

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 #28-2020
DECEMBER 17, 2020 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes **Page 4**
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed **Page 10**
 - B. Loxahatchee River District Dashboard **Page 11**
5. Consent Agenda (see next page) **Page 12**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Rules Chapter 31-11 Special Assessments **Page 71**
 - C. COVID-19 Accommodations **Page 76**
 - D. Executive Director's Annual Review **Page 77**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 126**
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."

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

Submitted by:
Date: December 7, 2020

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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. Amended Notice of Intent to Assess - Rivers Edge **Page 13**
- B. Budget Policy – to approve a new policy **Page 15**
- C. Procurement Policy – to approve policy updates **Page 18**
- D. Portable Pump Purchase – to approve purchase **Page 58**
- E. Fixed Asset Disposal – to approve disposal **Page 61**
- F. Engineering Services Contract Lift Station Cellular Telemetry – to award contract **Page 62**
- G. Change Orders to Current Contracts – to approve modifications **Page 69**

7. REPORTS

- A. Neighborhood Sewering **Page 83**
- B. Legal Counsel's Report **Page 85**
- C. Engineer's Report **Page 87**
- D. Busch Wildlife Sanctuary **Page 91**
- E. Director's Report **Page 92**

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

AGENDA
PUBLIC HEARING #26-2020
DECEMBER 17, 2020 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Chapter 31-1 Special Assessments
4. Comments from the Board
5. Adjournment

".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/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."

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

Submitted by:
Date: December 7, 2020

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Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: December 8, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of November 19, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the November 19, 2020 Regular Meeting as submitted.”

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Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
NOVEMBER 19, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of November 19, 2020 to order at 7:00 PM and explained the various methods of attending the meeting (in person, electronically or telephonically).

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Rockoff (via GotoWebinar)
Dr. Rostock (via GotoWebinar)
Mr. Snyder
Mr. Boggie
Mr. Silverman

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard (via GotoWebinar), Ms. Fraraccio (via GotoWebinar), Mr. Dave (via GotoWebinar) and Mr. Pugsley.

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman with Curtis Shenkman, PA. and Ms. Marshall from Baxter & Woodman (via GotoWebinar).

Ms. Wynne and Ms. Johnson from Busch Wildlife Sanctuary were in attendance (via GotoWebinar).

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearings and Regular Meeting of October 15, 2020 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the October 15, 2020 Public Hearings and 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

Mr. Howard gave a summary of this year's wet and hurricane season.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

"THAT THE GOVERNING BOARD approve the Consent Agenda of November 19, 2020 as presented."

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

A. Preliminary Assessment: Island Country Estates (Resolution 2020-13)

"THAT THE GOVERNING BOARD approve Resolution 2020-13 adopting the ISLAND COUNTRY ESTATES Preliminary Assessment Roll."

B. Safety Policy 4.3.22 – to approve policy revision

"THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District's Employee Safety Manual Section 4.3.22 as revised with an effective date of November 20, 2020, and authorize the District's Executive Director to update the Employee Safety Manual from time to time, and periodically present it to the Governing Board for ratification and approval."

C. Odor Control Study – to approve contract

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the Contract for Professional Engineering Services for Odor control Improvements in the amount of \$99,454.00"

D. Lift Station Fall Protection – to award contract

"THAT THE DISTRICT GOVERNING BOARD award the Lift Station Fall Protection Improvements construction contract to Florida Design Drillers, Corp. in the amount of \$297,000.00 and a contingency in the amount of \$29,700.00.

E. Fixed Asset Disposal – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property included in Schedule 1: Tangible Personal Property Disposals and the assets listed in Schedule 2: Renewal and Replacement Disposals above.”

F. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

No items were pulled for discussion.

B. Rules Chapter 31-11 Special Assessments

Dr. Arrington reviewed the potential revisions to Rules Chapter 31-11 Special Assessments. The Board discussed the various options. No action was taken. This item will be addressed at the December 2020 Board Meeting.

C. Local Bill for Proposed Revisions to Enabling Act

Dr. Arrington reviewed the proposed draft revisions to the District’s Enabling Act.

MOTION: Made by Mr. Snyder, Seconded by Mr. Silverman,
Motion failed 2-3 with Mr. Rockoff, Mr. Boggie and Dr. Rostock voting against.

“That we direct counsel to change the Enabling Act to revise board compensation from \$100 to \$300 per month.”

MOTION: Made by Mr. Boggie, Seconded by Mr. Snyder,
Motion failed 1-4 with Mr. Rockoff, Mr. Boggie, Mr. Snyder and Dr. Rostock voting against.

“THAT THE DISTRICT GOVERNING BOARD authorizes Chairman Rockoff to sign the attached cover letter and directs the Executive Director and legal counsel to present the Enabling Act, as revised, and amended associated requirements to the Palm Beach County Legislative Delegation for consideration as a local bill in the 2021 legislative session and the amendment to it is to alter paragraph (29) to read “To conduct environmental enhancements as necessary and appropriate to minimize damage to the area’s resources and environment, to prevent additional environmental problems from being created, and to provide solutions to existing environmental problems. As used in this paragraph, “environmental enhancement” means physical activities in the waters of the state or on adjacent uplands which involve system repair, redesign or construction, monitoring, planting, propagating, trimming, culturing, shoreline protection and hydrologic or other water quality improvements.

“Solutions to existing environmental problems” and prevent additional environmental problems” means “environmental enhancement” addressed to specific problems with the district. Environmental enhancement not conducted entirely on real property owned or controlled by the district must be coordinated through the Loxahatchee River Management Coordinating Council.”

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

“THAT THE DISTRICT GOVERNING BOARD authorizes Chairman Rockoff to sign the attached cover letter, revised to reflect that we are seeking codification of work we have been conducting, and directs the Executive Director and legal counsel to present the Enabling Act, as revised, and associated requirements to the Palm Beach County Legislative Delegation for consideration as a local bill in the 2021 legislative session. And revising Section (29) to read “To conduct environmental enhancements as necessary and appropriate to minimize damage to the area’s resources and environment, to prevent additional environmental problems from being created, and to provide solutions to existing environmental problems. As used in this paragraph, “environmental enhancement” means physical activities in the waters of the state or on adjacent uplands which involve system repair, redesign or construction, monitoring, planting, propagating, trimming, culturing, shoreline protection and hydrologic or other water quality improvements. “Solutions to existing environmental problems” and prevent additional environmental problems” means “environmental enhancement” addressed to specific problems within the district. Environmental enhancement not conducted entirely on real property owned or controlled by the district must be coordinated through the Loxahatchee River Management Coordinating Council.”

D. Governing Board Appointments and Liaisons

Dr. Arrington and the Board discussed potential changes to the Governing Board Appointments and Liaisons. The Board discussed Mr. Boggie’s roll as liaison to Busch Wildlife Sanctuary, and the Board expressed their preference to have Mr. Boggie remain as liaison to Busch Wildlife Sanctuary as they transition to their new property in Jupiter Farms.

No action was taken.

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 reviewed the Future Business report.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

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

“That the regular meeting of November 19, 2020 adjourns at 9:03 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

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Loxahatchee River Watershed Status Congress Approves the Water Resources Development Act 2020, which includes the Loxahatchee River Watershed Restoration Project

This week we reached a historical milestone for the restoration of the Loxahatchee River. On Tuesday, December 8, the House approved the Water Resources Development Act (WRDA) of 2020, which includes the Project Authorization of the Comprehensive Everglades Restoration Plan's Loxahatchee River Restoration Project.

With the final approvals and the President's anticipated signature on the WRDA 2020 legislation, this provides Federal authorization of a restoration effort that originally began nearly 40 years ago to provide water the river desperately needs during the dry season and restore some of the treasured habitats throughout the watershed.

At our meeting we will discuss the latest developments and the next steps for bringing this important work to fruition.

CONGRESS.GOV

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Examples: hr5, sres9, "health care"

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S.1811 - Water Resources Development Act of 2020

116th Congress (2019-2020) | [Get alerts](#)

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Sponsor: [Sen. Barrasso, John \[R-WY\]](#) (Introduced 06/12/2019)

Committees: Senate - Environment and Public Works | House - Transportation and Infrastructure; Natural Resources

Latest Action: Senate - 12/09/2020 Message on House action received in Senate and at desk: House amendments to Senate bill. ([All Actions](#))

Tracker:

Introduced

Passed Senate


Passed House

To President

Became Law

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	Sewage Spilled	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	
Units		% of Target	million gallons/day	# days demand not met	# blockages with damage in home	Gallons; # impacting surface waters	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	average # days ahead (behind) schedule	# of OSHA recordable injuries	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	< 7.7	<2	Zero	<704; 0	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥ 80%	≥ (30)	Zero	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow		< 90%	< 8.8	≥ 2	1	≤1,500; 0	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥ 60%	≥ (60)	-	1	min ≥ 10 ‰	≤ 3 sites >200
Red		<75%	≥ 8.8	≥ 9	≥ 2	>1,500; ≥1	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	> (60)	≥ 1	≥ 2	min < 10 ‰	≥ 4 sites > 200
2017 Baseline		104%	6.6	1	0	2,225	0	1,127	9	\$ 30,425,084	95%	85%	98%		0	not avail	22.8	1 > 200
2018 Baseline		112%	6.8	1	0	1,606	0	1,216	8	\$ 33,683,858	99%	85%	95%		0.4	42	23.1	1 > 200
2019 Baseline		100%	6.8	1	1	8,022	0	1229	9	\$ 35,137,006	100%	89%	95%		0.3	2	22.9	1 > 200
2019	Nov	113%	6.5	3	1	67,850	0	1,230	18	\$ 33,374,275	98%	90%	92%		0	0	18.7	1 > 200
	Dec	108%	6.9	0	1	310	0	1,291	18	\$ 33,400,263	105%	87%	92%		0	0	6.1	1 > 200
2020	Jan	109%	7.1	6	0	485	0	1,176	7	\$ 34,262,489	104%	93%	92%		0	0	7.3	0 > 200
	Feb	137%	7.4	3	1	447	0	1,227	0	\$ 35,411,980	102%	91%	92%		1	0	24.5	1 > 200
	Mar	40%	7.3	0	0	10,010	0	1,256	2	\$ 34,352,969	104%	90%	92%		0	23	27.9	3 > 200
	Apr	0%	6.9	0	0	121	0	1,331	13	\$ 35,108,854	103%	89%	88%		1	30	32.7	1 > 200
	May	0%	7.3	0	0	4,028	0	1,461	0	\$ 35,110,453	102%	89%	90%		0	31	11.2	2 > 200
	June	0%	8.0	0	0	17,027; 1	0	986	not avail	\$ 34,561,002	101%	88%	90%		0	1	2.0	0 > 200
	July	0%	6.2	0	0	510; 0	1	1,169	not avail	\$ 34,611,807	100%	90%	85%		0	0	17.3	2 > 200
	Aug	0%	6.8	1	0	1,465; 0	0	1,168	2	\$ 35,735,564	100%	88%	85%		1	0	13.0	4 > 200
	Sept	8%	6.9	0	0	50; 0	0	1,221	4	\$ 35,344,038	100%	86%	75%		0	0	14.0	5 > 200
	Oct	16%	7.7	0	0	4,610; 0	0	1,156	11	\$ 35,398,326	93%	94%	100%	(12)	0	0	4.1	2 > 200
	Nov	46%	7.6	0	0	603; 0	0	991	27	\$ 37,051,051	94%	87%	100%	(15)	0	0	2.5	2 > 200
Consecutive Months at Green		0	138	9	9	1	4	122	0	136	0	21	59	2	3	5	0	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Bains	Howard	Howard	Howard

Metric

Public Education
Sewage Spilled
Capital Projects - On Time
Salinity
River Water Quality

Explanation

The COVID-19 pandemic caused closure of the River Center in mid-March. The River Center has resumed a few, select programs and is continuing to provide online content and working on other projects (see River Center report for links).
In our collection system, we had 3 sewage spills resulting in 3,610 gallons of sewage being spilled. Also, there was a 1,000 gallon spill in the Plant due to a poor assumption by a contractor. None of these spills impacted surface waters. See Engineering Report and Operations Report for additional details.
Kris has comprehensively revised how he is tracking performance of capital projects. Because we are using a new approach and we could not back-calculate this metric, I have deleted the old values but not the old colors. See Kris' report for more information.
Over 7-inches of rain fell at LRD in November. Significant rains combined with a saturated watershed produced significant runoff (e.g., maximum flows @ Lainhart Dam = 377 cubic feet per second (cfs); and maximum S-46 flood control releases = 1,143 cfs) that depressed salinity in the lower estuary. See Bud's report for more info.
Two sites (station 62 near Island Way bridge and station 95 in Jupiter Farms) had fecal coliform bacteria concentrations that exceeded 200 cfu/100ml. These elevated values continue to be driven by the very wet conditions impacting this portion of the watershed. See Bud's report for additional details.

Loxahatchee River District

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

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: December 8, 2020
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. Amended Notice of Intent to Assess - Rivers Edge
- B. Budget Policy – to approve a new policy
- C. Procurement Policy – to approve policy updates
- D. Portable Pump Purchase – to approve purchase
- E. Fixed Asset Disposal – to approve disposal
- F. Engineering Services Contract Lift Station Cellular Telemetry – to award contract
- G. Change Orders to Current Contracts – to approve modifications

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

The following Motion is provided for Board consideration:

“THAT THE GOVERNING BOARD approve the Consent Agenda of December 17, 2020 as presented.”

Signed,

D. Albrey Arrington, Ph.D.
Executive Director

J:\BOARD\Consent2020.docx

Loxahatchee River District

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



TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: DECEMBER 1, 2020
SUBJECT: AMENDED NOTICE OF INTENT TO ASSESS-RIVERS EDGE

Attached to this letter is the AMENDED Notice of Intent to Assess for the RIVERS EDGE Assessment Area removing three properties from the assessment area. These three properties do not belong within the Rivers Edge Assessment area.

A suggested motion for the Board to consider is:

“THAT THE DISTRICT GOVERNING BOARD approve the AMENDED NOTICE OF INTENT TO ASSESS for the RIVERS EDGE Assessment Area.”

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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

AMENDED PENDING LIEN NOTICE
RIVERS EDGE 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 **AMENDS THE EXISTING NOTICE OF INTENT TO ASSESS, recorded on February 24, 2014 in Official Record Book 2704, Pages 443 through 450 Public Records of Martin County, Florida, to REMOVE** the following Properties and Property Owners from the Rivers Edge Assessment Area:

K L Florida Properties LLC (formerly owned by Mr. Kevin Bell at time of filing)
Vacant lot off SE Rivers Edge St
Jupiter, FL 33458
PCN: 21-40-42-000-00012-0

Ms. Mary Malley
7188 SE Rivers Edge St
Jupiter, FL 33458
PCN: 21-40-42-000-00013-9

Apple Tree LLC
Vacant Lot-SE Loxahatchee River Rd
Jupiter, FL 33458
PCN: 21-40-42-001-00011-0

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 17th day of DECEMBER, 2020, 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 December, 2020, by D. Albrey Arrington Ph.D., in person, as EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District. He is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: December 11, 2020
Subject: Budget Policy

The Loxahatchee River District's annual budget serves as the foundation for the District's financial planning and as a management control device. The District recognizes that budget policies that are consistently followed will assist the District in achieving current and future goals in a fiscally responsible and sustainable manner. To successfully achieve this goal staff has drafted the attached Budget Policy. Staff believes this is a straightforward policy that will set forth the parameters for the development and amendment, if any, of the annual Budget document.

The following motion is recommended for approval:

“THAT THE DISTRICT GOVERNING BOARD approve the attached Budget Policy and direct the Executive Director to implement the policy with an effective date of December 18, 2020.


Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-FIN-04.00
		Effective Date	12/18/2020
		Revision History:	New
Author: Kara Fraraccio		Revision No.	1
		Review Date:	12/2025
Issuing Department: Finance and Administration		Page:	Page 1 of 2

BUDGET POLICY

Purpose

The Loxahatchee River District's annual budget serves as the foundation for the District's financial planning and control. The purpose of this policy is to outline the Loxahatchee River District's guidelines for budgetary decision-making and set standards for sound budgetary practices. Budget policies that are consistently followed will assist the District in achieving current and future goals in a fiscally responsible and sustainable manner.

Policy

General Policy

The District adopts an annual budget which is employed as a management control device. The budget must be approved by the Governing Board each year prior to October 1, the beginning of our Fiscal Year. The budget must be balanced, so that the total of the estimated revenues, including balances brought forward, equals the total Appropriations for expenditures and reserves. The Governing Board must hold a public hearing prior to adopting the final budget. The District may not expend or contract for expenditures in any Fiscal Year except pursuant to the adopted budget (including approved Budget Amendments).

Budgetary Basis

The District's budget is adopted on a Full Accrual Basis with the exception of depreciation which is not budgeted. Expenditures for capital outlays are budgeted. These outlays are capitalized into fixed assets and eliminated from the results of operations on a Generally Accepted Accounting Principles (GAAP) basis.

Budget Adoption and Modification

The annual budget must be adopted by the Governing Board by resolution. The level of Budgetary Control is legally maintained in the aggregate. Budget Transfers are not required so long as the total Appropriations are not exceeded. Budget Amendments which increase total Appropriations must be approved by the Governing Board by resolution. Year-end Budget Amendments must be completed within 60 days of the Fiscal Year end. Unused Appropriations for budgeted funds lapse at the end of the Fiscal Year.

Transparency

The tentative budget must be posted on the District website not less than two (2) days before the public hearing to consider such budget and must remain on the website for at least 45 days. The

Authority: Florida Statutes 189, as amended

Date Approved by Governing Board: 12/17/2020

final budget must be posted on the District website within 30 days after adoption and must remain on the website for two years.

Monitoring and Control

The Director of Finance and Administration will monitor expenditures and report to the Governing Board, Executive Director, and Division Directors monthly. Monthly reports will include the current status of revenues and expenditures to-date compared with the corresponding budget figures.

Definitions

List definitions necessary to understand the policy statement (section above).

- A. Appropriation: A group of one or more related expenditure accounts which represents the level of Budgetary Control established in the District's financial system.
- B. Budget Amendment: An increase or decrease in budgeted revenues with corresponding increase or decrease in Appropriations.
- C. Budget Transfer: A transfer of Appropriations among two or more accounts where the budgeted total is not changed.
- D. Budgetary Control: the level at which expenditures cannot exceed the budgeted amount.
- E. Fiscal Year: the fiscal year commences on October 1 and ends on September 30 of the following calendar year.
- F. Full Accrual Basis: a basis of accounting where revenues are recognized when earned and expenses are recognized when incurred.

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. Cash Reserve Policy (under development)
- B. Budget Procedures (under development)
- C. Month-end Close Procedures

Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: December 11, 2020
Subject: Procurement Policy

District staff relies on our Procurement Policy for guidance and direction when purchasing goods, supplies, and services. The last revision to this policy was approved by the Governing Board in December 2018. Following this memo, you will find the draft Procurement Policy with recommended revisions shown using track changes. The most meaningful revisions to our Procurement Policy can be summarized as:

1. We continue to systematically work to improve the clarity and semantics of the language used throughout the policy.
2. Section 2.03(7) Tie Bids – We have added language to include our Contractor Safety Management Policy as an additional item to consider in instances when two or more vendors submit the exact same dollar amount as their bid offer, or if two or more firms are deemed equal with the respect to price, quality, and service.

Contractor Safety Management Plan – In accordance with the District's Contractor Safety Management Policy, the District may give preference to a contractor whose safety qualifications are ranked the highest.

3. Section 4.0(3)(n) Causes for suspension and debarment include – added Contractor Safety Management Policy as an additional item.

For violation of the District's Contractor Safety Management Policy

The following motion is recommended for approval:

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Procurement Policy and direct the Executive Director to implement the policy with an effective date of December 18, 2020.”

Effective Date:

November 1, 2001

Revised – October 27, 2010

Revised – June 20, 2013

Revised – May 26, 2016

Revised – June 16, 2016

Revised – June 21, 2018

Revised – November 16, 2018

Revised – December 13, 2018

Revised – December 18, 2020



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PROCUREMENT POLICY**

1.0 EXECUTIVE SUMMARY

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

1.01 AUTHORITY

The authority to procure and pay for goods or services for the District rests with the Executive Director. The Finance Department controls all purchases. The Purchasing Principal is responsible for the functions of the purchasing process and will make recommendations, when necessary, to the Director of Finance, Deputy Executive Director, Executive Director, or the Board. The Purchasing Principal is the authorized representative of the District to procure materials for the District. In the Purchasing Principal's absence, the Warehouse Coordinator may procure goods and services on the District's behalf.

Before entering into any agreement, contract, or arrangement that obligates the District to pay a sum of money or otherwise perform in some manner, proper purchasing procedures must be followed in accordance with the Procurement Policy. All District employees are required to follow the provisions of this Procurement Policy and must not engage in any unauthorized purchase. Any District employee who intentionally or knowingly commits an unauthorized purchase may be held personally liable for such purchase and may be subject to disciplinary actions.

The following are unauthorized purchasing practices:

- 1) Dividing purchases into multiple segments in an attempt to issue a single purchase order below the dollar threshold requirements as established in this Procurement Policy.
- 2) Purchase of any supply(ies) or service(s) above the dollar threshold established in this Procurement Policy directly from a vendor, bypassing the Purchasing Division.
- 3) Committing to a purchase without issuance of an authorized Purchase Order, when one is required.

- 4) Providing false information such as a false quotation.
- 5) Adding unauthorized purchases to a previously approved Purchase Order without the appropriate approval authority and subsequent modification of the Purchase Order.

Pre-approval is required before purchases are made and after-the-fact approval of purchases is to be avoided. Violation of this Procurement Policy may result in discipline up to and including termination.

1.02 DEFINITIONS

- 1) **Best** – means the highest overall value to the District based on factors that include, but are not limited to, price, quality, design, workmanship, past performance, and timeliness.
- 2) **Bidder** – means a person or entity replying to an ITB, RFP, ITN or RFI.
- 3) **Board** – means the Governing Board of the District.
- 4) **Change Order** – means a written order amending an existing Purchase Order or Contract to correct errors, omissions, or discrepancies, to cover acceptable overruns and freight costs, to expand or reduce the scope of goods or services ordered, to expand or reduce contract duration, or to direct other changes in contract execution to meet unforeseen field, emergency, climatic, regulatory or market conditions.
- 5) **Competitive Selection** – means the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
- 6) **Continuing Contract** – means a contract that allows for incremental execution using individual task orders.
- 7) **Contract** – means (a) a deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement regardless of what it is called for the procurement of goods, services, consultant services, or construction; and (c) a purchase order.
- 8) **Design-Build Firm** – means a partnership, corporation, or other legal entity that: (a) Is certified under Section 489.119, Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or (b) Is certified under Section 471.023, Florida Statutes to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes to practice or to offer to practice landscape architecture.
- 9) **Design-Build Contract** – means a single contract with a design-build firm for the design and construction of a public construction project.
- 10) **Design Criteria Package** – means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site

development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

- 11) **Design Criteria Professional** – means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- 12) **District** – means the Loxahatchee River Environmental Control District, a special district created by the Florida Legislature under Chapter 71-822, Special Acts of Florida 1971 and restated by codification in Chapter 2002-358, Laws of Florida.
- 13) **Electronic Posting or Electronic Post** – means the noticing of solicitations, agency decisions or intended decisions, or other matters related to procurement on a centralized Internet website designated by the District for this purpose.
- 14) **Emergency Purchase** – means an expeditious purchase of goods, services, consultant services or construction services to reduce an imminent or existing threat to the health, safety, or welfare of persons or property within the District, as provided for in Section 2.09 of this Procurement Policy.
- 15) **Invitation to Bid or ITB** – means a written or electronically posted solicitation for competitive sealed bids for the purchase of goods, services, or construction. The invitation for bid is used when the District is capable of specifically defining the scope of work for which the contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.
- 16) **Invitation to Negotiate or ITN** – means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of goods or services.
- 17) **Purchase Order or PO** – means a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, services, etc.
- 18) **Purchase Requisition** – serves to inform the Purchasing Department of the needs of a specific user and to define correctly the material or service requested, and is required for the purchase of any items not of an emergency nature and not covered under Petty Cash, P-Card, or Check Request.
- 19) **Purchasing Principal** – means ~~is~~ the ~~authorized~~ representative of the District who is authorized to procure materials for the District or his/her designee.
- 20) **Request for Information or RFI** – means a written or electronically posted request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract.
- 21) **Request for Proposal or RFP** – means a written or electronically posted solicitation for competitive sealed proposals for goods, consultant services, and/or other services. A Request for Proposals is used when it is not practicable for the District to define specifically the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document.

Evaluation of a proposal or response is based on prior established criteria, which involves more than price. The RFP shall provide the evaluation criteria and state the relative importance of price and applicable evaluation criteria.

- 22) **Request for Quote or RFQ** – means an oral, electronic, or written informal request for written pricing or services information from a vendor for goods or services.
- 23) **Responsible Vendor or Responsible Bidder** – means a vendor or bidder who has capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.
- 24) **Responsive Bid or Responsive Proposal or Responsive Reply** – means a bid, proposal, or reply submitted by a responsible bidder, which conforms in all material respects to the solicitation.
- 25) **Responsive Vendor or Responsive Bidder** – means a vendor or bidder that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- 26) **Sole Source** – means a sole source (A.K.A. single source) purchase exists when research has determined there is only one potential vendor for the good or service.
- 27) **Substitution** – means a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.

2.0 COMPETITIVE SOLICITATION REQUIREMENTS

The District will comply with the competitive solicitation requirements of:

- 1) Auditor Selection provided for in Section 218.391 of the Florida Statutes;
- 2) Public Construction/Works provided in Section 255.20 of the Florida Statutes;
- 3) Consultants' Competitive Negotiation Act provided in Section 287.055 of the Florida Statutes; and
- 4) Local Government Investment Policies provided in Section 218.415 of the Florida Statutes.

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

Competitive Threshold Category	Purchase Dollar Amount (per item)	Process Requirement
Category One	\$0 - \$5,000	Single Quote or Relevant Pricing Information
Category Two	\$5,000.01 - \$50,000	Three Competitive Written Quotes (RFQ)
Category Three	\$50,000.01 or more	Competitive Selection – ITB, ITN, RFI, RFP

The above chart represents the minimum procurement process requirements. The Purchasing Principal has discretion to determine whether a good or service requires a more comprehensive process (i.e. a determination that a particular good or service in Category One or Two requires additional quotes, a competitive sealed bid or RFP.) Nothing in this Procurement Policy should be construed as limiting the Executive Director's authority to execute multiple Contracts for materials, supplies, and services to one vendor that exceeds \$50,000 cumulatively, so long as the materials, supplies, and services are for separate projects and each project does not exceed \$50,000; however, purchases may not be structured into multiple transactions to fall into a lower Competitive Threshold Category. Purchase Dollar Amount thresholds are measured by project and based on the Contract amount for the Contract term, or where no term is specified on a fiscal year period.

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

2.01 OBTAINING QUOTES

- 1) For purchases of goods or services in Category One, the Purchasing Principal shall obtain at least one quote or relevant pricing information. Quotes may be obtained by any employee but must be forwarded with the Purchase Requisition to the Purchasing Principal for review and processing.
- 2) For purchases of goods or services in Category Two, the Purchasing Principal shall obtain through a request for quotes at least three written quotes. Each written quote should detail the quantity and description of the item purchased. Vendors must complete and return the written quote within the designated time period. The Purchasing Principal will then review the quotes and obtain any necessary employee input relating to which vendor has submitted the best, responsive, and responsible quote meeting the specifications. Written quotes must have the name of the individual person providing the quote. An email is an acceptable form of a written quote. For exceptions, see Section 2.06.
- 3) Substitution requires the approval of the Purchasing Principal prior to shipment. Any products delivered that do not meet specification, or substitute products shipping without prior approval, will be returned to the vendor at the vendor's expense. When a shipment or product is returned, the vendor must make immediate replacement with acceptable merchandise or the District may seek all available remedies for default.

2.02 COMPETITIVE SELECTION

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

- 1) **Invitation to Bid** – Unless otherwise provided by law, the District shall publicly advertise an invitation to bid no less than ten (10) calendar days prior to the bid opening. The invitation to bid must include a detailed description of the goods or services sought; the time and date for the submittal of sealed bids; the time and date of the public opening of submitted bids; the date for the District to award the bid; all contractual terms and conditions applicable to the contractual services or goods sought; and the

criteria to be used by the District to determine the award of the bid. The public notice must also include a reference to the protest provisions set forth in Section 2.03(10).

- 2) **Invitation to Negotiate** – *See* Section 2.04.
- 3) **Request for Information** – Unless otherwise provided by law, the District shall publicly advertise an RFI no less than fourteen (14) calendar days prior to the response opening. The request shall include a description of the information sought; the time and date for the submittal of responses; and the date for the District to review the responses. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract. Responses for these requests may be used by the District in determining its needs with regard to the good or service and in developing ITB, ITN, or RFP related to the purchase of the good or service.
- 4) **Request for Proposals** – Unless otherwise provided by law, the District shall publicly advertise an RFP no less than fourteen (14) calendar days prior to the proposal opening. The request shall include a detailed description of the services and/or qualifications sought; the time and date for the submittal of proposals; the date for the District to select a proposal; all contractual terms and conditions applicable to the contractual services sought; and the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The public notice shall also include a reference to the protest provisions set forth in Section 2.03(10).

2.03 BIDS AND PROPOSALS

- 1) **Packages** – Bid packages or requests for proposal must be prepared with the appropriate terms and conditions and detailed specifications, including items to be bid, units, and total (or estimated) quantity desired, instructions for bidding, delivery information, and any special requirements for bidding. Where possible, the District's standard bid or proposal format should be used. Assigned dates and time for pre-bid meetings, if any, and for the public bid opening must be included. If the pre-bid conferences are mandatory, a representative from the bidder's firm must attend or its bid will be rejected. Bids and RFPs will be publicly opened and read at the time designated in the documents. The timing of the release of sealed bids/proposals, as public records, will be in accordance with Chapter 119 of the Florida Statutes.
- 2) **Bid/Proposal Submissions** – A bid/proposal must be submitted on the District's forms, signed by a legal officer of the company, and provide all requested information; otherwise, the bid/proposal is subject to being rejected.

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

The entire bid/proposal, including cover letter, all instructions, addenda, if any, and actual bid form must be returned intact. Further, all bids/proposals returned must be in envelopes, sealed, and clearly marked on the outside "SEALED BID" or "SEALED RFP." Failure to

read or comply with the bids or RFPs general information will in no way relieve the bidder(s) from their liabilities arising in the ITBs/RFPs.

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

- 3) **Specifications** – The preparation of specifications is the responsibility of the department requesting the proposed purchase, with the advice and assistance of the Purchasing Principal. Manufacturer's names, trade names, brand information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless the bid so stipulates. When the bid allows equal or equivalent products that conform to the required specifications, indicate on the bid form the manufacturer's name, model or catalog number as may be required. Submit with your bid complete descriptive literature and/or specifications as well as a detailed explanation of how the proposed items meet the specification. The District reserves the right to determine what is equal or equivalent. Bids which do not comply with these requirements are subject to rejection. If the bidder fails to name another equal or equivalent item(s), it will be assumed that the bidder is bidding on, and will be required to furnish, goods identical in every respect to the bid standard. Only one alternate per item number, as close to specifications as possible, will be allowed. If more than one alternate on an item is submitted, the District will only consider one alternative that it determines is equal or equivalent and the remaining alternatives will not be considered.

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

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

- 4) **Bonds – Bid, Performance, and Payment** – When bid bonds are required, the bid must be accompanied by a certified check or cashier's check, treasurer's check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents. Unless otherwise specified in the ITB, bid deposit checks or bonds (if requested) will be returned to the successful bidder following acceptance of a signed Contract and receipt of the Public Construction Performance and Payment Bond, if required. Bid deposit check and bonds (if requested) posted by the unsuccessful bidders will be released in accordance with the timeframes provided in the

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

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

All bonds shall be in the form prescribed by laws and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The surety company must be licensed to do business in the State of Florida, hold a certification of authority authorizing it to write surety bonds in this state, have twice the minimum surplus and capital required by the Florida Insurance Code at the time the ITB is issued and be otherwise in compliance with the provisions of the Florida Insurance Code.

Unless otherwise specified in the bid, the surety shall have a least the following minimum ratings:

CONTRACT AMOUNT	BEST'S RATINGS
\$250,000 to \$500,000	Class V B+ or better
\$500,000 to \$2,500,000	Class VI A or better
\$2,500,000 and over	Class VII A or better

RATINGS SCHEDULE

Class V	\$10,000,000 to	\$ 25,000,000
Class VI	\$25,000,000 to	\$ 50,000,000
Class VII	\$50,000,000 to	\$100,000,000

A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify the District and shall, within 20 days after the event giving rise to

such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- 5) **Bid/Proposal Selection** – The District may select a bid or proposal upon any relevant criteria to the extent the invitation or request clearly provide the applicable evaluation criteria and state the relative importance of each. Only qualified, responsive, and responsible bids will be considered for award. If the Contract is to be awarded based solely on price, the Contract must be awarded to the lowest qualified, responsible, responsive bidder/proposer in accordance with the applicable District resolution and applicable contract documents. This Section does not restrict the right of the District to reject the low bid of a non-responsible or non-responsive bidder and to award the Contract to the next highest ranked qualified and responsive bidder or the right of the District to reject all bids and rebid the project or elect not to proceed with the project. The Board reserves the right to waive minor formalities in any bid/proposal and to accept any bid/proposal, which they consider to be in the best public interest. Once the bids or proposals are evaluated, the bids or proposals and the recommendation are forwarded to the Board for review, approval, and award. The District will provide notice of a decision or intended decision within ten (10) calendar days after bid or proposal opening where the 10-day period does not include the date of the notice or opening. Notice of such decisions or intended decisions will be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).

Awards will be made to the lowest and best Responsive and Responsible Bidder as determined by the Board, in its sole discretion. The Board's decision will be final and conclusive.

- 6) **Request to Withdraw Bid/Proposal** – A request for withdrawal will be granted if received by the District in writing at any time before the bid opening. The Board may grant a request for withdrawal, if received by the District in writing at any time before execution of a Contract with the bidder/proposer.
- 7) **Tie Bids** – Unless the Bid or Request for Proposal stipulates criteria for determination of an award for tie bids the criteria below will be used when two or more vendors submit the exact same dollar amount as their bid offer, or if two or more firms are deemed equal with the respect to price, quality, and service. In order of importance, the following criteria will be used to break a tie:

a) Drug Free Work Place – In accordance with Section 287.087 of the Florida Statutes, a drug-free workplace will be given preference. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

a)b) Contractor Safety Management Plan – In accordance with the District's Contractor Safety Management Policy, the District may give preference to a contractor whose safety qualifications are ranked the highest.

b)c) Local Preference – When prices, quality and other considerations are essentially identical, the bidder with a place of business in Martin or Palm Beach County may be given preference.

e)d) Toss of the Coin.

- 8) **Bidders Liability** – If a bidder fails to enter into any Contract with the District based on the submitted bid, bidder acknowledges that bidder is liable to the District for all costs to re-bid the project as well as the difference between the agreed bid price and the price the District pays to secure the merchandise from another source. Failure to pay said amount to the District upon demand will result in the bidder being debarred and therefore, ineligible to submit Bids, proposals, or quotes to the District for a period of not less than three (3) years from date of the infraction.

- 9) **Tax Savings Program** – In order to limit the Florida Sales Tax upon a project and pursuant to Florida Statutes, and particularly Rule 12 A-1.094 (3), Florida Administrative Code, purchases under this procedure are exempt from competitive procurement.
 - a) The District shall issue a Certificate of Entitlement to the Contractor certifying: (1) that the materials and supplies purchased will become part of a public facility; and (2) that the District will be liable for any tax, penalty, or interest due should the Department of Revenue later determine that items purchased do not qualify for exemption.
 - b) The District shall provide to Contractor a requisition form to be utilized for purchase of those supplies, materials and equipment (SME) described in this Procurement Policy. The District reserves the right to, at any time during the term of the project, add to, delete from, or modify the description of supplies, materials, and equipment described herein, at the District's sole discretion.
 - c) Requisition forms will only be issued for the SME described in this Procurement Policy. Such forms must be prepared and submitted by the Contractor to the District. Such form must be submitted in sufficient time for review and consideration by the District so that the materials may be acquired directly by the District and delivered to the project site in sufficient time to assure its availability at the time that it is needed and so as not to delay progress of the project. It shall be the responsibility of contractor to assure that such requisition forms are submitted to the District's representative for approval by the District with sufficient time for the District's review and processing, such that no delay shall affect the need for or order of the item. It shall be the responsibility of Contractor to assure the subcontractors, sub-subcontractors, specialty contractors and others have the materials sought to be requisitioned on hand at the time required for installation in accordance with the project schedule.
 - d) The District will issue Purchase Orders to the appropriate vendors as designated and shown upon requisition forms. A copy of the Purchase Order will be returned to the Contractor.
 - e) Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of District and by doing so the District shall take title of the materials delivered. Delivery ticket must be attached to the invoice to District, to be forwarded through Contractor.
 - f) The Contractor must submit invoices addressed to the District in a timely manner to allow District to take advantage of any applicable discounts. The District will issue

payment of invoices for materials purchased as described in this procedure directly to the vendor to whom the Purchase Order was issued.

g) Contractor shall prepare a complete list of instructions to be distributed to all applicable subcontractors with the procedures to be followed under the Sales Tax Savings Procedures. These instructions shall cover those matters hereinafter set forth.

h) Materials, supplies, and equipment acquired using this procedure are subject to the warranty provisions as required by the Contract between the Contractor and the District. Contractor acknowledges that District will be ordering materials for said project pursuant to the ability to benefit from the tax savings provisions of this agreement. Contractor further agrees that it is responsible for acceptance of delivery, storage, and installation of products ordered by the District. Further, Contractor is liable for all loss or damage to products subsequent to delivery of those products from the vendors or suppliers.

i) Foregoing procedure is for limiting Florida Sales Tax upon the project pursuant to Florida Statutes and particularly Rule 12 A-1.094(3), Florida Administrative Code. Provisions hereof and procedures shall be construed in order to carry out the intent of the parties. Provisions hereof and procedures established hereby may be amended by District at any time, upon any indication that such change, amendment or alteration is necessary to assure non-taxable sales tax treatment of the project.

j) The Contractor is responsible for any defects, storage, delivery, and installation as set forth in the contract documents for all materials, products, and systems purchased by the District. The Contractor must maintain as a part of the required Builders' Risk Insurance, or other insurances being provided, full replacement coverage for all items purchased by the District under this Sales Tax Savings Procedure.

10) ITB/RFP Protest Provision – This procedure applies to the resolution of all protests arising from the competitive award procedures set forth above. By submitting a bid/proposal to the District, bidder acknowledges and agrees that all protests will be handled in accordance with the process set forth in this Section:

a) Notice of Protest – Notice of all District decisions or intended decisions will be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>). Any person adversely affected by a bid or request for proposal must file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest must be filed within ten (10) business days after the protesting party files the notice of protest. All timeframes above exclude Saturdays, Sundays, and state holidays, in their computation. No time will be added to the above time limits for mail service.

b) Formal Written Protest – The formal written protest must state with particularity the facts and law upon which the protest is based, such as:

1. The name and address of the person or firm filing the protest;
2. An explanation of how they are adversely affected by the District decision or intended decision;

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

hearing before the Board. Within seven (7) business days from the conclusion of the hearing, the Board will provide a written final decision on the matter to the protestor.

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

2.04 COMPETITIVE NEGOTIATION

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

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

- 1) **Written Request** – The Purchasing Principal shall submit a request in writing to the Board detailing the necessity to contract by negotiation, the proposed steps to be followed by the District in negotiating the Contract, and the proposed vendors that will be used in the negotiations. The Board's intended decision to contract by negotiation will be posted in the Purchasing Principal's office.
- 2) **Public Notice** – The District shall publicly advertise each instance in which services or goods are being sought and provide a general description of the project/goods. The notice must indicate how interested parties may apply for consideration and must indicate the criteria required to be submitted in any responsive letter of interest. The public notice must also include a reference to the bid protest provisions set forth in Section 2.03(10).
- 3) **Letter of Interest** – Pursuant to the public notice, a firm desiring to provide services for a project must timely submit a letter of interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, and other information required by the notice necessary for the District to evaluate whether the firm is qualified. For contracts for the purchase of goods, each vendor shall provide a final firm price, terms, and conditions for the specific commodity/contractual service offered.
- 4) **Competitive Selection** – The Purchasing Principal shall evaluate each letter of interest submitted regarding qualifications and performance ability and will conduct discussions with and may require public presentations by responding firms regarding their qualifications, approach to the project, and ability to furnish the services required pursuant to the terms of the notice. The Purchasing Principal shall select and list not less than three firms, in order of

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

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

2.05 CONSULTANTS COMPETITIVE NEGOTIATION ACT – DESIGN BUILD

The District will comply with the competitive solicitation requirements of the Consultants' Competitive Negotiation Act provided in Section 287.055 of the Florida Statutes (CCNA). Pursuant to Section 287.055(9) of the Florida Statutes, the following are rules that will apply to all design-build contracts.

- 1) The District shall employ or retain a design criteria professional, who has been selected through CCNA, who will prepare the design criteria package for the design and construction of the public construction project. This design criteria professional is not eligible to render services under a design-build contract executed pursuant to the design criteria package.
- 2) The District shall publicly advertise the design criteria package and the advertisement must include a general description of the project and indicate how, and the time in which, interested design-build firms may apply for consideration. The design-build contract must be awarded through either the use of the qualifications-based selection process pursuant to Section 278.055(3), (4), and (5) of the Florida Statutes, or the competitive proposal selection process described below. If the District uses a qualifications-based selection, then the District shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative.
- 3) Procedures for the use of a competitive proposal selection process are as follows:

- a. Solicitation – Requests for proposal shall be sent to all interested firms requesting that their qualifications and proposed design be submitted at a time and place certain. The request for proposal must contain at a minimum the design criteria package, scope of services to be provided by the design-build firm during the performance of the design-build contract including the schedule and time period in which the services are to be complete; insurance coverages and bonding requirements; instruction covering the form, content, and manner of qualifications statement; evaluation criteria and procedures including proportional weighing to be used to evaluate the proposals; technical and design proposal of the project; draft design-build contract; and any other information pertinent to selection and award of the design-build contract. As an option the District will incorporate price into the evaluation process as well.
- b. Evaluation – The committee shall review all proposals received prior to the announced deadline and identify the no less than three firms deemed qualified to perform the required services based on evaluation criteria contained in the request for proposal, including but not limited to qualifications, availability, and past work of the firms, including the partners or members of the firms. The committee shall then rank and short-list firms based on the evaluation criteria set forth on the request for proposal. The committee may require oral presentations of the short-listed firms. The average combined score received from the written proposal and oral presentation will determine the final ranking of firms. Price will also be considered in the evaluation process if used as an optional criterion. If price is included, firms responding to the Request for Proposal shall submit both technical and price proposals. The price proposal would consist of either a lump sum, fixed fee amount or a guaranteed maximum not to exceed price. The price proposal must be based upon and include all costs or expenses to be incurred by the design-build firm in implementing and completing all aspects of the design-build project.
- c. Negotiation – After ranking, the committee shall attempt to negotiate a contract within the parameters of the design criteria package. The final negotiated price cannot exceed the price submitted in their proposal. Subsequent to competitive negotiations, the selected firm will establish a guaranteed maximum price and guaranteed completion date.
- d. The design criteria professional will be consulted in the evaluation process, the supervision or approval of the District of the detailed working drawings of the project, and for the evaluation of the compliance of the project construction with the design criteria package.
- e. In the case of public emergencies, the Board [will need](#) to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

The Purchasing Principal will determine if the design-build method is appropriate for a particular project. In making the decision, the Purchasing Principal will determine whether design-build or contracting separately for professional design and construction services is in the best interest of the District by considering the following factors:

- 1) The potential for project costs savings or costs reduction;
- 2) The need or potential for reducing the time to complete the project;

- 3) The need or potential for enhancing revenue production by expediting completion, activation and operational use of the project;
- 4) The need or potential to expedite the completion, activation, and operation of the project due to public service considerations or user decision operational needs and requirements;
- 5) The potential for collaboration to develop designs and construction methodology that could provide a project with enhanced qualities or aesthetics, innovative use of materials, economy of construction, operational efficiency, or functional effectiveness;
- 6) The need or potential for protecting, preserving, and enhancing the health, safety, and welfare of the public.

2.06 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT

The Purchasing Principal for goods or services may grant an exemption when it is in the District's best interest and allowed by a referenced statute, rule, or regulation.

2.06.01 Typical Exceptions

Typical exemptions include, but are not limited to, the following:

- 1) Real Property Acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board
- 2) Court-ordered fines and judgments, resulting from litigation
- 3) Exceptional disbursements as authorized by the Board
- 4) Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and charged against the appropriate budget for such fees
- 5) Cash transfers and investment transactions for fiscal management purposes, processed through the Accounting Department, and disbursed from general ledger accounts
- 6) Accrued or current liabilities already disbursed from the budget, processed through the Accounting Department, and paid from or through general ledger accounts
- 7) Debt service payments processed by the Accounting Department and charged against budgetary accounts
- 8) Refund of a cash or surety bond
- 9) Refunds of current or prior year revenues charged against budgetary accounts
- 10) Grant disbursements to federal, state, or local government agencies, or to private groups or agencies
- 11) Insurance including but not limited to liability, property, medical, and workers compensation insurance, deductibles, or payments from any loss fund established for such purpose
- 12) Utilities, including but not limited to electric, water, cable, telephone and cellular services, except as provided by Chapter 2002-358, Laws of Florida
- 13) Toll charges and gas cards,
- 14) Dues and memberships in trade or professional organizations

- 15) Subscriptions for periodicals, advertisements, copyrighted material
- 16) Part-time and temporary labor and employees
- 17) Advertising in newspapers, magazines, social media, etc.
- 18) Postage, shipping and express mail costs
- 19) Office, warehouse space, boat slip, submerged land or other property rental or lease
- 20) Railroad leases and associated costs and fees
- 21) Warranty or maintenance agreement costs required by the original manufacturer or installer
- 22) Professional medical services, authorized hospitality expenses
- 23) Job-related travel, seminars, tuition registration and training
- 24) Legal services, expert witnesses, court reporter services, and all other related expenses of claims, anticipated litigation, and/or litigation
- 25) Consultant Services, as defined in Section 2.0, unless otherwise provided by law. For example, services covered by Sections 287.055 (CCNA) and 218.391 (Auditor Selection) would not be exempt from Competitive Solicitation. Anytime this exemption is utilized, a justification as to why consultant services should not or cannot be competitively solicited must be provided to the Purchasing Principal for approval prior to entering into a Contract for the service. The Purchasing Principal will determine, on an individual basis, whether the exemption is applicable.
- 26) Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
- 27) Political lobbying services
- 28) Transactions by Interlocal Agreement
- 29) Art work, maps, and design services (including website design)
- 30) Permitting fees
- 31) Security services by off-duty law enforcement personnel
- 32) Camp programs including admission fees to parks, movies, entertainment venues, etc.
- 33) Services provided by non-profit organizations, educational institutions, governmental and quasi-governmental agencies
- 34) Purchases under Tax Savings Program
- 35) Sole source items in accordance with Section 2.06.03 below
- 36) Purchases which "piggy-back" on existing government contracts in accordance with Section 2.06.03 below
- 37) Intergovernmental purchases and agreements
- 38) Emergency purchases as noted in Emergency Purchase Section 2.09

- 39) Computer maintenance and/or software licenses for existing software
- 40) Credit card processing fees
- 41) Maintenance of vehicles and equipment; when considered to be in the best interest of the District and the services are to be performed by the vehicle or equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated, the services may be procured without bid.
- 42) Surplus or used goods that are procured from a government auction such as govdeals.com.
- 43) Multiple quantities of a single item of common operational supplies

2.06.02 Public Construction Project Exemptions

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

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

2.06.03 Sole Source, Piggybacking, Cooperative Purchases, and Standardization.

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

- 1) Sole Source:
 - a) If the Purchasing Principal determines that a service or good is available from a single source and the total cost is within Category One or Two, then the purchase may be excepted from procurement requirements, in writing, upon filing a written statement stating the conditions and circumstances requiring the purchase and filing the written statement in Accounting.
 - b) If the Purchasing Principal determines that a service or good is available from a single source and the total cost is within Category Three, the purchase may be excepted from bid requirements by the Board, in writing, upon the filing of a certification by the Purchasing Principal stating the conditions and circumstances requiring the purchase. This certification must set forth the purpose and need of the purchase and explain why the single source is the only one that will produce the desired results. The District's intended decision will be presented to the Board on the consent agenda at the next regularly scheduled public meeting.
 - c) In any case, where the District seeks to purchase from a sole source, materials for the construction, modification, alteration, or repair of any District-owned facility, the District's Board must first make the written findings required by Section 255.04 of the Florida Statutes.
- 2) Cooperative Procurement ("Piggy-backing") – Pursuant to Section 189.053 of the Florida Statutes the District may purchase services or goods other than professional services governed by Section 287.055 of the Florida Statutes, from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, competitive selection, or competitive negotiation, and which are otherwise in compliance with Florida Statutes and this Procurement Policy.
 - a) Piggybacking is permissible when another government agency's procurement documents allow for cooperative procurement or the agency and the vendor/contractor agrees to allow cooperative procurement in writing, and if such purchases are to the economic advantage or in the best interest of the District and are otherwise in compliance with Florida law and this Procurement Policy.
 - b) The District may piggyback for those professional services including architectural, engineering, landscape architectural, surveying and mapping, except as otherwise prohibited by Section 287.055 of the Florida Statutes
- 3) Cooperative Purchasing – The District may participate in, sponsor, conduct, and/or administer a cooperative purchasing program (e.g., GSA Advantage, State of Florida Contracts, Southeast Florida Governmental Purchasing Co-Operative Group, Florida Sheriff's Association, and National Joint Powers Alliance).
- 4) Online Marketplaces (e.g., Amazon.com, govdeals.com, ebay.com) – The District may purchase Category One or Two goods and/or services, other than those with a statutory specified process, from Online Marketplaces, if such purchase is deemed to be in the best interest of the District. For Category Two purchases from an Online Marketplace, documentation must be kept demonstrating the best option from the Online Marketplace was purchased.

- 5) Standardization – Standardization of products may occur when a process has been completed based on defining and applying uniform specifications such as quality, design, and performance. The standardization process is to be conducted by the using department, in conjunction with the Purchasing Principal. The Purchasing Principal will maintain documentation of the process, including details to support the standardization designation. The Board must approve the standardization designation and add the product to the list of approved standardized products included within “Construction Standards and Technical Specifications,” which is maintained on the District’s website. Thereafter, the Purchasing Principal may negotiate purchase of standardization products on a sole source basis. Periodic reviews of the standardization designations should be completed by the using department to ensure standardization requirements are being met and are still in effect. Said reviews should be completed at a minimum of every four years and documentation shall be maintained by the Purchasing Principal to show compliance. Levels of purchasing authority shall be followed to procure standardized products. The Board must approve any changes to the list of standardized products.

2.07 WAIVER OF COMPETITIVE PROCUREMENT

The Board may authorize the waiver of procurement procedures upon the recommendation of the District’s Executive Director when it is in the District’s best interest to do so to obtain goods and services that cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors and it is not otherwise prohibited by law. Purchases authorized by this waiver process will be acquired after conducting a good faith review of available sources and negotiations as to price, delivery, and terms.

2.08 CONTRACT RENEWALS AND CONTINUING CONTRACTS

- 1) Unless otherwise specified in the Contract, Contracts for goods and services may be renewed for an additional term not to exceed the original Contract period unless the original Contract period is 24 months or less, in which case the Contract may be renewed for up to three one-year periods. Renewal of the Contract will be by mutual agreement in writing and will be subject to the same terms and conditions set forth in the initial Contract. If the service or good is purchased because of the solicitation of bids or proposals, the cost of any contemplated renewal must be included in the invitation to bid or the request for proposals. Renewals are contingent upon a satisfactory performance evaluation by the District as determined by the Purchasing Principal, in his/her sole discretion. The Purchasing Principal may seek assistance in making the determination from the appropriate Department Head. Generally, “satisfactory performance” involves completion of all Contract terms and conditions in the time prescribed in the Contract for the amounts set forth in the Contract.
- 2) Nothing in this Procurement Policy shall be construed to prohibit a Continuing Contract between a firm and the District consistent with the requirements of applicable law.

2.09 EMERGENCY PURCHASES OF SERVICES OR GOODS

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

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

2.10 CHANGE ORDERS

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

- 1) Proposed Change Order cost plus original cost is equal to or less than \$50,000; or
- 2) Proposed Change Order cost is less than or equal to the remaining balance of Board approved contingency amount; or
- 3) Proposed Change Order reduces the dollar value of the Contract; or
- 4) Emergency Purchases as defined in Section 2.09.
- (5) The Executive Director is authorized to approve individual Change Orders not to exceed \$250,000 that are deemed by the Executive Director to be time-sensitive and in the best interest of the District. Any Time-Sensitive Change Order also must be approved by the Deputy Executive Director or a Division Director. Within 24 hours of approval of a time-sensitive Change Order, the Executive Director shall notify the Board, via email, of the conditions and circumstances justifying the time-sensitive designation and approval. Furthermore, the Executive Director will present the time-sensitive Change Order and supporting documentation to the Governing Board at their next regularly scheduled public meeting.

The Executive Director may authorize Change Orders to correct errors, omissions, or discrepancies in Contract; cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory, or market conditions, in accordance with the above circumstances.

2.11 RESTRICTIONS ON PURCHASES

- 1) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a Contract may also be prohibited from contracting with the District if the relationship or affiliation is such that in the reasonable opinion of the Purchasing Principal, the person or business entity, by reason of the relationship to the ineligible person or entity, is

likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the Contract.

- 2) By engaging in business with the District, each bidder/proposer/vendor/etc. confirms that their business entity has not been placed on the convicted vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134 of the Florida Statutes.
 - a) A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a Contract to provide 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, sub-contractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017 of the Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
 - b) A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a Contract to provide 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 a public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.
- 3) By engaging in business with the District, each bidder/proposer/vendor/etc. confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135 of the Florida Statutes or engaged in a boycott of Israel or, for goods or services over one million dollars, bidders/proposers/vendors/etc. confirm they are not on any of the scrutinized company lists identified in Section 287.135 of the Florida Statutes or engaged in any such activity identified in that section.
 - a) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel.
 - b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes or engaged in business operations in Cuba or Syria.

2.12 OTHER CONSIDERATIONS

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

2.13 CONDUCT

- 1) **Conflict of Interest** – Any award made by the District is subject to provisions of Chapter 112 of the Florida Statutes. All bidders or prospective vendors must disclose in their bid the name of any officer, director, or agent who is also an employee of District. Further, all bidders or prospective vendors must disclose the name of any District employee who owns directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches. Any concerns regarding this section must be given to the Purchasing Principal prior to bid submittal for clarification and further direction.

Any measure, which would inure to the special private gain or loss, as defined by Section 112.3143 of the Florida Statutes, of a Board Member will require Board approval, and must comply with Chapter 112 of the Florida Statutes. Pursuant to Section 112.3143 of the Florida Statutes, no Board Member may vote on or attempt to influence the decision by oral or written communication, any measure which would inure to his or her special private gain or loss. Such Board Member shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record using Form 8A (Memorandum of Voting Conflict for State Officers) and filing it with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

- 2) **Lobbying** – After the issuance of any ITB/RFP, or during renegotiation of any existing Contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with, or discuss any matter relating to the ITB/RFP or renegotiations with any District officer, agent, Board member, or employee other than the Purchasing Principal. This prohibition ends upon execution of the final Contract or when the ITB/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Principal. A vendor who violates this provision may be subject to one or more of the following sanctions:
 - a) Written warning and reprimand;
 - b) Termination of Contract;
 - c) Debarment or suspension as provided in Section 4.0.
- 3) **Gifts and Gratuities** – The process of public purchasing should be conducted in such a manner that the integrity of the competitive selection process is not compromised, and therefore the

District strives to eliminate any possibility of, or even the appearance of, improper business relationships. In this regard, the District prohibits the acceptance of gratuities, gifts, or other favors with a monetary value exceeding \$100.00 and/or that might give rise to doubts of impartiality.

- 4) **Public Records** – All vendors or bidders must comply with the requirements of Chapter 119, of the Florida Statutes, (The Public Records Act) and in accordance with Section 5.0.

2.14 RESPONSIBILITIES OF DISTRICT AND VENDOR

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

2.15 LEGAL REVIEW OF ALL CONTRACTS

The District's legal counsel shall review and approve the form of all Category Three Contracts (e.g. contracts greater than \$50,000) prior to executing the same.

3.0 CONTRACT ADMINISTRATION

3.00.01 Contract Administration Authority

Following quote, bid, or proposal award or approval by the Department Director, Executive Director, or Board, District staff may enter into a Contract with a vendor. The goal of contract administration is to ensure the vendor performs according to the terms of the Contract and that both the vendor and the District properly discharge their responsibilities. Contracts are to be signed by the Board Chairman, Executive Director, Purchasing Principal or their designee based on the following criteria:

- 1) Purchasing Principal – Contracts below \$5,000.01
- 2) Executive Director – Contracts above \$5,000 and up to or equal to \$50,000
- 3) Board Chairman – Contracts more than \$50,000
- 4) Board Chairman – all Contracts involving the purchase or sale of real estate

Appropriate department personnel will be responsible for contract administration with advice and support from the Purchasing Principal. The Purchasing Principal in collaboration with the Department Director will designate an appropriate department personnel to act as the Contract Administrator.

3.00.02 Contract Administration Duties

The Contract Administrator is responsible for the following:

- 1) Review Contract performance.
- 2) Ensures terms of the Contract are enforced.
- 3) Approve pay applications and/or invoices.
- 4) Announcing new Contract to all applicable users of the Contract.
- 5) Managing Contract, including renewing multi-year agreements as appropriate.
- 6) Documenting all actions taken regarding the Contract and maintain such documentation as part of official Contract file.
- 7) Closing out the Contract.

3.01 TERMINATION OF CONTRACT; RESCISSION OF AWARD

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

4.0 SUSPENSION OR DEBARMENT

- 1) Suspension – After consultation with legal counsel, the Purchasing Principal is authorized to suspend a person or entity from consideration for award of contracts if the Purchasing Principal has adequate documented evidence to demonstrate that the person or entity has engaged in any activity that is grounds for suspension or debarment. The suspension period will be for a period not to exceed 12 months from the date of the Purchasing Principal's discovery of the most recent incident giving rise to the suspension.

- 2) Debarment – After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard by the Purchasing Principal, the Purchasing Principal, after consulting with the legal counsel, is authorized to debar a person or entity for cause from consideration for award of contracts. The debarment will be for a period of not more than five years from the date of the Purchasing Principal's discovery of the most recent incident giving rise to the debarment. Debarment may be as to all contractual opportunities, or may be only as to certain types or sizes of projects or contracts, depending on the cause(s) and severity of the reason(s) for debarment.
- 3) Causes for suspension and debarment include:
 - a) Conviction of an officer of the entity for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;
 - b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a District contractor;
 - c) Conviction under state or federal statutes arising out of the submission of bids or proposals;
 - d) Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
 - e) Refusal to accept a purchase order, agreement, or Contract provided such order was issued timely and in conformance with the offer received;
 - f) Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Principal to be so serious as to justify debarment action;
 - g) Deliberate failure without good cause to perform in accordance with the specifications or budget or within the time limit provided in the Contract;
 - h) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts, provided that such failure to perform or unsatisfactory performance was caused by acts within the control of the contractor;
 - i) A documented history of significant deviation from the Contract specifications, engineering standards, design or material requirements or safety regulations;
 - j) For violation of the Conduct provision set forth in the Procurement Policy;
 - k) For violation of the Restrictions on Purchases provision set forth in the Procurement Policy;
 - l) For violation of the Public Records provision set forth in the Procurement Policy;
 - m) For violation of any applicable ethics standards, including the ethical standards set forth in Chapter 112 of the Florida Statutes, or in relevant grant funding requirements;
 - m)n) For violation of the District's Contractor Safety Management Policy;

~~n)o~~ Any other cause the Purchasing Principal determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity for any cause listed above or provided for in general law.

4) Process for Suspension or Debarment

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

Upon receipt of a timely appeal, the Executive Director, may, at his/her discretion, request a written response from the Purchasing Principal. The Executive Director has the discretion to call a meeting of the Purchasing Principal and the suspended or debarred vendor to resolve the matter. Within ten (10) calendar days from the receipt of a timely appeal, the Executive Director shall issue a written decision to uphold, reverse, or modify the Purchasing Principal's decision of suspension or debarment. The Executive Director's decision is final and conclusive decision unless within ten (10) calendar days of the decision, the debarred or suspended person or entity files a written notice of appeal to Board in conformance with the requirements set forth above.

Upon receipt of a timely appeal, the matter must be scheduled for a quasi-judicial hearing before the Board. Within twenty (20) calendar days following the hearing before the Board, the Board shall issue a written decision on the matter. After the conclusion of this administrative process, the suspended or debarred vendor may commence a timely action in court of competent jurisdiction, in accordance with applicable law.

5.0 PUBLIC RECORDS

Any vendor providing goods or services to the District must maintain and provide access to any records the vendor has related to the provision of those goods and service to the District. A vendor's failure to comply with this provision of the Procurement Policy will be deemed a default and may provide cause for termination of the Contract and debarment. The following provisions must be incorporated into all Contracts:

The vendor providing goods or services to the District agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of the Contract; emails/correspondence between the District and the vendor related to the Contract; emails or correspondence from all other entities related to the Contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The vendor agrees, to the extent required by law, to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
- 2) Provide the public with access to the public records under the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided for by law;
- 3) Ensure that the public records that are exempt or confidential and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- 4) Meet all requirements for public records and transfer, at no cost to the District, all public records in possession of the vendor/contractor, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the vendor agrees that all records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. The vendor shall promptly provide the District with a copy of any request to inspect or copy public records that the vendor receives and a copy of the vendor's response to each request. The vendor understands and agrees that failure to provide access to the public records is a material breach of the Contract and grounds for termination.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 OF THE FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
Kara.fraraccio@lrecd.org or 561-747-5700 ext. 4095

6.0 COMPLIANCE WITH THE PROCUREMENT POLICY

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

7.0 PURCHASING AUTHORIZATION LEVELS

The purchase process is controlled by two components: (1) established policy dollar amounts (see Section 2.0) and (2) procurement method and approval authority. Purchase approval authority thresholds apply to established level of approving authority (e.g. Department Director, Purchasing Principal, Executive Director, or Governing Board). The originating department is responsible for completely and accurately preparing a Purchase Requisition. The Purchasing Department will generate a purchase order once the Purchase Requisition has been approved by the appropriate Department Director or their designee. In instances where one department has been assigned responsibility for a specific area of purchase for the entire organization, such as telecommunication services (Information Services) or vehicle repairs and maintenance (Engineering), the requirement that the affected officers must authorize the Purchase Order shall not apply.

7.00.01 Procurement Method and Approval Authority

The following matrix defines the acceptable procurement method and required approval authorization for purchasing within dollar amounts defined in Section 2.0.

Purchase Amount	Procurement Method	Required Approval Authorization
Less than \$500	Petty Cash, Check Request, P-Card, or Purchase Order	Department Director
\$500-\$1,000	Purchase Order *	Department Director, Purchasing Principal
\$1,000.01-\$5,000	Purchase Order *	Department Director, Purchasing Principal, Executive Director
\$5,000.01-\$50,000	Purchase Order *	Department Director, Purchasing Principal, Executive Director
Greater than \$50,000	Purchase Order, Competitive Solicitation	Department Director, Purchasing Principal, Executive Director**, Governing Board

*The P-Card may be used to pay for purchases above \$500, when it is in the best interest of the District as determined by the Purchasing Principal.

Note: All Capital Purchases must be approved by the District Deputy Executive Director or his or her designee.

*** Pursuant to Section 2.10, certain change orders which bring the Contract amount in excess of \$50,000 may be approved by the Executive Director.*

The following Category Three items, if they have been approved in the annual budget, do not require additional Board approval for the payments made within the budgeted amount: Utilities, postage, employee tax withholding, ~~pension-retirement~~ benefits, items covered by approved insurance policies, debt service payments, investments purchased in accordance with the District's Investment Policy, legal services in accordance with an approved Contract, and fees payable to other governmental agencies as may be required by law, and legal advertisements. Regardless of the amount of the bid bond, bid bonds may be refunded without seeking Board approval so long as the Deputy Executive Director's approves the refund.

7.01 PURCHASING MECHANISMS

Below is a series of mechanisms for paying for a purchase. These are methods of payment and not methods of procurement.

1) Petty Cash

Petty Cash can be used by all departments for facilitating the transaction of District business, but will not be authorized for purchases in excess of \$100, unless approved by the Director of Finance and Administration, or his/her designee.

The use of Petty Cash is limited to the following:

- a) The purchase of items that are not ordinarily on hand in the District's inventory.
- b) Small purchases made from vendors where issuance of a special check or processing through the purchasing cycle is not cost effective.
- c) Meals for local seminars, conferences, and other business meetings.
- d) Toll receipts and mileage reimbursement.
- e) Employee reimbursement for other approved District purchases.

A Petty Cash Receipt Form must be filled out for all Petty Cash disbursements. The Petty Cash Receipt Form should have the date, a description of what the funds are being issued for, the total disbursed and the signature of both the employee receiving and disbursing the Petty Cash.

2) Purchasing Card

Purchases using Purchasing Cards ("P-Cards") must be made in accordance with this Procurement Policy and the Purchasing Card Policies and Procedures Manual. P-Cards are a payment mechanism not a procurement mechanism. An employee that has a frequent and recurring need to purchase supplies and services not to exceed \$500 per day from a single

vendor without incurring prior specific approval may use P-Cards. The District currently has P-Cards in the form of Home Depot, Staples, Exxon, and Chevron credit cards. Open accounts with local vendors for miscellaneous supplies purchased in small quantities such as small tools, fasteners, auto parts, and food supplies are also considered P-Card purchases.

The department utilizing the P-Card is responsible for providing invoices, receipts, or other acceptable documentation signed by the appropriate Department Director or their designee to the Finance Department. All invoices or receipts shall be coded with the account number to be charged.

The P-Card may be used to pay for larger purchases, when it is in the best interest of the District. In these circumstances, other procurement procedures apply.

The use of a P-Card must not circumvent this Procurement Policy. Personal use of any District credit card, P-Card, or Petty Cash is strictly prohibited.

3) Purchase Requisition

A Purchase Requisition is required for the purchase of all items not of an emergency nature and not covered under Petty Cash, P-Card, or Check Request. The Purchase Requisition serves to inform the Purchasing Department of the needs of a specific user and to define correctly the material or service requested. The Purchase Requisition is not an order, but merely the request for the Purchasing Department to procure the item(s) or service(s) in accordance with established District purchasing policies and procedures.

A Purchase Requisition will originate from the user and proceed to the Purchasing Department after receiving appropriate approvals. Depending on the items being requested for purchase, additional approvals may be required. In those instances where one department has been assigned responsibility for a specific area of purchase for the entire organization the requirement that the affected officers must authorize the purchase requisition does not apply; only the Department Director who retains overall responsibility is required to approve the Purchase Requisition.

The Department Director is ~~be~~ responsible for designating the proper account number and ~~in-~~ensuring that sufficient funds and budget authority ~~for~~ are available. The Director of Finance and Administration must approve all requests for over-rides of a department budget.

A Department Director may, at his or her discretion, designate certain other employees to approve Purchase Requisitions. Persons so authorized should complete a Signature Authorization Sheet with the Finance and Administration Department. The Department Director must update these sheets whenever personnel changes occur.

The requesting department should anticipate their requirements and submit a Purchase Requisition allowing ample time for Purchasing to complete action to secure the items needed at the time required. Rush or emergency orders will be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

Purchasing staff will review each Purchase Requisition for accuracy and compliance with the established Procurement Policy. The Purchasing Principal, if deemed necessary, may correct a Purchase Requisition. If information is incomplete, the Purchase Requisition will be sent back to the requestor for more information. Once a Purchase Requisition is complete, it will be converted into a Purchase Order.

Other items to remember when submitting a Purchase Requisition:

- a) Freight costs must be included in the quotation. The standard terms and conditions of the District Purchase Order form includes the requirement that shipments are “Free on Board (F.O.B.) destination,” meaning the seller bears all risk until the goods are delivered to the District’s specified destination. During discussions with vendors, the cost of any required freight must be obtained so that it can be included in the price. It is the District’s goal not to pay freight charges if possible. If the vendor will not include freight as a component of the item cost, then the initiating department must include freight as a separate line item on the Purchase Requisition.
- b) All Purchase Requisitions requesting a Sole Source or otherwise non-competitive procurement must have written justification submitted to the Purchasing Principal.
- c) New Vendors: All requisitions for a vendor not currently on the District’s vendor list must state “New Vendor” on the Purchase Requisition. The tax identification number, name, address, city, state, zip code, phone number, fax number, and e-mail address, as well as a contact name of the “New Vendor” must be included.

4) Purchase Order

A Purchase Order is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services, etc. Purchase Orders will be issued by the Purchasing Principal after all required authorizations and requirements within this Procurement Policy have been met. A Purchase Order is prepared from an approved Purchase Requisition or Board authorized expenditure and must be written so that it is concise and clear. This will prevent any unnecessary misunderstandings and correspondence with vendors. Each Purchase Order must contain standard terminology defining requirements for the vendor to follow and contain the approved Purchase Order Terms and Conditions.

a) Open Purchase Order

An Open Purchase Order may be issued when appropriate for standard recurring expenditures such as maintenance items or repetitive purchases from the same vendor. An Open Purchase Order does not encumber funds and is not necessarily tied to a specific account number. Open Purchase Orders must be covered by an approved Contract, state bid or GSA schedule unless annual expected expenditures of a single purchase transaction are less than \$5,000. Such items may be covered by an Open Purchase Order for the current fiscal year, provided the Contract is in effect for the same period. For any Contract or bid that carries over into the next fiscal year, the Open Purchase Order should initially be issued for goods/services through September 30 of that year. At the start of the next fiscal year, a new Open Purchase Order should be issued for the remaining time on the Contract. Planned purchases of tools, supplies, repair items, etc. should be purchased by a regular purchase order. All Open Purchase Orders require Executive Director Approval and an Open Purchase Order that exceeds \$50,000 requires approval from the Governing Board. The issuance of an Open Purchase Order subsequent to an approved or awarded Contract does not require additional approval; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded Contract.

The Purchasing Principal will keep a list of all current Open Purchases Orders. If it is determined there is a need for a new Open Purchase Order, an approved Purchase Requisition must be delivered to the Purchasing Principal. Open Purchase Order requests should contain the following information:

- i. Description of the items to be purchased.
- ii. Period of time the Open Purchase Order will remain valid.
- iii. A list of persons/departments authorized to make purchases against the Open Purchase Order.
- iv. Maximum amount, which cannot be exceeded, of the Open Purchase Order.
- v. Reference of state bid, GSA schedule, or competitively bid contract number as well as the governmental entity that generated the Contract, when applicable.

The department utilizing the Open Purchase Order is responsible for providing invoices, receipts, or other acceptable documentation signed by the appropriate Department Director or their designee to the Finance Department. All invoices or receipts shall be coded with the Open Purchase Order number and account number to be charged.

b) Purchase Order Changes

Purchase Orders may be revised to correct errors, omissions, or discrepancies; cover acceptable overruns and freight costs; and incorporate requirements to expend or reduce the scope of goods or services ordered. If a Department desires to change or cancel a Purchase Order after it has been encumbered, the Department must notify the Purchasing Principal in writing with a brief explanation of the change. Freight, shipping, & handling charges and back-order related changes do not require an explanation.

Revisions that decrease the Purchase Order total do not require approval. Department Director approval is required if the amount of the change requested is greater than \$100. Executive Director approval is required if the original Purchase Order was for more than \$1,000 or if the change will make the total Purchase Order greater than \$1,000. See Section 7.00.01 if the original Purchase Order was awarded by Board action. Also, see Section 7.00.01 if the proposed changes to a Purchase Order will cause the total value to exceed \$50,000.00.

5) Check Requests/Direct Purchases

Most District purchases originate with a Purchase Requisition and are authorized by a Purchase Order. However, there are certain circumstances where this process is unnecessarily cumbersome. In these situations, District purchases may be authorized for Direct Payment using a Check Request Form. A Check Request Form will be issued and original invoices reflecting signed approval by the Department Director, where required, will be attached and submitted to the Director of Finance and Administration or his/her designee. The issuance of a Check Request Form subsequent to an approved or awarded Contract does not require additional approval from the Board; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded Contract.

A list of approved Direct Purchases is below:

- a) Utilities (electric, water, gas, ~~telecommunication~~ telecommunications, waste disposal, etc.)
- b) Legal Services, including Court Reporters
- c) General Liability, Property, Workers' Compensation and Flood Insurance Premiums
- d) Life, Health, Dental, and Vision Insurance
- e) Employee Benefits and Contracts with Third Parties for Payroll Deduction
- f) Goods, Services, or Donations provided with Non-District Funds (Developer Deposits, Repayment of Maintenance Bonds, Scholarships, Pass-through Donation, etc.)
- g) Customer Refunds
- h) Debt Service Payments
- i) ~~Pension—Retirement Contribution~~ Payments in accordance with the District's Retirement Plan
- j) Unemployment Compensation
- k) Tax Withholding Payments
- l) Employee Garnishments
- m) Sales Tax Payments
- n) Land Purchases
- o) Memberships, Subscriptions, and Publications
- p) Professional Dues and Licenses
- q) Seminar and Travel Expenses
- r) Per Diem and Mileage Reimbursement
- s) Employee Tuition Reimbursement
- t) Petty Cash Reimbursement
- u) Workers Compensation Claims
- v) Investments
- w) Postage
- x) Recording Fees
- y) Automobile License Plates
- z) Advertisements
- aa) Licenses and Permits
- bb) Credit Card Merchant Service Fees and Bank Fees
- cc) Credit Card Remittances
- dd) Other items as approved by the Director of Finance and Administration

7.02 SALES TAX EXEMPTION

The District is exempt from paying Florida State Sales Tax. All employees who purchase goods or services on behalf of the District shall supply each vendor with a copy of the District's sales tax exemption certificate or number to avoid being assessed state sales taxes. Employees will not be reimbursed for the payment of state sales tax, except for travel outside the State of Florida and meals while traveling under Class "C" travel, where per diem is not issued.

The Sales Tax Exemption privilege is for the purchase of goods exclusively for use of the District. District employees are expressly prohibited from purchasing goods or supplies for personal use using the District's tax exemption certificate or number.

8.0 LEGAL CITATIONS

Section 1.01

Art. VII, §1, Fla. Constitution limits the expenditure of tax revenue to public purpose. *Brown v. Winston*, 197 So. 543 (Fla. 1940); 1958 Op. Att’y Gen. Fla. 085-305 (Nov. 10, 1958). Fair and equitable process. *Similar to* §287.001, Fla. Stat. (2018)

Section 1.02

“Best” Similar to §287.012 (4), Fla. Stat. (2018)

“Competitive Selection” Similar to §287.012 (6), Fla. Stat. (2018)

“Design-Build Firm” §287.055(2)(h), Fla. Stat. (2018)

“Design-Build Contract” §287.055(2)(i), Fla. Stat. (2018)

“Design Criteria Package” §287.055(2)(j), Fla. Stat. (2018)

“Design Criteria Professional” §287.055(2)(k), Fla. Stat. (2018)

“Electronic posting or electronic post” Similar to §287.012 (10), Fla. Stat. (2018)

“Invitation to Bid” Similar to §287.012 (16), Fla. Stat. (2018)

“Invitation to Negotiate” Similar to §287.012 (17), Fla. Stat. (2018)

“Request for Information” Similar to §287.012 (22), Fla. Stat. (2018)

“Request for Proposal” §287.012 (23), Fla. Stat. (2018)

“Request for Quote” Similar to §287.012 (24), Fla. Stat. (2018)

“Responsible vendor or bidder” Similar to §287.012 (25), Fla. Stat. (2018)

“Responsive bid” Similar to §287.012 (26), Fla. Stat. (2018)

“Responsive vendor or bidder” Similar to §287.012 (27), Fla. Stat. (2018)

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

Section 2.0

Auditor Selection §218.391, Fla. Stat. (2018)

Public Construction/Works §255.20, Fla. Stat. (2018)

Consultants’ Competitive Negotiation Act §287.055, Fla. Stat. (2018)

Local Government Investment Policies §218.415, Fla. Stat. (2018)

Section 2.03

Performance and Payment Bond - §255.05, Fla. Stat. (2018); §287.0935, Fla. Stat. (2018);

Public Records Exemption - §119.071 (1)(b)(2), Fla. Stat. (2018), provides that sealed bids/proposals are not subject to the public records production until such time as the District provides notice of a decision or intended decision or until 30 days after opening the bids, proposals or final replies. The 30-day period does not include the date of the notice or opening.

Reject all bids - *Webster v. Belote*, 138 So. 721 (Fla. 1931); *Department of Transportation v. Grove-Watkins Constructors*, 530 So. 2d 912 (Fla. 1988) (FDOT is empowered to reject any and all bids in the absence of fraud, collusion, bad faith or arbitrary action); *Couch Construction Co. v. Department of Transportation*, 361 So. 2d 172 (Fla. 1st DCA 1978)(FDOT has wide discretion to reject all bids and to call for new bids for public contracts, but in making such a determination, FDOT cannot act arbitrarily). “Even if the public entity makes an erroneous decision about which reasonable people may disagree, the discretion of the public entity to solicit, accept and or reject contract bids should not be interfered with by the courts, absent a showing of dishonesty, illegality, fraud, oppression or misconduct.” *Paul Jacquin & Sons, Inc. v. City of Port St. Lucie*, 69 So. 3d 306, 308 (Fla. 4th DCA 2011), reh'g denied (Oct. 6, 2011); *City of Cape Coral v. Water Services of Am., Inc.*, 567 So. 2d 510, 512 (Fla. 2d DCA 1990 (i.e., because Bidder relied on the representations of the City, namely that a bid would not be rejected because the contractor was not licensed, the court ruled the bidder gets its preparation costs.) *Gulf Real Properties, Inc. v. Dep't of Health & Rehabilitative Services*, 687 So. 2d 1336, 1337 (Fla. 1st DCA 1997) (after a protest is filed, an entity may reject all bids).

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

Drug Free Workplace - §287.087, Fla. Stat. (2018)

Tax Saving Program – Chapter 212, Fla. Stat. (2018); §212.08 (6), Fla. Stat. (2018)

Similar to: Protest §120.057(3), Fla. Stat. (2018); §287.042(2)(c), Fla. Stat. (2018);

Section 2.04

Factors to consider - §287.055, Fla. Stat. (2018)

Similar to: §287.057(1)(c), Fla. Stat. (2018)

Section 2.05

§287.055(9), Fla. Stat. (2018)

Section 2.06

Similar to: §287.057(3)(e), Fla. Stat. (2018);
 Public Construction exemptions - §255.20, Fla. Stat. (2018)
Similar to Sole Source - §255.04, Fla. Stat. (2018)
 Piggy- backing §189.053, Fla. Stat. (2018).

Section 2.08

Continuing Contract §287.055(2)(g), Fla. Stat. (2018)

Section 2.11

Public Entity Crime §287.133, Fla. Stat. (2018)
 Discriminatory Vendor §287.134, Fla. Stat. (2018)
 Scrutinized Companies §287.135, Fla. Stat. (2018)

Section 2.13

Ethics §112.313, Fla. Stat. (2018)

Section 5.0

Public Records – Chapter 119, Fla. Stat. (2018);
Similar to §287.058(1)(c), Fla. Stat. (2018), §119.0701, Fla. Stat. (2018)

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

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

DATE: December 8, 2020

SUBJECT: Replacement Portable Pump Purchase

As part of operations and maintenance staff routinely have to bypass lift stations or portions of our system to allow for maintenance and repair, as well as maintaining service when critical infrastructure fails. One tool used quite frequently is a bypass pump.

We recently decommissioned two of our bypass pumps due to failure and age and are proposing to replace these pumps. Both are upgraded portable pump packages including a critically silenced enclosure for use in sound sensitive areas such as residential neighborhoods.

The District will “piggy-back” on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) contract with Thompson Pump and Manufacturing Co., Inc. for two 4” compressor assisted, dry priming, trailer mounted, high efficiency, sound attenuated, high head pumps.

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties (FSA&AC) contract with Thompson Pump and Manufacturing Co., Inc. for two 4” trailer mounted pumps as detailed in their quote dated November 25, 2020 in the amount of \$94,534.00.”



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

November 25, 2020

Quote # ECR-AC-165-2020(revised)

Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458
M: (561) 262-3461
E: ryan.chernekkoff@lrecd.org

Attn: Ryan Chernekoff

RE: 4" Trailer-Mounted, Trash Pump

Hello Ryan,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing 2020 Florida Sheriffs Association Contract, Item #276, pricing for (2) Thompson Pump Model 4JSCM-DIST-4LE2T-MC, a 4" Compressor-Assisted, Dry-Priming, Trailer-Mounted, High Efficiency, Sound Attenuated, High Head Trash Pump. We understand Loxahatchee River District; Utilities Department will utilize these pumps for by-pass operations at various lift stations around the District.

The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment Item #276. This Florida based government contract enables Loxahatchee River District to avoid the hassle and expense of purchasing these pumps through the public bid process. The FSA contract works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item #276.

Should you require further information or have any questions, please contact me at the number below.

Sincerely,

Allan Curry

Allan Curry
Thompson Pump & Manufacturing Co., Inc
Municipal Sales Representative
Cell: (561) 284-5149
Email: acurry@thompsonpump.com

CC: David Perry, Municipal Sales Manager



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

FSA20-EQU18.0, Item #276
Price Quote

Description	Order Codes	Qty	FSA Unit Price	Subtotal
<p>• There are no specified duty points for this quotation</p> <p>6JSC</p> <p>ZONE:</p> <p>BASE PRICE:</p> <p>Base Model includes: TPM Basic (auto start/stop control panel with Floats/Tachometer/Hour meter/Engine Safety Shut Down) Battery, Light package, Trailer, 24 Month Warranty, and Operational Training</p>	Vehicle Southern	2	\$38,714.00	\$77,428.00
<p>Add Options:</p> <p>→ Upgrade pump from 6JSC to 4JSC-FT4/6JSC-LHP with Silent Knight enclosure</p> <p>→ Upgrade pumping system with (2) 12VDC LED inside work lights with toggle switch</p> <p>→ Upgrade pumping system with onboard 115VAC powered battery charging system</p> <p>→ Upgrade pump with modular frame for SK</p> <p>→ Upgrade pumping system with semi-open impeller</p>	4/6-SK Inside Work Lights Battery Charger	2 2 2	\$9,754.00 \$510.00 \$471.00	\$19,508.00 \$1,020.00 \$942.00
<p>Delete Options:</p> <p>→ Deduct Option, Downgrade pump from 6JSC to 4JSC-FT4</p>	MOD-F TBS-S.C.I 4JSC-FT4	2 2 2	\$1,414.00 \$1,523.00 (\$3,596.00)	\$2,828.00 N/C (\$7,192.00)
Final Model: 4JSCM-DIST-4LE2T-MC		Total		\$94,534.00

<ul style="list-style-type: none"> • FOB: DESTINATION
<ul style="list-style-type: none"> • DELIVERY FREIGHT: INCLUDED IN BASE PRICE
<ul style="list-style-type: none"> • TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
<ul style="list-style-type: none"> • DELIVERY: 12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
<ul style="list-style-type: none"> • PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE PLEASE INCLUDE COPY OF FEDERAL ID ON PURCHASE ORDER
<ul style="list-style-type: none"> • NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
<ul style="list-style-type: none"> • CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES
<ul style="list-style-type: none"> • THIS QUOTE IS VALID UNTIL SEPTEMBER 30, 2021

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: December 11, 2020
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature, Florida Statutes and our Disposal of Surplus Tangible Personal Property Policy require Governing Board approval before any Surplus Tangible Personal Property can be disposed of. Therefore, consistent with state statute, our policies, and procedures, I request your authorization to dispose of the items listed below:

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
2906	N/A	Dell Laptop	Beyond Repair	09/30/18	\$ 1,745	\$ -	\$ -
Total Assets to be Disposed					\$ 1,745	\$ -	\$ -

The items listed in the schedule above are no longer of use to the District and are considered Surplus. They will be disposed of in accordance with the District's Disposal of Surplus Tangible Personal Property Policy.

Items slated for disposal that have remaining value will be sold on GovDeals or sold as scrap metal. Items slated for disposal that have no remaining value will be recycled or otherwise disposed of in an environmentally conscious manner.

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

I offer the following motion for your approval:

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including asset tag number 2906 in the schedule above.”

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Loxahatchee River District

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



MEMORANDUM

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

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

DATE: December 8, 2020

SUBJECT: Lift Station Cellular Telemetry: Award of Engineering Services Contract

The District currently operates 225 lift stations throughout the collection and transmission system. Of these 225 lift stations we remotely monitor 68 using standard radio telemetry, leaving 157 stations unmonitored. This engineering project provides evaluation of two existing cellular telemetry pilot systems currently in use, recommendation for standardization, design, bidding and construction observation for installation of cellular telemetry at an estimated 140 of our unmonitored stations. These telemetry improvements will improve our operation and maintenance program multiple ways including a reduction in unscheduled interruptions to our preventative maintenance program due to station alarms, a reduction in on-call activities due to station alarms and a more effective, efficient and organized implementation of our response following an emergency or disaster.

Staff recommend the following motion.

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a work authorization under Holtz Consulting Engineers, Inc. Continuing Services Contract for Wastewater Collection and Transmission system for Lift Station Cellular Telemetry project in the amount of \$197,625.00”

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

Lift Station Cellular Telemetry

WORK AUTHORIZATION: 2020-1

BACKGROUND

This Agreement is for the performance of engineering services by Holtz Consulting Engineers, Inc. (HCE) pursuant to the Continuing Contract for Professional Engineering Services between Loxahatchee River District (District) and HCE dated October 16, 2020, hereafter referred to as the Contract.

This project includes services necessary to install new cellular telemetry monitoring systems at the District's remaining one hundred and fifty-seven (157) unmonitored lift stations. This project will be separated into two parts:

1. Develop a study that provides analysis and recommendations of a typical lift station installation of two different cellular telemetry systems: the MultiSmart system manufactured by Xylem, and the 2411 system manufactured by Schweitzer Engineering Laboratories (SEL). Additionally, the study will identify and categorize each of the 157 unmonitored lift stations based on the difficulty ("Easy Difficulty", "Medium Difficulty", and "High Difficulty") to upgrade the station with new telemetry. Lift stations identified as "High Difficulty" will be removed from the engineering design phase and will not receive telemetry upgrades under this work authorization.
2. Comprehensive engineering services to provide engineering design, bidding assistance, and services during construction to install new cellular telemetry systems at the approximately 140 unmonitored lift stations identified in the study as "Easy Difficulty" or "Medium Difficulty". The telemetry system proposed will be the system that provides the best value to the District as determined in the study.

SCOPE OF WORK

The District has requested comprehensive engineering services from HCE to install new cellular telemetry monitoring systems at the District's remaining unmonitored lift stations. Specific tasks include the following:

- Task 1 – Development of a Technical Memorandum
- Task 2 – Engineering Design Services
- Task 3 – Bidding Services
- Task 4 – Services During Construction

TASK 1 – DEVELOPMENT OF TECHNICAL MEMORANDUM

HCE shall furnish the electrical engineering services of C&W Engineering to assist in developing a study that provides a comparative analysis of a typical installation of two competitive cellular telemetry systems: Xylem's MultiSmart and SEL's 2411 systems. Additionally, the study will identify and categorize each of the 157 unmonitored lift stations based on the difficulty to upgrade the station with new telemetry.

Under this task C&W will perform a site visit to each of the 157 lift stations and investigate the existing electrical equipment, take field notes, take photos, as well as do a quick inventory of the control panel components. The panel's internal components will be compared to existing record drawings if available. Based on the findings from the site visits, lift stations will be grouped into the following three (3) categories based on the difficulty to install new telemetry:

1. "Easy Difficulty" – The work required to upgrade a lift station's telemetry system falling under this category can be adequately bid by an Electrical Contractor using only a written description of the work to be performed, a list of the components to be installed, a general drawing of a typical RTU control panel, and several drawing details. It is assumed that lift stations falling under this category will require little to no assistance by the Engineer during construction.
2. "Medium Difficulty" – The work required to upgrade a lift station's telemetry system falling under this category can be adequately bid by an Electrical Contractor using only a written description of the work to be performed, a list of the components to be installed, a general drawing of a typical RTU control panel, and several drawing details; However, these lift stations are more complicated than stations described by category 1. Therefore, it is assumed that assistance will be required by the Engineer (meeting with the Contractor, respond to RFIs, sketches, etc.) for a small percentage of stations listed under this category.
3. "High Difficulty" – The work required to upgrade a lift station's telemetry system falling under this category cannot be adequately bid by an Electrical Contractor using only a written description of the work to be performed, a list of the components to be installed, a general drawing of a typical RTU control panel, and several drawing details. Lift stations

falling under this category will be removed from the engineering design phase and will not receive telemetry upgrades in this project. It is anticipated that 17 of the 157 stations (~10%) will fall under this category.

A draft technical memorandum (TM) will be provided that reflects the results of the study, including but not limited to: a preliminary cost estimate for a standard lift station installation of the telemetry system, the ease of operations for each system (particularly from an operations and maintenance perspective; programming, cellular and SCADA integration, managing analogue input/output (I/O) connections, general maintenance and repairs, etc.), a recommendation about which telemetry system will provide the best value to the District when installed at a typical lift station, and a list of the stations categorized by difficulty to install new telemetry.

HCE will submit the draft TM to the District for review and comment. Once the comments on the draft TM have been received, the final TM will be prepared and submitted and will incorporate the District's comments.

TASK 2 – ENGINEERING DESIGN SERVICES

HCE shall retain C&W Engineering to prepare drawings and specifications depicting the electrical and instrumentation work to provide upgraded telemetry improvements to each of the approximately 140 unmonitored lift stations. HCE shall prepare specifications that include a detailed description of the scope of work for each station and a measurement and payment section that includes a detailed list of components to be installed for each station. HCE shall prepare drawings that include the location of the lift stations, a few typical RTU control panel installation drawings, and details.

Typical design of the approximately 140 unmonitored lift stations will include installation of an RTU controller (either the SEL 2411 or Xylem MultiSmart as determined in the study) with analogue inputs connected to a new Blue Ribbon pressure wet well level indicator, battery backups, TVSS surge protection, cellular antennae, NEMA rated standalone enclosure, and all other appurtenances necessary to install a new cellular telemetry system. New enclosures will be designed to be installed on existing control panel racks or separate stanchion pole. Modifications to the existing control panel will be avoided if possible. Power for the new telemetry equipment will be sourced from the 120-volt receptacle in the main control panel.

Newly installed telemetry will connect to the District's cellular network which is connected to the District's Trihedral VT SCADA system. The bidding documents will include integration of telemetry systems to the cellular network and SCADA. The District shall provide to HCE the integration requirements and templates.

It is estimated that the following 41 drawings will be developed:

G-1	Cover
G-2	Legend

G-3 – G-27	Lift Station Location Maps
E-1 – E-4	Typical RTU Control Panel Installations and Wiring Schematics
D-1 – D-10	General Details

Engineer shall prepare the following submittals:

- 90% plans and specifications
- 100% plans and specifications incorporating District’s comments on the 90% submittal for public bidding.
- Engineer’s opinion of probable construction cost with the 90% submittal and with the 100% submittal based on the final bidding documents.

TASK 3 – BIDDING SERVICES

HCE will perform, as required by the District, the following services during the bidding or negotiation phase of the project:

1. Prepare bid documents.
2. Conduct a pre-bid meeting, site visits, and issue meeting minutes to all plan holders. It is assumed that site visits will be limited to one station for each RTU installation type.
3. Respond to questions bidders may have concerning the bid documents and issue addenda as necessary to clarify the bid documents.
4. Attend the bid opening and prepare the bid tabulation form.
5. Evaluate bids and prepare a recommendation of award.

TASK 4 – SERVICES DURING CONSTRUCTION

During the construction phase of the Project, HCE and C&W will provide the following the following services:

1. Conduct the pre-construction meeting with the Contractor, and other interested parties, and issue meeting minutes.
2. Administer the District’s Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract.
3. Review and comment on submittals submitted by the Contractor.
4. Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to requests for information (RFI). A total of 20 RFIs are assumed.
5. Review and make the recommendations necessary for the approval or rejection of the Contractor’s monthly payment applications. A total of 20 pay requests are assumed.
6. Prepare and/or review final documentation for Contract close-out.
7. Electrical inspection services shall be provided by C&W as needed. It is estimated that C&W will perform 14 site inspections during construction.

8. General/civil site inspection services shall be provided by HCE as needed. It is estimated that HCE will perform 10 hours a week of inspections during the duration of construction activities. It is assumed that there will be approximately 86 weeks of construction activities.
9. Verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. C&W will perform 140 substantial completion inspections and prepare punchlists. Multiple sites will be inspected during one day, and thirty (30) days of inspections are included.
10. Verify that the work items identified on the punchlist prepared pursuant to substantial completion and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. C&W will perform final inspections to ensure the final punchlist is satisfactorily completed prior to approval of the Contractor's Final Payment Request. Multiple sites will be inspected during one day, and fifteen (15) days of inspections are included.

DELIVERABLES

TASK	DELIVERABLE	QUANTITY
Task 1 – Development of a Technical Memorandum	Draft TM Final TM	2 PDF Copies 2 PDF Copies
Task 2 – Engineering Design Services	90% Plans & Specifications 90% Construction Cost Estimate 100% Plans & Specifications 100% Construction Cost Estimate	2 Sets of each (24" x 36" Plans) and PDF 2 copies 2 Sets of each (24" x 36" Plans) and PDF 2 Copies
Task 3 – Bidding Services	Bidding Documents Addendum	2 Sets (24" x 36" Plans) and Full-Size PDF. Word and PDF of Contract Documents as Required.
Task 4 – Engineering Services During Construction	Contract Documents	2 Sets (24" x 36" Plans) and PDF for LRD 3 Sets (24" x 36" Plans), PDF, and CAD e-transmit for the Contractor

TIME OF COMPLETION

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

- Task 1 – Development of a Technical Memorandum:
 - 90 days from NTP
- Task 2 – Engineering Design Services:
 - 60 days from approval of Final TM for 90-percent submittal
 - 14 days from receipt of 90-percent comments from District for 100-percent submittal
- Task 3 – Bidding Services:
 - 60 days from advertisement

- Task 4 – Engineering Services During Construction:
 - 22 months from Contractor’s NTP

SCHEDULE OF FEES

Proposed labor costs for engineering services are tabulated below and detailed in Attachment A.

TASK	ENGINEERING FEE
Task 1 – Development of a Technical Memorandum	\$36,690
Task 2 – Engineering Design Services	\$26,705
Task 5 – Bidding Services	\$3,085
Task 6 – Engineering Services During Construction	\$131,145
TOTAL AMOUNT (LS)	\$197,625

ASSUMPTIONS

1. There will be no permits required for this project.
2. District will provide all requested record drawing information that is available within reason.
3. Construction materials testing shall be the responsibility of the Contractor.

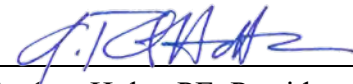
This Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

Date

HOLTZ CONSULTING ENGINEERS, INC.

By:  _____
Andrea Holtz, PE, President

12/7/20
Date

Change Orders

No Change Orders are presented for Board consideration this month.

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Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

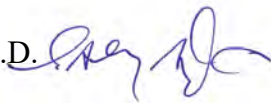
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: DECEMBER 4, 2020
SUBJECT: RULE 31-11 SPECIAL ASSESSMENTS

Over the last several months the Board has discussed revising our Rule [Chapter 31-11, Special Assessments](#) to adjust our special assessment interest rate from 6.875% to the Wall Street Journal Prime Rate + 2.0%. This month we are back with revisions to Chapter 31-11 and recommended motions to achieve this objective.

The LRD Enabling Act places the following constraints on assessments: payable in equal annual installments; interest not exceeding 8 percent per annum; duration not exceeding 40 years; and any assessment may be paid at any time before due, together with interest accrued thereon to the date of payment.

Since 1997 our sewer assessment interest rate has consistently been 6.875%. Based on thorough public discussion and deliberation by the LRD Governing Board, I have drafted revisions to Chapter 31-11, Special Assessments (see following pages) that will result in future special assessments being charged an interest rate equal to the Wall Street Journal Prime Rate + 2%, which is 5.25% today. In addition, the Governing Board has publicly discussed and conceptually supported lowering of our special assessment interest rate for all existing special assessment balances. The proposed revision of our assessment interest rate to the current Wall Street Journal Prime Rate + 2.0% (5.25% based on today's rates) for all existing special assessment balances will decrease our assessment revenue by approximately \$2,500,000 over the next 20 years.

If implemented, the recommended motions below will achieve the following:

- a. Future special assessments will have an interest rate equal to the Wall Street Journal Prime Rate plus two (2.0) percent or 8%, whichever is less at the time of approval of the final assessment roll.
- b. Existing special assessments that have been certified to the relevant county tax roll and that have an existing positive balance will have their special assessment interest rate revised to 5.25% (current Wall Street Journal Prime Rate plus two percent) effective October 1, 2020. Annual payment amounts for these special assessments will remain unchanged (pursuant to our enabling act), so the reduced interest rate will result in these special assessments being paid off sooner than originally anticipated (i.e., in less than 20 years). Recall that equal annual payments are required in our enabling act.
- c. Existing special assessments that have not been certified to the relevant county tax roll and that have an existing positive balance will have their special assessment interest rate revised to 5.25% (current Wall Street Journal Prime Rate plus two percent) effective October 1, 2020. Because no annual payments have been received for these special assessments, annual payment amounts for these special assessments will be reduced due to the reduced interest rate, and the payoff period will remain 20 years.

Last month Mr. Shenkman provided his legal opinion regarding these proposed actions, and I appreciate his close support in the drafting of this memo and suggested motions.

Therefore, I offer the following motions for your consideration:

“THAT THE DISTRICT GOVERNING BOARD approve Rule Chapter 31-11 as revised (e.g., revising the special assessment interest rate to the Wall Street Journal Prime Rate plus two percent or 8%, whichever is less at the time of approval of the final assessment roll) with an effective date of October 1, 2020.”

and

“THAT THE GOVERNING BOARD directs staff to revise the special assessment interest rate to 5.25%, effective October 1, 2020, for all special assessments that have been certified to the county tax roll and that have an outstanding positive balance as of October 1, 2020.”

and

“THAT THE GOVERNING BOARD directs staff to draft an amended final assessment roll for Whispering Trails, New Palm Beach Heights, Imperial Woods, and US Highway 1 Residential revising the interest rate to 5.25% per annum, effective October 1, 2020, for all special assessments that have an outstanding positive balance as of October 1, 2020.

If the Board approves the second motion above, staff will draft a letter to all affected property owners notifying them of the reduced interest rate and clarifying that their annual payment will remain unchanged.

If the Board approves the final motion above, we will return to the Board for approval of amended final assessment rolls for Whispering Trails, New Palm Beach Heights, Imperial Woods, and US Highway 1 Residential (likely in January) as part of the consent agenda and following a public hearing for these amended final assessment rolls.

Chapter 31-11, Special Assessments

- 31-11.001 Method of Special Assessment.
- 31-11.002 Allocation of Cost.
- 31-11.003 Special Assessment Procedures.
- 31-11.004 Objections to Special Assessments.
- 31-11.005 Board of Adjustment.
- 31-11.006 Re-assessment.

31-11.001 Method of Special Assessment. Special assessments against property deemed to be benefited by assessable improvements declared available and furnished by the District shall be assessed upon the property specially benefited by the assessable improvements in proportion to the benefits to be derived there from, with said benefits to be determined and prorated according to a square footage basis, per property basis, or by other methods as the Governing Board may deem fair and equitable.

Specific Authority Ch. 2002-358, Laws of Florida. Law Implemented Ch. 2002-358, Laws of Florida, sections 2, 5(10), 6(2), 6(9), 6(10), 6(12). History – New 10-18-82, Formerly 31-11.01. Amended 10-15-2015, 10-15-2020.

31-11.002 Allocation of Cost. Based upon the aforesaid fair and equitable allocation of costs, the District hereby establishes a policy defraying in part the total estimated cost of specially assessed improvements. The District shall pay from the District's general funds 10% of the total cost to the District of construction, reconstruction, labor, materials, acquisition or property rights, surveys, design, engineering and legal fees, administrative expenses, and all other expenses necessary or incident to completion of the specially assessed improvements. The remaining 90% of the total cost shall be equitably prorated among the benefited properties as the Governing Board may deem fair and equitable.

Specific Authority Ch. 2002-358, Laws of Florida. Law Implemented Ch. 2002-358, Laws of Florida, sections 2, 6(2), 6(9), 6(10), 6(12), 6(19). History – New 10-18-82, Formerly 31-11.02. Amended 10-15-2015, 10-15-2020.

31-11.003 Special Assessment Procedures. In accordance with the provisions of Section 6(12) of Chapter 2002-358, Laws of Florida, the District shall take the following steps in establishing special assessments against property located within the geographic area of the District:

- (1) At a duly noticed meeting, the Governing Board shall adopt a resolution setting forth with specificity a description of the proposed improvements and ordering construction or reconstruction thereof.
- (2) Upon adoption of such 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 this Chapter. Said plans and tentative apportionments shall be available for public inspection at the office of the Executive Director.

- (3) Upon no less than ten (10) calendar days prior publication of notice in newspaper(s) of general circulation in Martin and Palm Beach Counties, together with notice mailed to those interested parties requesting such in writing, the Governing Board will hear public comments, including concurrence and objections, of all interested persons to the confirmation of such resolution then the Governing Board may repeal, confirm or amend the resolution ordering the construction of the proposed improvements (referred to as the “Notice of Intent to Assess”).
- (4) Promptly upon completion of construction or reconstruction of the improvements, the District’s Engineer and Staff shall have prepared a preliminary assessment roll and shall file the same with the Executive Director. The preliminary assessment roll shall contain a description of the parcels of the property specially benefited by the improvements, the total costs and expenses related to said improvements, and a fair and equitable apportionment of costs between the District and the individual parcels of property pursuant to the resolution of the Governing Board or the rules and regulations of the District.
- (5) Upon no less than twelve (12) days prior publication of notice in newspapers of general circulation in Martin and Palm Beach Counties, together with notice mailed to those interested parties requesting such in writing, the Governing Board, at the next regular or special meeting, shall confirm, annul or modify the assessment roll. Upon confirmation of the assessment roll, the District shall deliver copies to the offices of the Martin and Palm Beach County property appraisers.

Specific Authority Ch. 2002-358, Laws of Florida. Law Implemented Ch. 2002-358, Laws of Florida, sections 6(9), 6(12), 6(19). History – New 10-18-82, Formerly 31-11.03. Amended 10-15-2015, 10-15-2020.

31-11.004 Objections to Special Assessments. Interested and substantially affected parties shall make all objections to any such Special Assessment Resolution in writing and filed with the Governing Board at or before the adjourned time of the respective meetings as set forth in Rule 31-11.003. Any objections against the making of any improvement not so made shall be considered as waived, and if an objection shall be made and overruled or shall not be sustained, Confirmation of the resolution by the Governing Board shall be the final adjudication of the issues presented unless proper steps shall be taken within four (4) years to secure relief in a court of competent jurisdiction.

Specific Authority Ch. 2002-358, Laws of Florida, and Florida Statutes 95.11. Law Implemented Ch. 2002-358, Laws of Florida, sections 6(9), 6(12), 6(19). History – New 10-18-82, Formerly 31-11.04, Amended 10-15-2015, 10-15-2020.

31-11.005 Board of Adjustment. Upon no less than ten (10) calendar days prior publication of notice in newspapers of general circulation in Martin and Palm Beach Counties, the Governing Board shall meet as a Board of Adjustment to hear and consider any and all complaints as to such proposed or confirmed special assessments and may adjust and equalize said special assessments on a basis of fair and equitable. When said special assessments are confirmed or equalized and approved by resolution of the Governing Board, said assessments shall stand confirmed and remain legal, valid and

binding liens upon the property against which such assessments are made, until paid, pursuant to the provisions of Chapter 2002-358, Section 6(12), Laws of Florida.

Specific Authority Ch. 2002-358, Laws of Florida. Law Implemented Ch. 2002-358, Laws of Florida, sections 6(9), 6(12), 6(19). History – New 10-18-82, Formerly 31-11-05, Amended 10-15-2020.

31-11.006 Re-assessment. Whenever any assessment shall be void or unenforceable for any reason, the Governing Board may order a re-assessment provided that the District shall adhere to the publication, notice and meeting procedures of this Chapter.

Specific Authority Ch. 2002-358 Laws of Florida. Law Implemented Ch. 2002-358, Laws of Florida, sections 6(9), 6(12), 6(19). History – New 10-18-82, Formerly 31-11.06, Amended 10-15-2020.

31-11.007 Payment of Assessments. Each assessed property owner has the following opportunities to pay a confirmed assessment:

- (1) Any assessment fully paid within thirty (30) calendar days of confirmation shall not include interest.
- (2) Any assessment not paid within thirty (30) calendar days of confirmation will be delivered to the appropriate county property appraiser. The Governing Board may by resolution prescribe terms of equal annual payments, with an interest rate equal to the then current Wall Street Journal Prime Rate plus two (2.0) percent but not exceeding (8%) percent per annum from expiration of said thirty (30) days, until the assessment is fully paid. All such assessments shall be payable in equal annual installments, pursuant to the resolution of the Governing Board or the rules and regulations of the District.
- (3) Any assessment may be paid in full at any time before due, together with interest accrued thereon to the date of payment.
- (4) Any assessment may be paid in part in an amount not less than \$1,000.00, which will not change the equal annual payments, but will change the remaining balance due the District.
- (5) For properties outside the District's legislatively defined boundary, the assessment shall be due and payable within thirty (30) calendar days of confirmation unless the owner of an assessed property enters into a written agreement for payment of such assessment via installments upon terms and in a form approved by the Governing Board and the District's consulting Attorneys. Such forms shall be available for the public at the office of the Executive Director.
- (6) The District may collect assessments, with interest and reasonable attorney's fees and costs, but without penalties, by proceedings in a court of equity to foreclose the lien of assessments. Any such proceedings to foreclose shall embrace all installments of principal remaining unpaid with accrued interest thereon, which installments shall, by the institution of such proceedings, immediately become and be due and payable.

Specific Authority Ch. 2002-358, Laws of Florida. Law Implemented Ch. 2002-358, Laws of Florida, sections 6(9), 6(12), 6(19). History – New 10-15-15; 10-15-2020; 12-17-2020.

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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



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

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D.
Bud Howard, Director of Information Services
DATE: December 7, 2020
SUBJECT: COVID-19 Accommodations

Given the persistence of COVID-19 effects, restrictions, and hardships for some of our customers, we propose a modified extension of the Board's previously approved accommodations. Specifically, we are recommending the Board extend two specific COVID-19 accommodations: (1) revision of the District's Delinquent Account Payment Policy to reduce the minimum monthly payment to \$1, and (2) postponement of Quarterly Late Charges through July 31, 2021.

At the March, May, June, and September 2020 Governing Board meetings, the Board unanimously approved COVID-19 accommodations to our delinquent account policies and procedures, including 1) the forbearance of new lien procedures and associated costs (excluding lien amendments), 2) a revision to the District's Delinquent Account Payment Policy to reduce the minimum monthly payment to \$1, and 3) postponement of Quarterly Late Charges. These provisions expire December 31, 2020.

To date, there is little change to the payment and account satisfaction patterns by our customers, indicating no significant abuse of these temporary accommodations. Several customers have expressed their sincere appreciation for these accommodations that are helping them through this challenging time. Both factors indicate that these accommodations are providing the desired effect.

Today, approximately 135 accounts have been delinquent for more than 12-months. With the postponement of new lien processing the balances on those accounts are not reflected on the public record. Public record documentation is valuable in this busy real estate market because buyers and sellers sometimes fail to request an estoppel. Therefore, staff recommend resuming lien processing in a hierarchical manner beginning January 1, 2021 with clear communication urging our customers to contact us and enter into the sensible Payment Agreement option, which will forbear all delinquent processing if the customer submits a payment each calendar month. The temporary provision of a \$1 minimum payment makes the Payment Agreement option even more accommodating.

Therefore, we offer the suggested motion:

"THAT THE DISTRICT GOVERNING BOARD directs staff to extend, through July 31, 2021, 1) the revision to the District's Delinquent Account Payment Policy that reduces the minimum monthly payment to \$1, and 2) the postponement of Quarterly Late Charges. Furthermore, the Governing Board directs staff to resume lien processing in a reasonable, logical, and hierarchical manner."

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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: DECEMBER 10, 2020
SUBJECT: EXECUTIVE DIRECTOR'S ANNUAL REVIEW

Thank you for the opportunity to serve the District in 2020 – THIS HAS BEEN A CRAZY YEAR. Not only was the past year filled with normal challenges, but we also faced a surprise attack of COVID-19. I'm pleased to report that we have managed our staff and resources quite well and we've maintained clear and consistent functionality throughout this pandemic.

My self-assessment is provided on the following pages. Any positive assessment of my performance directly reflects the diligent and dedicated efforts of the entire District team. Collaborating with our capable and motivated employees is among the most rewarding aspects of my position.

Chairman Rockoff will distribute his review of my 2020 performance at the Board meeting. I look forward to your constructive feedback.

I am thankful for the opportunity you have given me to serve our community. I embrace (and hopefully embody) our terrific mission to preserve and protect the Loxahatchee River so that generations of residents and visitors may enjoy a healthy river and a healthy community.

As a reminder, the Board-approved budget included 3.5% to be disbursed to employees exhibiting meritorious performance during their annual performance review.

I offer the following motion for your consideration:

"THAT THE DISTRICT GOVERNING BOARD receive the review of Dr. Albrey Arrington, Executive Director, and adjust his Employment Agreement as follows: effective December 28, 2019 a _____% increase in his base salary and/or a net \$_____ bonus."

2020 – Performance Assessment Categories for Dr. Arrington

Organizational Leadership. Does the Executive Director provide strong, visionary leadership to the organization? How well does the Executive Director motivate and energize the organization in pursuit of our mission? Does Executive Director build and model the desired organizational culture and core values?

I believe I have excelled at providing LRD with strong leadership on internal and external issues. Internally, I have worked diligently on the following issues:

1. Drafting proposed revisions to our enabling act, which will serve us well into the future, as well as working diligently with our legislative delegations from Martin and Palm Beach Counties to obtain passage of our revised enabling act (i.e., our local bill).
2. Hiring, encouraging, and promoting our staff by seeking an intersection between their professional capabilities and interests and maximizing their contribution to the District.
3. Moving our retirement plan to a new recordkeeper with strong technology support and a much, much lower cost structure for our employees.
4. Serving as a key stakeholder, supporter, and promoter of the Loxahatchee River Watershed Restoration Project, which has now been passed by the House of Representatives and is awaiting passage by the Senate and signature by the President.
5. Maximizing cost effectiveness; for example, avoiding a nearly \$5,000,000 cost which would have been incurred by renewing the Seacoast Utility I.Q. Water Agreement. Instead, I worked to maximize operational efficiencies to minimize the impact of the lost Seacoast IQ Water.
6. Significant effort to improve the systematic documentation and review of our Rules and Policies.
7. Steering the LRD to be a meaningful participant in the creation and dissemination of environmental knowledge through both collaborative monitoring (e.g., BIOBOT wastewater surveillance for COVID-19) and publication of results in peer-reviewed journals (e.g., harmful algae paper).
8. Collaborated on a 1-year renewal of the Busch Wildlife Sanctuary Agreement.
9. Applied for and executed a Memorandum of Understanding with the Bureau of Land Management that identifies LRD as a partner on the Jupiter Inlet Lighthouse Outstanding Natural Area with LRD providing environmental education programming according to our Board-approved Environmental Education Policy.

The LRD is headed in a strong, positive direction on many fronts as we prepare to celebrate our 50th anniversary.

Effective relationship with Board. How well does Executive Director communicate and interact with the LRD Governing Board? Is the relationship characterized by transparency, candor, open & effective communication? Is the Governing Board kept informed, in a clear and timely manner, regarding all relevant aspects of the District?

I believe the relationship between the Governing Board, both as a whole and as individual members, and the Executive Director is healthy and strong with open dialog and transparency on all issues.

Strategic Plan. Are prioritized elements from the Strategic Plan being implemented? Is the organization aligned to the Mission, Vision, and Core Values?

I believe the LRD is firmly aligned with our Mission, Vision, and Core Values. We continue to work on implementing our Strategic Plan.

People management. Does the Executive Director recruit and maintain qualified, effective, and productive staff? Are the right people in the right jobs, especially in management positions? Are staff turnover and succession managed effectively?

I believe the LRD senior management team is stronger than it has ever been. We have a strong team composed of very capable individuals that function well as a cohesive unit. This year we have experienced a significant amount of staff turnover; nonetheless I believe we have used this as an opportunity to optimize the skills and abilities within our workforce while we work to refill open positions.

Operating metrics. Are metrics on the Executive Dashboard (e.g., revenues, expenses, safety, environmental education, customer satisfaction) indicative of a well-run organization?

On average, our Executive Dashboard metrics are performing well; however, there are metrics that need improving. For example, COVID-19 has significantly impacted our stewardship metric. Similarly, significant rainfall over several months has impacted surface water quality metrics (e.g., lower than desired salinity downstream and higher than desired fecal coliform bacteria).

Governance. Does the Executive Director implement procedures to ensure Governing Board actions and policies are effectively administered? Are District Rules and policies reviewed periodically?

This year we have made significant improvements to the systematic documentation and review of our Rules and Policies. All District staff have access to intranet pages that succinctly identify our Enabling Act, all LRD Chapter 31 Rules, and all Board-approved policies. Also, all District staff have access to an intranet library where standard operating procedures relevant to their job function are curated.

Financial performance. Did the organization achieve a clean audit, which is the product of establishing and implementing effective financial procedures and internal controls? Did the Executive Director produce a timely and quality Rate Study and Budget? Was a budget amendment necessary?

Our FY2019 Comprehensive Annual Financial Report was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA)! This is the second consecutive year that the District has received this prestigious award. This award requires governments to both go beyond the minimum requirements of generally accepted accounting principles and prepare a comprehensive annual financial report that evidences the spirit of transparency and full disclosure. This award is the highest form of recognition in governmental accounting and financial reporting.

Effective decision making. Does the Executive Director make recommendations and decisions that show sound judgment, clear thinking, and are designed to ensure effective use of organizational resources.

I am confident in my decision-making abilities and I very much appreciate the collaborative engagement with the Governing Board and LRD Staff when considering various, complex issues. In addition to

making sound decisions, I believe I have demonstrated the ability to defer to key staff when appropriate. This also allows the team to build up their capacity and confidence in making important decisions.

Compliance with legal and regulatory standards. Did the organization operate in compliance with relevant laws and governmental regulations? Did Executive Director respond appropriately to regulatory agency comments and recommendations.

Yes. I wish you could speak with our DEP regulators to hear their assessment and opinion of LRD. While we are not perfect, we have a demonstrated commitment to excellence and transparency, and the regulatory staff that oversee the District's actions hold us in high esteem and frequently cite us as an example to other utilities.

Litigation. Did the organization experience any costly, avoidable litigation?

No.

Relationships with external constituencies. How well does the Executive Director engage with sister agencies, regulatory agencies, state and federal policy makers, and other stakeholders? Is the organization respected within the community?

Numerous agencies and organizations offered support for our proposed local bill, e.g., Jupiter Inlet District, Jupiter Inlet Colony, Florida Farm Bureau, SFWMD, Palm Beach County, Martin County, Girl Scouts of Southeast Florida. These letters of support show we have a strong, collaborative relationship with numerous relevant agencies. I am confident we are respected within the community at various levels (e.g., legislators, agency heads, collaborating staff).

2020 Goals (specific, measurable, achievable, realistic/relevant, and time-bound)

Safety: Achieve 12 month rolling average of TRIR that places LRD in 2nd quartile of similar sized/oriented organizations by Dec 31. **Achieved - LRD's TRIR is currently down to 4.0. (the second quartile TRIR for water, sewage, and other systems is 2.2 to 4.4.)**

- Begin implementation of a near miss program by Mar. 31 - **achieved**
- Ensure all staff are trained to perform their job functions and track training compliance by Jun 30 - **achieved**
- Proactively evaluate safety risks (e.g., lift station fall protection) and develop plan to mitigate risks to acceptable levels by Nov 30. – **this has taken longer than desired, but we are systematically mitigating risk throughout the agency.**

Operational Improvement: Continue analysis and implementation to ensure balance of long-term reliability, permit adherence, and low cost structure in LRD operations.

- Continued implementation of EAM (asset management software) with goal of systematic maintenance/rehabilitation/replacement of assets based on industry standards, failure analysis, and cost considerations. **We have made significant progress on EAM implementation throughout the organization this year with some of the most notable gains in Collections.**
- Begin assessing potential long-term impacts from climate change – produce a preliminary report on long-term impacts from climate change by Dec. 31. **This work was delayed by our CCNA process, but we have selected engineers and are executing task orders for a greenhouse gas emissions study. The study will provide critical information that will influence the assessment of our climate resiliency strategy.**
- Develop long-term plan for LRD property at 2500 Jupiter Park Drive – select landscape architect and/or engineering firm via CCNA process by Jun. 30. **The CCNA process was delayed, but we expect to bring engineering contracts for Board approval in January to begin this important work.**

Community Engagement/Education: Assess impact and recommend changes/alternatives by Dec. 31

- Revision River Center operations including benefits/improvements to programming, location, target audiences, facilities with draft presented to Board by Dec. 17. **COVID-19 has arguably impacted our environmental education and community engagement more than any other LRD effort. Nonetheless, we have actively worked to be selected to partner with the Bureau of Land Management to deliver environmental education content at the Jupiter Inlet Lighthouse Outstanding Natural Area. We are excited about this opportunity and believe it will represent a meaningful improvement of our programming, location, target audiences, and facilities.**
- Evaluate opportunities to increase collaboration with BWS for education by Jun. 30. **This was overshadowed by efforts to renew the BWS license agreement.**

Continuous Improvement: Commit LRD to and implement a systematic, process based continuous improvement culture.

- Complete yellow belt continuous improvement training for 100% of LRD staff by Apr. 1. **Completed prior to COVID-19 restrictions.**
- Complete green belt continuous improvement training for selected cadre by Sept. 31. **Delayed due to COVID-19, because we desire to conduct this training in-person with individuals working closely together in teams. We will complete this objective after COVID-19 restrictions are lifted.**
- Evaluate poorest performing operating metrics using pareto methodology by Jun. 30 and work top 3 thru root cause corrective action by Dec. 31. **This has been delayed.**

Governance: Ensure currency of and 100% adherence to LRD rules, policies, and procedures.

- Institute and publish a schedule for review and approval of LRD rules and Board-approved policies by Mar. 31. We have made tremendous improvements on this. We now have an intranet page for all our Rules and another intranet page for all our Board-approved policies. These pages list the last revision date, planned revision date, and review frequency for all LRD Rules and Policies. Furthermore, when the Board considers revisions to a Rule or Policy, I send a District-wide email communicating the proposed revisions under consideration. Then, when a Rule or Policy has been revised, the revised version is immediately uploaded to the appropriate intranet page, ensuring all staff have continuous access to our latest Board-approved Rules and Policies.
- Provide flexibility for disciplined provisional experimenting/changing LRD policies, procedures, and work instructions to enable implementation of continuous improvement. We have been incredibly flexible this year, due in part to COVID-19. We have significantly modified how and where staff report to work. We have dispersed our staff (in space and time) to the greatest extent possible to mitigate potential contagion spread among our essential work force. Furthermore, we are presently revamping the functional structure of Collections to improve efficiencies and reduce the impact of unscheduled emergency work (e.g., responding to lift station red lights).
- Select new Investment Advisor and Recordkeeper for LRD Retirement Plan before Apr. 1. We achieved this objective by switching to Empower Retirement, which was a tremendous effort that went very well. Our employees now enjoy a terrific platform from which to invest their retirement benefit, and this new platform includes quality investment options at very low costs.
- Fill Director of Operations position by end of Apr. 1. I am very pleased to have lured Jason Pugsley to work at the LRD. Jason has been a terrific addition to the senior management team.

River Health: Work to improve the health of the Loxahatchee River

- Work with SFWMD and USACE to achieve federal authorization of the Loxahatchee River Watershed Restoration Project – Chief’s Report approved by Jun. 30. Not only was the Loxahatchee River Watershed Restoration Project included in the Chief’s Report, it was recently passed by the House of Representatives with a strong assumption that it would be passed by the Senate and signed by President Trump! I am pleased to report that Bud Howard and I were engaged throughout this process, and even hosting Colonel Andrew Kelly, Commander and District Engineer of the U.S. Army Corps of Engineers, Jacksonville District and several senior staff from Washington DC as they toured the Loxahatchee River.
- Continue monitoring and research within Jones Creek and Dubois to understand drivers of fecal coliform bacteria exceedances. Draft technical memorandum explaining findings by Dec 31. LRD staff completed a technical memorandum discussing the fecal coliform bacteria drivers and potential management options for Dubois, and we have shared that report with Palm Beach County Parks and Recreation staff.
- Submit for peer review a manuscript characterizing nutrient concentrations and loading derived from landscape irrigation with LRD’s reclaimed water by Sept. 31. Rachel Harris, LRD senior scientist, and I have a solid working draft of this manuscript, but we have not yet submitted it for publication. We hope to do so in January. Earlier this year we published a paper describing the first documented red tide event in the Loxahatchee River in the high-quality, peer-reviewed journal, “Harmful Algae”.

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
16	181 st St N Gravity	12	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2020
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
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Notice of Intent to Assess – July 2020	2016	2020
	18870+18890 SE Country Club Dr	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	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 Pl N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020
	605+607 Military Trl	2	Notified Owners – June 2020	2022	

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	4	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 County-No database	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
FF	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019	2017	2021
FF	Gardiner Lane-18205	1	Notified Owner – July 2013 – Private Road Notice of Intent to Assess – October 2019	2017	2021
FF	North A1A	3	Postponed-Town activities in area-No database	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>	11	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	38	Notified Owners – January 2013 Notice of Intent – July 2018 Notified to Connect – August 2020 Preliminary Assessment – November 2020	2018	2020
GG	Castle Rd SE	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	Jupiter Rd SE	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
HH	Indian Hills SE	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
16	Limestone Creek Road West	49	Notified Owners – January 2013 Private Road	2018	TBD
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads-No database Contract for installation of sanitary sewers – September 2020	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
HUNTER SHENKMAN
Attorney

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

December 10, 2020

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

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50-2019 CA 014447 XXXX MB AB

FRED BEMAN, Plaintiff,
vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

December 6, 2017. Auto Accident involving District vehicle and vehicle driven by Fred Beman.

April 15, 2020. Summons & Complaint served upon the District.

April 20, 2020. Attorney Lyman Reynolds, appointed be District's Insurance Carrier to Defend the
District

under the District's Insurance Policy.

May 4, 2020. District's Motion to Dismiss filed.

July 8, 2020. District's attorney reports Motion to Dismiss not yet set for a hearing.

August 19, 2020. Agreed Order permitting transfer of the case to Martin County

Sept 16, 2020. Amended Complaint filed in Martin County

As of Oct 8, No Summons yet served on the District.

Pre-Suit Notice of Claim under FS 768.28 (6)(a)

Dated August 3, 2020 from Attorney for Plaintiff

Donovan Mackey and Dee Mackey, Plaintiff

Vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

On or about October 2019 sewage back up into 141 Beacon Lane, Jupiter, FL 33469 (Jupiter Inlet Colony). Plaintiffs claim personal injury from the sewage back up.

August 3, 2020, District notified District's insurance carrier of the claim.

August 18, 2020, Insurance Adjuster for the District assigned the claim.

Plaintiff cannot file suit until claim is denied. 768.28 (6)(b).

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE



***Loxahatchee River Environmental Control District
Monthly Status Report
December 10, 2020***

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 December 10, 2020.

Alternate A1A 16-Inch Force Main Extension

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

- Final certification pending completion of remaining punchlist items by Contractor. On December 2, 2020, B&W sent a letter to the Contractor stating that the District may assess liquidated damages and that there may be additional damages assessed. The Contractor stated that the remaining punchlist items are anticipated to be completed the week of December 7, 2020.

Olympus Drive Force Main and Low Pressure Sewer Replacement

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

- Project was advertised for bid by the District on November 9, 2020.
- Pre-Bid Meeting was held on December 2, 2020.
- Bids are due on December 15, 2020.
- Bid Opening is scheduled for December 17, 2020.

Alternate A1A 24-Inch Force Main Cleaning & Inspection

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

- B&W is awaiting finalized contract between Contractor and the District to complete conformed construction documents.

Irrigation Quality 511 (IQ-511) Pump Station Piping Improvements

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

- The 100% design package was submitted to the District on November 10, 2020.
- B&W is still waiting on FDEP confirmation if a permit is required or not.
- District has advertised the project for bid. The bid opening is scheduled for January 21, 2021.

Lift Station Fall Protection Improvements

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



- Recommendation for award submitted to the District on November 5, 2020.
- Recommendation of Award to the Contractor was approved by the Board at the November 2020 Board Meeting.
- B&W is awaiting finalized contract between Contractor and the District to complete conformed construction documents.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.

Rebecca Travis, P.E.
Executive Vice President / Florida Division Manager



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: December 10, 2020
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 December 10, 2020. **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.**

Lift Station No. 082 Improvements

- The pre-bid was held on November 17, 2020. Bids were received on December 8, 2020 and the bids were opened on December 10, 2020. A recommendation of award to the lowest responsive and responsible bidder will be presented at the January 2021 board meeting.

Lift Station #161 and Lift Station #291 Emergency Generator Project

- A preconstruction meeting was held on December 3, 2020. The Notice to Proceed for the project was issued on December 7, 2020. HCE assisted the Contractor with required signed and sealed drawings in order to obtain the Town of Jupiter Building Permit. We have received submittals from the Contractor and are currently in the process of reviewing.

SE Hobart Street Low Pressure Force Main System

- The Notice to Proceed for this project will be issued on December 14, 2020. The Contractor has completed the preconstruction video. HCE is in the process of reviewing the final shop drawings provided by the Contractor.

Country Club Drive Force Main Transmission System Preliminary Evaluation

- *District staff will be replacing the pumps at Lift Station #70 and subsequently collecting data for two weeks to provide to HCE. Upon receipt of the updated data, the hydraulic model will be completed. The technical memorandum will be submitted within two weeks after completion of the model.*

Lift Station #163 Emergency Generator Improvements

- This project will be advertised for bidding on December 13, 2020. The preconstruction meeting is scheduled for January 12, 2021, bids received on January 19, 2021, and bid opening on January 21, 2021.



Jupiter Inlet Lighthouse Septic to Sewer

- A site visit with District, HCE, and BLM staff occurred on November 17, 2020. HCE has made a subsequent site visit to review the drainage elements of the project. HCE is currently working on the 90% design plans. The 90% plans and permit applications will be delivered to the District prior to the January 24, 2020 due date to BLM.

Busch Wildlife Sanctuary

The 4th Quarter Report will be presented at the
January 2021 Board Meeting.

Director's Report

- ▶ Admin. & Fiscal Report attach. #1
- ▶ Engineering Report attach. #2
- ▶ Operations Report attach. #3
- ▶ Information Services Report attach. #4
- ▶ Environmental Education attach. #5
- ▶ 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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: December 11, 2020
Subject: Monthly Financial Report

Cash and Investments

Balances as of November 30, 2020

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
US Bank	2 Years	01/29/21	2.71%	\$ 1,011,450	\$ 2,440	\$ 1,062,741
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,226	1,045,702
Bank United	9 Months	03/12/21	0.55%	1,565,316	706	1,569,339
Subtotal				\$ 3,576,766	\$ 5,372	\$ 3,677,782

Money Market Accounts:

Synovus - Public Demand	0.35%	\$ 3,551	\$ 12,345,070
TD Bank - NOW	0.25%	1,690	8,248,234
Subtotal		\$ 5,241	\$20,593,304

Checking Account:

SunTrust-Hybrid Business Account	0.50%	\$ 3,923	\$ 12,779,965
Subtotal		\$ 3,923	\$12,779,965

Total		\$ 14,536	\$37,051,051
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Average weighted rate of return on investments is: .52%

As of 11/30/20:

3 month Short Term Bond: .09%

1 month Federal Fund Rate: .25%

Cash position for November 2019 was \$33,374,275. Current Cash position is **up** by \$3,676,776.

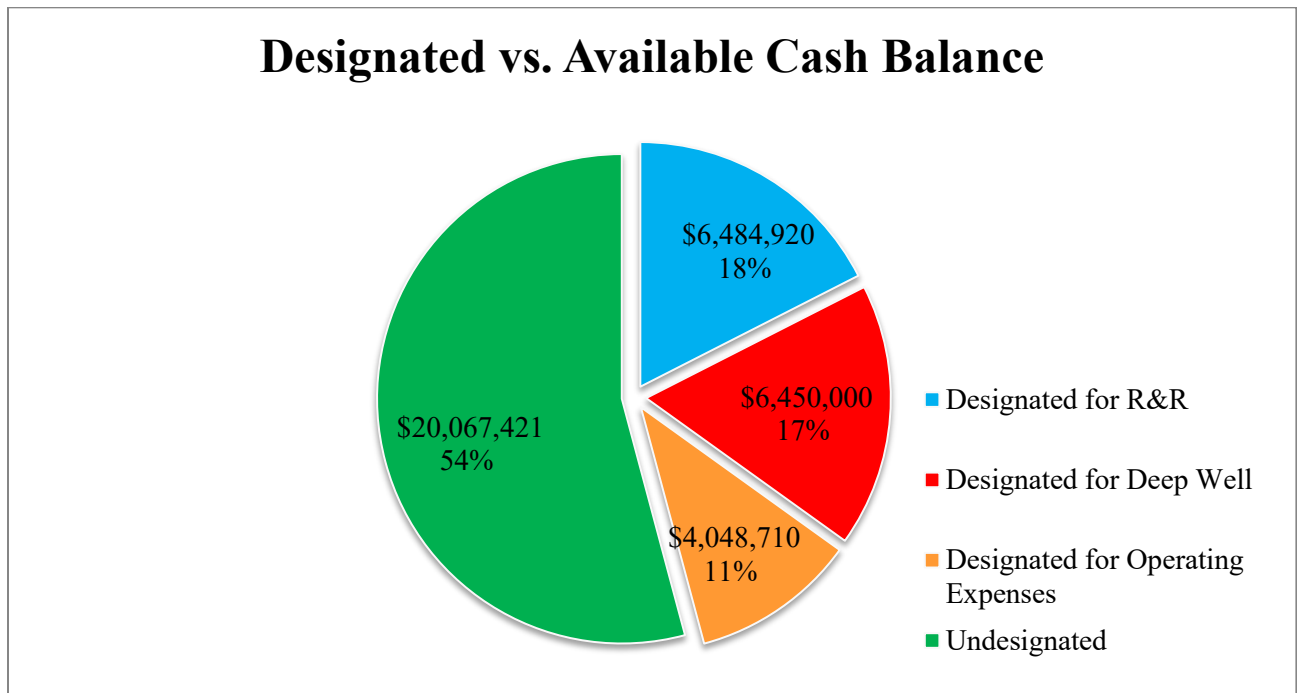
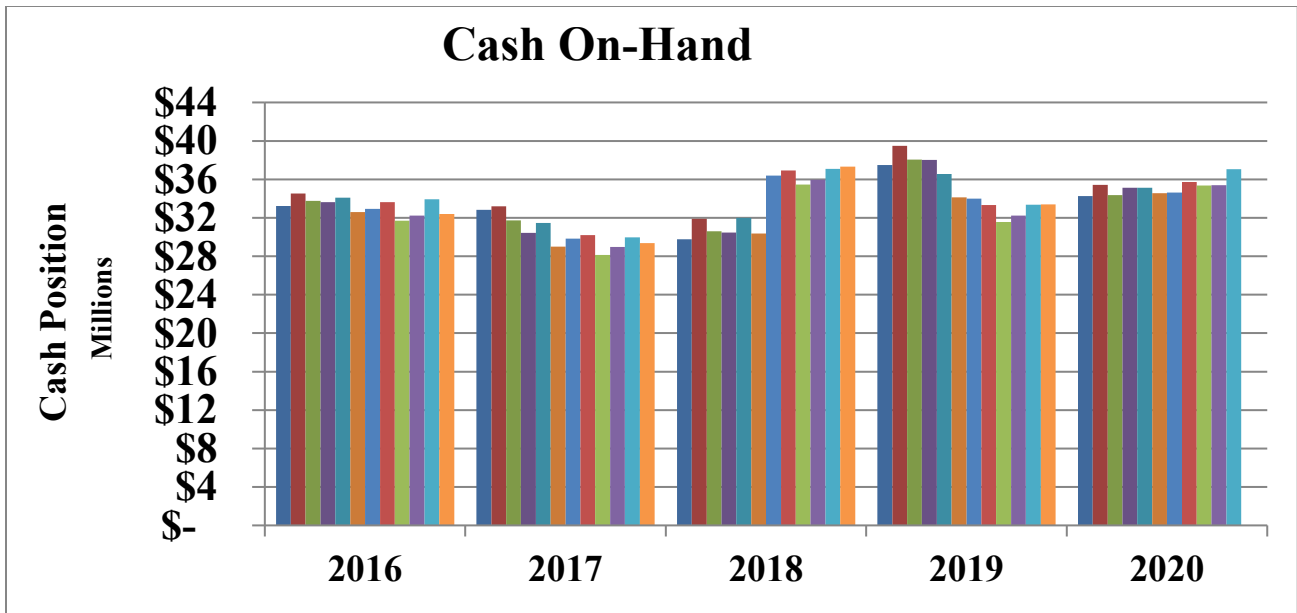
Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



Financial Information

- There were no Legal Fees billed in November. The fiscal year-to-date total is \$12,835.
- There was no Septage billing for the month of November. The fiscal year-to-date total is \$88.
- Developer's Agreement – There were no new Developer Agreements in November.
- I.Q. Water Agreements – Fairways of Jupiter and Valencia are past due for November and WorkPlace FL (Greenwich) is past due for October and November.
- Estoppel fees collected in November totaled \$7,700. The fiscal year-to-date total is \$17,325.

Summary of Budget vs. Actual

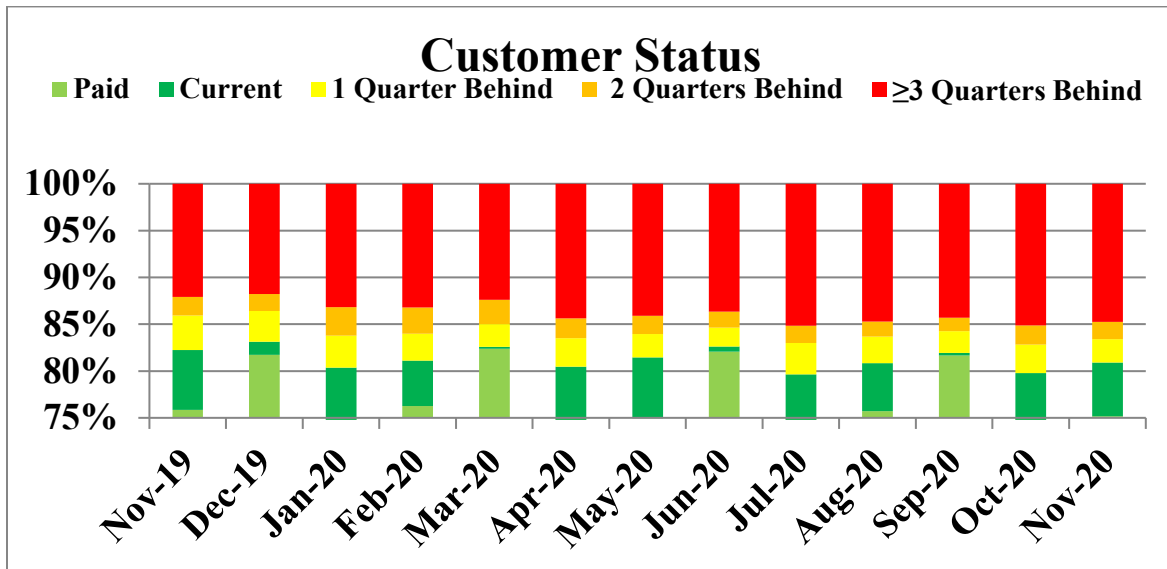
<i>Budget Benchmark</i> 16.67%	Nov-20 Actual	YTD Actual	FY 21 Budget	Favorable (Unfavorable)	Budget Expended	Nov-19 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$1,396,660	\$2,794,054	\$17,670,500	\$ (14,876,446)	15.81%	\$2,828,946
Standby Sewer Service	8,015	16,264	90,000	(73,736)	18.07%	14,616
IQ Water Charges	190,010	379,742	2,250,000	(1,870,258)	16.88%	398,679
Admin. and Engineering Fees	1,567	6,482	73,000	(66,518)	8.88%	3,855
Other Revenue	14,557	51,424	410,000	(358,576)	12.54%	80,413
Subtotal Operating Revenues	1,610,809	3,247,966	20,493,500	(17,245,534)	15.85%	3,326,509
Capital Revenues						
Assessments	90,125	153,549	931,500	(777,951)	16.48%	92,425
Line Charges	7,999	32,474	203,000	(170,526)	16.00%	19,396
Plant Charges	70,878	118,964	932,000	(813,036)	12.76%	90,296
Capital Contributions			800,000	(800,000)	0.00%	56,059
Subtotal Capital Revenues	169,002	304,987	2,866,500	(2,561,513)	10.64%	258,176
Other Revenues						
Grants					100.00%	
Interest Income	64,759	75,850	648,000	(572,150)	11.71%	164,519
Subtotal Other Revenues	64,759	75,850	648,000	(572,150)	11.71%	164,519
Total Revenues	\$ 1,844,570	\$ 3,628,803	\$ 24,008,000	\$ (20,379,197)	15.11%	\$ 3,749,204
Expenses						
Salaries and Wages	\$411,729	\$659,351	\$5,960,700	\$ 5,301,349	11.06%	\$694,733
Payroll Taxes	29,090	46,625	428,900	382,275	10.87%	50,889
Retirement Contributions	60,791	97,708	889,100	791,392	10.99%	100,017
Employee Health Insurance	104,582	208,905	1,478,400	1,269,495	14.13%	179,275
Workers Compensation Insurance		28,252	86,800	58,548	32.55%	46,864
General Insurance		215,768	386,895	171,127	55.77%	211,868
Supplies and Expenses	64,669	180,034	1,128,000	947,966	15.96%	242,933
Utilities	115,575	213,903	1,399,225	1,185,322	15.29%	176,979
Chemicals	18,195	42,900	379,000	336,100	11.32%	51,548
Repairs and Maintenance	119,792	401,653	1,948,070	1,546,417	20.62%	402,822
Outside Services	156,412	257,539	1,884,750	1,627,211	13.66%	215,507
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,080,835	2,352,638	16,194,840	13,842,202	14.53%	2,373,435
Capital						
Capital Improvements	128,044	1,504,451	10,994,500	9,490,049	13.68%	2,034,647
Subtotal Capital	128,044	1,504,451	10,994,500	9,490,049	13.68%	2,034,647
Total Expenses	\$ 1,208,879	\$ 3,857,089	\$ 27,189,340	\$ 23,332,251	14.19%	\$ 4,408,082
Excess Revenues						
Over (Under) Expenses	\$ 635,691	\$ (228,286)	\$ (3,181,340)	\$ 2,953,054		\$ (658,878)

Pending/Threatened Litigation

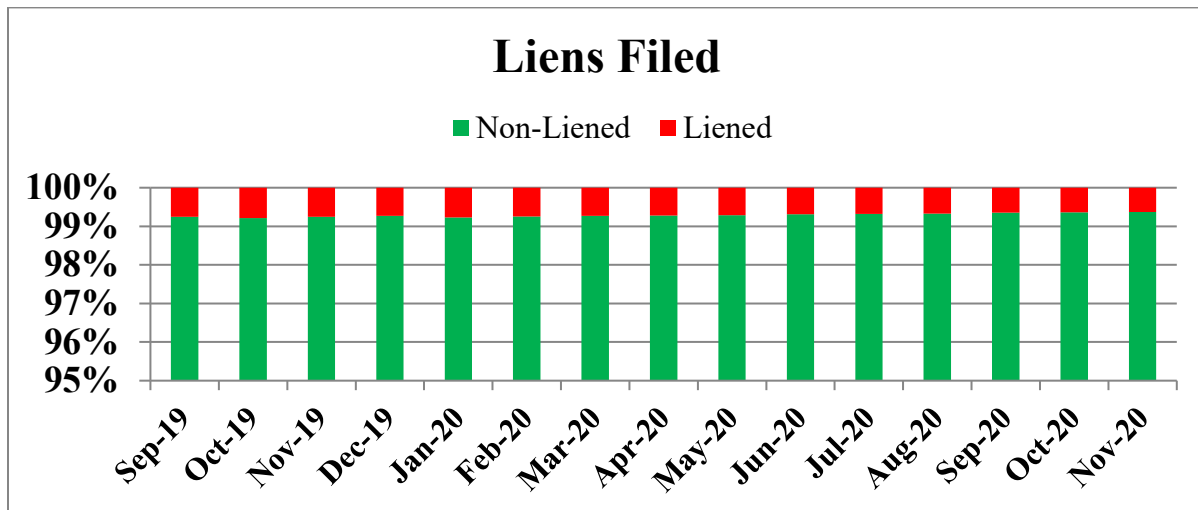
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District’s General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent the District.
- Beacon Lane – The District received a formal notice that a negligence claim is being made on behalf of a resident on Beacon Lane from injuries sustained as a result of septic and sewage over-flow at the property. We notified the District’s legal counsel, the project engineers, the contractor, and the District’s General Liability Insurance provider, PRIA.

Accounts Receivable

The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 81% billing.



The District serves approximately 32,900 customers. Currently, the District has 206 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: December 10, 2020

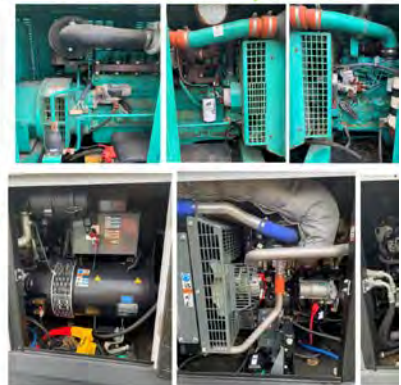
SUBJECT: Engineering Services Report

PROJECT HIGHLIGHT

Staff developed the Portable Generator Training Program. After the holidays, this training will be mandatory for all Collections, Reuse, Maintenance, Construction, Engineering and Plant staff and voluntary for all Lab, River Center, Admin and Executive Staff. We anticipate the result being a robust selection of employees deemed competent and capable to deploy our portable generator fleet. This coupled with other tools such as the Collector App will help ensure our ability to provide service to the community in an emergency or disaster.

Portable Generator Inspection Items Prior to Delivery to Lift Station- General Inspection

- ▶ 2. Open Side and End Doors when applicable
 - ▶ Check for any apparent spills of oil or diesel that could result in a roadway spill. Clean it dispose of using proper spill kits.
 - ▶ Locate E-Stop in case of emergency



IN-HOUSE PROJECTS

Lift Station Rehabilitations General Construction Services: Lift Station 101 and 56 rehabilitations are under way. Lift Station 101 will receive all new piping, valves, guide rails, base plates, wetwell lid and wetwell hatch (with fall protection) and driveway. Lift Station 56 will receive all new piping, valves, guide rails, base plates, wetwell lid and wetwell hatch (with fall protection) as well as new fencing and, retaining wall and landscaping to screen the station from the surrounding community, Pines of Jupiter.

In addition to the rehabilitations above, we are installing a new driveway, fence and landscaping at LS199 to improve access and screen the station from the community. The screening is being provided in coordination with the community and Town of Jupiter.

Cellular Telemetry: See Tab 5F

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. This project is out for bid and is scheduled to be presented to the Board with a Recommendation of Award in January 2021.

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Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
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Board Member

Neighborhood Sewering/Remnant Properties: Staff has designed, permitted and issued purchase orders under our Low Pressure General Construction Services Contract to provide sewer service to 18870/18890 SE Country Club Drive, Thelma Avenue, 18205 Gardiner Lane and 197th Place North. Installation of these systems excluding Thelma Avenue are complete and staff are working on record drawings and FDEP/PBCHD certifications.

Including the above and Olympus Dr (included in the Olympus Drive Force Main Replacement project) and 605 + 607 Military Trail (to be completed by in house staff this year) the District will have completed all projects listed under Remnant Areas in the Neighborhood Sewering Schedule.

This still leaves significant work in Private Road Areas. Recently we have engaged with a property owner in one of these areas who has requested sewers be installed under our Statutory Way of Necessity policy included in the District's Manual of Minimum Construction Standards and Technical Specifications. We will be working on procedures to standardize notification and coordination efforts with affected property owners through the remainder of this year and are hopeful this process will allow us to continue sewerage unsewered properties throughout our service area.

Fiscal Year 2021 Main and Lateral Lining Projects: Staff plan to begin vetting piggyback options for the lining program in December with the intent that we structure a three-step process for lining. The initial phase will include TV Inspection/Evaluation followed by Cleanout Installation and Point Repairs then Main and Lateral Lining. The set up for this structure will entail significantly more time and work initially but will streamline the overall lining program resulting in increased system evaluation and production over the next two years.

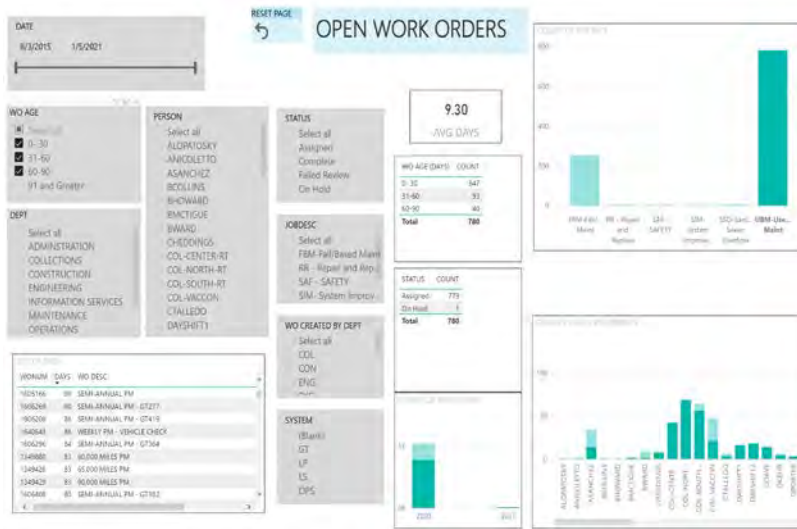
CONSTRUCTION



Alternate A1A/Damon Bridge Force Main: Staff across all departments continue to troubleshoot and work on the Alternate A1A/Damon Bridge Force Main. This November staff continued to chase defects in the pipeline but were ultimately successful in testing the 16" force main for service. One more issue remains, a minor drip from a packing nut on a 2" valve located at the air release valve on the center of the bridge. Staff were disappointed to find this but glad it was discovered prior to placing the force main in service. It is scheduled for repair on December 11, 2020 and official commissioning of the force main on December 14, 2020. The images below show the droplet forming between the handle and packing nut.



COLLECTIONS AND REUSE



While Construction has been busy working on the force main and lift station rehabilitations, Collections has been focused on evaluating current procedures to determine if a restructured approach to operation, preventative maintenance, repairs and emergency calls can improve overall efficiency. Staff has been focused on planning and scheduling weekly and monthly preventative maintenance work while designating specific staff to respond to calls. The initial steps were taken over October and November with a more detailed roll out scheduled for December 7, 2020 the result being a stop to interruptions in routine or scheduled preventative work.

UNAUTHORIZED DISCHARGES (flka SANITARY SEWER OVERFLOWS)

There was on unauthorized discharge in the collection/transmission/distribution system in November.

600 gallons of wastewater discharged from a manhole. The overflow was caused by a blockage in an 8" gravity main. Staff cleared the blockage but were unable to determine what the blockage was. All spilled sewage percolated into the ground; the impacted areas were disinfected with lime. No surface waters or storm drains were affected.

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

MEMORANDUM

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

FROM: Jason A. Pugsley, P.E., Operations – Plant Manager

DATE: December 9, 2020

SUBJECT: Operations Department - Monthly Report for November 2020

Treatment Plant Division/ Maintenance Department

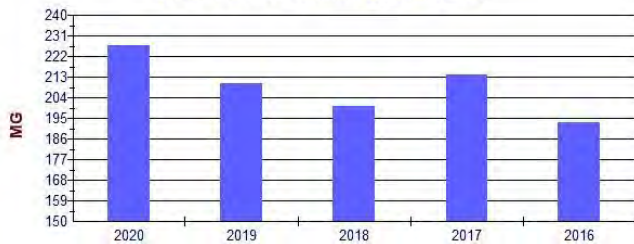
Overall the month of November was productive with all monthly reports prepared and submitted on time. There were no permit exceedances or safety incidents during the month. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of November were within the same order of magnitude as the flows recorded during the month of October. The Average Daily Flow (ADF) during November was 7.56 million gallons per day (MGD) vs. 7.70 MGD in October. The Maximum Daily Flow (MDF) during November was 9.98 MGD vs. 9.50 MGD in October. The Peak Hour Flow (PHF) during November was 8,902 gallons per minute (gpm) vs. 8,611 gpm in October. The total rainfall during the month of November was 4.96 inches which was a decrease when compared to the month of October when we received a total rainfall of 11.11 inches.

The plant did experience two (2) unauthorized discharges during the month of November. The first discharge occurred due to a leaking ball valve on the process water piping located at the Deep Bed Filter (DBF) units. The discharge resulted in the unscheduled release of approximately 1.0-gallon of high level disinfected reclaimed water contacting the ground. The chlorine residual at the time of discharge was 5.0 milligrams per liter (mg/l).

The second discharge resulted in approximately 2.5-gallons of secondary effluent being discharged to grade. The leak occurred at a construction joint on the effluent box of Secondary Clarifier No. 1. The leak was only discovered due to high hydraulic loads experienced within Clarifier No. 1. The higher than typical water levels in the effluent launder provided enough head pressure to expose a “weeping” leak which would not have occurred under normal flow conditions. Upon discovery of the leak, Operations adjusted the flow split to each of the three (3) online clarifier units to lower the hydraulic loading rate at Clarifier No. 1. This modification quickly resolved the issue and Staff has since completed a site inspection with the tank manufacturer to determine appropriate steps for a permanent repair. Both releases were reported to the appropriate regulatory agencies.

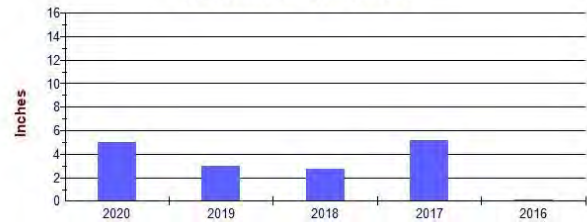
GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA

Current Month - Cumulative Plant Flow



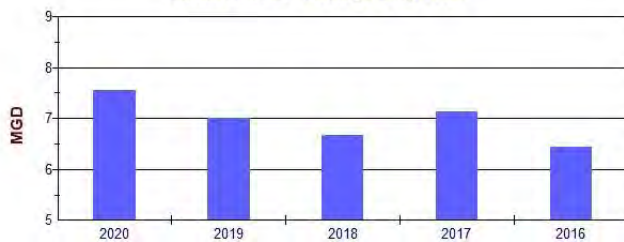
The Cumulative Influent Flow to the plant for the month of November was 226.71 million gallons.

Current Month - Total Rainfall



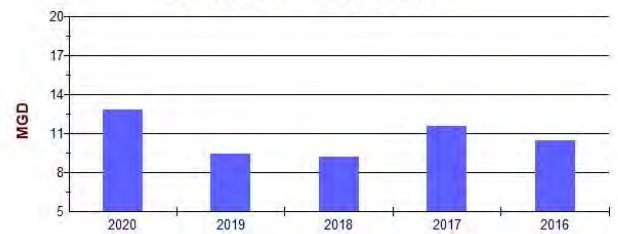
4.96 inches of total rainfall was recorded at the plant site during the month of November.

Current Month - Average Daily Flow



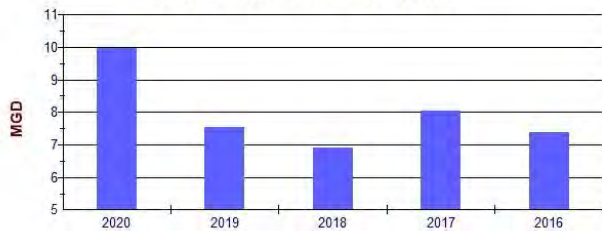
The Average Daily Flow (ADF) for the month of November was recorded at 7.56 MGD compared to 7.00 MGD one year ago, for the same month.

Current Month - Peak Hour Flow



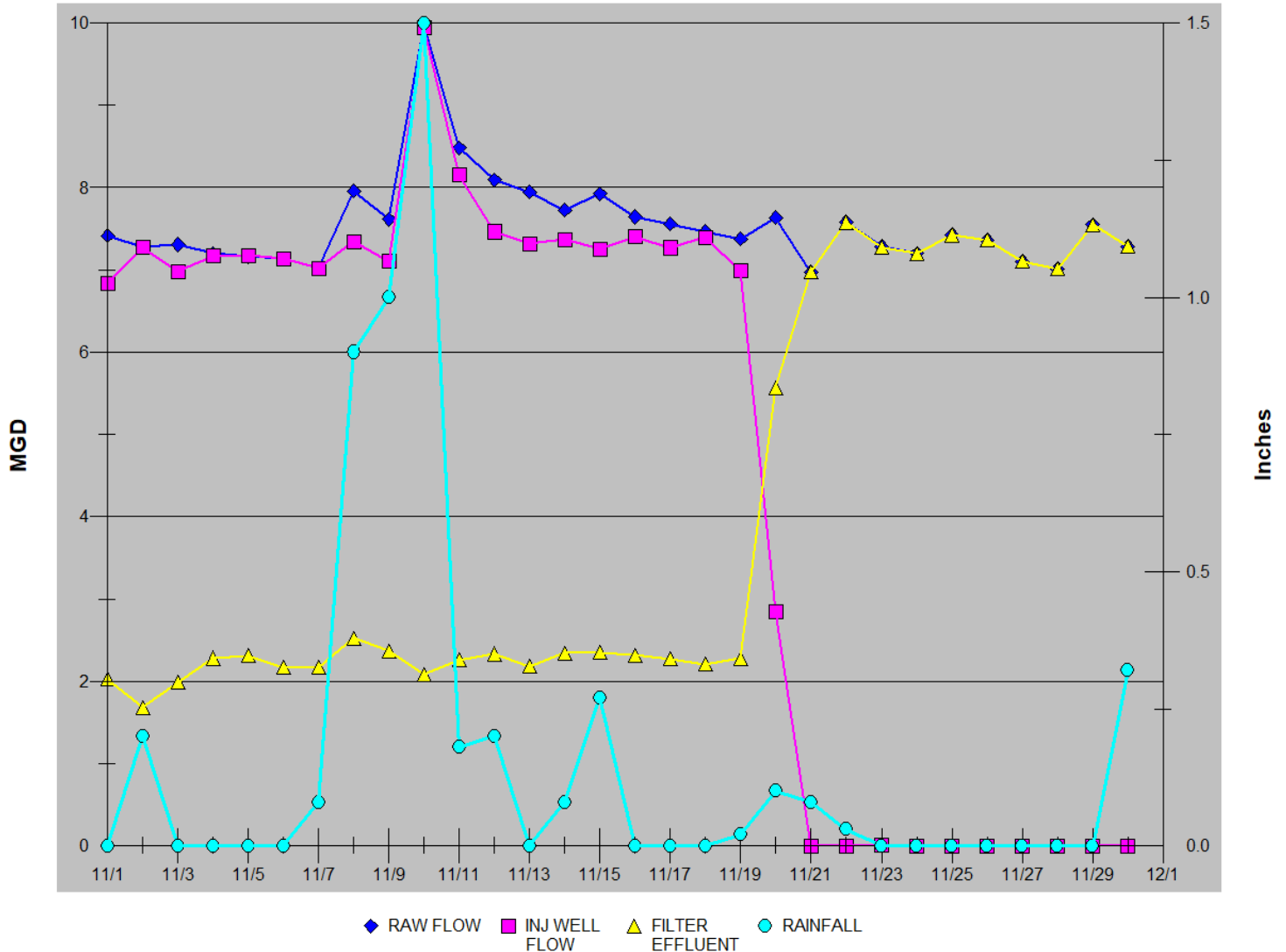
The Peak Hour Flow (PHF) for November was 8,902 GPM which equates to an equivalent daily rate of 12.82 MGD.

Current Month - Maximum Daily Flow



The Maximum Daily Flow (MDF) in November was 9.98 MGD.

For the month of November, the cumulative influent flow to the plant was 226.71 MG of which 120.50 MG was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 4.96 inches of rainfall was recorded at the site during the month and 143.46 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 53.15% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 117.09 million gallons of IQ water to the reuse customers during the month of November.



Year to date, approximately 64.06% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 1636.12 million gallons.

All monthly reporting was submitted on time.

Treatment Plant:

During the month of November, the Operations Staff continued to work diligently to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also completed and/or supervised Contractor work for special projects during the month including the installation of two wind anemometers at the headworks structure and chlorine storage building. The anemometers will provide continuous wind data, including wind speed and direction, which will be used to provide critical data during tropical system development and to allow the quick assessment of the prevailing wind direction at the WWTP site. The data provided by the anemometers will be integrated and available for viewing via the District's SCADA system.



Chlorine Storage Building Wind Anemometer



Headworks Structure Wind Anemometer

As part of ongoing improvements to the chlorine feed system, the 2,000 pound per day (ppd) chlorine solution flow meter dedicated to the clarifier units was replaced with a smaller 500 ppd unit. Replacement of the existing flow meter with a smaller unit will ensure that the plant operators can more easily modulate and optimize the solution rate to the manifold assembly dedicated to each of the clarifier units. Upon installation of the smaller flow meter, Staff tested the system and were very pleased with its performance.



Clarifier Solution Flow Meter to Clarifier Units

Lastly, with the goal of providing enhanced electronic traceability of chemical and fuel inventories at the District's WWTF, Operations Staff worked with the District's IT department to convert the weekly "hand-written hard copy" reports into the District's electronic database, InforEAM. The integration of the data will allow all District Staff to easily review and evaluate the current and historical fuel and chemical usage in Power BI.

Infor EAM - LRD Production

Work Orders | Materials | Equipment | Administration

Work Order: 1654000 WEEKLY PM - PLANT CHEM / FUEL CHECK

Record View | Equipment | Activities | Checklist | Book Labor | Parts | Comments | Documents | Meter Readings | Closing

Checklist Details

Activity: 10-PLANT CHEMICAL / FUEL INVENT

All Records

Sequence	Equipment	Equipment Description	Description	Result	Notes	Date Updated	Updated By	Error Message
10	FUEL-TANK-03	FUEL TANK #3 ER3 (GEN 3 - 10000 GALLON)	QUANTITY IN GALLONS					
10	FUEL-TANK-06	FUEL TANK #6 MAINT (NO LEAD - 500 GALLON)	QUANTITY IN GALLONS					
10	FUEL-TANK-01	FUEL TANK #1 ER1 (GEN 1 - 6000 GALLON)	QUANTITY IN GALLONS					
10	FUEL-TANK-02	FUEL TANK #2 ER1 (VEHIC - 4000 GALLON)	QUANTITY IN GALLONS					
20	EQ-OCS-3.5K-GAL-SOD-HYD-ST	EQ OCS 3,500 GAL SODIUM HYDROXIDE STORAGE TANK	QUANTITY IN GALLONS					
20	EQ-OCS-6K-GAL-SOD-HYPOCHLORITE-ST	EQ OCS 6,000 GAL SODIUM HYPOCHLORITE STORAGE TANK	QUANTITY IN GALLONS					
30	CHLORINE CYLINDER STORAGE ROOM	CHLORINE TONS FULL						
40	CHLORINE CYLINDER STORAGE ROOM	CHLORINE TONS EMPTY						
50	CHLORINE CYLINDER STORAGE ROOM	CHLORINE TONS EMPTY						

Records: 10 of 10

View of WWTF Chemical and Fuel Inventory Checklist in InforEAM

Power BI | Department Dashboard

EAM_Chemical_Checklist | Data updated 12/9/20

Where did this information come from?
Information is extracted from the Checklist CHEM-FUEL

SQL query name is
EAM_OPS_CHEMICALS

Chemical Inventory Checklist Results

Updated Date: Last 1 Months
11/10/2020 - 12/9/2020

Work Order	Equipment Description	Reading	Checklist Description	Checklist Comment	Updated By	Updated Date
1654000	CHLORINE CYLINDER STORAGE ROOM	14	AMMONIA / # FULL BOXES (ADVISE WAREHOUSE IF < 6)		CHEDDINGS	12/7/2020
1654000	CHLORINE CYLINDER STORAGE ROOM	4	CHLORINE TONS EMPTY		CHEDDINGS	12/7/2020
1654000	CHLORINE CYLINDER STORAGE ROOM	8	CHLORINE TONS FULL		CHEDDINGS	12/7/2020
1654000	CHLORINE CYLINDER STORAGE ROOM	4	CHLORINE TONS ONLINE		CHEDDINGS	12/7/2020
1654000	EQ OCS 3,500 GAL SODIUM HYDROXIDE STORAGE TANK	223	QUANTITY IN GALLONS		CHEDDINGS	12/7/2020
1654000	EQ OCS 6,000 GAL SODIUM HYPOCHLORITE STORAGE TANK	484	QUANTITY IN GALLONS		CHEDDINGS	12/7/2020
1654000	FUEL TANK #1 ER1 (GEN 1 - 6000 GALLON)	5,682	QUANTITY IN GALLONS		CHEDDINGS	12/7/2020
1654000	FUEL TANK #2 ER1 (VEH/EQ - 4000 GALLON)	1,515	QUANTITY IN GALLONS		CHEDDINGS	12/7/2020
1654000	FUEL TANK #3 ER3 (GEN 3 - 10000 GALLON)	9,391	QUANTITY IN GALLONS		CHEDDINGS	12/7/2020
1654000	FUEL TANK #5 MAINT (NO LEAD - 500 GALLON)	364	QUANTITY IN GALLONS	31 inches 3/4	NJARVIS	12/7/2020

Equipment

- ☐ CHLORINE-CYLINDER-STORAGE-R...
- ☐ EQ-OCS-3.5K-GAL-SOD-HYD-ST
- ☐ EQ-OCS-6K-GAL-SOD-HYP-ST
- ☐ FUEL-TANK-01
- ☐ FUEL-TANK-02
- ☐ FUEL-TANK-03
- ☐ FUEL-TANK-05

View of WWTF Chemical and Fuel Inventory Data in Power BI

Maintenance Department:

The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks over the last monthly period. In addition to the completion of standard PM tasks the Maintenance Department addressed non-routine maintenance items as well as “special projects”. A few examples of these types of projects are presented below.

The District previously identified the injection well pump station as one of the most critical structures at the WWTF which needs specific improvements to increase system reliability and redundancy. One of the improvements identified was the replacement of the existing 250-horsepower (HP), Open Drip Proof (ODP) type AC electric motors with Totally Enclosed Fan Cooled (TEFC) type electric motors. During the month of November, District Staff worked with the motor supply vendor to install and align the first of four vertical TEFC motors on Injection Well Pump No. 4. Over the next couple years, all four ODP motors will be replaced with TEFC motors.



Replacement Vertical TEFC Motor at Injection Well Pump No. 4

Another project completed by District Maintenance Staff during the month of November was the replacement of the existing 4-inch diameter, ductile iron (DI) process water piping which services the Solids Dewatering Facility. During a walk-through inspection of the facility, it was discovered that the portion of piping located within a below grade, concrete pipe trench was leaking. Upon further inspection, it was discovered that the pipe was significantly corroded at the locations where the piping rest in concrete pipe supports. Since the process water service piping system operates at a relatively high pressure of 80-psi the immediate replacement of the piping was warranted. With the trench grates removed and all process piping exposed, District Staff also completed an inspection of the three (3) runs of 6-inch DI sludge piping which are dedicated to the three (two existing/1 future) belt filter press units. The inspection of the sludge piping revealed advanced corrosion of all three piping runs at the same locations (i.e., concrete pipe supports). Since the sludge piping is operated at significantly lower pressures (5 to 10 psi) the immediate replacement of the piping was not necessary, but Staff are planning to replace all DI piping in the near future upon procurement of the required materials.



Replacement of Process Water Piping at Sludge Dewatering Facility – Photo No. 1



Replacement of Process Water Piping at Sludge Dewatering Facility – Photo No's. 2 and 3

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



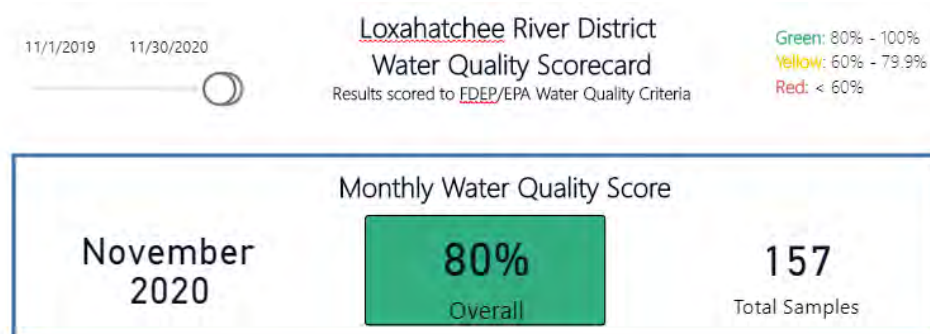
MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
 FROM: Bud Howard, Director of Information Services
 DATE: December 10, 2020
 SUBJECT: Monthly Governing Board Update for November 2020

WildPine Ecological Laboratory

Riverkeeper Project

In November, lab staff and our partners collected water quality samples from 27 monitoring stations throughout the watershed. The overall water quality score for November 2020 was 80%, compared to last month's score of 67%, and a score of 80% for November 2019. We collected a total of 76 bacteria samples in support of several projects including the weekly bacteria monitoring program and our partnership project with Town of Jupiter working in Jones/Sims Creeks.



TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci and E. coli bacteria

Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2019	November	187	80%	35	97%	35	77%	35	63%	82	80%
2019	December	110	87%	16	100%	16	88%	16	81%	62	85%
2020	January	239	73%	47	85%	47	55%	47	70%	98	77%
2020	February	148	89%	25	96%	25	100%	25	68%	73	89%
2020	March	109	87%	15	100%	15	100%	15	80%	64	88%
2020	April	150	82%	25	100%	25	80%	25	48%	75	88%
2020	May	136	72%	22	95%	22	86%	22	55%	70	66%
2020	June	122	71%	16	88%	16	69%	16	63%	74	70%
2020	July	152	70%	28	82%	28	57%	28	46%	68	61%
2020	August	147	80%	27	96%	27	85%	27	70%	66	76%
2020	September	134	77%	17	100%	17	88%	17	59%	83	73%
2020	October	149	66%	28	89%	28	46%	28	46%	65	74%
2020	November	157	80%	27	93%	27	78%	27	86%	76	70%

Loxahatchee River Water Quality Scorecard for Overall, Total Nitrogen (TN), Phosphorus (TP), Chlorophyll a (CLA) and E. coli and enterococci bacteria (BAC) parameters.

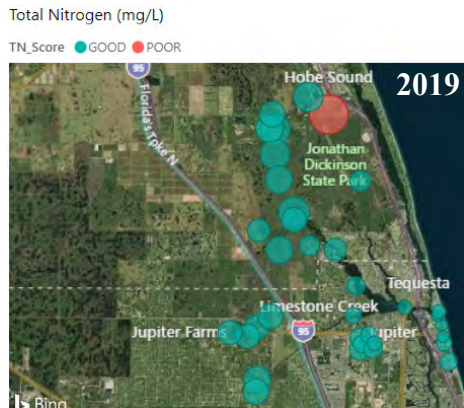
Gordon M. Boggie
 Board Member

Dr. Matt H. Rostock
 Board Member

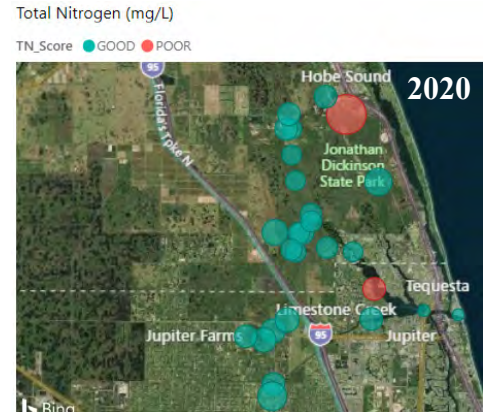
Stephen B. Rockoff
 Chairman

Harvey M. Silverman
 Board Member

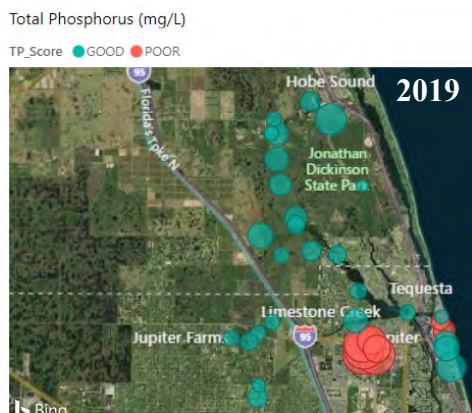
James D. Snyder
 Board Member



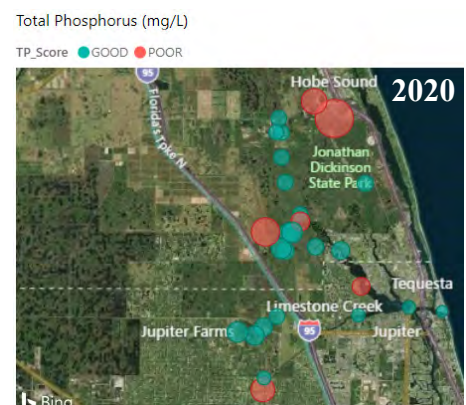
Total Nitrogen (TN) concentrations in November 2020 scored “Poor” at only two (7%) stations, relative to the Numeric Nutrient Criteria (NNC) water quality standards (map right). Similarly, November 2019 had 1 out of 35 (3%) stations scoring “Poor” (left). Station 56 at the



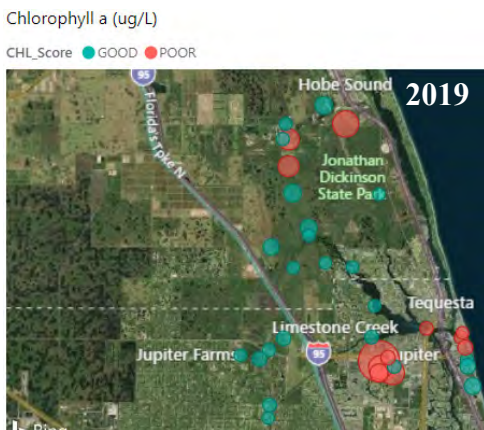
Papaya Village neighborhood outfall had the highest TN concentration this month at 2.0 mg/L.



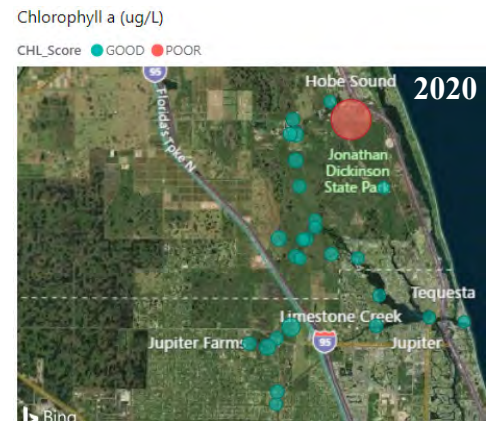
Total Phosphorus (TP) concentrations in November 2020 scored “Poor” at 6 (22%) stations when compared to the NNC water quality standards (map right). Similarly, November 2019 had 8 out of 35 (23%) stations scoring “Poor” (left), though many of those sites were in the Jones Creek basin not sampled this year.



Like TN, station 56 at the Papaya Village neighborhood outfall had the highest TN concentration this month at 0.28 mg/L, more than twice as high as the NNC for the freshwater region.



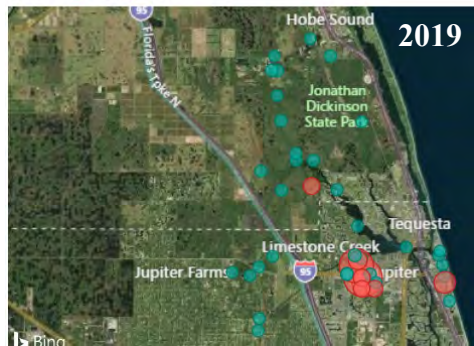
Chlorophyll (Chl a) concentrations in November 2020 scored “Poor” at only 1 (4%) station when compared to the NNC water quality standard for each station (map right). In contrast, November 2019 had 12 of 35 (34%) stations scoring “Poor”. Again Station 56 at the Papaya Village



neighborhood outfall had the highest TN concentration this month at 52ug/L, more than twice as high as the NNC for the freshwater region. It is likely that septic tanks and the design of the stormwater system are contributing to poor water quality in that neighborhood.

Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

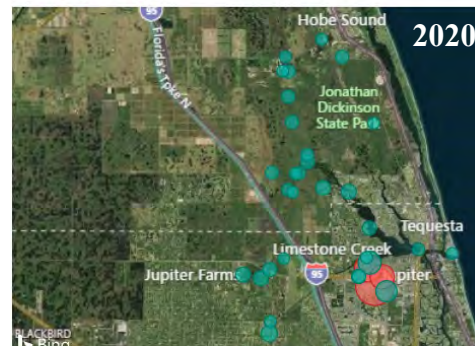
FC_Score ● GOOD ● POOR



For the combination of all fecal indicator bacteria (fecal coliforms in all waters, enterococci in marine and brackish waters and E. coli in fresh waters), 23 out of 76 (30%) samples collected scored “Poor” in November 2020 when compared to DEP’s Surface Water Quality Standards.

Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD ● POOR



In contrast, November 2019 had 16 of 82 (20%) stations scoring “Poor”.

JUPITER

Coronavirus: Wastewater shows spread of COVID-19, Jupiter's sewer district says

People shed fragments of the virus with their waste, and its presence in sewage can show how it is spreading sooner than other tests, scientists say.

Sam Howard Palm Beach Post

Published 10:39 a.m. ET Nov. 25, 2020 | Updated 10:29 a.m. ET Nov. 26, 2020



LRD In the News

On November 25, the Palm Beach Post did an excellent story on LRD’s Wastewater Surveillance monitoring program. Link to Story [HERE](#).

Left is the picture of Danny Tomasello, our Lab Technician, shown processing a wastewater sample for delivery to Biobot that ran with the online version of the story. The print version of the story ran on Sunday, November 29.

Our Wastewater Surveillance web page ([Link](#)) had over 550 visits the week of the story.

Alternate A1A Bridge Project Safety Support

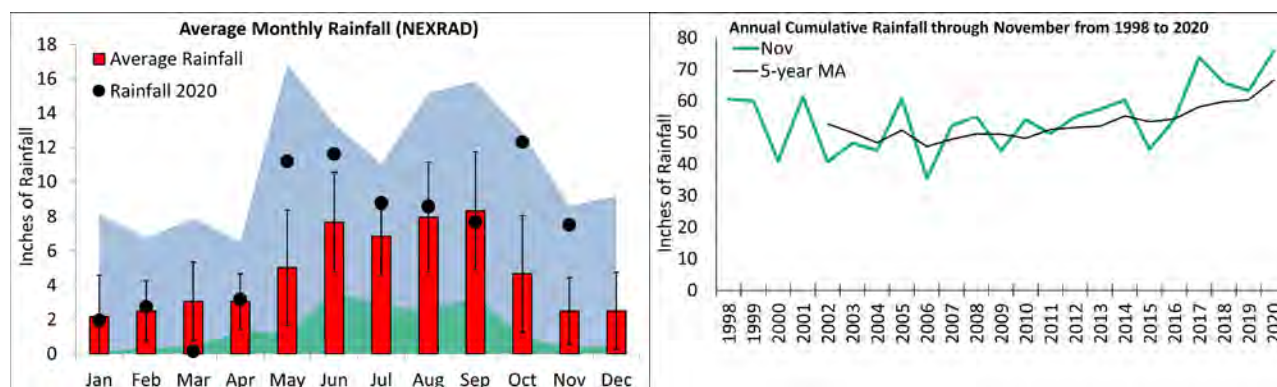
In a multi-department effort to help address the issues with the Alternate A1A bridge force main, Dave Porter and Jerry Metz pitched in to serve as the OSHA required boat and on-water “spotter” support below the engineering and construction staff while they are repairing a force main. Pictured right is Dave Porter, Lab Tech II, on the Riverkeeper boat with safety gear prepared to rescue anyone falling into the water.



Hydrologic Monitoring

The big story across the watershed during November continues to be abnormally high rainfall. Total for November was 7.5", three times the normal November rainfall of 2.5". This is the highest total November rainfall since 1998 when rainfall was 8.6" (see figure below left). This calendar year we have eight months of higher than average rainfall, four that experienced significantly higher than average rainfall. The NEXRAD radar-based rainfall measurements detected rain on 22 days in November. Our region was impacted by the anomolous late season tropical storm Eta which began to affect the watershed on November 6 and remained until November 8, during which a total of 5.4" of rain was measured with the highest daily rainfall of 2.1" measured on November 8. These three days accounted for 72% of the monthly rainfall.

Year-to-date cumulative rainfall averaged across the watershed through November is a remarkable 75.6" which is 41% above the historical average of 53.6". This makes 2020 the wettest year on record of NEXRAD rain measurements dating back to 1998 (see figure below right).



Left figure shows average monthly rainfall from 1998 to 2019 (red bars; error bars indicate $\pm 1SD$). The maximum and minimum rainfall ever recorded for each month are respectively shown by the blue and green shaded areas. Black dots indicate monthly rainfall for 2020. Right figure shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through November for each year since 1998, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years.

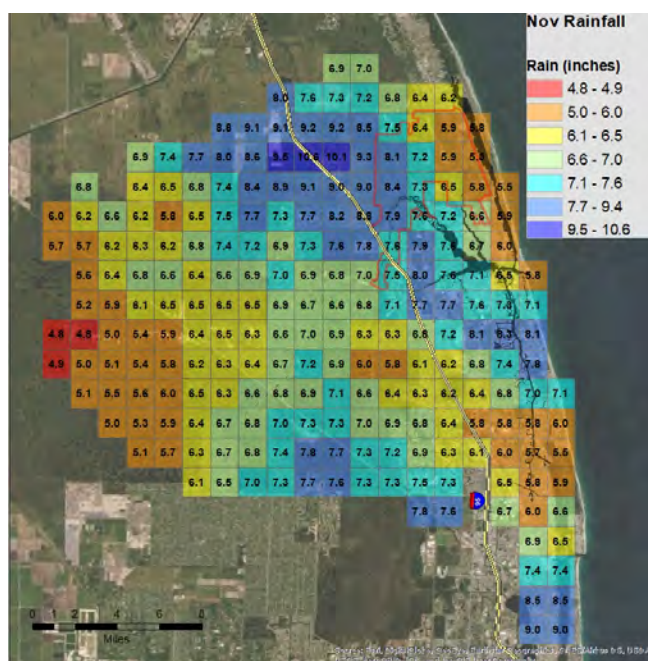
Some interesting rainfall observations from the NEXRAD data for the Loxahatchee River watershed:

- The November 2020 rainfall total of 7.5" is the highest recorded rainfall for the month of November in the NEXRAD dataset since 1998 when a total of 8.6" was recorded.
- This year's cumulative rainfall total through November of 75.6" is the highest cumulative rainfall total through November on record dating back to 1998.
- We have now broken the annual rainfall record, already surpassing the annual rainfall total of 75.2" set in 2017.

- Four of the past seven months have had significantly higher than average rainfall see figure above, right).
- 2020 makes four consecutive years of annual rainfall above the the five-year moving average (figure above).

Spatially, there was a 5.7” difference in rainfall totals across the watershed between the driest and wettest regions of the watershed (figure right). The highest rainfall measured this month was near the agricultural areas located west of Jonathan Dickinson State Park where rainfall was as high as 10.6”. The driest areas tended to be the J.W. Corbett WMA which experienced 4.8” of rainfall; a total that is still nearly twice as high as the monthly average of 2.5”.

Persistently high rainfall continues to drive substantial river flows. River flow measured at Lainhart Dam in November ranged from 82 to 377 cfs with an average of 252 cfs; up slightly from October’s 240 cfs average (see figure below).

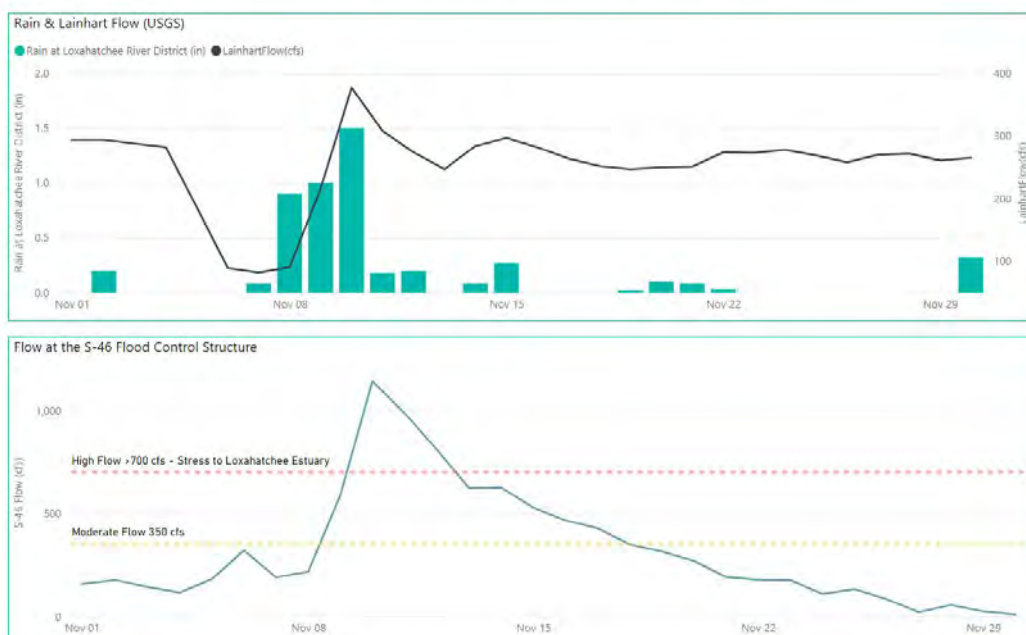


Rainfall distribution across the watershed using NEXRAD data. Each cell represents an area of 2 km x 2 km. Blue colored cell show highest rainfall and red cells show lowest rainfall.

Note that regions of the watershed adjacent to Jonathan Dickinson State Park have received up to 90” of rain so far this year. This abundance of freshwater enters the estuary from the north which is downstream the measurements at Lainhart Dam. Thus, current flow measurements likely under-represent freshwater water entering through the Northwest Fork and North Fork of the river.

Daily average flow at the S-46 flood control structure occurred throughout November and ranged from 9 cfs to a peak of 1,143 cfs, the highest peak of the year, with a daily average of 320 cfs. Flow at S-46 was above our “Moderate Flow” threshold of 350 cfs for 9 consecutive days (11/9 to 11/18) with three of those days (11/10 to 11/12) above the 700 cfs threshold considered likely to stress the Loxahatchee River Estuary. This year “Moderate Flow” conditions occurred only 21 days, and exceeded the threshold considered “Stressful” to the estuary only 5 days. This is an appreciated achievement by SFWMD operators given the remarkable rainfall experienced across the watershed.

Increased discharges through S-46 caused lower mean daily surface salinity during November at the USGS station at the US-1 bridge. Daily average and minimum salinity measurements of 25 ppt and 4 ppt remain relatively unchanged from October’s 24 ppt and 5 ppt.



Monthly flow measured through the Lainhart Dam superimposed with daily rainfall measured at the LRD plant site (top) and the S-46 control structure (bottom).

Oyster Spawning and Settlement Monitoring

Oyster spat settlement has essentially ceased in the river for the 28-day period ending November 17. Average density for the Northwest Fork was 199 spat m² with settlement activity occurring exclusively at the downstream site (399 spat m²). In the Southwest Fork, oyster spat settlement was bare minimal with an average of only 6 spat m², again, all activity occurring at the downstream site (11 spat m²).

Volunteer Water Quality Monitoring Program



The cumulative grades for November from the Volunteer Water Quality data upgraded from last month's "D" to a "C". The three sites (St. 107, St. 10, St. 30) that contributed a majority of the data for this month's grade exhibited a mixed bag of scores in all the parameters as the month progressed. Station 107 had lower than normal pH values, Station 10 reported abnormal water color and Station 30 had poor water clarity and salinity values. However, the weekly grades from each site tended to show some improvement over time. We also want to welcome back The Nature Conservancy on Jupiter Island. They have resumed monitoring after a short break

due to the COVID pandemic.

November-20	Averaged results for the Month							Monthly Cumulative Scores						Cumul. Monthly	
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	79.3	2.0	30.1	8.2	6.5	95.3	1.6	B	A	A	A	A	C	78.3	C
LR22V	74.3	VAB	29.0	8.0	6.2	86.2	1.0	VAB	A	A	A	A	A	90.0	A
LR30V	75.9	1.3	20.0	7.9	5.4	71.8	1.0	C	D	A	A	A	A	70.8	C
LR107V	73.0	0.7	0.0	6.7	4.6	52.6	1.0	A	C	D	A	A	A	69.6	D
Average	75.7													74.1	C

VAB (Visible at Bottom)
DO (Dissolved Oxygen)
ND (No Data)

Customer Service

Payment Processing

4th Quarter Bill bills were due November 18. Staff were busy processing nearly 19,500 payments from totaling approximately \$2.66M. The most noteworthy change in payment patterns was another 5% decrease in the number of payments by paper checks, this brings us to 26% fewer paper checks than the same quarter 3 years ago. Today over 90% of the accounts are satisfied.

Google Review

A customer took the time to write a very nice Google review for the District.

Loxahatchee River District

2500 Jupiter Park Dr, Jupiter, FL

[Write a review](#)

4.8 ★★★★★ 5 reviews ⓘ

Sort by: Newest ▾



Cheryl Ward

Local Guide · 160 reviews · 32 photos

★★★★★ 4 hours ago

I dealt with Carrie on the day of closing to set up our account. The service was second-to-none. She's a treasure. This office is easy to deal with and no hassle. This company also has a good work ethic and keeps prices as low as possible but I especially love that we can call and speak to a human being to sort any account issues immediately.

Information Technology (IT)

File Server Auditing Tools

As is the case with most mature IT data storage systems, the data stored may be obsolete, redundant and/or trivial, but it consumes vast amounts of our limited, high performance and expensive storage resources. In November, we setup Netwrix Auditor which provides powerful tools to discover and effectively manage the data stored on the network.

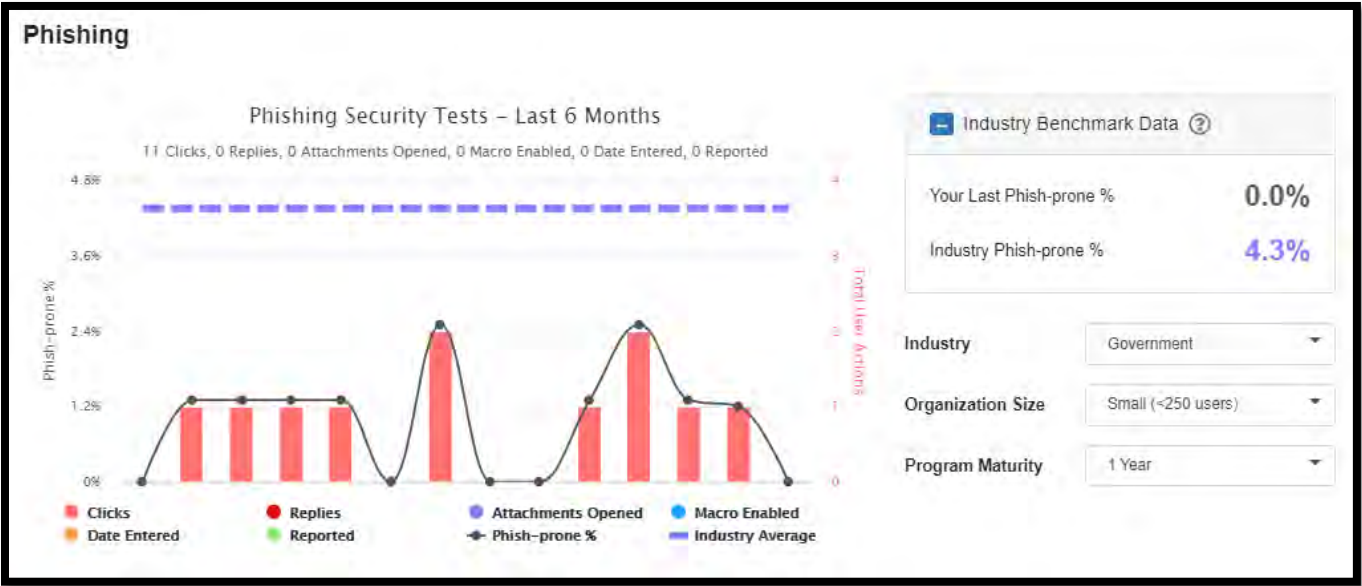
Some examples of the reports/tools we are beginning to provide the data owners so they can take action to help us best utilize our resources:

- Redundant/Duplicate files – Duplicate data stored in multiple locations so users can determine which files should be kept and which should be discarded or replaced with links.
- Stale age files – These files have not been accessed in many years and the contents can be reviewed to determine if obsolete or can be archived.
- Large files – Typically video, but could be huge data files, that may be archived if not readily needed.

As these reports are provided to the various departments, we will provide training to users to effectively manage these files so they can work through the prioritized list of file management. As staff completes their work, the more effective utilization and management of server resources will free significant amounts storage and will likely prevent the need for additional resources.

Annual Phishing Report

The District staff continue to do extremely well with identifying phishing and malware emails that IT sends through our security awareness training program. Over the past 6 months, we have consistently remained below the industry average of 4.3% Phish-prone. The Phish-prone Percentage is calculated based on the number of total failures (when a staff member fails a test) divided by number of phishing tests sent to users’ email.



Fraud Thwarted

This month, Cheryl from our Accounting Department, received an email, seemingly from a vendor with whom we normally do business. The email contained recent correspondence and requested that we redirect payment to another bank via electronic transfer.

However, Cheryl, was not misled, knowing that this is a method that hackers may use to defraud businesses. She promptly called the vendor to verify the instructions were, in fact, as requested in the email. Thanks to Cheryl’s keen eye and decisive action she prevented a potential significant financial loss and frustration for the vendor and the District. GREAT JOB CHERYL!


Loxahatchee River Environmental Center

December 2020

River Center Summary Statistics



LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

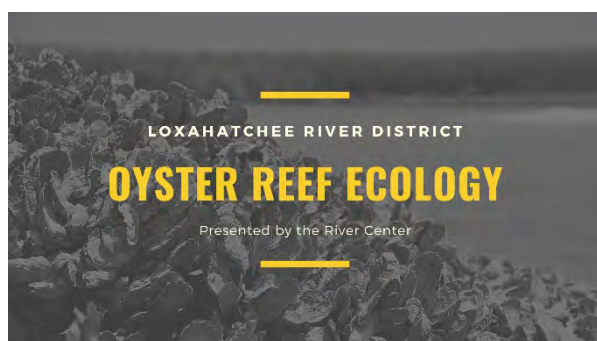
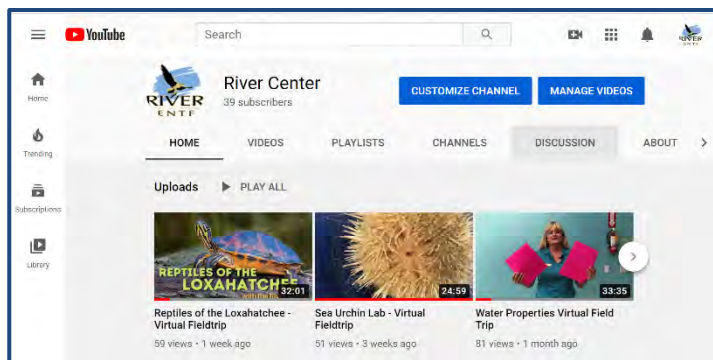
		Environmental Stewardship Impact <small>[%ES Impact = (Total Visitors x ES Index)/Monthly Target]</small>	Environmental Stewardship Index	Total Visitors <small>(incl. Visitors, Field Trips, Onsite Programs)</small>	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Program Revenue
Benchmark / Customer Expectation		% of Target	Monthly Average <small>[Max Rating is 9]</small>	% of Target	% of Capacity	% of Target	% of Target	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 5]</small>	% within budget	% of Target
Blue Level		≥ 110%	≥8	≥ 110%	≥ 95%						
Green Level		≥ 90%	≥7	≥ 90%	≥ 75%	≥ 90%	≥ 90%	≥4	≥7	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥5	≥ 75%	≥ 50%	≥ 75%	≥ 75%	≥3	≥5	≥ 80%	≥ 75%
Red		<75%	<5	<75%	<50%	<75%	<75%	<3	<5	< 80% or > 105%	<75%
2018 Baseline		98%	7.3	109%	84%	121%	154%	4.8	7.3	90%	165%
2019 Baseline		102%	7.3	98%	96%	131%	218%	4.7	7.8	96%	100%
2019	Nov	99%	7.4	98%	95%	108%	190%	4.5	7.7	99%	176%
	Dec	97%	7.3	93%	81%	91%	188%	4.7	8.5	87%	158%
2020	Jan	152%	7.4	103%	76%	157%	94%	4.8	8.0	105%	185%
	Feb	128%	7.4	128%	89%	147%	313%	4.8	8.1	87%	201%
	Mar	60%	7.7	36%	30%	32%	82%	5.0	8.1	86%	135%
	Apr	0%	0.0	0%	0%	21%	0%	0.0	6.9	83%	112%
	May	0%	0.0	0%	0%	17%	0%	0.0	0.0	85%	67%
	June	0%	0.0	0%	0%	9%	0%	0.0	0.0	87%	25%
	July	0%	0.0	0%	0%	7%	0%	0.0	0.0	92%	23%
	Aug	0%	0.0	0%	0%	12%	0%	0.0	0.0	87%	19%
	Sept	42%	7.7	8%	74%	27%	0%	3.8	8.5	72%	19%
	Oct	27%	8.3	16%	83%	70%	13%	4.9	7.8	62%	76%
	Nov	30%	7.6	46%	75%	62%	75%	4.5	7.0	71%	104%
Consecutive Months at Green		0	3	0	0	0	0	2	0	0	1
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
ESII	Programs that we are offering are not filling to capacity which can drive down this number.
Visitors	Even though we are not where we want to be yet, we are seeing an increase in the number of visitors we have based on increased programs and opening to the public.
Program Participation	The outdoor programs tend to fill but Homeschool and other on-site programs are not filling the way that they normally do.
Volunteers	We are still restricting the number of volunteers that we can have in the center at one time.
1st Visitors	We are glad to see an increase in the number of 1st time visitors that we have to the River Center. This is unexpected.
Staff Assessment	Scores are lower for programs because we cannot offer "Exploration" the way that have done in the past with onsite and virtual programs. This is a work in progress.
Expenses	We reduced our budget for this year, but we are still not at the same expense level since we are not operating at full capacity.

Special Programs

Virtual Field Trips

This month the River Center release two virtual field trip experiences: Fish Morphology and our LRD Wastewater Treatment Plant videos. The first video covered the shape, form and function of different parts of a fish. This video was designed for children in grades kindergarten through second grade. The second video highlighted the work that the Loxahatchee River District does to recycle our wastewater into irrigation quality water. It emphasized the biological processes that occur throughout treatment. This program was designed for children in grades ninth through twelfth grade. These programs are posted to our Facebook page and YouTube Channel and are available to everyone.



This month we started LIVE Virtual Field Trips. We were able to Zoom into the 5th grade classes at Miami Country Day School to conduct live virtual field trips. We saw 61 students over five days conducting an **Oyster Reef Ecology Lab**. We pre-recorded the oyster shake portion of the lab and did a habitat assessment using oyster restoration bags taken directly from the Loxahatchee River. Students saw mangrove crabs, porcelain crabs, snapping shrimp, and periwinkle snails that lived within the bags. Students got a

firsthand look at the primary consumers of the food web in relation to fish nursery food supplies.

LRD Connections

- **Water Supply:**
 - Oysters are a filtration system responsible for filtering freshwater coming down stream and saltwater coming up stream with the tide. This is like how LRD filters wastewater before releasing it into our environment. Oysters help to improve water quality.
 - Dock building, dredging and other changes in water depth in the estuary, sea wall development, and changes in the estuary sediment (hard bottoms to muddy detritus which cannot support oyster reefs) can be harmful to oyster reef habitats.
- **Stormwater:**
 - Oysters can be affected by pollution runoff - irrigation, agriculture, fertilizers, pesticides
 - Oysters help to stabilize our shorelines and protect them from erosion.

Science with Sam

In November, Science with Sam taught one class on the four seasons. Students learned how the tilt of the Earth, as it rotates around the sun, causes seasons and how the Southern and Northern Hemisphere of Earth are always opposite seasons. Students also learned about the 'seasons of wastewater' and how the different seasons and holidays affect the wastewater treatment plant and its level of productivity and how that can directly affect our community. The class ended with students creating their own colorful rendition of the four seasons for them to take home and enjoy.



Blooming in the Garden – Animal Homes

On Saturday, November 14th, the River Center hosted Blooming in the Garden, a program for early learners. Four families joined us with five children to enjoy a morning outside in the chickee hut and pollinator garden. The theme this month was “Animal Homes” and included a silly story, a lesson on different animal habitats, and a fun craft. Families then wandered around and explored in the garden. They found Atala butterfly chrysalis’, snails, spiders, and colorful flowers and berries. Every family took home their artwork and some pots with different wildflowers and vegetables for their home gardens.

Girl Scout Workshop: Butterfly Badge



The River Center, in partnership with Girl Scouts of Southeast Florida, celebrated the winged beauties of the garden, butterflies! Twenty-four Junior and Cadette Girl Scouts participated in our Girl Scout workshop earning their butterfly badge, which is a special local council badge, on Saturday, November 7th. The girls learned about life cycles, anatomy, and unique adaptations of butterflies. This workshop also allowed them to understand the amazing Monarch migration phenomenon in Mexico, but also the year-round Monarch populations in South Florida.

River Center educators led girls through the garden teaching about rare and endangered butterflies, host and nectar plants, and the species found in the River Center’s pollinator garden. The girls also helped with a service project trimming and pruning the garden. The River Center invited the Girl Scout troops to participate at the second annual River Center Atala Butterfly Festival on January 30, 2021. The River Center would like to say thank you to our volunteers that helped with the workshop; Jaina, CJ, and Margaret. A very special thank you also goes to Cadette Girl Scouts, Keira and Ashley, who helped facilitate a session for their Silver Award Project. The project titled *Happy Habitats: Helping Animals, Helping People* helps educate people about native pollinator plants and distributes seed packets so people can start their own native gardens at home.

LRD Connections

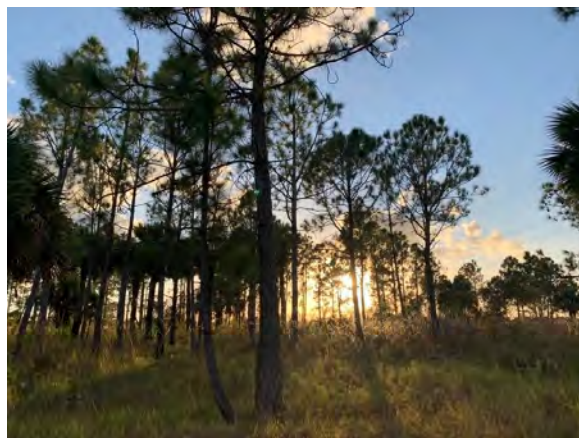
- Wastewater Treatment
 - LRD supplies reuse or reclaimed water to irrigate gardens (ex. Abacoa community garden) that support butterflies and other pollinators.
- Water Supply Conservation
 - Planting native plants adapted to Florida’s rainy and dry season means there is less need for additional irrigation.
 - Rain Barrels catch rainwater to irrigate pollinator gardens.
 - Drip Irrigation uses less water and connects water directly to the roots of the plant.



- Xeriscaping is landscaping with drought tolerant plants, downward sloping topography for water to percolate down and does not use grass as groundcover.

Nature Walk at Loxahatchee Slough Natural Area

On Tuesday, November 24th, the River Center hosted a nature walk through the Loxahatchee Slough Natural Area. This sunset walk provided beautiful and scenic views of marsh and pine flatwood habitats. Along the rocky path we identified various wildflowers, butterflies, and birds as well as a few mosquitos. We made our way to the high observation platform for a look over the natural area's lush grasses and landscape. It was a beautiful hike and an area we hope to explore again soon. We had 10 participants on this walk.



LRD Connections

- Water Supply – The Loxahatchee Slough was the historic headwaters for the Loxhatchee River.

Homeschool Workshops

Bird Basics and Morphology – November 10th

The River Center hosted a homeschool workshop for students ages 7-10. The topic birds and bird morphology. Students learned about the shape, form, and function of their physical adaptations as well as about bird habitats and behavior. Students were trained how to use and focus binoculars while spotting bird pictures set up all around the classroom. Afterwards they created a fun craft showcasing camouflage and coloring of birds in an interesting and creative way. This was a modified version of a program that was cancelled last school year due to COVID-19 and is considered a bridge program to other homeschool programs. The original workshop was Bird Basics and Migration Challenges outlining the need for bird habitats, including water supply, along migration roots.

Down and Dirty: All About Soil – November 20th

The River Center conducted its first homeschool workshop of the school year specifically for older students ages 11-15. The topic of the lesson was soil. Students learned what types of soil are most common in South Florida and how to classify them according to their abundance of sand, silt, and clay. Students measured and compared the differences in water-holding capacity of different soil types and watched a demonstration about the important role plants play into preventing soil erosion, runoff, and water percolation.

LRD Connections

- Stormwater: plants help to prevent runoff and erosion as well as slow water down for percolation.
- Water supply: students learned about aquifers and the water table, irrigation and agriculture, as well as surface water.

Upcoming River Center Events

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

December 4, 10 am – 12 pm: Kayak Tour – Lainhart Dam: Join the River Center for our Public Kayak Tour up the Wild and Scenic Loxahatchee River. Explore the dam and cypress swamps of Florida's first National Wild and Scenic River. All equipment will be provided but interested participants should bring water shoes, sunscreen, and plenty of water! The cost for this program is \$20 per person. Due to COVID-19, everyone must "paddle with a partner", so each registration has a minimum of 2 people (no single registrations) for our tandem kayaks. Make sure to reserve your spot today! Space is limited!

December 9, 4 – 5 p.m.: Science with Sam: Every other Wednesday from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for our K-5th grade aged children. Activities will include garden exploration and hand-on opportunities with wildlife. Each week has a different theme! There is no cost for this program but please RSVP to attend.

December 19, 10 am – 11:30 am: Bloomin' in the Garden: Let's go explore! Join the River Center for our Bloomin' in the Garden program, designed for children ages 3-7. The program will start at 10:00 am in the River Center Chickee Hut 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! Spaces are limited and RSVP is required. Only one adult per child please due to COVID-19 restrictions. Everyone must wear a mask. Please 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!

December 29, 9 am – 11 pm: Nature Hike – Jupiter Inlet Lighthouse Outstanding Natural Area: Join the River Center on our Nature Walk through the ONA natural areas. This is a beginner level hike with wide, unpaved trails. Immerse yourself in this local natural area. Interested participants should wear closed toed shoes, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited. Due to COVID-19, there will be staggered start times to accommodate more guests. No more than 8 guests per group.

January 9, 10 am – 11:30 am: Bloomin' in the Garden: Let's go explore! Join the River Center for our Bloomin' in the Garden program, designed for children ages 3-7. The program will start at 10:00 am in the River Center Chickee Hut 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! Spaces are limited and RSVP is required. Only one adult per child please due to COVID-19 restrictions. Everyone must wear a mask. Please 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!

January 20, 9 am – 11 pm: Nature Hike – Pal Mar Natural Area: Join the River Center on our Nature Walk through South Florida Water Management natural areas at Pal Mar. This is an intermediate level hike with mud and uneven terrain. Immerse yourself in this local natural area. Interested participants should wear closed toed shoes, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited. Due to COVID-19, there will be staggered start times to accommodate more guests. No more than 8 guests per group.

January 23: Virtual Boating Safely Class: *Due to COVID restrictions, the U.S. Coast Guard Auxiliary is now conducting their classes online over a 2-day period. The River Center provides administrative support as well as promotion of the classes.* 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. Recommended for children 12 years and up.

January 30: Atala Butterfly Festival: Flutter on over to the River Center's first Atala Butterfly Festival and Family Day! Once thought to be extinct, this beautiful butterfly is local and thriving right in our own backyards. Join us for our exciting event which will include butterfly arts and crafts, native plant seed harvesting, native plant sale, and tours of the River Center migratory bird and butterfly garden. Must RSVP to attend this event.

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: December 10, 2020
Subject: District Safety Report for November 2020

Safety Metrics: November 2020

OSHA recordable injuries: **None**

Lost time injuries: **None**

Actual TRIR: **4.0** [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.

Great Job to All District Employees for assisting in the decline and maintaining our goal of the Total Recordable Incident Rate (TRIR). It is a proud moment that needs to be recognized and enjoyed by everyone. Lets continue to focus on the task at hand, performing our Job Hazard Analysis, being forthcoming about our experiences, and taking the time necessary to conduct each and every task in a safe manner.

Safety Corner: Holiday Safety throughout the Workplace

As the holidays approach, we are reminded by the Safety Officer to consider how non-work-related issues may affect us. Please understand your performance in the workplace can be impaired if you are focused on the next holiday, traveling, families, unknown stressors, and a plethora of other emotional thoughts.

The holidays: Thanksgiving, Christmas, and New Years are known for an increase in workplace injuries. Fatigue, rushing, and frustration are some of the leading causes for a decline of a businesses TRIR. Remember to engage your supervisors if you observe issues that you believe may lead to an injury. Stop – Think – Observe and Proceed with caution as task are performed. A very good tool is, and always will be the 4 Q's. Seen Below, they address the questions that are critical for performing your task.

Things to remember throughout the next several weeks; Coughs and Colds – when a stressor and fatigue start to wear on the body, sickness often follows. Take care of yourself, get plenty of rest and ensure you are eating right. Never over-load any electrical circuit, always check the wiring of Christmas lights. Use ladders safely - if your ladder will not reach, neither will you. Be aware of your surroundings and get plenty of rest before traveling long or even short distances. Be mindful of food safety, where you and your family are eating.

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

Hazard Analysis & Individual Accountability

The District Safety Officer works with supervisors and staff throughout the organization on a daily basis 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?

Training

Training for the Month of November focused on the Lock/Tagout Program within the Collections, Operations, and Maintenance Departments. Safety Officer, with assistance from relevant supervisors, went over the procedures and policies of the Lock/Tagout Program, addressing concerns and having a Q/A session.

Training for Annual Fire Extinguishers at the District was completed for 100% of staff.

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

Plant Lockout/Tagout (Operations, Maintenance, Collections and Safety)

Primary hazards: energized equipment, improper labeling, unguarded live electrical equipment.

Onsite training: 4-Q's, lockout/tagout program, facility integrity list, installation of lockout/tagout, double block and bleed, plant lines and valves (one-line drawings) maintaining an active facility integrity list.

Job Hazard Analysis: Hazards of Lockout/Tagout were discussed and a sign-in sheet provided.

Broken Manhole Cover (emergency) (Collections/Safety)

Primary hazards: Concerned Citizens, temporary redirection of traffic, lifting of manhole covers, back strains.

Onsite training: proper lifting techniques, temporary maintenance of traffic, PPE, 4-Q's,

Job Hazard Analysis: No

Confined Space - Wet Well (Collections, Construction and Safety)

Primary hazards: pre-check of atmosphere, 22' deep wet well, mechanical ventilation installed, inspection on davit arm and harness, dropped tools from leading edge, environmental hazards.

Safety Mitigation: 3-Point contact while descending ladder, inspection of fall protection, continuous monitoring of atmosphere, lockout/tagout.

Onsite training: 4-Q's, atmospheric testing, inspection of entry tools, permits and procedures, housekeeping of tools around leading edge, facility integrity list,

Job Hazard Analysis: toolbox talk, confined space permit, lockout/tagout

Safety Quote of the month: *Your accidents Affect others too.*

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



MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: December 8, 2020

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	\$17,769.40	\$22,443.15
Holtz	\$10,690.96	\$15,416.15
Baxter & Woodman	\$9,294.25	\$18,628.05

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.

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Gordon M. Boggie
Board Member

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Board Member

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Chairman

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Future Business



Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment - Country Club Drive
- Preliminary Assessment - Thelma Avenue
- Final Assessment - Island Country Estates
- Rolling Hills Engineering Contract

Other:

- Lift Station 82 Conversion Construction Contract (January)
- Greenhouse Gas Emissions Evaluation Engineering Study
- Master Lift Station Bypass Engineering Study
- 20 Acre Site Plan Engineering Contract
- Audit Report
- BLM House Demo & Renovation Engineering Contract
- Olympus Drive Force Main Replacement Construction Contract
- Sludge Dewatering-Odor Control Engineering Contract
- Injection Well Pump Station Emergency Generator Connection Engineering Award
- IQ 511 Pump Station Piping Improvements Construction Contract
- Lift Station 163 Emergency Generator Construction Contract
- Clarifier No. 1 - Effluent Box Repairs