



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

REVISED AGENDA REGULAR MEETING #11-2021

MAY 20, 2021 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC
ONLINE AT: [LOXAHATCHEERIVER.ORG/PUBLICMEETING](https://loxahatcheeriver.org/publicmeeting)

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes [Page 3](#)
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed [Page 9](#)
 - B. Loxahatchee River District Dashboard [Page 10](#)
5. Consent Agenda (see next page) [Page 11](#)
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. FDEP Grant Approval for Nano Bubble Ozone Technology (NBOT) Project [Page 64](#)
 - C. Green Water Solutions Contract Approval for NBOT Project [Page 105](#)
 - D. Committee Substitute for House Bill 1035 [Page 117](#)
 - E. Strategic Plan Implementation [Page 122](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 193](#)
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."

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Submitted by:
Date: May 10, 2021

Water Reclamation - Environmental Education - River Restoration

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. F550 Vehicle Purchase – to approve purchase [Page 12](#)
- B. Preliminary Assessment Thelma Avenue – to approve preliminary assessment [Page 14](#)
- C. Preliminary Assessment 197th Place North – to approve preliminary assessment [Page 21](#)
- D. Preliminary Assessment 18870 + 18890 SE Country Club Drive – to approve preliminary assessment [Page 28](#)
- E. Preliminary Assessment Gardiner Lane-18205 – to approve preliminary assessment [Page 35](#)
- F. Piggyback Contract for Cleaning, TV Inspections and MH Inspections for Lift Stations 18, 41, 50 and 54 – to award contract [Page 42](#)
- G. Environmental Education COVID-19 Policy – to approve policy [Page 55](#)
- H. Evoqua Odor Control Contract Pricing Extension - to approve pricing extension and award contract [Page 59](#)
- I. Change Orders [Page 61](#)
- J. Fixed Asset Disposal [Page 62](#)

7. REPORTS

- A. Neighborhood Sewering [Page 142](#)
- B. Legal Counsel's Report [Page 144](#)
- C. Engineer's Report [Page 145](#)
- D. Busch Wildlife Sanctuary [Page 153](#)
- E. Director's Report [Page 154](#)



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: Governing Board
FROM: Recording Secretary
DATE: May 20, 2021
RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of April 15, 2021. As such, the following motion is presented for your consideration.

"THAT THE GOVERNING BOARD approve the minutes of the April 15, 2021 Regular Meeting as submitted."

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
APRIL 15, 2021

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of April 15, 2021 to order at 7:02 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
Dr. Rostock
Mr. Snyder
Mr. Boggie

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

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman, Ms. Marshall from Baxter & Woodman (via Goto Webinar), Lisa Wynne from Busch Wildlife Sanctuary (via Goto Webinar).

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of March 18, 2021 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the March 18, 2021 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard reviewed the health of the Loxahatchee River tied to the amount of river flow.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of April 15, 2021 as presented.”

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

A. Microsoft Consulting Services - to approve qualified vendors

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a 5-year contract with Element IT, Innovative Cloud Solutions, and Share Squared pursuant to the Request for Qualifications for Microsoft Consulting Services and their submitted packages. The Board authorizes an annual not-to-exceed \$10,000 purchase order to each firm for general consulting services, and the Board directs staff to obtain Board approval before engaging these firms in any task order that will exceed \$50,000.”

B. Low Pressure Pumping Units - to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to issue a purchase order to Southeastern Pump for purchase of 27 low pressure pumping units based on their quote dated September 4, 2020 in the amount of in the amount of \$106,974.00.”

C. Odor Control (Evoqua) – to approve contract

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Evoqua Water Technologies, Inc. for the continued supply of odor and corrosion control chemicals and services, in accordance with a “piggy-back” of Lee County contract for the period from May 14, 2021 through September 30, 2021, in an amount Not-to-Exceed \$155,000.00”

And

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a Purchase Order to Evoqua Water Technologies, Inc. for monthly maintenance, for the period from May 14, 2021 through September 30, 2021, of the Sludge Storage Tank Odor Control

System in an amount Not-to-Exceed \$6,540.00.”

D. WastePro Contract – to approve annual renewal

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a contract extension with Waste Pro of Florida for Bid Item No’s. 2 through 8 as outlined in ITB No. 19-001 and in accordance with the contract specifications and the rates specified within their Bid dated February 6, 2019 including a 0.6% increase per the June 2020 Consumer Price Index.”

E. Fixed Asset Disposal – to Approve Disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset tag numbers 1512 and 2593 in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

F. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

B. Loxahatchee River Minimum Flow & Level

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

“THAT THE DISTRICT GOVERNING BOARD authorizes LRD Board Member Mr. Rockoff to collaborate with staff to draft and communicate a letter to the South Florida Water Management District Board regarding the proposed revision of Loxahatchee River MFL to remove the salinity-based component, and our strong desire to add a flow-based metric(s) that captures the violations and exceedances that would have been captured by the salinity-based component if removal of the salinity-based component is deemed necessary.”

C. Vacuum/Line Washing Truck

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to issue a purchase order “piggy-backed” on Sourcewell Contract # 122017 with Environmental Products Group for a Vactor Model 2100 in the amount of \$428,565.21.”

D. Town of Jupiter Nano Concentrate Interlocal Agreement

To communicate the Board’s intention through a representative LRD Board Member,

Dr. Arrington drafted the following motion:

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

“THAT THE DISTRICT GOVERNING BOARD appoints LRD Board Member Gordon Boggie to engage the representative Jupiter Town Council Member regarding the Board’s intent on the Interlocal Agreement between the Town of Jupiter and the Loxahatchee River District for the Establishment of Enhanced Intergovernmental Coordination with Respect to Regional Water Supply to the Public’s Benefit.”

Similarly, a draft motion to communicate stated intent with Town staff:

“THAT THE DISTRICT GOVERNING BOARD direct the Executive Director to communicate the Board’s intent to [terminate | revise | renegotiate | renew] the Interlocal Agreement between the Town of Jupiter and the Loxahatchee River District for the Establishment of Enhanced Intergovernmental Coordination with Respect to Regional Water Supply to the Public’s Benefit.”

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

Dr. Arrington discussed the Wage and Benefit Study prepared by Evergreen Solutions, LLC. The Board is in support of the Study and revisions to the Pay Plan effective April 3, 2021.

Dr. Arrington shared the news of the District’s Bill getting unanimous support from the house in the Third reading.

10. ADJOURNMENT

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

“That the regular meeting of April 15, 2021 adjourns at 8:21 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

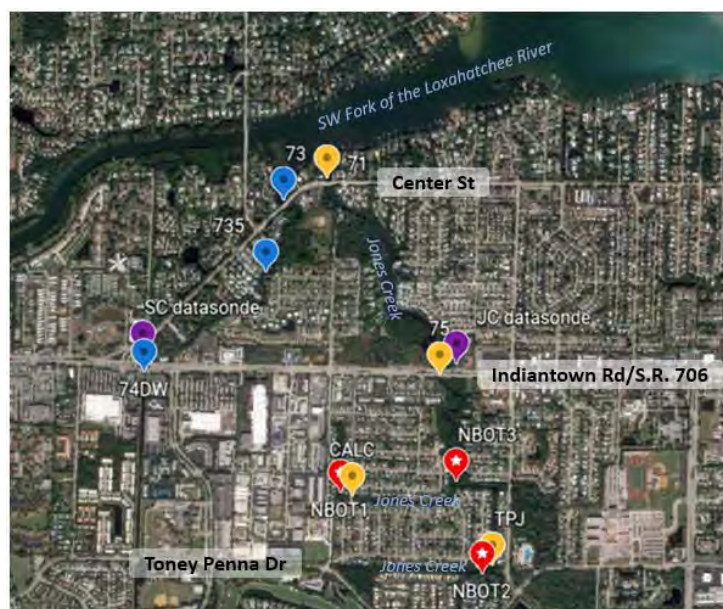
RECORDING SECRETARY



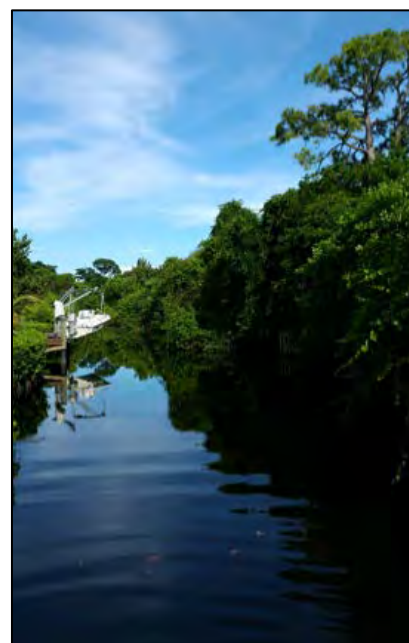
Loxahatchee River Watershed Status

Nano Bubble Ozone Treatment Project for Jones Creek

The District and our Partners were successful in winning a \$350,00 Florida Department of Environmental Protection Innovative Technologies Water Quality Improvement Grant to conduct a Nano Bubble Ozone Treatment Project to improve chronic poor water quality in Jones Creek. At our meeting we will present an overview of this exciting project to evaluate this innovative water quality treatment system in a brackish water, tidal system.



Map of Jones and Sims Creek monitoring sites, Jupiter, Florida. Loxahatchee River District (LRD) sample locations in Sims Creek in blue (74DW, 735 and 73) and Jones Creek in yellow (CALC, TPJ, 75 and 71). Red stars depict proposed NBOT deployment locations, purple points show continuous datasonde locations.



Pre-Treatment – Aug 14 @ 5pm



Post-Treatment 12/08/15 7:00am




Post-Treatment – Aug 19 10am



LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



		Stewardship	Pre-Treatment	Collection & Transmission		Wastewater Treatment			Reclaimed Water	EHS	General Business					River Health		
		# People educated at RC	Grease Interceptor Inspections	Customer Service	Unauthorized Discharge of Sewage	Mean Daily Incoming Flow	Permit exceedance	NANO Blend to Reuse (@ 511)	Delivery of Reclaimed Water	Employee Safety	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Units		% of Target	% requiring pump out	# blockages with damage in home	Gallons; # impacting surface waters	million gallons/day	# occurrences	Max Specific Conductance (umhos/cm)	# days demand not met	# of OSHA recordable injuries	\$	% of Budget	% of Budget	% within budget	average # days ahead (behind) schedule	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	≤ 15	Zero	<704; 0	< 7.7	Zero	<1542	<2	Zero	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥ (30)	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow		< 90%	≤ 25	1	≤1,500; 0	< 8.8	1	≤1875	≥ 2	-	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥ (60)	1	min ≥ 10 ‰	≤ 3 sites >200
Red		<75%	> 25	≥ 2	>1,500; ≥1	≥ 8.8	≥ 2	>1875	≥ 9	≥ 1	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	> (60)	≥ 2	min < 10 ‰	≥ 4 sites > 200
2018 Baseline		112%	8	0	1,606	6.8	0	1,216	1	0.4	\$ 33,683,858	99%	85%	95%		42	23.1	1 > 200
2019 Baseline		100%	9	1	8,022	6.8	0	1,229	1	0.3	\$ 35,137,006	100%	89%	95%		2	22.9	1 > 200
2020 Baseline		34%	8	0	3,292	7.2	0	1,183	1	0.3	\$ 35,350,661	100%	90%	91%	-15	7	14.6	2 > 200
2020	Apr	0%	13	0	121	6.9	0	1,331	0	1	\$ 35,108,854	103%	89%	88%		30	32.7	1 > 200
	May	0%	0	0	4,028	7.3	0	1,461	0	0	\$ 35,110,453	102%	89%	90%		31	11.2	2 > 200
	June	0%	not avail	0	17,027; 1	8.0	0	986	0	0	\$ 34,561,002	101%	88%	90%		1	2.0	0 > 200
	July	0%	not avail	0	510; 0	6.2	1	1,169	0	0	\$ 34,611,807	100%	90%	85%		0	17.3	2 > 200
	Aug	0%	2	0	1,465; 0	6.8	0	1,168	1	1	\$ 35,735,564	100%	88%	85%		0	13.0	4 > 200
	Sept	8%	4	0	50; 0	6.9	0	1,221	0	0	\$ 35,344,038	100%	86%	75%		0	14.0	5 > 200
	Oct	18%	11	0	4,610; 0	7.7	0	1,156	0	0	\$ 35,398,326	93%	94%	100%	(12)	0	4.1	2 > 200
	Nov	48%	27	0	603; 0	7.6	0	991	0	0	\$ 37,051,051	94%	87%	100%	(15)	0	2.5	2 > 200
	Dec	44%	14	0	152; 0	7.3	0	1,051	0	0	\$ 37,259,395	102%	92%	100%	(19)	0	18.3	5 > 200
2021	Jan	55%	27	1*	642; 0	7.4	0	1,134	0	0	\$ 37,037,535	100%	88%	100%	(19)	0	21.7	0 > 200
	Feb	66%	30	0	5,457; 3	7.4	0	1,483	0	0	\$ 39,492,533	99%	84%	83%	(20)	0	31.7	3 > 200
	Mar	94%	14	1	40; 0	7.3	0	1,467	0	0	\$ 39,571,784	98%	83%	75%	(25)	0	32.6	0 > 200
	Apr	136%	27	0	1,001; 1	7.3	1	1,392	0	0	\$ 39,702,370	97%	87%	76%	(19)	5	32.2	1 > 200
Consecutive Months at Green		2	0	1	0	143	0	127	14	8	140	5	1	0	7	0	4	2
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Bains	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric

Grease Interceptors
Unauthorized Discharge
Permit Exceedance
Capital Projects
Minimum Flow Compliance

Explanation

We conducted 92 grease interceptor inspections with 25 needing to be pumped out. Of these 25 needing pump out, 20% had not been receiving 'normal' inspections and 56% were a follow-up inspection that showed owner had not taken requested action. In general, these values show our procedures are improving.

We had 2 unauthorized discharges of sewage: a 1,000 gallon spill occurred when a directional bore contractor damaged a 6-inch diameter wastewater force main. A portion of the discharge impacted a storm drain and retention pond. See Engineering Report Operations Report for additional details. A 1 gallon spill in our treatment plant; see Operations Report for details.

Total daily flow of Town of Jupiter nano-concentrate was 3,013,000 gallons on 4/7/21, which exceeded our permit limit of 3,000,000 gallons/day. This exceedance appears to have been due to Town Of Jupiter Water Plant maintenance (changing out reverse osmosis scrubber media). Staff are continuing to explore this matter.

Six of 25 capital projects that we are tracking are not within budget; however, when assessing across all of our active capital projects we continue to remain within our overall capital budget amount (see Kris' report for more information).

During the month of April, the Northwest Fork of the Loxahatchee River experienced 5 days of MFL violation due to salinity exceedances; note flow over Lainhart Dam did not fall below 35 cfs for the month and flows averaged 43 cfs.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Governing Board
FROM: Administration Staff
DATE: May 20, 2021
SUBJECT: Consent Agenda

Stephen B. Rockoff
BOARD MEMBER

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.

Dr. Matt H. Rostock
BOARD MEMBER

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

James D. Snyder
BOARD MEMBER

- A. F550 Vehicle Purchase – to approve purchase
- B. Preliminary Assessment Thelma Avenue – to approve preliminary assessment
- C. Preliminary Assessment 197th Place North – to approve preliminary assessment
- D. Preliminary Assessment 18870 + 18890 SE Country Club Drive – to approve preliminary assessment
- E. Preliminary Assessment Gardiner Lane-18205 – to approve preliminary assessment
- F. Piggyback Contract for Cleaning, TV Inspections and MH Inspections for Lift Stations 18, 41, 50 and 54 - to award contract
- G. Environmental Education COVID-19 Policy – to approve policy
- H. Evoqua Odor Control Contract Pricing Extension - to approve pricing extension and award contract
- I. Change Orders
- J. Fixed Asset Disposal

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 May 20, 2021 as presented."

Signed,

D. Albrey Arrington, Ph.D.
Executive Director

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: D. Albrey Arrington, Ph.D., Executive Director
From: Kris Dean, P.E., Deputy Executive Director,
Director of Engineering
Date: May 8, 2021
Subject: Fleet Purchase: F550 Crane Truck Replacement

In the performance of their duties field staff utilize a fleet of service trucks. These trucks are integral to our ability to operate, inspect, maintain and repair our regional wastewater utility. Unit 23, currently assigned to Collections was originally purchased in 2016, has approximately 110,000 miles, 9,628 hours and has reached its useful life.

The District will “piggy-back” on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) contract with Palmetto Ford Truck Sales, Inc. for FSA20-VEH18.0 Heavy Trucks for a replacement F-550 crane truck as summarized below and detailed in the attached quote.

(1) 2022 Ford F-550 Super Cab 4x2 \$101,825

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties (FSA&AC) contract with Palmetto ford Truck Sales for FSA20-VEL18.0 in accordance with Palmetto Truck Sales proposal dated April 12, 2021 in the amount of \$101,825.00

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

Palmetto Ford Truck Sales, Inc.

7245 NW 36 Street Miami, Florida 33166
305-470-1334 / 305-470-1344 fax / 305-972-7133 cell
croders@palmettotruck.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA20-VEH18.0

Purchaser: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Address: 2500 JUPITER PARK DRIVE

City: JUPITER, FL 33458

Date: 04/12/2021

Phone: 561-401-4024

KRIS DEAN

kris.dean@lrecd.org

Base Model:	ITEM 35 - 2022 F550 SUPER CAB 4X2 (X5G)	Price:	\$37,299.00
Inc.	AM / FM / MP3 / SYNC RADIO, AIR CONDITIONING, TRAILER TOW MIRRORS		
Color:	WHITE / GREY VINYL INTERIOR		
Delivery Info:	ESTIMATED AT 195 DAYS FROM RECEIPT OF ORDER		
Option #	660A - XL TRIM PACKAGE	Price:	\$0.00
Option #	99N - 7.3L V8 GAS ENGINE	Price:	-\$5,000.00
Option #	44G - TORQSHIFT 10- SPEED AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	153 - FRONT LICENSE PLATE BRACKET	Price:	\$0.00
Option #	512 - SPARE TIRE, WHEEL, JACK AND TOOLS	Price:	\$345.00
Option #	18B - CAB STEPS	Price:	\$437.00
Option #	62R - TRANSMISSION POWER TAKE OFF PROVISION - INC WITH 99T DIESEL	Price:	\$275.00
Option #	68M - 19,500 GVWR PACKAGE INC. 4.88 LIMITED SLIP REAR AXLE	Price:	\$138.00
Option #	76C - FACTORY BACK UP ALARM	Price:	\$138.00
Option #	BUCD - ROSTRA BACK UP CAMERA WITH 7" DASH MOUNTED DISPLAY	Price:	\$699.00
Option #	CA84 - 84" CAB TO AXLE	Price:	\$175.00
Option #	CRANE-3 - STELLAR EC6000 6,000LB ELECTRIC / HYDRAULIC CRANE, BOOM	Price:	\$21,530.00
Option #	REST, PLANETARY GEAR WINCH, RADIO REMOTE CONTROL, 90' ROPE LINE,	Price:	\$0.00
Option #	400 DEGREE ROTATION WITH INTEGRATED ROTATION STOP, BOOM EXTENSION:	Price:	\$0.00
Option #	POWER 11' - 16', MANUAL TO 21'	Price:	\$0.00
Option #	CRANE-BOD7 - KNAPHEIDE KMT-1 6132DLR-44K 11' CRANE BODY, 44" SIDE PACKS	Price:	\$42,995.00
Option #	PACKS, 60" FRONT CURBSIDE COMPARTMENT, 4 WORK LIGHTS, 6 TIE DOWNS IN	Price:	\$0.00
Option #	CARGO AREA, STANDARD SHELVES, 21" WORK SURFACE REAR BUMPER WITH	Price:	\$0.00
Option #	THRU COMPARTMENT, T-LATCH HANDLES, VISE PLATE, MASTER LOCK SYSTEM,	Price:	\$0.00
Option #	SEVEN DRAWER UNIT IN FIRST VERTICLE COMPARTMENT, GAS BOTTLE	Price:	\$0.00
Option #	RETAINER WITH VENTED TOP AND BOTTOM, FULL HYDRAULIC OUTRIGGERS	Price:	\$0.00
Option #	CS - CAB SHIELD / HEADACHE RACK	Price:	\$728.00
Option #	FCS - LED FOUR CONRER STROBES - SPECIFY WHITE OR AMBER	Price:	\$690.00
Option #	INVERTER - THOR 3,000 WATT PUR SINE WAVE INVERTER MOUNTED IN UTILITY	Price:	\$2,116.00
Option #	BODY COMPARTMENT WHERE CRANE CONTROLS ARE LOCATED	Price:	\$0.00
Option #	PTO - POWER TAKE OFF - INC. CRANE BOD7 - KMT-1 CRANE BODY	Price:	\$0.00
Option #	SLINER - KNAPLINER SPRAY LINER IN CARGO AREA, COMPARTMENT TOPS, TOP	Price:	\$1,565.00
Option #	OF REAR BUMPER AND TAILGATE	Price:	\$0.00
Option #	TAG-NEW - NEW YELLOW TAG - SPECIFY CITY OR COUNTY	Price:	\$195.00
Option #	TINTS - DARKEST LEGAL TINTS, INC. FRONT STRIP	Price:	\$250.00
Note:	PALMETTO FORD PRICE ADJUSTMENT	Price:	-\$2,750.00
Total Price of Base Unit and all Selected Options:			\$101,825.00
Total Price for Multiple Units - Quantity:			1 \$101,825.00

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email May 13, 2021

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

Re: Resolution 2021-08 and Preliminary Assessment Roll for THELMA AVENUE

Dear Dr. Arrington:

Please attach to this letter is Resolution 2021-08, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for JUNE 17, 2021. Preparation is necessary of the Notice to be published and mailed out by Friday, JUNE 4, 2021.

A SUGGESTED MOTION for the Board at the MAY 20, 2021 meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution 2021-08 adopting the
THELMA AVENUE Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2021-08

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **THELMA AVENUE** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **THELMA AVENUE** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2019-12** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the District’s previous Resolution **2019-12** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2021-08
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **17th day of June, 2021** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2019-12 and 2021-08** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **June 17, 2021** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2021-08
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

Section 11. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **20th** day of **May, 2021.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

GORDON M. BOGGIE

STEPHEN ROCKOFF

DR. MATT H. ROSTOCK

JAMES D. SNYDER

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
THELMA AVENUE ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **THELMA AVENUE** Assessment Area shall be \$ **7,265.90** per parcel of property in the **THELMA AVENUE** Area.

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

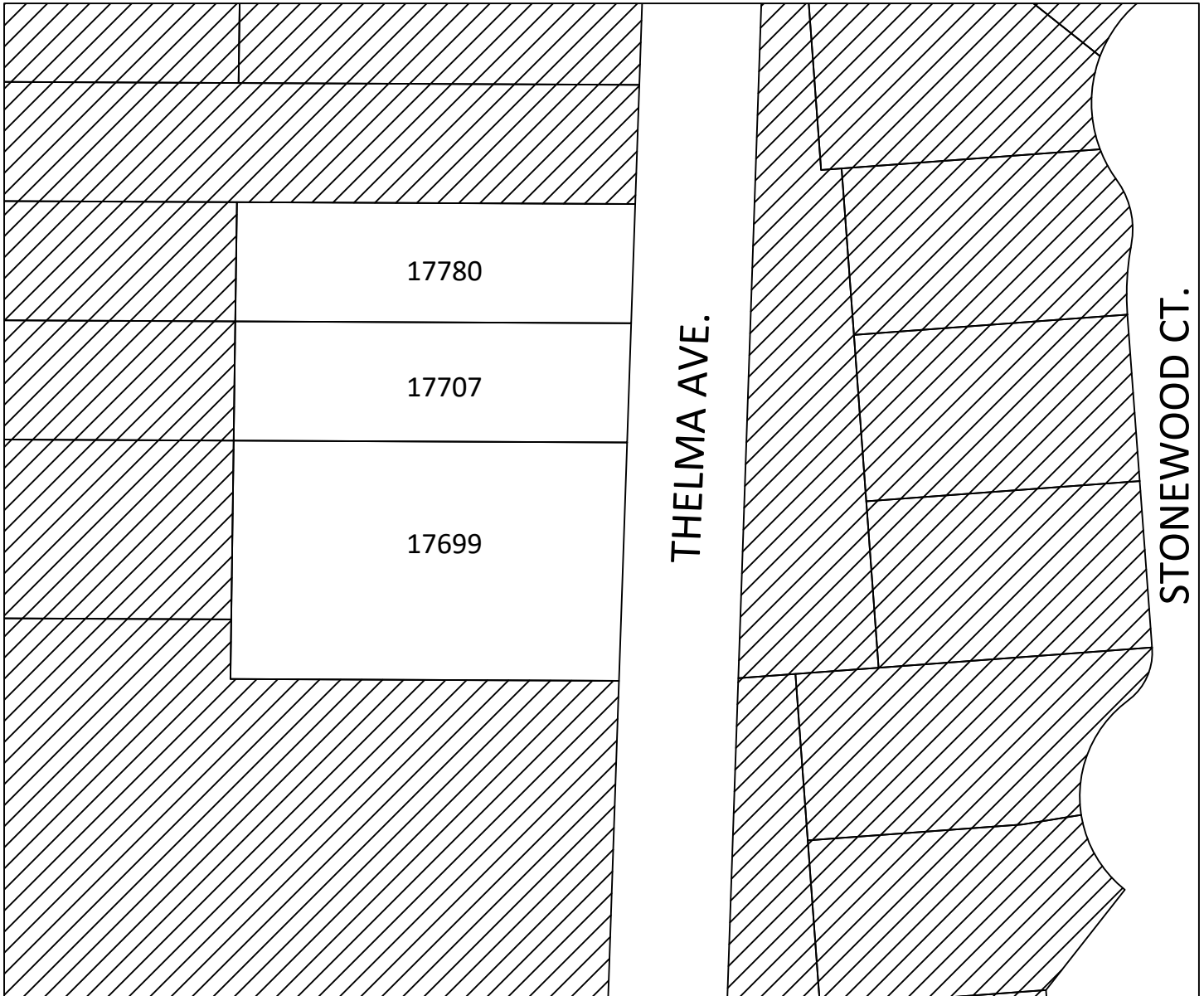
PAYMENT OF ASSESSMENT. As to Parcels of **THELMA AVENUE** Assessment Area Property in EXHIBIT "B", the \$ **6,539.31** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

Owners who do not pay the \$ 6,539.31 assessment on or before May 1, 2022 shall have the \$ 6,539.31 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at five and twenty-five hundredths percent (5.25%) per annum, to be collected in twenty (20) equal annual installments of \$ 535.91, commencing with the November 1, 2022 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"
THELMA AVENUE NEIGHBORHOOD
LOW PRESSURE SEWER SYSTEM
ASSESSMENT AREA



LEGEND



NOT IN ASSESSMENT AREA

PALM BEACH COUNTY

8/22/2019

Ms. Lindsay Montgomery
re: 17780 Thelma Ave
PO Box 9053
Jupiter FL 33468
30-42-41-03-06-000-0860

Mr. & Mrs. J A Hall
re: 17707 Thelma Ave
PO Box 1374
Jupiter FL 33468
30-42-41-03-06-000-0870

Thelma Holdings LLC
re: 17699 Thelma Ave
1665 Palm Bch Lakes Blvd, 1000
W Palm Beach FL 33401
30-42-41-03-06-000-0880

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email May 13, 2021

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

Re: Resolution 2021-09 and Preliminary Assessment Roll for 197TH PLACE NORTH

Dear Dr. Arrington:

Please attach to this letter is Resolution 2021-09, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for JUNE 17, 2021. Preparation is necessary of the Notice to be published and mailed out by Friday, JUNE 4, 2021.

A SUGGESTED MOTION for the Board at the MAY 20, 2021 meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution 2021-09 adopting the 197TH PLACE NORTH Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2021-09

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **197th PLACE NORTH** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **197th PLACE NORTH** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2015-03** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **197th PLACE NORTH** Assessment Area in **PALM BEACH** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **197th PLACE NORTH** Assessment Area.

WHEREAS, the District’s previous Resolution **2015-03** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2021-09
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **17th day of June, 2021** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2015-03 and 2021-09** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **June 17, 2021** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2021-09
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

Section 11. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **20th** day of **May, 2021.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

GORDON M. BOGGIE

STEPHEN ROCKOFF

DR. MATT H. ROSTOCK

JAMES D. SNYDER

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
197th PLACE NORTH ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **197th PLACE NORTH** Assessment Area shall be **\$ 8,108.28** per parcel of property in the **197th PLACE NORTH** Area.

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

PAYMENT OF ASSESSMENT. As to Parcels of **197th PLACE NORTH** Assessment Area Property in EXHIBIT "B", the **\$ 7,297.45** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

Owners who do not pay the \$ 7,297.45 assessment on or before May 1, 2022 shall have the \$ 7,297.45 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at five and twenty-five hundredths percent (5.25%) per annum, to be collected in twenty (20) equal annual installments of \$ 598.04, commencing with the November 1, 2022 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

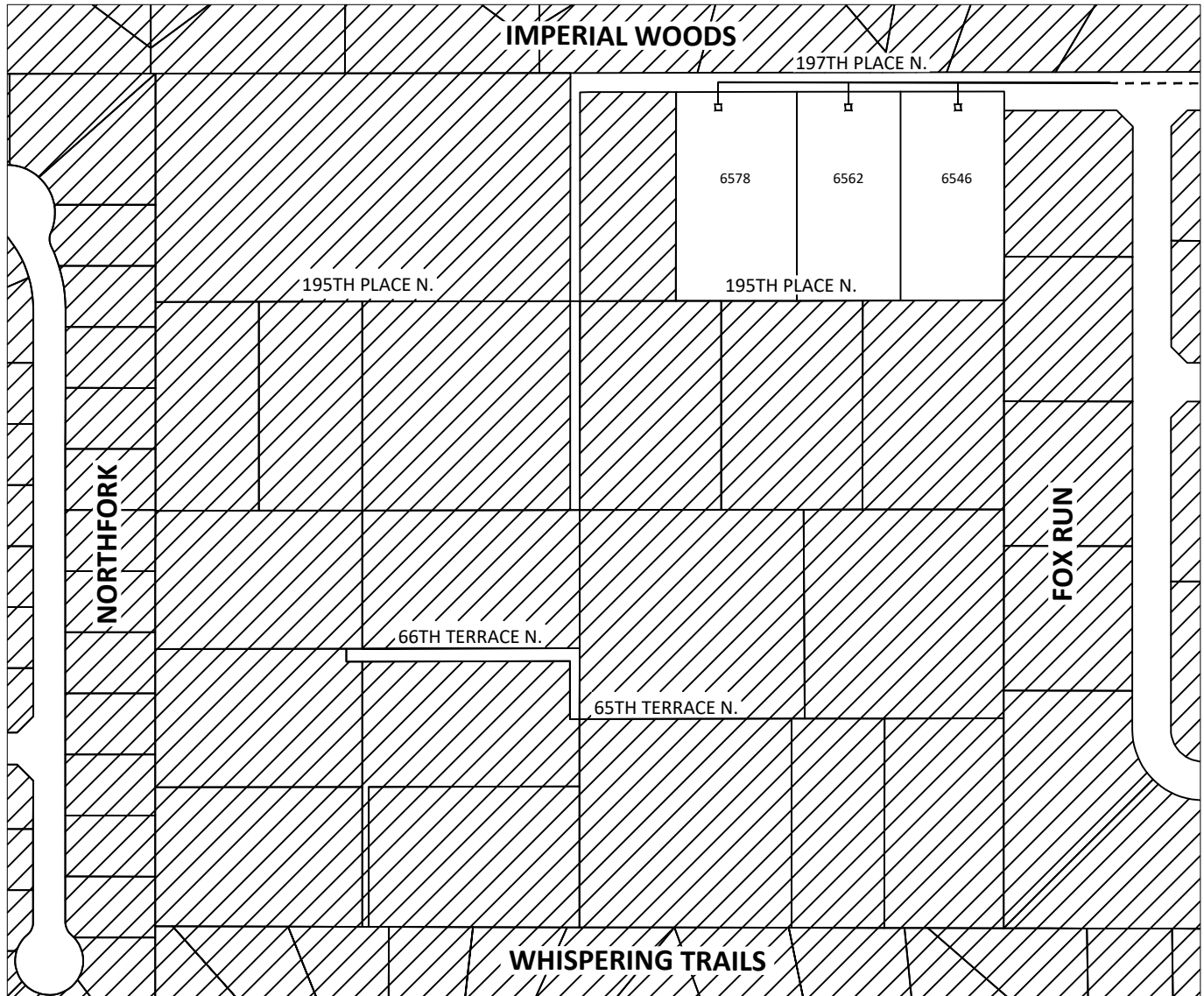
By: _____
D. Albrey Arrington, District Clerk, Executive Director

EXHIBIT "B-1"

197TH PLACE N.

NEIGHBORHOOD SEWER SYSTEM

ASSESSMENT AREA



LEGEND

- EXISTING 2" LOW PRESSURE MAIN
- PROPOSED 2" LOW PRESSURE MAIN
- NEW LOW PRESSURE SERVICE BOX
- ▨ NOT IN ASSESSMENT AREA

UNINCORPORATED
JUPITER, FLORIDA

Mr. & Mrs. Mathew Pfohl
6578 197th PI N
Jupiter FL 33458
re: 6578 197th PI N
00-42-40-27-00-000-3100

Mr. & Mrs. Andrew Parkey
6546 197th PI N
Jupiter FL 33458
re: 6546 197th PI N
00-42-40-27-21-001-0000

Ms. Lysia Stonemetz
6562 197th PI N
Jupiter FL 33458
re: 6562 197th PI N
00-42-40-27-21-002-0000

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email May 13, 2021

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

**Re: Resolution 2021-10 and Preliminary Assessment Roll for 18870+18890
SE COUNTRY CLUB DRIVE**

Dear Dr. Arrington:

Please attach to this letter is Resolution 2021-10, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for JUNE 17, 2021. Preparation is necessary of the Notice to be published and mailed out by Friday, JUNE 4, 2021.

A SUGGESTED MOTION for the Board at the MAY 20, 2021 meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution 2021-10 adopting the
18870+18890 SE COUNTRY CLUB DRIVE Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2021-10

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **18870+18890 SE COUNTRY CLUB DRIVE** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **18870+18890 SE COUNTRY CLUB DRIVE** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-32** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **18870+18890 SE COUNTRY CLUB DRIVE** Assessment Area in **MARTIN** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **18870+18890 SE COUNTRY CLUB DRIVE** Assessment Area.

WHEREAS, the District’s previous Resolution **2018-32** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2021-10
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **17th day of June, 2021** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2018-32 and 2021-10** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **June 17, 2021** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2021-10
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

Section 11. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **20th** day of **May 2021**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

GORDON M. BOGGIE

STEPHEN ROCKOFF

DR. MATT H. ROSTOCK

JAMES D. SNYDER

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
18870+18890 SE COUNTRY CLUB DRIVE ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **18870+18890 SE COUNTRY CLUB DRIVE** Assessment Area shall be \$ **7542.38** per parcel of property in the **18870+18890 SE COUNTRY CLUB DRIVE** Area.

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

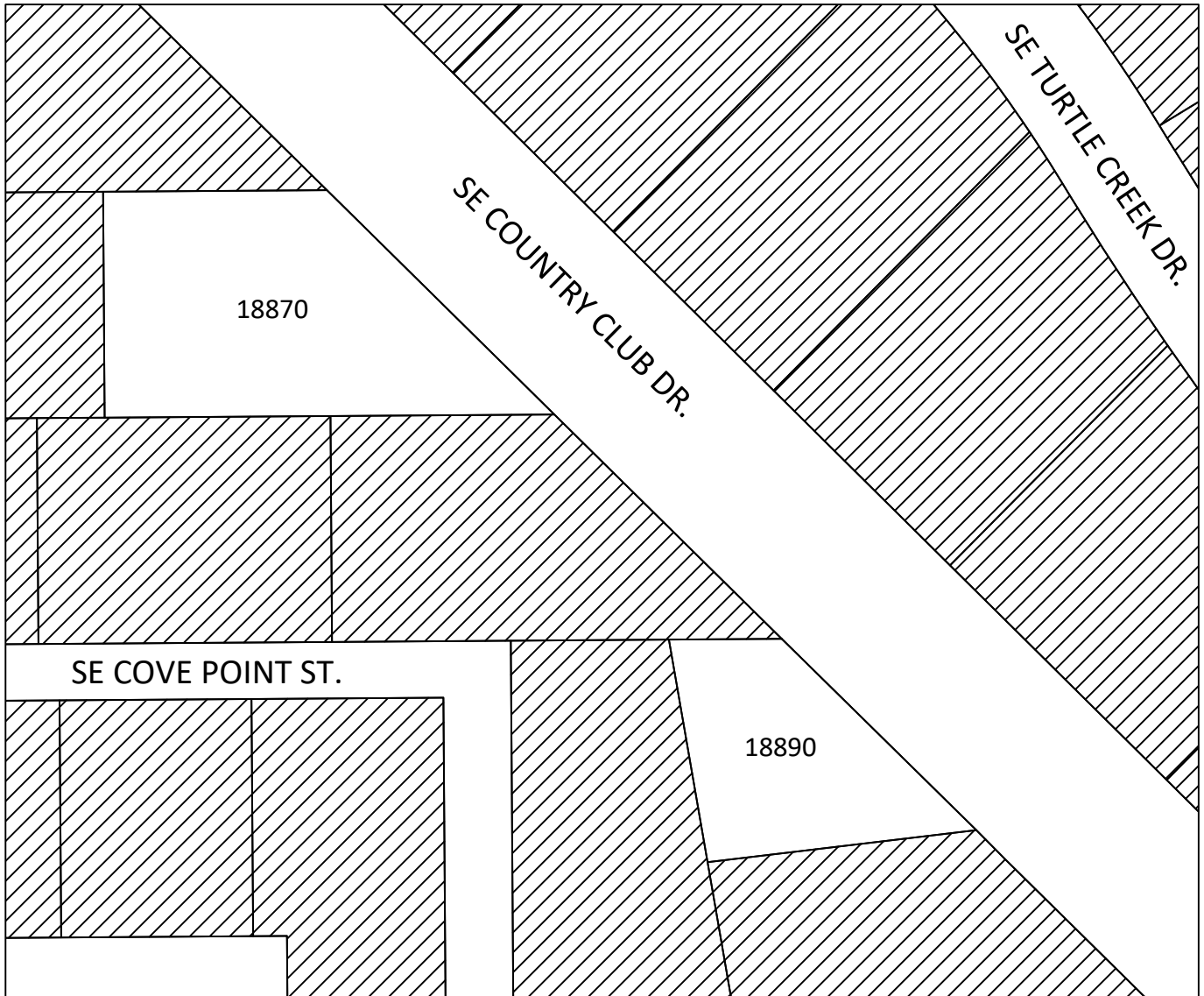
PAYMENT OF ASSESSMENT. As to Parcels of **18870+18890 SE COUNTRY CLUB DRIVE** Assessment Area Property in EXHIBIT "B", the \$ **6788.14** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

Owners who do not pay the \$ 6788.14 assessment on or before May 1, 2022 shall have the \$ 6788.14 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at five and twenty-five hundredths percent (5.25%) per annum, to be collected in twenty (20) equal annual installments of \$ 556.30, commencing with the November 1, 2022 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"
18870 & 18890 SE COUNTRY CLUB DRIVE
LOW PRESSURE SEWER SYSTEM
ASSESSMENT AREA



LEGEND

 NOT IN ASSESSMENT AREA

TEQUESTA, FLORIDA

12-03-2018

SE CCD

Mr. & Mrs. Michael Baldwin
re: 18870 SE Country Club Dr
18870 SE Country Club Dr
Tequesta FL 33469
22-40-42-000-014-00072-6

Mr. & Mrs. Ronnie Altilio
re: 18890 SE Country Club Dr
18890 SE Country Club Dr
Tequesta FL 33469
22-40-42-007-000-00010-3

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email May 13, 2021

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

Re: Resolution 2021-11 and Preliminary Assessment Roll for GARDINER LANE-18205

Dear Dr. Arrington:

Please attach to this letter is Resolution 2021-11, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for JUNE 17, 2021. Preparation is necessary of the Notice to be published and mailed out by Friday, JUNE 4, 2021.

A SUGGESTED MOTION for the Board at the MAY 20, 2021 meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution 2021-11 adopting the
GARDINER LANE-18205 Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2021-11

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **GARDINER LANE-18205** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **GARDINER LANE-18205** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2019-11** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **GARDINER LANE-18205** Assessment Area in **PALM BEACH** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **GARDINER LANE-18205** Assessment Area.

WHEREAS, the District’s previous Resolution **2019-11** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2021-11
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **17th day of June, 2021** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2019-11 and 2021-11** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **June 17, 2021** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2021-11
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

Section 11. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **20th** day of **May 2021**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

GORDON M. BOGGIE

STEPHEN ROCKOFF

DR. MATT H. ROSTOCK

JAMES D. SNYDER

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
GARDINER LANE-18205 ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **GARDINER LANE-18205** Assessment Area shall be \$ **6,547.00** per parcel of property in the **GARDINER LANE-18205** Area.

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

PAYMENT OF ASSESSMENT. As to Parcels of **GARDINER LANE-18205** Assessment Area Property in EXHIBIT "B", the \$ **5,892.30** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

Owners who do not pay the \$ 5,892.30 assessment on or before May 1, 2022 shall have the \$ 5,892.30 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at five and twenty-five hundredths percent (5.25%) per annum, to be collected in twenty (20) equal annual installments of \$ 482.89, commencing with the November 1, 2022 Real Estate Tax Bill.

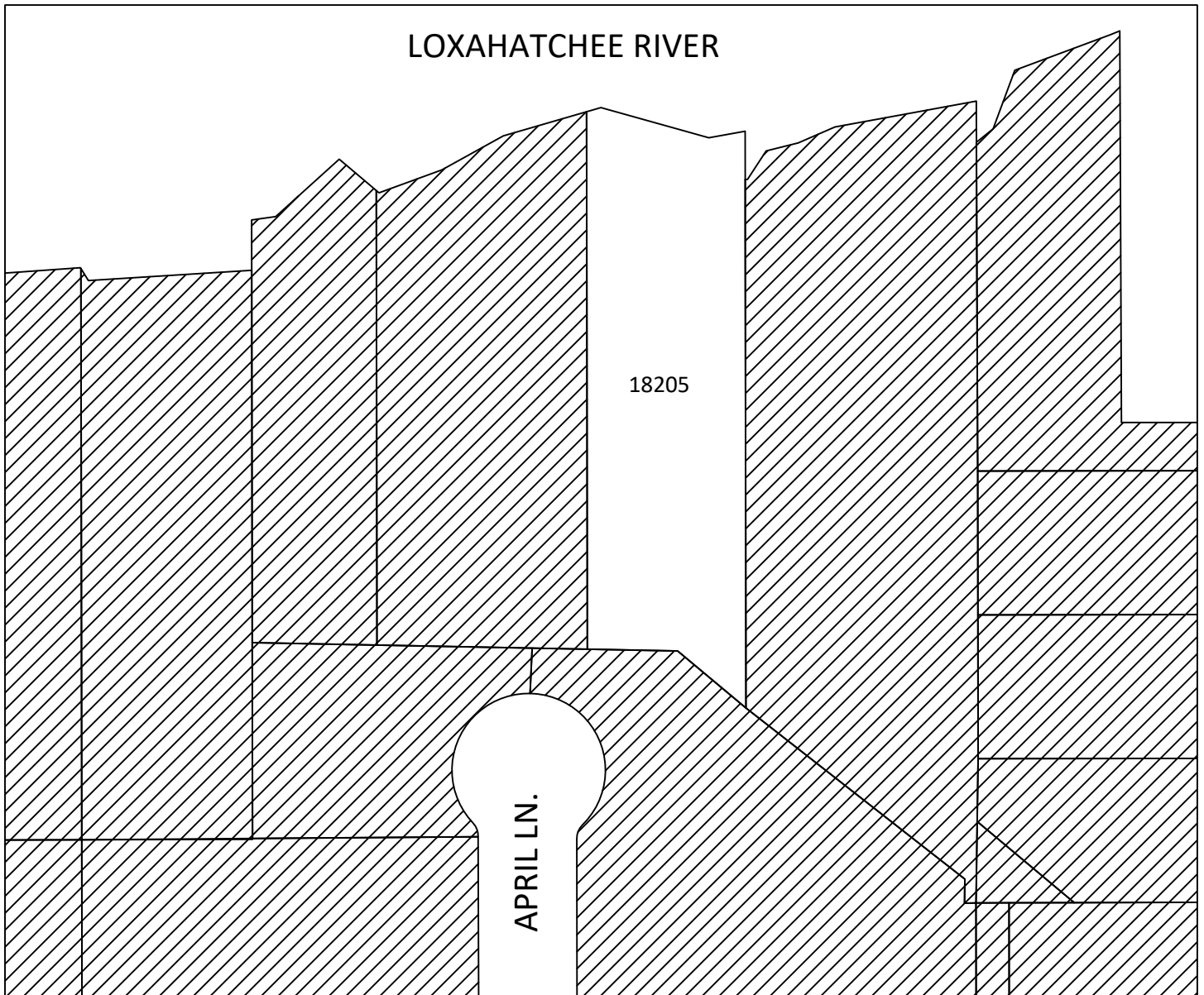
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"
18205 GARDINER LANE
LOW PRESSURE SEWER SYSTEM
ASSESSMENT AREA



N.T.S.



LEGEND



NOT IN ASSESSMENT AREA

PALM BEACH COUNTY

8/22/2019

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



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: D. Albrey Arrington, Ph.D., Executive Director
From: Kris Dean, P.E., Deputy Executive Director, Director of Engineering
Date: May 8, 2021
Subject: Authorize Piggy-Back Contract for Cleaning, TV Inspections and MH Inspections

As part of the District's rehabilitation and replacement program we have implemented a lining program which installs a structural pipe liner within an existing gravity main or service lateral. This contract provides pre-lining cleaning and TV inspection, as well as manhole inspections, to allow us to determine repair work needed ahead of the lining contracts as well as provide existing condition reports so we can accurately define the full scope of the lining projects.

We recommend that the District "piggy-back" on a contract awarded by the Tohopekaliga Water Authority (TOHO Water Authority) to Atlantic Pipe Services, LLC (ITB No. 20-133) to perform this work in accordance with their proposals dated April 7, 2021 (attached) and as summarized below.

Lift Station 018 Collection System	\$49,386.40
Lift Station 041 Collection System	\$24,966.00
Lift Station 050 Collection System	\$84,288.50
<u>Lift Station 054 Collection System</u>	<u>\$30,323.34</u>
Total	\$188,964.24

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the "piggyback" of the TOHO Water Authority contract 20-133 with Atlantic Pipe Services, LLC in accordance with their proposals dated April 7, 2021 in the amount of \$188,964.24"

and

"THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$19,000.00."

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

PROPOSAL 0421-0406A

Proposal Submitted To: Loxahatchee River District	Phone: (561) 723-8263	Date: 04/07/21
Street: 2500 Jupiter Park Drive	Job Name: LS 018 Clean and TV: PB from 21-133	
City, State, Zip Jupiter, FL 33458	Job Location: Jupiter, FL	
Attn: Kris Dean	E-Mail: Kris.Dean@lrecd.org	

Quantity	Description	UOM	Rate	Total
1	Mobilization	LS	\$800.00	\$800.00
1	General Requirements	LS	\$800.00	\$800.00
90	Set Plug 8" - 18" Sanitary	EA	\$250.00	\$22,500.00
5678	Light Cleaning Sanitary Sewer Mains	LF	\$0.35	\$1,987.30
9464	Medium Cleaning Sanitary Sewer Mains	LF	\$1.20	\$11,356.80
15142	CCTV Inspection Sanitary Sewer Mains	LF	\$0.65	\$9,842.30
60	Level 1 Manhole Inspections	EA	\$35.00	\$2,100.00
60	Level 2 Manhole Inspections	EA	\$150.00	\$9,000.00
-	Heavy Cleaning Sanitary Sewer Mains (if necessary)	LF	\$1.50	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$49,386.40

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

1420 Martin Luther King Jr. Blvd
Sanford, Florida 32773
P: (407) 792-1360
info@atlanticpipe.us

We propose to hereby furnish the following:

APS proposal includes all labor, material and workmanship to perform sanitary sewer cleaning and inspections at the above referenced project.

Quantities within the proposal are for estimating purposes only. Billing will be based on actual quantities performed in field and actual conditions in field.

Others to provide permitting.

Customer Responsibilities

- ☒ Local facility or dump-site for disposal of debris / waste material removed from project location
- ☒ Local metered water supply (Access on Site)
- ☐ Access to secure site for storage of equipment and materials
- ☒ Exposure of all structures and access to all work areas without delay
- ☒ Stabilized Access to work areas - Two Wheel Drive Accessible only
- ☒ Traffic Control - If Applicable

Qualifications

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

APS Representative	Brandon Duncan - Business Development Manager		
Signature	Brandon Duncan	<small>Digitally signed by Brandon Duncan Date: 2021.04.07 08:15:12 -04'00'</small>	Date 4/7/21

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

Client Representative:			
Signature		Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

PROPOSAL 0421-0406B

Proposal Submitted To: Loxahatchee River District	Phone: (561) 723-8263	Date: 04/07/21
Street: 2500 Jupiter Park Drive	Job Name: LS 41 Clean and TV: PB from 21-133	
City, State, Zip Jupiter, FL 33458	Job Location: 9601 SE Little Club Way N, Jupiter FL 33469	
Attn: Kris Dean	E-Mail: Kris.Dean@lrecd.org	

Quantity	Description	UOM	Rate	Total
1	Mobilization	LS	\$800.00	\$800.00
1	General Requirements	LS	\$800.00	\$800.00
46	Set Plug 8" - 18"	EA	\$250.00	\$11,500.00
2641	Light Cleaning Sanitary Sewer Mains	LF	\$0.35	\$924.35
4400	Medium Cleaning Sanitary Sewer Mains	LF	\$1.20	\$5,280.00
7041	CCTV Inspection Sanitary Sewer Mains	LF	\$0.65	\$4,576.65
31	Level 1 Manhole Inspections	EA	\$35.00	\$1,085.00
31	Level 2 Manhole Inspections	EA	\$150.00	\$4,650.00
-	Heavy Cleaning Sanitary Sewer Mains (if necessary)	LF	\$1.50	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$29,616.00

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

1420 Martin Luther King Jr. Blvd
Sanford, Florida 32773
P: (407) 792-1360
info@atlanticpipe.us

We propose to hereby furnish the following:

APS proposal includes all labor, material and workmanship to perform sanitary sewer cleaning and inspections at the above referenced project.

Quantities within the proposal are for estimating purposes only. Billing will be based on actual quantities performed in field and actual conditions in field.

Others to provide permitting.

Customer Responsibilities

- ☐ Local facility or dump-site for disposal of debris / waste material removed from project location
- ☐ Local metered water supply (Access on Site)
- ☐ Access to secure site for storage of equipment and materials
- ☒ Exposure of all structures and access to all work areas without delay
- ☒ Stabilized Access to work areas - Two Wheel Drive Accessible only
- ☐ Traffic Control - If Applicable

Qualifications

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

APS Representative	Brandon Duncan - Business Development Manager		
Signature	Brandon Duncan	<small>Digitally signed by Brandon Duncan Date: 2021.04.07 08:16:59 -04'00'</small>	Date 4/7/21

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

Client Representative:			
Signature		Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

PROPOSAL 0421-0406C

Proposal Submitted To: Loxahatchee River District	Phone: (561) 723-8263	Date: 04/07/21
Street: 2500 Jupiter Park Drive	Job Name: LS 050 Clean and TV: PB from 21-133	
City, State, Zip Jupiter, FL 33458	Job Location: Jupiter, FL	
Attn: Kris Dean	E-Mail: Kris.Dean@lrecd.org	

Quantity	Description	UOM	Rate	Total
1	Mobilization	LS	\$800.00	\$800.00
1	General Requirements	LS	\$800.00	\$800.00
159	Set Plug 8" - 18"	EA	\$250.00	\$39,750.00
9610	Light Cleaning Sanitary Sewer Mains	LF	\$0.35	\$3,363.50
16010	Medium Cleaning Sanitary Sewer Mains	LF	\$1.20	\$19,212.00
25620	CCTV Inspection Sanitary Sewer Mains	LF	\$0.65	\$16,653.00
106	Level 1 Manhole Inspections	EA	\$35.00	\$3,710.00
106	Level 2 Manhole Inspections	EA	\$150.00	\$15,900.00
-	Heavy Cleaning Sanitary Sewer Mains (if necessary)	LF	\$1.50	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$84,288.50

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

1420 Martin Luther King Jr. Blvd
Sanford, Florida 32773
P: (407) 792-1360
info@atlanticpipe.us

We propose to hereby furnish the following:

APS proposal includes all labor, material and workmanship to perform sanitary sewer cleaning and inspections at the above referenced project.

Quantities within the proposal are for estimating purposes only. Billing will be based on actual quantities performed in field and actual conditions in field.

Others to provide permitting.

Customer Responsibilities

- ☒ Local facility or dump-site for disposal of debris / waste material removed from project location
- ☒ Local metered water supply (Access on Site)
- ☐ Access to secure site for storage of equipment and materials
- ☒ Exposure of all structures and access to all work areas without delay
- ☒ Stabilized Access to work areas - Two Wheel Drive Accessible only
- ☒ Traffic Control - If Applicable

Qualifications

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

APS Representative	Brandon Duncan - Business Development Manager		
Signature	Brandon Duncan	<small>Digitally signed by Brandon Duncan Date: 2021.04.07 08:16:08 -04'00'</small>	Date 4/7/21

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

Client Representative:			
Signature		Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

1420 Martin Luther King Jr.
Blvd Sanford, Florida 32771
P: (407) 792-1360
info@atlanticpipe.us

PROPOSAL 0421-0406D

Proposal Submitted To: Loxahatchee River District	Phone: (561) 723-8263	Date: 04/07/21
Street: 2500 Jupiter Park Drive	Job Name: LS 054 Clean and TV: PB from 21-133	
City, State, Zip Jupiter, FL 33458	Job Location: Jupiter, FL	
Attn: Kris Dean	E-Mail: Kris.Dean@lrecd.org	

Quantity	Description	UOM	Rate	Total
1	Mobilization	LS	\$800.00	\$800.00
1	General Requirements	LS	\$800.00	\$800.00
65	Set Plug 8" - 18"	EA	\$250.00	\$16,250.00
2713	Light Cleaning Sanitary Sewer Mains	LF	\$0.35	\$949.55
4521	Medium Cleaning Sanitary Sewer Mains	LF	\$1.20	\$5,425.20
7234	CCTV Inspection Sanitary Sewer Mains	LF	\$0.64	\$4,593.59
43	Level 1 Manhole Inspections	EA	\$35.00	\$1,505.00
43	Level 2 Manhole Inspections	EA	\$150.00	\$6,450.00
-	Medium Cleaning Sanitary Sewer Mains (if necessary)	LF	\$1.50	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL				\$30,323.34

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

We propose to hereby furnish the following:

APS proposal includes all labor, material and workmanship to perform sanitary sewer cleaning and inspections at the above referenced project.

Quantities within the proposal are for estimating purposes only. Billing will be based on actual quantities performed in field and actual conditions in field.

Others to provide permitting.

Customer Responsibilities

- ☒ Local facility or dump-site for disposal of debris / waste material removed from project location
- ☒ Local metered water supply (Access on Site)
- ☐ Access to secure site for storage of equipment and materials
- ☒ Exposure of all structures and access to all work areas without delay
- ☒ Stabilized Access to work areas - Two Wheel Drive Accessible only
- ☒ Traffic Control - If Applicable

Qualifications

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

APS Representative	Brandon Duncan - Business Development Manager		
Signature	Brandon Duncan	<small>Digitally signed by Brandon Duncan Date: 2021.04.07 08:17:59 -04'00'</small>	Date 4/7/21

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

Client Representative:			
Signature		Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 14, 2021
SUBJECT: ENVIRONMENTAL EDUCATION COVID-19
POLICY

Staff have been working to improve governance of the District. In addition to reviewing and updating existing policies, staff are working to identify and draft 'missing' policies. As we look forward to opening our environmental education programs, especially summer camp, it has become apparent that we need a clear policy addressing our expectations of COVID-19 precautions to be observed by LRD personnel as well as guests participating in our environmental education programming or visitors attending our environmental education facilities. Also, because the River Center is owned by Palm Beach County, we need to be compliant with their May 5, 2021 memo "Use of Facial Coverings and Social Distancing on County Property" (attached).

Staff had drafted the Environmental Education COVID-19 Policy to clearly communicate requirements to staff, guests and visitors looking to visit the River Center and/or participate in our environmental education programming. Mr. Shenkman had reviewed the policy and found it legally sufficient.

After staff had drafted the attached policy, CDC issued new guidance for fully vaccinated people, which can be found [here](#) and [here](#), and is summarized in the following infographic.

Based on the most recent CDC recommendations, I trust the draft policy will need additional revisions. Nonetheless, I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve the Environmental Education COVID-19 Policy as revised and direct the Executive Director to implement this policy with an effective date of May 21, 2021."

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700



























FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

Choosing Safer Activities

Accessible link: <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/participate-in-activities.html>

		Unvaccinated People	Examples of Activities	Fully Vaccinated People
			Outdoor	
Safest			Walk, run, wheelchair roll, or bike outdoors with members of your household	
			Attend a small, outdoor gathering with fully vaccinated family and friends	
			Attend a small, outdoor gathering with fully vaccinated and unvaccinated people	
Less Safe			Dine at an outdoor restaurant with friends from multiple households	
Least Safe			Attend a crowded, outdoor event, like a live performance, parade, or sports event	
			Indoor	
Less Safe			Visit a barber or hair salon	
			Go to an uncrowded, indoor shopping center or museum	
			Attend a small, indoor gathering of fully vaccinated and unvaccinated people from multiple households	
Least Safe			Go to an indoor movie theater	
			Attend a full-capacity worship service	
			Sing in an indoor chorus	
			Eat at an indoor restaurant or bar	
			Participate in an indoor, high intensity exercise class	

Get a COVID-19 vaccine



Prevention measures not needed




Take prevention measures

Wear a mask, stay 6 feet apart, and wash your hands.

- Safety levels assume the recommended prevention measures are followed, both by the individual and the venue (if applicable).
- CDC cannot provide the specific risk level for every activity in every community. It is important to consider your own personal situation and the risk to you, your family, and your community before venturing out.



cdc.gov/coronavirus

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-15
		Effective Date	05/21/2021
		Revision History:	
Author: Jocelyn O'Neill & D. Albrey Arrington		Revision No.	0
		Expiration Date:	12/31/2021
		Page:	Page 1 of 2
Issuing Department: Executive			

ENVIRONMENTAL EDUCATION COVID-19 POLICY

Purpose

The health and safety of guests, visitors, and Loxahatchee River Environmental Control District (LRD) personnel is a top priority; therefore, the LRD is implementing the following policies as science-based precautions to safeguard the health and wellbeing of our guests, visitors, and personnel. This policy is based upon best practices and guidelines published by the Centers for Disease Control (CDC) and the American Camp Association (ACA).

Policy

It is the policy of the LRD to establish and implement these protocols and restrictions to protect guests, visitors, and personnel that visit or participate in programs in, at, or with the River Center.

The LRD will:

- A. Increase sanitation, cleaning, and disinfecting protocols in alignment with CDC and ACA guidelines and best practices. Supplies and equipment will be limited to one group of campers, family group, or individual at a time and will be cleaned/disinfected between uses by different groups.
- B. Require daily health screening of guests, visitors, and LRD personnel, including a questionnaire about exposure to COVID-19, manifestation of COVID-19 symptoms, and a hands-free temperature check.
- C. Any person (guest, visitor, or LRD personnel) exhibiting COVID-19 related symptoms will not be allowed to attend camp, participate in programs, or otherwise use indoor LRD environmental education facilities. Any guest, visitor, or LRD personnel that expresses COVID-19 related symptoms at any time, will be required to leave the premises immediately.
- D. Face coverings are required for all guests, visitors, and LRD personnel while indoors (including inside an automobile).
- E. Face coverings are required for all guests, visitors, and LRD personnel while outdoors when social distancing cannot be maintained. Face coverings are not required for any guests, visitors, and LRD personnel while outdoors when social distancing is maintained.
- F. LRD Staff will design and prioritize outdoor activities to achieve social distancing as much as practical.

The LRD reserves the right to cancel camps, field trips, and other programs or activities due to heightened COVID-19 concerns. The LRD reserves the right to close the River Center facility to regular patrons, groups, or camps at any time due to heightened COVID-19 concerns.

Authority: LRECD Enabling Act

Date Approved by Governing Board: TBD

Definitions

- A. Authorized Enforcement Personnel: primary/preferred: Environmental Education Manager (e.g., Jocelyn O'Neill); alternate: most senior Environmental Education Staff Member onsite (at a minimum must be regular, full-time LRD staff member).
- B. COVID-19: is an abbreviation for coronavirus disease 2019, a respiratory illness that can spread person to person and may result in serious illness or death.
- C. Face Covering: clean and dry medical mask, cloth mask with 2 or more layers, or buff that covers both the nose and mouth.
- D. Guest: a person participating in a program or using a facility or service provided by LRD, e.g., a patron.
- E. LRD Personnel: refers to anyone acting in an official capacity as a LRD employee or volunteer, including LRD staff, interns, volunteers and board members.
- F. Social Distancing: according to the CDC, a minimum of 6 feet of space between individuals.
- G. Visitor: a person on LRD property or leased facilities; not including employees.

Relevant Procedures

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

- A. River Center COVID-19 Guidelines: Safety and Cleaning Protocols for the facility and camp.

Relevant Policies

The following policies may relate to this policy:

- A. Environmental Education Policy
- B. Personnel Policies & Procedures

Applicability

Applies to all guests, interns, LRD personnel, patrons, program participants, visitors, and volunteers.

Consequences

- Enforcement of these policies may only be handled by authorized enforcement personnel, and any enforcement actions must be communicated to the Executive Director in a timely manner.
- Anyone not willing to abide by these policies, e.g., wear a face covering, first will be asked to comply with these policies.
- Anyone refusing to comply with these policies, will be asked by authorized enforcement personnel to leave the premises (LRD property or leased facilities).
- If necessary, law enforcement may be called by authorized enforcement personnel to issue a trespass warning and remove any individuals not in compliance with this policy.

Expiration

This policy will expire on December 31, 2021.

Policy Questions

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



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: MAY 14, 2021
SUBJECT: EVOQUA ODOR CONTROL CONTRACT PRICING
EXTENSION

In May 2018 the District entered into a contract with Evoqua Water Technologies which was a piggyback on a Lee County contract. Evoqua provides the District with chemicals and equipment that assists with odor and corrosion control.

The initial term of the Lee County piggyback contract was for three years and had a contract period of May 14, 2018 through May 13, 2021. Lee County is a significantly larger user of the types of chemicals and equipment that Evoqua provides, thus pricing has been more advantageous to piggyback than to bid this ourselves. However, the District is subject to the timing of receipt of the issuance of the first of three possible one-year contract extensions between Lee County and Evoqua.

Lee County is currently working through their purchasing process but they were not able to complete and finalize the contract approval and renewal process prior to the May 13, 2021 date.

The attached letter from Evoqua will extend the current pricing for a period of 90-days through August 13, 2021 or until such time that the contract renewal process with Lee County is fully executed. At that time, the District will execute a new purchase order with Evoqua for the remaining product and services to be provided through Fiscal Year 2021 (i.e. September 30, 2021).

The following motion is suggested for approval:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a Purchase Order to Evoqua Water Technologies, Inc., for the continued provision of odor and corrosion control chemicals for the period from May 14, 2021 to August 13, 2021, or until the piggy-back Contract renewal with Lee County is finalized during the period, in an amount not to exceed \$100,000.00."

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

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



May 7, 2021

Mr. Jason Pugsley, P.E.
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Email: jason.pugsley@lrecd.org

RE: LEE COUNTY RFP170384ANB ODOR CONTROL & CORROSION SERVICES

Dear Mr. Pugsley,

The pricing for the above-referenced agreement expires on May 13, 2021, it appears that the new pricing will not be in place by that time. It is our understanding that the new pricing will be going before the Lee County Board on June 1, 2021. Therefore, we confirm that Evoqua Water Technologies will extend the existing pricing for an additional 90 days (until August 13, 2021) or until the full contract renewal process is complete and a new agreement is in place, whichever comes first.

Please let me know if you have any questions or if I can be of further assistance in any way.

Sincerely,

Evoqua Water Technologies LLC

Eric Hansen

Eric Hansen
Technical Sales



Change Orders

No Change Orders are presented
for Board consideration this month.





Fixed Asset Disposal

No Fixed Assets are presented for Disposal this month.



THIS
PAGE
INTENTIONALLY
LEFT
BLANK



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: May 12, 2021
SUBJECT: FDEP Grant Approval for the Nano Bubble Ozone Technology (NBOT) Project in Jones Creek.

Here we are seeking the Board's approval for the District serving as the Local Sponsor and research partner on a Florida Department of Environmental Protection (FDEP) \$350,000 Grant for the Nano Bubble Ozone Technology (NBOT) demonstration project. This project is designed to evaluate innovative technology to improve water quality in Jones Creek, a tributary to the Loxahatchee River with chronically poor water quality.

On August 20, 2020, the Governing Board authorized staff to seek the FDEP Water Protection Grant funding as the local sponsor and partner with Green Water Solutions, LLC. for a NBOT project in Jones Creek. On January 26, 2021, FDEP announced that our proposal was selected for the Innovative Technology Grant Program and fully funded for our requested \$350,000. Since then, we have worked with FDEP staff to develop the attached contract.

We believe this project is a compelling research opportunity for the District, the Jones Creek basin, and the science of water quality improvement. Our extensive water quality work to date, coupled with a comprehensive environmental study for this project, will allow us to evaluate the effectiveness and longevity of the NBOT treatment as we work in collaboration with Green Water Solutions staff, Dr. Peter Moeller (the scientist with NOAA that developed the NBOT technology), and staff from the Town of Jupiter. Our plan and goal is to conduct a comprehensive study that will support a publication of our findings in a peer-reviewed scientific journal.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

The breakdown of the costs and funding for this project is as follows:

Environmental Study	
District Staff Time (estimated)	\$ 33,000
In-House Lab Analysis	\$ 3,570
Contract Lab Analysis	\$ 22,302
<i>District Contribution – Local Match for Grant</i>	<i>(\$ 36,444)</i>
<i>Grant Reimbursement for Analysis</i>	<i>(\$ 22,428)</i>
 NBOT Treatment	
6 units * up to 60 days of treatment * \$1,000/day	\$ 360,000
<i>Contractor Contribution – Local Match for Grant</i>	<i>(\$ 32,428)</i>
<i>Grant Reimbursement for Treatment</i>	<i>(\$ 327,572)</i>
 Total Project Cost	\$418,872
<i>Total Grant Reimbursement</i>	<i>(\$ 350,000)</i>

Please note that the amount for the contract lab analysis increased by \$3,444 over our original proposal because of additional quality control samples we need to analyze as required by FDEP.

The significant contribution provided through the FDEP Innovative Technologies Water Quality Improvement Grant makes this an attractive opportunity for the District. The information we gain from this study will help further the science of water quality improvement and likely provide significant improvements to a highly impaired tributary to the Loxahatchee River. Therefore, we propose the following suggested motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD authorizes the Chairman to execute the Florida Department of Environmental Protection Grant Agreement #INV11 for the Nano Bubble Ozone Technology (NBOT) Treatment Project in Jones Creek, Jupiter, Florida.”

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

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

1. Project Title (Project): _____ Agreement Number: _____

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

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

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

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

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

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

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

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

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

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

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

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

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

8. Payment.

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

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

Attachment 1

4 of 11

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

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

12. Insurance.

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

13. Termination.

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

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

23. Compliance with Federal, State and Local Laws.

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

24. Scrutinized Companies.

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

Attachment 1

8 of 11

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

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

26. Record Keeping.

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

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

27. Audits.

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

- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. INV11**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Nano Bubble Ozone Technology (NBOT) Treatment Project in Jones Creek, Jupiter, FL. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2020 and ends at the expiration of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Additional Terms.

None.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: INV11**

ATTACHMENT 3

PROJECT TITLE: Innovative Technologies: Nano Bubble Ozone Technology (NBOT) Treatment Project in Jones Creek, Jupiter, FL.

PROJECT LOCATION: The Project will be located in Jones Creek, Jupiter, Palm Beach County, Florida Lat: 26.929011, Lon: -80.117231. See Figure 1 for a location map.

PROJECT BACKGROUND: The Loxahatchee River District (LRD), an independent special district of the State of Florida, has been working with multiple agencies, including the Florida Department of Environmental Protection (FDEP) and the Town of Jupiter (TOJ), to understand the sources of poor water quality within the basin in an effort to guide water quality improvement projects. Available data suggest ongoing poor water quality is likely primarily affected by poor flushing and excessive amounts of detritus. The area is served by LRD's centralized sewer (i.e., no septic systems).

In Jones Creek, and the adjacent Sims Creek, enterococci concentrations are often far above (20 to 80x) the Environmental Protection Agency's (EPA's) recommended Beach Action Value (BAV) of 71 Most Probable Number (MPN)/100mL for recreational waters. This is a concern because these tidal mangrove creeks are utilized by the public for recreation (e.g., boating, kayaking, paddle boarding and fishing).

Green Water Solutions, LLC. is a provider of a water quality improvement treatment process utilizing Nano Bubble Ozone Technology (NBOT). Ozone is a powerful oxidant and has been used for decades in drinking water treatment, whereas nanobubble treatment is a newer innovation that provides much higher surface area for gas exchange and much longer bubble lifetime than traditional ozone technology. A benefit of the combined approach is the potential for ozone to persist for longer periods of time in the water column, more slowly diffuse, increase the production of hydroxyl radicals, and provide increased reaction times with potential contaminants. Unlike other algae mitigation (biocidal), NBOT is "green" without legacy chemicals. A trial conducted at Port Mayaca Lock in Florida and lakes in Ohio using this approach demonstrated safe and substantial reductions in Microcystis, microcystins, and nutrients post treatment.

Although these trials have proven successful, it is unclear how changing environmental conditions will affect the efficacy and longevity of the NBOT treatment on bacterial populations, water chemistry, nutrient cycling, and algal biomass in shallow, brackish tidal systems. For this project, the Grantee will monitor water quality parameters before, during and after NBOT treatment to monitor the immediate and long-lasting (up to 3 months) effects of treatment.

PROJECT DESCRIPTION: The Nano Bubble Ozone Technology (NBOT) water quality improvement project will occur in Jones Creek, a brackish, mangrove lined, tidal creek that experiences chronic poor water quality issues (e.g., Fecal Indicator Bacteria (FIB) concentrations and elevated nutrient concentrations).

The grantee will subcontract with Green Water Solutions to provide six NBOT systems (two units at three locations) for 60 days as part of the overall test treatment project. NBOT Treatment will occur for an initial 5-day treatment period, then when enterococci bacteria concentrations exceed 500 MPN/L, and equipment will be available for retreatment within 24-hours when bacteria concentrations are below 500 MPN/L.

The deployment locations in Jones Creek are in the vicinity of two of LRD's historical water quality monitoring stations as well as a 3rd system between the two (see Figure 1). These deployment locations capitalize on extensive historical water quality data collected under LRD's Riverkeeper monitoring program.

For each sample collection and site, the grantee will analyze an extensive list of parameters from both water and sediments. These samples will be collected before, during, and after NBOT treatment. In addition, bacteria samples will be collected weekly for three months post treatment, to evaluate any re-establishment of FIB and nutrients. A final report summarizing the treatment project and findings from the comprehensive environmental monitoring/study will be submitted under this project.

TASKS and DELIVERABLES:

Task 1: Quality Assurance Project Plan

Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any operations and monitoring associated with the project. The QAPP will describe the operation of the NBOT treatment system and specify the sampling procedures, locations, instruments, frequency and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

The following lists the expected deliverables that are associated with the quality assurance requirements of this Grant:

- a. The Grantee shall submit the Grant Quality Assurance Plan (QA Plan) as described in Section 6 of Exhibit D to the DEP Grant Manager no later than 30 days prior to the commencement of field and laboratory activities. Failure to submit the QA Plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP Grant Manager.
 - (i) The Grantee may submit a version of the QA Plan to the Department for approval no more than three times. If the Grantee fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.
 - (ii) Within 30 days of receipt of the QA Plan by the Department, the Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved. If further revisions are needed, the Grantee shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA Plan within 15 days of receipt of any revisions.
 - (iii) If the review of the QA Plan by the Department is delayed beyond sixty (60) days after the QA Plan is received by the Department, through no fault of the Grantee, the Grantee shall have the option, after the QA Plan is approved, of requesting an extension in the term of the Grant for a time not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Grant. The Department shall then determine whether the request for an extension is allowed.
 - (iv) If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review in writing. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager. If the Grantee fails to submit

the required revisions, the DEP Grant Manager may suspend or terminate the Grant per the remedies included in the Grant.

Deliverable 1a: Draft Quality Assurance Project Plan (QAPP): Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will ensure review of the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed prior to Final QAPP submittal.

Deliverable 1b: Final QAPP: Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal.

Task 2: Site Selection and Permitting

Task Description: The Grantee will identify and select the final locations for the NBOT equipment and finalize the Temporary Construction Easement Agreements with residents providing access. The Grantee will obtain all necessary permits for the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverables: Electronic copies of figures and dated photographs illustrating the preconstruction activities and final deployment locations of the NBOT systems; copies of the temporary construction access easements; and agency authorization/permits. Upon request, the Grantee will provide a paper copy of the final submittals.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 3: Monitoring (Pre-treatment, During treatment and Post-treatment)

Task Description: The Grantee will perform water and sediment monitoring for approximately 6 months, before, during, and after NBOT treatment, in accordance with the Department-approved QAPP for this project (see Task 1).

Deliverables: A Monthly Operations Report (MOR) summarizing the completed monitoring activities, including text, tables, laboratory reports (if any), figures and appendices (as necessary). The MOR will include an Executive Summary that succinctly describes the months activities, completed operational and monitoring activities (dates completed, sampling conducted and any not conducted and why), monitoring results along with interpretation of those results (as expected or not as expected), laboratory reports and sampling logs (including field and weather data) submitted to the Department's Grant Manager. Upon

request, the Grantee will provide a paper copy or copies to the Department's Grant Manager. These deliverables must be submitted 30 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review the MOR for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 4: Mobilization, Ozone Treatment, Demobilization

Task Description: The Grantee will subcontract with Green Water Solutions to procure and deploy two NBOT systems at three locations in Jones Creek, for an estimated 5-day initial treatment, with more treatment(s) performed as deemed necessary based on enteric bacteria concentrations. The six NBOT systems will be operated for approximately 2 months as part of the overall test treatment project. NBOT Treatment will occur when enterococci bacteria concentrations exceed 500 MPN/L, and equipment will be available for retreatment within 24-hours when bacteria concentrations are below 500 MPN/L. Each NBOT location indicated on the map in Figure 1 will have two NBOT units. These units will be moved as needed based on test results over the 60-day period. If required, the units can be deployed as stand-alone units in 6 different locations based on test results.

Deliverables: Ozone Treatment, Demobilization & Restoration: The Grantee shall submit: 1) Summary of completed activities described in this task description (dates completed, sampling and treatment conducted and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the draft or final (when submitting final request) laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager, if applicable. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager. 2) Mobilization, Demobilization, and Site restoration as evidenced by signed acceptance of the completed restoration work by the Grantee and dated color photographs of the construction site(s) immediately following completion.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee will submit a payment request for cost reimbursement upon Department approval of the task deliverable.

Additional Financial Consequences: Costs for any treatment that is not completed as outlined in the Department-approved QAPP or this task description may be discounted if included in the payment request.

Task 5: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized.
- Summary of monitoring and treatment activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 5a: Draft Final Report: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 5b: Final Report: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task.

Payment Request Schedule: Grantee will submit a payment request for cost reimbursement upon Department approval of the task deliverable.

PROJECT TIMELINE: The tasks and all deliverables must be completed by the corresponding task end date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date
1	Quality Assurance Project Plan	07/01/2020	06/30/ 2021
2	Site Selection and Permitting	07/01/2020	06/30/ 2021
3	Monitoring (Pre-treatment, During treatment and Post-treatment)	07/01/2020	12/31/2021
4	Ozone Treatment, Demobilization & Restoration	07/01/2020	12/31/2021
5	Final Report	07/01/2020	02/28/2022

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Not applicable	No cost
	Total for Task:	\$0
2	Not applicable	No cost
	Total for Task:	\$0
3	Contractual Services	\$18,858
	Miscellaneous/Other	\$3,570
	Total for Task:	\$22,428
4	Contractual Services	\$327,572
	Total for Task:	\$327,572
5	Not applicable	No cost
	Total for Task:	\$0
	Total for all Tasks:	\$350,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services	\$346,430
Miscellaneous/Other	\$3,570
Total:	\$350,000

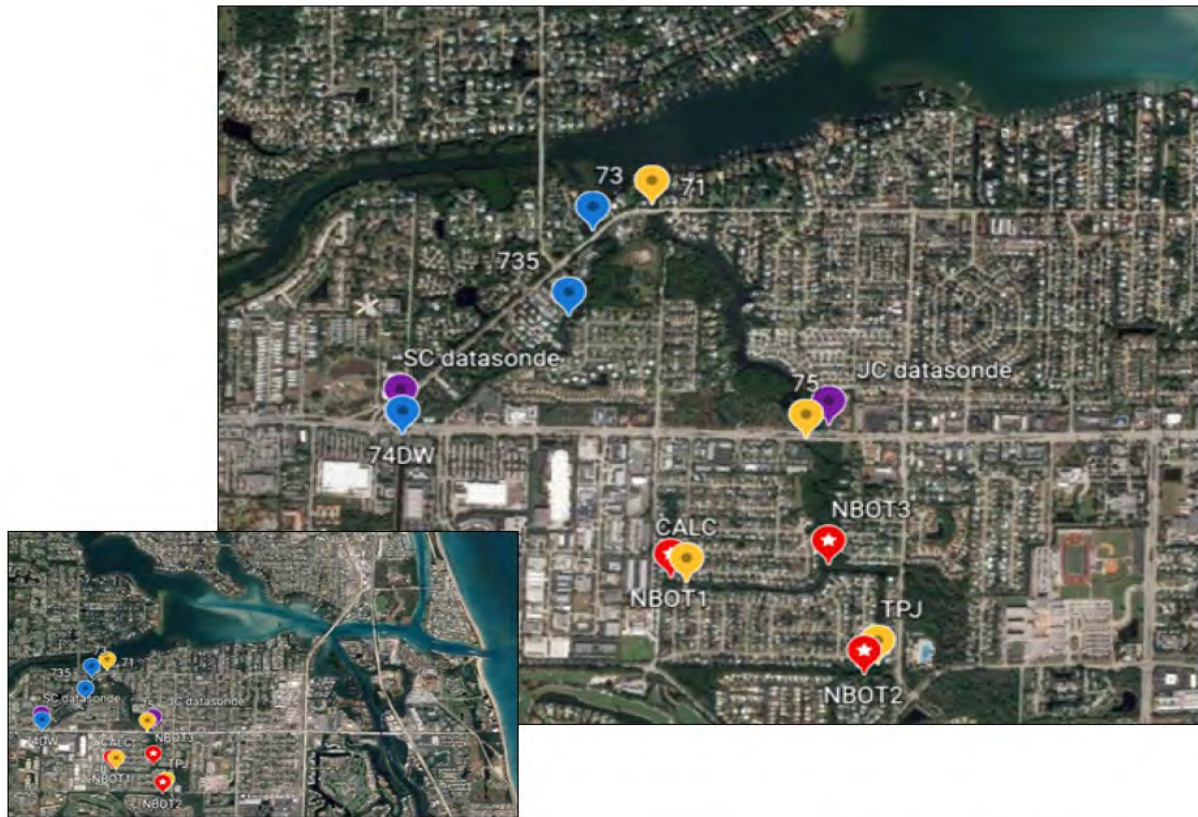


Figure 1. Map of Jones and Sims Creeks showing the proposed locations of the NBOT systems.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

Attachment 4

1. Public Records.

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

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

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

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

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

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

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
INV11	Florida Department of Environmental Protection	2020-2021	37.103	Innovative Technologies	\$350,000	140895
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$350,000	
--	--	--	--	--------------------	------------------	--

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
6 of 6

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	INV11		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. INV11 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: INV11 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

Exhibit C, DEP Agreement #: INV11

2 of 3

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request **and** all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit D

Department of Environmental Protection Quality Assurance Requirements for Grants Standard Field & Lab Services

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and “Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
- b. Hereinafter, “DEP” or “Department” refers to the Florida Department of Environmental Protection.
- c. “Grantee” shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. “Sample” and “sampling” refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

Exhibit D, DEP Grant #: INV11

1 of 6

- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
 - g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
 - h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.
3. **FIELD ACTIVITIES**
- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
 - b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

Exhibit D, DEP Grant #: INV11
2 of 6

- (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
- (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The “G” data qualifier code shall be reported with the sample result for any blank concentration exceeding the above “10%” criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.
- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name

Exhibit D, DEP Grant #: INV11
3 of 6

- ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:
- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.

Exhibit D, DEP Grant #: INV11

4 of 6

- ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

- a. **TECHNICAL AUDITS BY THE DEPARTMENT** – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.
- b. **PLANNING REVIEW TECHNICAL AUDITS** –
 - (i) **Initial:** The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) **Ongoing:** Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) **Statements of Usability:** Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. **QUALITY SYSTEMS AUDITS** – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP

Exhibit D, DEP Grant #: INV11

5 of 6

SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: May 12, 2021
SUBJECT: Contract Approval with Green Water Solutions, LLC. for the Nano Bubble Ozone Technology (NBOT) Project in Jones Creek.

Here we are seeking the Board's approval to enter into a contract with Green Water Solutions, LLC. for the Nano Bubble Ozone Technology (NBOT) water quality project in Jones Creek, a tributary to the Loxahatchee River with chronically poor water quality.

On August 20, 2020 the Governing Board authorized staff to seek Florida Department of Environmental Protection (FDEP) Grant funding in partnership with Green Water Solutions, the provider of the NBOT water treatment system. On January 26, 2021, FDEP announced that our proposal was selected for the Innovative Technology Grant Program in the amount of \$350,000.

Approval of this contract is contingent on the Board's and FDEP's authorization of the FDEP Grant Agreement #INV11, which provides for the full \$327,572 discounted treatment cost as agreed to by Green Water Solutions, LLC.

We propose the following suggested motion for your consideration:

"THAT THE DISTRICT GOVERNING BOARD authorizes the Chairman to execute the attached contract upon receipt of the fully executed agreement #INV11 with the Florida Department of Environmental Protection and issue a purchase order in the amount of \$327,572 with Green Water Solutions, LLC. for the Nano Bubble Ozone Technology (NBOT) Treatment Project in Jones Creek, Jupiter, Florida."

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

Contract Between the Loxahatchee River District and Green Water Solutions, LLC for the Nano Bubble Ozone Treatment Project in Jones Creek, Jupiter, Florida

This Contract between the **Loxahatchee River Environmental Control District (LRECD)**, a Special District of the State of Florida, 2500 Jupiter Park Dr, Jupiter, FL 33458 and **Green Water Solutions, LLC. (Contractor)**, 6874 Stimbu Dr, Brookfield, OH 44403 is for the Nano Bubble Ozone Treatment Project (Project) in Jones Creek, Jupiter, Florida. This contract is contingent on the Florida Department of Environmental Protection's Innovative Technology Water Quality Improvement Grant awarded to and executed with LRECD in the amount of \$350,000.

GENERAL CONDITIONS

1. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. The Contractor shall strictly comply with Federal, State and local pollution, highway, and safety regulations. Contractor certifies that all materials, equipment, processes, or other items supplied in response to this Project shall comply with all relevant Federal and State requirements. Any costs to maintain such compliance shall be borne by the Contractor. In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this Project shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and LRECD for any terms and conditions not specifically stated in this contract.

- b. **DISCRIMINATION PROHIBITED:** The LRECD is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The Contractor is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the LRECD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times while so engaged, and in all places where so engaged, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in

all respects the Contractor's relationship, and the relationship of its employees, to the LRECD shall be that of an Independent Contractor and not as employees or agents of the LRECD.

- d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires LRECD to notify all Contractors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Project on a contract with a public entity for the construction or repair of a public building or public work, may not submit Projects on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- e. NON-COLLUSION: Contractor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more Contractors over other Contractors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, Project, quotation, proposal or other act incident to doing business with LRECD may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor Project list(s), and/or debarment or suspension from doing business with LRECD.
- f. CONFLICT OF INTEREST: All Contractors shall disclose with their Project the name of any officer, director, or agent who is also an employee or a relative of an employee of LRECD. Further, all Contractors shall disclose the name of any LRECD employee or relative of a LRECD employee who owns, directly or indirectly, an interest of ten percent or more in the Contractor's firm or any of its branches.
- g. SUCCESSORS AND ASSIGNS: The LRECD and the Contractor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the LRECD nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- h. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the Contractor shall indemnify, save harmless and defend the LRECD, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the Contractor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Project documents and/or resultant contract.

- i. PUBLIC RECORDS: Any material submitted in response to this Project is considered a public document in accordance with F.S. 119.07. This includes material which the responding Contractor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to F.S. 119.07.
- j. INCORPORATION, PRECEDENCE, JURISDICTION: The order of contractual precedence shall be the Florida Department of Environmental Protection's Innovative Technology Water Quality Improvement Grant awarded to and executed with LRECD, the Project document (original terms and conditions), and purchase order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- k. LEGAL EXPENSES: The LRECD shall not be liable to a Contractor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

2. CONTRACT ADMINISTRATION

- a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this Project are to be made during the normal working hours of the LRECD. Time is of the essence and delivery dates must be met. Should the Contractor fail to deliver on or before the stated dates, the LRECD reserves the right to CANCEL the order or contract and make the purchase elsewhere. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for LRECD has, by inspection or test of such items, determined that they appear fully comply with specifications. The LRECD may return, at the expense of the Contractor and for full credit, any item(s) received which fail to meet the LRECD's specifications or performance standards.

- b. FEDERAL AND STATE TAX: LRECD is exempt from Federal and State taxes. The Purchasing Principal shall provide an exemption certificate to the Contractor, upon request. Contractors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LRECD, nor are Contractors authorized to use the LRECD's Tax Exemption Number in securing such materials.
- c. E-VERIFY SYSTEM REGISTRATION & AFFIDAVIT: In accordance with Florida Statute 448.095, the Contractor, and their subcontractors, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. "E-Verify system" means an Internet -based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. The

Contractor and any subcontractors must provide an Affidavit stating that the Contractor and/or subcontractor does not employ, contract with, or subcontract with an "Unauthorized alien", which means a person who is not authorized under Federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3).

- d. **PAYMENT:** Payment shall be made by the LRECD after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this contract.
- e. **CHANGES:** The LRECD Purchasing Agent may make minor changes to the contract terms by written notification to the Contractor. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The Contractor shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.
- f. **DEFAULT:** The LRECD may, by written notice of default to the Contractor, terminate the contract in whole or in part if the Contractor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non- performance, and does not remedy such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the LRECD terminates this contract in whole or in part because of default of the Contractor, the LRECD may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action.

If it is determined that the Contractor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Contractor), the rights and obligations of the parties shall be those provided in the Section g, "Termination for Convenience."

- g. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of the LRECD so require, terminate the contract, in whole or in part, for the convenience of the LRECD. The Purchasing Agent shall give five (5) days prior written notice of termination to the Contractor, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the Contractor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontracts related to the terminated work.

- h. ACCESS AND AUDITS: The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The LRECD shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business, upon reasonable notice of no less than ten (10) days.
- i. EFFECTIVE: The Contract will be deemed awarded and validly entered into between the Contractor and the LRECD when written Notice to Proceed has been given by the LRECD through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- j. DOCUMENT: The Contract shall be comprised of the Florida Department of Environmental Protection's Innovative Technology Water Quality Improvement Grant awarded to and executed with LRECD, the Project document (original terms and conditions), and purchase order. These documents shall constitute the entire agreement between the Contractor and the LRECD. The Contract will bind the LRECD, and the Contractor and their partners, successors, assigns, and legal representatives.

SPECIAL CONDITIONS

1. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

2. TIME FOR COMPLETION/DELIVERY

If the Contractor fails or refuses to perform the service specified and in the specified time frame, the Contractor does hereby agree to pay LRECD the sum required to pay for any extra expenses resulting from LRECD having to receive this service through another vendor, or rental fees already incurred, for equipment required to complete this service by LRECD personnel, or any damages resulting from delays.

3. WORK SITE SAFETY/SECURITY

The Contractor shall at all times guard against damage or loss to the property of LRECD, the Contractor's own property, and/or that of its contractors and/or sub-contractors, and shall be held responsible for replacing or repairing any such loss or damage caused by Contractor's and/or sub-contractors negligence. When applicable, the Contractor shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and ensure compliance with all applicable local, State, and Federal safety regulations. Additionally, Contractor shall provide for the prompt removal of all damaged equipment from LRECD property. LRECD may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

4. INSURANCE REQUIRED

It shall be the responsibility of the Contractor to provide evidence of the following minimum amounts of insurance coverage to LRECD, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract the Contractor shall provide this evidence to the LRECD prior to the expiration date of each and every insurance required herein.

In addition, the Contractor shall provide evidence of the minimum amounts of insurance covered required under the terms of the Grant Agreement with the Florida Department of Environmental Protection for this Project.

Commercial General Liability Insurance. The Contractor shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. This coverage shall be endorsed to include Loxahatchee River Environmental Control LRECD as an Additional Insured.

Business Auto Liability with Pollution Liability Endorsements. The Contractor shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the LRECD reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements. The policy shall be endorsed to include "Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured".

Workers' Compensation and Employer's Liability Insurance. The Contractor shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with F.S. 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the Contractor in the types and amounts required hereunder shall be transmitted to the LRECD via the Insurance Company/Agent within a time frame specified by the LRECD (normally within 2 working days of request). Failure to provide required insurance shall render the Contractor non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to LRECD prior to any adverse change, cancellation, or non-renewal of coverage there under.

It is the responsibility of the Contractor to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. The Contractor shall agree to provide the LRECD with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by LRECD as to form, types of coverage and acceptability of the insurers providing coverage.

Contractor shall agree that all insurance coverage required herein shall be provided by Bidder to LRECD on a primary basis.

5. HEALTH, SAFETY AND ENVIRONMENTAL PERFORMANCE

The Contractor is solely responsible for all applicable health, safety, and environmental requirements, and the health, safety, and environmental evaluation conducted by the District is not an assumption of any responsibility for health, safety, and environmental requirements by the District.

The Contractor shall submit a Health, Safety and Environmental Plan for Construction and General Industry. The health, safety and environmental plan must address the following minimum requirements:

- Lockout/Tagout
- Injury Reporting/Investigation
- Operator Qualifications
- Hot Work
- Personal Protective Equipment
- Electrical Safety
- Near Miss, Behavioral Based Safety
- Qualified, Certified and Competent Employees

6. DELETION OR MODIFICATION OF SERVICES

The District reserves the right to delete or make modifications to any portion of the Contract at any time without cause or as required by a regulatory authority, and if such right is exercised by the District, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

1. **Summary of Work.** Contractor is responsible for all aspects of the NBOT treatment for up to 60-days including 6 NBOT machines, labor, quiet generators, fuel, lodging, transportation, rentals, vehicles, site prep, cleanup, permitting, coordination with and permission from residents, development and implementation of the safety plan, sampling and testing of water and soil samples not performed by LRECD as described in the Project proposal dated August 21, 2020, all restoration work, and any other associated Project costs.
2. **NBOT Equipment.** Contractor shall supply all necessary equipment for providing the NBOT treatment, including labor, ozone and oxygen generators, pump and motor systems, quiet generators for power, piping, diffusers, etc. Each NBOT location indicated on the map in Figure 1 will have 2 NBOT diffusers. These units may be moved as needed based on test results over the 60-day period and temporary access easements. If required, the units can be deployed as stand-alone units in 6 different locations based on water quality test results.
3. **Quiet Generators and Sound Attenuation.** Contractor shall supply adequate power through the use of Quiet/Low noise commercial mobile generators. The generator shall have a sound level specification of less than 68 dB(A) under half load at 3m/10ft. If deemed necessary by the residents, the Contractor will install sound attenuation barriers, such as framed 4'x8' plywood walls or other appropriate barrier, around the generator to reduce the noise and reverberation, as previously used by LRECD.
4. **Treatment Schedule & Notifications.** The Contractor will provide a 60-day commitment of 6 functional NBOT systems for up to 60 days as part of the overall test treatment project. The Contractor will not charge or count workdays if they experience equipment failures that stop treatment for more than 12 hours in a given day.

At the beginning of treatment phase of the project, the Contractor shall notify LRECD when all equipment is deployed, configured and they are "Ready to Begin Treatment". The Contractor shall begin NBOT Treatment within 24-hours notice of "Begin Treatment" by LRECD. LRECD intends to notify the contractor to "Stop Treatment" when enterococci bacteria concentrations fall below 500 MPN/L, but a stoppage may be required by regulators, severe weather events, or other factors or conditions. The Contractor shall begin treatment within 24-hours notice of "Resume Treatment" by LRECD following an increase in bacteria concentrations above 500 MPN/L, regulatory release, weather improvement, etc.

Based on the performance on previous projects, the Contractor will deploy 2 NBOT diffusers at 3 locations in Jones Creek for an estimated 5-day initial treatment, with more treatment(s) performed as deemed necessary based on enteric bacteria concentrations.

5. Deployment Locations. The proposed deployment locations in Jones Creek in the vicinity of LRECD's historical water quality monitoring stations CALC, TPJ, and a 3rd system between the two stations (Figure 1). Initial coordination meetings with residents indicate possible deployment sites at these properties:

- Cotton Property, 990 Mohican Blvd, Jupiter, FL 33458
- Granquist Property, 602 S Caloosahatchee Ave, Jupiter FL 33458
- Hotchkiss Property, 1007 Sioux St, Jupiter, FL 33458

Utilization of these sites is subject to successful execution of the Temporary Access Easement between the property owner and LRECD. If these negotiations are unsuccessful, the Contractor shall work with the residents to identify alternate deployment sites in the general vicinity of the locations indicated in Figure 1.

6. Ozone Testing. The Contractor is responsible for testing Ozone concentrations in air and water according to the schedule outlined in Table 2 and Appendix B of the Project Proposal dated August 21, 2020. The Contractor will forward the test results to LRECD's Laboratory Manager within 24 hours of data collection.
7. Health, Safety and Environmental plan. At least 15 days prior to work the contractor shall have a health, safety and environmental plan accepted by LRECD's Safety Officer as described in Special Condition #5 above. Following contractor submittal, the Safety Officer will review the submitted plan and respond with acceptance, or a list of deficiencies that need to be corrected and resubmitted prior to work.
8. Site Restoration. Upon completion of the activities the Contractor shall restore the Temporary Easement Area to a condition as nearly as practicable to its condition prior to the Project, except for an electrical improvement that Easement Grantor requests remain. The Contractor agrees to reimburse Easement Grantor for any damages or injuries which arise from any acts of Contractor, or Contractor's employees or agents, that occur during the course of Contractor's use or presence on the Project and Easement Area.
9. Fees and Payment. The mutually agreed to and Grant funded payment schedule is as follows:

NBOT Treatment Cost	\$360,000
<u>Contractor Contribution</u>	<u>(\$32,428)</u>
Not to Exceed Contract Amount	\$327,572

These amounts include all services and equipment described in this contract. The cost is computed based on a commitment of 6 units x 60 days x \$1,000/day. The treatment requirement is waived when water quality target is continuously met, or a stop is directed by LRECD or other regulatory authority. Retreatment is required within 24 hours of noticed failure to meet the water quality target, or a start/resume is issued by LRECD.

Following the Contractor’s notice of “Ready to Begin Treatment” (section 4 above) the contractor may submit to LRCD a pay application for mobilization of up to \$50,000. After 30 days of functional deployment and work in accordance with this contract, the Contractor may submit to LRECD a payment request for 50% of remaining balance of the \$327,572 total contract amount (ex. \$138,786 payment request assuming the full \$50,000 mobilization payment). After 60 days of functional deployment and completion of site restoration, the Contractor may submit to LRECD a payment request for the remaining balance of the \$327,572 total contract amount.

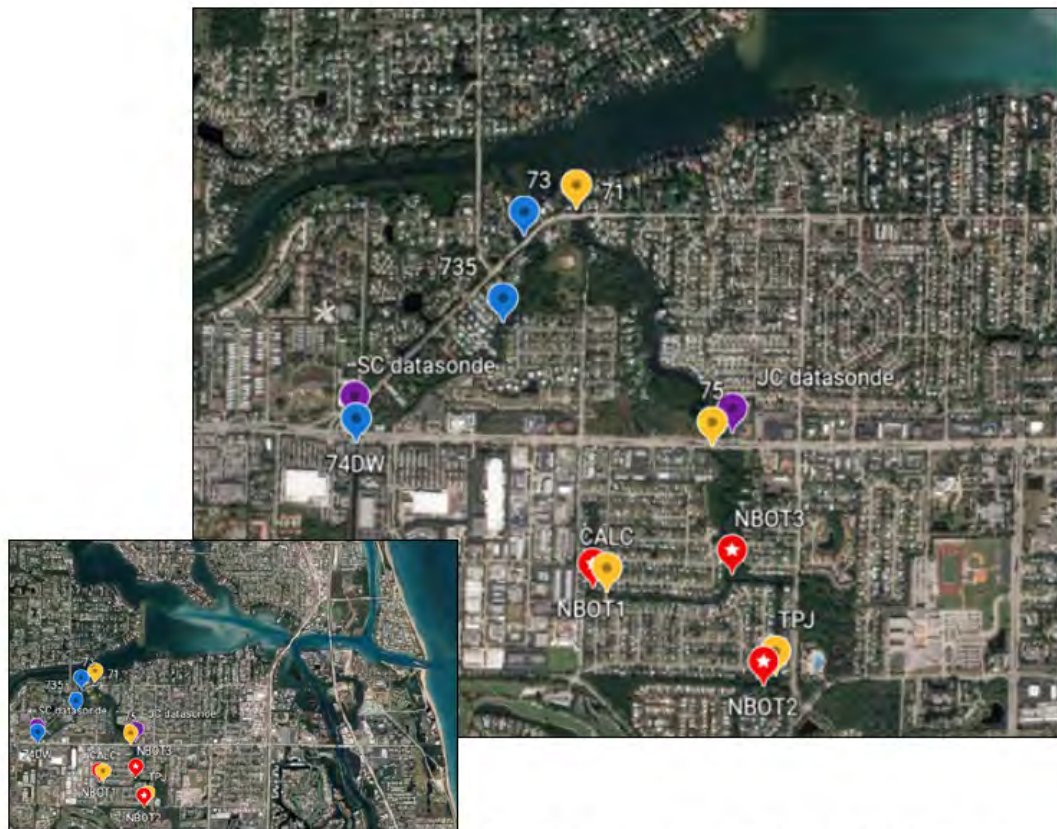


Figure 1. Map of Jones and Sims Creek monitoring sites, Jupiter, Florida. Loxahatchee River District (LRD) sample locations in Sims Creek in blue (74DW, 735 and 73) and Jones Creek in yellow (CALC, TPJ, 75 and 71). Red stars depict proposed NBOT deployment locations, purple points show continuous datasonde locations; site coordinates provided in Table 1.

IN WITNESS WHEREOF, the Parties hereto have executed under seal this Contract by and through their daily authorized representatives.

Loxahatchee River District

Green Water Solutions, LLC.

By: _____

By: _____

Gordon Boggie, Governing Board Chairman

Chas Antinone, Jr., President & COO

Date: _____

Date: _____

By: _____

Attest: _____

D. Albrey Arrington, Executive Director

Printed Name: _____

Date: _____

Date: _____



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 12, 2021
SUBJECT: Committee Substitute for House Bill 1035

At your direction, staff have been working to advance a bill to update our enabling act. That bill, Committee Substitute for House Bill 1035, has received unanimous support from the Palm Beach County Legislative Delegation, Martin County Legislative Delegation, the Florida House of Representatives, and the Florida Senate. A full accounting of our local bill is attached following this memo.

The last stop of our local bill will be Governor DeSantis' desk. The attached letter requests Governor DeSantis' support of our local bill.

If you find the draft letter acceptable, I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD authorize Chairman Boggie to sign and send the attached letter requesting Governor DeSantis' support of CS for HB 1035."

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

CS/HB 1035 - Loxahatchee River Environmental Control District, Martin and Palm Beach Counties

Local Bill by Local Administration & Veterans Affairs Subcommittee and Roth and Snyder

Loxahatchee River Environmental Control District, Martin and Palm Beach Counties: Codifies, amends, repeals, & reenacts special acts relating to district.

Effective Date: upon becoming a law

Last Event: Ordered enrolled on Thursday, April 29, 2021 2:49 PM

Lobbyist Disclosure Information

Referred Committees and Committee Actions

House Referrals

Local Administration & Veterans Affairs Subcommittee

On agenda for: 03/11/21 2:30 PM

[View Notice](#) [Meeting Packets](#) [Action Packets](#)

Favorable With Committee Substitute (*final action*)

[View Meeting Appearances](#) [See Votes](#)

Ways & Means Committee

On agenda for: 03/22/21 12:30 PM

[View Notice](#) [Meeting Packets](#) [Action Packets](#)

Favorable (*final action*)

[View Meeting Appearances](#) [See Votes](#)

State Affairs Committee

On agenda for: 03/29/21 1:00 PM

[View Notice](#) [Meeting Packets](#) [Action Packets](#)

Favorable (*final action*)

[View Meeting Appearances](#) [See Votes](#)

Related Bills

(No Related Bills On Record)

Bill Text

Enrolled

Committee Substitute 1

PCS for HB 1035 (LAV).

Date Published: 03/09/21

Original Filed Version

Affidavit of Proof of Publication and Required House Forms

[Affidavit of Proof of Publication - V1](#)

[Economic Impact Statement - V1](#)

[Local Bill Certification Form - V1](#)

Staff Analysis	
Chamber	Committee
House	Final Bill Analysis 5/5/2021 1:07:04 PM
House	State Affairs Committee 3/29/2021 5:13:15 PM
House	State Affairs Committee 3/25/2021 4:26:25 PM
House	Ways & Means Committee 3/22/2021 2:29:30 PM
House	Ways & Means Committee 3/19/2021 8:45:05 AM
House	Local Administration & Veterans Affairs Subcommittee 3/11/2021 4:03:24 PM
House	Local Administration & Veterans Affairs Subcommittee 3/9/2021 4:33:24 PM

Vote History							
Chamber	Date	Yeas	Nays	Action	Action 2	Vote Detail	Barcode
House	04/15/2021 05:48 PM	117	0		Passage	Vote [Seq# 177]	
Senate	04/29/2021 02:26 PM	39	0	Local Bills		Vote [Seq# 25]	
Senate	04/29/2021 02:26 PM	39	0	Local Bills		Vote [Seq# 25]	

Bill History

Event	Time	Member	Committee	Ver.
<i>H Ordered enrolled</i>	<i>04/29/2021 - 2:49 PM</i>			<i>c1</i>
<i>H In Messages</i>	<i>04/29/2021 - 2:49 PM</i>			<i>c1</i>
<i>S CS passed; YEAS 39 NAYS 0 -SJ 924</i>	<i>04/29/2021 - 2:38 PM</i>			<i>c1</i>
S Read 3rd time -SJ 924	04/29/2021 - 2:24 PM			c1
S Read 2nd time -SJ 923	04/29/2021 - 2:24 PM			c1
S Placed on Calendar, on 2nd reading	04/29/2021 - 2:24 PM			c1
S Withdrawn from Rules -SJ 922	04/29/2021 - 2:24 PM		Rules	c1
S Placed on Local Calendar, 04/29/21 -SJ 957	04/26/2021 - 5:26 PM			c1
S Received -SJ 498	04/20/2021 - 6:00 PM			c1
S Referred to Rules -SJ 498	04/19/2021 - 9:26 AM		Rules	c1
H Message sent to senate	04/15/2021 - 7:58 PM			c1
S In Messages	04/15/2021 - 7:33 PM			c1
H CS passed; YEAS 117, NAYS 0	04/15/2021 - 5:48 PM			c1
H Read 3rd time	04/15/2021 - 5:47 PM			c1
H Read 2nd time	04/15/2021 - 5:44 PM			c1
H Bill added to Special Order Calendar (4/15/2021)	04/08/2021 - 5:36 PM			c1
H Added to Second Reading Calendar	03/29/2021 - 5:13 PM			c1
H Bill released to House Calendar	03/29/2021 - 5:13 PM			c1
H Reported out of State Affairs Committee	03/29/2021 - 5:13 PM		State Affairs Committee	c1
H Favorable by State Affairs Committee	03/29/2021 - 4:17 PM		State Affairs Committee	c1
H Added to State Affairs Committee agenda	03/25/2021 - 4:11 PM		State Affairs Committee	c1
H Now in State Affairs Committee	03/22/2021 - 2:29 PM		State Affairs Committee	c1
H Reported out of Ways & Means Committee	03/22/2021 - 2:29 PM		Ways & Means Committee	c1
H Favorable by Ways & Means Committee	03/22/2021 - 2:15 PM		Ways & Means Committee	c1
H Added to Ways & Means Committee agenda	03/18/2021 - 4:16 PM		Ways & Means Committee	c1
H Now in Ways & Means Committee	03/15/2021 - 9:44 AM		Ways & Means Committee	c1
H Referred to State Affairs Committee	03/15/2021 - 9:44 AM		State Affairs Committee	c1
H Referred to Ways & Means Committee	03/15/2021 - 9:44 AM		Ways & Means Committee	c1
H 1st Reading	03/12/2021 - 5:20 PM			c1
H CS Filed	03/11/2021 - 4:05 PM			c1
H Laid on Table under Rule 7.18(a)	03/11/2021 - 4:05 PM			—
H Reported out of Local Administration & Veterans Affairs Subcommittee	03/11/2021 - 4:03 PM		Local Administration & Veterans Affairs Subcommittee	—
H Favorable with CS by Local Administration & Veterans Affairs Subcommittee	03/11/2021 - 3:59 PM		Local Administration & Veterans Affairs Subcommittee	—
H PCS added to Local Administration & Veterans Affairs Subcommittee agenda	03/09/2021 - 4:26 PM		Local Administration & Veterans Affairs Subcommittee	—
H 1st Reading	03/02/2021 - 9:21 PM			—
H Now in Local Administration & Veterans Affairs Subcommittee	02/25/2021 - 10:10 PM		Local Administration & Veterans Affairs Subcommittee	—
H Referred to State Affairs Committee	02/25/2021 - 10:10 PM		State Affairs Committee	—
H Referred to Ways & Means Committee	02/25/2021 - 10:10 PM		Ways & Means Committee	—
H Referred to Local Administration & Veterans Affairs Subcommittee	02/25/2021 - 10:10 PM		Local Administration & Veterans Affairs Subcommittee	—
H Filed	02/16/2021 - 12:28 PM	Roth		—

Statutes Referenced by this Bill	
Statute	Other Bill Citations
189.019	



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

May 20, 2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

VIA FACSIMILE (850-487-0801) & U.S. MAIL

Governor Ron DeSantis
State of Florida
PL 05 -- The Capitol
400 S. Monroe Street
Tallahassee, Florida 32399-0001

RE: Committee Substitute for House Bill 1035 Loxahatchee
River Environmental Control District

Dear Governor DeSantis:

We respectfully request that you approve House Bill 1035 when the legislature delivers it to your desk.

Fifty years ago, the Loxahatchee River Environmental Control District ("District") was created by special act of the Florida Legislature as an independent special district in Palm Beach and Martin Counties. The District currently operates an award-winning wastewater facility that provides reclaimed water to its residents, which preserves fresh water supplies for the environment. The District is also a leading authority on the Loxahatchee River; spearheading water quality studies and collaborating on river enhancement projects. We enjoyed hosting you at our wastewater treatment facility in 2019 and thank you for continuing to value clean, healthy water and recognizing its importance to the State of Florida.

Committee Substitute for House Bill 1035 ("House Bill 1035") codifies the District's Charter into a single act and revises it to clarify the District's authority to monitor, assess, and conduct water quality and environmental enhancements. This clarification allows the District to continue to be a leader in water quality monitoring across the Loxahatchee River Watershed. Continuity of data collection, which began in 1991, is important since this data is used by Florida Department of Environmental Protection, U.S. Environmental Protection

Agency, South Florida Water Management District, and other organizations in assessing state, regional, and local water quality issues. The District will be also able to continue implementing environmental enhancements, e.g., oyster reef restoration efforts.

House Bill 1035 also clarifies the District's ability to conduct environmental education. The District currently operates the Loxahatchee River Environmental Center, funded in part by the Florida Legislature, in partnership with Palm Beach County Parks. Educating our children on the value of the environment and our waters is a critical component in protecting Florida's future.

The ability to use the District's property is also addressed in House Bill 1035 by clarifying that the District may lease District property to non-government entities as well as allow the public to use District property for passive outdoor recreation. For more than twenty years, the District has partnered with a local not-for-profit by leasing District property to promote environmental education and wildlife rehabilitation and this bill will allow for the continuation of this types of public-private partnerships. In addition, the District currently allows some passive outdoor recreation on its property as it is a low cost but high-value benefit to the public. House Bill 1035 extends liability protection to the District similar to that provided to water management districts related to the use of its property by the public. Finally, obsolete language is removed and revisions are made to ensure that the District operates in a manner consistent with Florida Statutes.

We respectfully request that you approve House Bill 1035 so the District may continue protecting the environment while cost effectively providing services to our residents. The bill was unanimously approved by the Palm Beach County and Martin County Legislative Delegations as well as each time it was considered in the Florida House of Representatives and Florida Senate. In addition, many entities have provided support for House Bill 1035, including but not limited to, the Florida Farm Bureau Federation; Girl Scouts of Southeast Florida; and Audubon of Martin County. For your convenience, a sample of support letters is attached.

Thank you again for your consideration.

Gordon M. Boggie
Governing Board Chairman

cc: Representative Rick Roth, Suite 104, 100 Village Square Crossing,
Palm Beach Gardens, FL 33410-4531
Dylan Fisher, Executive Office of the Governor



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MAY 12, 2021
SUBJECT: Strategic Plan Implementation

It was my intention to have drafted a review of our performance to date in the implementation of our 2018 Strategic Plan. My assessment is not yet ready for your review. I intend on addressing this at our June Board Meeting.

For your convenience, I have attached our 2018 Strategic Plan following this memo.

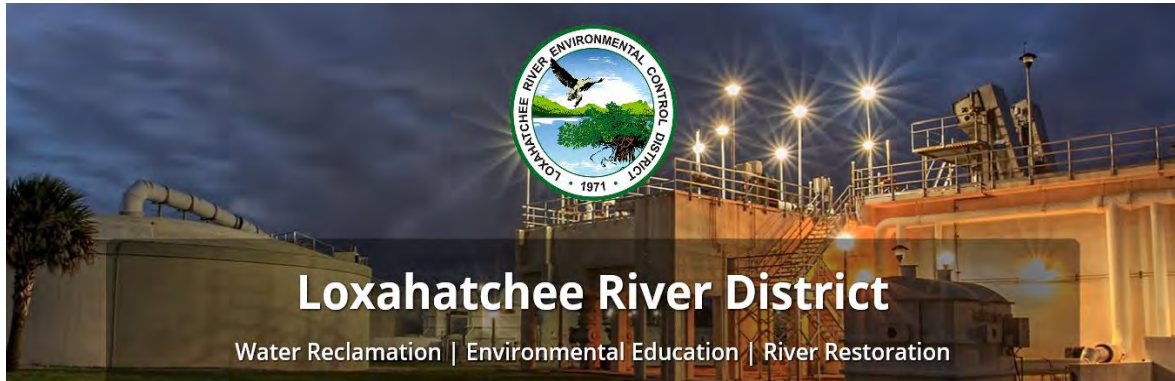
2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



2018 STRATEGIC PLAN

JUNE, 2018

TABLE OF CONTENTS

The Loxahatchee River Environmental Control District (LRD) An overview of the District	3
Introduction from the LRD Executive Director Purpose and overview of this strategic planning document	5
Executive Summary High level overview of the Strategic Planning Process	6
The Strategic Framework The system to identify and drive improved performance in LRD	7
The Strategic Planning Process The process the Leadership Team and Governing Board utilized to establish the objectives and high priority improvement initiatives	8
LRD Mission, Vision and Values Organizational Purpose, newly developed Vision and newly developed Values	9
LRD Strategy Map & Dashboard The Pictorial and Measurable Versions of the Strategic Objectives	10
2018 Top Level Balanced Scorecard and High Priority Initiatives How LRD will achieve its Strategic Objectives	13
Successful Execution of the Strategic Plan Implementation strategies for this plan	18
Appendix A: Organizational SWOT Analysis	20
Appendix B: Core Competencies	24
Appendix C: White Papers	25
Appendix D: Employee Survey Summary	32

The Loxahatchee River Environmental Control District

The Loxahatchee River Environmental Control District (LRD) is an independent, multi-county special district of the State of Florida created by the Florida Legislature in 1971. We are governed by a five-member, publicly elected Governing Board, with day-to-day management led by an Executive Director. The Legislature created LRD based on a groundswell of local concern for public health, safety, and welfare, and provided LRD with clear objectives of preventing, minimizing, and reversing degradation of environmental conditions and natural resources within the Loxahatchee River watershed. Today, we accomplish these objectives through implementation of innovative wastewater solutions, active research and monitoring efforts, and engaging environmental stewardship programs.

The Loxahatchee River is present on the oldest maps of Florida, and it forms the nexus of local communities, including Jupiter, Tequesta, Jupiter Inlet Colony, and Juno Beach. Historic photographs provide an intriguing glimpse into life in this area, and often show locals relying on the waterway for transport and associated natural resources for sustenance. Even today locals and visitors associate closely with the Loxahatchee River, with many spending quality time recreating on or in the Loxahatchee River. This sense of local pride in and concern for the Loxahatchee River led to it receiving the national Wild & Scenic River designation and state designations as an Outstanding Florida Water, Aquatic Preserve, and Manatee Protection Area.

The LRD takes pride in implementing innovative wastewater solutions to safeguard public health and protect environmental conditions within our watershed. The LRD operates an award-winning wastewater collection and treatment facility. Day in and day out we collect wastewater from the community, transmit it via underground pipes and pumps to our regional wastewater reclamation facility (treatment plant). Our reclamation facility, which operates 24 hours per day and 7 days per week, has a permitted capacity of 11 million gallons per day (7,640 gallons per minute!). We take raw sewage and transform it through effective treatment to Irrigation Quality (IQ) Water. Our IQ Water is distributed to meet landscape irrigation needs at 13 local golf courses and throughout the Abacoa community, including Roger Dean Stadium. This water recycling effort has preserved billions of gallons of native groundwater for the environment – offsetting saltwater intrusion and the associated environmental degradation.

The LRD is the leading authority on environmental monitoring efforts within the Loxahatchee River watershed. Federal and State efforts to establish water quality standards and local/regional efforts to improve water quality conditions within the watershed are, without exception, based on LRD's extensive water quality database. LRD's seagrass and oyster monitoring programs represent the best available knowledge on these valued ecosystem components within the watershed. Because of our strong data-driven culture, we actively

participate in all significant efforts to improve the Loxahatchee River's natural systems and critical habitats.

Finally, we understand public engagement is a critical element of any successful environmental preservation effort; therefore, we take pride in offering quality environmental education programming. We actively work to engage the public with relevant and compelling environmental education opportunities at the River Center, our in-house environmental education facility, and at Busch Wildlife Sanctuary, a non-profit animal rehabilitation and environmental education facility co-located with our wastewater reclamation facility.

The photo below is of the five original Loxahatchee River Environmental Control District Board Members at the June 1974 groundbreaking of LRD's Regional Wastewater Reclamation Facility. Board members from left to right are Bill Lund, Trudy Bernhard, Norm Badenhop, Jimmy Bassett, and John Harlow. The LRD Governing Board is composed of five members that reside within the LRD boundary. Board Members are publicly elected and serve four year terms.



Introduction from the LRD Executive Director

For nearly 50 years Loxahatchee River Environmental Control District staff and Governing Board Members have worked diligently to preserve and protect the environmental health of our community and the Loxahatchee River. During this time, we have eliminated over 38,000 septic systems and 14 sewer facilities that discharged raw or minimally treated wastewater directly into the Loxahatchee River. We have nearly eliminated septic systems in the urban segments of our watershed (i.e., east of I-95). We have gained a tremendous understanding of water quality, seagrasses, and oysters throughout the watershed. We have led generations of school-aged residents on environmental adventures exploring the watershed and dip netting interesting creatures, which increase the appreciation and perceived value of these natural resources.

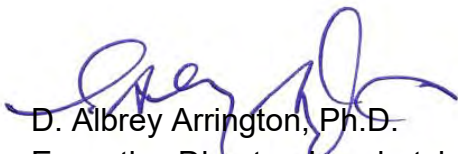
We are proud of our efforts to protect public health by effectively treating wastewater, and then beneficially reusing IQ Water to meet landscape irrigation needs. Such forward-thinking, win-win efforts have resulted in LRD receiving multiple local, state, and national awards including US Environmental Protection Agency's National Award for Outstanding Wastewater Treatment Facility, John F. Kennedy School of Government at Harvard University's Innovations in State and Local Government semifinalist, and Florida Department of Environmental Protection's David York Award, to name a few.

Looking back, we have achieved these milestones because day after day and year after year we tackled clear strategic objectives with steadfast determination and hard work. Today we pause from our daily grind to gaze towards the horizon and contemplate what the Loxahatchee River watershed will look like 50 years from now. What great things will the LRD accomplish over these same 50 years? How will we leave our mark so that those that come after us look at our years of service with appreciation?

This strategic plan, developed with significant input from staff throughout the LRD and each LRD Board Member, is our best effort to plot our course into the future. We understand we cannot perfectly predict the future, and we accept the uncertainty of the future. Nonetheless, we are confident the mission, vision, values, strategic objectives and strategic initiatives provided herein are the recipe for our continued success.

We are proud of our role in our community, and we are proud of all that LRD has accomplished. We look to the horizon with all the hope and anticipation that each new day brings, and we say

"Let's go. There's high quality work to be done."



D. Albrey Arrington, Ph.D.

Executive Director, Loxahatchee River Environmental Control District

2018 Strategic Plan Executive Summary

The following pages summarize LRD's strategic planning process and strategic framework for identifying, prioritizing, executing and managing its 2018 objectives and strategic improvement initiatives, as well as refining or developing the mission, vision and values. The anticipated implementation window for this strategic plan is 3-5 years and may be altered to meet circumstances, as appropriate. The LRD Governing Board and Senior Leadership Team utilized a comprehensive strategic planning process to identify and prioritize key strategic objectives and improvement initiatives for the next few years. This planning process mirrored the process outlined in the Florida Governor's Sterling Award Criteria. Key internal stakeholders and the Governing Board provided input to the planning process via SWOT Analyses (Strengths, Weaknesses, Opportunities and Threats), white papers and surveys to ensure that all important inputs would be considered when setting future priorities and building upon the past success of the District.

This strategic planning document contains five primary components:

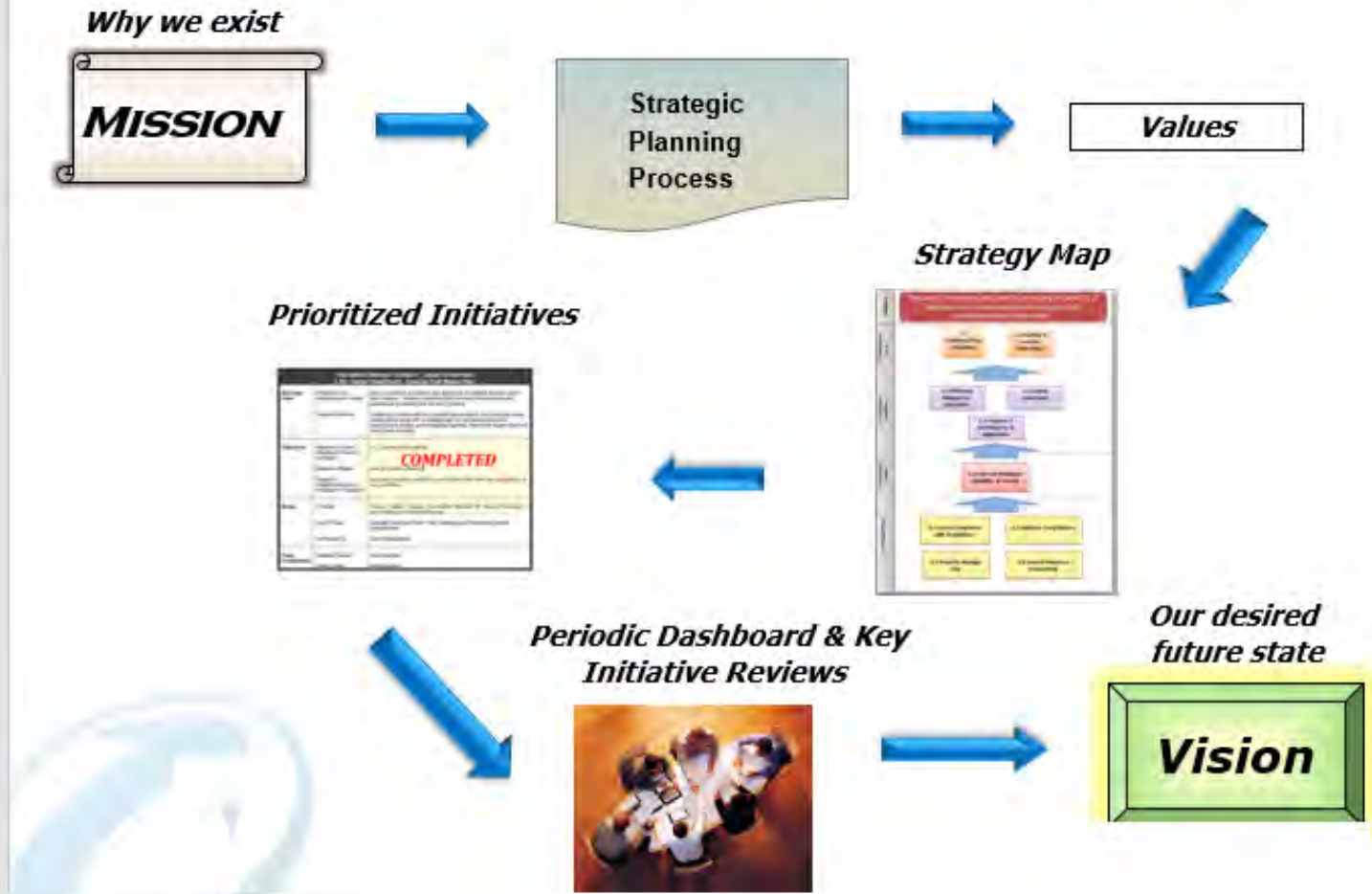
1. The LRD Strategic Framework
2. The Strategic Planning Process that was used to develop this plan
3. The LRD Mission, Vision and Values
4. The LRD Strategy Map and Dashboard
5. The key Strategic Improvement Initiatives

The expectation is that, consistent with the Florida Governor's Sterling Award Criteria, the top level and functional dashboards and the strategic improvement initiatives will be reviewed monthly by the Senior Leadership Team for performance and progress.



2018 LRD Strategic Framework

The Overall Strategic Roadmap



The above diagram represents the **Strategic Framework** utilized by LRD to drive improved performance in its Strategic Objectives and Strategic Improvement Initiatives. The key terms and definitions are:

Mission – The purpose or reason for the existence of LRD

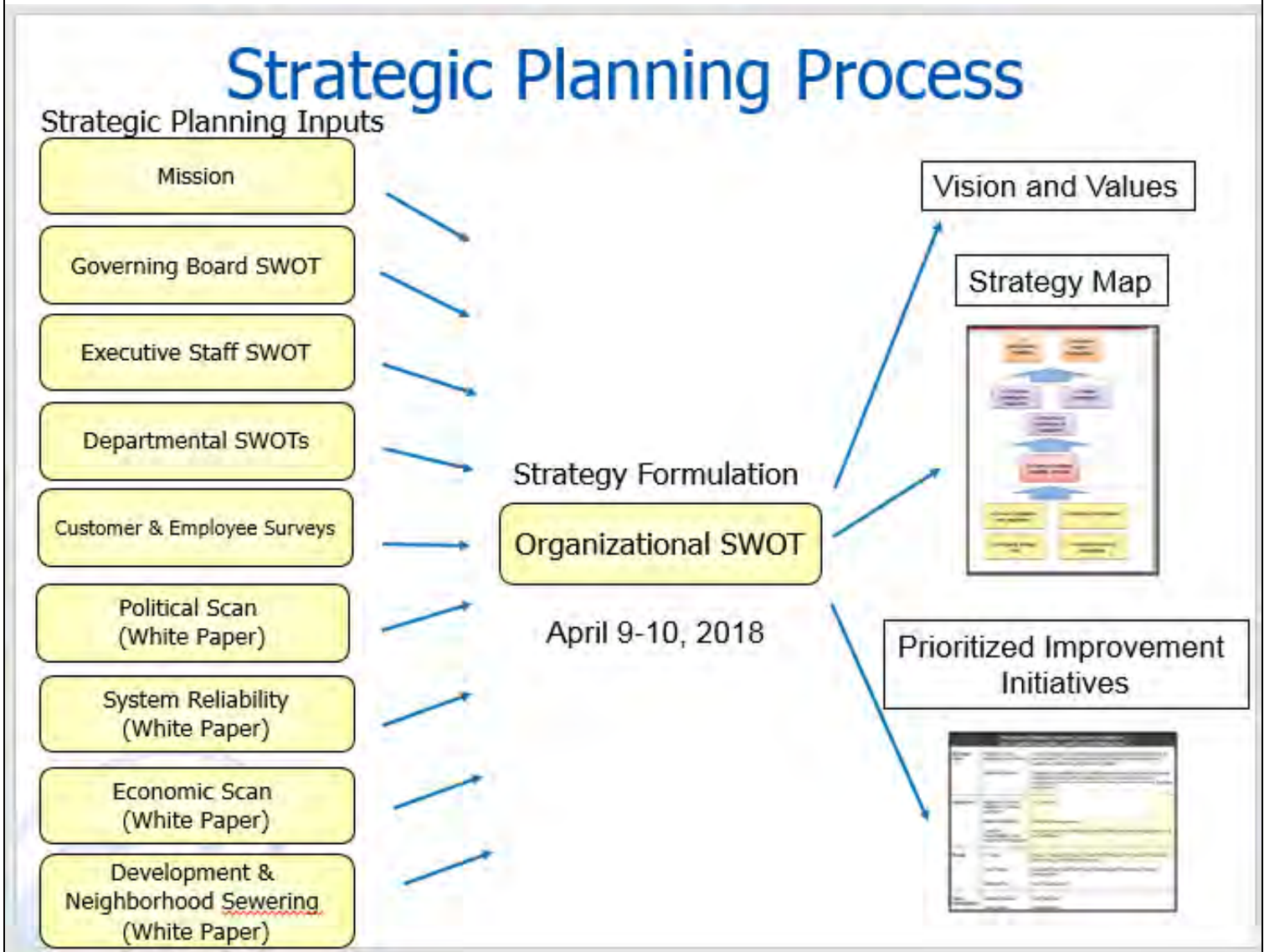
Vision – The desired future state of LRD

Values – The daily behaviors that mirror the desired organizational culture

Strategy Map – Pictorial depiction of the LRD Strategic Objectives or Goals displayed across four strategic areas or perspectives

Prioritized Initiatives – The strategic improvement projects that align to the Strategic Objectives

2018 LRD Strategic Planning Process



Note: SWOT Analysis is **S**trengths, **W**eaknesses, **O**pportunities & **T**hreats

LRD Mission, Vision and Values

MISSION:

“We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.”

VISION: “Inspiring and achieving a healthy environment”



Michael Dubiner
'Loxahatchee Glistening'

LRD Values:

Spirit of service to our community and the environment: We willingly work with a sense of diligence and devotion, because we understand the importance of our work.

Integrity: Our actions are intentionally honest and morally upright.

Innovation: We actively seek better ways to do things and embrace the possibility of new ideas and novel approaches.

Positive attitude: We bring a positive frame of mind to each challenge, task, or appointment.

Respect for others: We regard others as equals, and we treat others as we would like to be treated.

Positive Work Environment: We encourage and support our colleagues, and we promote an open, constructive dialog to address issues or problems.

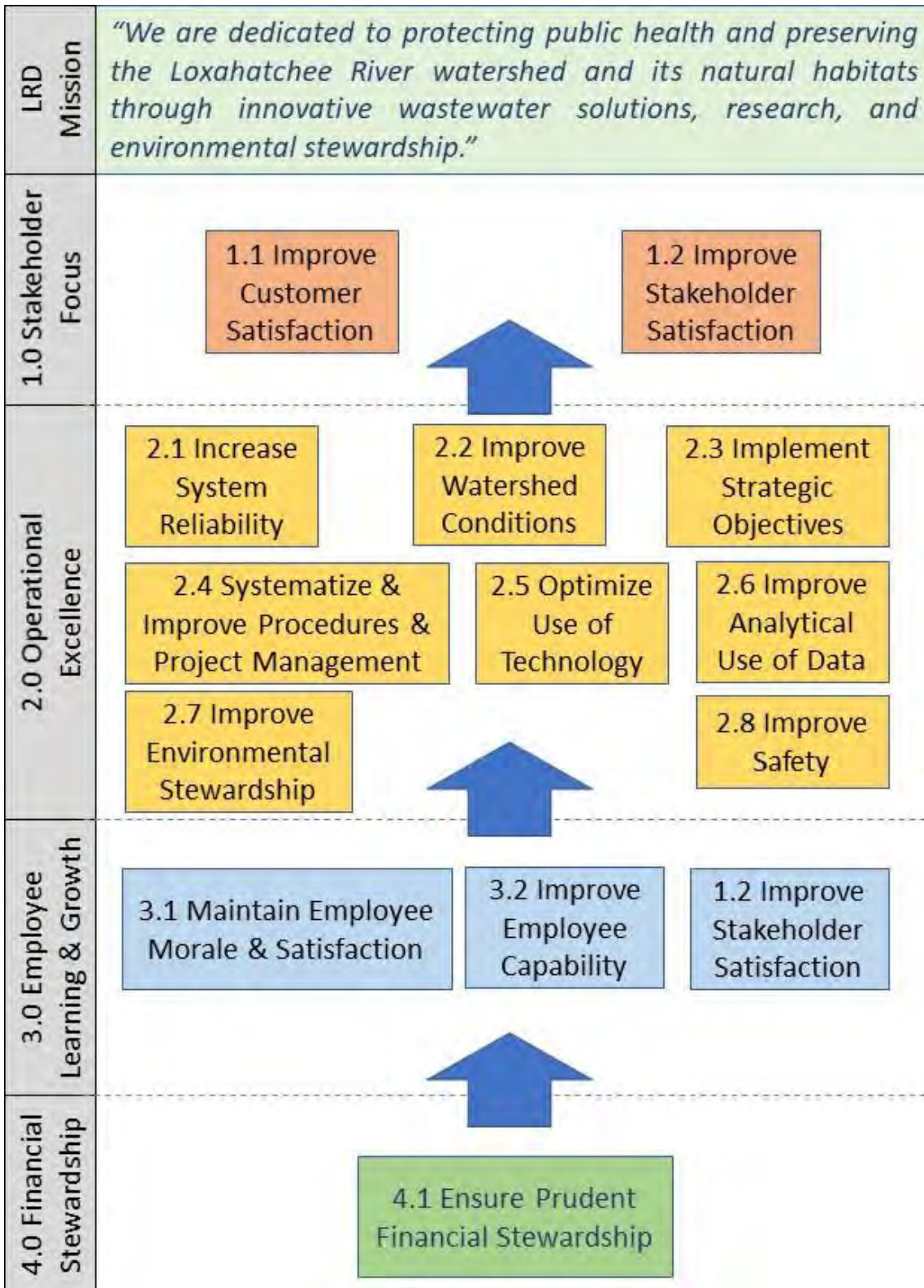
Lean: We seek to be effective and efficient in all we do. We value nimble and streamlined processes and seek to minimize bureaucracy. We share our ideas to fuel improvement.

Collaboration: Our greatest successes come when we work as a team. We eagerly collaborate with colleagues throughout the District, sister governments, and others to advance our mission.

Safety: 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.

These values will shape and guide our day-to-day actions and our relationships with co-workers, customers, partners, and stakeholders.

2018 LRD Strategy Map



The above Strategy Map shows the key strategic objectives and how they correlate with each other. LRD will improve its performance in the perception of its stakeholders through continued responsible

stewardship of fiscal and natural resources, improving the capability, retention and satisfaction of its employees and managing in a way to ensure operational excellence. This “balanced” approach yields objectives across 4 key perspectives or strategic areas, as follows:

1. Stakeholder Focus
2. Operational Excellence
3. Employee Learning and Growth
4. Financial Stewardship

LRD Executive Dashboard (Truncated):

LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE



Stewardship		Wastewater						Engineering	General Business			
# People educated at RC		Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewer Overflow	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (non-assessment)	Operating Expenses	
Benchmark / Customer Expectation	% of Target	million gallons/day	# days demand not met	# blockages with damage in home	# occurrences	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% of Budget
Green Level	≥ 90%	< 7.7	< 2	Zero	Zero	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	
Yellow	< 90%	< 8.8	≥ 2	1	≥ 1	≥ 1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	
Red	< 75%	≥ 8.8	≥ 9	≥ 2	> 2	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	
2015 Baseline	2,139	6.8	0	0	1	0	1,093	14	\$ 30,199,659	104%	111%	
2016 Baseline	2,169	6.7	0	0	1	0	1,063	12	\$ 33,223,653	96%	90%	
2017 Baseline	106%	6.4	1	0	4	0	1,198	8	\$ 29,414,255	97%	83%	
2017 July	111%	6.2	0	1	1	0	1011	4	\$ 29,834,468	95%	88%	
Aug	87%	6.0	0	0	3	0	1056	15	\$ 30,208,664	95%	88%	
Sept	71%	6.2	6	3	9	0	1355	6	\$ 28,132,953	95%	88%	
Oct	103%	6.2	0	0	5	0	1482	10	\$ 28,969,760	100%	72%	
Nov	139%	7.1	0	0	0	0	1124	2	\$ 29,973,080	97%	80%	
Dec	126%	6.8	0	0	3	0	1159	11	\$ 29,366,604	98%	82%	
2018 Jan	121%	7.1	0	0	3	0	1240	15	\$ 29,774,007	99%	81%	
Feb	118%	7.1	0	0	0	0	1299	10	\$ 31,873,924	97%	82%	
Mar	104%	7.0	0	0	1	0	1322	6	\$ 30,590,419	101%	86%	
Apr	89%	6.8	0	0	1	0	1350	14	\$ 30,470,440	101%	88%	
May	139%	7.2	1	0	4	0	1245	0	\$ 32,001,517	101%	89%	
June	100%	7.1	3	0	3	0	1061	6	\$ 30,357,463	100%	88%	
July	102%	6.5	0	0	3	0	987	5	\$ 36,393,890	100%	88%	
Consecutive Months at Green	3	110	1	10	0	60	95	15	109	73	5	
Metric Owner	O'Neill	Campbell	Dean	Dean	Campbell	Campbell	Campbell	Dean	Peterson	Peterson	Peterson	

Metric	Explanation
Sewer Overflow	We had three minor wastewater spills this month. All 3 incidents occurred when a contractor damaged a low pressure force main. A different contractor was involved at each location. All spills were attended to by District staff, repairs were made promptly.
Capital Projects	Whispering Trails sewerage moving ahead but delayed due to permitting. Master Lift Station Rehab moving ahead but behind schedule. Alt. A1A force main connection moving ahead but delayed due to permitting. Jupiter Farms Elem. force main delayed sign off on irrigation and landscaping. JORC force main replacement is behind schedule. Lift Station 70 & 71 permanent generators are in process but installation will not occur until next FY. Lift Station rehabs postponed until next fiscal year.
Employee Safety	One of our environmental educators suffered an injured shin when a wave knocked her down while leading a class at Blowing Rocks. The incident was reported and documented by our Safety & Compliance Officer that day. Medical treatment was sought.
Salinity	Relatively wet condition, including mean flow over Lainhart Dam of 197 cfs, have continued relatively low salinity conditions in the downstream estuary.

This top-level dashboard has been utilized operationally by LRD management and with the LRD Governing Board for close to a decade and will be emulated with aligned functional dashboards.

2018 Top Level Balanced Scorecard and High Priority Initiatives

LRD Balanced Scorecard with Initiatives – the list of Initiatives below was prioritized as the most important by the strategic planning participants. The number represents the number of staff that listed this as a high priority issue. The letter indicates S: Strength; W: Weakness; O: Opportunity; T: Threat. The initiatives are further prioritized into P1, P2 and P3 in the far right column. P1 is the highest priority.

Loxahatchee River District Top Level Balanced Scorecard

#	Perspective	#	Strategic Objectives	Metrics	#	Initiatives	Initiative Priority (P1, P2, P3)
1.0	Stakeholder Focus	1.1	Improve Customer Satisfaction	-Customer Survey Ratings -# customer concerns/1000 customers	1.1a	➤ [7; O] For critical assets, develop emergency response plans that include equipment, materials and contracts to achieve resilient system functionality.	P3
					1.1b	➤ [3; W] Improve ability to communicate with customers during emergencies	P1
					1.1c	➤ (OFI-4a) Implement customer service survey	P1
					1.1d	➤ (OFI-4b) Track and analyze customer complaints (capture ALL complaints; divide among root causes)	P2
		1.2	Improve Stakeholder Satisfaction	TBD	1.2a	➤ [6; O] Assure that IQ (reuse) water is available to fulfill contracted quantities for existing customers and develop new supplies and opportunities where economically feasible.	P2
					1.2b	➤ (OFI-2) Establish Mission, Vision, Values	P1
					1.2c	➤ (OFI-1) Establish strategic planning process	P1

2.0	Operational Excellence	2.1	Increase System Reliability	TBD	2.1a	➤ A. Develop comprehensive rehabilitation program for all assets	
					2.1a1	○ [9; O] Refine preventative maintenance/rehabilitation/replacement program to include all assets with effort based on industry standards, failure analysis, and cost considerations.	P1
					2.1a2	○ [7; W] Conduct high-level risk analysis for all meaningful assets (composite score based on probability of failure x consequence of failure)	P3
					2.1a3	○ [4; T] System Failure leading to customer/regulatory issues	P2
					2.1b	➤ B. Improve Master Plan for collection and transmission systems	
					2.1b1	○ [8; O] Schedule system rehabilitation in context of master plan	P1
					2.1b2	○ [5; O] Respond to redevelopment in context of master plan (contribute resources to achieve larger vision of collection and transmission system improvements)	P1
					2.1b3	○ [4; O] Evaluate impact of each new development on existing collection/transmission facilities. (Dev)	P1

					2.1c	➤ C. Develop emergency response plans for high risk assets	
					2.1c1	○ [7; O] Develop an emergency response plan for assets with high risk scores	P2
					2.1d	➤ D. [4; O] Acquire, operate, and maintain private wastewater systems	P3
		2.2	Improve Watershed Conditions	TBD	2.2a	➤ [4; O] Expand water quality and habitat improvement programs	
					2.2a1	○ Evaluate cost-effective opportunities to improve water quality west of I-95	P3
					2.2b	➤ Complete neighborhood sewerage	P1
		2.3	Implement Strategic Projects	-On time, on schedule and on budget	2.3a	➤ Develop plan for western 20 acres	P2
					2.3b	➤ Develop long-term site plan for 2500 Jupiter Park Drive	P2
		2.4	Systematize and Improve Procedures and Project Management	-# or % of documented and improved processes	2.4a	➤ [7; W] Expand use of project management systems and tools	
					2.4a1	○ Require Initiative Charter for budget consideration of capital projects	P1
					2.4a2	○ Require Project Summary Worksheet for budgeted capital projects	P1
					2.4b	➤ (OFI-8) Improve documentation of policies and procedures	P1
					2.4c	➤ (OFI-8b) Develop comprehensive list of SOPs with schedule for reevaluation	P2
					2.4d	➤ (OFI-8c) Improve systematic review of policies and procedures	P1
					2.4e	➤ (OFI-7) Expand project	P1

						planning and project management tools throughout the organization	
		2.5	Optimize the Use of Technology and Equipment	TBD	2.5a	➤ [7; O] Implement a new payroll timekeeping system	P2
					2.5b	➤ [4; W] Improve computer training (Lack of familiarity with general computer systems, eg, EAM)	P1
					2.5c	➤ [4; O] Implement remote monitoring at all Lift Station and low pressure stations	P1
					2.5d	➤ [4; O] Proactively map all LRD assets	P1
		2.6	Improve the Analytical Use of Data	TBD	2.6a	➤ Improve use & integration of databases	P1
					2.6b	➤ [4; S] CC: Data Rich & Data Driven & Not politically driven	P3
					2.6c	➤ [4; S] CC: Integration of Technology	P1
					2.6d	➤ (OFI-5b) Establish uniform Departmental dashboards	P1
					2.6e	➤ (OFI-5b) Implement systematic, monthly dashboard reviews	P2
					2.6f	➤ (OFI-10a) Develop targets for all metrics	P3
					2.6g	➤ (OFI-3) Develop in-house capacity to use quality tools for process improvement	P3
					2.6h	➤ (OFI-10b) Improve underperforming metrics	P3
		2.7	Improve Environmental Stewardship	TBD	2.7a	➤ [9; W] Re-vision the River Center	P1
					2.7b	➤ Improve targeted, educational programs	P2
		2.8	Improve Safety	-Lost time injuries	2.8a	➤ [4; O] Improve Safety Policies & Procedures	P1

3.0	Employee Learning and Growth	3.1	Maintain employee morale and satisfaction	-Overall Employee Satisfaction Survey Rating (Q#) -% Voluntary Turnover	3.1a	➤ [9; W] Need to maintain high staff morale	P1
					3.1b	➤ [7; S] CC: Attitude, diverse knowledge, motivation, tenure, willingness to accept change, Team Mentality	P1
					3.1c	➤ [5; W] Evaluate staffing needs among Departments (Workload is very high).	P2
					3.1d	➤ [5; S] CC: Quality Staff	P1
					3.1e	➤ (OFI-9) Assess employee satisfaction and engagement	P1
		3.2	Improve Employee Capabilities	TBD	3.2a	➤ [4; S] Transfer long-term knowledge to new employees	P1
					3.2a1	○ Use technology (e.g., GIS) to capture legacy knowledge and train employees	
					3.2a2	○ Use cross-training to improve employees' skill sets	
		3.3	Enhance Internal communication	-Employee Satisfaction Survey (specific questions on internal communication)	3.2b	➤ Conduct 'fire' drills to assess readiness to implement Emergency Conditions and Emergency Response Plans	P3
					3.3a	➤ Improve EAM reporting at all levels	P1
					3.3b	➤ Improve dashboard review and discussion at Division and Department levels	P2
4.0	Financial Stewardship	4.1	Ensure Prudent Financial stewardship	-Budget adherence (variance)	4.1a	➤ Continuously improve the Rate Study	P1

Successful Execution of the Strategic Plan

In implementing the Strategic Plan, LRD uses a tool called a dashboard. The dashboard provides a high-level view of the key performance indicators (KPIs) so that, at a glance, progress toward measurable targets can be easily discerned. The dashboard also will incorporate the current status of each prioritized initiative regarding timeliness, budget and scope.

Each prioritized improvement initiative requiring capital expenditures has a charter, which defines the business case, objectives, scope, responsible owners and milestones.

The dashboard KPIs and the initiative statuses will be updated and reviewed monthly to ensure that the KPIs stay within performance standards and the initiatives stay on schedule, on budget and within the defined scope.



Patrick Campbell
'Ins & Outs'

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
March 8, 2021, No Summons yet served on the District.
April 6, 2021, No Summons yet served on the District.
May 5, 2021, 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 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 Award Construction Contract – January 2021	2018	2021
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 Award Construction Contract – January 2021	2016	2021
	18870+18890 SE Country Club Dr (LP)	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	Thelma Ave. (LP)	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019 Notice To Connect – February 2021	2020	2020
EE	Hobart St SE (Martin Co.) (LP)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2021
	197 th Pl N (LP)	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015 Notice To Connect – February 2021		2020
	605+607 Military Trl (LP)	2	Notified Owners – June 2020 Notice of Intent – Jan 2021	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 Award Engineering Contract – January 2021	2017	2021
FF	Gardiner Lane-18205 (LP)	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	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	2021

* 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

CURTIS SHENKMAN, P.A.
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE (561) 822-3939
Curtis@PalmBeachLawyer.Law

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

May 6, 2021

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to S. Patel)
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



Loxahatchee River Environmental Control District Monthly Status Report May 5, 2021

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 May 5, 2021.

Alternate A1A 16-Inch Force Main Extension

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

- B&W is waiting for an original copy of the Maintenance Bond and Consent of Surety. Upon receipt, B&W will transmit the closeout package to the District for processing the final payment. All other closeout documents have been received.

Olympus Drive Force Main and Low Pressure Sewer Replacement

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

- Contractor has completed submittal of Maintenance of Traffic details to regulatory agencies and 99% of the required Shop Drawings.
- Notice to Residents will be distributed the week of May 3, 2021 and deliveries of materials are in process.
- Contractor will be mobilizing the week of May 3, 2021 and anticipates the start of the horizontal directional drill work the week of May 10, 2021.

Alternate A1A 24-Inch Force Main Cleaning & Inspection

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

- COVID spread through the ranks of the Contractor's staff more than anticipated, so the project was put on temporary hold. Road plates were placed on an open excavation on Dixie Highway just south of the bridge and the road opened to traffic.
- B&W is still waiting for a revised schedule indicating when the Contractor will re-mobilize. Prior to the COVID shutdown, the Contractor encountered difficulties getting past some failed liner in the pipe and a valve just south of the bridge. Upon the Contractor's return, the plan is to insert a camera into the pipe to inspect the valve to determine the proper course of action.

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

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

- Contract was awarded to Hinterland at the February 2021 Board Meeting.

- The District provided the executed contract with Hinterland on April 6, 2021. B&W has completed conforming the contract documents.
- B&W is coordinating with the District to schedule a pre-construction meeting. The District and Contractor have agreed to a tentative NTP date of June 28, 2021 for this project.

Lift Station Fall Protection Improvements

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

- Field measurement of hatch openings at all lift stations has been completed. Procurement is in process but delayed slightly as some sizing issues are being worked out with manufacturer of the grates.

GPR Locating Equipment Training

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

- The District provided the PO # for this project to B&W on March 24, 2021.
- B&W conducted the first training day event on April 30, 2021 with District staff.

Risk Management / Process Safety Plan

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

- The District provided the PO # for this project to B&W on April 15, 2021.
- B&W sent the District a data request check list on April 23, 2021.
- B&W has scheduled the site audit with the District for May 27, 2021.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.



Rebecca Travis, P.E.

Executive Vice President / Florida Division Manager

May 5, 2021

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

Subject: Monthly Progress Report

Dear Mr. Dean:

Our progress and anticipated work on the Odor Control Study and the MLS Bypass Study projects are described in the letter.

The following activities were conducted in the month of April for the Odor Control Study:

1. Task 2 – Review of Conditions of Existing WWTF and Preparation of Test Protocol has been fully completed
2. Task 3 – Sampling and Testing and Operational Assessment has been completed. Baseline Air Dispersion Modeling studies has been completed and results will be presented this month to the District staff.
3. Task 4 – Analysis and Presentation of Testing Results has been completed
4. Task 5 – Investigation and Evaluation of Odor Improvements is now underway
5. Task 6 – Development of Odor Control Engineering Report has been initiated and is now underway

Next month's activities include:

1. Air modeling studies for baseline and alternative conditions will be completed
2. Odor Dispersion modeling will be performed and essentially completed for alternatives evaluated
3. Investigation and Evaluation of Odor Improvements will be completed and reviewed with District
4. Draft engineering report will be prepared

The following activities were conducted in the month of April for the MLS Bypass Study:

1. Prepared Data Request List and submitted to District for gathering purposes
2. Prepared and held the project Kickoff Meeting.
3. Reviewed data received from the District.
4. Determined model network boundaries.
5. Coordinated clean up and modification of system shapefiles with GIS Subconsultant FTC to facilitate model construction.
6. Determined peaking factors using data provided.
7. Identified data gaps.
8. Identified pressure logger locations.

Mr. Kris Dean, P.E.
Deputy Director/Director of Engineering
May 5, 2021

Page 2

Next month's activities include:

1. Prepare and submit a Field Pressure Investigation / Model Calibration Plan.
2. Pressure loggers will be delivered on 5/6/2021 for District action throughout the month of May per proposed Field Pressure Investigation / Model Calibration Plan.
3. Strategic planning framework material will be finalized.
4. Processing of operational information for Task 2 will continue.
5. GIS Subconsultant will deliver dataset for Carollo's use in the InfoWorks model construction.

All project activities are on schedule.

Please let me know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



Elizabeth Fujikawa, P.E., LEED AP
Vice President

Loxahatchee River Environmental Control District
CMA Project Status Update
May 10, 2021

CMA Project/Proposal #	Name	Status
PROPOSALS		
None		
PROJECTS		
494.001	BLM House Demolition and Reconstruction	<ul style="list-style-type: none">• Pre-scope meeting conducted• Site visit conducted• CMA contract awarded at Board meeting 3/18/21• Project kick off meeting 4/8/21• Additional site visits performed• Draft interior layouts presented• Draft site layouts completed• Conceptual Design Submittal underway



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: May 13, 2021
Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through May 13, 2021. **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

- A Notice to Proceed for this project will be issued on June 21, 2021. A preconstruction meeting will be scheduled for the week prior to the Notice to Proceed.

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

- The generator start-up was held on April 8, 2021. Hinterland completed the installation of the junction terminal box the week of May 3, 2021. HCE is currently coordinating with the Contractor to schedule a final walkthrough and punchlist to close out the project.

SE Hobart Street Low Pressure Force Main System

- The record drawings have been completed. HCE has submitted certification packages to both the FDEP and Martin County to close out the permits for this project.

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

- A Notice to Proceed for this project is anticipated to be issued on May 31, 2021. HCE is currently coordinating in scheduling a preconstruction meeting for the week of May 24, 2021.



Jupiter Inlet Lighthouse Septic to Sewer

- The Palm Beach County Health Department permit has been issued. HCE has submitted the permit application to the Town of Jupiter. Upon issuance of the Town of Jupiter permit the project can proceed with bidding.

Lift Station Telemetry Improvements

- The draft technical memorandum was submitted to District staff on April 29, 2021. Upon receipt of comments from the District, the HCE team will finalize the technical memorandum and proceed with the design of the project.

Rolling Hills Gravity Sewer System, Lift Station, & Force Main

- HCE is currently working on the 60% design submittal. The 60% design package will be submitted to the District by May 21, 2021.

Injection Well Pump Manual Transfer Switch Addition

- The 60% design submittal and draft Standard Operating Procedure (SOP) was submitted to District staff on April 15, 2021. Comments were received from the District on April 27th. A review meeting will be scheduled for the week of May 17, 2021. The HCE team will have the final design drawings complete within 20 days of the review meeting.

Operational Greenhouse Gas Emissions and Cost Assessment

- *The greenhouse gas framework and interface development, inventory development, and emissions factor and unit cost library will be completed within three months from receipt of the requested information from the District and the Solid Waste Authority.*

Emergency Response ESRI Collection Tool & Synovia Vehicle Tracking Assistance

- HCE has updated the existing hurricane collector maps to include the updated low pressure and lift stations. The existing collector maps' symbology was updated to correct issues with syncing offline maps back to the Online data source. The maps are in the process of testing now and should be available for emergency data collection soon.



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1425 W Cypress Creek Road, Suite 101 • Fort Lauderdale, FL 33309 • Phone 954-776-1616

**Loxahatchee River Environmental Control District
Master Plan 20-AC “Sierra Square” @ 9278 Indiantown Rd
LRECD PO# 21-0649 / KCI #482021095.01**

Progress Report

To: Mr. Kris Dean, P.E., Deputy Executive Director/Director of Engineering
From: Todd Mohler, RLA, KCI, Project Manager
Date: May 6, 2021

ACTIVITIES

KCI Technologies progress report updates for the current billing period are:

Activities and Support:

1. **Survey:** Boundary reconnaissance and the establishment of horizontal and vertical control complete. In the process of obtaining topographic information on Indiantown Road. Will work north to south.
2. **Environmental:** Fieldwork and field tagging complete. Report in progress.
3. **Civil Engineering:** Due diligence in progress. Contacted SIRWCD, Town of Jupiter, Palm Beach County, and LRD Engineering.



Busch Wildlife Sanctuary

The 2nd Quarter Report will be presented at
the July 2021 Board Meeting.

J:\Board\Notebook\BWS No Update





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 |





LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Governing Board
FROM: Kara Fraraccio, Director of Finance and Administration
DATE: May 14, 2021
SUBJECT: Monthly Financial Report

Stephen B. Rockoff
BOARD MEMBER

Cash and Investments

Dr. Matt H. Rostock
BOARD MEMBER

Balances as of April 30, 2021

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
Bank United	4 Months	07/11/21	0.15%	\$ 1,053,364	\$ 130	\$ 1,053,576
Bank United	6 Months	09/12/21	0.15%	1,571,460	194	1,572,026
Bank United	6 Months	08/19/21	0.20%	1,000,000	164	1,000,384
Bank United	6 Months	08/19/21	0.20%	1,000,000	164	1,000,384
Bank United	6 Months	08/19/21	0.20%	1,000,000	164	1,000,384
Subtotal				\$ 5,624,824	\$ 816	\$ 5,626,754
Money Market Accounts:						
Synovus - Public Demand			0.30%		\$ 3,048	\$ 12,361,383
TD Bank - NOW			0.15%		1,018	8,254,718
Subtotal					\$ 4,066	\$ 20,616,101
Checking Account:						
SunTrust-Hybrid Business Account			0.50%		\$ 5,319	\$ 13,459,515
Subtotal					\$ 5,319	\$ 13,459,515
Total					\$ 10,201	\$ 39,702,370

Average weighted rate of return on investments is: .33%

As of 4/30/21:

3 month Short Term Bond: .01%

1 month Federal Fund Rate: .25%

2500 Jupiter Park Drive
Jupiter, Florida 33458

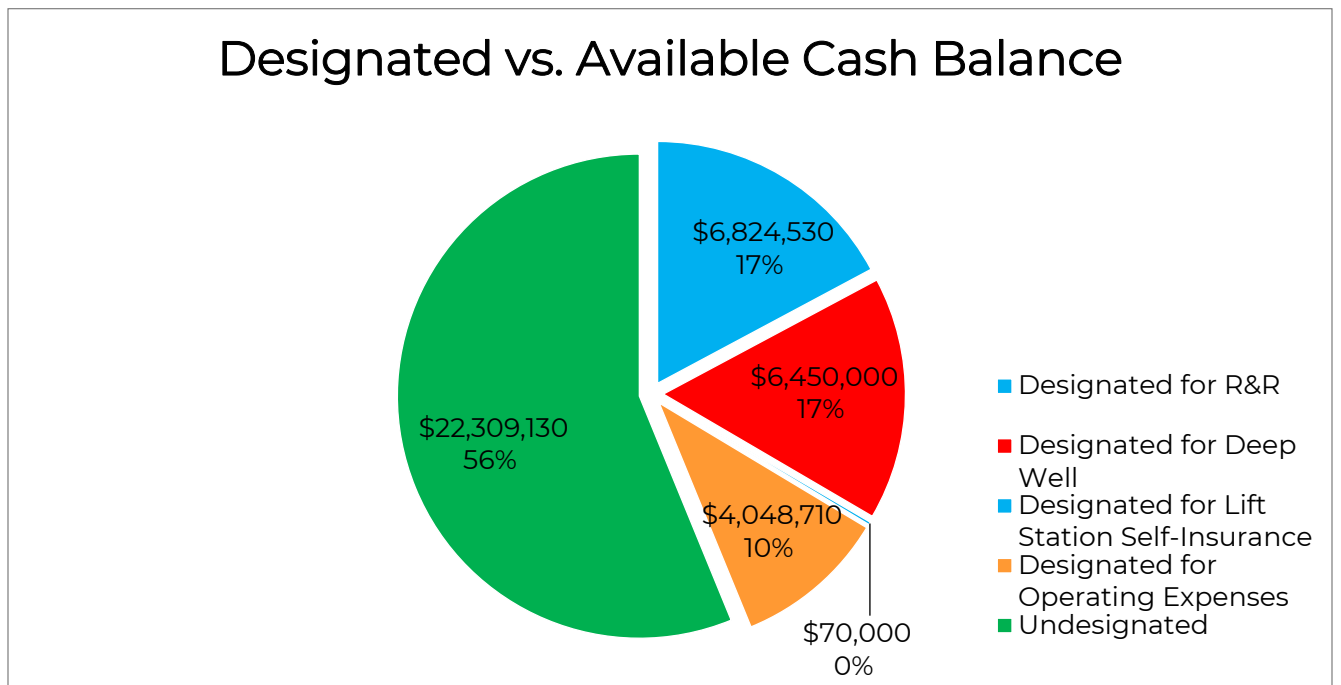
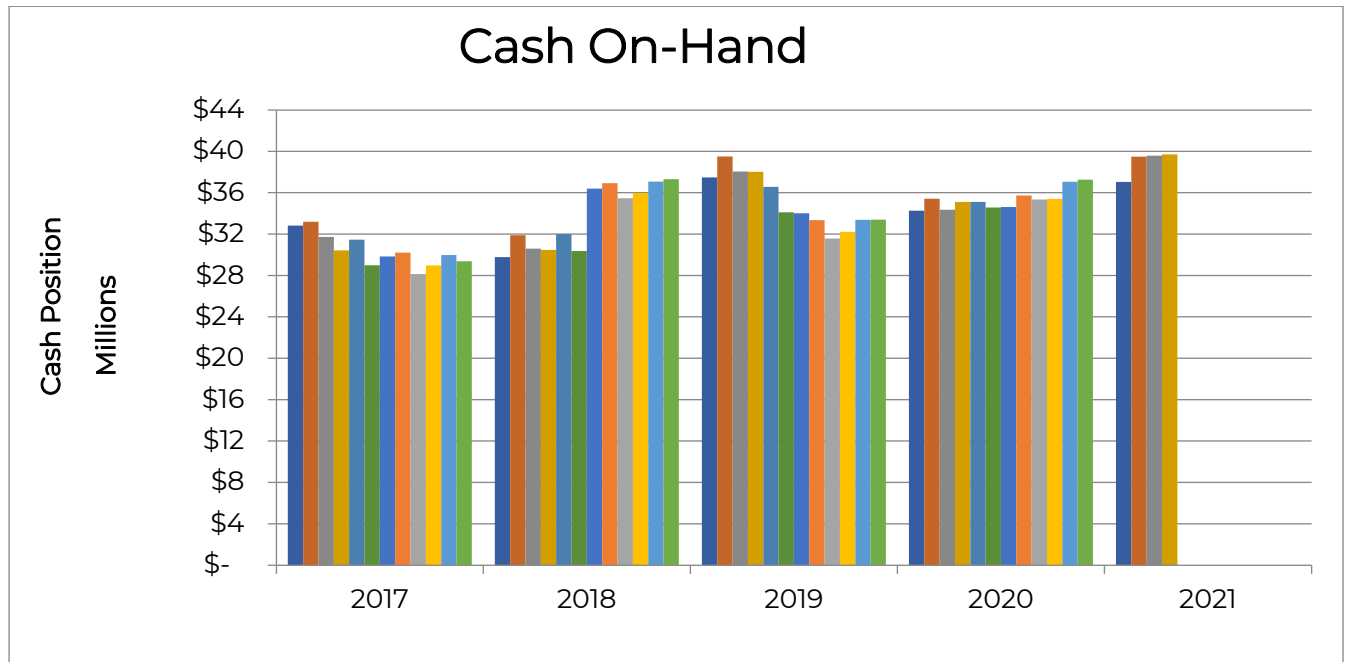
TEL: (561) 747-5700

FAX: (561) 747-9929

Cash position for April 2020 was \$35,108,854. Current Cash position is up by \$4,593,516.

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



Financial Information

- Legal Fees billed in April totaled \$13,515. The fiscal year-to-date total is \$55,085.
- There was no Septage billing for the month of April. The fiscal year-to-date total is \$165.
- Developer's Agreement – There were no new Developer Agreements in April.
- I.Q. Water Agreements – All IQ Water Agreements are current.
- Estoppel fees collected in April totaled \$11,350. The fiscal year-to-date total is \$65,900.

Summary of Budget vs. Actual

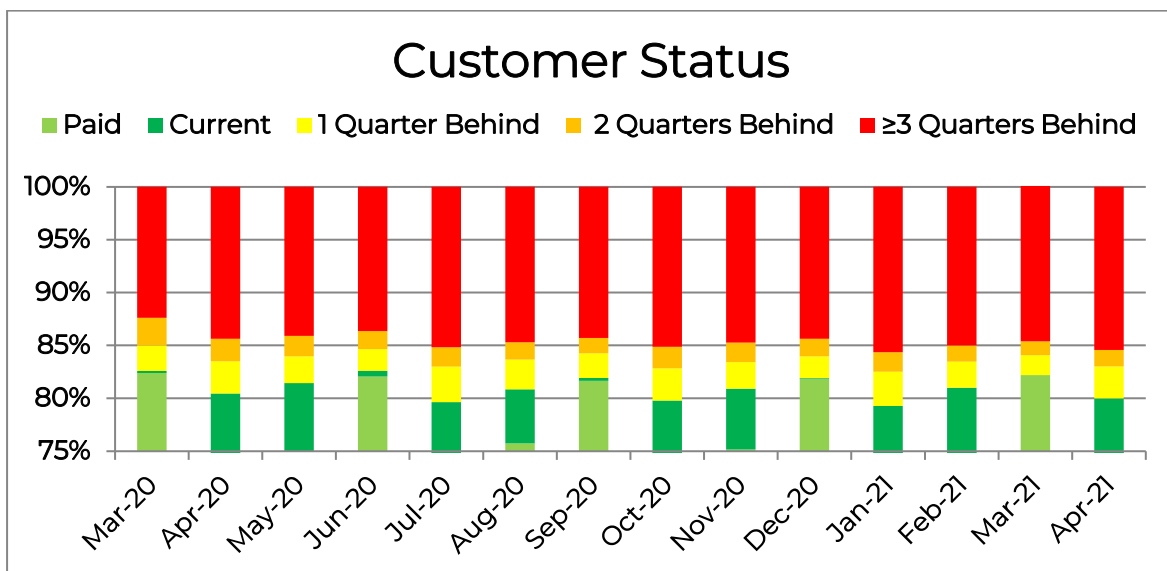
<i>Budget Benchmark</i> 58.33%	Apr-21 Actual	YTD Actual	FY 21 Budget	Favorable (Unfavorable)	Budget Expended	Apr-20 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$1,380,231	\$9,733,811	\$ 17,670,500	\$ (7,936,689)	55.09%	\$9,895,027
Standby Sewer Service	6,968	55,515	90,000	(34,485)	61.68%	53,352
IQ Water Charges	190,699	1,328,296	2,250,000	(921,704)	59.04%	1,395,377
Admin. and Engineering Fees	2,064	24,466	73,000	(48,534)	33.52%	76,126
Other Revenue	57,164	230,328	410,000	(179,672)	56.18%	240,595
Subtotal Operating Revenues	1,637,126	11,372,416	20,493,500	(9,121,084)	55.49%	11,660,477
Capital Revenues						
Assessments	561,656	1,838,681	931,500	907,181	197.39%	1,039,831
Line Charges	9,939	120,755	203,000	(82,245)	59.49%	279,461
Plant Charges	36,611	496,130	932,000	(435,870)	53.23%	448,984
Capital Contributions			800,000	(800,000)	0.00%	163,877
Subtotal Capital Revenues	608,206	2,455,566	2,866,500	(410,934)	85.66%	1,932,153
Other Revenues						
Grants						
Interest Income	35,963	662,399	648,000	14,399	102.22%	880,477
Subtotal Other Revenues	35,963	662,399	648,000	14,399	102.22%	880,477
Total Revenues	\$ 2,281,295	\$ 14,490,381	\$ 24,008,000	\$ (9,517,619)	60.36%	\$ 14,473,107
Expenses						
Salaries and Wages	\$416,610	\$2,942,630	\$ 5,960,700	\$ 3,018,070	49.37%	\$2,954,148
Payroll Taxes	30,219	209,216	428,900	219,684	48.78%	222,068
Retirement Contributions	58,896	443,979	889,100	445,121	49.94%	454,016
Employee Health Insurance	103,224	722,856	1,478,400	755,544	48.89%	697,115
Workers Compensation Insurance	20,360	48,612	86,800	38,188	56.00%	86,417
General Insurance	138,495	355,758	386,895	31,137	91.95%	214,520
Supplies and Expenses	89,369	501,289	1,128,000	626,711	44.44%	563,554
Utilities	198,822	739,175	1,399,225	660,050	52.83%	707,529
Chemicals	35,380	187,069	379,000	191,931	49.36%	213,740
Repairs and Maintenance	170,842	966,024	1,948,070	982,046	49.59%	1,121,621
Outside Services	223,059	1,065,346	1,884,750	819,404	56.52%	924,664
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,485,276	8,181,954	16,194,840	8,012,886	50.52%	8,159,392
Capital						
Capital Improvements	126,573	1,510,135	10,994,500	9,484,365	13.74%	4,411,471
Subtotal Capital	126,573	1,510,135	10,994,500	9,484,365	13.74%	4,411,471
Total Expenses	\$ 1,611,849	\$ 9,692,089	\$ 27,189,340	\$ 17,497,251	35.65%	\$ 12,570,863
Excess Revenues						
Over (Under) Expenses	\$ 669,446	\$ 4,798,292	\$ (3,181,340)	\$ 7,979,632		\$ 1,902,244

Pending/Threatened Litigation

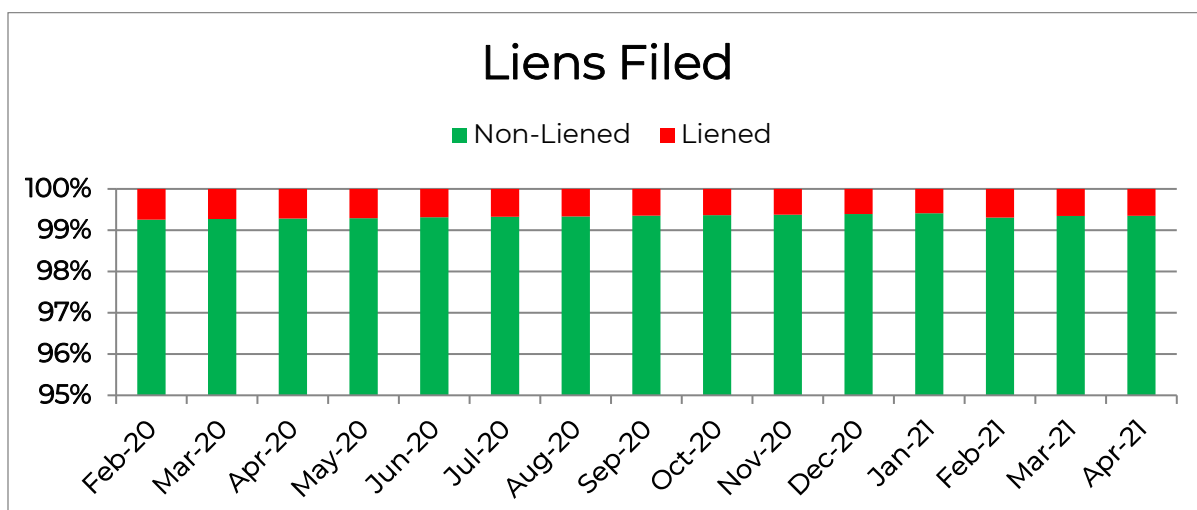
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District's General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent 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 80% billing.



The District serves approximately 33,000 customers. Currently, the District has 216 liens filed which represent approximately 1% of our customers.





LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director/Director
of Engineering Services
DATE: April 7, 2021
SUBJECT: Engineering Services Report

Project highlight

Lift Station Red Light: This month we continue to focus on lift station red lights. Combined efforts on multiple fronts are showing initial indications of excellent results. The percentage of stations with repeat red light issues is down from 58% of red lights to 18% of red lights from the 1st to 2nd quarter 2021. This is being driven by a focus on pump performance and systematic wetwell cleaning efforts (see Bud's IT report). As we continue these efforts and monitor system performance, we anticipate seeing significant reductions in stations alarms and overtime as well as increased preventative maintenance productivity.



In-house Projects

Lift Station Rehabilitations General Construction Services: Collections and Inspections are working collaboratively to schedule the 20 lift station full inspections noted last month. We are scheduled for 1 per week, completing current open inspections in late July/early August.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

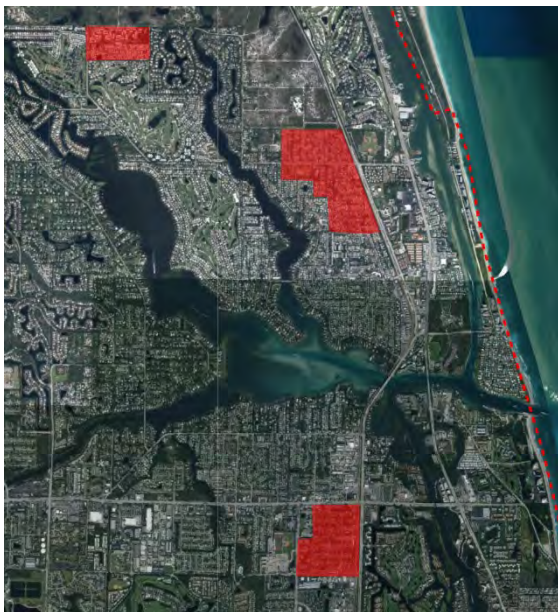
FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

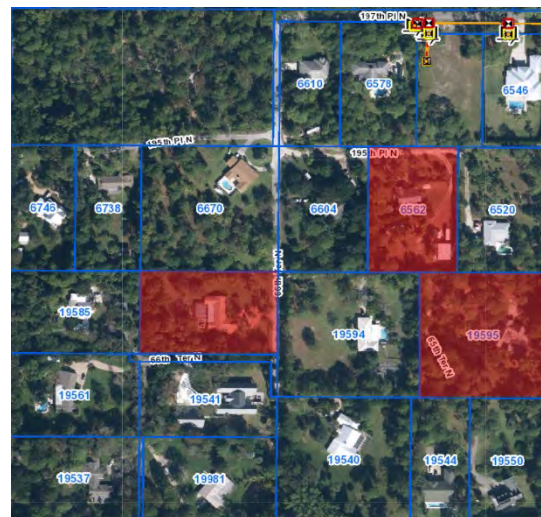
181st Street Gravity Sewer System: The Notice to Proceed will be issued effective May 21, 2021 with an anticipated final completion in December 2021.

Neighborhood Sewering/Remnant Properties: Preliminary Assessments are included for 18870/18890 SE Country Club Drive, Thelma Avenue, 18205 Gardiner Lane and 197th Place North in this month's notebook and next month we anticipate preliminary assessment for SE Hobart Street. Once completed we will move forward with 605 and 607 Military Trail to close out the Remnant Areas on our Neighborhood Sewering Schedule. At this time, we will wrap back around with IT and customer service and re-evaluate our system to confirm remnant areas on public right of way or with easement access have all been captured.



Fiscal Year 2021 Main and Lateral Lining Projects: This month staff has included a recommendation of award for a piggyback contract to provide cleaning, TV inspection and manhole inspections in LS018, 041, 050 and 054 collection systems. As this work is performed staff will pursue other contract options to perform lining and manhole rehabilitation identified for the TV inspection and manhole inspection report.

19595 66th Terrace Low Pressure Sewer: Three properties agreed to participate in the 66th Terrace Low Pressure Sewer project under Statutory Way of Authority. We are moving forward with the project using staff for design and permitting and anticipate completion this year.

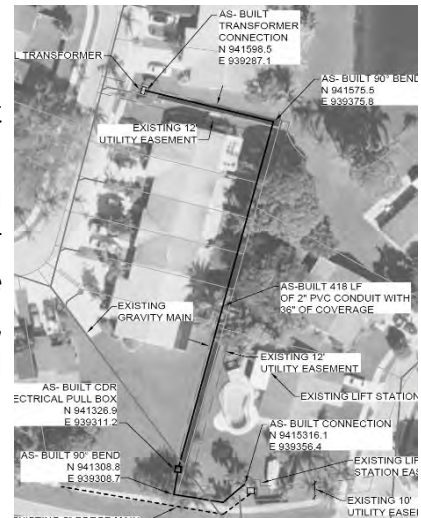


CONSTRUCTION

Construction is still working diligently to organize, plan and schedule the backlog of work within the department. The procedures required to evaluate and plan the work are taking longer than expected, but the effort will pay off in the long run. These procedures, once learned and implemented, will streamline the continuous flow of work coming through construction and ensure the work is performed to District Standard's and in compliance with regulatory authorities.

Meanwhile, there is still work to be done.

Construction managed an FPL service replacement at LS 204. The service failed and staff placed a generator onsite to maintain station operation which quickly led to noise complaints for surrounding residents. Construction staff were able to coordinate the service replacement with FPL, various contractors and Town building and engineering departments



Our construction department leads the low pressure system emergency response and has been busy in April coordinating with contractors and performing annual preventative maintenance on small low pressure generators used by staff as part of a emergency response.

COLLECTIONS AND REUSE

Preventative maintenance continues to be the main focus. Bud's IT report includes collaborations between IT and Collections on tools to track and evaluate wetwell cleaning. The analytics show our current wetwell cleaning program is predominantly reactive with more than 98% of wetwell cleanings occurring as a corrective action (wetwell had already reach a point where operation was impaired or in danger of being impaired). We are currently evaluating the historical wetwell cleaning data and setting up regular interval scheduled maintenance to address these.



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There was 1 unauthorized discharge in the collection/transmission/distribution system in January.

A 1,000 gallon unauthorized discharge of sewage occurred on Jupiter Park Drive when a contractor installing a directional bore for FPL hit our force main and a TECO gas main. The unauthorized discharge flowed 300 feet westward along Jupiter Park Drive into a storm drain and retention pond on the north side of roadway. The unauthorized discharge was isolated by closing off several lift station systems and isolating valves feeding the force main. Isolation of system was delayed due to the damaged natural gas main which prohibited crews from entering the area until gas line was isolated. After approval to enter, the area was disinfected with lime and 10,000 gallons of liquid from vacuumed from the affected storm system.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

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

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

DATE: May 14, 2021

SUBJECT: April 2021 Operations Department Monthly Report

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

Treatment Plant Division/ Maintenance Department

Overall, the month of April was productive with all monthly reports prepared and submitted on time. There is one (1) possible permit exceedance this month. The possible permit exceedance is due to the Town of Jupiter (TOJ) delivering a daily flow of 3.013 million gallons (MG) of nano-concentrate on April 7, 2021. This flow value exceeds the Maximum Daily permit threshold of 3.0 MG. District Staff are in the process of reviewing the flow data and have been in contact with Staff at TOJ to confirm the nano-concentrate flow data value. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of April were within the same order of magnitude as the flows recorded during the month of March. The Average Daily Flow (ADF) during April was 7.32 million gallons per day (MGD) vs. 7.44 MGD in March. The Maximum Daily Flow (MDF) during April was 7.82 MGD vs. 7.87 MGD in March. The Peak Hour Flow (PHF) during April was 7,250 gallons per minute (gpm) vs. 7,819 gpm in March. The total rainfall during the month of April was 4.58 inches which was a moderate increase when compared to the month of March when we received a total rainfall of 1.31 inches.

The plant experienced one (1) unauthorized discharge during the month of April. The discharge occurred due to the failure of the shaft seal packing on the discharge check valve at one of the deep bed filter backwash pumps. A total of 1-gallon of secondary effluent was released onto the ground adjacent to the valve. The ground was disinfected using lime and the spill reported to the appropriate regulatory agencies.

2500 Jupiter Park Drive
Jupiter, Florida 33458

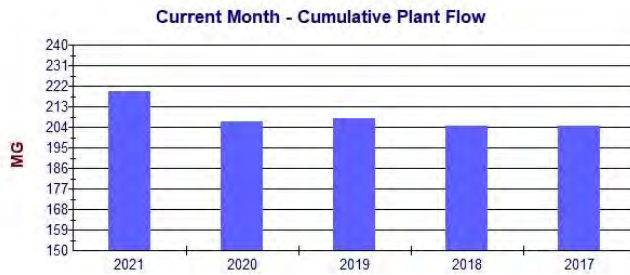
TEL: (561) 747-5700

FAX: (561) 747-9929

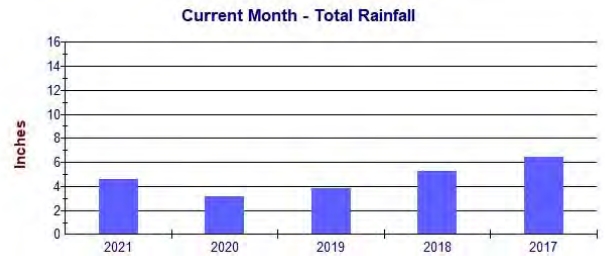
loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

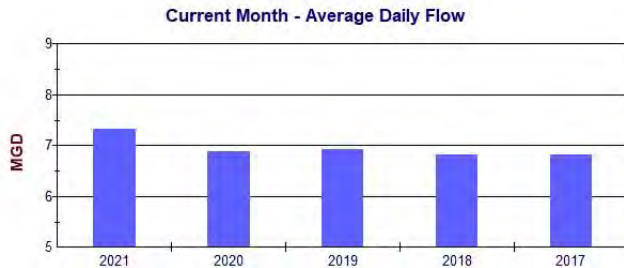
GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA



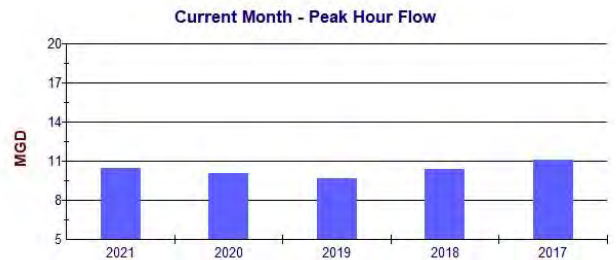
The Cumulative Influent Flow to the plant for the month of April was 219.60 million gallons.



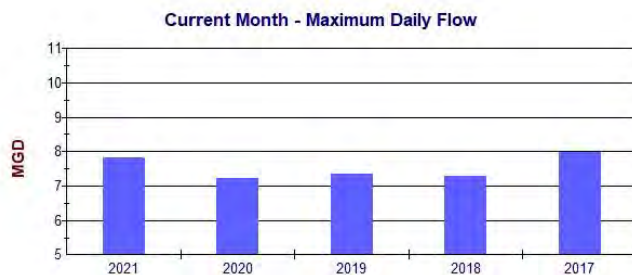
4.58 inches of total rainfall was recorded at the plant site during the month of April.



The Average Daily Flow (ADF) for the month of April was recorded at 7.32 MGD compared to 6.89 MGD one year ago, for the same month.

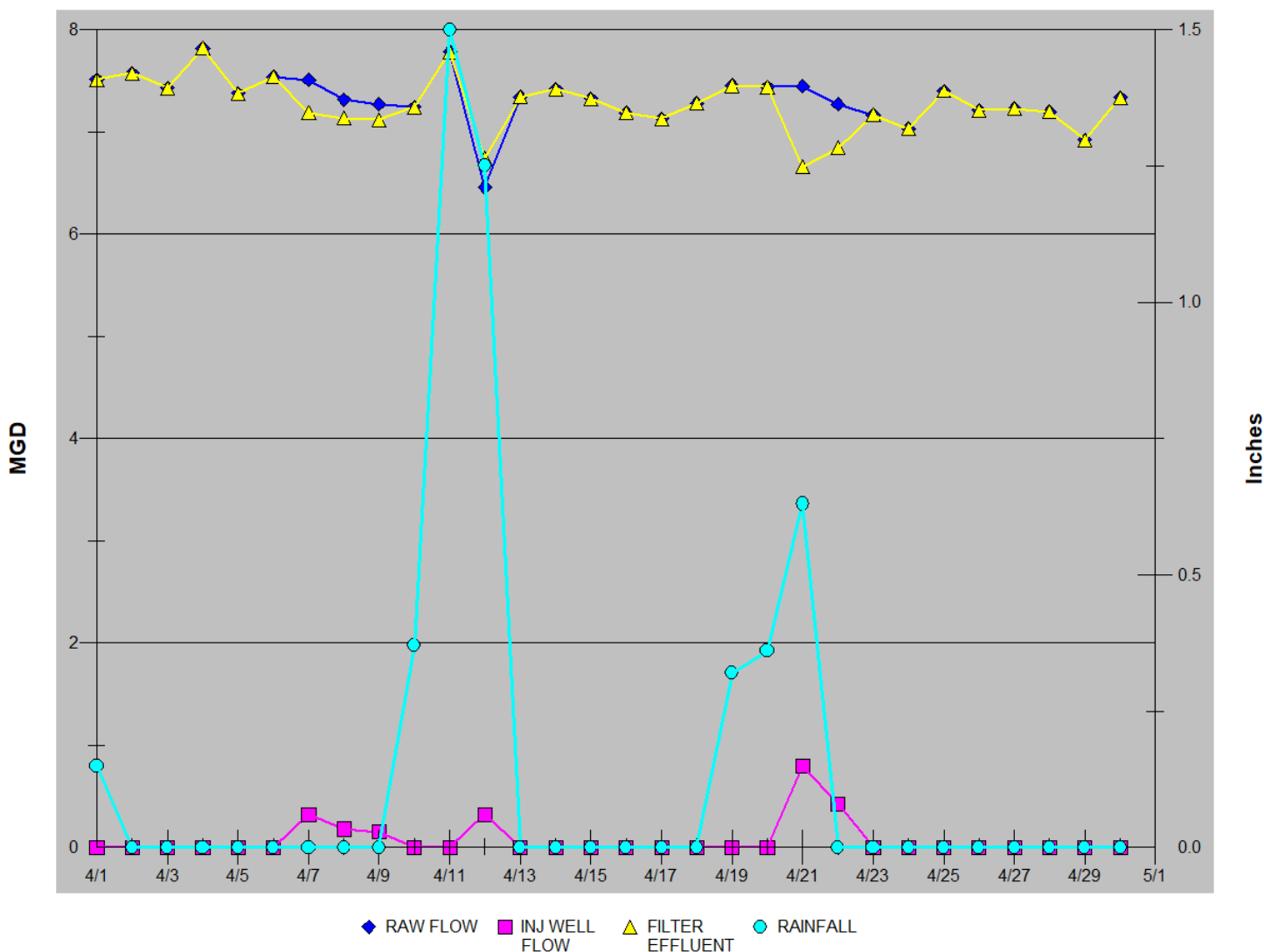


The Peak Hour Flow (PHF) for April was 7,250 GPM which equates to an equivalent daily rate of 10.44 MGD.



The Maximum Daily Flow (MDF) in April was 7.82 MGD.

For the month of April, the cumulative influent flow to the plant was 219.60 MG of which 218.02 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 4.58 inches of rainfall was recorded at the site during the month and 2.19 million gallons of blended effluent was diverted to the Deep Injection Well. Blended effluent was intermittently diverted to the Deep Injection Well as part of the completion of the Mechanical Integrity Test activities and to assess the operation of the replacement variable frequency drives dedicated to IW Pump No's 3 and 4. Overall, 99.28% of the plant influent flows were treated and



available for reuse as IQ water. The plant delivered a total of approximately 261.68 million gallons of IQ water to the reuse customers during the month of April.

Year to date (i.e., Calendar Year 2021), approximately 93.33% 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 932.57 million gallons.

All monthly reporting was submitted on time.

Treatment Plant:

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 completion of the five-year Mechanical Integrity Test (MIT) activities for the District's Deep Injection Well (DIW). As outlined in the District's Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) permit, the District is required to perform a full MIT test every 5-years to verify the integrity of the DIW. It should be noted that since the District receives nano-concentrate from the Town of Jupiter, FDEP also requires the District to perform an interim MIT which includes a well casing pressure test, only.

The full, 5-year MIT includes the following test activities:

- Injection Casing Pressure Test
- Video Survey
- Radioactive Tracer Study
- Temperature Log

The MIT test also included the completion of a detailed review of the monitoring and analytical data for the shallow, intermediate and deep zone monitoring wells located immediately adjacent to the DIW. The MIT test was required to be completed no later than April 13, 2021. All MIT test activities were completed by April 6, 2021. The results of the MIT activities indicate that the DIW has mechanical integrity and is suitable for continued use in accordance with the permit conditions/requirements outlined in the District's FDEP UIC permit. The Operations Team is in the process of finalizing the Mechanical Integrity Test Report for submission to FDEP for review and final approval. One thing of note is that the District was capable of performing all engineering and certification services in-house due to the diverse capabilities of the Operations Team. Engineering and certification services for previous MIT events were provided by outside consultants. The ability to perform this work in-house resulted in Operations Staff being more engaged in the process which increased their overall knowledge and resulted in a significant cost savings to the District.



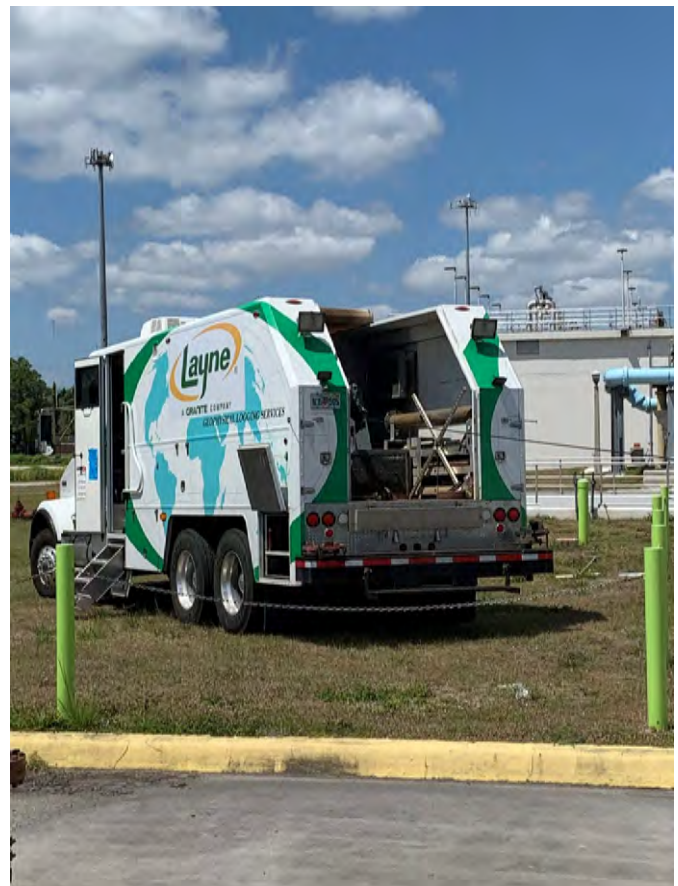
Injection of Brine Solution for Salt Plug



Removal of DIW Wellhead Piping



Install of Inflatable Packer for Casing Pressure Test



Geophysical Logging Truck

During the month of April, Operations Staff (both Operators and Maintenance Team) demonstrated, yet again, how nimble and competent they are at responding to emergency situations. The emergency situation occurred at the headworks structure when a heavy rainfall event caused water to seep into an electrical junction box and subsequently to the Headworks Motor Control Center (MCC) through the interconnecting conduits. The water ended up shorting out and disabling all power (i.e. primary and emergency/back-up) sources at the headworks. The Operations staff responded quickly to mitigate a potential unauthorized discharge at the headworks structure by placing the structure in the manual bypass mode which includes manually opening the headworks screening unit bypass gate. Under this scenario, all influent plant flows are diverted through a manual bar rack which is then manually raked by the Operators to remove larger rags and debris from the influent flow. Once the headworks was placed in the manual bypass mode, Operations and Maintenance Staff worked together to troubleshoot the issue and systematically identify the root cause of the problem. Upon identifying the problem, Plant Electricians Bob Ward and Kemm Peeples worked diligently to make all necessary repairs to bring the headworks electrical system back online. The total duration of the shut-down was approximately 2.5-hours. To mitigate the re-occurrence of this issue the existing junction boxes, which have top entry conduits, are scheduled to be replaced with new junction boxes with side entry conduits. In addition, an SOP was drafted (and is currently under review) to provide clear direction on how to place the headworks structure in the manual bypass mode.



Screening Unit No. 2 Local Disconnect Panel



Manual Bar Rack and Cleaning Process

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.

During the month of April, the Maintenance Team installed a new segment of split-rail fencing along the east side of the main entrance driveway. The fencing was installed based on discussions during the District’s Safety Committee meeting. During recent months, there was a noticeable increase in the number of site visitors to Busch Wildlife who would wander into the area west of the entrance driveway which includes a wooded area and pond. Since its installation the number of wandering visitors has been significantly curtailed.



New Segment of Split-Rail Fencing – Photo 1



New Segment of Split-Rail Fencing – Photo 2

Another significant project initiated by the Maintenance Team during the month of April was the replacement of the variable frequency drives (VFD's) dedicated to each of the four (4) 250-horsepower deep injection well pumps. The VFD's were previously direct purchased by the District. The installation of the units required significant coordination between the Maintenance Team, Plant Operators and the installing Contractor. The work was phased so that a minimum of two (2) DIW pumps would be available at all times during the installation period. The installation period was selected based on the available IQ storage in the IQ lakes and based on forecasted weather conditions. Under this scenario, treated effluent could still be diverted to the DIW in the event of a process upset. The installation of the first two (2) VFD's for Pump No.'s 3 and 4 was completed without any issues. The installation and start-up of the final two (2) VFD's for Pump No.'s 1 and 2 is in process and will be completed during the next monthly period.



Removal and Installation of DIW Variable Frequency Drives



Replacement DIW Variable Frequency Drives

Lastly, the Maintenance Team worked closely with the Operations Team during the completion of the Mechanical Integrity Test for the DIW. With the DIW out-of-service and the artesian pressure equalized using a salt solution (i.e. plug), Maintenance Staff took the opportunity to replace critical components of the wellhead piping once the MIT Contractor removed the well head. As part of previous inspections, Operations discovered that the ductile iron flange collar on the wellhead reducer fitting was corroded and replacement was warranted. Maintenance Staff removed the existing reducer fitting and installed a new 24-inch by 12-inch ductile iron reducer fitting. Maintenance Staff also replaced the 24-inch by 2-inch stainless steel saddle fitting used to connect the wellhead pressure transmitter tubing. The collaborative work between District Staff and the MIT Contractor went seamlessly.



Replacement Reducer on DIW Wellhead



Replacement Pressure Transmitter Saddle



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: May 13, 2021
SUBJECT: Information Services Monthly Governing Board
Update for April 2021

WildPine Ecological Laboratory

DEP Innovative Technologies Water Quality Improvement Project

Over the past few weeks, we have worked through some major milestones toward the NBOT Project. This month we have two contracts for the Board's consideration, and we will feature an update on the project as part of the Watershed Status report.

Dubois Park Fecal Indicator Bacteria Study

LRD Staff has completed the Dubois Park Fecal Indicator Bacteria (FIB) 2014-2021 Study Summary Report (April 2021). Back in 2014 staff from the Palm Beach County Parks and Recreation Department and the LRD met to discuss the potential for creating *prospective* guidelines to issue swimming recommendations based on historical FIB data, rather than the retrospective advisories based on water conditions the previous day, which occurs now. Since then, we conducted a variety of studies to improve our understanding of the bacteria in the drainage basin, tidal classifications, model verification, notification/flag suggestions, and Microbial Source Tracking (MST). All of this information is synthesized in a comprehensive report that we will publish to our website following final review by Palm Beach County Parks and Recreation Staff. We look forward to providing this new guidance to the public based on the Lab's excellent work as we enter the busy summer recreation months.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

In addition to the report, River Center Staff helped develop a draft, 2-page fact sheet to communicate the swimming conditions to the public.



Dubois Swimming Lagoon is a popular swimming area for children (red on map) that often has high levels of harmful bacteria, which are associated with human pathogens. These may cause skin, eye, ear, respiratory irritations and gastrointestinal issues, especially when ingested.

Florida Department of Health regularly tests levels of harmful bacteria in Dubois Swimming Lagoon and issues advisories after high levels of bacteria have been found.

The Loxahatchee River District has developed a tool to predict when excessive levels of harmful bacteria are likely to be present. [See report.](#)



The following guidelines are provided to help you avoid Dubois Swimming Lagoon when bacteria are most likely to be present in harmful amounts.

Low Hazard
Lifeguards: Fly a green flag during incoming tide and high tide.

Swimmers: During an incoming tide bacteria may be present, but not likely to be at harmful levels.

Caution
Lifeguards: If there has been NO rain in the past week, fly a yellow flag during outgoing tide and low tide.

Swimmers: Children and individuals with existing ear, eye, gastrointestinal, respiratory, or skin issues should avoid swimming during outgoing and low tides because harmful bacteria are more likely to be abundant.

High Hazard
Lifeguards: If there has been ANY rain in the past week, fly a purple flag during outgoing and low tides.

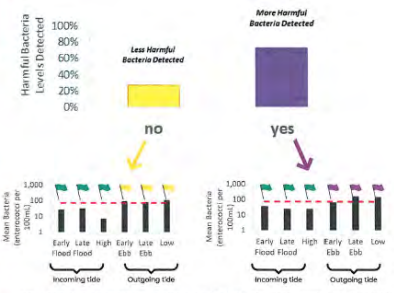
Swimmers: If there has been ANY rain in the past week, there is a very high chance of encountering harmful bacteria during outgoing and low tides. Swim at your own risk.



The following proactive guidelines are provided to help you avoid Dubois Swimming Lagoon when bacteria are most likely to be present in harmful amounts.

Has it rained in the past week?

Harmful bacteria levels are more likely to occur during outgoing and low tides, especially after rain.



--- When bacteria levels exceed the red dashed line, the Health Department issues a health advisory because bacteria levels were high enough to be considered a potential health risk to the public. [See Health Department website for additional information.](#)

No Rain in prior week	
Incoming Tide	Green Flag
High Tide	Green Flag
Outgoing Tide	Yellow Flag
Low Tide	Yellow Flag

Rain in prior week	
Incoming Tide	Green Flag
High Tide	Green Flag
Outgoing Tide	Purple Flag
Low Tide	Purple Flag

You are **most likely** to encounter harmful bacteria levels in Dubois Swimming Lagoon during outgoing and low tides if it has rained in the prior week (purple flag). Swim at your own risk.

Harris, E. et al. 2021. Dubois Park Fecal Indicator Bacteria (FIB) 2014-2021 Studies Summary. [Loxahatchee River District Report.](#)

Riverkeeper Project

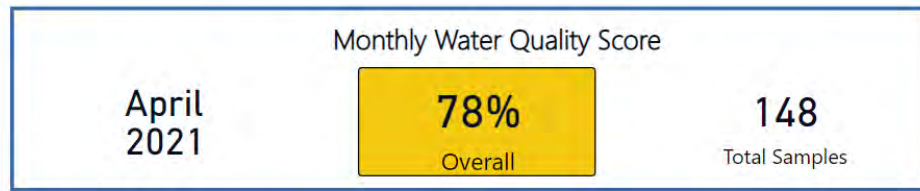
In April, lab staff and our partners collected water quality samples from 27 monitoring stations throughout the watershed. The overall water quality score for April 2021 was fair with 76% of all samples meeting the EPA/DEP water quality criteria. This was down from last month's score at 89%, and last year's (April 2020) 82% (see score card below). We collected a total of 67 bacteria samples in support of several projects, including the weekly bacteria monitoring program and our partnership project with Town of Jupiter working in Jones and Sims Creeks.

Despite the lower overall score, both Nitrogen and Phosphorus scores were good in April at 93% and 81% and were similar to historical results. However, Chlorophyll scored poor/red (52%) against the stringent criteria, down from last month's fair/yellow score (63%) but similar to April 2020 (48%). For the combined fecal indicator bacteria (fecal coliforms in all waters, enterococci in marine and brackish waters and E. coli in fresh waters), April scores were good with 81% of samples meeting DEP's Surface Water Quality Standards, but declined slightly from historical values.

4/1/2020 4/30/2021

Loxahatchee River District Water Quality Scorecard Results scored to FDEP/EPA Water Quality Criteria

Green - Good: 80% - 100%
Yellow - Fair: 60% - 79.9%
Red - Poor: < 60%



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

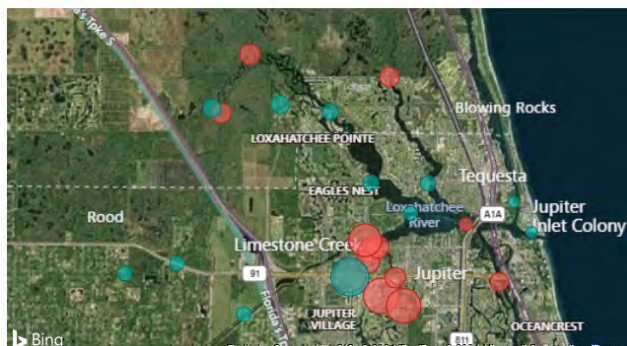
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2021	April	148	78%	27	93%	27	81%	27	52%	67	81%
2021	March	122	89%	16	100%	16	100%	16	63%	74	91%
2021	February	133	84%	23	91%	23	96%	23	65%	64	84%
2021	January	147	84%	27	93%	27	85%	27	78%	66	83%
2020	December	128	87%	17	100%	17	100%	17	100%	77	78%
2020	November	157	90%	27	93%	27	78%	27	96%	76	70%
2020	October	149	66%	28	89%	28	46%	28	46%	65	74%
2020	September	134	77%	17	100%	17	88%	17	59%	83	73%
2020	August	147	90%	27	96%	27	85%	27	70%	66	76%
2020	July	152	70%	28	82%	28	57%	28	46%	68	81%
2020	June	122	71%	16	88%	16	69%	16	63%	74	70%
2020	May	136	72%	22	95%	22	86%	22	55%	70	66%
2020	April	150	82%	25	100%	25	80%	25	48%	75	83%
Total		1825	78%	300	93%	300	79%	300	64%	925	78%

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

April 2020

Chlorophyll a (ug/L)

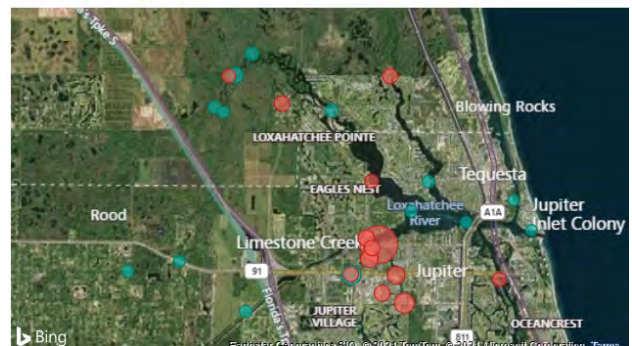
CHL_Score ● GOOD ● POOR



April 2021

Chlorophyll a (ug/L)

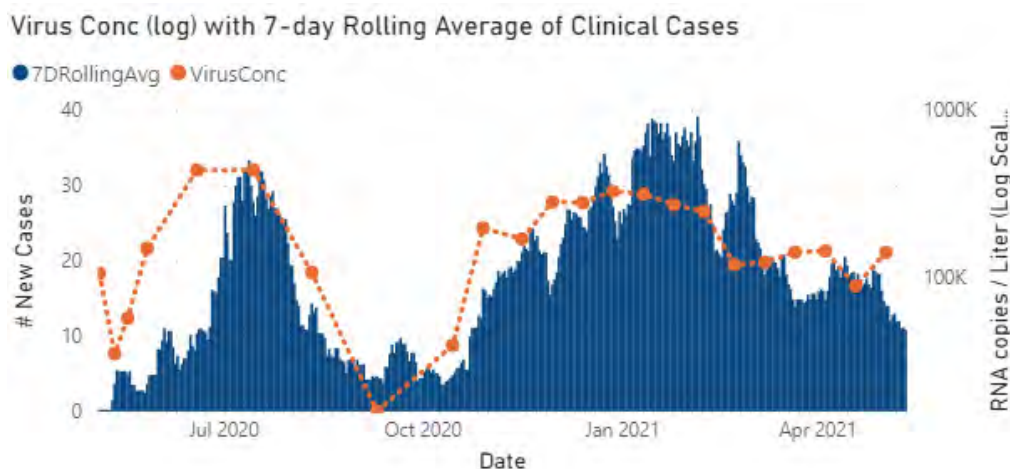
CHL_Score ● GOOD ● POOR



Chlorophyll (CLA) scores often decline in April as temperatures increase and sparse rainfall results in low flow conditions, both contributing to increased algae productivity. Last year (2020), the overall CLA score was 48% (9 sites good out of 15) and this year was 52% (10 good out of 16) and declined from March. The highest CLA value was at the mouth of Jones Creek (Station 71) at 51 ug/L. At these high levels, there is the potential for harmful blue green algae to develop so we will be on the lookout for any visual blooms that staff can sample and send to FDEP for analysis.

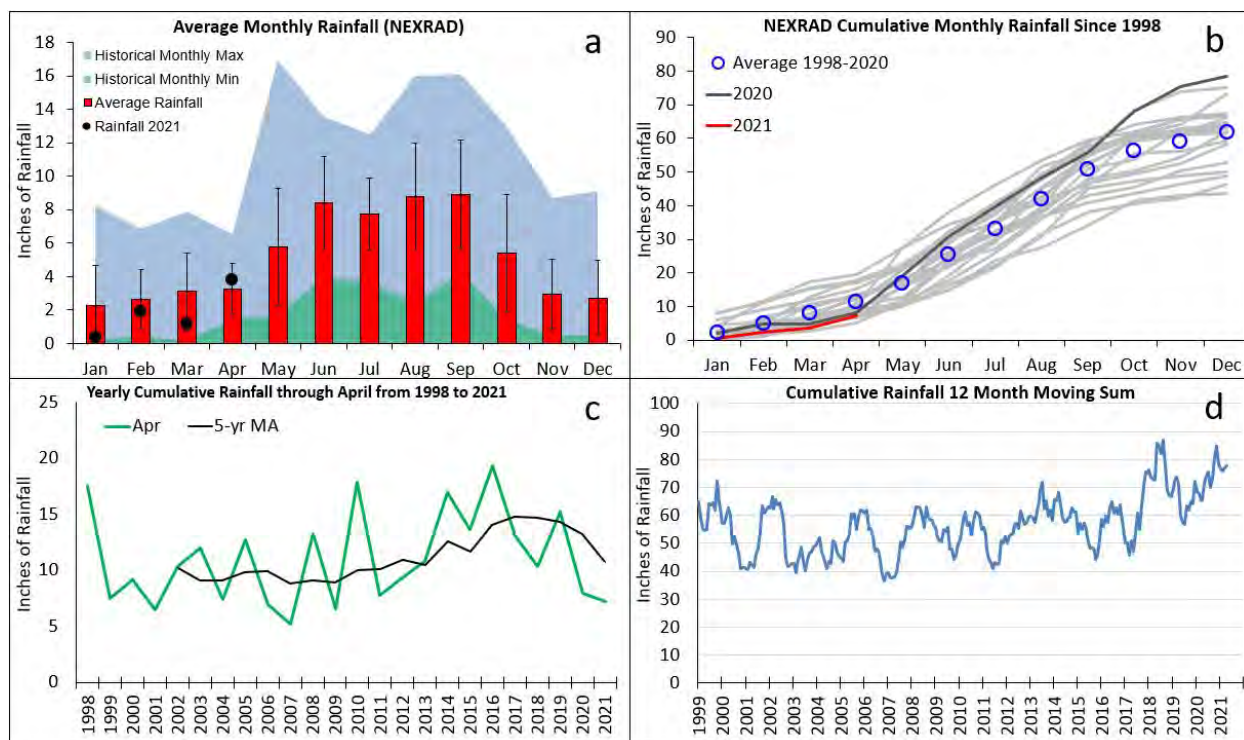
Wastewater Surveillance of COVID-19

The wastewater surveillance testing for SARS/Covid-19 in our wastewater showed a reduction in virus concentration from our testing on April 5 to April 19, but then an increase on the May 3rd sample. The two samples in April correlated very well with subsequent 2-week pattern in the 7-day rolling average of clinical cases reported for the zip codes in our area (figure below). Interestingly, the increase in virus concentration measured in the May 3 wastewater sample hasn't corresponded with an increase in clinical cases. It will be interesting to see if we observe an increase in clinical cases, or if this is variability in the wastewater concentration measurements.



Hydrologic Monitoring

April experienced slightly above average rainfall bringing the area's total rainfall closer to historic average. Measurable rainfall in April was detected during 15 days with the single highest day total of 1.2" for a monthly total of 3.8", slightly higher than the 3.3" historic average for the month (panel 'a' in figure below) and a bit higher than the 3.2" recorded during April of last year. Total cumulative rainfall for the year through April is 7.3" (panel 'b' in figure below), but remains far below (~35%) the historic average cumulative rainfall total of 11.2". Despite record setting rainfall in recent years, the cumulative rainfall through April has decreased in four of the past five years (panel 'c' in figure below). This may suggest that annual rainfall is occurring not only later in the year, but also in a shorter time period.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2020 (red bars; error bars indicate ± 1 sd). Black dots indicate monthly rainfall for 2021. The blue and green shaded areas show the maximum and minimum rainfall ever recorded for each month. Panel (b) shows monthly cumulative rainfall for each year since 1998. Red line indicates cumulative rainfall during 2021; dark gray line indicates rainfall during 2020. Blue circles are monthly cumulative average rainfall measured between 1998-2020. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through April for each year since 1998, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years. Panel (d) shows cumulative 12-month moving total of monthly rainfall.

As usual for the peak of the dry season, the low rainfall has impacted flows and salinity in the river. But, thankfully, flow measured at Lainhart Dam continues above minimum flow targets at 42 cfs, ranging between 36 to 48 cfs (figure below). River flow through Lainhart is down just slightly from last month which had an average daily flow of 46 cfs and a range of 44 to 50 cfs.

Following several days of high salinity measured at the River Mile 9.1 USGS water quality monitoring station in late March, combined with the low river flows, resulted in 5 days of Minimum Flow and Level exceedances measured by the 20-day rolling average of salinity creeping over 2 ppt. Since then, water managers have been able to maintain adequate flows to keep the daily average salinity below 1 ppt for the remainder of the month, thanks in large part to the average of 29 cfs of water flowing from Grassy Waters Preserve through the G-161 water control structure.



Date Selector - Slide ends of bar to change dates or enter dates in boxes

4/1/2021 4/30/2021



Days of Flow Less Than MFL
for Selected Dates
0

Average flow (cfs) for
Selected Dates
43.0

Days of Salinity MFL
Exceedance
5

Average Salinity (ppt) for
Selected Dates
0.85

Flow measurements for April 2021 through the Lainhart Dam (top graph) with salinity at River Mile 9.1 (bottom graph).

Bi-monthly Seagrass Monitoring

April marked the first month of the bi-monthly summer seagrass monitoring season at five sites throughout the estuary. Overall, the seagrass results continue to be discouraging in the Loxahatchee and surrounding area. We measured record-low seagrass presence at several sites. Total seagrass presence (all species) across all sites averaged just 29%, the lowest April observations since 2004 (panel 'a' in figure below). Additionally, this is a 38% decrease from percent occurrence observed last year (April 2020).

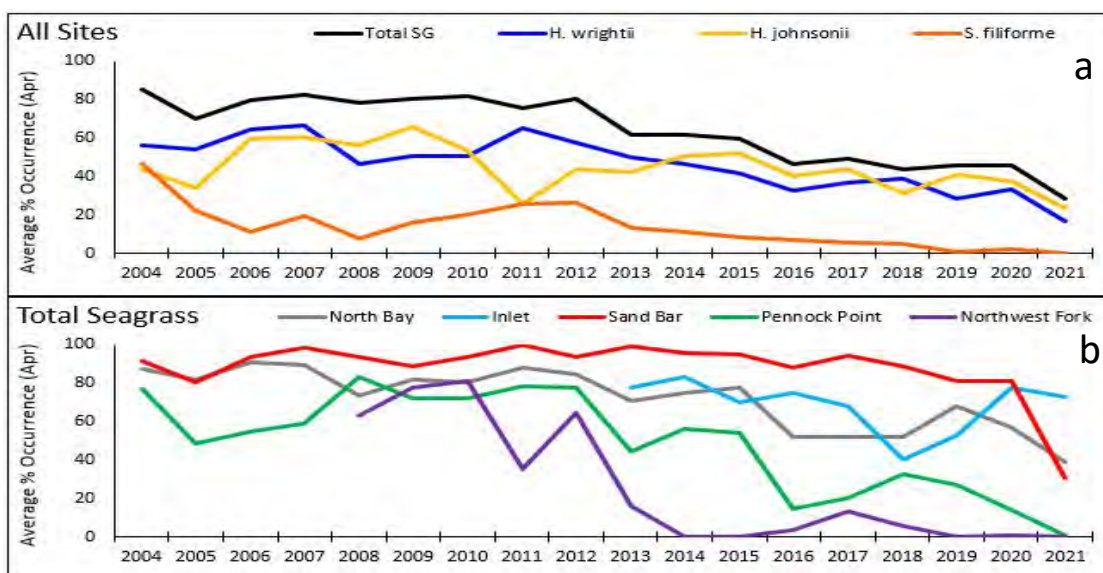
At first, we wondered if this was an artifact of changing the way we calculated percent occurrence of seagrass presence, a common way of reporting seagrass. Prior to this year, we used 1m² grids subdivided into 25 squares and calculated percent occurrence as the number of squares with seagrass present. This year, we started using the same 1m² grids subdivided into 100 squares. However, the seagrass decline was confirmed when we measured the presence inside the 1m² grid. Over the past five years, the percentage of quadrats with seagrass present was 62% (range 59.2 to 64.8). April 2021 had just 50% of the quadrats with seagrass present. Our observations were also confirmed by examining the seagrass shoot density data using unchanged methodology.

Seagrass in the Loxahatchee esuary is comprised almost entirely of two seagrass species: shoal grass (*Halodule wrightii*) and Johnson's seagrass

(*Halophila johnsonii*). At one time, manatee grass (*Syringodium filiforme*) was common at two of the central embayment sites, but in recent years has diminished to near elimination. Both shoal grass and Johnson's seagrass have exhibited substantial decline since same period last year.

Perhaps most striking were seagrasses at the Sand Bar site, where since seagrass monitoring began in 2003, has consistently been the site with the highest occurrence of seagrass. Over the past five years at this site, seagrass occurrence in April averaged 87%. However, April 2021 only had a 31% occurrence - by far the lowest on record for the month of April (panel 'a' in figure below). Total seagrass declines were also observed at North Bay and Pennock Point sites and seagrass remains absent at the Northwest Fork site.

The lone bright spot in the estuary is the Jupiter Inlet site, just west of Dubois Park. This site has maintained good total seagrass presence and has even shown a significant recovery since 2018. The Jupiter Inlet Foundation has installed 6 buoys (see picture right) along the outer edge of the seagrass bed to alert the public about this fragile habitat.



Figures show seagrass presence (percent occurrence) in the Loxahatchee River Estuary during the month of April for each year. Panel 'a' shows seagrass percent occurrence by species with total seagrass presence shown as black line. Panel 'b' shows total seagrass presence at each site.

In addition to conducting monitoring of the five seagrass beds in the Loxahatchee River Estuary (LRE), laboratory staff also revisited the Hobe Sound site located in the southern Indian River Lagoon about five miles north of the Jupiter Inlet. This site was previously monitored as a reference site due to its long distance away from factors thought to influence seagrasses such as freshwater discharges. We stopped monitoring this site in 2015 to focus

available time and effort on seagrasses in the LRE. In 2015, the Hobe Sound site had a total seagrass occurrence of 75%. However, by April 2021, seagrasses had all but disappeared from this site. Staff swam the area and observed only small, isolated runners of shoal grass and calcareous algae near the shore. This observation is especially alarming since it does not experience freshwater flows or high incidence of boat wakes impacting shallow waters like the estuary sites. The lab plans to revisit the Hobe Sound site in August when seagrass at this site has historically been at peak abundance.

Oyster Spat Monitoring

Oyster spat settlement evaluation for March and April has been completed. In the Northwest Fork, average spat density for March was 6,849 spat m² while average spat density for April was 1,722 spat m². The downstream site accounted for 72% of settlement activity both months.

The pattern was nearly identical in the Southwest fork where spat density for March was 4,662 spat m² and had decreased to just 1,218 spat m² for April. Settlement in the Southwest Fork also favored the downstream site both months at 61% and 63%. The decline in oyster spat density between March and April is unusual as we typically see spat density on the rise during this time. At this time, it is unknown why this decrease occurred, but that both Forks experienced nearly identical spat density patterns suggests that it was something that affects both forks. Perhaps the unusually high temperatures are driving these observations.

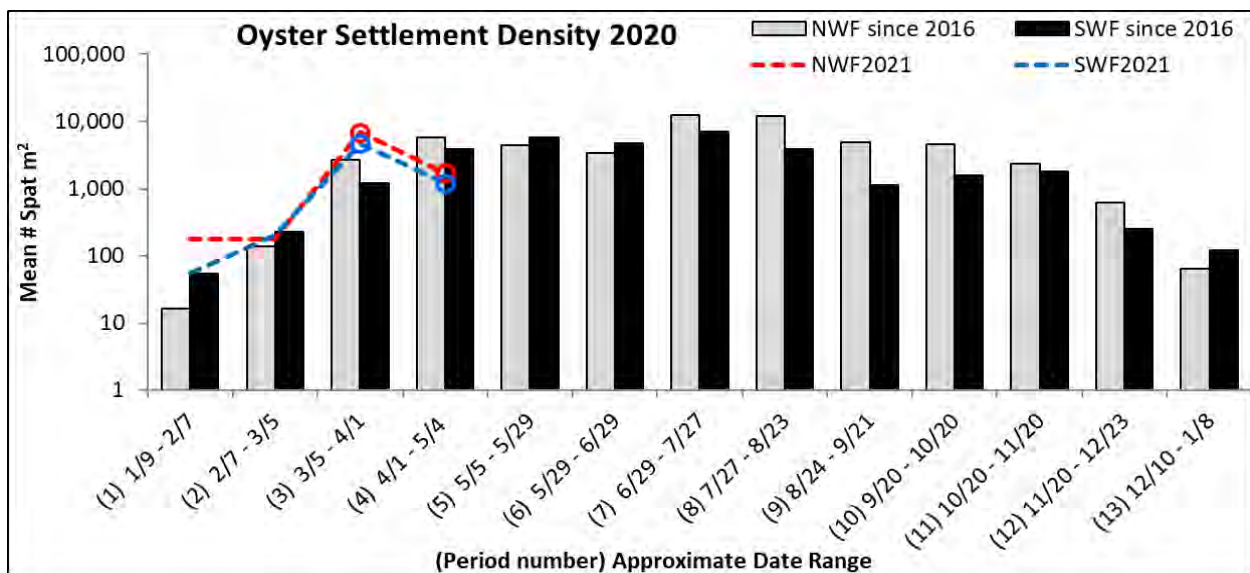


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2021 in the NWF (red) and SWF (blue). Note logarithmic scale of vertical axis.

Volunteer Water Quality Monitoring

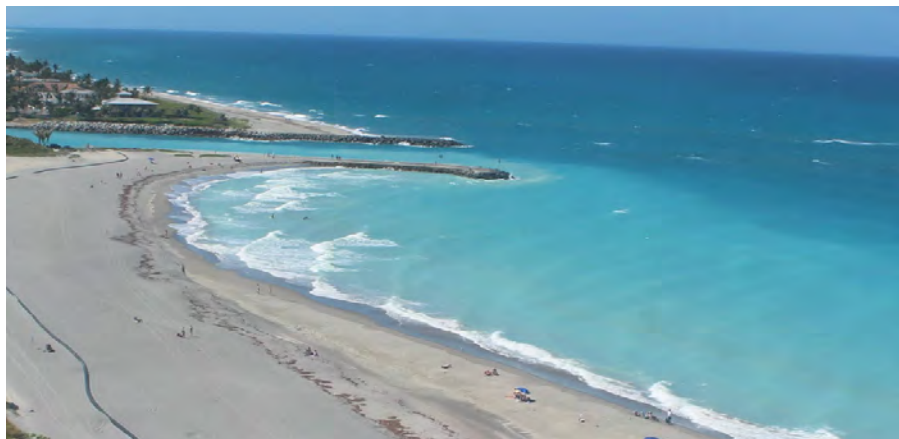
The Volunteer Water Quality grade for April was once again an “A”. The majority of the parameters for all sites scored well, with the exception of Station 30 in Burt Reynolds Park, where the pH was “Fair” to “Poor” for most of the month. The water clarity at the Jupiter Inlet has been poor, particularly during south winds and seas that are clearly transporting turbid water (photo below) resulting from the recent Juno/Jupiter beach nourishment projects and the intracoastal and inlet maintenance dredging projects.



Summary of results from the Volunteer Water Quality Monitoring Program.

April-21	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	24.4	2.9	34.3	8.1	6.7	96.6	1.0	C	A	B	A	A	A	93.8	A
LR22V	24.0	0.1	37.0	8.1	5.9	86.6	1.0	VAB	A	A	A	A	A	100.0	A
LR30V	23.9	1.7	36.0	7.8	5.5	80.7	1.0	A	B	F	A	A	A	87.5	B
LR60.1V	23.3	0.8	30.7	8.0	5.9	83.0	1.0	VAB	A	A	A	A	A	100.0	A
Average	24.1													93.8	A
VAB (Visible at Bottom) DO (Dissolved Oxygen) ND (No Data)															

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



Example of turbid water entering Jupiter Inlet on May 3, 2021 resulting from the recent Juno/Jupiter beach nourishment and the intracoastal and inlet maintenance dredging projects.

Customer Service

Payment Processing

On April 14, the Customer Service Staff began distribution of our 2nd Quarter billing. Immediately following the distribution, Staff were busy processing more than 10,000 payments totaling \$1.25M for the month. 2nd quarter bills are due May 18.

Information Technology (IT)

SharePoint Library Training

As the District continues our efforts to systematically document procedures and reference documentation, the IT team has been working train staff how to use our SharePoint library system. In April, our newest member of the IT Team, Josmar Nunez, facilitated an online training to help our staff understand the differences and benefits of using SharePoint libraries over our network file server. The feedback from Josmar's first training very positive and we all look forward to the next training!

Maintenance Management System Analytics

The IT team has been working on multiple analytics reports for the Collections Team to synthesize the data from their ongoing system evaluations.

One example report is a summary of results from checklist data for Air Release Valves (ARV) inspections. These include the development of preliminary Key Performance Indicators (KPIs), inspection counts and the ability to drill into details for specific results.

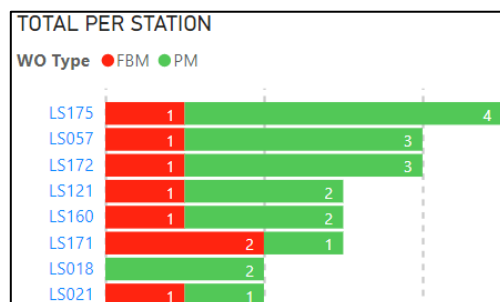
Visits													
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2020	25	35	63	39	23	33	14	24	56	17	15	13	285
2021	11	33	58	88	10								144

Number of ARVs inspections by month and year.

WO#	Asset	Updated	Question	Finding	Notes
1608952	LS034-VLA1	4/13/2021	ACCESSIBLE	NO	under deck--need boat
1606194	LS161-VLA08	3/2/2021	ACCESSIBLE	NO	under bridge
1595674	LS171-VLA01	3/2/2021	ACCESSIBLE	NO	need a key to open gate we do not have.

Detailed ARV evaluation data from the work order checklist. Specifically, it shows ARVs that are inaccessible.

Another report provides the frequency of lift station wet well cleanings. These reports serve as a planning tool to schedule cleanings, identify sites needing frequent cleaning, and help reduce the frequency of unplanned cleanings that affect scheduled work.



Percent (above) and counts (left) of lift station wet well cleanings that were scheduled versus unscheduled.

Loxahatchee River Environmental Center


May 2021



River Center Summary Statistics

LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Environment al Stewardship Impact [% ES Impact = (Total Visitors x ES Index)/Monthly Target]	Environment al Stewardship Index	Total Visitors (incl. Visitors, Field Trips, Onsite Programs)	Average Program Participation [Actual participants/Capacity of Program]	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Program Revenue
Benchmark / Customer Expectation		% of Target	Monthly Average [Max Rating is 9]	% of Target	% of Capacity	% of Target	% of Target	Rating Average [Max Rating is 5]	Rating Average [Max Rating is 5]	% 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		130%	7.3	84%	84%	99%	124%	4.8	7.3	90%	165%
2019 Baseline		134%	7.3	76%	96%	107%	176%	4.7	7.8	96%	100%
2020 Baseline		60%	7.6	28%	47%	56%	65%	4.6	7.8	83%	87%
2020	Apr	0%	0.0	0%	14%	48%	0%	0.0		83%	112%
	May	0%	0.0	0%	0%	34%	0%	0.0		85%	67%
	June	0%	0.0	0%	0%	16%	0%	0.0		87%	25%
	July	0%	0.0	0%	0%	12%	0%	0.0		92%	23%
	Aug	0%	0.0	0%	0%	20%	0%	0.0		87%	19%
	Sept	38%	7.9	8%	36%	27%	0%	4.1	8.4	74%	19%
	Oct	30%	8.0	18%	25%	82%	13%	4.8	7.9	62%	76%
	Nov	77%	6.5	48%	47%	67%	60%	4.7	6.9	71%	104%
	Dec	95%	8.1	44%	51%	84%	105%	4.7	7.9	74%	81%
2021	Jan	106%	8.1	55%	77%	80%	92%	4.6	7.9	88%	92%
	Feb	136%	8.1	66%	88%	67%	89%	4.6	7.5	74%	101%
	Mar	269%	8.3	94%	82%	68%	275%	4.6	7.9	78%	85%
	Apr	170%	8.6	136%	85%	123%	320%	4.8	7.7	84%	89%
Consecutive Months at Green		5	5	2	4	1	2	8	8	1	0
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
--------	-------------

Revenue During the pandemic, staff have conducted fewer revenue-generating programs. Revenue should increase this number.

River Center General

Volunteer Program: After 14 months of not accepting any new volunteers, we held two “Intro to Volunteering” meetings on April 16th and May 1st where we had 36 participants attend. Out of those 36 people, 16 of them are high school students that were former campers in the River Center’s summer camp program (44%). In terms of the River Center’s benchmarks in community impact and long-term outcomes in environmental stewardship, we do have direct evidence that what we do makes a difference. It is hard to measure environmental stewardship in environmental education, but these teens that are coming back to volunteer show we are achieving our Explore, Experience, Connect process.

Special Programs

Blooming in the Garden – Animals in Trees [Saturday, April 3rd]



The River Center hosted another Blooming in the Garden early learner program. This month's theme was all about animals that live in trees and included a fun story. Our guests then headed to the garden to see what they could spot in our trees. Some items of note that they found were cardinals, blue jays, mourning doves, snails, and colorful flowers and berries. At the end of the program every family took home their own planter pots with various herbs and wildflowers for their home gardens. It was a beautiful day to be outside and we can't wait until our next one.

Story Time [Thursdays, April 1st and April 15th]

In April the River Center hosted two Story Times for earlier learners out by the fire pit. Between both weeks we saw 25 adults and 24 children. We read stories and got up close to Apollo, the corn snake. Families are invited afterwards to explore the River Center, the pollinator garden, or just relax in the Chiki hut. We will continue to conduct these programs on select Thursdays until the end of summer.



Girl Scouts: Fish Like a Girl [Saturday, April 10th]

The River Center hosted its 7th Fish Like a Girl Eco-Action Girl Scout Workshop. We had 39 Daisy and Brownie Girl Scouts come to participate along with 22 of their parents and leaders. We could not have done these special programs without the help from our volunteers from the Society of Woman Engineers. We provided a morning filled with fishing 101; from habitat activities to knot tying, casting practice to fish ID. All topics were covered to prepare the girls for fishing. The girls got to test their newly acquired knowledge and skills to fish. Thank you to Fish Florida which provided each girl with a new pole and tackle box to take home. We would like to thank the Society of Women Engineers, Florida Fish and Wildlife Conservation Commission, and Fish Florida for their continued support and dedication to the River Center's Eco-Action Girl Scout Workshops. Today we fished like girls!



LRD Connections



- Solid Waste – Girls learned about monofilament recycling programs and cleaning up after they are done fishing. Pack it in, pack it out. Always leave a place better than you found it.
- Water supply – Girls learned that healthy habitats means healthy fish and to have healthy habitats means you need healthy water.
- Stormwater – Girls learned that fish habitats are affected by pollution running off into the waterways as well as erosion affecting water quality.

Science with Sam [April 14th and 28th]

In April, Science with Sam taught two classes, one on simple creatures and the other on chemical reactions. Students in the simple creatures class learned about sea animals that function without a brain and learned what senses they have that help them survive. Students were able to meet and touch a few of the creatures they learned about such as the Sea Cucumber, Sea Urchin, Sea Squirt, and Sea Anemone. Students in the chemical reactions class learned the difference between chemical and physical reactions and experimented with some chemical reactions of their own. Students were able to experiment making their own lava lamps, titrating acids/bases, dissolving shells with vinegar, and creating a reaction with soda and mentos.

LRD Connections:

Simple Sea Creatures:

- *Wastewater – The connection was made between simple creatures in the sea and the microbes used at the wastewater treatment plant to recycle wastewater; neither have a brain but they have a very important function.*

Chemical Reactions:

- *Wastewater – The connection was made between the reactions we experimented did and the chemical balance at the wastewater treatment facility for the breakdown/recycling of wastewater. Students understood that the plant operators must constantly check the water chemistry to ensure the proper balance is maintained so that the microbes can thrive.*



Intro to Volunteering [Saturday, April 16th]

After 14 months of not accepting any new volunteers, we held our first “Intro to Volunteering” meeting on Saturday, April 16th. We had 21 participants attend to learn about volunteering in different capacities such as visitor services, field trips, family programs, and summer camp. With so many new volunteers starting around the same time, we have created a unique new volunteer training workshop that will be held in May with anticipation to start in June. The River Center is excited to reopen our volunteer program allowing our community members to be part of furthering our mission.

LRD Connections:

- *Solid Waste – Volunteer opportunities include garden, beach, and shoreline cleanups.*
- *Stormwater – Volunteers have the opportunity to help with education programs that include runoff, erosion, and pollution.*
- *Water Supply – Volunteers are trained to talk with visitors about the Loxahatchee River, the different ecosystems, and discuss the LRD water board.*

Kayak Tour – Loxahatchee Slough Natural Area [Friday, April 16th]

River Center naturalists conducted a 2-hour guided kayak tour at the Loxahatchee Slough Natural Area with 2 staff members and 12 adult participants. The Loxahatchee Slough Natural Area is Palm Beach County's largest and most biologically diverse natural area. Nine native Florida ecosystems are preserved at this 12,957-acre site: mesic flatwoods, wet flatwoods, mesic hammock, hydric hammock, wet prairie, depression marsh, slough marsh, strand swamp, and dome swamp. Participants were lead down the Cypress Run trail where they witnessed wildlife such as Anhinga, Black-Crowned Night Herons, alligators, river turtles, Florida Gar, and other fishes. The entire trail could not be completed due to lack of water. Participants were led to the halfway point and then turned around to head back. Participants reported having a fantastic time kayaking at this location and would like to join us kayaking there again when the water level is higher.



LRD Connections: Water Supply: *Participants learned first-hand how the water supply to the National Wild & Scenic Northwest Fork of the Loxahatchee River is influenced by hydrologic recharge from wetlands like this and how water levels in our area fluctuate significantly between wet and dry seasons.*

Nature Walk at Pine Glades Natural Area [Thursday, April 22nd]

The River Center staff led a sunset nature hike at Pine Glades Natural Area. We had 8 participants (including a couple LRD administration staff members!) trek along the path through the cypress and pine areas of the park. It was a beautiful afternoon filled with inspiring landscapes and good company. A wetland wonderland, the 6,651-acre Pine Glades Natural Area attracts colorful wading birds including roseate spoonbill, great blue heron, bobwhite quail and white ibis. This park is also a haven of plant life including tickseed, fleabane, and buttonbush.



LRD Connections:

- *Solid Waste - Human impacts on the environment- We discussed the removal of solid waste (garbage) from the paths and waterways of the natural area.*
- *Water Supply- We discussed the natural areas connection to the Loxahatchee River and surrounding water areas.*

Homeschool Workshops



Pollinators in our Backyard [Thursday, April 13th]

The Homeschool Workshop in April was for students ages 7-10. We had 17 students learn about pollinators in our backyard. We celebrated the winged beauties of the garden, butterflies! Students learned about their life cycles, anatomy, and unique adaptations. They also learned about rare and endangered butterflies of South Florida and the most common species found in the River Center's pollinator garden. They made the connection between host and nectar plants and butterfly abundance. Students found 5 different species, collected 6 butterflies to observe and then release, and designed their own pollinator garden.

LRD Connections

- Water supply – Students learned about water conservation efforts including planting native plants, right plants/right place, and proper watering practices.

Natural Dilemmas [Friday, April 30th]

On April 30th the River Center hosted a Homeschool Workshop for students ages 11-13. We had 6 students participate in a unique and brand-new program. This activity was designed to give students the opportunity to examine their own values and beliefs relating to wildlife and consider their personal code of ethics. They listened to others and respected the rights of others to maintain different values. Students received different scenario cards and had to evaluate possible actions they might take that would have an effect on wildlife and the environment. The major purpose of this workshop was to provide students with an opportunity to reach their own conclusions about what they think are the most responsible and appropriate actions to take in situations that affect wildlife and the environment.



LRD Connections

- Stormwater – Some of the dilemmas that students discussed included fertilizer runoff impacting a stream.
- Solid Waste – Some of the dilemmas that students discussed included beach cleanups, recycling practices, single-use plastics, and litter.
- Water supply – Some of the dilemmas that students discussed were farming practices and diverting stream flow to power hydroelectric systems.

Florida Marine Science Educators Association Virtual Annual Conference [April 26-30]

Megan Harris, the River Center's Environmental Education Coordinator, participated in the Florida Marine Science Educators Association Annual (Virtual) Conference. This year's theme was "Visions of a Sustainable Future." The 2021 FMSEA conference allowed the opportunity to showcase what current research, members, and educators are doing in their fields. They had a great lineup of concurrent sessions, including a research track with scientists from various organizations.



LRD Connections:

- Solid Waste – Research Track: Talking (Ocean) Trash
 - Ashley Hill - Florida and Caribbean Regional Coordinator for NOAA's Marine Debris Program.
 - Dr. Jennifer McGee – FWC Marine Debris Coordinator
 - Dr. Maia McGuire – Florida Sea Grant's associate director for extension and education at the University of Florida.
- Water Supply – Concurrent Session:
 - Ocean Motion: Engaging kids in ocean science through movement and play
 - Sharks and Ocean Sustainability: Educating, Inspiring, and Enabling Students with Shark Tracking and Research
- Stormwater – Research Track: Coastal Resilience
 - Katelyn Cucinotts: PBC Office of Resilience
 - Laura Stargel: Our Climate
 - Alyssia Berthoumieux: Sustainability Specialist for the City of Miami Beach

League of Environmental Educators in Florida Virtual Annual Conference [April 22-24]

Megan Harris, the River Center's Environmental Education Coordinator, participated in the League of Environmental Educators in Florida annual conference. This year's theme was "celebrate our roots in EE as we grow forward!" The LEEF virtual conference celebrated 40 years since our first meeting. She learned about the amazing work across the state showcasing longer term EE projects and programs, innovative environmental education during the pandemic, and efforts emphasizing justice, equity, diversity, and inclusion. Dr. Marty Main from the University of Florida and Ray Coleman from Florida Atlantic University were the keynote speakers.



LRD Connections:

- *Solid Waste – Breakout session: How you can impact the planet (Sheila Morovati, Habits of waste)*
- *Water Supply – Breakout session:*
 - *Treejuvenation Florida: Experimental urban Forestry Education (Dr. Margurite Beckford, UF IFAS Extension)*
 - *Water Stewards Take Action (Lara Milligan and Abbey Tyrna, University of Florida)*
 - *Water, Water, Everywhere: Activities for a Thirsty Planet (Laura Short, Population Education)*

Upcoming River Center Events

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

May 14, 10:30 a.m. – 12 p.m.: Homeschool – What's That Habitat?: All animals: humans, pets, domesticated animals, and wildlife have similar basic needs. Students will identify their own basic needs for food, water, shelter, and space in the proper arrangement. Together these resources make up an animal's habitat. The main component of this activity is for students to differentiate between the essential requirements for survival versus nonessential resources that make our lives easier or more enjoyable. Students will sort out the essential components for survival.

May 18, 10:30 a.m. – 12 p.m.: Homeschool – Squid Dissection Lab: Squids are numerous in the sea, with more than 300 species in the world today, and serve as food for many animals including the sperm whale, bony fishes, and human beings. Using proper dissection tools and techniques, students will perform a scientific dissection of a squid. Students will learn the classification of squid, their anatomy, unique characteristics, and adaptations.

May 22, 10:00 a.m. – 12 p.m.: New Volunteer Training: New volunteers will be instructed on the basic, daily tasks at the River Center for the summer. They will be invited to sign up for the days that they would like to volunteer.

June 2, 5:00 p.m. – 8:00 p.m.: Summer Camp Open House: Parents are invited to drop off paperwork, pick up camp shirts, and learn from staff more about what their campers will do this summer. Most camps will take place here at Burt Reynolds Park this summer and not travel to other areas.

June 5, 10:00 a.m. – 11:30 a.m.: 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 hands-on activity. When it is time to go home, children will receive seeds 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 comfortably 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!

June 11, Science with Sam Family Fun Night, 4:00 p.m. – 5:00 p.m.: Orienteering at Jupiter Inlet Lighthouse ONA: This family program is focused on teaching families how to read a compass and how to navigate using a compass and map. The class will take place along the ONA hiking trails. The class will start with an overview of parts of the compass, an overview of the maps we will use, and a demonstration on how to use/read the compass. After basic instruction families will independently navigate through the trails on a nature scavenger hunt, developing orienteering skills and map reading skills, along with learning about native species of plants and animals of the natural area. Afterwards the class will discuss why orienteering was, and still is, an important skill and how to make a DIY compass in nature.

June 18, Science with Sam Family Fun Night, 4:00 p.m. – 5:00 p.m.: Break the Cycle! – Stormwater: This family program held at the Jupiter Lighthouse Inlet ONA is focused on teaching what stormwater/run-off is vs wastewater, how it is managed, how it affects the natural areas around us, how it affects our communities, what is inside stormwater/run-off, and the natural filter process of healthy/unhealthy soil. Families will create their own take home soil experiment during the class. Using biome bottles, families will test how well plants grow when different contaminants are added to the soil (simulating stormwater run-off). Families will view a demonstration of soil filtration, by using layers of soil to clean and filter dirty water. Afterwards they will learn how to make their own soil filter at home to run further experiments as a family.

June 19, 9 am – 12 pm: Fishing Clinic: Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Make sure to join us for an engaging overview that includes knot tying, fish identification, and of course fishing! The cost is \$10 per child. Interested participants should bring water, sunscreen, a hat, and sunglasses.

June 24, 9:30 a.m. – 12 p.m.: Kayaking 101: Come learn and perfect the basic kayaking strokes to gain confidence and make kayaking your favorite places easier and more fun! Also, learn important safety procedures to keep you safe out there. Participants will get the opportunity to learn how to flip their kayak and re-enter it safely from the water.

June 26, 7 am – 3 pm: AustinBlu Land & Sea Fishing Tournament: Join the River Center and the AustinBlu Foundation for the annual AustinBlu Fishing tournament. This single-day, family-friendly tournament aims to support the education and outreach efforts of the foundation, which is dedicated to teaching people about the importance of safety on the water. This unique tournament includes two competitions! Anglers will have the option to compete in our Release Competition and/or the Harvest Competition. In the Release Competition, anglers will receive points for the number of species and fish caught, photographed, and released. In the Harvest Competition, anglers will compete to catch the heaviest fish out of these 4 categories:

- Saltwater Catfish
- Crevalle Jack
- Snapper (any species)
- Checkered Puffer

Fishing will commence at 7:00 am and with lines out of the water at 3:00 p.m. Anglers will have until 4:00 pm to submit and weigh their catches. The tournament celebration will begin at 5:00 pm. Participants can enjoy food and beverages from local eateries Food Shack, Dune Dog and Kona Ice as well as partake in our various family-friendly activities such as arts & crafts, a bounce house and a campfire which are free to enjoy during the event. Winners will be announced at 6:00 p.m.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

To: D. Albrey Arrington, Ph.D., Executive Director Travis
From: Bains, CSHO, ENS, Safety Compliance Officer May
Date: 10, 2021
Subject: District Safety Report for April 2021

Stephen B. Rockoff
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Harvey M. Silverman
BOARD MEMBER

James D. Snyder
BOARD MEMBER

Safety Metrics: April 2021

OSHA recordable injuries: None

Lost time injuries: None

Actual TRIR: **1.3 WOW!**

TRIR = Total Recordable Incident
Rate [Goal < 2.2]

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.*

What a Wonderful Past 8 Months

WOW! Way To Go Team. Please take a moment and congratulate yourself and your co-workers for a Job Well Done. We have reached a milestone at LRD with a Total Recordable Incident Rate of 1.3, which represents almost 100,000 cumulative hours worked without an OSHA Recordable Injury.

Our low TRIR signifies we, as a team, have reduced our injuries and incidents, we have put critical thought into our work scopes, documented potential hazards, and demonstrated a personal commitment to working safely. Not only have we improved a number on our Safety Dashboard, we have decreased the number of LRD Team Members that have been hurt or injured on the job. This is a terrific, win-win outcome of our increased effort and commitment to working safely. I appreciate your diligent efforts to advance the District's mission, and I am very proud of our recent efforts to work more safely than ever. Congratulations on this TRIR success!

Hurricane Plan 2021

Hurricane plan is in the final stages of being completed and will be distributed for review in May. Our plan is well thought out, comprehensive, and includes meaningful improvements learned in prior years, e.g., generator training program. The program goes through the procedures from start to finish for inspecting, transporting, hooking/unhooking a generator to lift station. Our goal is to be prepared and ready for any storm-related impacts.

Also, I encourage everyone to prepare your personal homes for this upcoming storm season. The best time to buy critical supplies is before the rush of a named storm.

Training

This month's training was a District-wide effort in Bloodborne Pathogens. We had a 100% completion rate. Other notable trainings included field training for Construction on excavations and continued Job Hazard Analysis for various field employees. Multiple training assignments for May-July have been assigned.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

During April the District Safety Officer worked with crews to conduct targeted hazard analyses for the following projects:

This month we again had terrific performance by the Collections Department in systematically completing Job Hazard Analyses for their planned and unplanned work. These documents are a meaningful opportunity to identify and address hazards before they compromise your safety.

Repairing Manholes (Construction)

Primary hazards: heat stress, leading edge safety (laying tools and equipment on edges), pinch points, hot surfaces/material/ equipment, burns (asphalt) high weather temperatures, protecting pedestrians

Job site safety assessment conducted.

Confined Space (Engineering/Collections)

Primary hazards: *leading edge safety (laying tools and equipment on edges)*, confined space, ventilation (air changes per hour), hazardous communication, gas monitoring (bump testing and calibration date checks), inspection of emergency retrieval system (davit arm and personal harness), heat stress.

Job Hazard Analysis: Permitted Confined Space, Atmospheric Hazards, Depth of well safety (ladder safety).

Job site safety assessment conducted.

Pulling pumps for maintenance (Collections)

Primary hazards: stored electrical hazards, falls (leading edge/working over open pit), cuts/scrap (proper gloves), crane set up soil stability (crane pad mats), maintenance of traffic, public (onlookers and pedestrian pathways), strains (back strain and proper lifting), heat stress.

Job Hazard Analysis: toolbox talk and Lock out/Tag out

Job site safety assessment conducted.

Trimming, mowing, and cutting (Maintenance)

Primary hazards: throwing rocks (projectiles), dust, and debris. Inhaling fine particles of dust (respiratory hazard), high weather temperatures (humidity), heat stress.

Job Hazard Analysis: toolbox talk.

Wet Well Cleaning (Collections)

Primary hazards: falls (leading edge/working over open pit), cuts/scrap (proper gloves), Vac-Con placement, high noise levels, maintenance of traffic, protecting pedestrians, strains (back strain and proper lifting), awkward lifting of tubes and attachments, overhead obstructions, heat stress.

Job Hazard Analysis: toolbox talk and Lock out/Tag out

Job site safety assessment conducted.

Near Misses

While pulling a pump at a lift station, a LRD Team Member noticed the crane truck outrigger was positioned on unstable soil. Upon further investigation, it was also noticed that the outrigger did not have the required outrigger pad in place. The job was stopped. The pump was lowered to the floor, the outrigger lifted, and pad placed in its proper location to accommodate the downward pressure of the outrigger while lifting. The preventative maintenance job was then completed successfully and without incident.

Safety Quote of the month: *Carefulness costs you nothing. Carelessness may cost you your life.*



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Governing Board

FROM: Administration Staff

Stephen B. Rockoff
BOARD MEMBER

DATE: May 13, 2021

Dr. Matt H. Rostock
BOARD MEMBER

SUBJECT: Consultant Payments

James D. Snyder
BOARD MEMBER

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	\$4,000.00	\$72,159.40
Baxter & Woodman	\$6,660.17	\$62,456.59
Carollo	—	\$50,638.00
Holtz	\$65,312.24	\$159,859.60
KCI	\$9883.60	\$9883.60

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.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



Future Business

Neighborhood Sewering:

- Final Assessment for Thelma Avenue
- Final Assessment for 197th Place North
- Final Assessment for 18870 + 18890 SE Country Club Dr
- Final Assessment 18205 Gardiner Lane
- Preliminary Assessment SE Hobart Street

Future Contracts:

- Construction Contract for Injection Well Pump Station Generator Connection
- Clarifier #3 Rehabilitation

Potential Workshops:

- Discussion of River Center Operations
- Discussion of 20 Acres Site Plan
- Discussion of 2500 Jupiter Park Dr Site Plan

