestone Creek Road-West	71	Notified Owners – January 2013	2018	2020
16	181 st St N Gravity	11	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2018
20	New Palm Beach Heights	35	Notified Owners – January 2016 Notice of Intent to Assess – October 2018 Notified to Connect – October 2019	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

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Start Date
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Notified to Connect – February 2016 Variance requested – May 2016	2012	2020
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Survey - 2018	2016	2018
	18870+18890 SE Country Club Dr, Cove Pt	3	Notified Owner – April + Aug 2017 Design started – August 2017	2018	2019
	US Highway 1 (13440-13500)	3	Notified Owners – August 2017	2019	2019
	Admiral's Cove West Guard House	1	Communicated with Engineer - July 2016	2019	2019
	Thelma Ave. LPSS	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019	2020	2020
EE	Hobart St SE (Martin Co.)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2020
	197 th PI N	3	Notified Owners – April 2019		2020

Private Road Areas – Page 2

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start 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-Easements Solicited –May 2014 Notice of Intent – February 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	2014	AEO
CC	66 th Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	2017
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Notice of Intent to Assess – September 2017 Notified to Connect – August 2019	2016	2018
FF	Rolling Hills	50	Notified Owners – January 2013 Private HOA Notice of Intent to Assess – October 2019	2017	2020
FF	Gardiner Lane	1	Notified Owner – July 2013 Private Road Notice of Intent to Assess – October 2019	2017	2019
FF	North A1A	3	Postponed-Town activities in area	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	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 2018 Engineering Award – September 2018	2018	2019
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
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 Working with Jupiter to obtain easement Working with BLM for options to move forward	2019	2020

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

TBD = To be determined

AEO = As easements are obtained

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney

CURTIS SHENKMAN, P.A.

123 SUNSET BAY DRIVE
PALM BEACH GARDENS, FLORIDA 33418
TELEPHONE (561) 543-4080
Curtis@PalmBeachLawyer.Law

LEGAL ASSISTANTS

REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

October 10, 2019

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to DHenderson)
2500 Jupiter Park Drive
Jupiter, FL 33458

RE: PENDING LITIGATION STATUS REPORT

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record. 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,

CURTIS L. SHENKMAN

CURTIS L. SHENKMAN

Attachments

OTHER LITIGATION

NONE

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE

MEMORANDUM

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

COPY: Kris Dean / Loxahatchee River District
Tony Campbell / Loxahatchee River District

FROM: Albert Muniz / Hazen and Sawyer

DATE: October 8, 2019

FILE: 42009-034

SUBJECT: Loxahatchee River District
Engineer's Monthly Status Report through September 30, 2019

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.

- Hazen has submitted task orders for an odor control study and an evaluation of Green Gas Emissions. The Green Gas Emissions Task Order was approved by staff and work is anticipated to commence in October. Staff is reviewing the Odor Control Task Order
- A Task Order for evaluation of standby power generation options is being considered by LRD staff
- Hazen is routinely communicating with LRD staff to discuss plant operations

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:

- Work at related to the deep bed filter is complete
- The filter sampling program to determine the effectiveness of removal of contaminants of emerging concern (CECs) and cryptosporidium/giardia filter has been completed and a final report is being prepared. It is anticipated that this work will be completed by end of October 2019

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



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

MEMORANDUM

To: Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District
From: Christine Miranda, PE, Holtz Consulting Engineers, Inc.
Date: October 10, 2019
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 October 10, 2019. **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.**

Imperial Woods Low Pressure Sewer System

- The Palm Beach County Engineering and Land Development right-of-way permit has been closed out. The root barrier installation plan was received from the arborist on September 27, 2019 and forwarded to the Lazarus Group for their use in securing a subcontractor to perform the work. Within the next week we anticipate receiving a change order from the Lazarus Group for this additional work, and if the amount exceeds the contingency in the contract, will bring the change order for approval to the board for the November 2019 meeting.

Island Country Estates Low Pressure Sewer System

- The bid opening occurred on October 3, 2019. Two bids were received for the project. Upon review of the bids accepted, a recommendation of award to the lowest responsive and responsible bidder, The Lazarus Group Inc., was made in the amount of \$442,777.00.

Lift Station No. 082 Master Plan and Improvements

- The pump information and design operating points for the eleven private lift stations within the Lift Station No. 082 sewer shed is needed in order to complete the hydraulic model. As these are private systems, LRD does not have records. LRD staff has authorized HCE to obtain the data needed from each one of these stations by performing field visits and follow-up correspondence. This information will be obtained by the end of the month and utilized in completing the model. After the model is complete, the design for Lift Station No. 082 can commence and be completed in accordance with the schedule in the agreement.



Loxahatchee River Environmental Control District
Monthly Status Report
October 10, 2019

Submitted To: Kris Dean, P.E, Deputy Executive Director/Director of Engineering

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending October 10, 2019.

Alternate A1A 16-Inch Force Main Extension

B&W continued to coordinate with the U.S. Army Corps of Engineers to address potential impacts to mangrove plants on the south side of the bridge. B&W previously submitted responses to USACOE Request for Information No's. 1 through 3. Contractor previously completed all possible project work. The remaining work includes a 225-ft section of force main south of the Alternate A1A Bridge. During the last monthly period B&W, the District, E.W. Consultants (District's Environmental Permitting Consultant) and USACOE engaged in numerous correspondence to identify an acceptable mitigation strategy. All parties are working to develop a 12-Step Mitigation Plan.

Master Lift Station No. 1 Rehabilitation

The following items were ongoing or completed during the last monthly period:

- Substantial Completion was achieved on July 11, 2019
- Final Completion was required within sixty-five (65) days of Substantial or September 14, 2019 vs. Contract Final Completion date of August 3, 2019
- Civil & Architectural walkthrough completed & Formal Punchlist issued September 10, 2019
- Completion of Punch List items continues
- Final Inspection and Close-out anticipated by October 31, 2019

Whispering Trails Gravity Sewer System

Below is a summary of the ongoing construction activities for the project:

- Sewer system testing is in process (2 weeks anticipated to completion)
- Record Drawing submittal review and approval is in process
- Final lift of asphalt roadway scheduled for placement end of October 2019
- Restoration of disturbed drainage swales is in process
- Restoration of damaged driveway aprons is in process

- Contractor is behind Contract Substantial Completion date of July 18, 2019
- There is a pending time extension (FPL Conflicts & PBC Drainage Repairs), however it's not clear at this point whether or not the extension will be commensurate with the project delay duration

Jupiter Farms Elementary Sanitary Sewer System

Below is a summary of the ongoing activities for the project:

- Horizontal Directional Drilling (HDD) work 100% complete
- Connections between HDD segments 100% complete
- Force main & electrical service conduit on School District property 100% complete
- Pressure testing of the force main commenced on October 7, 2019
- Lift Station wet well renovation complete except for change order work associated with the re-route of the reverse osmosis concentrate piping
- Lift station electrical & controls 90% complete. Waiting on FPL to perform final connections and to set the service meter
- Florida Department of Health – Palm Beach County Certification Pending
- Lift station startup pending
- Contract Substantial Completion is October 19, 2019 (with weather delays)
- The Contractor's progress was recently impacted by defective 4-inch plug valves. The valve issue appears to have been resolved, however the successful completion of formal pressure testing is pending
- Completion of the project by the Contract Substantial Completion date is achievable

Irrigation Quality Pump Station 518 Chlorine Study

Below is a summary of the ongoing activities for the project:

- The preparation and submission of the DRAFT Chlorine Study Report was delayed pending validation of operating data previously provided by District Staff. The DRAFT report is scheduled for submission to the District by October 19, 2019.

Jupiter Inlet Lighthouse Septic to Sewer Conversion – Surveying Services

Below is a summary of the ongoing activities for the project:

- DRAFT survey was submitted to District on September 17, 2019.
- District comments to DRAFT survey pending.



Respectfully Submitted by:

BAXTER & WOODMAN, INC.

A handwritten signature in blue ink, appearing to read "J. Pugsley".

Jason A. Pugsley, P.E.
Vice President / Florida Operations Manager



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At Loxahatchee River District
Quarterly Dashboard - 3rd Quarter 2019



	Education				Animal Care			Financial Operations			Gift Shop	Volunteers	Safety
	General Public Visitors	Visitors Attending Public Programs	In-reach / Out-reach Program Attendance	Education Net Income	Injured Animals Received / Treated	Animals Released	Average Donation per Animal Admitted	General Donation Income	Grants/Major Donor Income	BWS Net Income	Net Income	Hours Logged	OSHA Recorded Incidents
Benchmark	# of People	# of People	# of People		#	%						#	#
Green	> 25,000	> 3500	> 5500	> \$20,000	< 500	≥30%	≥ \$15.00/Animal	> \$25,000	> \$100,000	≥ \$100,000	> \$10,000	> 2000	0
Yellow	> 20,000	≥ 2500	≥ 4000	≥ \$10,000	≥ 500	≥25%	< \$15.00/Animal	≥ \$15,000	≥ \$50,000	> \$0.00	≥ \$5,000	≥ 1500	1
Red	< 20,000	< 2500	< 4000	< \$10,000	>1000	<25%	< \$10.00/Animal	< \$15,000	< \$50,000	≤ \$0.00	< \$5,000	< 1500	>2
2018 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													
2019 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													

3rd Quarter Items:

Projects Completed: River Otter Nighthouse & Exhibit Renovation

Projects In Progress: Walkway to Hospital, Mulching Pineland Nature Trail,
Songbird Enclosure, Gator Swamp Habitat, Updating Signage

Future Projects: Flight Cage Complex, New Raccoon & renovation of old Raccoon and Skunk Habitats, Wildlife Hospital Recuperation Enclosure,
Outdoor Rehab and Recovery Enclosures

3rd Quarter Notables, Trainings, Education:

First public wildlife release of 3 Gray Foxes and 1 Blue Heron at Cypress Creek Natural Area; Hawk Release at Grassy Waters;
Staff Safety Trainings on Extreme Heat and Slips, Trips and Falls; Hired Events & Marketing Coordinator; Completed Annual HR Assessment;
Educational Outreach: at Pet Supermarket, E4 Life Event at the S. FL Science Center, FMNP Coastal Systems Module at Loggerhead, FPL
Onsite Education: Saturday Environmental Scavenger Hunts, Make Your Mark Rock Painting, Night Walk, Guided Photo Tour
Fundraisers at Robert Graham in Gardens Mall, Chili's Restaurant, Chipolte, Blaze Pizza

Metric:	Explanation
Gift Shop:	Majority of the purchasing for the giftshop is conducted during the 3rd and 4th Quarters of the year.
Animal Care:	2nd Quarter is "Baby Season". Always have more animals than usual.
Financial:	Annual Fundraising occurs in December and many contributions are received in 1st Quarter of each year.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

AGENDA LRD/BUSCH WILDLIFE JOINT WORKSHOP #16-2019 OCTOBER 28, 2019 – 1:00 P.M. AT DISTRICT OFFICES ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order & Pledge of Allegiance
2. Roll Call – go around table and have everyone state their name and a brief introduction
3. Additions & Deletions to the Agenda
4. Comments from the Public
5. Discussion Items
 - a. BWS 5 year Strategic Plan
 - b. BWS 2019-2020 Operating Budget
 - c. BWS 5 year Capital Projects Plan with proposed site plan
 - d. LRD-BWS License Agreement discussion items
 - i. Rolling 10 year term
 - ii. Water usage allocation
 - iii. Additional office space needs & potential new building
 - iv. Additional guest parking needs
 - v. LRD vs BWS responsibility for maintenance and operating costs for various facilities
6. BWS Board Closing Comments
7. LRD Board Closing Comments
8. 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: October 4, 2019

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Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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
- ▶ Safety Report attach. #6
- ▶ Other Matters (as needed) attach. #7

J:\Board\Notebook\Directors Report

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

October 4, 2019

Bureau of Land Management

c/o Peter De Witt

600 State Road 707, Unit B

Jupiter, Florida 33469

Submitted electronically to:
BLM_ES_JupiterONA@blm.gov

Dear Mr. De Witt,

Thank you for the opportunity to review BLM Scoping Package DOI-BLM-ES-020-2019-0014-EA (Scoping Package). I offer the following comments on behalf of the Loxahatchee River Environmental Control District (LRD).

In short, LRD fully supports the proposed actions identified in the Jupiter Inlet Lighthouse Outstanding Natural Area Scoping Package. We believe the proposed works and activities will improve facilities on the property and improve public access to the property. Furthermore, we support these activities as useful and necessary investment of public funds.

LRD supports the proposed disposition of relinquished structures as identified in Table 1. We applaud your openness to collaborating with eligible partners to provide additional access and opportunities to the public. Synergistic partnerships and collaborations are among the most efficient and effective means of 'building a meaningful conservation stewardship legacy' (a DOI Priority) at facilities like the Jupiter Inlet Lighthouse Outstanding Natural Area. At this time, we would like to state our interest in submitting a proposal for temporary use of Housing Units H and I. Based on the success of our past and ongoing collaborative efforts, LRD's environmental education staff and programming will bring a strong positive synergy of environmental education programming, i.e., conservation stewardship, to this facility.

Please consider the following in your decision-making process and Environmental Analysis for this action:

1. The Scoping Document requires proposals be received within 30 days. This timeline is unrealistic if proposals are to be based on well-developed plans. Your timeline should be revised to allow 90 days for proposals, which will afford ample time to review existing structural conditions with relevant professionals, i.e., contractors. Also, additional time will afford LRD an opportunity to meet with BLM staff to understand constraints and limitations of partnering on this incredible property. Furthermore, additional time will allow potential partners necessary time to solicit input from BLM on-site staff and partners, so that a truly synergistic plan can be developed that advances the DOI Priority of enhancing the visitor experience and supports the Biological, Cultural, and Historic values for which the ONA was designated.
2. Additional parking, including bus parking, should be more fully developed. Presently, parking demand often exceeds supply. School and tour groups are common visitors to this BLM property, so adding bus parking should be included. Improvements to parking, including near Housing Units H and I may be warranted and should be contemplated depending on partner proposals. Where possible, pervious materials should be used.
3. Where appropriate, remove existing black chain link fence and install split rail fencing to soften the 'institutional appearance' of the site and identify facilities accessible to the public. Revisions to gates and fencing should be constructed to offer maximum public access to the site without

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

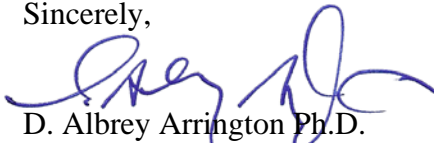
James D. Snyder
Board Member

jeopardizing safety and security of key facilities. Split rail fencing contemplated in prior management plan(s) should remain a possible outcome and could be used to identify public accessible features while black chain link fence secures non-public facilities.

4. Utility updates should be extended to Housing Units F, G, H, and I if these buildings will be rehabilitated and beneficially used to serve the public. The associated costs should be equitably distributed between BLM and the selected “eligible partners”.
5. Add designated kayak and paddleboard launching/landing areas (one towards NE and one towards SW property boundary). Presently, unwanted boat and pedestrian traffic is degrading aspects of this outstanding natural area. There is abundance of outdoor recreation in the vicinity of the Jupiter Inlet Lighthouse Outstanding Natural Area. Designating launching and landing areas for paddleboards and kayaks within this property will achieve the DOI Priority of ‘expanding public access for ... recreational opportunities on public lands.’ Furthermore, if placed correctly, these launching and landing areas will minimize recreational impacts to critical natural resources, i.e., by minimizing trampling of federally threatened species such as Johnson’s seagrass. Finally, it is conceivable that on-site educational programming could be expanded to provide water-associated activities (e.g., wading, swimming, snorkeling, paddling), and such efforts would be facilitated with designated ingress/egress areas.

Thank you for the opportunity to provide comments. We look forward to this process unfolding.

Sincerely,



D. Albrey Arrington Ph.D.
Executive Director

C: Robert Swithers, District Manager (rswithers@blm.gov),
Lance Brady, Associated District Manager (lbrady@blm.gov)

Loxahatchee River District

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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: October 11, 2019
Subject: Monthly Financial Report

Cash and Investments

Balances as of September 30, 2019

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
Bank United	18 Months	02/04/20	2.65%	\$ 1,000,000	\$ 2,284	\$ 1,017,265
Bank United	2 Years	04/02/20	2.46%	2,000,000	4,086	2,025,068
US Bank	18 Months	05/01/20	3.00%	1,507,875	3,809	1,548,565
Bank United	18 Months	06/07/20	2.88%	1,500,000	3,626	1,535,525
US Bank	2 Years	01/29/21	2.71%	1,011,450	2,288	1,029,614
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,160	1,014,527
Subtotal				\$ 8,019,325	\$ 18,253	\$ 8,170,564

Money Market Accounts:

Synovus - Public Demand	1.75%	\$ 19,395	\$ 12,215,341
TD Bank - NOW	2.22%	14,405	8,166,068
Subtotal		\$ 33,800	\$20,381,409

Checking Account:

SunTrust-Hybrid Business Account	0.50%		\$ 3,021,791
Subtotal		\$ -	\$ 3,021,791

Total		\$ 52,053	\$31,573,764
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Average weighted rate of return on investments is: 2.00%

As of 9/30/19:

3 month Short Term Bond: 1.88%

1 month Federal Fund Rate: 1.90%

Cash position for September 2018 was \$35,472,108. Current Cash position is **down** by \$3,898,344.

Gordon M. Boggie
Board Member

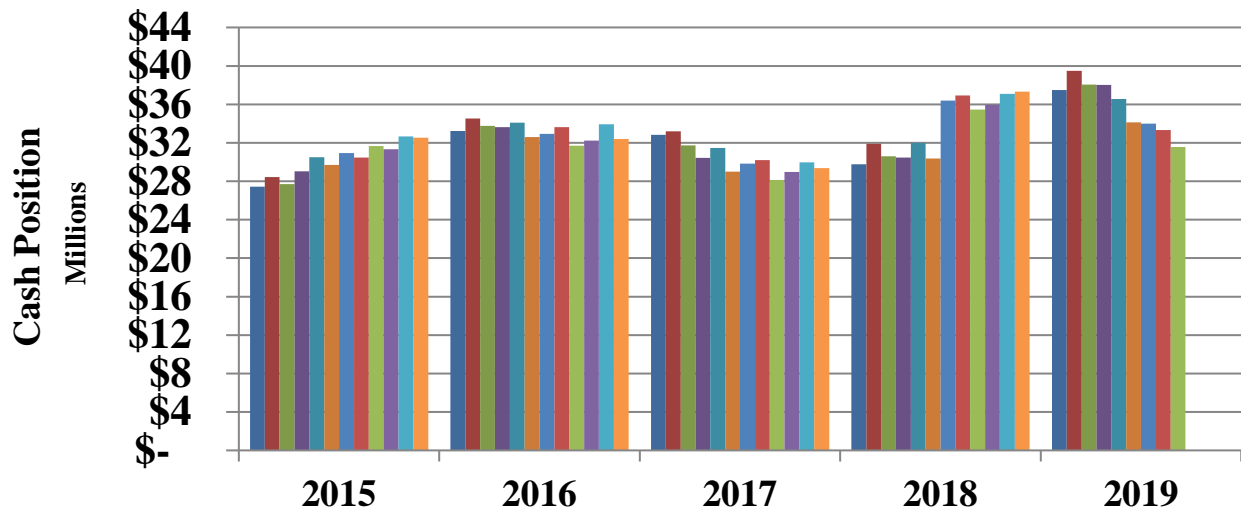
Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

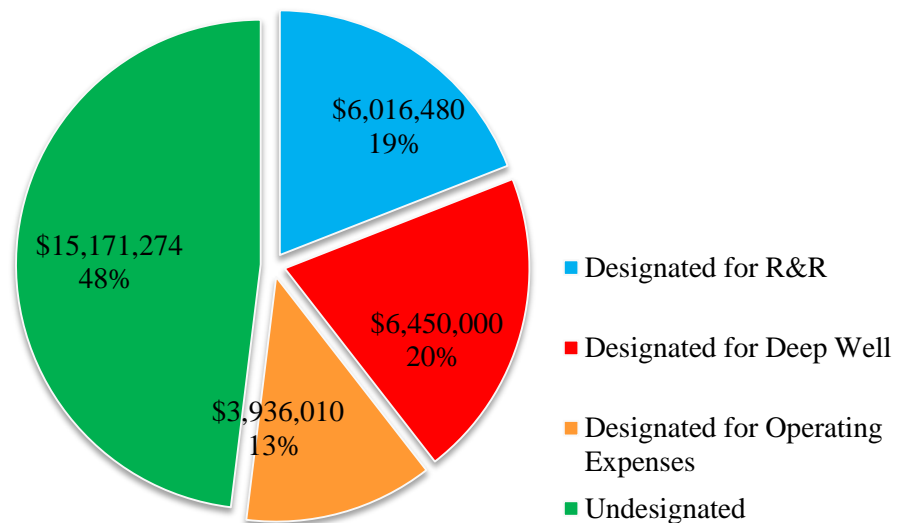
Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Cash On-Hand



Designated vs. Available Cash Balance



Financial Information

- Legal fees billed for the month of September were \$4,300. The fiscal year-to-date total is \$90,577.
- There was no Septage billing for the month of September. The fiscal year-to-date total is \$310.
- Developer's Agreement – No new Developer agreements were entered into in September.
- I.Q. Water Agreements – Abacoa Plaza is past due for August and September.
- Estoppel fees collected in September totaled \$2,850. The fiscal year-to-date total is \$85,200.

Summary of Budget vs. Actual

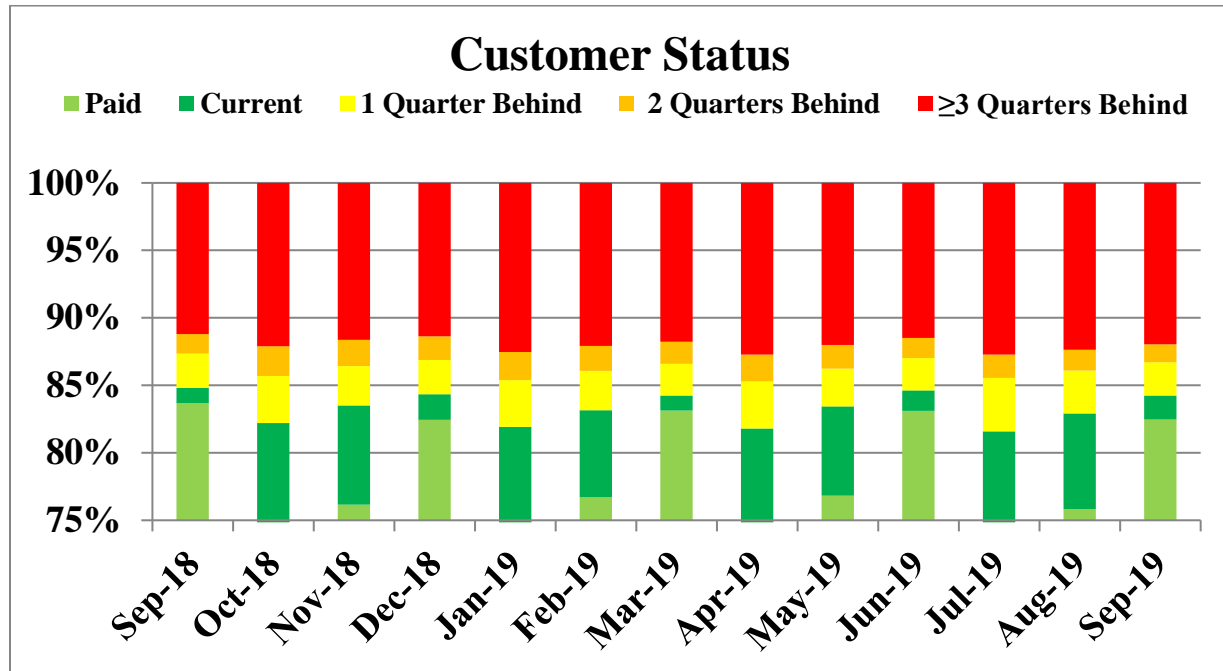
<i>Budget Benchmark</i> 100.00%	Sep-19 Actual	YTD Actual	FY 19 Budget	Favorable (Unfavorable)	Budget Expended	Sep-18 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$1,409,252	\$16,806,144	\$ 17,067,530	\$ (261,386)	98.47%	\$16,751,205
Standby Sewer Service	8,537	99,294	157,550	(58,256)	63.02%	120,034
IQ Water Charges	196,205	2,361,783	2,264,000	97,783	104.32%	2,307,946
Admin. and Engineering Fees	1,903	42,339	48,865	(6,526)	86.64%	107,564
Other Revenue	23,155	455,103	183,000	272,103	248.69%	441,484
Subtotal Operating Revenues	1,639,052	19,764,663	19,720,945	43,718	100.22%	19,728,233
Capital Revenues						
Assessments	2,365	1,215,601	824,000	391,601	147.52%	6,508,665
Line Charges	9,059	204,464	232,575	(28,111)	87.91%	547,129
Plant Charges	14,078	462,097	1,402,600	(940,503)	32.95%	1,409,475
Capital Contributions	23,609	114,090	917,000	(802,910)	12.44%	467,434
Subtotal Capital Revenues	49,111	1,996,252	3,376,175	(1,379,923)	59.13%	8,932,703
Other Revenues						
Grants	335	28,934		28,934	100.00%	201,956
Interest Income	56,188	1,372,055	1,217,500	154,555	112.69%	1,079,754
Subtotal Other Revenues	56,523	1,400,989	1,217,500	183,489	115.07%	1,281,710
Total Revenues	\$ 1,744,686	\$ 23,161,904	\$ 24,314,620	\$ (1,152,716)	95.26%	\$ 29,942,646
Expenses						
Salaries and Wages	\$657,027	\$5,305,357	\$ 5,687,700	\$ 382,343	93.28%	\$5,070,232
Payroll Taxes	49,158	399,312	416,500	17,188	95.87%	381,819
Retirement Contributions	104,101	773,517	710,900	(62,617)	108.81%	775,325
Employee Health Insurance	88,058	1,084,734	1,339,800	255,066	80.96%	1,171,927
Workers Compensation Insurance		89,197	114,600	25,403	77.83%	87,406
General Insurance	723	340,611	346,716	6,105	98.24%	328,987
Supplies and Expenses	34,273	941,285	1,138,160	196,875	82.70%	1,002,072
Utilities	101,043	1,283,702	1,409,350	125,648	91.08%	1,360,427
Chemicals	17,974	478,922	672,570	193,648	71.21%	674,220
Repairs and Maintenance	(64,954)	1,663,462	1,830,615	167,153	90.87%	1,479,091
Outside Services	54,272	1,591,712	1,852,110	260,398	85.94%	1,582,020
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,041,675	13,951,811	15,744,021	1,792,210	88.62%	13,913,526
Capital						
Capital Improvements	1,096,616	8,634,431	11,088,500	2,454,069	77.87%	3,938,404
Renewal and Replacement	371,350	4,935,850	7,278,500	2,342,650	67.81%	3,705,417
Contingency			225,000	225,000	0.00%	
Subtotal Capital	1,467,966	13,570,281	18,592,000	5,021,719	72.99%	7,643,821
Total Expenses	\$ 2,509,641	\$ 27,522,092	\$ 34,336,021	\$ 6,813,929	80.16%	\$ 21,557,347
Excess Revenues						
Over (Under) Expenses	\$ (764,955)	\$ (4,360,188)	\$ (10,021,401)	\$ 5,661,213		\$ 8,385,299

Pending/Threatened Litigation

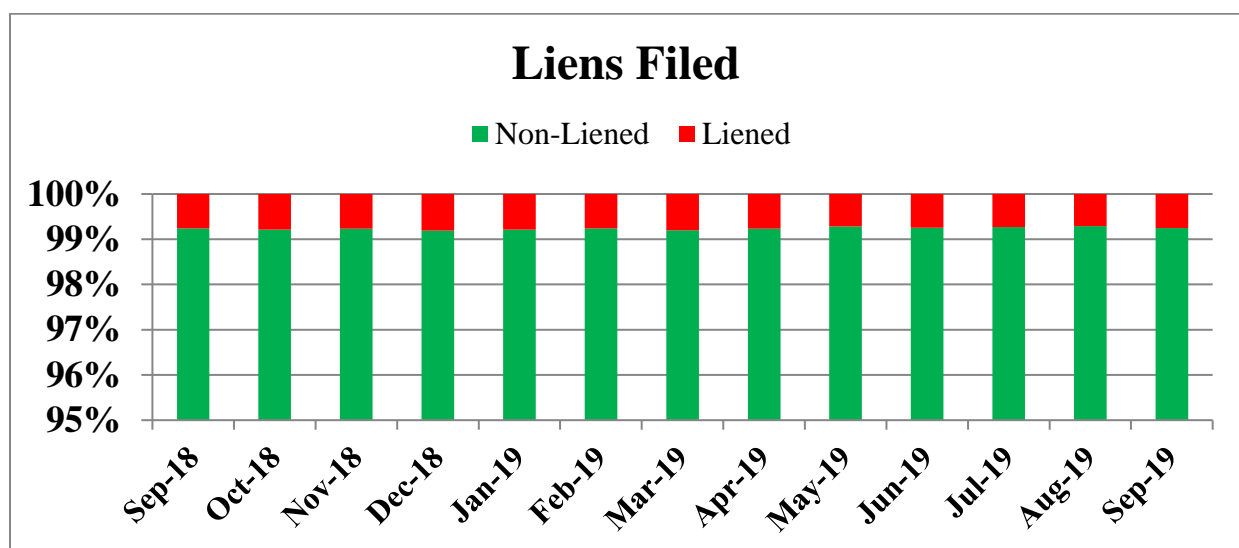
- No pending or threatened litigation.

Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 84% billing.



The District serves approximately 32,600 customers. Currently, the District has 246 liens filed which represent approximately 1% of our customers.



Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

MEMORANDUM

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

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

DATE: October 10, 2019

SUBJECT: Engineering Services Report – October 2019 Board Meeting

IN-HOUSE PROJECTS

Lift Station Fall Protection: After evaluating nets, hand rails and grates staff have agreed a retro-fitted safety grate is the preferred approach to providing fall protection at lift stations. Staff have completed their evaluation of field installation options and are coordinating with a consultant for a work authorization to proceed with development of bid documents and installation observation.

Lift Station Rehabilitations General Construction Services: The rehabilitation of the first of three stations is nearing completion. Our overall lift station rehabilitation projects are falling behind schedule but staff are working on procedures to expedite the evaluation, purchase order and construction processes under the new general construction services contract.

Cellular Telemetry: IT and Engineering staff are working on a project to test cellular telemetry installation at existing stations with no telemetry. The third alternate option is online and staff will begin working on the procurement process once the viability of the options is determined. It is anticipated that we will select up to three suppliers to source telemetry units through a competitive bid process.

181st Street Gravity Sewer System: This project will serve 11 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd. Design is complete. Comments from PBC Land Development have finally been resolved; however the permit has not been issued. We anticipate bidding the project through December 2019 with actual construction beginning in early 2020.

New Palm Beach Heights Low Pressure Sewer System: This project will serve 36 lots located just off US 1 south of Donald Ross Rd. PBCHD has released the project for operation. Staff will coordinate with the contractor for close out of the contract and determine the final assessment amount over the next couple of months.

Olympus Drive Force Main Replacement: This project is part of our asbestos cement (AC) force main replacement program and will replace approximately 2,000 feet of AC force main in Juno Beach. Soft digs were completed but results were not conclusive. Staff are investigating further with GPR and potholing as required. This project has been significantly delayed from the original schedule but the importance of the utility locates given the nature of the proposed directional bore installation warrants the delay. To expedite the project we are coordinating with a consultant for design/bid services.

LS 43 Emergency Generator: A project to provide a permanent emergency standby generator at LS 43. This station is part of the cascading lift station system along Country Club Drive in Tequesta. This project bid on May 7, 2019. Construction has commenced and is scheduled to complete in October/November, this year.

LS 62 Emergency Generator: A project to provide a permanent emergency standby generator at LS 62. This station is a significant repump station serving areas of Tequesta and Jupiter Island. This project bid on May 7, 2019. Construction has commenced and is scheduled to complete in October/November, this year.

Lift Station 57 and 58 Tie-in to Transmission System: Both cascading stations will be connected to an adjacent transmission force main relieving significant flow to the repump station. Final design is complete. Staff have confirmed the existing pumping equipment will be adequate under the new transmission system. the project will proceed with permitting and construction. Completion is anticipated in January, 2020.

Fiscal Year 2020 Main Lining Projects: This month the Board will see a recommendation for piggy back of the City of Plantation's contract for a portion of the main lining and TV inspection services planned for FY20 (Tab 6F). These services will be focused in Lift Station's 057 and 058 collection systems and the Brentwood/Weldwood neighborhoods. We are returning to these areas to complete lining based on a revised approach to our lining program. The revised approach is based on our understanding that many of the failures in our system are caused by critical failure of vitrified clay pipe. These critical failures typically are circumferential cracks on the main line or at a service connection and are not slow to manifest once started, meaning a TV inspection may not result in a determination that lining in a system should be performed, and, when these failures are in the water table it results in migration of substantial amounts of the surrounding in-situ material into our collection system which is then transported away from the area by our collection system. Since the majority of our sanitary sewer collection system is within public right of way and underneath paved roads, this can result in catastrophic road failure. These failures cause a risk to public safety, are costly to repair, often require substantial system maintenance to remove the material that has entered our system and also cause significant impacts to local traffic. In acknowledgement of this we have shifted to a more proactive approach in collection systems we have identified as having a history of significant failures. To identify these systems we utilize historical data from our Computerized Maintenance Management System (CMMS) then analyze the data using PowerBI to determine collection systems with the largest number of failures that would have been prevented had the system been lined, then prioritize these systems for rehabilitation based on the number and type of failures. Once on the list, we address the entire collection piping system, including installation of cleanouts on every service lateral, installing structural liners in all mains and installing structural liners in all service laterals which includes a structural lateral to main line connection. This wholesale approach to pipeline rehabilitation has many added benefits beyond preventing failures with widespread and costly impacts. Through this approach we are getting a detailed look at each collection system through TV Inspection of the piping system, manhole entry for an opportunity to look at each manhole and frame and cover, service lateral location and cleanout installation for each connection. While this work is ancillary to the main lining work we are confident that it is providing additional long term benefits to the District and our customers.

Later this year the Board can expect to see projects for TV Inspection and reports for Lift Stations 050, 018, 054, 041 as we prepare to mobilize into these systems for full rehabilitation projects.

Lift Station 70 Emergency Generator and Power/Control Panel: This project provides a permanent emergency generator at Lift Station 70 and a new power and control panel including variable speed pump drives. The station went fully online as we prepared for Hurricane Dorian. Staff and the contractor are working to resolve communication and monitoring points between the control panel, generator and data flow telemetry system.

Penn Park Lateral Lining: A PBC neighborhood repaving project was postponed to allow the District to inspect their gravity system and perform any improvements prior to paving. Lateral lining for this area was completed in September, 2019.

Lift Station 097 Main Lining: Main lining in LS097 collection system began in June. Main lining completed in August. Staff are coordinating with the contractor for inspection videos.

CONSTRUCTION DEPARTMENT

As noted in the sanitary sewer overflow section below there was a force main failure at Lift Station 152. To the left, Construction and Collections work with Unit 15 to excavate, remove the failed section of main, and replace with new pipe. The District's Safety and Compliance officer was onsite working with staff on pedestrian and vehicular traffic control as well as trenching.

With multiple departments onsite there is inevitably some friction but staff worked collaboratively on all aspects of repair.



COLLECTIONS/REUSE



To the left, Collection's and Operation's staff work together to perform routine cleaning of headwork's flow channels. Pictured is Unit 15, one of two District vacuum trucks. Unit 15 is predominantly used in collections for line and wetwell cleaning, the second vacuum truck, Unit 80, is predominantly used in construction for vacuum excavation. In September we added to the vacuum truck fleet, with a new, more compact model designed around wetwell cleaning and lateral cleaning. Unit 38, pictured below, will prove more maneuverable and improve accessibility to many of our stations and facilities in developed neighborhoods.



SANITARY SEWER OVERFLOWS

There were three sanitary sewer overflows in the collection/transmission system in September.

The first overflow occurred at Lift Station 152 on Central Blvd. from a leak in the downstream force main. The leak was from a hole in the ductile iron pipe. As part of the repair the section of pipe was removed and investigated. The pipe surrounding the hole and on either side of the hole was in very good condition both inside and out. No other evidence of deterioration was noted. Staff speculated various reasons for the failure point, but in the end all speculation, nothing conclusive. A new section of pipe was installed and the force main returned to service.

The second overflow occurred in the low pressure system on Palm Court in Tequesta. A contractor excavating for a commercial driveway damaged a low pressure force main.

The third overflow occurred at Lift Station 104 near The Ocean at Jupiter Bluffs off US 1. It appears staff had been working at the station and inadvertently left the power disabled and the alarm system inactivated. This incident was very frustrating to staff as it clearly was a failure on our part. Staff have a procedure, shown below, to be performed prior to leaving a station but we are taking this opportunity to formally document the procedure and install placards with the procedure on the control panel as well as reconfirm with all staff the requirement to perform the procedure as well as the importance of the procedure.

- | | |
|-----------------------------------|---|
| 1. Disconnect (Safety Switch) | Energized |
| 2. Main Breaker | Energized |
| 3. Control Breaker | Energized |
| 4. Pump Breakers | Energized |
| 5. HOA switches | Tested and left in "AUTO" |
| 6. 12VDC alarm (Boac Relay) | Light and audible alarms tested |
| 7. Wet well lid and valve pit lid | Closed and locked |
| 8. Panel door | Closed, locked, and tabs secured |
| 9. Telemetry (if applicable) | Log on to SCADA and confirm alarms have cleared |

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

MEMORANDUM

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

FROM: Tony Campbell, Director of Operations

DATE: October 8, 2019

SUBJECT: Operations Department Monthly – Report for September 2019

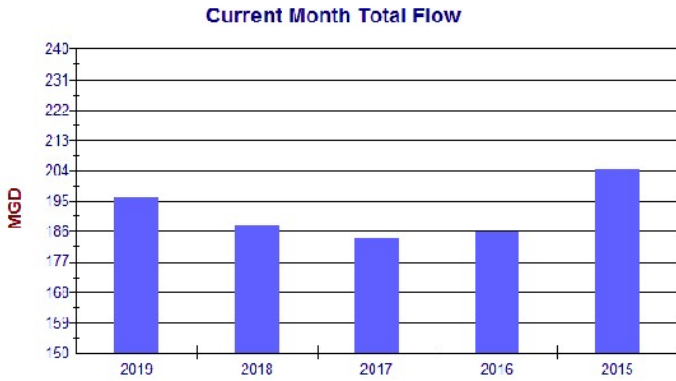
Treatment Plant Division

Strategic Plan and District Values:

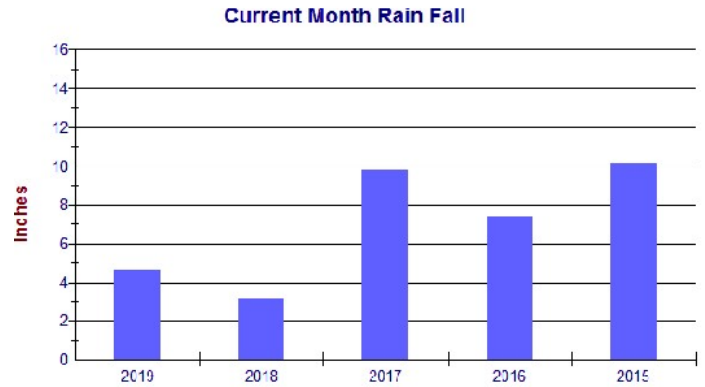
In the month of September Operations worked closely with our IT Department to improve our existing Key Performance Indicators (KPI's) in SCADA. Our Strategic planning map clearly spells out areas of opportunity especially in the use of departmental Technology. We began brainstorming with our IT department and devised a plan to improve our alarm notifications in SCADA. Together we developed additional visual alarms in unison with current audible notifications on our Injection Well Conductance chart. Its our general feeling that this addition will give our operators an added advantage in recognizing when KPI's metrics are outside normal levels and out of compliance. These improvements will reduce the likeliness of permit exceedances, avoidable sewer overflows and operator complacency. Taking a proactive stance on alarm notifications will keep Operations on track toward achieving our Strategic goals. This department improvment is an excellent example of Strategic objective **2.5 Optimizing the use of technology and objective** and the District's Values of **Innovation and Collaboration**. Operations will continue toward finding additional opportunities to accomplish more of our Districts strategic plan objectives and our District Core Values.



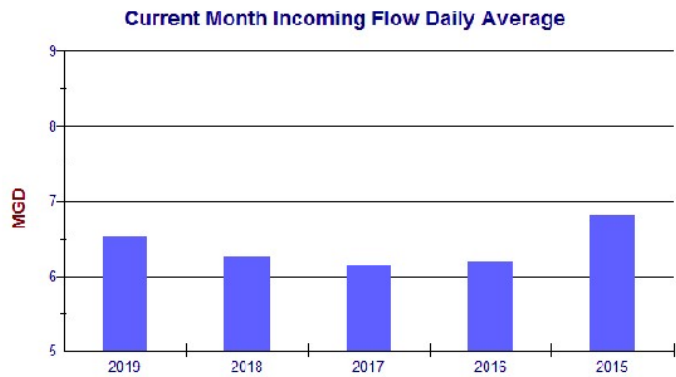
We've had great month of no permit exceedances.



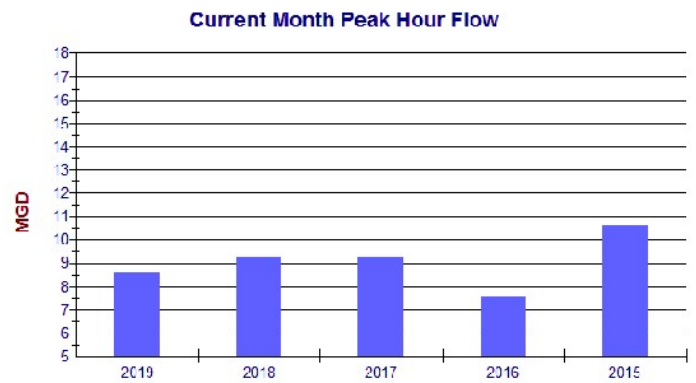
The plant total flow for the month of September was 196.02 million gallons.



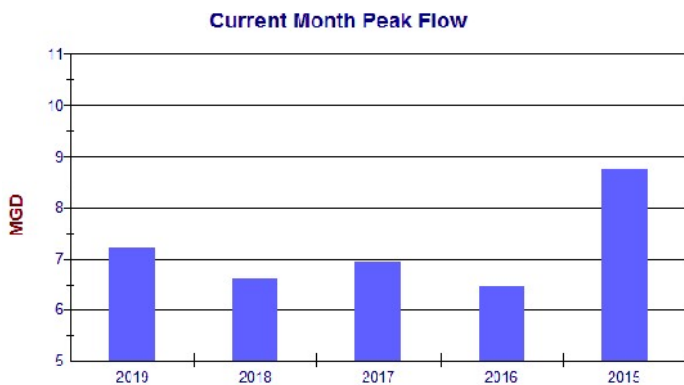
4.64 inches of rain was recorded at the plant site during the month of September.



The treatment plant incoming flow for the month of September averaged 6.53 MGD compared to 6.26 MGD one year ago, for the same month.

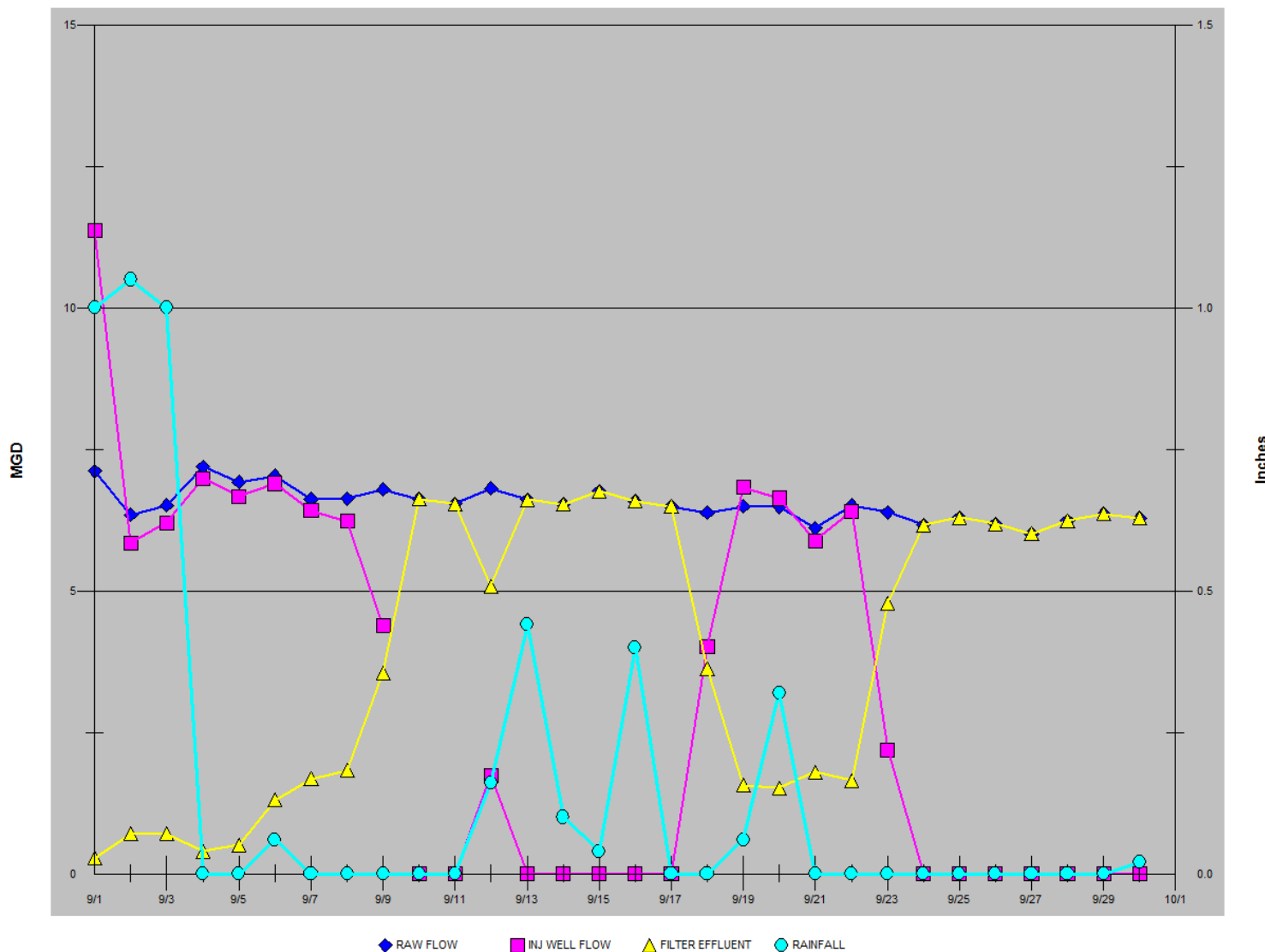


The peak hourly flow rate in September was 8.58 MG.



The greatest single day average flow in September was 7.19 MGD.

For the month of September, the plant received 196.02 MG of influent flow of which 120.67 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 4.65 inches of rain during the month and 94.71 million gallons of blended effluent was diverted to the Injection Well. Overall, 61.56% of incoming flows were recycled for IQ use and the plant delivered 131.78 million gallons of IQ water to the Reuse customers.



Year to date, the plant recycled 61.34% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 1,236.17 million gallons.

All monthly reporting has been submitted on time.

Treatment Plant:

September was a busy month for operations, we had a close call from hurricane Dorian which was a good dry run of our hurricane plan and showed us areas of strengths and opportunities. We also began the upgrade of our belt press number two panel and automation which limited operations to one press for two and a half weeks. We had to adapt our pressing schedule to almost round the clock pressing to maintain proper sludge tank levels and process. On September 27th we started belt press number two for the first time with the new automated controls and have been running it ever since and are seeing consistent results from the automation.

Below are the two projects Operations assisted Maintenance with this past month. The photo on the left depicts an operator installing a new Air Release Valve on our Synthetic Media Filters. The photo to the right shows our newly upgraded Dewatering press running in an automatic configuration for the first time. This automation will help assure the District is sending consistent undigested biosolids to New England Fertilizer Company for final processing into class AA biosolids.



Sanitary Sewer Overflow:

This past month Operations experienced a small sewer overflow at our point of connection where our final plant effluent discharges to our ponds. The power actuated valve that seals off our plant effluent to our ponds was closed and failed to seat 100% allowing 325 gallons of unchlorinated effluent past the valve. Operations has since ordered a new valve and written an SOP for manually seating the valve to 100% until the new one is installed.

Maintenance Department:



The above pictures show needed modifications to the containment area on our Injection Well Motor Discharge Heads. These pump/motors use seal water to cool and lubricate the seal and shaft, and to flush away any impurities in the system. The manufacture designed the original discharge head with an insufficient catch basin which allowed for an overflow of seal water down the side of the pump. Maintenance installed taller sides designed to contain and properly drain all seal water while leaving the factory safety guarding in place.

Maintenance Department:



Our Injection Well Pump and Motor configuration is one of the District most vital assets, allowing the plant to dispose of all its filtered effluent when our IQ storage lakes are at capacity. Maintenance recently replace all four electrical disconnects feeding 3 phase power to the four 250 hp motors. The original cabinets were OEM and were in need of repair and/or replacement. By changing out these disconnects were extending the longevity of the inner components and safety.

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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: October 9, 2019
SUBJECT: Monthly Governing Board Update for September 2019

WildPine Ecological Laboratory

Riverkeeper Project

In September, staff from the District and Town of Jupiter collected water quality samples from 35 monitoring stations throughout the watershed. Ten of the 35 stations were sampled twice during the month as part of our new additional monitoring work in partnership with FDEP in Jones Creek and Dubois drainage basins. Results are not finalized for the second set of sampling 9/25/2019, so they are not included in this discussion. When comparing overall water quality, September was similar to August. While Jupiter was spared a direct hit from Hurricane Dorian, its waves churned up offshore and



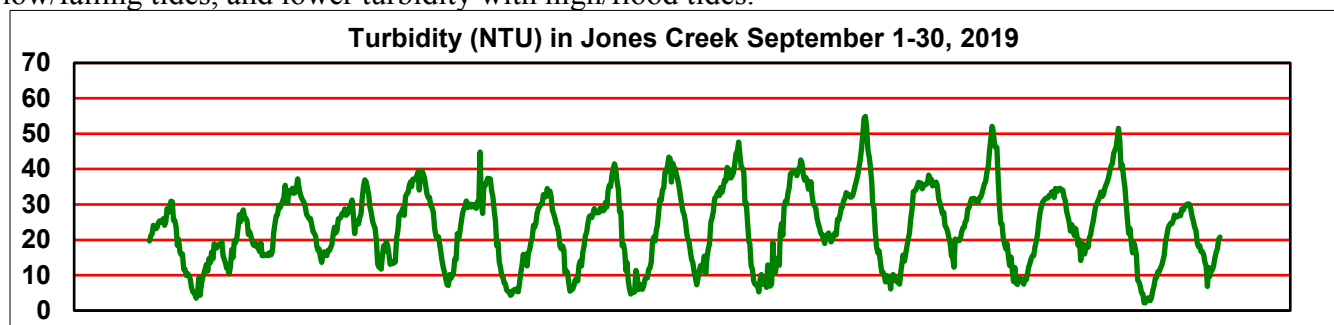
beach sand bringing some of the highest turbidity values we have ever measured

in the marine segment of the river. One noteworthy area for poor turbidity was our sampling site just west of the Alt. A1A Bridge (pictured right), which had turbidity of 35 ntu on 9/5/2019, well above the FDEP water quality standard of 29 ntu, and the water looked chalky



all month. The datasonde instrument we deployed at Caloosahatchee Culvert (CALC) site in Jones Creek, part of our additional monitoring in partnership with DEP, recorded turbidity at 15-minute intervals ranging between 3 and 50 ntu throughout the month of September (see pic at left and chart below). From

our preliminary review of the datasonde data, the higher turbidity observations correspond with low/falling tides, and lower turbidity with high/flood tides.



Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

To follow up from last month's exceptionally high turbidity (100 ntu) at Station 104 (Hobe Grove Canal), field observations by JD Park staff report that conditions have improved. It appears water is now being held in the ditch and the little water that is passing over the weir appears much clearer.



Total Phosphorus (TP) concentrations in September were similar to last month with 12 out of 25 (48%) Riverkeeper stations exceeding the FDEP/EPA Numeric Nutrient Criteria (NNC) water quality standards. The Jones Creek station CALC (sampled 9/10/2019 during ebb tide) had the highest concentration at 0.17 mg/L, more than twice as high as the NNC (0.075 mg/L) for that site. The average TP concentration for all stations in September was similar to August at 0.082 mg/L.

Total Nitrogen (TN) concentrations in September were a bit higher than last month with 3 out of 25 (12%) Riverkeeper stations exceeding the NNC. The Jones Creek station JCU (sampled 9/10/19 during ebb tide) had the highest concentration of TN at 1.5 mg/L, over the NNC of 1.26 mg/L for that region. The average for all stations in September was 0.9 mg/L TN, notably higher than 0.1 mg/L TN in August.

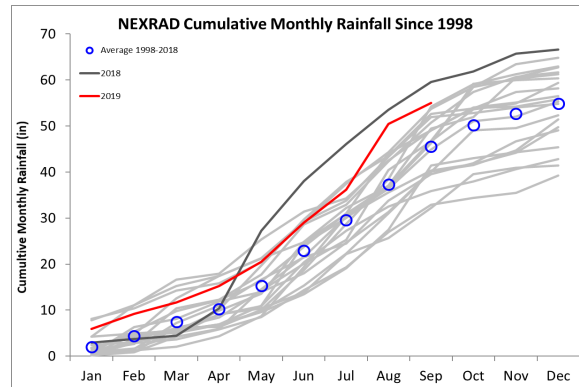
Chlorophyll-a concentrations in September scored "Poor" at 10 out of 25 (40%) Riverkeeper stations when compared to the stringent (NNC) for each river segment, but better than 52% of the sites in August. Ocean Way (site OW) sampled 9/10/2019, the furthest upstream station that drains into Dubois lagoon and part of our partner project with FDEP, had the highest concentration at 21 ug/L, just over the NNC (20 ug/L) for that basin. The average chlorophyll value for all stations was also lower than August at 8 ug/L.

Lastly, fecal coliform bacteria scored "Poor" at 10 of the 40 (25%) sampling events when scored to DEP's threshold of 800 MPN/100 mL, equivalent to 25% of the samples in August. The average bacteria count for all stations sampled was 649 MPN/100 mL in September, down from 900 MPN/100 mL in August. Once again, the Jones Creek station CALC, sampled on 9/10/2019 during ebb tide had the highest concentration of fecal coliform bacteria at 5,172 MPN/100 mL, down from 6,488 MPN/100 mL last month. The same water sample had 10,642 MPN enterococci bacteria per 100 mLs. This is the 4th highest concentration reported at CALC since we started monitoring in November 2015. Additional water samples were shipped to the FDEP lab in Tallahassee for analysis of additional parameters and we look forward to seeing their results to try and improve our understanding of the high bacteria and turbidity in Jones Creek and Dubois drainage basins.

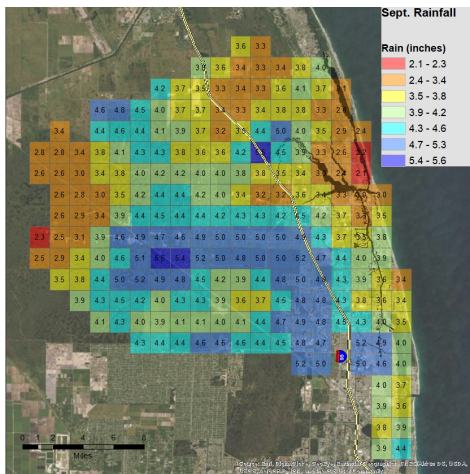
Hydrologic Monitoring

September typically marks the peak of the wet season with a 21 year average monthly rainfall total of 8.3". However, rainfall this September rainfall was just 4.6"; nearly half the rain typically expected for September. *According to the SFWMD, September 2019 had the lowest amount of rain recorded across the region in the 117 years of record keeping.*

The low rainfall total occurred despite Hurricane Dorian lingering for two days just 65 miles east of Jupiter. Those two days during Labor Day weekend (Sept. 2 & 3) resulted in 2" of rainfall, for nearly half of the total for the month. There were no substantial rainfall events for the remainder of September and no rainfall measured during the 7-day period between 9/21 – 9/27.



Cumulative annual rainfall using NEXRAD radar-based data. Red line indicates current 2019 cumulative rainfall total. Blue circles indicate mean cumulative rainfall since 1998. (2018 indicated as dark gray line).



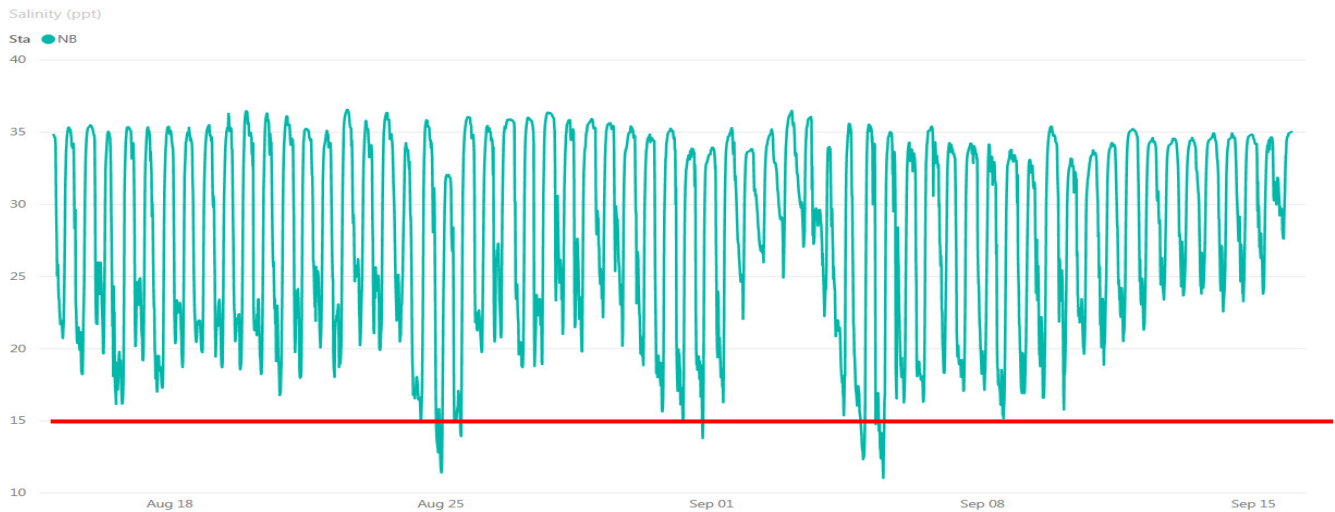
Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

The rain the watershed did experience fell mostly near the southern regions that include Jupiter Farms, portions of J.W. Corbett WMA, and Loxahatchee Slough. The driest regions, some with less than 2.5" of rain, included urban areas immediately adjacent to the estuary and regions located to the far western reaches of the watershed (figure left).

With the record/near record high rainfall in January and August 2019, the cumulative rainfall for the calendar year through September is 55.0" which is 21% above the twenty-one year average of 45.6" typically observed January through September (Figure-above). As we enter the dry season, 2019 currently remains the second wettest year-to-date since radar based measurements began.

River flow over Lainhart Dam during September ranged from 116 to 361 cfs with a average flow of 249 cfs. In preparation for Hurricane Dorian, water managers lowered water levels by releasing water through the S-46 flood control structure. These releases resulted in *negative* flows measured at the G-92 structure where water was back-flowing from the Loxahatchee River and Riverbend Park into the C-18 canal to lower water levels in the area in preparation for the storm. As such, flows at the S-46 flood control structure were substantial during the beginning of the month with an average flow of 672 cfs for the four-day period ending 9/4. Flows quickly decreased to 387 cfs and declined steadily until flow ceased on 9/19.

Despite the ominous storm approaching, managers kept daily average flows through S-46 below the thresholds our data suggest are damaging to the estuary (figure next page).



Salinity at the North Bay monitoring site in the central embayment between August 15 to September 15, 2019 showing only a few observations below the critical salinity threshold of 15 ppt (red line) for preventing harm to seagrass communities, despite flood control releases by water managers before and following Hurricane Dorian. This illustrates how S-46 flows of less than 700 cfs are far less harmful to the estuary and are a testament to the cooperation by SFWMD operations staff.

Oyster Spawning and Settlement Monitoring

Oyster monitoring for the 28-day period ending September 19 indicates minimal oyster settlement at three of the four monitoring sites. In the southwest fork, average settlement was only 127 spat m², with 61% of the settlement occurring at the downstream site. That is down substantially from last month's 3,765 spat m² and is the lowest settlement average for this period since 2014. Average settlement density in the northwest fork was 8,427 spat m², down slightly from last month but is the highest observed settlement density recorded for this period. It is interesting to note that nearly all (99.5%) the settlement activity occurred at the downstream site where density was 16,777 spat m². Perhaps the elevated flows in both forks during much of the deployment period influenced the settlement activity; larval oyster spat were not able to physically make it to the oyster tiles except at the downstream site in the northwest fork.

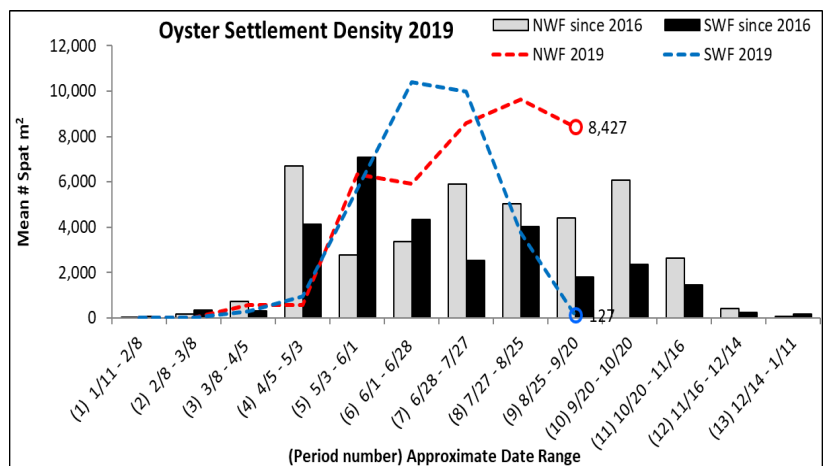
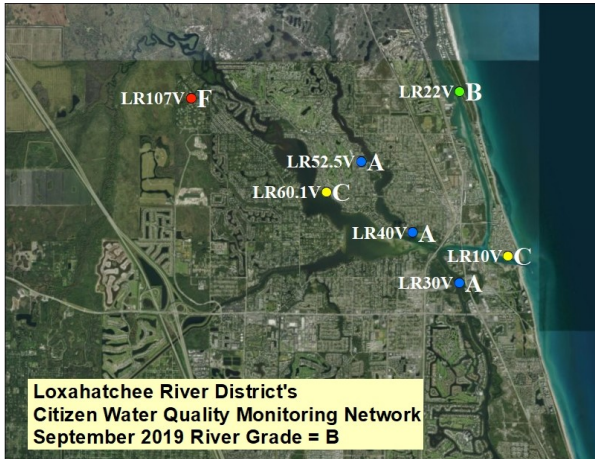


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement for 2019 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.

Oyster Restoration Site Follow-up Monitoring

During September, lab staff with the help of interns and several volunteers conducted a nine-year assessment of oyster reefs to check the status of the oyster restoration sites constructed in 2010 in partnership with NOAA and Martin County. We will present a summary of our findings for this month's watershed status report.



Volunteer Water Quality Monitoring Program

The Volunteer Water Quality Monitoring grade for September improved to a low “B”. There was a mix of grades this month and one station (107, a tributary to the NW Fork) had an “F”. The weekly grades showed a lot of variation that appeared to be correlated to tide stage and time of sampling – lower water quality scores on outgoing tide, higher scores during incoming tide.

Average Parameter Values for August 2019								Scores for Monthly Parameter Averages							
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	82.6	1.0	29.8	8.2	6.4	96.4	1.3	Poor	Fair	Good	Good	Good	Good	75.0	C
LR22V	78.8	3.3	30.0	8.1	6.5	94.9	2.0	Good	Good	Good	Good	Good	Poor	83.3	B
LR30V	81.4	1.2	26.8	8.2	6.5	96.3	1.0	Fair	Good	Good	Good	Good	Good	91.7	A
LR40V	81.4	1.2	26.8	8.2	6.5	96.3	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR52.5V	77.6	0.8	17.3	7.9	6.6	89.1	1.0	Good	Fair	Good	Good	Good	Good	91.7	A
LR60.1V	82.4	0.9	20.0	8.2	5.1	72.8	1.0	Good	Fair	Good	Good	Good	Poor	70.0	C
LR107V	78.1	0.4	1.0	6.7	2.6	32.1	1.2	Poor	Good	Poor	Fair	Fair	Good	50.0	F
Average	80.3							scale: 0=poor 2=fair 4=good						81.9	B

VAB (Visible at Bottom)
DO (Dissolved Oxygen)

Customer Service

Payment Processing

During September, staff closed out the 3rd Quarter billing and were busy making preparations for the Q4 billing. We ended the quarter with slight uptick unpaid accounts, but still had over 95.8% of our active/non-delinquent accounts satisfied.

While the rate of decrease in the numbers and proportions of paper check and cash payments has slowed relative to digital payments (ex. online bill pay, web, credit, eCheck) we still squeaked out another slight drop to 31% cash/paper check (69% digital). The counts of these payments have now fallen below 10,000 (to 9,649) despite the increase in the numbers of customers. Just 3 years ago nearly 12,000 of our customers paid by paper check/cash and we had 1,150 fewer customers. More Customers are taking advantage of Automatic Payments through our payments service provider with a new high of 6,699 (53% of our digital payments), relative to 5,023 in January 2018 when we first offered the service. The proportions of payments through our payments service by eCheck, a lower cost transaction, versus credit card are largely unchanged for the past five quarters at 45% checking and 55% credit card. Likewise, the proportions of our customers using their banks online bill pay continues to hover at about 28%.

Distribution of our Q4 bills is scheduled to begin October 10.

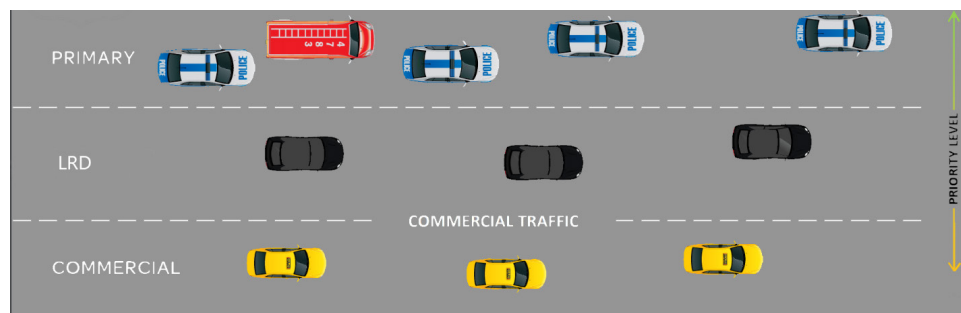
Information Technology (IT)

Improving cellular communications

As part of our continuous efforts to improve quality of service, we have moved forward in migrating our cellular phones over to AT&T's new FirstNet commercial prioritized network. FirstNet is a dedicated high-speed communications platform designed specifically first responders and those who support first responders.

There are 3 key features that set this network apart from what we are currently using with AT&T standard commercial service:

1. **First Priority™** - The FirstNet platform prioritizes traffic for FirstNet subscribers above other network traffic. In the event of a network congestion, for example after a storm, our devices will have a higher priority on the network over other commercial and personal devices.
2. **Exclusive LTE Band** - FirstNet has an LTE band in the 700MHz spectrum that provides better in-building penetration and longer range. This is advantageous for improved overall performance and situations with spotty outages following a storm.
3. **Portable cell sites** - FirstNet has dedicated equipment based in Florida that can be mobilized to affected areas during a disaster.



An illustration of FirstNet's prioritized system for cellular traffic

Web and database application performance

While the District has massively increased the use of data for analytics and reporting over the past few years, our server infrastructure purchased in 2015 was starting to struggle to keep up with the increased activity. To improve performance for key applications and databases, we purchased a new network file storage system that uses all solid-state disk (SSD) storage. This upgrade provides our servers a big boost of speed and processing performance.

By migrating the more demanding server workloads to this high performing system, users will have an improved interaction with applications, and the District can postpone purchasing all new server hardware for at least a couple of years.

Loxahatchee River Environmental Center

October 2019

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%
2017 Baseline	103%	103%	179%	127%	141%		118%	50%	4.8	4.0	87%	102%	114%
2018													
Sept	96%	95%	168%	144%	0%	0%	138%	163%	4.8	3.6	97%	87%	86%
Oct	120%	163%	120%	214%	160%	11%	150%	150%	5.0	3.9	99%	91%	78%
Nov	120%	157%	780%	206%	430%	24%	142%	45%	4.8	3.9	98%	88%	102%
Dec	131%	89%	130%	203%	0%	0%	122%	49%	4.6	4.6	87%	82%	100%
2019													
Jan	105%	74%	450%	139%	70%	42%	281%	53%	4.8	3.3	93%	101%	160%
Feb	106%	142%	129%	92%	103%	9%	238%	88%	4.5	4.2	83%	101%	160%
Mar	119%	112%	268%	148%	203%	0%	119%	156%	4.5	4.2	83%	93%	62%
Apr	79%	75%	553%	77%	282%	9%	270%	99%	4.9	4.4	97%	86%	73%
May	113%	113%	960%	164%	0%	0%	250%	74%	4.8	4.5	91%	89%	66%
June	98%	84%	151%	156%	0%	33%	121%	119%	4.7	4.1	93%	97%	56%
July	85%	88%	199%	68%	0%	0%	104%	95%	4.8	4.1	92%	110%	82%
Aug	89%	10%	58%	122%	0%	18%	62%	272%	4.7	5.0	86%	100%	71%
Sept	74%	68%	172%	135%	0%	17%	95%	170%	4.8	4.3	98%	93%	69%
Consecutive Months at Green	0	0	1	2	0	0	1	4	13	8	1	0	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
Total Visitors	School field trips did not start until the last week of the month (only 4 days of program). We had no general visitors at all on 9/17 and there were 10 days where visitation was less than 25 people.
School / Camp Visitors	We did have one cancellation of 40 students (the bus broke down).
RC Guest Appearance	We were not invited to any outreach programs.
Program Cancellations	One out of 6 programs cancelled (the bus broke down).
Program Revenue	We are still running behind due to where AustinBlu sponsorship was coded.

River Center General

Lecture Series – October 4th

On Friday, October 4th the River Center hosted our monthly lecture series. This month we welcomed Dr. Stephen Kajiuri, from Florida Atlantic University, for his presentation on the declining presence of Blacktip reef sharks in Southeast Florida. Prior to the lecture a light lunch was served. We had 73 participants attend this lecture.



Special Programs

North Palm Beach Cultural Alliance – September 13th

The Northern Palm Beaches Cultural Alliance represents an array of cultural venues and organization that serve to inspire residents and visitors in the cultural arts while growing our local economy and enhancing our quality of life. It promotes awareness of, access to, and cooperation among all cultural institutions that are based in Northern Palm Beach County while encouraging community appreciation and support through a variety of programs that reach our diverse population. Each month the cultural alliance holds a monthly member meeting and on September 13th it was hosted at the River Center. Staff members Jocelyn O'Neill and Megan Harris presented on the River Center homeschool education programs. We focused on group dynamics, program outlines, logistics, challenges, and benefits to providing quality homeschool education programs to these families.



Girl Scout Eco-Action Workshop: Woodworking for Animal Habitats – September 14th

The River Center held our first Eco-Action Girl Scout workshop of the school year. Thirty-two Junior and Cadette Girl Scouts earning their Animal Habitats and Wood Working badges. Each girl created a bird, butterfly, or bat house and learned to use a screwdriver, a saw, a level and a hammer. They went on a hike through the pollinator garden to investigate different animal habitats and the positive effects of human made habitats in an urban environment. Finally, girls learned about the Everglades, Indian River Lagoon, and Southeast Florida Coral Reefs. They discovered what imperial animals are found in those habitats and what we can do as citizens to help restore the populations. The River Center's Girl Scout Eco-Action has been providing these girls with badge and workshop opportunities since 2009.



Homeschool Workshop: Plants Plus and Seed Needs – September 20th

The River Center facilitated its first homeschool workshop of the fiscal school year. The lesson for the day was Plants Plus and Seed Needs where students learned why it is important for seeds to disperse away from the parent plant, examined various seed dispersal methods, and identified wildlife that aid in seed dispersal as important contributors to ecological systems. Students preformed a fun experiment where they placed a sock over their shoe to see if they would pick up any seeds just like a wild animal would. Students went searching for various seeds and fruit around the pollinator garden which were later dissected to see how the seeds could be dispersed. We had 31 students participate ranging from age six to eleven.



Blooming in the Garden – September 28th



The River Center hosted its first Blooming in the Garden of the school year. Since this new program was so popular and the River Center saw a need for an early learner family program on the weekend, we scheduled them throughout the school year. The theme this month was ants that included story time, ant themed crafts, the opportunity to design an ant out of Playdough, and a chance to plant some seeds to take home. Each child



became an ant scientist designing an experiment to see which food the ants would like the most. We set up four plates around the garden with cheese, chocolate, honey, and ketchup to see what food item would attract the most ants. We got a chance to observe different kinds of ants up close, watched their behavior, saw where they lived in the garden, and learned that cheese was the winner. We had 13 children and 11 adults enjoy a morning learning about ants and being out in nature.

Kayak Tour – Winding Waters – September 26th

On Thursday, September 26th, 13 adults participated in our public kayak tour of Winding Waters Natural area. Guests paddled along in the thick marsh during the evening sunset paddle. Along the way we saw limpkins, purple gallinules, common gallinules, and great blue herons. Guests were very adventurous on this excursion, as this site had large patches of vegetation and very little path to follow. It was a great way to spend an evening outdoors and on the water.



International Coastal Cleanup – September 21st

On Saturday, September 21st the River Center participated in the International Coastal Cleanup, 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. By joining the movement for Trash Free Seas, volunteers helped clean up trash already in the ocean and shoreline and worked to reduce their own trash impact before it happens. Ocean trash compromises the health of humans, wildlife, and the economies that depend on a healthy ocean. At this year's cleanup, most of our volunteers found an abundance of plastic bottle caps plaguing the beach. By the end of the event, our volunteers collected over 170 pounds of garbage and debris! A special thank you to the 75 volunteers who helped make our local waterways a cleaner place.



Outreach

We were not invited to any outreach events this month.

Volunteer of the Month – Colin Sepulveres



September 2019 Volunteer of the Month recipient is Colin Sepulveres. Colin joined the River Center Family this summer- and has quickly distinguished himself as Mr. Computer!! He has been instrumental in helping to organize and update all the volunteer records as well as mailing lists and much much more. And he does so with incredible accuracy and lightning speed. Thank you, Colin, for all that you do.

Upcoming River Center Events

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.org or 561-743-7123

October 18, 6 – 9 pm: Mad Science Lab Halloween Campfire: You're invited to experiment with us at our Mad Scientist Halloween Laboratory! Grab your lab coat and your safety goggles for an explosive good time at the River Center's Mad Science Halloween! Costumes are encouraged and welcome! Activities include: Games, Crafts, Experiments, Campfire, S'mores, Trick or Treating, Science Demonstrations, Family Fun, and Hayrides.

October 24, 6 – 8 pm: Educator Open House: All formal and informal educators are invited to attend an evening engaging in River Center educational programs and activities. Get hands-on experience with STEM activities, participate in a garden tour, and come along for aquarium and touch tank interpretation. Children and families are welcome to this event. Food and drinks provided by Chili's. This event is sponsored by the AustinBlu Foundation. Please RSVP to attend!

October 26, 8 am – 4 pm: 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 a deposit is 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.

November 3, 12 pm – 1 pm: Lecture – Join us for a presentation by Teri Jabour, President of the Atala Chapter of the North American Butterfly Association. This presentation will identify butterflies found in south Florida habitats and how we can support butterfly conservation and diversity in our own back (and front) yards.

November 2, 6 – 9 pm: Campfire for Girls: You do not have to be a Girl Scout to participate in this event. If your girl is interested in becoming a Girl Scout, you can learn more about scouting at this event. Register your girl to be a new Girl Scout and she can earn her first badge and special patch all in the same night! Girls will receive a special patch for registering to be new Girl Scouts. Girls have the opportunity to earn their Girl Scout Way Badge at this event. Girls will enjoy Girl Scout traditions, sing songs, make s'mores, and celebrate sisterhood. This Girl Scout celebration will honor women and girls who change the world. Girl Scout Traditions are still an important part of scouting more than 100 years later! This campfire is recommended for girls in grades Kindergarten – 12th grade. ALL GIRLS AND GIRL SCOUT LEVELS WELCOME! While this campfire is for the enjoyment for all girls, we are looking for Cadettes, Seniors, and Ambassadors to help run different activities for the younger girls. If your troop is interested, please contact: education@lrecd.org

November 9, 10 am – 11:30 am: Bloomin' in the Garden: Let's go explore! Join the River Center for our summer Bloomin' in the Garden program, designed for children ages 3-7. The program will start at 10:00 am in the River Center with a story time and a garden-themed craft. We will then move to our garden for a garden themed hands-on activity. When it's time to go home, children will receive a plant to take home to start their own garden! So, don't miss this exciting opportunity for your little ones to enjoy nature! Adults and children should come prepared and dress

comfortable for being outside in the garden. All equipment will be provided, and this program is free of charge. Donations are always welcome. Please RSVP to attend!

November 15, 10 am – 11:30 am: Art in Nature: Brenda Nicklaus of Art in Nature will lead a program for children ages 5 and up to explore nature and make art.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Travis Bains, CSHO, ENS, Safety Compliance Officer
Date: October 2, 2019,
Subject: District Safety Report for September 2019

Safety Metrics: September 2019

OSHA recordable injuries: **None**

Lost time injuries: **None**

Actual TRIR: **5.1** [TRIR Goal < 4.4]

TRIR = Total Recordable Incident Rate

Safety is a Core Value at LRD

Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.

Training

- Safety Department has been concentrating on the hazard exposures anticipated during Excavation, Trenching, and Shoring. We have been working with the Construction department on identifying hazards, implementing protective systems, competent persons, tabulated data, and general rules. We reviewed District safety resources available when excavating, e.g., speed shoring, trenching, build a box, which can fit any system.
- Building layouts have been updated showing locations of updated Automated External Defibrillators and Fire Extinguishers. These will be posted by the end of the month.

Hazard Analysis & Individual Accountability

The District Safety Officer works daily with supervisors and staff throughout the organization to assess and evaluate potential hazards by addressing the 4 Qs:

1. What am I about to do?
2. How could I get hurt?
3. What am I going to do to prevent injury?
4. What do I need to do this job and how will I do it safely?

This month the District Safety Officer worked with relevant staff to conduct targeted hazard analyses for the following projects:

Lift Station Cleaning thru Work Order

WO includes checking and cleaning Lift Stations at various locations throughout the District

Primary hazards: environmental hazards (infectious); falls; overhead obstructions;

Job Hazard Analysis: completed and reviewed by participating staff

Job site safety assessment conducted

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Excavation, Trenching, Shoring

Project was to locate a gravity line coming off a sewer manhole, level line, back fill

Primary hazards: Maintenance of Traffic; surcharge; inspection; slough off; dewatering

Training was conducted for competent person, associated hazards, general rules and trench box tabulated data. General rules included, keeping heavy equipment away from the trench leading edge, surcharge back minimum 2', not working under suspended loads, entry and egress and locates.

Job Hazard Analysis: completed and reviewed by participating staff.

Job site safety assessment conducted.

Permitted Confined Space, Pulling out pumps

Project included pulling pumps and assessing the seat face of pumps

Primary hazards: confined space, monitoring atmospheric hazards; life-line assist; use of crane with pulley system; over-head hazards; pinch points; sharp-edges; heat stress; ventilation.

An unknown, unforeseeable hazard presented a **Stop Work** scenario. During removal of pumps and before staff entered the wet well, staff found carbon monoxide (CO) concentrations were >120 ppm, which represents an immediate danger to life and health. An on-site investigation revealed exhaust from a running truck had settled into the deep space (approx. 30' deep) and the space was not ventilated prior to testing. Safety Officer and Supervisor had a toolbox talk with crew, discussing the importance of positive ventilation (air exchanges) and how toxic air can be heavier than atmospheric air and how it can settle in low laying areas. Per District protocol, Supervisor did not allow entry into the confined space until the atmospheric hazard was documented to be at an acceptable level (CO <10ppm). Supervisor and crew followed the District Confined Space Program flawlessly. It was an excellent opportunity to provide training and promote awareness for hazards that are not visible and are rarely encountered.

Job Hazard Analysis: completed and reviewed by participating staff.

Job site safety assessment conducted.

Preventive Maintenance Filter Pump Station #2

PM included maintenance on lower bearings and site assessment

Primary hazards: chemical, pinch points, sanitary sewer overflow, machine guarding, lock-out/tag-out and review of Safety Data Sheets

Job Hazard Analysis: completed and reviewed by participating staff.

Job site safety assessment conducted.

Master Lift Station Site Assessment

Walk-thru with Collections Supervisor provided insight to areas that may be of safety concern, those areas have been prioritized and scheduled for abatement. A report documenting findings, including prioritized recommendations, will be provided to Collections Supervisor.

DOT - Drug and Alcohol Testing

The District's Drug and Alcohol Program requires us to perform random and post-accident/injury drug tests for DOT compliance. For Fiscal Year 2019 we tested more than 25% of our employees with a CDL license and three employees for post-accident/injury. We achieved 100% pre-employment testing for all new employees and interns. Results are provided to Safety/HR via email through the Medical Review Officer (MOR).

Safety Quote of the month: *"Safety is Gainful, Accident is Painful"*

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

MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: October 10, 2019

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>
Shenkman, PA	\$26,370.25	\$151,048.32
Hazen	\$169,677.90	\$300,365.86
Holtz	\$4,944.00	\$128,258.55
Baxter & Woodman (fka Mathews)	\$80,986.36*	\$428,223.75

Should you have any questions in regard to these items, please contact Kara Fraraccio concerning the attorney's invoice, and Kris Dean concerning the engineers' invoices.

*Prior two months

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Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Future Business



Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment - Imperial Woods
- Preliminary Assessment-New Palm Beach Heights

Other:

- Olympia Force Main Replacement Construction Contract
- Lift Station 82 Conversion
- LRD/BWS Workshop (Mon, 10/28 @ 1:00 pm)
- Greenhouse Gas Emissions Study
- Odor Control Study
- Employee Health Insurance
- CCNA Plant Engineering
- CCNA Architect & Landscape Engineering



October 3, 2019

Town Council
(561) 741-2214

TODD WODRASKA
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Town Manager
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Dr. Matt H. Rostock, Chair
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458-8962

Re: Collaboration on the Siting of Future Floridan Aquifer Water Supply Wells

Dear Dr. Rostock,

This letter is written on behalf of the entire Jupiter Town Council asking that consideration be provided regarding locating three (3) of the Town's proposed Floridan Aquifer well sites within the perimeter landscaped areas of your wastewater treatment facility site. Your approval of these locations will result in significant cost savings to our customers due to the proximity of these sites to existing raw water collection mains and the water treatment facility.

Over the past several decades, the Town and the District have collaborated on numerous environmental and water resource endeavors to the benefit of all residents and businesses in the region. Amongst other efforts, this has included the highly successful Loxahatchee River Preservation Initiative and alternative water supply strategies including the promotion of wastewater reuse and the use of membrane water treatment technologies to deliver the best quality drinking water to the region without environmental impact. Many of these programs were memorialized through our 2006 interlocal agreement for enhanced intergovernmental cooperation with respect to regional water supply to the public's benefit and subsequent amendments thereto.

Given that our customer base for our utilities are nearly congruent, any and all collaboration we can promote will directly benefit the mutual cost effectiveness of the essential services we each provide. During the past several years, extensive discussion has transpired on the subject of the Floridan Aquifer well sites between our respective staffs. Currently, completion of this goal appears to coincide with the District's need to address the potential reuse supply deficit brought about by the termination of a long-term bulk reuse purchase agreement with Seacoast Utilities. As our staff has conveyed, the Town is committed to assisting the District in providing a viable substitute water supply so that all of the District's future contractual reuse arrangements are fully met. It is our hope that we can now draw both of these matters to a swift conclusion.

In closing, we trust that you recognize the immense opportunity that exists in us working together to achieve even greater collaboration. Please offer your support in the process. As always, your assistance is greatly appreciated.

Respectfully,
Jupiter Town Council



Todd Wodraska, Mayor



Jim Kuretski, Vice-Mayor



Ron Delaney, Councilor



Ilan Kaufer, Councilor



Wayne R. Posner, Councilor